

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
WILLIAM WILKINSON (SBN 346777)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JANIEL VICTORINO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

ALL-CITY MANAGEMENT SERVICES,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 23STCV19464

Assigned for All Purposes to:
Honorable Theresa M. Traber
Department 1

CLASS ACTION

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Declaration of Proposed Class Counsel
(Douglas Han); Declaration of Proposed Class
Representative (Janiel Victorino); Declaration
of Sarah Sterling; Declaration of Jodey
Lawrence; and [Proposed] Order filed
concurrently herewith]

Hearing Date: May 5, 2026
Hearing Time: 10:30 a.m.
Hearing Place: Department 1

Complaint Filed: August 15, 2023
FAC Filed: November 20, 2023
SAC Filed: June 4, 2024
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on May 5, 2026, at 10:30 a.m., or as soon as the matter
2 may be heard, before the Honorable Theresa M. Traber in Department 1 of the Los Angeles County
3 Superior Court located at 312 North Spring Street Los Angeles, California 90012, Plaintiff Janiel
4 Victorino (“Plaintiff”) will and hereby does move for an order:

- 5 • Granting Preliminary Approval of the class action settlement described herein and
6 as set forth in the Class Action and PAGA Settlement Agreement (“Settlement
7 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the
8 Declaration of Douglas Han, including, and not limited to, the means of allocation
9 and distribution of funds;
- 10 • Approving the Court Approved Notice of Class Action Settlement and Hearing
11 Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the
12 Settlement Agreement;
- 13 • Directing the mailing of the Class Notice with a postage-paid return envelope to
14 the Class Members;
- 15 • Approving Phoenix Class Action Administration Solutions as the Administrator;
- 16 • Approving the proposed deadlines for the settlement administration process;
- 17 • Conditionally certifying the Class for settlement purposes only;
- 18 • Appointing Justice Law Corporation as Class Counsel;
- 19 • Appointing Plaintiff as the class representative; and
- 20 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
21 Agreement, at which time the Court will also consider whether to grant Final
22 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
23 Litigation Expenses Payment, Class Representative Service Payment,
24 Administration Expenses Payment, and approval of the allocation of the Private
25 Attorney General Act of 2004 (“PAGA”) Penalties.

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1 This motion is based upon the following memorandum of points and authorities;
2 Declaration of Proposed Class Counsel (Douglas Han); Declaration of Sarah Sterling; Declaration
3 of Jodey Lawrence; [Proposed] Order filed concurrently with this motion; pleadings and other
4 records on file with the Court in this matter; and such documentary evidence and oral argument as
5 may be presented at the hearing on this motion.

6
7 Dated: December 30, 2025

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
10 *Attorneys for Plaintiff*
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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement by Plaintiff on behalf of herself and all current and former hourly-paid or
4 non-exempt employees of Defendant All-City Management Services, Inc. (“Defendant”)
5 employed as crossing guards within the State of California at any time during the period from
6 August 15, 2019, through August 12, 2025 (“Class,” “Class Members,” and “Class Period”). At
7 the time of this filing, the number of Class Members is estimated to be 11,718, which was
8 confirmed by Defendant. (Declaration of Douglas Han In Support of Motion for Preliminary
9 Approval of Class Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

10 **II. BACKGROUND**

11 On August 15, 2023, Plaintiff provided written notice to the California Labor and
12 Workforce Development Agency (“LWDA”) and Defendant. (Han Decl., *supra*, at ¶ 10; Exhibit
13 3.)

14 On August 15, 2023, Plaintiff filed a wage-and-hour class action lawsuit in the Superior
15 Court of California, County of Los Angeles, alleging nine (9) causes of action. (Han Decl., *supra*,
16 at ¶ 11; Exhibit 4.)

17 On November 11, 2023, Plaintiff filed a First Amended Complaint pleading exhaustion of
18 the 65-day notice period. (Han Decl., *supra*, at ¶ 12; Exhibit 5.)

19 During investigation and discovery, it was revealed that Defendant’s crossing guard
20 employees do not work sufficient hours per shift, or in a week, to qualify for overtime wages.
21 Accordingly, on June 4, 2024, Plaintiff filed a Second Amended Complaint removing the cause of
22 action for unpaid overtime wages. (Han Decl., *supra*, at ¶ 13; Exhibit 6.)

23 After engaging in discovery, investigations, and negotiations, on August 12, 2025, the
24 Parties attended mediation with the mediator Warren Jackson that resulted in the settlement of this
25 matter. (Han Decl., *supra*, at ¶ 14.)

