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Attorneys for Plaintiff Maurice Mack,
on behalf of himself, all others similarly situated,
and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MAURICE MACK, on behalf of himself and all others similarly situated and on behalf of the general public, Plaintiff, v. KOBO EVENTS LLC, a California limited liability company, doing business as 4DIAMOND EVENTS and TITANIUM, and DOES 1 through 10, inclusive, Defendant.	Case No. 37-2024-00004372-CU-MC-CTL Assigned to Hon. Robert Longstreth, Dept. C-65 **NOTICE OF UNOPPOSED MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** **Date: May 8, 2026** **Time: 8:30 a.m.** **Dept.: C-65** *Complaint Filed: January 16, 2024*

PLEASE TAKE NOTICE THAT on May 8, 2026 at 8:30 a.m. or as soon thereafter as the matter may be heard, in Department C-65 of the above-entitled Court, located at Hall of Justice, Fourth Floor, 330 W Broadway, San Diego, California 92101, Plaintiff Maurice Mack will and hereby does move unopposed for an Order (1) preliminarily finding that the settlement between the parties falls within the range of reasonableness and preliminarily approving the proposed class action settlement in the above-captioned case, (2) conditionally certifying, for settlement purposes only, a settlement class, (3) provisionally approving the appointment of Plaintiff Maurice Mack as Class Representative, (4) provisionally approving the appointment of Gaines Law Corporation as Class Counsel, (5) provisionally approving the appointment of ILYM Group, Inc. as settlement administrator, (6) approving as to content and form the notice to the settlement class, and directing it be disseminated by the Settlement Administrator; and (7) setting a final fairness and approval hearing.

This unopposed Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to preliminarily certify a class for settlement purposes only.

The basis for this unopposed Motion is that the proposed settlement is fair, adequate, and reasonable and in the best interests of the settlement class as a whole, and that the procedures proposed by the Parties are adequate to ensure the opportunity of class members to participate in, opt out of, or object to the settlement.

This Motion will be based on the Memorandum of Points and Authorities set forth herein, the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims, the Declarations of Evan S. Gaines, Lisa Mullins, and Maurice Mack, such evidence or oral argument as may be presented at the hearing, and on the complete record and file herein.

Dated: April 9, 2026 Respectfully submitted,

GAINES LAW CORPORATION

By: ______________________

EVAN S. GAINES
Attorney for Plaintiff Maurice Mack and
Proposed Class Counsel

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Parties have reached a resolution of this class action and representative action and hereby submit their Settlement Agreement and Release of Claims ("Settlement") for the Court's approval. The Settlement is made and entered into by and between Plaintiff Maurice Mack ("Plaintiff" or "Mack"), individually and on behalf of all others similarly situated, and Defendant KOBO EVENTS LLC, a California limited liability company, doing business as 4DIAMOND EVENTS and TITANIUM ("Defendant").

The Settlement occurred as a result of extensive arm's-length negotiations by experienced counsel with the assistance of a respected mediator with experience in the area of employment class actions. Most importantly, the Settlement will result in significant financial benefit to the participating claimants, on terms that are by any measure fair, reasonable and adequate. *See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801-02. The proposed Settlement provides for a non-reversionary class settlement in the gross amount of $250,000 to a settlement class of approximately 357 Settlement Class Members, yielding a gross recovery of nearly **$833.33** each. As detailed below, the Settlement is in the best interests of the class in light of all of the facts and circumstances and the risks and delays of further litigation.

For the foregoing reasons, the Parties respectfully request that the Court: (a) grant preliminary approval of the Settlement and preliminarily find that the Settlement falls within the range of reasonableness; (b) conditionally grant certification of the proposed Settlement Class, for settlement purposes only; (c) provisionally approve the appointment of Plaintiff Maurice Mack as Class Representative; (d) provisionally approve the appointment of Gaines Law Corporation as Class Counsel; (e) provisionally approve appointment of ILYM Group, Inc. as the Settlement Administrator; (f) authorize the mailing of the proposed class action notice packet; and (g) schedule a final fairness and approval hearing.

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II. BACKGROUND AND PROCEDURAL HISTORY

On October 5, 2023, Plaintiff exhausted the pre-filing requirements of the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Declaration of Evan S. Gaines ("Gaines Decl.") at ¶ 6.

