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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JUAN GUZMAN, VINCENT RAGLIN, JR., MARCO AGUAYO, JORGE NAJERA, JOHN GOMEZ, and ANDREW WILLIAM ROBINSON, as individuals and on behalf of all others similarly situated, Plaintiffs, vs. HOME EXPRESS DELIVERY SERVICE LLC d.b.a. TEMCO LOGISTICS, a Georgia Corporation; and DOES 1 through 100, Defendants.	Case No. 24STCV08956 Formally Related to Case Nos. 24STCV18087, 24STCV15753 and 24STCV09992 [*Assigned for all purposes to the Hon. William F. Highberger, Dept. SS10*] **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: September 28, 2026 Time: 10:30 a.m. Dept.: SSC-10 Complaint Filed: April 9, 2024 Trial Date: None Set

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PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on September 28, 2026 at 10:30 a.m., or as soon thereafter as the matter may be heard in Department 10 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Juan Guzman, Vincent Raglin, Marco Aguayo, Andrew William Robinson, John Gomez, and Jorge Najera ("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 persons who are or previously were employed by Defendant Home Express Delivery Service, LLC dba Temco Logistics in California, and classified as non-exempt employees at any time from June 10, 2023 through December 24, 2025.

3. Preliminary appointment of Plaintiffs Juan Guzman, Vincent Raglin, Marco Aguayo, Andrew William Robinson, John Gomez, and Jorge Najera as Class Representatives;
4. Preliminary appointment of Paul K. Haines and Sean M. Blakely of Haines Law Group APC; David Bibiyan of Bibiyan Law Group PC; Jonathan Melmed of Melmed Law Group PC; and Nicholas J. Ferraro and Conor J.D. Gómez of Ferraro Vega Employment Lawyers, Inc. as Class Counsel;
5. The scheduling of a hearing to consider whether the Settlement should be finally approved and to permit Class Representative Service 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 Apex Class Action LLC as the third-party Settlement Administrator for mailing notices; and
7. Approval of the proposed Class Notice and an order that it be disseminated to the proposed Settlement Class as provided in the Class and PAGA Representative Settlement Agreement and Release ("Settlement Agreement").

This Motion is based on this Notice of Motion; the attached Memorandum of Points and

Authorities; the declarations of attorneys Paul K. Haines, Sean M. Blakely, Trishta Dordi, David D. Bibiyan, and Nicholas J. Ferraro; Plaintiffs Juan Guzman, Vincent Raglin, Marco Aguayo, Andrew William Robinson, John Gomez, and Jorge Najera; Sean Hartranft of Apex Class Action LLC; and the exhibits attached thereto; the Settlement Agreement; the pleadings and other papers filed in this action; and on any further oral or documentary evidence or argument presented at the time of hearing.

Defendant does not intend to oppose this Motion and given the multiplicity of issues addressed in this Motion, Plaintiffs' memorandum of points and authorities exceeds the 20-page limit set forth in California Rule of Court 3.764(c)(2). Therefore, Plaintiffs respectfully request the Court's consideration of Plaintiffs' memorandum of points and authorities, which is 24 pages in length.

Dated: July 15, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Paul K. Haines
Sean M. Blakely
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TABLE OF CONTENTS

I. INTRODUCTION 1
II. SUMMARY OF THE LITIGATION 2
A. FACTUAL AND PROCEDURAL BACKGROUND 2
B. PLAINTIFFS' CLAIMS AND HOME EXPRESS'S DEFENSES 4
1. Arbitration Agreements 4
2. Meal Period Violations 5
3. Unpaid Wages Due to Failure to Provide Meal Periods 6
4. Rest Period Violations 7
5. Failure to Reimburse For Necessary Business Expenses 7
6. Wage Statement Violations 8
7. Waiting Time Penalties 8
8. PAGA Civil Penalties 9
C. DISCOVERY AND MEDIATION 9
III. THE PROPOSED SETTLEMENT 10
A. ESSENTIAL TERMS OF THE SETTLEMENT 10
1. The Settlement Provides for Reasonable Monetary Payments 10
2. Attorneys' Fees and Costs, Service Payments, and PAGA Payment 11
IV. ARGUMENT 13
A. PRELIMINARY APPROVAL IS WARRANTED 13
1. Standard for Preliminary Approval 14
a. The Strength of Plaintiffs' Case 14
b. Risk, Expense, Complexity, and Duration of Further Litigation 14
c. Risk of Maintaining Class Action Status 15
d. Amount Offered in Settlement Given Realistic Value of Claims 15
e. The Experience and Views of Counsel 20

2. The Preliminary Approval Standard Is Met 20
a. The Settlement Is Within the Range of Possible Approval 20
b. The Settlement Resulted from Serious, Informed Negotiations 21
c. The Settlement Is Devoid of Obvious Deficiencies 21
B. THE COURT SHOULD CERTIFY THE PROPOSED CLASS 21
1. The Proposed Class Is Ascertainable and Numerous 21
2. Common Issues of Law and Fact Predominate for Settlement Purposes 22
3. The Claims of the Named Plaintiffs Are Typical 22
4. Plaintiffs and Their Counsel Will Adequately Represent the Class 22
C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE 23
D. THE COURT SHOULD SET A FINAL APPROVAL HEARING 24
V. CONCLUSION 24

