MESSRELIAN LAW INC.
Harout Messrelian, Esq. (SB# 272020)
hm@messrelianlaw.com
101 N. Brand Blvd. Suite 1450
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

Attorneys for Plaintiff Kathleen McAuliffe

BRADLEY/GROMBACHER, LLP
Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
Lirit A. King, Esq. (SBN 252521)
Emilie MacLean, Esq. (SBN 349539)
31365 Oak Crest Drive Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
E-Mail: mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lking@bradleygrombacher.com
emaclean@bradleygrombacher.com

Attorneys for Plaintiff Jared Morgan Chandler

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KATHLEEN MCAULIFFE; JARED MORGAN CHANDLER;

Plaintiff,

vs.

ALO, LLC; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 23STCV11684

PLAINTIFFS' NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES THEREOF

[Submitted with Declarations of Harout Messrelian and Marcus J. Bradley; and [Proposed] Order]

Date: 5-7-2026
Time: 8:30am
Dept: 49
Hon. Randolph M. Hammock

Res. Id:
414554305497

TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on May 7, 2026 at 8:30 a.m., or as soon thereafter as the matter may be heard in Department 49 of the above-entitled Court, Plaintiffs Kathleen McAuliffe and Jared Morgan Chandler ("Plaintiffs") will and hereby do move the Court, pursuant to Labor Code § 2698 et seq., for an order approving the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 et seq., settlement agreement between Plaintiffs and Defendant Alo, LLC (hereinafter "Defendant" or "Alo") (collectively, "the Parties")

This Motion is based on this Notice, the attached Memorandum of Points and Authorities; the concurrently-filed Declarations of Harout Messrelian and Marcus J. Bradley, the papers and pleadings on file in this action, any and such other evidence and oral argument as may be presented in connection with the hearing on this Motion.

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: April 12, 2026

By */S/ HAROUT MESSRELIAN*
Harout Messrelian, Esq.
Attorneys for Plaintiff Kathleen McAuliffe

Respectfully Submitted,

BRADLEY/GROMBACHER, LLP

DATED: April 12, 2026

By */S/ MARCUS J. BRADLEY*
Marcus J. Bradley, Esq.
Attorneys for Plaintiff Jared Morgan Chandler

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs and Defendant have reached an agreement to settle the above-captioned action (the "Action"). Plaintiffs and Defendant are collectively referred to as the "Parties" and any one of them individually may be referred to as a "Party." The Parties have memorialized the terms of this settlement in a "PAGA Settlement Agreement" (the "Settlement Agreement"). Attached as **Exhibit 1** to the Declaration of Harout Messrelian ("Messrelian Decl.") is a true and accurate copy of the Settlement Agreement and the PAGA notice that will be sent to the alleged aggrieved employees covered by the Settlement Agreement, being Plaintiffs and all current and former exempt and non-exempt employees of Defendant in the State of California from January 10, 2022 through October 4, 2024 ("PAGA Members"), with their payment. By this Motion and pursuant to California Labor Code § 2699(l), Plaintiffs seek an order approving settlement on the terms outlined in the Settlement Agreement.

II. ALLEGATIONS AND INVESTIGATION

Defendant ALO is a California limited liability company and an athletic apparel retailer with multiple locations throughout California. *See* Declaration of Harout Messrelian ("Messrelian Decl.") ¶4.

Plaintiff McAuliffe started working at ALO on or around 2022. Plaintiff McAuliffe's employment ended on or around December 2022. Plaintiff Chandler worked for ALO from approximately July 2022 through approximately January 23, 2023. Plaintiff Chandler worked as a general manager. Plaintiffs were arguably misclassified as exempt, salaried employees. *See* Messrelian Decl., ¶5.

Plaintiff McAuliffe complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. ("PAGA"). On January 10, 2023, Plaintiff on behalf of herself and Defendant's California non-exempt employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendant of their claims against Defendant. On October 20, 2025, Plaintiff filed an amended PAGA notice with the LWDA. In her amended notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code Section 510); (3) failed to provide rest breaks (Labor Code Section 226.7); (4) failed to provide meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely pay wages due during employment (Labor Code Section 204); (6) failed to provide accurate itemized wage statements (Labor Code Section 226); (7) failed to keep accurate and complete payroll records (Labor Code Section 1174/1174.5);(8) failed to pay wages at the end of employment (Labor Code section 203); (9) failed to reimburse business expenses (Labor Code section 2802); and (10) failed to provide accurate sick pay. Plaintiff filed her initial lawsuit on May 23, 2023, in the Superior Court for the State of California, County of Los Angeles, Case No. 24STCV31234, with one cause of action for PAGA penalties. Plaintiffs then filed a First Amended Complaint on or around December 4, 2025 based on the theories as outlined in the amended PAGA letter. *See* Messrelian Decl., ¶6.

