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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

GREGORIO REGALADO and ALMA TREJO,
as individuals and on behalf of all others
similarly situated,

Plaintiffs,
vs.

R.A.H. INDUSTRIES, INC.; a California
Corporation; and DOES 1 through 100,

Defendants.

Case No.: 24STCV00839

*[Case assigned for all purposes to the Hon.
Theresa M. Traber, Dept. SSC-1]*

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 9, 2025
Time: 10:30 a.m.
Dept.: SSC-1

Complaint Filed: January 11, 2024
Trial Date: None Set

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on October 9, 2025, at 10:30 a.m. in Department SSC-1 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Gregorio Regalado and Alma Trejo (“Plaintiffs”), individually and on behalf of a class of similarly situated individuals, will and hereby do move this Court for:

1. Preliminary approval of the proposed class settlement of this lawsuit;
2. Pursuant to section 382 of the California Code of Civil Procedure, provisional certification of the following Settlement Class defined as follows:

All current and former non-exempt employees who worked for Defendant R.A.H. Industries, Inc. in California from January 11, 2020 through the date the Court enters an Order granting preliminary approval of the settlement (the “Class Period”).
3. Preliminary appointment of Plaintiffs Gregorio Regalado and Alma Trejo as Class Representatives;
4. Preliminary appointment of Paul K. Haines and Sean M. Blakely of Haines Law Group, APC, and Harout Messrelian of Messrelian Law Inc., as Class Counsel;
5. The scheduling of a hearing to consider whether the Settlement should be finally approved and to permit Class Representative Enhancement Payments to Plaintiffs, civil penalties payable to the Labor & Workforce Development Agency (“LWDA”), settlement administration costs, and attorneys’ fees and costs to Class Counsel;
6. Appointment of ILYM Group, Inc. as the third-party Settlement Administrator for mailing notices; and
7. Approval of the proposed Class Notice and an order that is to be disseminated to the Settlement Class as provided in the Stipulation of Settlement.

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1 This Motion is based on this Notice of Motion; the attached Memorandum of Points and
2 Authorities; the supporting declarations of Paul K. Haines, Sean M. Blakely, Harout Messrelian,
3 Plaintiffs Gregorio Regalado and Alma Trejo, and Anthony Rogers of ILYM Group, Inc., and the
4 exhibits attached thereto; the pleadings, and other papers filed in this Action; and on any further
5 oral or documentary evidence or argument presented at the time of the hearing.

6
7 Dated: September 11, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

8
9
10 By:



Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Gregorio Regalado and Alma Trejo (hereinafter “Plaintiffs”) brought this class
4 and representative action for various wage and hour violations on behalf of current and former
5 non-exempt employees who worked for Defendant R.A.H. Industries, Inc. (“R.A.H.”) in
6 California from January 11, 2020 through the date the Court enters an Order granting preliminary
7 approval of the settlement (the “Class Period”). Plaintiffs’ primary allegations are that R.A.H.
8 failed to pay all minimum and overtime wages due to its allegedly unlawful timekeeping
9 policies/practices, failed to provide all legally compliant meal periods, and failed to authorize and
10 permit all required rest periods. As a result of these alleged violations, Plaintiffs also brought
11 derivative claims for R.A.H.’s alleged failure to issue accurate and compliant wage statements,
12 its failure to pay all final wages owed, and for civil penalties under the Private Attorneys’ General
13 Act (“PAGA”).¹

14 Plaintiffs now respectfully request that this Court preliminarily approve this non-
15 reversionary, common-fund class action settlement,² in which R.A.H. has agreed to pay One
16 Million Nine Hundred Thirty-Five Thousand Dollars and Zero Cents (\$1,935,000.00) to the
17 following Settlement Class:

18 All current and former non-exempt employees who worked for Defendant
19 R.A.H. Industries, Inc. in California from January 11, 2020 through the
20 date the Court enters an Order granting preliminary approval of the
21 settlement (the “Class Period”).

22 If the Settlement is approved, R.A.H. will pay a non-reversionary Gross Settlement

23 ¹ The operative Second Amended Class and Representative Action Complaint (“SAC”) pleads
24 the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime
25 wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6)
26 waiting time penalties; (7) unfair competition in violation of Cal. Business & Professions Code §
27 17200, *et seq.*; and (8) civil penalties under the Private Attorneys General Act, Cal. Labor Code
28 § 2698 *et seq.* (“PAGA”).

² The Stipulation of Settlement (“Settlement”) is attached to the Declaration of Sean M. Blakely
as **Exhibit A**. The proposed Class Notice and Notice of Estimated Individual Settlement Payment
are attached to the Settlement as **Exhibits 1** and **2**, respectively. All defined terms in this motion
have the same definition as that in the Settlement.

1 Amount of \$1,935,000.00. After deducting administration costs, Plaintiffs’ requested Class
2 Representative Enhancement Payments, the amount set aside as PAGA civil penalties, and
3 requested attorneys’ fees and costs, the Net Settlement Amount of approximately \$1,182,000.00
4 will be distributed to all Settlement Class members who do not opt out of the Settlement based
5 on the proportionate number of workweeks worked by each Settlement Class member during the
6 Class Period. Additionally, all non-exempt employees who worked for R.A.H. in California from
7 October 6, 2022 through the date the Court enters an Order granting preliminary approval of the
8 settlement (the “PAGA Period”) will also receive a portion of the \$12,500.00 PAGA Amount
9 based on the proportionate number of pay periods worked during the PAGA Period.

10 Significantly, Settlement Class members do not need to file a claim to reap the financial
11 benefits of the Settlement, as all Settlement Class members will automatically receive a payment
12 unless they affirmatively opt out. There are approximately 290 Settlement Class members, and
13 **the average payment to participating Settlement Class members is projected to be**
14 **approximately \$4,075.86, an excellent result for the Settlement Class.**

15 The proposed Settlement is well within the range of possible approval in light of the
16 significant legal and factual obstacles that Plaintiffs faced, the risks and costs of further litigation,
17 and the tangible monetary benefits to be received by Plaintiffs and the Settlement Class. For the
18 reasons discussed herein, Plaintiffs respectfully request that this Court grant preliminary approval
19 of the Settlement.