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III. INVESTIGATION/ LITIGATION HISTORY

a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions

After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 16.) The Parties drafted and propounded form interrogatories, special interrogatories, requests for admissions, and requests for production of documents and responded to the formal discovery requests. (*Ibid.*) The Parties prepared for and participated in depositions. (*Ibid.*) The Parties met and conferred and agreed to engage in the informal exchange of information, engaged in formal discovery, and then eventually attended mediation. (*Ibid.*)

Prior to the mediation, Defendant produced documents relating to its policies, practices, and procedures. (Han Decl., *supra*, at ¶ 17.) As part of Defendant's production, Plaintiff reviewed time records, pay records, and information relating to the size and scope of the Class. (*Ibid.*) Putative class members were also located and interviewed to attain a better understanding of the extent and frequency of the alleged day-to-day violations. (*Ibid.*)

Based on the information provided by Defendant and interviews with putative class members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide crossing guard employees with legally mandated meal and rest breaks; (2) failed to pay crossing guard employees for all hours worked; (3) failed to reimburse crossing guard employees for necessary business expenses; (4) issued noncompliant wage statements; and (5) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 19-25.)

b. The Parties Were Able to Reach an Agreement

i. The Parties Attended Mediation Which Led to the Settlement

The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 26.) Under the auspices of the mediator, the Parties reached a settlement, the terms of which were memorialized in the Settlement Agreement. (*Id.* at ¶ 26; Exhibits 2, 7.)

The Settlement Agreement represents a compromise of disputed claims. (Han Decl., *supra*, at ¶ 26.) Defendant expressly denies all allegations of wrongdoing and liability, and nothing in the Settlement Agreement shall be construed as an admission by Defendant that any of the allegations have merit or that Defendant has any liability for any claims asserted. (*Ibid.*) The Settlement

1 Agreement was reached solely to avoid the burden, expense, and risk of continued litigation. (Han
2 Decl., *supra*, at ¶ 26.)

3 **ii. The Settlement Was Reached as a Result of Arm's-Length Negotiations**

4 The Settlement Agreement was reached because of arm's-length negotiations. (Han Decl.,
5 *supra*, at ¶ 29.) Though cordial and professional, the settlement negotiations have always been
6 adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted
7 extensive arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

8 Plaintiff and Class Counsel recognize the expense and length of additional proceedings
9 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
10 30.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation,
11 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
12 foregoing, Plaintiff and Class Counsel believe that the Settlement is a fair, adequate, and
13 reasonable settlement and is in the best interests of the Class Members. (*Ibid.*)

14 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

15 The Parties investigated and evaluated the strengths and weaknesses of the claims and
16 defenses before reaching the Settlement Agreement and engaged in research and formal discovery
17 to support the Settlement Agreement. (Han Decl., *supra*, at ¶ 31.) The Settlement Agreement was
18 only possible following significant investigation and evaluation of the relevant policies and
19 practices, permitting Class Counsel to engage in a comprehensive analysis of liability and potential
20 damages. (*Ibid.*) This case has reached the stage where the Parties understand "the strength of the
21 case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light
22 of the best possible recovery" sufficient to support the reasonableness, adequacy, and fairness of
23 the Settlement Agreement. (Han Decl., *supra*, at ¶ 31; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485
24 F.Supp. 610, 617.)

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1 **c. Terms of the Settlement**

2 **i. Deductions from the Settlement**

3 The Parties agreed that (subject to the Court’s approval) this matter should be settled and
4 compromised for the non-reversionary sum of \$3,200,000 (“Gross Settlement Amount”) which
5 includes: (1) Class Counsel Fees Payment up to \$1,120,000 (35% of the Gross Settlement
6 Amount); (2) Class Counsel Litigation Expenses Payment up to \$30,000; (3) Class Representative
7 Service Payment up to \$10,000; (4) Administration Expenses Payment up to \$60,000; and (5)
8 PAGA Penalties up to \$200,000. (Han Decl., *supra*, at ¶ 27.)

9 **ii. Calculating Settlement Payments**

10 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
11 that \$1,780,000 (“Net Settlement Amount”) will be paid to the Participating Class Members – with
12 a gross *average* Individual Class Payment estimated at \$151.90. (Han Decl., *supra*, at ¶ 28.)