On January 16, 2024, Plaintiff initiated his Action in the San Diego County Superior Court by filing a Class and Representative Action Complaint, pursuant to PAGA, on behalf of himself, all others similarly situated, on behalf of the general public, and Aggrieved Employees ("Complaint"). Gaines Decl. at ¶ 7.

The Complaint asserts claims against Defendant for (1) failure to pay all minimum and overtime wages due (Labor Code §§ 510, 1174, 1174.5, 1194, 1194.2, and 1198;); (2) failure to provide compliant rest periods or correct compensation in lieu thereof (Labor Code § 226.7; IWC Wage Order 4-2001); (3) failure to provide compliant meal periods or correct compensation in lieu thereof (Labor Code §§ 226.7, 512, 1174, 1174.5, and 1198; IWC Wage Order 4-2001); (4) failure to reimburse all business-related expenses (Labor Code § 2802); (5) failure to provide access to payroll records (Labor Code § 226(c)); (6) failure to provide access to personnel records (Labor Code §§ 432 and 1198.5); (7) failure to comply with itemized employee wage statement provisions (Labor Code § 226(a), (e)); (8) failure to timely pay wages due at the separation of employment (Labor Code §§ 201-203 and 227.3); (9) violation of Business and Professions Code § 17200 for underlying violations of the Labor Code as set forth in the Action; and (10) civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the Action. Gaines Decl. at ¶ 8.

Defendant denies any liability or wrongdoing of any kind whatsoever in connection with the claims in the Action and further denies that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment. Gaines Decl. at ¶ 9.

The Class Representative contends that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class certification. Gaines Decl. at ¶ 10.

III. INVESTIGATION AND SETTLEMENT DISCUSSIONS

Class Counsel conducted a thorough investigation into the facts and law during the prosecution of this class action case, including the exchange of limited informal discovery, including but not limited to documents regarding Defendant's employment/workplace policies in place during the applicable period and a sample of time records and wage records relating to the wage statements contents and wages paid to Defendant's non-exempt employees during the relevant time periods, and the review and verification of other facts and information provided by Defendant. Class Counsel also represents that he has investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the damages and other losses claimed by Plaintiff. Gaines Decl. at ¶ 11.

On March 28, 2025, the Parties participated in a mediation with Mike Ludwig, Esq., wherein a settlement of Plaintiff's individual, class, and representative wage and hour claims. Gaines Decl. at ¶ 12.

Plaintiff's Counsel created a damage analysis using sampling information obtained through informal discovery. This damage analysis reveals that the negotiated settlement falls within a realistic range of recovery on Class Members' claims. Gaines Decl. at ¶ 13.

Based on his own independent investigation and evaluation, Class Counsel is of the opinion (and will so represent to the Court) that settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendant. Gaines Decl. at ¶ 14.

The Parties agree that the Settlement Class described herein may be certified for settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the Settlement Class is for purposes of the settlement only. If for any reason the Settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of the settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this Settlement

Agreement is for settlement purposes only and will not be admissible for any purpose in this or any other proceeding. Gaines Decl. at ¶ 15.

IV. LEGAL ANALYSIS

A. The Proposed Settlement Terms

1. The Settlement Class

The Parties have agreed to a settlement class composed of "all non-exempt employees of Defendant KOBO EVENTS LLC in California at any time between January 16, 2020 and March 28, 2025." Settlement at A.4.

2. Allocations to be Paid from the Gross Settlement Amount

The Parties agree to settle the Action for a Gross Settlement Amount of $250,000 (the "Gross Settlement Amount").[1] The Gross Settlement Amount includes: (a) payments to Settlement Class Members (excluding any appropriate and lawfully required employer-side payroll taxes owed by Defendant on such payments, which Defendant shall separately be responsible for apart from the Gross Settlement Amount); (b) the Enhancement/General Release Award to the Class and PAGA Representative; (c) the PAGA Payment; (d) the Settlement Administrator's fees and costs, and (e) Class Counsel's approved attorneys' fees and costs/expenses. In no circumstance shall Defendant be required to pay any additional monies beyond the Gross Settlement Amount plus the employer-side payroll taxes. Settlement at ¶ C(1).