20 **II. SUMMARY OF THE LITIGATION**

21 **A. THE PARTIES AND BRIEF PROCEDURAL HISTORY**

22 Founded in 1971, R.A.H. is a manufacturer of parts for aerospace applications, spacecraft,
23 and commercial and military aircraft. *See* Declaration of Sean M. Blakely (“Blakely Decl.”), ¶ 8.
24 Plaintiff Regalado worked for R.A.H. as a non-exempt “machinist” from 2012 until
25 approximately May 5, 2022. *See* Declaration of Plaintiff Gregorio Regalado (“Regalado Decl.”),
26 ¶ 2. Plaintiff Trejo worked for R.A.H. as a non-exempt employee in Quality Assurance from
27 approximately August 2022 until approximately September, 2023. *See* Declaration of Plaintiff
28 Alma Trejo (“Trejo Decl.”), ¶¶ 2-3.

On October 6, 2023, Plaintiff Trejo sent her PAGA notification letter to the Labor & Workforce Development Agency (“LWDA”). *See* Declaration of Harout Messrelian (“Messrelian Decl.”), ¶ 5; Exhibit A (Trejo LWDA Letter). On January 4, 2024, Plaintiff Trejo filed a complaint for various wage and hour violations in addition to representative PAGA claims in Los Angeles Superior Court, in the matter entitled *Alma Trejo v. R.A.H. Industries, Inc.*, Los Angeles Superior Court Case No. 24STCV00310. *Id.* On January 11, 2024, Plaintiff Regalado filed this class action asserting causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition in violation of California Business & Professions Code § 17200 *et seq.* Blakely Decl., ¶ 9. On January 11, 2024, Plaintiff Regalado also sent his PAGA notification letter to the LWDA. *Id.*; Exhibit B (Regalado LWDA Letter). Subsequently, on March 18, 2024, Plaintiff Regalado filed his First Amended Class and Representative Action Complaint (“FAC”) adding a cause of action for civil penalties under the PAGA. Blakely Decl., ¶ 9. As part of the Settlement, the Parties stipulated to file a Second Amended Class and Representative Action Complaint (“SAC”) in this Action, which adds Plaintiff Trejo as a named plaintiff and class representative, along with certain factual allegations regarding her employment. *Id.* The SAC was filed on June 6, 2025. *Id.*

B. PLAINTIFFS’ CLAIMS AND R.A.H.’S DEFENSES

1. Unpaid Wages Due to Unlawful Timekeeping Policies/Practices

Plaintiffs contend that R.A.H. utilized a timekeeping system that systematically underpaid wages to Settlement Class members. Blakely Decl., ¶ 14. Specifically, Plaintiffs contend that although R.A.H.’s timekeeping system recorded hours worked to the minute, R.A.H. only compensated Settlement Class members for their scheduled hours of work (as opposed to all hours on the clock) and unlawfully shaved down timekeeping entries to employees’ detriment, resulting in an underpayment of wages to Settlement Class members. *Id.*

R.A.H. counters that its timekeeping policies/practices complied with California law and that it has always properly compensated Settlement Class members for all hours worked throughout the Class Period. Blakely Decl., ¶ 14. R.A.H contends that it utilized an even-handed

1 timekeeping system that, on balance, resulted in employees being paid for all hours actually
2 worked. *Id.* R.A.H further contends that no off-the-clock work was actually being performed prior
3 to the scheduled start or end of shifts. *Id.* Finally, R.A.H asserts that Plaintiffs would be unable
4 to certify this claim since its timekeeping policies/practices are facially neutral and individualized
5 inquiries would be necessary as to whether employees were in fact underpaid for each workday
6 in question (including whether they were actually working when they were clocked in), resulting
7 in an unmanageable series of mini-trials. *Id.*

8 **2. Meal Period Claims**

9 Plaintiffs allege that R.A.H. automatically deducted 30 minutes from daily hours worked
10 for purported employee meal periods, whether or not a compliant first meal period was provided.
11 Blakely Decl., ¶ 15. Plaintiffs also allege that pursuant to R.A.H.'s bell system, which required
12 employees to be back at their workstations exactly 30 minutes after the start of their meal periods,
13 R.A.H. regularly provided Settlement Class members with first meal periods that were fewer than
14 30 full minutes. *Id.* Plaintiffs further allege that R.A.H.'s meal period policies/practices did not
15 provide for second meal periods when Settlement Class members worked shifts in excess of 10.0
16 hours in a workday. Blakely Decl., ¶ 15.

17 R.A.H. counters that it always maintained compliant written meal period
18 policies/practices throughout the Class Period and provided compliant meal periods in line with
19 those policies. Blakely Decl., ¶ 15. R.A.H. further argues that it provided employees the
20 opportunity to take meal periods and is not required to ensure they are taken. *Id.*; see *Brinker Rest.*
21 *Corp. v. Sup. Ct.*, 53 Cal.4th 1004, 1034 (2012) (rejecting "ensure" standard). Thus, R.A.H.
22 argues that any missed, late or short meal periods resulted from lawful employee waiver or choice
23 rather than any policy and/or practice of R.A.H. Blakely Decl., ¶ 15. With respect to the recording
24 of employee meal periods, R.A.H. argues that it was not required to record meal periods as all
25 operations ceased during employee meal periods and Settlement Class members could not
26 perform compensable work. *Id.*; see also, Wage Order 1, § 7(A)(3) ("Meal periods during which
27 operations cease...need not be recorded"). Additionally, R.A.H. maintains that employees
28 voluntarily waived their second meal period when they worked shifts in excess of 10.0 hours (but

less than 12.0 hours), as they are entitled to do under Labor Code § 512. Blakely Decl., ¶ 15. Finally, R.A.H. argues that these claims are not suited for class treatment, as individual inquiries would be needed to assess which employees took non-compliant meal periods or missed meal periods, how many meal periods were non-compliant or missed, whether there was a valid waiver, and the reasons why a particular employee did not take a compliant meal period on a particular shift. *Id.*, at ¶ 15.