Through informal discovery, Defendant represented that it employed approximately 2165 employees falling within Plaintiffs' Aggrieved Employees definition for the period from January 10, 2022 (one year before Plaintiffs' PAGA notice filing date) through October 4, 2024, and that there are paychecks issued for a total of approximately 90,132 pay periods worked for that same time period, with 46,518 pay periods representing pay periods worked by non-exempt employees. *See* Messrelian Decl., ¶7.

The Settlement Agreement covers PAGA Members, which are Aggrieved Employees employed on or after January 10, 2022 through October 4, 2024. *See* Messrelian Decl., ¶8.

Defendant denies any liability or wrongdoing of any kind whatsoever associated with the lawsuit and the Representative PAGA Claim. It is the desire of the Parties to fully, finally, and forever compromise, and discharge all claims known or unknown related to those alleged in Plaintiffs' lawsuit. *See* Messrelian Decl., ¶9.

The parties attended private mediation with experienced wage and hour mediator James W. Johnston (JJ Johnston) on July 3, 2024, and settled the matter following post-mediation negotiations with the help of JJ Johnston. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendant's policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendant produced Plaintiffs' personnel file, and payroll data for Plaintiffs. Through extensive arm's length negotiations with the assistance of Mediator JJ Johnston and only after informal discovery and investigation were performed, the Parties agreed to settlement terms. Attached as **Exhibit 1** is a true and accurate copy of the "PAGA Settlement Agreement" (hereinafter "Settlement Agreement") along with the notice that will be sent, with payment, to the PAGA Members covered by the Settlement Agreement. As alluded to above, the Parties negotiated the PAGA claims through arms-length negotiation during and after a private mediation, and only after sufficient discovery was completed, including data being sent to Plaintiffs' data expert for analysis/review. *See* Messrelian Decl., ¶10.

The Parties conducted investigation of the facts and law both before and after the lawsuit was filed. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiffs' claims, the defenses thereto, and the Labor Code violations claimed by Plaintiffs. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this Motion are fair, reasonable and adequate and are in the best interests of Plaintiffs, the PAGA Members, and Defendant in light of all known facts and circumstances and the risks inherent in litigation. *See* Messrelian Decl., ¶11.

The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits, especially in light of the post- pandemic era and the business climate. *See* Messrelian Decl., ¶12.

III. <u>FAIRNESS OF THE SETTLEMENT</u>

Because this is a representative PAGA claim, the class action procedural rules for obtaining approval of a settlement do not apply. *Arias v. Superior Court (Angelo Dairy)* (2009)

46 Cal.4th 969.

Plaintiffs allege that the strongest claims are that Plaintiff and other PAGA Members were not provided meal and rest breaks under the law. *See* Messrelian Decl., ¶13.

Plaintiffs contend that the civil penalty statutes applicable to the Action arise from violations of the California Labor Code, including, but not limited to, Labor Code §§ 226.7, 512, 558, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor Code violation may be awarded a sum of money for each pay period in which he or she was underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. *See* Messrelian Decl., ¶14.

As it relates to Plaintiffs' argument for meal break violations, Plaintiffs' data analysis revealed a shift violation rate of <u>14.6%</u> for short, late, or no meal breaks for shifts that were 6 hours or greater. This shift violation rate translates into a unique pay period violation rate of 39.5%. The data revealed that 87.4% of shifts in the sample were 6 hours or greater. As such, we are dealing with violations covering 40,656 pay periods [46,518 non-exempt pay periods x 87.4%]. Plaintiff attributes a 60% chance of success on this claim if it were to forward in Court, especially because Defendant had written meal period policies and due to manageability issues as described further below. As such, the maximum exposure for meal period violations in the PAGA period would be **$798,900**, which is calculated as follows: 40,656 pay periods x 39.3% violation rate equals 15,978 affected pay periods; 15,978 pay periods x $50/pay period (civil penalty) amounts to $798,900 in exposure, which would be multiplied by a 65% chance of success, which yields **$519,285**. The latter exposure calculation also does not take into account the fact that Defendant actually paid meal premium payments when it believed a violation had been committed. In addition, there are risks to Plaintiffs' meal period claims as noted above and the reason by Plaintiffs attribute a 60% chance of success on the meal break claims. Defendant contends that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. Determining by a review of Defendant's time records the exact reasons why a meal period appears to be short or late or not taken would be difficult and would be a challenge as Plaintiffs would have issues with manageability. *See* Messrelian Decl.,

¶15.