From the Gross Settlement Amount, Defendant will not oppose Plaintiff's counsel's application to the Court for up to 33 1/3% of the Gross Settlement Amount for attorneys' fees (projected to be $83,333.33). Settlement at C(1)(g).

From the Gross Settlement Amount, Defendant will not oppose Plaintiff's counsel's application to the Court for up to $12,000 in reimbursement of litigation costs and expenses.

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[1] The Gross Settlement Amount was calculated with, and is premised on, the understanding that the Class Members and PAGA Employees worked approximately 8,000 workweeks during the Class Period. The Parties agree that if the total number of pay periods during the Class Period exceeds One Hundred Ten Percent (110%) of the estimated 8.000 workweeks (*i.e.,* exceeds 8,800 workweeks), Defendant will proportionately increase the Gross Settlement Amount commensurate with the percentage increase in the number of total pay periods beyond ten percent (10%). As an example, and for the avoidance of doubt, if the total pay periods increases to 2% above 8,960 pay periods, then the Gross Settlement Amount shall increase by 2%. Settlement at ¶ H.17.

Settlement at C(1)(h).

From the Gross Settlement Amount, Defendant will not oppose Plaintiff's counsel's application to the Court for Enhancement/General Release Award to Plaintiff Maurice Mack in the gross amount of $10,000, in consideration for his efforts in instituting and participating in the Action. Settlement at C(1)(f).

From the Gross Settlement Amount, settlement administration fees paid to ILYM Group, Inc. will be no more than $5,550. Settlement at C(1)(i).

From the Gross Settlement Amount, the portion to be allocated for settlement of any and all claims for penalties under the PAGA is $20,000 ("PAGA Payment"), 75% ($15,000) shall be paid directly to the LWDA and 25% ($5,000) shall be distributed to the PAGA Employees as PAGA Employee Payments. Settlement at C(1)(e).

The Gross Settlement Amount shall encompass the following: (1) Class Counsel's fees, costs, and expenses; (2) the Enhancement/General Release Award; (3) the Settlement Administrator's fees and costs; (4) the PAGA Payment; and (5) the Net Settlement Amount (the "NSA"). After the deduction of the amounts approved for the Enhancement/General Release Award, the PAGA Payment, the Settlement Administrator's fees and costs, and Class Counsel's fees, costs, and expenses from the Gross Settlement Amount, the remainder shall be referred to as the Net Settlement Amount. Settlement at C(1)(a).

3. **Settlement of Claims Pursuant to Labor Code § 2699 *et seq.* (PAGA)**

Pursuant to PAGA, the Parties have agreed that $6,000 of the Gross Settlement Amount will be allocated to settle the claims brought under Labor Code § 2699 *et seq*. Pursuant to Labor Code § 2699(i), "civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency…and 25 percent to the aggrieved employees." As such, 75% of the apportioned PAGA settlement amount ($20,000) – or $15,000 – shall be paid directly to the LWDA, and 25%, i.e., $5,000, shall be distributed to the PAGA Employees as PAGA Employee Payments. Settlement at C(1)(e).

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B. Two-Step Approval Process

Any settlement of class litigation must be reviewed and approved by the Court. Cal. R. Ct. 3.769; Fed. R. Civ. P. 23(e).[2] This is done in two steps: (1) an early (preliminary) review by the trial court, and (2) a final review after notice has been distributed to the Class Members informing them of the terms of the settlement and allowing them to exclude themselves from, participate in and/or object to the settlement. The Manual for Complex Litigation (Third) § 30.41 states:

> Approval of class action settlements involves a two-step process. First, counsel submit the proposed terms of settlement and the court makes a preliminary fairness evaluation. If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval, the court should direct that notice … be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

Thus, the preliminary approval by the trial court is simply a conditional finding that the settlement appears to be within the range of acceptable settlements. *See Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 234-35. "The strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal may vary. The court may find that the settlement proposal contains some merit, is within the range of reasonableness required for a settlement offer, or is presumptively valid subject only to any objections that may be raised at a final hearing." 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions*, § 11.26 (4th ed. 2002).

The procedures for the Parties' submission of a proposed settlement for preliminary approval by the Court also are discussed in 4 *Newberg on Class Actions*:

> When the parties to an action reach a monetary settlement, they will usually prepare and execute a joint stipulation of settlement, which is submitted to the court for preliminary approval. The stipulation should set forth the essential terms of the agreement, including but not limited to, the amount of settlement, form of payment, manner of determining the effective date of settlement and any recapture clause.

