

JAMES HAWKINS APLC

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
Nicholas W. Schieffelin (SBN 302329)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: christina@jameshawkinsaplc.com
Email: nick@jameshawkinsaplc.com

Attorneys for PHILLIP JR PLASENCIA individually
and on behalf of all others similarly situated

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

PHILLIP JR PLASENCIA individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

ONNI PROPERTIES LLC, an Arizona
Limited Liability Company, ONNI
MANAGEMENT CALIFORNIA, INC., a
Delaware Corporation, Defendant ONNI
LEVEL PROPERTIES (CALIFORNIA),
LLC, a Delaware limited liability company,
Defendant CAPILANO PROPERTIES, LLC,
a Nevada limited liability company, Defendant
ONNI 888 OLIVE STREET LIMITED
PARTNERSHIP, a Nevada limited
partnership, and ONNI CONTRACTING
(CALIFORNIA), INC., a California
corporation, and DOES 1-50, inclusive,

Defendants.

Case No. 24STCV04598

Assigned for All Purposes To:

Hon. Timothy Patrick Dillon

Dept.: 15

**DECLARATION OF CHRISTINA M.
LUCIO IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT,
APPROVAL OF NOTICE TO CLASS
MEMBERS, APPROVAL OF
SETTLEMENT ADMINISTRATOR, AND
SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Date: September 25, 2025

Time: 11:00 A.M.

Complaint Filed: February 23, 2024

FAC Filed: March 10, 2025

Trial Date: None Set

1
2 I, Christina M. Lucio, declare as follows:

3 1. I am an individual over the age of 18. I am Of Counsel to the Law Firm of James
4 Hawkins, APLC. James Hawkins APLC are the attorneys of record for Plaintiff Phillip Jr Plasencia
5 ("Plaintiff" or "Class Representative"), who have filed this Class and PAGA Action on behalf of
6 himself and the proposed settlement class (the "Class") and Aggrieved Employees in the above-
7 captioned matter against Defendants Onni Properties, LLC, Onni Management California, Inc., Onni
8 Level Properties (California), LLC, Capilano Properties, LLC, Onni 888 Olive Street Limited
9 Partnership, and Onni Contracting (California), Inc. ("Defendants") (with Plaintiff, the "Parties"). I
10 have personal knowledge of the facts set forth below, and if called to testify regarding them, I could
11 and would do so competently.

12 2. I submit this Declaration in support of Plaintiff's Motion for Preliminary Approval
13 of Class Action and PAGA Settlement, Approval of Class Notice, Approval of Settlement
14 Administrator and Setting Hearing for Final Approval of Settlement (the "Preliminary Approval
15 Motion"), which is filed concurrently herewith, along with the Memorandum of Points and
16 Authorities.

17 3. Given the realistic value of Plaintiff's claims as set forth in detail in the concurrently
18 filed Declaration of James R. Hawkins in Support of Plaintiff's Motion for Preliminary Approval of
19 Class Action and PAGA Settlement, we respectfully submit that the \$875,000.00 Settlement Amount
20 is an excellent result for the Settlement Class and should be approved.

21 4. Preliminary approval is appropriate since the Settlement will provide significant
22 monetary relief to the Settlement Class.

23 5. The Settlement was the product of extensive arm's length negotiations between
24 counsel and was facilitated by an experienced wage-and-hour class action mediator Jeffrey P.
25 Fuchsman over the course of a full-day mediation on November 4, 2024. Though cordial and
26 professional, the Settlement negotiations were adversarial and non-collusive in nature. Though the
27 Parties did not reach an agreement at mediation, a Mediator's Proposal was issued that same day.
28 The Mediator's Proposal was accepted by the parties and memorialized in a Memorandum of

1 Understanding (“MOU”), executed shortly thereafter. Subsequently, the Parties negotiated,
2 prepared, and executed the long-form Settlement Agreement which they now present to the Court
3 for approval.

4 6. The Settlement reached is the product of substantial effort by the Parties and their
5 Counsel with the assistance of the Mediator. Although Plaintiff’s and Class Counsel believe that the
6 claims may be certified, they recognized the potential risk, expense, and complexity posed by the
7 litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on
8 the damages awarded, and/or on an appeal that can take several more years to litigate. In addition,
9 if Defendants had prevailed on their formidable defenses, the Settlement Class Members may not
10 have received any recovery. On the other hand, this Settlement provides certain and substantial
11 monetary recovery.

12 7. While the Parties dispute whether a class could be certified if the litigation were to
13 continue, they agree, for the purposes of this settlement only, that the Class should be conditionally
14 certified. Plaintiff contends that the Class is subject to common minimum wage, overtime, meal
15 period, rest period, wage statement, reimbursement, sick leave policies, and final pay policies.