TABLE OF AUTHORITIES

Federal Cases

Dunleavy v. Nadler, 213 F.3d 454 (9th Cir. 2000) 20

Eisen v. Carlisle & Jacquelin, 417 U.S. 156 (1974).......... 23

Hanlon v. Chrysler Corp., 150 F.3d 1011 (9th Cir. 1998) 13, 14

In re Pac. Enter. Sec. Litig., 47 F.3d 373 (9th Cir. 1995).......... 20

In re Syncor ERISA Litig., 516 F.3d 1095 (9th Cir. 2008) 13, 14

Nat'l Rural Telecomm. Coop. v. DirecTV, Inc., 221 F.R.D. 523 (C.D. Cal. 2004).......... 20

State Cases

Amaral v. Cintas Corp., 163 Cal.App.4th 1157 (2008).......... 19

B.W.I. Custom Kitchen v. Owens-Illinois, Inc., 191 Cal.App.3d 1341 (1987) 22

Benton v. Telecom Network Specialists, Inc., 220 Cal.App.4th 701 (2013).......... 22

Bowles v. Sup. Ct., 44 Cal.2d 574 (1955) 22

Brinker Restaurant Corp. v. Superior Court, 53 Cal.4th 1004 (2012).......... 5, 15

Capital People First v. State Dept. of Developmental Services
155 Cal.App.4th 676, 697 (2007) 22

Carrington v. Starbucks Corp., 30 Cal.App.5th 504, 529 (2018).......... 9, 19

Dunk v. Ford Motor Co., 48 Cal.App.4th 1794 (1996) 14

Gattuso v. Harte-Hanks Shoppers, Inc., 42 Cal.4th 554 (2007).......... 8

In re Cellphone Fee Termination Cases, 186 Cal.App.4th 1380 (2010).......... 12

Kullar v. Foot Locker Retail, Inc., 168 Cal.App.4th 116 (2008).......... 14, 21

Laffitte v. Robert Half Int'l, Inc., 1 Cal.5th 480 (2016).......... 12

Maldonado v. Epsilon Plastics, Inc., 22 Cal.App.5th 1308 (2018).......... 8

McGhee v. Bank of America, 60 Cal.App.3d 442 (1976) 23

Price v. Starbucks Corp., 192 Cal.App.4th 1136 (2011).......... 9

Reed v. United Teachers Los Angeles, 208 Cal.App.4th 322 (2012).......... 13

Sav-On Drug Store, Inc. v. Sup. Ct., 34 Cal.4th 319 (2004) 22
Sevidal v. Target, 189 Cal.App.4th 905 (2010) 21
Thurman v. Bayshore Transit Mgmt., Inc., 203 Cal.App.4th 1112 (2012) 9
Wershba v. Apple Computer, Inc., 91 Cal.App.4th 224 (2001) 14

<u>State Statutes and Rules</u>

8 Cal. Code Regs. § 13520 8
Cal. Code Civ. Proc. § 382 21
Cal. Rule of Court 3.766(d) 23
Cal. Rule of Court 3.769 24
Civil Code § 1542 12
Labor Code § 226(e) 17
Labor Code § 226.7 .... 5, 7
Labor Code § 2699(e)(2) 9, 19
Labor Code § 2699(i) 13

<u>Unpublished Cases</u>

Chu v. Wells Fargo Investments, LLC
Case No. C 05-4526 MHP, 2011 WL 672645 (N.D. Cal. 2011) 13
Fleming v. Covidien, Inc.
Case No. ED-CV-10-1487-RGK (OPx), 2011 WL 7563047 (C.D. Cal. 2011) 9, 19
Glass v. UBS Finan. Servs.
Case No. C-06-4068 MMC, 2007 WL 221862 (N.D. Cal. 2007) 20
Lazarin v. Pro Unlimited, Inc.
Case No. C11-03609 HRL, 2013 WL 3541217 (N.D. Cal. 2013) 13

<u>Other Sources</u>

4 Newberg on Class Actions § 11:24-25 (4th Ed. 2013) 20

4 Newberg on Class Actions § 14.6 (4th Ed. 2013).. 13

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Juan Guzman ("Plaintiff Guzman"), Vincent Raglin ("Plaintiff Raglin"), Marco Aguayo ("Plaintiff Aguayo"), Andrew William Robinson ("Plaintiff Robinson"), John Gomez ("Plaintiff Gomez"), and Jorge Najera ("Plaintiff Najera") (collectively "Plaintiffs") seek preliminary approval of a class and representative action settlement ("Settlement") with Defendant Home Express Delivery Service, LLC dba Temco Logistics ("Home Express") (collectively with Plaintiffs, the "Parties"). Plaintiffs' primary allegations pertain to Home Express's unlawful meal and rest period policies/practices, its unlawful timekeeping policies/practices, and its failure to reimburse business expenses. Based on these alleged wage and hour violations, Plaintiffs also brought derivative claims for alleged waiting time penalties, Home Express's alleged failure to issue accurate and compliant wage statements, and for civil penalties under the Private Attorneys General Act ("PAGA").[1]

Plaintiffs respectfully request that this Court preliminarily approve this non-reversionary, common-fund class action settlement,[2] in which Home Express has agreed to pay a Gross Settlement Amount of $1,500,000.00 to the Settlement Class, defined as:

> All persons who are or previously were employed by Defendant Home Express Delivery Service, LLC dba Temco Logistics in California, and classified as non-exempt employees at any time from June 10, 2023 through December 24, 2025.

If the Settlement is approved, Home Express will pay a non-reversionary Gross Settlement Amount of $1,500,000.00. After deducting settlement administration costs, Plaintiffs' requested Class Representative Service Payments, the amount designated as PAGA civil penalties, and requested attorneys' fees and costs, the Net Settlement Amount ("NSA") of approximately

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[1] The Second Amended Class and Representative Action Complaint is the operative complaint.