13 The Participating Class Members will receive a proportionate share of the Net Settlement
14 Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26;
15 Exhibit 2, *supra*, at § C(2)(e).) The Individual Class Payments will be allocated ten percent (10%)
16 to the settlement of wage claims and ninety percent (90%) to the settlement of claims for interests
17 and penalties. (*Ibid.*)

18 The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be
19 determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26;
20 Exhibit 2, *supra*, at § C(2)(d).) The Aggrieved Employees’ portion of the PAGA Penalties will be
21 allocated as one hundred percent (100%) penalties. (*Ibid.*)

22 **iii. Notice to the Class**

23 No later than twenty-one (21) calendar days after the Court grants Preliminary Approval
24 of the Settlement, Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*,
25 at ¶ 26; Exhibit 2, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving
26 the Class Data, the Administrator will send the Class Notice with a Spanish translation to all Class
27 Members identified in the Class Data via first-class United States Postal Service mail. (*Id.* at §
28 G(4)(c).)

1 **iv. Distribution of Funds**

2 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
3 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at §§ D(2), D(3).)
4 The uncashed settlement checks will be canceled and transmitted to the California Controller's
5 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

6 **v. Release of Claims**

7 The Settlement provides for a comprehensive release of all wage and hour claims that were
8 or could have been brought based on the facts alleged. Effective on the date when Defendant fully
9 funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
10 Portion of the Individual Class Payments, all the Participating Class Members, on behalf of
11 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
12 successors, and assigns, release the Released Parties from the Released Class Claims. (Han Decl.,
13 *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(2).) The Participating Class Members release all the claims
14 under Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226(e), 226.3, 226.7, 246,
15 432.5, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 2800, and 2802, and Business
16 and Professions Code section 17200. (*Ibid.*)

17 Effective on the date when Defendant fully funds the Gross Settlement Amount and funds
18 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the
19 Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed
20 to release, on behalf of themselves and their former and present representatives, agents, attorneys,
21 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
22 Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(3).) The Aggrieved Employees release
23 all the claims under Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7,
24 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (*Ibid.*)

25 Effective on the date when Defendant fully funds the Gross Settlement Amount and funds
26 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff
27 and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators,
28 successors, and assigns waive, release, acquit, and forever discharge the Released Parties from the

Plaintiff's Release. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(1).) Furthermore, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

With regards to class action releases, “[A] court may release not only those claims alleged in the complaint and before the court, but also claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the complaint.” (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case is acceptable because it is limited to the scope of the allegations in the operative complaints. Moreover, the released claims are “‘based on *the identical factual predicate* as that underlying the claims in the settled class action.” (*Ibid.*) In other words, the released claims do not “‘go beyond the scope of the allegations in the operative complaint’” (*Ibid.*)

Effective on the date when Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the Participating Class Members will be permanently barred from pursuing the Released Class Claims against the Released Parties.

d. Counsel for Both Parties Are Experienced in Similar Litigation

The Parties' counsel are experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, settlement versus trial on a fully informed basis, and viability of the defenses. (*Ibid.*) This experience instructed Class Counsel on the risks and uncertainties of further litigation and guided their determination to endorse the Settlement Agreement.¹ (*Ibid.*)

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¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Class Notice has been provided to the Class, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval.

1 **IV. ARGUMENT**

2 **a. Class Action Settlements Are Subject to Court Review**

3 Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before
4 final approval, the court must conduct an inquiry into the fairness of the proposed settlement.”
5 (Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary
6 approval of class settlements:

7 (a) A settlement or compromise of an entire class action, or a cause of action in
8 a class action, or as to a party, requires the approval of the court after
9 hearing.

10 (c) Any party to a settlement agreement may serve and file a written notice of
11 motion for preliminary approval of the settlement. The settlement
12 agreement and proposed notice to class members must be filed with the
13 motion, and the proposed order must be lodged with the motion.

14 Courts have discretion to approve settlements that are fair, not collusive, and consider “all
15 the normal perils of litigation as well as the additional uncertainties inherent in complex class
16 actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
17 *nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

18 **b. The Settlement Is a Reasonable Compromise of Claims**

19 An understanding of the amount in controversy is an important factor in whether the
20 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of
21 the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
22 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
23 Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case for
24 plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar*, at p. 130;
25 see also *Munoz*, at p. 409.)

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28 ² The California Supreme Court has authorized California’s trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. (*Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties cite Federal Rule 23 and federal case law in addition to California law.