3. Rest Period Claims

Plaintiffs allege that R.A.H.'s policies/practices failed to provide for legally compliant off-duty rest periods. Blakely Decl., ¶ 16. Specifically, Plaintiffs allege that R.A.H.'s bell system for rest periods required employees to be at their workstations, ready to work, exactly ten minutes after the start of their breaks, when the bell signaling the end of the rest break. *Id.* As a result, Plaintiffs allege that employees did not have enough time to walk to the designated break area and receive a net ten minutes of rest. *Id.* Plaintiffs further allege that R.A.H. failed to provide for third rest periods on shifts in excess of 10.0 hours. *Id.*

R.A.H. counters that it maintained and enforced lawful rest period policies/practices throughout the Class Period, and has, in fact, authorized and permitted all required rest periods to Settlement Class members. Blakely Decl., ¶ 16. Furthermore, R.A.H. argues that Plaintiffs' rest period claim is not amenable to class treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. *Id.* These manageability concerns are especially pertinent with respect to rest period claims, R.A.H. argues, given that rest periods are not recorded. *Id.*

4. Wage Statement Claims

As a result of the unpaid wages and unpaid meal and rest period premium wages described above, Plaintiffs allege that R.A.H. is liable for wage statement penalties pursuant to Labor Code § 226. Blakely Decl., ¶ 17.

R.A.H. argues any alleged wage statement violations were not "knowing and intentional," and Plaintiffs cannot show that they or other employees "suffer[ed] injury" due to the alleged

1 wage statement violations, as required by Labor Code § 226(e) for the imposition of penalties.
2 Blakely Decl., ¶ 17. Further, R.A.H. contends its wage statements always accurately reflected
3 hours worked and amounts paid as well as all other required information, precluding liability for
4 wage statement penalties under *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-
5 37 (2018) (agreeing with employer’s “commonsense position that the pay stubs were accurate in
6 that they correctly reflected the hours worked and the pay received...The purpose of section 226
7 is to *document the paid wages* to ensure the employee is fully informed regarding the calculation
8 of those wages.”) (Italics in original). Blakely Decl., ¶ 17.

9 **5. Waiting Time Penalties**

10 As a further result of the unpaid wages and unpaid meal and rest period premium wages
11 described above, Plaintiffs allege that R.A.H. failed to comply with its final pay obligations set
12 forth in Labor Code §§ 201-203. Blakely Decl., ¶ 18.

13 R.A.H. argues that it possesses strong, good-faith defenses to Plaintiffs’ underlying
14 claims, thus precluding recovery of waiting time penalties, which are only available for the
15 “willful” failure to pay wages. Blakely Decl., ¶ 18; see *also* 8 Cal. Code Regs. § 13520 (“[A]
16 good faith dispute that any wages are due will preclude imposition of waiting time penalties under
17 Section 203 . . . A ‘good faith’ dispute that any wages are due occurs when an employer presents
18 a defense, based in law or fact which, if successful, would preclude any recovery on the part of
19 the employee”). R.A.H. further asserts that Plaintiffs’ waiting time penalty exposure was grossly
20 inflated as not every former employee experienced the alleged Labor Code violations. Blakely
21 Decl., ¶ 18.

22 **6. PAGA Civil Penalties**

23 As a result of the foregoing Labor Code violations, Plaintiffs allege that R.A.H. is liable
24 for civil penalties under the PAGA. Blakely Decl., ¶ 19. Since Plaintiffs’ PAGA claim is
25 derivative of Plaintiffs’ underlying wage claims, R.A.H. asserts the PAGA claim would fail with
26 those claims. Blakely Decl., ¶ 19; see *Price v. Starbucks Corp.* 192 Cal.App.4th 1136, 1147
27 (2011) (“Because the underlying causes of action fail, the derivative UCL and PAGA claims also
28 fail.”). R.A.H. further maintains that, given its good-faith defenses, this Court would exercise its

discretion to substantially reduce any PAGA penalties if it were to find R.A.H. liable for any of Plaintiffs' claims. Blakely Decl., ¶ 19; *see* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.*, Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (C.D. Cal. 2011) (reducing PAGA penalties by over 82% in part because employer "not aware" of violations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA civil penalty of just \$5 per pay period where employer made "good faith attempts" to comply with the law).

C. DISCOVERY AND MEDIATION

In connection with mediation, the Parties engaged in extensive informal discovery. Blakely Decl., ¶ 10. R.A.H. provided Plaintiffs with timekeeping and payroll records for approximately 20% of the non-exempt employees during the Class Period. *Id.* R.A.H. also provided a detailed class list which included Settlement Class members' hire and termination (if applicable) dates, which allowed Plaintiffs to ascertain the total number of putative class members, the number of aggregate workweeks worked by putative class members during the Class Period, the size of the putative PAGA group, and the number of aggregate pay periods worked during the PAGA period. *Id.* R.A.H. also provided its relevant employee handbooks used during the Class Period. *Id.* Plaintiffs hired a labor economist with a Ph.D. in economics to assist Plaintiffs in conducting a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by R.A.H. to create a detailed exposure analysis for all claims at issue. *Id.* This discovery allowed the Parties to assess the merits and value of Plaintiffs' claims, the chances of certification of Plaintiffs' claims, and R.A.H.'s potential defenses. *Id.*

On October 15, 2024, the Parties participated in a full-day mediation with Steven G. Mehta, Esq., a well-respected wage and hour class action mediator. Blakely Decl., ¶ 11. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and defenses. *Id.* At the conclusion of mediation, Mr. Mehta issued a mediator's proposal for a class-wide settlement, which was ultimately accepted by both sides. *Id.* During the months that followed, the Parties

1 finalized the terms of the Settlement and executed the long-form Stipulation of Settlement now
2 before the court. *Id.*

3 **III. THE PROPOSED SETTLEMENT**

4 **A. ESSENTIAL TERMS OF THE SETTLEMENT**

5 If the Court preliminarily approves the Settlement, R.A.H. will pay a Gross Settlement
6 Amount of \$1,935,000.00. *See* Settlement, § 3. Significantly, this Settlement is non-reversionary,
7 and no Settlement Class member will have to submit a claim form to receive an Individual
8 Settlement Payment. *Id.*, at § 4. Each Settlement Class member will automatically receive an
9 Individual Settlement Payment unless they affirmatively opt out of the Settlement. *Id.* The
10 monetary terms of the Settlement are summarized below:

11	• Gross Settlement Amount:	\$1,935,000.00
12	• Minus Court-approved attorneys' fees:	\$645,000.00
13	• Minus Court-approved verified costs (up to):	\$30,000.00
14	• Minus Court-approved Enhancement Payments:	\$20,000.00
15	• Minus amount set aside as PAGA penalties:	\$50,000.00
16	• <u>Minus estimated settlement administration costs:</u>	<u>\$8,000.00</u>
17	Net Settlement Amount:	\$1,182,000.00
18	• Plus 25% "PAGA Amount" to Settlement Class:	\$12,500.00
19	Total Amount Paid to Settlement Class members:	\$1,194,500.00

20 **1. The Settlement Provides for Reasonable Monetary Payments**

21 After deducting amounts for the Court-approved attorneys' fees and costs, Class
22 Representative Enhancement Payments to Plaintiffs, the amount set aside as PAGA civil
23 penalties, and settlement administration costs, the Settlement requires R.A.H. to pay a Net
24 Settlement Amount of at least \$1,182,000.00 to all Settlement Class members who do not timely
25 opt-out. *See* Settlement, § 4(A). The Net Settlement Amount shall be distributed to participating
26 Settlement Class members based on each participating Settlement Class member's proportionate
27 workweeks worked during the Class Period, which will be calculated by multiplying the Net
28 Settlement Amount by a fraction, the numerator of which is the participating Settlement Class
member's workweeks worked during the Class Period, and the denominator of which is the total
workweeks worked by all participating Class Members during the Class Period. *See* Settlement,
§ 4(B)(i). In addition to the Net Settlement Amount, each Aggrieved Employee who was

employed by R.A.H. at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Gross Settlement Amount that has been designated as the “PAGA Amount” (i.e., \$12,500.00) proportionate to the number of pay periods worked during the PAGA Period. *Id.*, at § 4(B)(ii).

According to R.A.H., there are approximately 290 Settlement Class members. Blakely Decl., ¶ 13. Therefore, the average Individual Settlement Payment from the Net Settlement Amount is projected to be approximately \$4,075.86. *Id.* There are also approximately 197 Aggrieved Employees employed during the PAGA Period who will each receive an average of approximately \$63.45 from the PAGA Amount. *Id.*

Settlement Class members will have sixty (60) calendar days from the mailing of the Class Notice to opt out or object to the Settlement, thereby providing ample time to review the Class Notice without unduly delaying the Settlement. *See* Settlement, §§ 9(C)-(D). Those Settlement Class members who do not opt out of the Settlement will be bound by its terms and will release all claims against R.A.H. included within the Settlement. *See Id.*, at § 2(A).

2. Attorneys’ Fees and Costs, Enhancement Payments, and PAGA Payment

Plaintiffs will apply for Class Representative Enhancement Payments at the time of seeking final approval of the proposed class action settlement in the amount of \$10,000.00 each (totaling \$20,000.00) for their service to the Settlement Class. *See* Settlement, §§ 3(C)(3), 6; Blakely Decl., ¶ 23. “[I]ncentive Payments are fairly typical in class action cases . . . and are intended to compensate class representatives for work done on behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the action.” *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1393-94 (2010). As will be fully briefed at the time of final approval, Plaintiffs’ requested Enhancement Payments are intended to recognize the time and effort Plaintiffs expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, discussing the claims and theories at issue in the litigation, actively participating in the prosecution of their claims, as well as the significant risks Plaintiffs undertook by agreeing to serve as the named plaintiffs in this case. *See* Blakely Decl., ¶ 23; *see also* Regalado Decl., ¶¶ 4-5; Trejo Decl., ¶¶ 5-6.

1 Class Counsel will also apply for an attorneys' fees award of one-third of the Gross
2 Settlement Amount, which is currently estimated to be \$645,000.00, and up to \$30,000.00 in
3 verified costs reimbursement. *See* Settlement, §§ 3(C)(4), (5); Blakely Decl., ¶ 22. Plaintiffs
4 submit that their requested fee is fair compensation for undertaking a complex, risky, expensive,
5 and time-consuming litigation on a purely contingent fee basis. Blakely Decl., ¶ 22. Class Counsel
6 has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiffs'
7 claims, conducting legal research, conducting extensive informal discovery, analyzing Settlement
8 Class members' timekeeping and payroll records with the assistance of a retained expert, creating
9 a comprehensive damages model, preparing for and attending mediation, negotiating and
10 preparing the long-form Stipulation of Settlement, preparing this Motion, and otherwise litigating
11 the case. *Id.* Class Counsel expects to expend additional attorney time in attending the hearing on
12 this Motion, overseeing the Notice process and fielding questions from Settlement Class
13 members, preparing the Final Approval papers, and attending the Final Approval hearing. *Id.*

14 California courts recognize that an appropriate method for awarding attorneys' fees in
15 class actions is to award a percentage of the "common fund" created as a result of a settlement.
16 *See, e.g., Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016) (holding "the percentage of
17 fund method survives in California class action cases"). Class Counsel's request for fees of one-
18 third of the Gross Settlement Amount is well within the range of reasonableness and indeed is
19 considered the typical rate for common fund settlements. Historically, courts have awarded
20 percentage fees in the range of 20% to 50%, depending on the circumstances of the case. *See* 4
21 Newberg on Class Actions § 14.6 (4th Ed. 2013).

22 Class Counsel submit that their request for attorneys' fees is reasonable when viewed as
23 an overall percentage of the Settlement and in light of the substantial risks and significant work
24 undertaken, the results obtained, and the efficiency with which the litigation has been conducted.
25 Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees
26 and verified costs upon seeking final approval.