As it relates to Plaintiffs' argument for rest break violations, Plaintiff extrapolated the meal break violation rate for pay periods and used it for the rest break analysis. The data revealed that 98.5% of shifts in the sample were 3.5 hours or greater. As such, we are dealing with violations covering 45,820 pay periods [46,518 pay periods x 98.5%]. Moreover, and due to the difficulties in proving rest break violations, which are not tracked on paper, Plaintiff attributes a 35% chance of success on this claim if it were to forward in Court, especially because Defendant had written rest period policies. Moreover, Defendant contends they provided non-exempt employees with the opportunity to take rest breaks in accordance with California law, and, accordingly, that Plaintiffs' rest break claim has no support. Furthermore, employers are not required to record rest periods, and such periods are paid. Unlike meal periods, where there are often records showing whether an employee clocked out or not, there is no such evidence to prove a missed rest period or that the employer refused to authorize and permit one. As such, the realistic exposure for rest period violations in the PAGA period would be $360,140, which is calculated as follows: 45,820 pay periods x 39.3% violation rate equals 18,007 affected pay periods; 18,007 pay periods x $100/pay period (civil penalty) amounts to $1,800,700 in maximum exposure, which would be multiplied by a 35% chance of success, which yields **$630,245.** *See* Messrelian Decl., ¶16.

As it relates to Plaintiffs' other claims, there would be significant issues with proof. As it relates to Plaintiffs' claims for rounding, Plaintiffs' expert found no evidence of rounding in the sample, with hours being paid to the second decimal point. In terms of any potential regular rate issue as it relates to overtime or meal/rest period premiums based on bonuses paid, Defendant argued that they pay a percentage bonus based on total compensation so the bonuses do not need to be factored into overtime pursuant to <u>Lemm v. Ecolab, Inc.</u>, 87 Cal. App. 5th 698 (2023) . As it relates to straight overtime issues, the data showed that overtime was paid properly when it was paid. As it relates to Plaintiffs' claim of business expense reimbursement, there was evidence that Defendant maintained a specific reimbursement policy for cell phone reimbursement and there was no evidence seen regarding required reimbursement for equipment or mileage. Moreover, there was no evidence that a distinct type of clothing was required in terms of uniforms. Finally, there was no evidence that Defendant failed to pay the proper and accurate sick pay. Plaintiffs' other claims are derivative claims for violations of Labor Code sections 203, 204, and 226 for not being paid all wages owed every pay period or at the end of employment as well as not receiving accurate, itemized wage statements would not be triggered since meal and rest period violations do not trigger these derivative claims. *See* Messrelian Decl., ¶17.

Based on the above calculations, Plaintiffs' aggregate exposure for the strongest disputed claims would be $1,149,530. Assuming that Plaintiffs' calculations and analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Based on the above analysis, a gross settlement in the amount of $410,000, which is 36% of the realistic exposure, is a very strong result, especially in light of the risk factors as discussed above. *See* Messrelian Decl., ¶18.

Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of Plaintiffs' allegations in the operative Complaint. *See* Messrelian Decl., ¶19.

PAGA states a court has discretion to award a lesser amount than the maximum penalty. *See* Lab. Code § 2699(e)(2) ("...a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."); *see also Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiffs' evidence of willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504 ("*Carrington*") illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily discounted award of only $5 per violation because it was within the Court's discretion to significantly reduce PAGA penalties even when there is a finding that a violation of the California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess of $70 million and was successful in proving the PAGA claim during a bench trial. However, the trial court reduced the total award after trial to only $150,000 (30,000 violations x $5) and stated that this reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive", based on Starbucks's "good faith attempts" to comply with meal break obligations and because the Court found the violations were minimal. Thus, the chance of Plaintiffs recovering a higher amount than the Gross Settlement Amount is uncertain. *See* Messrelian Decl., ¶20.

The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See* Messrelian Decl., ¶21.

The settlement of the Action involves monetary relief to all PAGA Members, Plaintiffs, their attorneys, and the State of California. *See* Messrelian Decl., ¶22.