1 *Kullar's* instruction to the court is not to “decide the merits of the case or to substitute its
2 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker*
3 *Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the maximum
4 amount the class could recover if plaintiff prevailed on all his claims, provided there is a record
5 that allows ““an understanding of the amount that is in controversy and the realistic range of
6 outcomes of the litigation.”” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186
7 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith under
8 Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is
9 within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

10 **i. The Settlement Amount of \$3,200,000 Is Fair and Reasonable**

11 The Settlement Agreement was only possible following significant investigation and
12 evaluation of the relevant policies and procedures, as well as the data produced, as referenced in
13 Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and
14 potential damages. (Han Decl., *supra*, at ¶ 31.)

15 The claims are predicated on the alleged: (1) failure to pay minimum wages; (2) failure to
16 provide meal and rest breaks and pay applicable premium wages; (3) failure to timely pay wages;
17 (4) failure to issue compliant wage statements; (5) failure to reimburse business expenses; (6)
18 violation of PAGA; and (7) violation of Business & Professions Code section 17200. (Han Decl.,
19 *supra*, at ¶ 32.) Defendant vehemently denies the theories of liability. (*Id.* at ¶ 33.)

20 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
21 to certification are always present. (Han Decl., *supra*, at ¶ 34.) As the California Supreme Court
22 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
23 always a matter of the trial court’s sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
24 *Stores, Inc.* have reached different conclusions regarding certification of wage-and-hour claims.³
25 (*Ibid.*) Thus, Plaintiff believes that the calculations for potential damages were discounted.

26 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
27 of class claiming misclassification and ordering summary adjudication in favor of employees],
28 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440

1 **ii. The PAGA Penalties of \$40,000 Is Reasonable**

2 The provisions of the Labor Code potentially triggering PAGA penalties include Labor
3 Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a),
4 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 42.)
5 The PAGA claims being settled match those set forth in the written notice sent to the LWDA.
6 (*Ibid.*) Defendant represents that it is in the process of updating its policies, procedures, and payroll
7 practices to ensure ongoing compliance with the Labor Code and applicable IWC Wage Orders.
8 The Parties acknowledge and agree that the Class Period and PAGA Period end on August 12,
9 2025 and that no claims, penalties, or damages shall accrue against Defendant for any alleged
10 Labor Code violations occurring after that date. ((Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at §
11 III (3).)

12 Defendant asserted that, regardless of the results of the underlying causes of action, PAGA
13 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained
14 that it had a strong argument that it would be unjust to award the full PAGA penalties given the
15 current unsettled state of the law. (Han Decl., *supra*, at ¶ 42; *Thurman v. Bayshore Transit Mgmt.*
16 (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) Furthermore,
17 Defendant argued that when limited to the initial violation, the PAGA penalties, assuming Plaintiff
18 is able to prove the existence of such violation, could be limited to about **\$885,800** (8,858 crossing
19 guard employees x \$100 penalty for initial violation) on the low end and **\$5,312,800** (8,858
20 crossing guard employees x \$100 penalty for initial violation x 6 theories of recovery) on the high
21 end. (Han Decl., *supra*, at ¶¶ 43-45.) Class Counsel had to consider Defendant's potential
22 counterargument, such as making remedial efforts to comply with the violations set forth in the
23 written notice sent to the LWDA, in addition to the amendments made to Labor Code section 2699.
24 (*Id.* at ¶ 45.) As a result, Class Counsel applied several discounts when calculating the PAGA
25 penalties. (*Ibid.*)

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27 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
28 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

1 Plaintiff recognized that the risk that any PAGA award could be reduced. (Han Decl.,
2 *supra*, at ¶ 46.) Many of the causes of action brought were also duplicative of the statutory claims.
3 (*Ibid.*) Allocating \$200,000 to PAGA civil penalties was reasonable given that Defendant is also
4 paying an additional \$3,000,000 in the class settlement. (*Ibid.*) When PAGA penalties are
5 negotiated in good faith and “there is no indication that [the] amount was the result of self-interest
6 at the expense of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

7 Considering the defenses, supporting evidence, and position that the case is not suitable for
8 class treatment, the Settlement Agreement is reasonable, adequate, and fair.