[2] The Class and PAGA Representative Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement") is attached to the Declaration of Sean M. Blakely as **Exhibit 1**. The proposed Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), Request for Exclusion Form, and Objection Form are attached to the Settlement as **Exhibits A, B,** and **C,** respectively.

$790,000.00 will be distributed to all Class Members who do not opt out of the Settlement based on the proportionate number of workweeks worked during the Class Period.

Significantly, Class Members do not need to file a claim to reap the financial benefits of the Settlement, as all Class Members will automatically receive an Individual Settlement Payment unless they affirmatively opt-out. There are approximately 2,991 Class Members, and the average award to participating Class Members is projected to be approximately $264.12.

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

II. SUMMARY OF THE LITIGATION

A. FACTUAL AND PROCEDURAL BACKGROUND

Home Express is a third-party "last mile" delivery service that ships large appliances and other bulky items exclusively to Home Depot customers throughout the United States, including California. *See* Declaration of Sean M. Blakely ("Blakely Decl."), ¶ 8. Plaintiff Guzman worked from November 21, 2022 as a "Master Technician," a job which entails loading his truck at the Home Express warehouse, making deliveries throughout Los Angeles County, as well as installing appliances in the homes of customers and/or removing older appliances for disposal. *See* Declaration of Juan Guzman ("Guzman Decl."), ¶ 3. Plaintiff Aguayo worked for Home Express as a Technician since June 16, 2023. *See* Declaration of Marco Aguayo ("Aguayo Decl."), ¶ 3. Plaintiff Raglin worked for Home Express as a Driver and Master Tech from April 2023 through March 2025. *See* Declaration of Vincent Raglin Jr. ("Raglin Decl."), ¶ 3. Plaintiff Najera worked for Home Express as a Driver/Installer from approximately April 2023 to approximately January 2024. *See* Declaration of Jorge Najera ("Najera Decl."), ¶ 3. Plaintiff Robinson worked for Home Express as a Master Technician from approximately October 2023 through December 2024. *See* Declaration of Andrew William Robinson ("Robinson Decl."), ¶ 3. Plaintiff Gomez worked for Home Express as a Technician from approximately November 2022 through October 2024. *See* Declaration of John Gomez ("Gomez Decl."), ¶ 2.

On April 9, 2024, Plaintiff Guzman filed a class action complaint against Home Express in Los Angeles County Superior Court, entitled *Juan Guzman v. Home Express Delivery Service, LLC, d.b.a. Temco Logistics,* Case No. 24STCV08956 (the "*Guzman* Action"), alleging class action claims against Home Express under the California Labor Code. Blakely Decl., ¶ 9. On April 9, 2024, Plaintiff Guzman sent his PAGA notification letter to the Labor & Workforce Development Agency ("LWDA"). Blakely Decl., ¶ 9, Exh. B. On June 14, 2024, Plaintiff Guzman filed a First Amended Class and Representative Action Complaint ("FAC") to add a cause of action for civil penalties under the Private Attorneys General Act ("PAGA"). *Id.*, at ¶ 9.

On April 19, 2024, Plaintiff Raglin filed a wage and hour class action complaint against Home Express in the matter entitled *Vincent Raglin Jr. v. Home Express Delivery Service, LLC*, Los Angeles Superior Court Case No. 24STCV09992 (the "*Raglin* Class Action"). *Id.* On April 9, 2024, Plaintiff Raglin sent his PAGA notification letter to the Labor & Workforce Development Agency ("LWDA"). Blakely Decl., ¶ 9. On June 24, 2024, Plaintiff Raglin filed a representative action complaint seeking PAGA penalties against Home Express in the matter entitled *Vincent Raglin Jr. v. Home Express Delivery Service, LLC*, Los Angeles Superior Court Case No. 24STCV15753 (the "*Raglin* PAGA Action"). *Id*. On July 18, 2024, Plaintiff Aguayo filed a wage and hour class action complaint against Home Express in the matter entitled *Marco Aguayo v. Home Express Delivery Service, LLC*, Los Angeles Superior Court Case No. 24STCV18087 (the "*Aguayo* Action"). *Id.* On October 14, 2024, Plaintiff Najera filed a wage and hour class action complaint against Home Express in the matter entitled *Jorge Najera v. Home Express Delivery Service, LLC*, San Diego Superior Court Case No. 24CL017121C (the "*Najera* Action"). *Id.* On April 3, 2025, Plaintiff Robinson filed a wage and hour class action complaint against Home Express in the matter entitled *Andrew William Robinson v. Home Express Delivery Service, LLC*, Alameda Superior Court Case No. 25STCV117576 (the "*Robinson* Action"). *Id.*

On December 20, 2024, Home Express filed motions to compel arbitration in the *Guzman*

Action, *Aguayo* Action, and *Raglin* PAGA Action.[3] Blakely Decl., ¶ 10. Plaintiffs Guzman, Aguayo, and Raglin opposed the motion, which was fully briefed and ultimately set for hearing on November 24, 2025. *Id*.