Furthermore, Plaintiffs recognize that continued litigation presents significant risks that support a significant downward departure from Plaintiffs' estimated civil penalties amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiffs and PAGA Members and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Plaintiff, the aggrieved employees, and the State, especially in light of the current economic climate, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with public policy and fully comply with applicable provisions of law. *See* Messrelian Decl., ¶23.

///

IV. TERMS AND PROCEDURES OF THE SETTLEMENT

The Settlement Agreement covers all claims against the Released Parties (as defined in the Settlement Agreement) arising during the Settlement Period for civil penalties under PAGA that were asserted or could reasonably have been asserted based on the facts alleged or that could have been alleged in the Action and/or the PAGA letters submitted by Plaintiffs to the LWDA with respect to PAGA Members from January 10, 2022 through October 4, 2024, including claims for civil penalties under the PAGA for the alleged failure to: properly pay for all hours worked, pay all minimum wages, pay all overtime wages, provide lawful meal periods or provide meal premium compensation in lieu thereof, authorize or permit lawful rest breaks or provide rest premium compensation in lieu thereof, reimburse necessary business expenses, timely pay all wages during employment and upon separation of employment, provide compliant wage statements, properly pay tips and make deductions, properly provide and pay sick leave, keep requisite work records, provide suitable seating, and for civil penalties for violation of and/or based on California Labor Code §§ 201, 202, 203, 204 and/or 204b, 210, 223, 226, 226.3, 226.7, 233, 234, 245-248.5, 510, 512, 551, 552, 558, 558.1, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1199, 2800, 2802, 2698, 2699, and the applicable Industrial Welfare Commission Wage Order Nos. 4-2001/7-2001. *See* Messrelian Decl., **Exhibit 1**, section I, paragraph 5.

Defendant agrees to pay $410,000.00 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

i. $136,666.66 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc. and Marcus J. Bradley of BRADLEY/GROMBACHER, LLP

ii. $7,897.81 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc. and $7,752.25 to Marcus J. Bradley of BRADLEY/GROMBACHER, LLP

iii. $10,000.00 in PAGA Settlement Administrator costs to the Settlement Administrators (Apex).

iv. $247,683.28 (the "Net Settlement Amount" or "NSA") will be divided as follows:

a. $185,762.46 (75% of "NSA") to the LWDA, which represents civil penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*; and

b. $61,920.82 (25% of NSA) (the "PAGA Members Amount") to the PAGA Members, which represents civil penalties payable to the PAGA Members as civil penalties that are allegedly owed in the Action for the period from January 10, 2022 through October 4, 2024. *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.

Plaintiff and each PAGA Member shall receive a portion of the PAGA Members Amount in proportion to the number of pay periods employed in California during the Settlement Period. *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.1

For purposes of computing taxes, one-hundred percent (100%) of the Aggrieved Employee Settlement Award shall be considered to be a civil penalty and shall be reported on a federal form 1099. *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.2.

V. THE PROPOSED FEE AMOUNT FOR ATTORNEY'S FEES AND COST AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE AND SHOULD BE APPROVED

Plaintiffs' counsel's represent Plaintiffs on a straight contingency basis. Plaintiffs' counsel's request for $136,666.66 in total attorney fees and $15,650.06 in litigation costs is fair and reasonable. "Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems, Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int'l Inc.* (Cal. Aug. 11, 2016) 1 Cal.5th 480, 503, 376 P.3d 672, 686 (holding that courts can use the percentage method for the calculation of attorneys' fees). This is also consistent with Plaintiffs' Counsel's experience in cases involving PAGA claims. This award is justified here because Plaintiffs' counsel achieved a strong result for the PAGA Members and the State while bearing the substantial burdens of contingency representation. *See* Messrelian Decl., ¶¶26-27; See also Declaration of Marcus J. Bradley, ¶24.

It is an accepted practice in wage and hour class action settlements to award attorneys' fees to Plaintiffs' Counsel based on a percentage of the total settlement value agreed upon by the Parties. California courts have long recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest* (1977), 20 Cal.3d. 25, 48-49 ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"]; *Wershba v. Apple Computer, Inc.* (2001), 91 Cal.App.4th, 230, 254; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.)

On behalf of Plaintiff McAuliffe, the litigation costs expended to aid in the representation of the PAGA Members include the following: lawsuit filing fee of $454.22; service of lawsuit fee of $245.00; PAGA initial filing fees of $75.00; expert data analysis fee of $1,150.00; mediation fee of $5837.01; and miscellaneous court filing fees of $136.58 for a total of $7,897.81. All of these costs are documented and reasonably incurred. *See* Messrelian Decl., ¶28.