9 **c. Discount Analysis Justifies the Settlement**

10 Excluding the civil penalties, which could be completely discretionary, the estimated total
11 potential theoretical exposure, assuming certification and the ability to prove the existence of each
12 and every alleged violation, would be approximately **\$51,141,258.82**. (Han Decl., *supra*, at ¶ 47.)
13 Defendant continues to maintain that none of the claims have any merit and expressly denies that
14 the rest break and meal break violations in particular would be appropriate for class treatment.
15 (*Ibid.*) However, due to the costs of continuing this litigation, Defendant has agreed to the terms
16 of the Settlement Agreement. (*Ibid.*)

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27 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009
28 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,
“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
damages to the PAGA claims”.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$174,482.96	75%	65%	\$15,267.26
Meal Break Premiums	\$1,856.91	65%	65%	\$227.47
Minimum Wage: Off-the-Clock Work	\$6,867,405.95	65%	65%	\$841,257.23
Unreimbursed Business Expenses	\$2,872,725	35%	75%	\$466,817.81
Wage Statement Penalty	\$27,902,700	75%	75%	\$1,743,918.75
Waiting Time Penalty	\$13,322,088	75%	75%	\$832,630.50
THEORETICAL EXPOSURE	\$51,141,258.82⁵			\$3,900,119.02⁶

Plaintiff believes that the realistic recovery for this case is about **\$3,900,119.02**. (Han Decl., *supra*, at ¶ 54.) As a result, Plaintiff believes that the Gross Settlement Amount is about six percent (6.26%) of the estimated total potential exposure and eighty-two percent (82.05%) of the estimated total realistic exposure at trial, which is a reasonable settlement. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska P’ship* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators”). This settlement is in line with the realistic exposure if Plaintiff prevailed at trial and provides a significant recovery for the Class Members.

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⁵ (Han Decl., *supra*, at ¶¶ 35-41.)

⁶ (Han Decl., *supra*, at ¶¶ 48-53.)

1 **d. Conditional Certification of the Class Is Appropriate**

2 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one of
3 a common or general interest, of many persons, or when the parties are numerous, and it is
4 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
5 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies “both [1]
6 an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

7 Plaintiff believes that the Class is ascertainable and numerous as to make it impracticable
8 to join all the Class Members, and there are common questions of law and fact that predominate
9 over any questions affecting any individual Class Member. (Han Decl., *supra*, at ¶ 55.) Plaintiff
10 contends that Plaintiff’s claims are typical of the claims of the Class, and Class Counsel will fairly
11 and adequately protect the interests of the Class Members. (*Ibid.*) Plaintiff asserts that the
12 prosecution of separate actions by the individual Class Members would create the risk of
13 inconsistent or varying adjudications. (*Ibid.*)

14 **i. The Class Is Ascertainable and Sufficiently Numerous**

15 “Ascertainability is required in order to give notice to putative class members as to whom
16 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
17 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
18 by describing a set of common characteristics sufficient to allow a member of that group to identify
19 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
20 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
21 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

22 This case involves approximately 11,718 Class Members, meaning that the Class is
23 sufficiently numerous. (Han Decl., *supra*, at ¶ 56; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169
24 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former
25 employees” is sufficiently numerous].) Plaintiff believes that the Class Members have a right to
26 recover based on these alleged commonalities. (*Ibid.*)

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1 **ii. Class Members Share a Well-defined Community of Interest**

2 The community of interest requirement “embodies three factors: (1) predominant common
3 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
4 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
5 *Superior Court, supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
6 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
7 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis
8 in original).) The courts focus on the defendant’s internal policies and “pattern and practice . . . in
9 order to assess whether that common behavior toward similarly situated plaintiffs renders class
10 certification appropriate.” (*Ibid.*) The application of each of these factors is discussed below.

11 **1. Common Issues Predominate**

12 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
13 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
14 *Department of Developmental Services, supra*, 155 Cal.App.4th at p. 690.) In other words, courts
15 determine whether the elements necessary to establish liability are susceptible to common proof,
16 even if the class members must individually prove their damages. (*Brinker Restaurant Corp. v.*
17 *Superior Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class
18 certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC*
19 *Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS
20 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.*
21 (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court
22 certified class of dancers on state law claims].)

23 Plaintiff asserts that common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 57.) Plaintiff contends that all Class Members were subject to the
25 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

26 **2. Plaintiff’s Claims Are Typical of the Class Claims**

27 Typical claims rely on legal theories and facts that are substantially like those of other class
28 members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

1 Plaintiff is a former employee of Defendant who was employed as a crossing guard and
2 alleges that Plaintiff and the Class Members were employed by the same company and were
3 allegedly injured by the common policies and practices related to the claims described above. (Han
4 Decl., *supra*, at ¶ 58; Declaration of Janiel Victorino Re Adequacy In Support of Motion for
5 Preliminary Approval (“Victorino Decl.”), ¶¶ 2-8, 12-15.) Plaintiff seeks relief for these claims
6 and derivative claims on behalf of the Class. (Han Decl., *supra*, at ¶ 58; Victorino Decl., *supra*, at
7 ¶¶ 2-8, 12-15.) Thus, the claims arise from the same employment practices and are based on the
8 same legal theories applicable to the Class. (Han Decl., *supra*, at ¶ 58; Victorino Decl., *supra*, at
9 ¶¶ 2-8, 12-15.)