On October 24, 2025, before Home Express's motion to compel arbitration was heard, the Parties in the Actions attended a full-day mediation with Steven G. Mehta, Esq., an experienced wage and hour class action mediator, in an effort to resolve all of the above-mentioned actions. Blakely Decl., ¶ 12. During mediation, the Parties vigorously debated their legal positions, the likelihood of Plaintiffs successfully defeating Home Express' Motions to Compel Arbitration, and the legal bases for the claims and defenses. *Id.* With the assistance of Mr. Mehta, the Parties were able to reach a tentative class-wide settlement of the Actions. *Id*. As part of the settlement, the Parties agreed for Plaintiffs to file a Second Amended Class and Representative Action Complaint ("SAC") in this Action to add Plaintiffs Vincent Raglin, Marco Aguayo, Andrew William Robinson, John Gomez, and Jorge Najera as named plaintiffs and class representatives, and to add additional claims and causes of action. *Id*. The SAC was filed in this Action on March 9, 2026. *Id*.

B. PLAINTIFFS' CLAIMS AND HOME EXPRESS'S DEFENSES

1. Arbitration Agreements

As an initial matter, Home Express asserts that nearly all Class Members signed valid and enforceable arbitration agreements with class action waivers. Blakely Decl., ¶ 15. Setting aside any arguments as to the merits of Plaintiffs' claims, Home Express contends that absent settlement, a class-wide recovery was not possible and that only PAGA civil penalties could potentially be recovered on behalf of a subset of the Class Members. *Id*. As such, Home Express contends that absent its agreement to not raise the arbitration agreements as an affirmative defense, any recovery to the Class Members would be limited to only the employees' potential 25% share of PAGA civil penalties. *Id.* As indicated above, Home Express' Motions to Compel Arbitration were fully briefed at the time of the Parties' mediation. *Id*.

[3] The Court in the *Raglin* Class Action previously ordered that Plaintiff Raglin's class claims be dismissed and his individual claims be compelled to arbitration. Blakely Decl., ¶ 10.

2. **Meal Period Violations**

Plaintiffs allege that Home Express failed to provide them and other non-exempt employees legally compliant first and second meal periods such that meal periods were regularly missed, late (commencing after the fifth hour of work, or tenth hour of work for shifts longer than ten hours), short (less than 30 minutes), and missed entirely. Blakely Decl., ¶ 16. Specifically, Plaintiffs allege that due to work demands imposed by Home Express, Plaintiffs and other non-exempt employees were regularly not provided with a first meal period prior to the conclusion of their fifth hour of work. *Id.* As Plaintiffs report, they recorded start and end times for their shifts on a timeclock at the Home Express warehouse at the beginning and end of each shift. *Id.* However, for meal periods, Technicians and Master Technicians, including Plaintiffs, did not record their meal periods contemporaneously; instead, due to work demands, they did not actually receive meal periods but were still required, at the end of each day, to record compliant "synthetic" meal periods, whether or not they actually took their meals. *Id.* Additionally, Plaintiffs allege that Home Express failed to provide Plaintiffs and other non-exempt employees with second meal periods on shifts over 10.0 hours, and similarly required them to record false, synthetic second meal periods to hide this fact. *Id.* Plaintiffs also allege that, on those occasions when Plaintiffs and other non-exempt employees were not provided all legally required meal periods, Home Express failed to compensate them with the proper meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. *Id.*

Home Express counters that it has always maintained compliant written meal period policies/practices throughout the Class Period and provided compliant meal periods in line with those policies. Blakely Decl., ¶ 16. Home Express further argues that it provided employees the opportunity to take meal periods and is not required to ensure they are taken. *Id.*; *see Brinker Rest. Corp. v. Sup. Ct.*, 53 Cal.4th 1004, 1034 (2012) (rejecting "ensure" standard). Thus, Home Express argues that any missed, late or short meal periods resulted from lawful employee waiver or choice rather than any policy and/or practice of Home Express. Blakely Decl., ¶ 16. Home Express further points to employee timekeeping records, which show a high compliance rate with respect to the provision of meal periods and that for any non-compliant breaks employees were automatically provided a meal period premium. *Id*. Finally, Home Express 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*.

3. <u>Unpaid Wages Due to Failure to Provide Meal Periods</u>

Plaintiffs contend that Home Express's unlawful meal period policies/practices also resulted in unpaid wages as Home Express required its non-exempt employees to record thirty (30) minutes for purported off-duty meal periods despite the fact that employees regularly worked through these unpaid 30-minute meal periods. Blakely Decl., ¶ 17. Plaintiffs report that they and other non-exempt employees were told by supervisors to clock in and out for their meal periods using a timekeeping app on their cell phones, whether or not the employees were actually able to take their meal periods. *Id*. Due to the work demands imposed by Home Express's daily delivery schedules, which ensured that Plaintiffs were on a delivery or with a customer throughout the day, Plaintiffs contend they were regularly prevented from taking 30-minute off-duty first meal periods. *Id*.

Home Express counters that its timekeeping policies/practices complied with California law and that it has always properly compensated Class Members for all hours worked throughout the Class Period. Blakely Decl., ¶ 17. As indicated above, Home Express argues that it has provided compliant meal periods throughout the Class Period and that Home Express' policies expressly preclude work during off-duty meal periods. *Id.* Home Express also argues that employees were required to accurately record their hours worked through written time sheets, including the start and end of their meal periods, and that Home Express paid putative class members for all hours recorded including any meal period premiums for non-compliant breaks. *Id*. Finally, Home Express asserts that Plaintiffs would be unable to certify this claim since its timekeeping policies/practices are facially neutral and individualized inquiries would be necessary as to whether employees were in fact underpaid for each workday in question, resulting in an unmanageable series of mini-trials. *Id.*

4. Rest Period Violations

Plaintiffs allege that Home Express failed to authorize and permit its non-exempt employees to take legally compliant rest periods due to the work demands imposed by Home Express's daily work schedules. Blakely Decl., ¶ 18. On those occasions when Plaintiffs were not authorized or permitted all legally required rest periods, Plaintiffs allege that Home Express failed to compensate Plaintiffs with the proper rest period premium at the proper regular rate of pay for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. *Id.*

Home Express counters that it maintained compliant written rest period policies throughout the Class Period and has always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice, rather than any Home Express policy and/or practice, but in any event, employees that raised concerns about missed rest breaks were paid a rest break premium. Blakely Decl., ¶ 18. Home Express also argues that Plaintiffs' rest period claim is not amenable to class treatment, since individual inquiries would be required to determine which Class Members 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, Home Express argues, given that rest periods are not recorded. *Id*.