27 Additionally, the parties have agreed to designate \$50,000.00 of the Gross Settlement
28 Amount as PAGA civil penalties, of which \$37,500.00 (75%) will be paid to the LWDA, with

the remaining \$12,500.00 (25%) for distribution to the Aggrieved Employees, as the PAGA requires such penalties to be allocated per Labor Code § 2699(i). *See* Settlement, § 3(C)(5). Plaintiffs submit this allocation to the LWDA for civil PAGA penalties is appropriate. *See, e.g., Chu v. Wells Fargo Investments, LLC*, Case No. C 05-4526 MHP, 2011 WL 672645 at *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to LWDA out of \$6.9 million common-fund settlement); *Lazarin v. Pro Unlimited, Inc.*, Case No. C11-03609 HRL, 2013 WL 3541217 (N.D. Cal. 2013) (approving PAGA payment of \$7,500 to LWDA out of \$1.25 million common-fund settlement).

IV. ARGUMENT

A. PRELIMINARY APPROVAL IS WARRANTED

California Rule of Court 3.769 conditions settlement of a class action on court approval, which is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of Civil Procedure. *See Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012) (Rule 3.769 requires trial court to determine “that the settlement is fair, reasonable and adequate to all concerned”); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (Rule 23(e) requires the trial court to determine “whether a proposed settlement is fundamentally fair, adequate, and reasonable”). Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008). The Court’s role in evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See e.g., Hanlon*, supra, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the Settlement was negotiated at arm’s-length by class counsel and with the assistance of an experienced wage and hour class action mediator. *See e.g., Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

1. Standard for Preliminary Approval

To make a fairness determination, the Court should consider several factors, including: “the strength of Plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the

1 experience and views of counsel.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996).
2 “The list of factors is not exclusive, and the court is free to engage in a balancing and weighing
3 of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.*,
4 91 Cal.App.4th at 245 (2001). As discussed below, the proposed Settlement is fair, adequate, and
5 reasonable in light of the overall balance of factors in this case.

6 **a. The Strength of Plaintiffs’ Case**

7 Although Plaintiffs steadfastly maintain that their claims are meritorious, Plaintiffs
8 acknowledge that there were substantial risks and uncertainty in proceeding with litigation. As
9 described above, R.A.H. presented multiple defenses to Plaintiffs’ claims, both on the merits and
10 with respect to class certification. Thus, while Plaintiffs were prepared to litigate these claims
11 through class certification and ultimately trial, success was far from certain.

12 **b. Risk, Expense, Complexity, and Duration of Further Litigation**

13 Although the Parties engaged in significant informal discovery prior to mediation, the
14 parties still had significant formal discovery to complete had the matter not been settled. Blakely
15 Decl., ¶ 21. This would have required the expenditure of substantial time and resources by both
16 Parties that would have very likely spanned several years. *Id.* Even if Plaintiffs were to certify the
17 proposed classes, the Parties would incur considerably more attorneys’ fees and costs through a
18 possible decertification motion, trial, and possible appeal. *Id.* This Settlement avoids those risks
19 and the accompanying expense. *Id.*

20 **c. Risk of Maintaining Class Action Status**

21 Plaintiffs have not yet filed their motion for class certification, and as such, the extent to
22 which Plaintiffs’ proposed classes were certifiable is somewhat speculative. Absent settlement,
23 there was a risk that there would not be a certified class at the time of trial, or if there were, it
24 would consist of a significantly smaller group of employees than the proposed Settlement Class
25 (either due to a narrowing of the class definition in a Court order on a contested motion for class
26 certification, or through individual settlements entered into by R.A.H. with class members by way
27
28

of *Pick Up Stix* type settlement agreements³), and the expected recovery could be significantly reduced, given the settlement amounts that are typically offered through the *Pick Up Stix* process. Thus, this factor, too, supports preliminary approval of the settlement.

d. Amount Offered in Settlement Given Realistic Value of Claims

The Settlement provides a positive recovery for the Settlement Class in the face of disputed claims. With the help of a retained expert, Plaintiffs conducted a detailed analysis of alleged unpaid wages, meal and rest period premium payments owing, wage statement penalties, waiting time penalties, and PAGA civil penalties. A summary of the results of Plaintiffs' exposure analysis is discussed below:

Unpaid Wages Due to Unlawful Timekeeping Policies/Practices: \$402,128

Plaintiffs allege R.A.H. underpaid Settlement Class members due to timekeeping policies/practices that compensate employees for scheduled hours, as opposed to all hours actually worked. Blakely Decl., ¶ 14. Based on Plaintiffs' analysis of R.A.H.'s timekeeping and payroll data, Plaintiffs estimate Settlement Class members were underpaid by approximately 38,167 hours during the Class Period. *Id.* Because employees generally worked shifts of at least 8.0 hours, Plaintiffs contend these unpaid wages should be paid at an overtime rate of pay. *Id.* Based on an average overtime rate of \$52.68, Plaintiffs calculated R.A.H.'s maximum exposure on this claim at approximately \$2,010,638 (38,167 unpaid hours * \$52.68 average overtime). *Id.*

As noted above, however, R.A.H. contends that it maintained lawful timekeeping policies and/or practices and compensated Settlement Class members for all hours actually worked. Blakely Decl., ¶ 14. R.A.H. also asserts that this claim is not amenable to class certification as individualized inquiries would be required to determine whether each Settlement Class member performed pre-shift and post-shift work on a particular shift, and whether R.A.H. was aware that such work was being performed. *Id.* In light of R.A.H.'s arguments and defenses, Plaintiffs

³ In *Chindarah v. Pick Up Stix, Inc.*, 171 Cal.App.4th 796 (2009), the Court of Appeal held an employer may enter into pre-certification settlement agreements with individual putative class members in which the putative class members release claims for past unpaid wages and penalties in exchange for consideration. The Court further held that such settlements could preclude those individual employees from recovery in class action litigation against the employer for the same wage claims.

discounted the maximum recovery on this claim by 60% to account for the risk of non-certification and an additional 50% to account for being unsuccessful on the merits or failure to recover the full amount sought, for a projected total of approximately \$402,128. *Id.*

Meal Period Violations: \$789,220

Plaintiffs calculated there were approximately 214,020 meal period eligible shifts during the Class Period. Blakely Decl., ¶ 15. Therefore, assuming a meal period violation on each shift, Plaintiffs calculated R.A.H.'s maximum exposure for meal period violations at approximately \$7,516,382 (214,020 non-compliant meal periods * \$35.12 average meal period premium). *Id.*