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[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. *See Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146. Where appropriate, therefore, Plaintiff cites Federal Rule 23 and federal case law in addition to California law.

Id. at § 11.24.

Here, the Parties have reached such an agreement and have submitted the Settlement herewith. *See* Gaines Decl., **Exhibit B**; Gaines Decl. ¶ 16.

C. Procedures for Settlement Before Class Certification.

Pursuant to California Rules of Court, Rule 3.769(d), parties also may, at the preliminary approval stage, request that the court provisionally approve certification of the class – conditioned upon final approval of the settlement. "[P]re-certification settlements are routinely approved if found to be fair and reasonable." *Wershba*, *supra*, 91 Cal. App. 4th at 240. *Accord Dunk, supra*, 48 Cal. App. 4th at 1803 (although the settlement was reached before any "adversary certification," the court was satisfied that it was "fair, adequate and reasonable."). *See also In re Baldwin-United Corp.* (S.D.N.Y. 1984) 105 F.R.D. 475, 478[3] ("many courts have employed this practice in the name of judicial efficiency in order to facilitate apparently beneficial settlement proposals.")

> The strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal . . . may be set out in conditional orders granting tentative approval to the various items submitted to the court. Three basic rulings are often conditionally entered at this preliminary hearing. These conditional rulings may approve a temporary settlement class, the proposed settlement, and the class counsel's application for fees and expenses.

4 *Newberg on Class Actions*, at § 11.26.

As required by Labor Code § 2699(l)(2), concurrent with Plaintiff's submission of the Settlement to the Court, his counsel is transmitting it, together with this Motion, to the LWDA. Gaines Decl. at ¶ 32.

1. **The Settlement Class Should Be Certified for Settlement Purposes**

It is well established that trial courts should use a lower standard for determining the propriety of certifying a settlement class, as opposed to a litigation class. *Dunk*, *supra*, 48 Cal. App. 4th at 1807, n. 19. The reason for this is that no trial is anticipated in a settlement class, so the case management issues inherent in determining if the class should be certified need not be confronted. *Amchem Products, Inc. v. Windsor* (1987) 521 U.S. 591, 620. The proposed

[3] In determining the fairness and reasonableness of a proposed settlement, California courts may look to federal cases for guidance. *See Wershba*, 91 Cal. App. 4th at 239-40.

Settlement Class meets all requirements for certification, as discussed below.

a. **<u>The Settlement Class is Ascertainable</u>**

The proposed Settlement Class is ascertainable. The class definition, the size of the Class, and the means for identifying the members of the class determine whether the class is ascertainable. *Reyes v. Board of Supervisors* (1987) 196 Cal. App. 3d 1263, 1274. In this case, the Class Members are identifiable from Defendant's employment and payroll records. Further, the Settlement Class is sufficiently numerous to warrant certification. According to Defendant's records, the Class comprises approximately 357 members. Gaines Decl. ¶ 28.

b. **<u>Questions of Law or Fact Common to Members of the Settlement Class Predominate</u>**

The Class Members' claims all stem from a common source: members of the Settlement Class allege that Defendant violated the same Labor Code provisions in connection with their employment in non-exempt positions. All members of the Class seek the same relief under the same California laws (related to failure to pay all minimum and overtime wages due, provide meal and rest periods, inaccurate or incomplete wage statements, failure to timely pay wages due upon separation, failure to reimburse business expenses; failure to provide access to payroll records and personnel records; and derivative claims). Under these circumstances, the commonality requirement is satisfied for purposes of certifying the Settlement Class for settlement purposes. Gaines Decl. ¶ 29.

c. **<u>The Proposed Class Representative's Claims Are Typical of the Class Members' Claims</u>**

A class representative's claims are typical when they arise from the same event or course of conduct that gives rise to the claims of the class, and are based on the same legal theory. *Classen v. Weller* (1983) 145 Cal. App. 3d 27, 46-47. In this case, named Plaintiff and proposed Class Representative Maurice Mack is a former non-exempt employee who worked for Defendant in the State of California during the Class Period. He contends that Defendant failed to pay all wages due, failed to provide meal and rest periods, failed to comply with itemized employee wage statement provisions, and failed to timely pay wages at the separation of employment, in violation of Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 227.3, 432, 510, 512, 1174, 1174.5, 1194, 1194.2, 1198, 1198.5, 2698, 2699, and 2802 among other Labor Code provisions. He has the same claims as those that the members of the Settlement Class would reasonably be expected to bring based on the course of conduct alleged herein. Gaines Decl. ¶ 30.