5. Failure to Reimburse For Necessary Business Expenses

Plaintiffs allege that they and other employees were required to use their personal cellular phones to clock in and out on a timekeeping app and communicate with their coworkers and supervisors and were required to use their personal tools in the discharge of their duties but were not reimbursed for these necessary business expenses in violation of California Labor Code §§ 2802 and 2804. Blakely Decl., ¶ 19. In response, Home Express argues that employees were not required to use their personal cellular phones in the performance of their job duties and that Home Express provided its employees with all tools needed to perform their duties. *Id*. Home Express further contends that this claim would require individual inquiries into whether Class Members actually used their personal cellular phones or tools for work purposes, how much expense they incurred, whether they submitted a request for reimbursement, and the reasonableness of that expense, thus precluding class certification. *Id.*; *see also*, *e.g., Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 568 (2007) ("In calculating the reimbursement amount due under section 2802, the employer may consider not only the actual expenses that the employee incurred, but also whether each of those expenses was 'necessary,' which in turn depends on the reasonableness of the employee's choices").

6. Wage Statement Violations

As a result of the unpaid wages and unpaid meal and rest period premium wages described above, Plaintiffs allege that Home Express is liable for wage statement penalties. Blakely Decl., ¶ 20. Home Express 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 wage statement violations, as required by Labor Code § 226(e) for the imposition of penalties. *Id*. Home Express further contends its wage statements always accurately reflected hours worked and amounts paid as well as all other required information, precluding liability for wage statement penalties under *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-37 (2018) (agreeing with employer's "commonsense position that the pay stubs were accurate in that they correctly reflected the hours worked and the pay received…The purpose of section 226 is to *document* the *paid wages* to ensure the employee is fully informed regarding the calculation of those wages") (Italics in original). Blakely Decl., ¶ 20.

7. Waiting Time Penalties

As a further result of the unpaid wages and unpaid meal and rest period premium wages described above, Plaintiffs allege that Home Express failed to comply with its final pay obligations set forth in Labor Code §§ 201-203. Blakely Decl., ¶ 21. Home Express argues that it possesses strong, good-faith defenses to Plaintiffs' underlying claims, thus precluding recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. *Id.*; *see also* 8 Cal. Code Regs. § 13520 ("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203 . . . A 'good faith' dispute that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part of the employee"). Home Express further asserts that Plaintiffs' waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. Blakely Decl., ¶ 21.

8. PAGA Civil Penalties

As a result of the foregoing Labor Code violations, Plaintiffs allege that Home Express is liable for civil penalties under the PAGA. Blakely Decl., ¶ 22. Since Plaintiffs' PAGA claim is derivative of Plaintiffs' underlying wage claims, Home Express asserts that the PAGA claim would fail with those claims. *Id.; See Price v. Starbucks Corp.*, 192 Cal.App.4th 1136, 1147 (2011) ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail"). Home Express further maintains that given its good-faith defenses, the Court would substantially reduce any PAGA penalties if it were to find Home Express liable for any of Plaintiffs' claims. Blakely Decl., ¶ 22; Lab. Code § 2699(e)(2) (authorizing reduction in PAGA penalties in court's discretion); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties); *Fleming v. Covidien, Inc.*, No. ED-CV-10-1487-RGK (OPx), 2011 WL 7563047 at *4 (C.D. Cal. 2011) (reducing PAGA penalties by over 82%); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA 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., ¶ 11. Home Express provided Plaintiffs with timekeeping and payroll records for a 20% sampling of the non-exempt employees during the Class Period. *Id*. Home Express also provided a number of relevant data points, including the total number of putative class members (as well as the size of the putative waiting time and wage statement classes), the putative class members' average hourly rate of pay, 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/wage statement period. *Id.* Home Express also provided its relevant written policies and employee handbooks used during the Class Period. *Id*. With the help of a retained expert, Plaintiffs conducted a comprehensive analysis and extrapolation of the data produced by Home Express to calculate Home Express's potential class-wide exposure for each of Plaintiffs' claims. *Id*. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiffs' claims, and Home Express' potential defenses. *Id*.

On October 24, 2025, the Parties participated in a full-day mediation with Steven G. Mehta, Esq., a well-respected wage and hour class action mediator. Blakely Decl., ¶ 12. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of Plaintiffs successfully defeating Home Express' Motions to Compel Arbitration, 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 all Parties. *Id*. During the months that followed, the Parties finalized the terms of the Settlement and executed the Class and PAGA Representative Settlement Agreement and Release of Claims now before the court. *Id*.