However, as noted above, R.A.H. contends that it maintained compliant meal period policies throughout the Class Period, and that under *Brinker* it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that, as described above, it has always done so, and any non-complaint meal periods in the timekeeping records were the result of lawful employee waiver or choice. Blakely Decl., ¶ 15. R.A.H. also maintains that the meal period claim is not suited for class certification, since individual inquiries would be needed to assess which employees took non-compliant meal periods or missed meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee did not take a compliant meal period on a particular shift. *Id.* In light of these defenses and arguments, Plaintiffs discounted R.A.H. maximum exposure by 70% for the risk of non-certification, and an additional 65% to account for R.A.H.'s defenses on the merits or failing to recover the full amount sought, to arrive at an estimated total of approximately \$789,220. *Id.*

Rest Period Violations: \$657,683

Based on Plaintiffs' analysis and extrapolation of employee timekeeping records, there were approximately 214,020 shifts in excess of 3.5 hours worked by Settlement Class members during the Class Period. Blakely Decl., ¶ 16. As such, Plaintiffs calculate R.A.H. maximum exposure for rest period violations at \$7,516,382 (214,020 rest period eligible shifts * \$35.12 average premium). *Id.*

However, R.A.H. contends it has maintained and enforced compliant written rest period policies/practices and has always authorized and permitted employees a 10-minute rest period for

every four hours worked, or major fraction thereof, and that any failure to take rest periods was as a result of employee choice, rather than any R.A.H. policy and/or practice. Blakely Decl., ¶ 16. R.A.H. further argues that Plaintiffs’ rest period claim is not amenable to class treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. *Id.* These manageability concerns are especially present with respect to rest period claims, R.A.H. argues, given that rest periods are not recorded. *Id.* Given these defenses, Plaintiffs discounted this maximum amount by 75% for risk of non-certification, and an additional 65% for a risk of being unsuccessful on the merits or of failing to recover the full amount sought, to arrive at an estimated realistic exposure of approximately \$657,683.

Wage Statement Penalties: \$82,740

Plaintiffs allege that R.A.H. is liable for wage statement penalties as a result of the unpaid wages and unpaid meal and rest period premiums. Blakely Decl., ¶ 17. Those penalties are calculated as \$50 for each “initial” violation and \$100 for each “subsequent” violation, with a maximum of \$4,000 per employee. *Id.*; *see* Labor Code § 226(e). Plaintiffs’ analysis reflected that there were approximately 197 unique employees and approximately 15,433 pay periods worked during the liability period applicable to Plaintiffs’ wage statement claim. *Id.* Plaintiffs, therefore, assumed the maximum \$4,000 penalty for each employee and calculated R.A.H.’s maximum potential wage statement exposure at approximately \$788,000 (197 employees * \$4,000 maximum penalty)]. *Id.*; *see also* Labor Code § 226(e).

In light of R.A.H.’s arguments that no violations occurred, that employees suffered no “injury,” that any alleged violations were not “knowing and intentional,” that wage statements always accurately reflected hours worked and amounts paid, as well as risks associated with Plaintiffs’ underlying claims discussed above, Plaintiffs discounted the maximum exposure by 70% for risk of non-certification, and by an additional 65% for risk of being unsuccessful on the merits, for an estimated realistic exposure of approximately \$82,740. Blakely Decl., ¶ 17.

Waiting Time Penalties: \$61,068

R.A.H.’s records show approximately 69 Settlement Class members who are eligible for

1 waiting time penalties. Blakely Decl., ¶ 18. Based on an hourly rate of \$35.12, Plaintiffs estimated
2 the average waiting time penalty per former employee to be approximately \$8,429 ($\$35.12 * 8$
3 hours per day * 30 days). *Id.* Therefore, Plaintiffs calculated R.A.H.’s maximum exposure for
4 potential waiting time penalties to be approximately \$581,601 (69 former employees * \$8,429
5 average penalty). *Id.*

6 However, R.A.H. presented several defenses to this claim, most notably their assertion
7 that because they possessed good-faith defenses to the underlying claims, any failure to pay wages
8 was not “willful” as a matter of law. Blakely Decl., ¶ 18. R.A.H. further asserts that Plaintiffs’
9 waiting time penalty exposure was grossly inflated as not every former employee experienced the
10 alleged Labor Code violations. *Id.* Moreover, because the waiting time claim is derivative of
11 Plaintiffs’ underlying wage claims, Plaintiffs would need to overcome R.A.H.’s defenses, both as
12 to class certification and on the merits, as to his underlying claims. *Id.* To account for R.A.H.’s
13 defenses, Plaintiffs discounted the maximum exposure by 70% for the risk of non-certification
14 and an additional 65% for the risk of losing on the merits and/or not receiving the maximum
15 penalties sought, to arrive at an estimated exposure of approximately \$61,068. *Id.*

16 **PAGA Penalties: \$57,874**

17 Plaintiffs estimated a maximum total PAGA exposure of approximately \$1,543,300
18 (15,433 pay periods * \$100 “initial” penalty). Blakely Decl., ¶ 19; *Amaral v. Cintas Corp. No. 2,*
19 163 Cal.App.4th 1157, 1207 (2008) (finding “initial” violation rate applies until employer is
20 notified that it is violating a Labor Code provision). However, these penalties derive from the
21 underlying wage and hour violations discussed above, which R.A.H. disputes vigorously. Blakely
22 Decl., ¶ 19; *see e.g., Green v. Lawrence Service Co.* 2013 WL 3907506, *5, n.5 (C.D. Cal. 2013)
23 (explaining that a PAGA claim’s success was determined by the merits of its underlying claims).
24 R.A.H. also asserts that the Court would drastically reduce any award of PAGA penalties as
25 “confiscatory.” Blakely Decl., ¶ 19; *see also Thurman v. Bayshore Transit Mgmt., Inc.,* 203
26 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties); *Fleming v. Covidien*
27 *Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing
28 PAGA penalties from \$2.8 million to \$500,000). Therefore, Plaintiffs discounted the maximum

figure by 75% for the risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and an additional 85% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately \$57,874. Blakely Decl., ¶ 19.