16 8. The Parties dispute whether Plaintiff’s claims are typical of the Class for the
17 purposes of any continued litigation of the Action, but agree for the purposes of this settlement
18 only, that Plaintiff’s claims meet the typicality requirement. Plaintiff’s assert claims regarding
19 Defendants’ compensation, break, reimbursement, final pay, and wage statement policies and
20 practices at the core of the lawsuit and they contend that the violations they suffered and the
21 remedies sought are typical of the class.

22 9. Based on our experience in other wage and hour cases, we are qualified to evaluate
23 the class claims and viability of defenses in this class action. In this case, the recovery for each
24 Settlement Class Member is reasonable, fair and adequate, and a settlement at this time on the terms
25 set forth in the Settlement Agreement is in the best interest of the Settlement Class. The Settlement
26 provides each Settlement Class Member with substantial compensation for the alleged violations
27 when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding
28 to trial.

1 10. I endorse the terms and conditions of the Settlement as set forth in the
2 abovementioned Settlement Agreement.

3 **Plaintiff's Counsel Is Experienced in Wage and Hour Litigation**

4 11. In 2003, I graduated magna cum laude from the University of California, Riverside
5 with a Bachelor of Arts Degree. Following graduation, I attended the University of Southern
6 California, Gould School of Law (USC Law School). At various points during law school, I worked
7 with the USC Post-Conviction Justice Project, the Western Center for Disability Rights and the
8 Barrister's Domestic Violence Clinic. During the Summer of 2005, I was a law clerk for the Law
9 Offices of Bruce Austin (Safeco Insurance). In 2007, while a full-time law student, I was also a
10 Judicial Extern for the Honorable Sandra Ikuta, United States Court of Appeals, Ninth Circuit.
11 Thereafter, in 2007, I graduated from the USC Law School. The same year, I was admitted to
12 practice law in the State of California.

13 12. Since I was admitted to practice law, I have litigated a wide variety of matters on
14 both the plaintiff and defense side. Much of my early experience involved the litigation of general
15 business and labor & employment matters on an individual and class-wide basis. I assisted with the
16 representation of both employers and employees in various capacities, and assisted employers on
17 issues related to compliance with employment laws.

18 13. Since 2012, my work has largely been focused on individual employment litigation
19 and complex wage and hour class actions and representative action. In my practice as a class action
20 plaintiffs' attorney, I have been involved in litigating, mediating and settling numerous wage and
21 hour class actions dealing with class sizes ranging from several hundred to over 18,000 class
22 members. I have been involved in obtaining settlements ranging up to eight figure settlements.

23 14. Since 2015, in addition to maintaining my own law practice, I have also been Of
24 Counsel to the law firm of James Hawkins APLC.

25 15. I have successfully litigated dozens of class and PAGA actions with James Hawkins
26 APLC as one of the counsels of record, including without limitation:

- 27 a. *Smith v. Space Exploration Technologies Corp.*, Los Angeles Superior Court, Case
28 No. BC55429;

- 1 b. *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court,
2 Case No. 30-2013-00694012-CU-OE-CXC;
3 c. *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527;
4 d. *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-
5 00637062-CU-OE-CXC;
6 e. *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-
7 00653425-CU-OE-CXC;
8 f. *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-CAS(MANx);
9 g. *Williams v. Il Fornaio America Corp.*, Sacramento County, 34-2011-0009616;
10 h. *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-
11 CXC;
12 i. *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-
13 2012-00611260;
14 j. *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278;
15 k. *Vigueras v. Red Robin, Intl.*, C.D. Cal. Case No. 8:17-cv-01422-JVS (DFMx);
16 l. *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Case No. RIC1800119;
17 m. *Aguilar v. LDI Mechanical, Inc.*, Riverside County Case No. RIC1610019.

18 16. I was also lead trial counsel in a federal court jury trial in a wage and hour class
19 action, which resulted in an \$8.5 million settlement. *Vigueras v. Red Robin Int'l*, No. SACV 17-
20 1422 JVS (DFMx), 2020 U.S. Dist. LEXIS 262135 (C.D. Cal. Dec. 2, 2020).

21 17. I am currently litigating at least thirty other wage and hour class and PAGA actions
22 in State and Federal courts in the state of California.

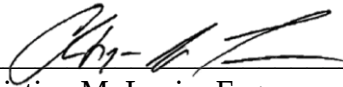
23 18. Based on my experience, I believe that I am qualified to evaluate the strength of the
24 claims and viability of the defenses raised by the Parties. Based on the history of this case and given
25 our firm's extensive experience as class and representative action employment and wage and hour
26 litigators, it is my view that the settlement is fair, reasonable, and adequate, and in the best interest
27 of the Class.

28 19. I have no conflicts of interest with the Class Representative. I am not related to the

1 Class Representative. I have not previously represented Defendants in any matter.

2
3 I declare under penalty of perjury that the foregoing is true and correct.

4
5 Executed on July 3, 2025 in Encinitas, California.

6
7 
8 Christina M. Lucio, Esq.