Plaintiff has also demonstrated that he will aggressively and competently assert the interests of the proposed Settlement Class; he has taken an active role in the litigation and has no apparent conflicts with other class members. Gaines Decl. ¶ 31; Declaration of Maurice Mack ("Mack Decl."). Furthermore, Plaintiff has retained competent counsel, experienced in litigating class action claims in the employment context. *See* Gaines Decl. ¶¶ 2-5.

D. The Settlement Is Fair and Reasonable and Not the Result of Fraud or Collusion

Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars Steel Corp. v. Continental Illinois Nat'l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682; *In re Chicken Antitrust Litig.* (N.D. Ga. 1980) 560 F. Supp. 957, 962. Courts do not substitute their judgment for that of the proponents, particularly where, as here, settlement has been reached with the participation of experienced counsel familiar with the litigation. *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 528; *Hammon v. Barry* (D.D.C. 1990) 752 F. Supp. 1087, 1093; *Steinberg v. Carey* (S.D.N.Y. 1979) 470 F. Supp. 471, 478; *In re Armored Car Antitrust Litig*. (N.D. Ga. 1979) 472 F. Supp. 1357, 1368; *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n* (E.D. Pa. 1978) 79 F.R.D. 571, 580.

While the recommendations of counsel proposing the settlement are not conclusive, the Court can properly take them into account, particularly where, as here, such counsel have been involved in informal discovery and negotiations for some period of time, appear to be competent, have experience with this type of litigation, and have exchanged substantial evidence with the opposing party. *See Newberg on Class Actions, supra*, § 11.47; *In re Paine Webber Ltd. P'ships Litig.* (S.D.N.Y. 1997) 171 F.R.D. 104, 125 ("[s]o long as the integrity of the arm's-length negotiation process is preserved, however, a strong initial presumption of fairness attaches to the proposed settlement . . . [citations] and 'great weight' is accorded to the recommendations of counsel, who are most closely acquainted with the facts of the underlying litigation"); *see* Gaines Decl. ¶¶ 2-5, 13-27.

Here, the Parties' counsel have a great deal of experience in class action litigation and specialize in employment wage and hour matters. Moreover, counsel for both Parties conducted an extensive investigation of the factual allegations involved in this case. The Parties have engaged in a broad exchange of documents, data, records and other information. Each side has apprised the other, informally and at a formal mediation, of their respective factual contentions, legal theories and defenses, resulting in extensive arm's-length negotiations taking place among the Parties. *See* Gaines Decl. ¶¶ 2-5, 13-27.

1. **The Settlement Falls Within The "Ballpark" of Reasonableness**

The Court must make an "independent assessment of the reasonableness of the terms of the settlement" prior to granting preliminary and final approval. *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 799; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 127-28, 130, 133. To do so requires the Parties to submit "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Clark*, *supra*, 175 Cal.App.4th at 800. However, the Court should *not* "attempt to decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys." *Kullar*, *supra*, 168 Cal.App.4th at 133.

Plaintiffs' counsel created a damage analysis using information obtained through informal discovery—however, due to a lack of time records (which formed the basis for the vast majority of claims), Plaintiff is unable to determine the actual violations at issue and requires testimony to determine the respective damages for each cause of action. This analysis reveals that the negotiated settlement falls within a realistic range of recovery on Class Members' claims. Gaines Decl. ¶ 13.