Using these estimated figures for each of the claims described above, Plaintiffs predicted that the potential realistic recovery for the Settlement Class would be approximately \$2,050,713. Blakely Decl., ¶ 20. The proposed Settlement of \$1,935,000 represents approximately 94.3% of the reasonably forecasted recovery for the Settlement Class. *Id.* Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Settlement Class, which is consistent with what Plaintiffs' counsel believes could have been recovered had the case proceeded through trial.

e. The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litigation* 47 F.3d 373, 378 (9th Cir. 1995). Here, Plaintiffs are represented by competent, experienced counsel who possess extensive experience prosecuting and defending wage-and-hour class actions and who have been appointed as class counsel in numerous cases alleging similar claims. *See* Blakely Decl., ¶¶ 2-6; *see also* Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-8; Declaration of Harout Messrelian ("Messrelian Decl.") ¶ 2. With the help of a retained Ph.D. in economics, Class Counsel conducted an in-depth review of R.A.H.'s timekeeping and payroll records and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. *See* Blakely Decl., ¶¶ 14-20. The Settlement was also reached with the assistance of an experienced and respected wage-and-hour class action mediator. *Id.*, at ¶ 11. This factor strongly supports preliminary approval of the Settlement. *See Kullar, supra*, 168 Cal.App.4th at 130.

2. The Preliminary Approval Standard Is Met

At this stage, the Court can grant preliminary approval of the Settlement and direct that notice be given if the proposed Settlement: (1) falls within the range of possible approval; (2) appears to be the product of serious, informed, and non-collusive negotiations; and (3) has no

obvious deficiencies. *See* Manual for Complex Litigation § 30.41(3rd Ed. 1995); 4 Newberg on Class Actions § 11:24-25 (4th Ed. 2013).

a. The Settlement Is Within the Range of Possible Approval

The proposed Settlement reflects approximately 94.3% of the estimated recovery the Settlement Class could reasonably expect in light of the significant litigation risks and will provide tangible, substantial monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure recovered in this case far exceeds percentages routinely approved by courts. *See, e.g., Glass v. UBS Finan. Servs.*, Case No. C-06-4068 MMC, 2007 WL 221862, *4 (N.D. Cal. 2007) (approving settlement representing 25% to 35% of potential damages); *Dunleavy v. Nadler*, 213 F.3d 454, 459 (9th Cir. 2000) (approving settlement representing about one-sixth of potential recovery); *Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) (“it is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the Settlement Class members at trial”). Further, the average Individual Settlement Payment of approximately \$4,075.86 greatly exceeds average payments achieved in other wage and hour class action settlements.⁴ Thus, Plaintiffs submit that the proposed settlement is within

⁴ *See e.g., Bercea v. AE Retail West*, Case No. 34-2012-00123947 (Sacramento County Super. Ct. May 9, 2012) (average net recovery of approximately \$105); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (Los Angeles County Super. Ct. Jan. 2, 2009) (average net recovery of approximately \$90); *Palencia v. 99 Cents Only Stores*, Case No. 34-2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average recovery of approximately \$65); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct. Jan. 20, 2006) (average net recovery of approximately \$35); *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (Los Angeles County Super. Ct. July 23, 2010) (average net recovery of approximately \$20); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. Dec. 17, 2008) (wage and hour class action settlement approved where average recovery was approximately \$60); *Schiller v. David's Bridal, Inc.*, Case No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001 at *17 (E.D. Cal. June 11, 2012) (“Class Members will receive an average of approximately \$198.70...[T]his is a substantial recovery where Defendants asserted compelling defenses to liability; Plaintiff also notes several similar actions where the gross recoveries per class member were less than \$90...[T]he Court finds that the results achieved are good”); and *Williams v. Centerplate, Inc.*, Case Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428 (S.D. Cal. Aug. 26, 2013) (average recovery of approximately \$108).

1 the range of possible approval, such that notice should be provided to the Settlement Class
2 members so that they can consider the Settlement. The Court will have the opportunity to again
3 assess the reasonableness of the Settlement after the Settlement Class members have had the
4 opportunity to opt-out or object.

5 **b. The Settlement Resulted from Serious, Informed Negotiations**

6 The Settlement resulted from extensive informal discovery, a full-day mediation, and
7 months of additional negotiations. Thus, it is entitled to a presumption of fairness *See Kullar,*
8 *supra*, 168 Cal.App.4th at 130. As discussed above, Plaintiffs carefully vetted the claims at issue,
9 reviewed extensive timekeeping and payroll data, and conducted a detailed statistical analysis of
10 the data to arrive at his estimated class-wide damages figures. *See Blakely Decl.*, ¶¶ 14-20. Thus,
11 this factor supports preliminary approval.

12 **c. The Settlement Is Devoid of Obvious Deficiencies**

13 Preliminary approval of the Settlement is also warranted because there are no obvious
14 deficiencies. The Settlement will provide substantial monetary relief to Settlement Class
15 members. The amounts proposed for Class Counsel’s attorneys’ fees and costs, LWDA payment,
16 Plaintiffs’ Class Representative Enhancement Payments, and settlement administration costs are
17 all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of
18 obvious deficiencies, this factor supports preliminary approval.

19 **B. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS**

20 The Settlement Class satisfies the criteria for certification because: (1) it is sufficiently
21 numerous; (2) common questions of law and fact predominate; (3) Plaintiffs’ claims are typical;
22 and (4) Plaintiffs and their counsel will adequately represent them. Cal. Code Civ. Proc. § 382.

23 **1. The Proposed Class Is Ascertainable and Numerous**

24 A class is “ascertainable” where the members “may be readily identified without
25 unreasonable expense or time by reference to official [or business] records.” *See Sevidal v. Target*
26 *Corp.* 189 Cal.App.4th 905, 916 (2010) (alterations in original). Here, the proposed class is
27 defined as all current and former non-exempt employees who worked for R.A.H. in California
28 during the Class Period. *See Settlement*, § 1. Therefore, Settlement Class members can be

1 identified from R.A.H.'s personnel and employment records. R.A.H. represents that the
2 Settlement Class consists of approximately 290 current and former non-exempt employees. *See*
3 Blakely Decl., ¶ 13. It would therefore be impracticable to bring all Settlement Class members
4 before the Court or for each Settlement Class member to bring an individual lawsuit. Thus, the
5 proposed Settlement Class satisfies numerosity. *See, e.g., Bowles v. Sup. Ct.*, 44 Cal.2d 574 (1955)
6 (holding a class representing 10 beneficiaries of a trust sufficiently numerous).