III. <u>THE PROPOSED SETTLEMENT</u>

A. <u>ESSENTIAL TERMS OF THE SETTLEMENT</u>

Under the Settlement, Home Express will pay a <u>non-reversionary</u> Gross Settlement Amount ("GSA") of $1,500,000.00. *See* Settlement, ¶ 52(a). No Class Member will need to file a claim form as each Class Member will automatically receive an Individual Settlement Payment unless he or she affirmatively opts out. *Id*., at ¶ 53. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount ("GSA"):		$1,500,000.00
• Minus Court-approved attorneys' fees:		$525,000.00
• Minus Court-approved verified costs (up to):		$60,000.00
• Minus Court-approved Service Payments:		$45,000.00
• Minus amount set aside as PAGA penalties:		$50,000.00
• Minus estimated Settlement Administration costs:		$30,000.00
Net Settlement Amount ("NSA"):	at least	$790,000.00

1. <u>The Settlement Provides for Reasonable Monetary Payments</u>

After deducting the requested Service Payments to Plaintiffs, the amount set aside as

PAGA civil penalties, settlement administration costs, and requested attorneys' fees and costs, Home Express will pay a Net Settlement Amount ("NSA") of at least $790,000.00 to all Class Members who do not timely opt out. *See* Settlement, ¶¶ 52(a), (c), (f)-(i). The NSA shall be distributed to all participating Class Members as follows: the Net Settlement Amount will be divided by the aggregate total number of Weeks Worked, resulting in the "Week Value." *See* Settlement, ¶ 52(d). Each Participating Class Member's Individual Settlement Payment will be calculated by multiplying his or her total number of Weeks Worked during the Class Period by the Week Value. *Id.*, at ¶ 52(d). In addition to the NSA, each Class Member who was employed by Home Express at any time from June 10, 2023 through December 24, 2025 (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 25% of the Fifty Thousand Dollars and Zero Cents ($50,000.00) of the GSA that has been designated as the PAGA Penalties to be distributed to Aggrieved Employees proportionate to the number of pay periods worked during the PAGA Period. *Id.*, at ¶ 52(i).

According to Home Express, there are approximately 2,991 Class Members. Blakely Decl., ¶ 14. Thus, the average Individual Settlement Payment from the NSA is estimated to be approximately $ 264.12. *Id.* Further, there are approximately 2,991 Aggrieved Employees who worked during the PAGA Period. *Id*. Therefore, the average payment from the PAGA Amount is estimated to be approximately $4.18, representing 25% of the civil penalties payable to Aggrieved Employees. *Id.*

Class Members will have sixty (60) calendar days from the mailing to opt-out or object, thereby providing ample time to review the Class Notice without unduly delaying the Settlement. Settlement, ¶¶ 20; 67(a), (d), (g). Class Members who do not opt out will be bound by the Settlement and will be bound by its terms and will release all claims against Home Express included within the Settlement. *Id.*, ¶ 67(c).

2. <u>Attorneys' Fees and Costs, Service Payments, and PAGA Payment</u>

Plaintiffs will apply for Class Representative Service Payments at final approval in the amount of $7,500.00 for each Plaintiff for their service to the Settlement Class. Blakely Decl., ¶

26; s*ee also* Settlement, ¶ 52(f). “[I]ncentive awards 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 Service 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 named plaintiffs in this case, and the fact that Plaintiffs agreed to a general release of all claims subject to a waiver of Civil Code § 1542. *See* Settlement, ¶¶ 52(f); Blakely Decl., ¶ 26; *see also* Guzman Decl.; Raglin Decl.; Aguayo Decl.; Najera Decl.; Robinson Decl.; Gomez Decl.

At final approval, Plaintiffs’ counsel will request an attorneys’ fees award of thirty-five percent (35%) of the GSA, which is currently estimated to be $525,000.00, and up to $60,000 in verified litigation costs. Blakely Decl., ¶ 25; *see also* Settlement, ¶ 52(g). Plaintiffs submit the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis. Class Counsel has incurred substantial attorneys’ fees conducting pre-filing investigation, analyzing Plaintiffs’ claims, conducting legal research, opposing Home Express’ motion to compel arbitration, conducting extensive informal discovery, analyzing Class Members’ timekeeping and payroll records, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Class and Representative Action Settlement Agreement and Release, preparing this Motion, and otherwise litigating the case. Blakely Decl., ¶ 25. Counsel anticipates incurring additional fees in appearing at the hearing on this Motion, supervising the Notice process, and preparing the Final Approval motion and appearing at the Final Approval Hearing. *Id*.

California courts recognize an appropriate method for awarding attorneys’ fees in class actions is to award a percentage of the “common fund” created as a result of a settlement. *See e.g., Laffitte v. Robert Half Int’l, Inc.,* 1 Cal.5th 480, 506 (2016) (holding “the percentage of fund method survives in California class action cases"). Class Counsel's request for fees of 35% of the GSA is well within the range of reasonableness and indeed is considered the typical rate for common fund settlements. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. *See* 4 Newberg on Class Actions § 14.6 (4th Ed. 2013).

Class Counsel submit their request for attorneys' fees is reasonable when viewed as an overall percentage of the Settlement and in light of the substantial risks and significant work undertaken, the results obtained, and the duration of this litigation. Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees and verified costs upon seeking final approval.