Plaintiff claims that Defendant failed to pay Plaintiff and Class Members all minimum and overtime wages earned during the course of employment, in violation of Labor Code §§ 510, 1174, 1174.5, 1194, 1194.2, and 1198. Defendants required Plaintiff and Class Members to be on on-call

all day, but they were never paid for this on-call time. Furthermore, Defendant paid Plaintiff and Class Members straight time wages only, with no adjustment for premium overtime wages by requiring Plaintiff and Class Members to work in excess of 8 hours per day and 40 hours per week, but were not always properly compensated for work performed in excess of eight (8) hours in a workday at a rate of no less than one and one-half times the regular rate of pay. Plaintiff and Class Members were also required to work off-the-clock, without pay. They were not compensated for time spent completing pre-shift and post-shift activities, or for time spent responding to phone calls and text messages from Defendant regarding work-related matters, all outside of their scheduled shift. Defendant also failed to maintain accurate records, including for employees' start and end times for every shift, including on-call shifts. Due to a lack of records exhibiting this claim, Plaintiff was unable to precisely value these violations. Plaintiff estimates the damage liability for this claim based on 30 minutes of unpaid wages per day at up to approximately $417,312 and PAGA civil penalty liability for this claim at $190,700. Gaines Decl. ¶ 17.

Plaintiff also asserts that Defendant failed to pay Plaintiff and Class Members premium wages for missed, denied and unauthorized rest periods in violation of Labor Code § 226.7 and IWC Wage Order 5-2001. Plaintiff and other Class Members contend that they were denied, and therefore unable to take, 10-minute on-the-clock rest periods for every four hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed, denied and unauthorized rest period. When they were able to take a rest period, they allege that they were oftentimes on-duty, late or cut short. Based on a 50% violation rate, estimated based on Plaintiff's experience, he calculates the damage liability for this claim at up to $297,630.00 and PAGA civil penalty liability totaling up to $95,350. Gaines Decl. ¶ 18.

Plaintiff further alleges that Defendant failed to permit or authorize Plaintiff and Class Members to take timely 30-minute meal periods for shifts greater than 5 hours in length, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 5-2001. Based on an analysis of a sampling of Defendant's records, Plaintiff has ascertained a meal period violation rate of 54.5%. Plaintiff calculates premium wages on this claim at up to $317,538 and PAGA civil penalty liability for this claim at $104,000. Gaines Decl. ¶ 19.

Plaintiff also contends that Defendant failed to reimburse all business expenses incurred by Plaintiff and Class Members, in violation of Labor Code § 2802. Plaintiff and Class Members were required to use their personal cell phones to perform work for Defendant, but were not fully reimbursed for these expenses. Plaintiff calculates the PAGA civil penalty liability for this claim at $190,700.00 (class wide damages are simply not calculable). Gaines Decl. ¶ 20.

Plaintiff also contends that Defendant failed to provide Plaintiff and Class Members access to payroll records and personnel records, in violation of Labor Code 226(c), 432, and 1198.5. Plaintiff requested to inspect or receive a copy of his payroll records and personnel records by written request, but Defendants failed to timely provide him access. Plaintiff, however, is unable to calculates damage liability on these claims, but any liability is nominal. Gaines Decl. ¶ 21.

Plaintiff also argues that Defendant failed to issue Plaintiff and Class Members accurately itemized wage statements. This is a derivative claim premised on the unpaid wages claims alleged. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9). Plaintiff calculates the statutory penalty liability for this claim at up to $145,350 and PAGA civil penalty liability for this claim at $190,700. Gaines Decl. ¶ 22.

Defendant also allegedly failed to pay Plaintiff and certain Class Members all wages due timely upon separation of employment, in violation of Labor Code §§ 201-203 and 227.3. When Plaintiff left his employment with Defendants, he was not paid all his accrued, but unused, vacation wages (which may have been an individual claim to Plaintiff only). Thus, this is a derivative claim for which Plaintiff calculates the statutory penalty liability at $993,600 and PAGA civil penalty liability at $13,600. Gaines Decl. ¶ 23.

Finally, Plaintiff alleges that Defendant failed to timely pay all wages due and owing during employment, in violation of Labor Code §§ 201.3(b)(6), 204(d), 204b, and 210. Aggrieved Employees were employed as security guards who were placed at various clients of Defendants in California. As a result of this arrangement, they were required to be paid their wages on a weekly basis. Defendants, however, failed to do so—instead, they paid Aggrieved Employees on a bi-weekly basis, and their wages were therefore issued far more than 7 days after the conclusion of the weekly pay period in which they worked. Separately, Aggrieved Employees were also not timely paid all wages due during their employment, as Defendants paid Aggrieved Employees on a bi-weekly basis, but sometimes failed to issue them all their wages within seven calendar days of the conclusion of the payroll period. Defendants would sometimes forget to pay Aggrieved Employees for all hours worked during a pay period. Defendants would wait until the next pay period to issue these owed wages to Aggrieved Employees. This claim was alleged pursuant to PAGA only and affects every pay periods, yielding PAGA civil penalty liability of $190,700. Gaines Decl. ¶ 24.