On behalf of Plaintiff Chandler, the litigation costs expended to aid in the representation of the PAGA Members include (1) filing fees, court fees, and service of process; and (2) mediation fees, amounting to a total of $7,752.25. *See* Bradley Decl., ¶¶28-31. Exh. 1.

VI. NO ADMISSION OF LIABILITY OR WRONGDOING

This Settlement represents a compromise and settlement of highly disputed claims. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or the Released Parties. *See* Messrelian Decl., **Exhibit 1**, paragraph 10.1.

VII. PAGA SETTLEMENT ADMINISTRATION

The Parties agree to use Apex Class Action Administration to handle the administration of this Settlement. *See* Messrelian Decl., **Exhibit 1**, paragraph 7.

Aggrieved Employee Data. Within 10 days of the Effective Date, Alo will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Alo has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Alo must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

Funding of Gross Settlement Amount. Alo shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator on or before the Funding Date.

Payments from the Gross Settlement Amount. Within 15 days after Alo funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 5 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the Void Date.

For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

The payment of Individual PAGA Payments shall not obligate Alo to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

See Messrelian Decl., **Exhibit 1**, paragraph 4.

///

///

///

///

///

///

///

///

///

///

///

///

VIII. CONCLUSION

Based upon all of the above and the other documents filed in support of this Motion, Plaintiffs respectfully request that the Court grant this Motion.

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: April 12, 2026

By */S/ HAROUT MESSRELIAN*
HAROUT MESSRELIAN, ESQ.
Attorneys for Plaintiff Kathleen McAuliffe

Respectfully Submitted,

BRADLEY/GROMBACHER, LLP

DATED: April 12, 2026

By */S/ MARCUS J. BRADLEY*
Marcus J. Bradley, Esq.
Attorneys for Plaintiff Jared Morgan Chandler

PROOF OF SERVICE BY E-MAIL
McAuliffe et al v. Alo, LLC
Los Angeles County Case No. 23STCV11684

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 101 N. Brand Blvd., Suite 1450, Glendale, California 91203 and my email address is hm@messrelianlaw.com.

On **April 13, 2026,** I served the foregoing: **PLAINTIFFS' NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES THEREOF; DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; DECLARATION OF MARCUS J. BRADLEY IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT [PROPOSED] ORDER ON UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties by placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Glendale, California, and/or by following one of the methods of service as follows:

ALO, LLC – LEGAL DEPARTMENT
Cynthia C. Mullen, Esq. (SBN 292256)
Jenna W. Logoluso, Esq. (SBN 266685)
9830 Wilshire Boulevard
Beverly Hills, CA 90212
Telephone: (323) 510-1887
Facsimile: (424) 389-7561
Email: jenna.logoluso@aloyoga.com
E-Mail: cynthia.mullen@aloyoga.com
E-Mail: andy.holland@aloyoga.com
Attorneys for Defendant ALO, LLC

(X) **(BY ELECTRONIC TRANSMISSION)** Pursuant to electronic service CCP Sec 1010.6, I transmitted the document(s) electronically to the person (s) at the email address(es) above. Transmission was reported as complete and without error.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed on **April 13, 2026**, at Glendale, California.

Harout Messrelian

Journal Technologies Court Portal

Reschedule a Reservation

Reservation

Reservation ID:
414554305497

Reservation Type:
Motion for Order (Approving PAGA Settlement)

Case Number:
23STCV11684

Case Title:
KATHLEEN MCAULIFFE vs ALO, LLC, et al.

Filing Party:
Kathleen McAuliffe (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 49

Date/Time:
April 30th 2026, 8:30AM

Status:
RESERVED

Number of Motions:
1

Motions to Reschedule

Motion for Order (Approving PAGA Settlement)

Reschedule To:
Date: 05/07/2026 8:30 AM
Location: Stanley Mosk Courthouse - Department 49

Fees

Description	Fee	Qty	Amount
Reschedule Fee	20.00	1	

Chat

Description	Fee	Qty	Amount
Credit Card Percentage Fee (2.75%)	0.55	1	0.55
TOTAL			$20.55

Payment

Amount:
$20.55

Type:
AmericanExpress

Account Number:
XXXX1004

Authorization:
121449

Payment Date:
n/a

Print Receipt | Reserve Another Hearing | View My Reservations