7 **2. Common Issues of Law and Fact Predominate**

8 The focus in a certification dispute is not on the merits but rather on what types of
9 questions, "common or individual," are likely to arise in the Action. *See Sav-On Drug Store, Inc.*
10 *v. Superior Court (Rocher)* 34 Cal.4th 319, 327 (2004). Plaintiffs' claims are predicated on,
11 among other issues, R.A.H.'s uniform timekeeping and meal and rest period policies/practices.
12 These types of claims are commonly held to be proper for class certification. *See e.g., Benton v.*
13 *Telecom Network Specialists, Inc.*, 220 Cal.App.4th 701, 726 (2013) (certifying meal and rest
14 period claims).

15 **3. The Claims of the Named Plaintiffs Are Typical**

16 The typicality requirement is satisfied where class representatives have claims that are
17 typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* 191
18 Cal.App.3d 1341, 1347 (1987) (finding typicality satisfied where named plaintiff purchased the
19 same goods as the putative class in a consumer class action). Here, Plaintiffs' claims are typical
20 of those held by the Settlement Class members. First, R.A.H. employed Plaintiffs as non-exempt
21 employees during the Class Period, and Plaintiffs were subject to R.A.H.'s wage and hour policies
22 at issue in this case. *See* Regalado Decl., ¶ 2; Trejo Decl., ¶¶ 2-4. Second, Plaintiffs were injured
23 by the same challenged policies/practices that allegedly injured the Settlement Class as a whole.
24 For example, Plaintiffs assert that they were deprived of all wages and contend that they were
25 deprived of all legally compliant meal and rest periods. Regalado Decl., ¶ 3; Trejo Decl., ¶ 4.
26 Plaintiffs further assert that they did not receive accurate and compliant wage statements and did
27 not receive all wages at the time of separation of employment. *Id.* Because Plaintiffs suffered the
28 same injuries as the other members of the Settlement Class, the typicality requirement is satisfied.

1 **4. Plaintiffs and Class Counsel Will Fairly and Adequately Represent the**
2 **Class**

3 The adequacy requirement examines conflicts of interest between named parties and the
4 class(es) they seek to represent. *See Capital People First v. State Dept. of Developmental Services*
5 155 Cal.App.4th 676, 697 (2007). Plaintiffs and their counsel will adequately represent the
6 Settlement Class, as there are no conflicts between Plaintiffs and the proposed Settlement Class,
7 and Plaintiffs possess claims that are in line with those of the Settlement Class. *See McGhee v.*
8 *Bank of America* 60 Cal.App.3d 442, 450-51 (1976) (adequacy satisfied where there was no
9 indication that Class Counsel were not qualified and the named plaintiff had no interests
10 antagonistic to those of the proposed class). Class Counsel also have extensive experience in wage
11 and hour class action litigation. *See Haines Decl.*, ¶¶ 2-8; *Blakely Decl.*, ¶¶ 2-6; *Messrelian Decl.*,
12 ¶ 2.

13 **C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE**

14 This Court should order distribution to the Settlement Class of the proposed Class Notice
15 by U.S. Mail, postage prepaid, in English and Spanish, using the last known mailing address
16 information provided by R.A.H. *See Settlement*, § 9. This manner of giving notice is the “best
17 notice practicable” under the circumstances because it provides “individual notice to all members
18 who can be identified through reasonable effort.” *See Eisen v. Carlisle & Jacquelin* 417 U.S. 156,
19 173 (1974). Here, Plaintiffs propose the settlement be administered by ILYM Group, Inc.
20 (“ILYM”), an experienced class action settlement administrator. *See Declaration of Anthony*
21 *Rogers* (“Rogers Decl.”) and attached exhibits. Settlement Class members’ addresses will be
22 ascertainable through R.A.H.’s personnel and payroll records, which R.A.H. will provide to
23 ILYM within thirty (30) calendar days of preliminary approval of the Settlement. *See Settlement*,
24 § 9(A). Within ten (10) business days of receipt of the Settlement Class members’ addresses,
25 ILYM will run the names of all Settlement Class members through the National Change of
26 Address database to update addresses and mail the Class Notice to all Settlement Class members.
27 *Id.*, at § 9(B). To the extent that any notices are returned, ILYM will perform a “skip trace” to
28 track any Settlement Class member’s current mailing address. *Id.*, at § 9(F).

1 The proposed Class Notice satisfies Cal. Rule of Court 3.766(d) because it advises
2 Settlement Class members of the nature of the claims, basic contentions and denials of the parties,
3 and the key terms of the Settlement, the 60-day deadline to opt out or object to the Settlement and
4 the procedures by which to do so, explains the recovery formula and expected recovery amount
5 for each Settlement Class member, and advises them that they will be bound by the terms of the
6 Settlement if they do not opt-out. *See* Blakely Decl., Exhs. 1, 2 to Exh. A. The proposed Class
7 Notice will also notify Settlement Class members of the final approval hearing date and provides
8 the Settlement Class contact information for Class Counsel and advises Settlement Class members
9 that they may enter an appearance through counsel if they wish to. *Id.* This manner of giving
10 notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective method
11 of reaching Settlement Class members.

12 **D. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

13 Finally, this Court should set a hearing for Final Approval of the Settlement on a date
14 appropriately scheduled to follow the deadline by which Settlement Class members must file
15 objections to the Settlement or opt-out. *See* California Rule of Court 3.769.

16 **V. CONCLUSION**

17 For the foregoing reasons, Plaintiffs respectfully request that the Court preliminarily
18 approve the proposed Settlement, provisionally certify the Settlement Class, and enter the
19 Proposed Order submitted concurrently herewith.

20
21
22 Dated: September 11, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

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24 By:



25 Paul K. Haines
26 Sean M. Blakely
27 Attorneys for Plaintiffs
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