Additionally, the parties have agreed to designate $50,000 of the GSA as PAGA civil penalties, of which $37,500 (75%) will be paid to the LWDA, with the remaining $12,500 (25%) for distribution to the Settlement Class, as the PAGA requires such penalties to be allocated per Labor Code § 2699(i). *See* Settlement, ¶ 52(i). Plaintiffs submit this allocation to the LWDA for PAGA civil 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

Rule of Court 3.769 conditions settlement of a class action on court approval, which is generally evaluated under the federal standards under Fed. R. Civ. Proc. Rule 23. *Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012) (Rule of Court 3.769 requires court to determine "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 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. *In re Syncor ERISA*

Litig., 516 F.3d 1095, 1101 (9th Cir. 2008). The court's role in evaluating a settlement is limited to ensuring the agreement, as a whole, is fair and within the range of reasonableness. *Hanlon,* 150 F.3d at 1027. There is an initial presumption of fairness when, as here, a settlement was negotiated at arm's length by experienced class counsel, with the assistance of an experienced mediator. *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

1. <u>Standard for Preliminary Approval</u>

To make a fairness determination, a court should consider several factors, including: "the strength of Plaintiff's 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 experience and views of counsel." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). "The list of factors is not exclusive, and the Court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 245 (2001). As discussed below, the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this case.

a. <u>The Strength of Plaintiffs' Case</u>

Although they steadfastly maintain their claims are meritorious, Plaintiffs acknowledge there were substantial risks and uncertainty in proceeding with class certification and eventual trial on the merits. As described above, Home Express presented multiple defenses to Plaintiffs' claims, both on the merits and with respect to class certification. While Plaintiffs were prepared to litigate their claims through class certification and ultimately trial, success was far from certain.

b. <u>Risk, Expense, Complexity, and Duration of Further Litigation</u>

Although the Parties engaged in significant informal discovery prior to mediation, the Parties still had significant formal discovery to complete had the matter not been settled. Blakely Decl., ¶ 24. This would have required the expenditure of substantial time and resources by both Parties that would have very likely spanned several years. *Id*. Even if Plaintiffs were to certify the proposed classes, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. *Id.* This Settlement avoids those risks and the accompanying expense. *Id.*

c. Risk of Maintaining Class Action Status

Plaintiffs have not yet filed their motion for class certification, and as such, the extent to which Plaintiffs' proposed classes were certifiable is somewhat speculative. Due to the fact that Plaintiffs and the Settlement Class were subject to arbitration agreements with class action waivers, it is likely that absent settlement, there would not be a certified class at the time of trial. 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. Plaintiffs conducted an analysis of underpaid wages due to Home Express' alleged unlawful timekeeping policies/practices, potential meal and rest period premium payments owing, unreimbursed business expenses, wage statement penalties, waiting time penalties, and PAGA civil penalties. A summary of the results of Plaintiffs' exposure analysis is discussed below:

Meal Period Violations: **$508,198**

Plaintiffs allege that Home Express failed to provide all compliant first and second meal periods to its non-exempt employees. Blakely Decl., ¶ 16. Plaintiffs estimate that employees were not permitted to enter their accurate timekeeping on approximately 45% of the 522,258 shifts with an eligible first meal period, totaling 235,016 first meal period violations. *Id*. Accordingly, Plaintiffs calculate first meal period violations for employees who were not permitted to enter their own time entries at approximately $6,352,482 (235,016 first meal period violations * $27.03 average premium). *Id*.

However, as noted above, Home Express argues that they maintained compliant meal period policies throughout the Class Period and under *Brinker* it is only required to provide employees the opportunity to take meal periods, not ensure that they are taken. Blakely Decl., ¶ 16; *see Brinker, supra*, 53 Cal.4th at 1034 (rejecting "ensure" standard). Furthermore, Home Express argues that Plaintiffs' meal period claim is not suited for class treatment, as individual inquiries would be needed as to which employees took non-compliant meal periods or missed meal periods, how many meal periods were non-compliant or missed, and why a particular employee did not a take compliant meal period on a particular shift, and whether that particular employee was already provided a meal period premium. Blakely Decl., ¶ 16. Based on these defenses, Plaintiffs discounted the maximum amount recovery by 80% for risk of non-certification and potential inability to proceed on a class-wide basis due to the arbitration agreements, and an additional 60% for risk of losing on the merits or failing to recover the full amount sought, to arrive at an estimated exposure of approximately $508,198. *Id*.

Unpaid Wages: **$222,337**

Plaintiffs allege that Home Express failed to pay all wages due to its unlawful meal period and timekeeping policies/practices that resulted in non-exempt employees being forced to work through their meal periods and record false, synthetic meal periods while having that time deducted from their hours worked. Blakely Decl., ¶ 17. Accordingly, Plaintiffs calculated Home Express's maximum exposure for this theory of liability at approximately $3,176,241 (235,016 synthetic meals * 0.5 hour * $27.03 average rate of pay). *Id*.

However, Home Express contends that its meal period and timekeeping policies/practices complied with California law and that Home Express compensated Class Members for all hours worked throughout the Class Period. Blakely Decl., ¶ 17. Home Express further argues that Plaintiffs would be unable to certify this claim since its timekeeping policies/practices are facially neutral and individualized inquiries would be necessary as to whether employees were in fact underpaid for each workday in question, resulting in an unmanageable series of mini-trials. *Id*. Based on these defenses, Plaintiffs discounted the maximum exposure by 80% for risk of non-certification and potential inability to proceed on a class-wide basis due to the arbitration agreements and an additional 65% for risk of losing on the merits or failing to recover the full amount sought, to arrive at an estimated exposure of approximately $222,337. *Id*.

Rest Period Violations: **$228,359**

Plaintiffs estimate that employees were not authorized and permitted to take all legally compliant rest periods during the Class Period. Blakely Decl., ¶ 18. Plaintiffs estimate that Class Members were not authorized and permitted all legally compliant rest periods on approximately

50% of all shifts. *Id*. As such, Plaintiff calculates Home Express's maximum exposure for rest period violations at $7,611,972 (281,612 shifts * $27.03 average hourly rate). *Id*.