10 **3. Plaintiff Is Adequate to Represent the Class**

11 Plaintiff contends that Plaintiff is an adequate class representative. (Han Decl., *supra*, at ¶
12 59; Victorino Decl., *supra*, at ¶¶ 9-11, 16-21.) Plaintiff conducted herself diligently and
13 responsibly in representing the Class, understands the fiduciary obligations, and actively
14 participated in the prosecution of this case. (Han Decl., *supra*, at ¶ 59; Victorino Decl., *supra*, at
15 ¶¶ 9-11, 16-21.) Plaintiff spent time in meetings and conferences with Class Counsel to provide
16 them with a complete understanding of the work experience and environment. (Han Decl., *supra*,
17 at ¶ 59; Victorino Decl., *supra*, at ¶¶ 9-11, 16-21.) Plaintiff also prepared for and sat for a full day
18 of deposition. (Han Decl., *supra*, at ¶ 59; Victorino Decl., *supra*, at ¶¶ 9-11, 16-21.) Plaintiff has
19 no interest adverse to the interests of the other Class Members. (Han Decl., *supra*, at ¶ 59;
20 Victorino Decl., *supra*, at ¶¶ 9-11, 16-21.)

21 **4. Class Action Is Superior for the Fair and Efficient Adjudication** 22 **of this Controversy**

23 A class action is superior to other available means for the fair and efficient adjudication of
24 this controversy. Plaintiff contends that the joinder of all Class Members is impractical and that
25 class treatment will permit many similarly situated persons to prosecute their common claims for
26 settlement purposes simultaneously in a single forum without the duplication of effort and expense
27 that numerous individual actions would necessitate. Because several Class Members are also
28 current crossing guard employees, Plaintiff believes that the fear of retaliation further supports the

1 superiority of class-wide relief as this fear often discourages current crossing guard employees
2 from seeking legal redress.

3 **e. The Settlement Is Fair, Reasonable, and Adequate**

4 In deciding whether to approve a proposed class action settlement under Code of Civil
5 Procedure section 382, the Court must find a proposed settlement is “fair, adequate and
6 reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action
7 settlement is presumed fair under the following circumstances: (1) parties reached settlement after
8 arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the
9 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of
10 objectors is small. (*Id.* at p. 1802.) All these elements are present here.

11 The Parties have structured the Settlement Agreement to achieve complete finality. All the
12 Participating Class Members will be bound by the Settlement Agreement and will be permanently
13 barred from asserting the Released Class Claims against the Released Parties. This provides
14 Defendant with certainty and closure that justifies the Gross Settlement Amount.

15 **f. Notice to the Class Complies with Rules of Court, Rule 3.769(f)**

16 Rules of Court, rule 3.769(f), provides:

17 If the court has certified the action as a class action, notice of the final approval
18 hearing must be given to class members in the manner specified by the court. The notice
19 must contain an explanation of the proposed settlement and procedures for class members
20 to follow in filing written objections to it and in arranging to appear
21 at the settlement hearing and state any objections to the proposed settlement.

22 The Class Notice meets all these requirements. The Class Notice advises the Class
23 Members of their right to participate in the Settlement, how and when to object to or request
24 exclusion from the Settlement, and date, time, and location of the Final Approval Hearing.

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1 **V. CONCLUSION**

2 Plaintiff submits the Settlement is in the best interests of the Class. Under the applicable
3 class action criteria and guidelines, the Settlement should be preliminarily approved, Class should
4 be conditionally certified for settlement purposes, and Class Notice should be approved.

5
6 Dated: December 30, 2025

JUSTICE LAW CORPORATION

7 By: 
8 Douglas Han
9 *Attorneys for Plaintiff*

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On December 30, 2025, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case: **Victorino v. All-City Management Services, Inc.**
LWDA/Court Case No.: **LWDA Case No.: 975151-23**
Court Case No.: 23STCV19464
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

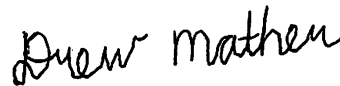
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 30, 2025, at Pasadena, California.



Drew Mather