Barbara DuVan-Clarke (State Bar No. 259268)
bdc@blackstonepc.com
Danielle Ling GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
James S. Winn Jr (Sate Bar No. 349690)
jwinn@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff CAMILLE GUERIN and CAMILLE TORRES

[*Additional Counsel on next page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CAMILLE GUERIN and CAMILLE TORRES, individually and on behalf of others similarly situated,

Plaintiffs,

vs.

O & A LINE MANAGEMENT, LLC; CITRIN HOSPITALITY, INC.; MCGA HOTELS LLC; MCGA HOTELS LA LLC; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV00784
[Consolidated with Case No. 24STCV00885]

Honorable Elaine Lu
Department 9

JOINT SUPPLEMENTAL BRIEF IN SUPPORT OF PLAINTFFS' MOTOIN FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: March 17, 2026
Time: 8:30 a.m.
Dept.: 9

Complaint Filed: January 10, 2024
Trial Date: Not Set

Shareef S. Farag (State Bar No. 251650)
sfarag@bakerlaw.com
Nicholas D. Poper (State Bar No. 293900)
npoper@bakerlaw.com
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4301
Tel: (310) 820-8800 / Fax: (310) 820-8859

Attorneys for Defendants O & A LINE MANAGEMENT, LLC, CITRIN HOSPITALITY, INC., MCGA HOTELS LLC and MCGA HOTELS LA LLC

Plaintiffs Camille Guerin and Camille Torres (together, "Plaintiffs") and O&A Line Management, LLC ("Defendant") (collectively, the "Parties") hereby submit the following supplemental brief in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval"), in order to address the Court's points of inquiry in connection with the Motion for Preliminary Approval.

I. INTRODUCTION

On January 5, 2026, Plaintiffs filed the Motion for Preliminary Approval and supporting documents seeking preliminary approval of the Class Action and PAGA Settlement Agreement ("Original Agreement") entered into between the Parties. (Further Supplemental Declaration of James S. Winn Jr. in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ["Winn Decl."], ¶ 2).

On March 9, 2026, the Court issued a Tentative Ruling ("March 9, 2026 Tentative Ruling") in which it raised points of inquiry with regards to the Motion for Preliminary Approval and the Original Agreement. (*Id.*, ¶ 3 and Exh. 1).

II. GSA CREDIT

In its March 9, 2026 Tentative Ruling, the Court provided certain inquiries regarding the credit of Eighty Thousand One Hundred Seventy-Three Dollars and Zero Cents ($80,173.00) for payments previously made by Defendant to Class Members and Aggrieved Employees which shall be subtracted from the Gross Settlement Amount ("GSA Credit"). (*Id.*, ¶ 4). For clarity, the GSA Credit are payments made to Class Members and Aggrieved Employees specifically for meal break premiums owed and wage statement penalties for each pay period in which a meal break premium was owed during the time period of January 2021 through November 2022, which is further explained herein. Defendant made retroactive payments to these employees in October 2022 and December 2022. (Ibid).

a. <u>How many (number of) Class Members and/or Aggrieved Employees were paid through the GSA Credit? What Percentage of Class Members and what percentage of Aggrieved Employees is this that were paid through the GSA Credit?</u> (March 9, 2026 Tentative Ruling, Item 1).

///

Approximately 106 Class Members were paid through the GSA Credit. (Winn Decl., ¶ 4). These payments were made to approximately 31.5% of the Class Members and 96% of the Aggrieved Employees. (Ibid).

b. <u>Why is it fair, adequate, and reasonable for attorney's fees to be requested as 35% of the GSA and not the Outstanding Settlement Amount?</u> (March 9, 2026 Tentative Ruling, Item 2).

In 2022, Plaintiffs raised concerns with Defendant that they were not being paid meal break premiums during shifts in which they were prevented from taking a complaint meal break due to work demands. (Winn Decl., ¶ 4). After investigating the issue, Defendant learned that its timekeeping system was not properly flagging meal break issues, which was used to determine whether a meal break premium was owed. (Ibid). In some instances, a meal break premium was paid but in others, it was not. (Ibid). Had Plaintiffs not raised this issue with Defendant, the timekeeping software issue could have went unresolved for months or even years. (Ibid). Subsequently, Plaintiffs sought out Class Counsel to further investigate and file lawsuits based upon the lack of meal break premiums and other wage and hour violations. (Ibid).

The settlement accounts for Defendant's prior remedial efforts – efforts that would not have occurred but for the named Plaintiffs bringing this issue to light and Class Counsel pursuing it through litigation. (Ibid). The fact that some money was paid before the settlement does not mean Class Counsel's work failed to create or preserve that value. (Ibid).

Therefore, the request for attorneys' fees should be calculated on the entire Gross Settlement Amount rather than the Outstanding Settlement Amount. (Ibid). Additionally, as this settlement is only at the preliminary approval stage, Plaintiffs respectfully request that the Court decide the issue of the attorneys' fees at the time of final approval to afford all Class Members full notice and a meaningful opportunity to object to the request if they believe the requested fees are unreasonable or unfair. (Ibid). The Court will have the benefit of any Class Member objections before making a final determination on the fairness and adequacy of the fee request at the final approval hearing. (Ibid).