The compromise reached here is fair and reasonable considering the factual and legal disputes among the Parties, the defenses raised by Defendant as to class certification and the merits of Plaintiff's claims, and the risk the Court would reduce or eliminate any award of penalties, and the fact that Defendant has a limited ability to pay any judgment due to considerable financial constraints. Defendant strongly contends that its policies and practices do not violate any laws. It contends that it properly paid all wages due during employment and upon separation of employment, provided all applicable meal and rest periods, and that the wage statements it provided to its employees were fully compliant with California law. Gaines Decl. ¶ 25.

When the costs and risks of non-certification and loss on the merits are considered, Plaintiff's counsel are of the opinion that the Settlement reached is clearly a favorable one. Gaines Decl. ¶¶ 13-27.

The settlement for each Class Member is fair, reasonable and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation. The settlement shall finally resolve all claims of the Class Members as alleged in the Action. Gaines Decl. ¶ 27.

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2. <u>Despite the Asserted Fairness of the Settlement Terms, Class Members May Request Exclusion From, Or Object To, The Settlement</u>

Despite the asserted fairness of the settlement terms, any potential Class Member who objects to the terms of the settlement set forth in the Settlement has the right to submit a request for exclusion (*i.e.*, opt out) from the settlement, pursuant to which the Class Member would otherwise retain any claim he or she may have against Defendant.

Moreover, Class Members who do not opt out may, upon providing proper notice to the Parties and the Court, attend the final fairness and approval hearing for the purpose of objecting to one or more of the settlement terms set forth in the Settlement.

V. <u>CONCLUSION</u>

Based on the foregoing, as part of its preliminary approval of the settlement, the Parties request that the Court enter an order:

1. Preliminarily finding that the settlement falls within the range of reasonableness and approving the proposed settlement;
2. Conditionally certifying, for settlement purposes only, the Settlement Class;
3. Provisionally appointing Plaintiff Maurice Mack as the Class Representative;
4. Provisionally appointing Gaines Law Corporation as Class Counsel;
5. Provisionally approving ILYM Group, Inc. as Settlement Administrator;
6. Approving as to content and form the notice to the Settlement Class, and directing it to be disseminated by the Settlement Administrator; and
7. Setting the following schedule of settlement proceedings:

EVENT	**TIMING**
Last day for Defendant to provide to the Settlement Administrator a list of all Class Members, including the full name, telephone number, and last known address and full social security number of all Class Members; the information necessary to determine the estimated settlement allocation to each Class Member, including: (i) the total number of pay periods of each Class Member in California in an hourly-paid or non-exempt position within the Class Period; and (ii) the total number of pay periods of each PAGA Employee in California in an hourly-paid or non-exempt position within the PAGA Period ("Settlement Class Information")	20 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Settlement Administrator to mail Notice of Proposed Settlement ("Notice") to Class Members	10 calendar days after Settlement Administrator's receipt of the Class Member List
Last day for exclusion requests by Class Members to be postmarked to Settlement Administrator	45 calendar days after the initial mailing of the Notice to Class Members
Last day for objections to the Settlement by Class Members to be postmarked to Settlement Administrator	45 calendar days after the initial mailing of the Notice to Class Members
Last day for Class Counsel to file and serve moving papers in support of final settlement approval and request for attorneys' fees and costs	10 calendar days before the final settlement approval hearing date
Last day for Class Counsel to file with the Court and serve declaration by Settlement Administrator specifying the due diligence undertaken with regard to the mailing of the Notice	10 calendar days before the final settlement approval hearing date
Final settlement approval hearing	___________________________, 2026, at ________. (approximately 100 days after entry of this Order)

Dated: April 9, 2026

Respectfully submitted,
GAINES LAW CORPORATION

By: ________________________
EVAN S. GAINES
Attorney for Plaintiff Maurice Mack and
Proposed Class Counsel