///

///

c. Why is it fair, adequate, and reasonable that there is no off set for the Class Members and/or Aggrieved Employees who have already been paid some undisclosed sum(s) via the GSA Credit? Without an offset, are these Class Members and/or Aggrieved Employees who have already been paid some undisclosed sum(s) via the GSA Credit going to in essence receive double payment?" (March 9, 2026 Tentative Ruling, Item 3).

The GSA Credit reflects amounts paid to 106 non-exempt employees who were potentially owed meal break premiums and derivative wage statement penalties based on Defendant's thorough review of its timekeeping and payroll records for the time period of January 2021 through November 2022. (Winn Decl., ¶ 4). These retroactive payments, which were *not* conditioned on any agreement or release of claims by employees, ranged from $67.64 to $7,246. (Ibid).

Based on the amounts of the above-referenced payments, the Parties agreed that the total amount of payments made would be credited from the Gross Settlement Amount. (Ibid). If these payments were instead deducted from the individual settlement payments to Class Members, the Parties were concerned that (i) certain Class Members could receive nothing or very little under the class settlement depending on the amount of their retroactive payment via the GSA Credit and (ii) the prior payments were limited to meal break premiums and derivative wage statements whereas the settlement covers numerous other claims. (Ibid).

The Parties do not believe that the current structure of the settlement payout results in any windfall to Class Members who received payments via the GSA Credit. (Ibid). These Class Members had unique meal break issues that occurred during a limited time period and were compensated by Defendant accordingly. (Ibid).

III. DATA SAMPLING

In its March 9, 2026 Tentative Ruling, the Court inquired into the data Class Counsel obtained regarding the Class Members. (March 9, 2026 Tentative Ruling, Item 5).

In advance of mediation, Defendant produced payroll data for all Class Members from January 10, 2020 through December 29, 2024, and timekeeping data from all Class Members from January 10, 2020 through March 9, 2025. (Winn Decl., ¶ 6). Class Counsel's analysis was based on the complete dataset produced by Defendant rather than a sampling. (Ibid).

IV. PAGA RELEASE

In its March 9, 2026 Tentative Ruling, the Court stated "the releases in ¶5.4 are overbroad. Claims for PAGA penalties may only be released if they were asserted in **both** the Operative Complaint ***and*** PAGA Notice. Revise ¶5.4." (March 9, 2026 Tentative Ruling, Item 6).

On March 12, 2026, the Parties entered into a First Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement"), which revised the definition of the Released PAGA Claims pursuant to the March 9, 2026 Tentative Ruling. (Winn Decl., ¶ 8). A true and correct copy of the Settlement Agreement, which has been circulated for signatures, is attached to the Winn Decl. as Exhibit 2. A redline version showing how the terms have changed from the Original Agreement is attached to the Winn Decl. as Exhibit 3. Additionally, the Parties have revised the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), which is attached to the Settlement Agreement as Exhibit A. (Ibid). A redline version showing how the Class Notice has been revised is attached to the Winn Decl. as Exhibit 4.

2. For the avoidance of doubt, the Parties have also agreed to request leave to file a First Amended Class Action Complaint for Damages ("Class Complaint") in the action entitled *Guerin and Torres v. O&A Line Management, LLC, et al.*, Los Angeles Superior Court, Case No. 24STCV00784 ("Class Action") and a First Amended Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("PAGA Complaint") in the action entitled *Guerin and Torres v. O&A Line Management, LLC, et al.,* Los Angeles Superior Court, Case No. 24STCV00885 ("PAGA Action"), which specifically reference all California Labor Code sections and claims in the Released Class Claims and Released PAGA Claims. (*Id*., ¶ 9). A redline version showing how the Class Complaint was revised is attached to the Winn Decl. as Exhibit 5. A redline version showing how the PAGA Complaint was revised is attached to the Winn Decl. as Exhibit 6.

Additionally, on March 12, 2026, Plaintiffs submitted an amended notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant, which added references to all California Labor Code sections and claims in the Released PAGA Claims that were not already specified in the original notice. (*Id*., ¶ 10). A true and correct copy of the amended notice is attached to the Winn Decl. as Exhibit 7. A redline version showing the notice was revised is attached to the Winn Decl. as Exhibit 8.

V. CONCLUSION

Therefore, the Parties respectfully request that the Court grant preliminary approval of the Settlement Agreement and grant leave for Plaintiffs to file the Class Complaint and PAGA Complaint.

Dated: March 12, 2026

BLACKSTONE LAW, APC

By: James Winn

Alexandra Rose
James S. Winn Jr.
Attorneys for Plaintiffs Camille Guerin and Camille Torres

Dated: March 12, 2026

BAKER & HOSTETLER LLP

By: */s/ Nicholas D. Poper*

Shareef S. Farag
Nicholas D. Poper
Attorneys for Defendant O & A Line Management, LLC