However, as discussed above, Home Express argues that it always maintained and enforced lawful rest period policies and practices throughout the Class Period. Blakely Decl., ¶ 18. Home Express also maintains that any failure to take rest periods was the result of employee choice, and that they are not required to police rest periods. *Id*. Finally, Home Express argues that Plaintiffs' rest period claim is not amenable to class treatment as individualized inquiries would be required to determine which employees failed to take rest periods, the reasons why each employee failed to take a rest period on a particular shift, and whether each employee was paid a rest break premium. *Id*. These considerations are particularly present with respect to rest periods, Home Express argues, as rest periods are not, and need not be, recorded. *Id*. In light of these defenses, Plaintiffs assessed an 85% for risk of non-certification and potential inability to proceed on a class-wide basis due to the arbitration agreements, and an additional 80% for risk of losing on the merits or failing to recover the full amount sought, to arrive at an estimated exposure of approximately $228,359. *Id*.

<u>Wage Statement Penalties</u>: **$268,930**

Plaintiffs allege that Home Express is liable for wage statement penalties as a result of the unpaid wages and unpaid meal and rest period premiums. Blakely Decl., ¶ 20. 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 2,991 unique employees and approximately 68,728 pay periods worked during the liability period applicable to Plaintiffs' wage statement claim. Blakely Decl., ¶ 20. The maximum possible exposure for all Class Members is calculated at approximately $6,723,250 ([2,991 "initial" violations * $50] + [65,737 "subsequent" violations * $100]). *Id*.

In light of Home Express's arguments that no violations occurred, that employees suffered no "injury," that any alleged violations were not "knowing and intentional," that the wage statements always accurately reflected hours worked and amounts paid to employees, as well as risks associated with Plaintiffs' underlying claims discussed above, Plaintiffs discounted the maximum exposure by 80% for risk of non-certification and potential inability to proceed on a class-wide basis due to the arbitration agreements, and an additional 80% for risk of losing on the merits or failing to recover the full amount sought, to arrive at an estimated exposure of approximately $268,390. Blakely Decl., ¶ 20.

<u>Unreimbursed Business Expenses</u>: **$10,078**

Plaintiffs allege that Home Express failed to reimburse him and other putative class members for all reasonable and necessary work expenditures, including the use of personal cellular phones. Blakely Decl., ¶ 19. Plaintiffs estimate Home Express's maximum liability for its failure to reimburse employees for usage of their personal cellular phones at approximately $167,970 (33,594 aggregate months * $5.00 per month in expenditures). *Id*.

As noted above, Home Express maintains that Settlement Class members were not required to use their personal cellular phones or tools as part of their job. Blakely Decl., ¶ 19. Home Express further argues that this claim would require individual inquiries into whether Class Members actually used their personal phones or tools for work purposes, how much expense they incurred, whether they submitted a request for reimbursement, and the reasonableness of that expense, thus precluding class certification. *Id*. Based on these defenses, Plaintiffs discounted the maximum exposure by 80% for risk of non-certification and potential inability to proceed on a class-wide basis due to the arbitration agreements and an additional 70% for risk of losing on the merits or failing to recover the full amount sought, to arrive at an estimated exposure of approximately $10,078. *Id*.

<u>Waiting Time Penalties</u>: **$270,751**

Based on data produced by Home Express, there are approximately 1,855 Class Members who separated their employment from Home Express and are therefore eligible for waiting time penalties. Blakely Decl., ¶ 21. Plaintiffs estimated an average waiting time penalty of approximately $6,487 ($27.03 /hr. average hourly rate * 8 hrs. * 30 days), and calculated Home Express's maximum waiting time penalty exposure at approximately $12,033,385 (1,855 former employees * $6,487 average waiting time penalty). *Id.*

However, Home Express asserts that it has strong, good-faith defenses to Plaintiffs' underlying claims and thus, even if Plaintiffs were able to recover on their underlying claims, they would not be able to recover waiting time penalties. Blakely Decl., ¶ 21. Moreover, Plaintiffs would need to overcome Home Express's defenses, both as to class certification and as to the merits, to their underlying claims. *Id*. Home Express also argues that Plaintiffs' waiting time exposure is grossly inflated as not every former employee experienced a Labor Code violation. *Id*. Based on these defenses, Based on these defenses, Plaintiffs discounted the maximum exposure by 85% for risk of non-certification and potential inability to proceed on a class-wide basis due to the arbitration agreements and an additional 85% for risk of losing on the merits or failing to recover the full amount sought, to arrive at an estimated exposure of approximately $270,751. *Id*.

<u>PAGA Civil Penalties</u>: **$154,638**

Plaintiffs estimated a maximum PAGA exposure of $6,872,800 (approximately 68,728 pay periods during PAGA Period * $100 "initial" violation rate). Blakely Decl., ¶ 22; *Amaral v. Cintas Corp.,* 163 Cal.App.4th 1157, 1209 (finding "initial" violation rate applies until employer is notified that it is violating a Labor Code provision). However, these penalties derive from Plaintiffs' underlying claims, each of which Home Express vigorously disputes. Blakely Decl., ¶ 22. The PAGA also grants trial courts discretion to reduce PAGA civil penalties (Lab. Code § 2699(e)(2)), and Home Express argued the Court would reduce penalties significantly given its good-faith defenses. *Id*. Thus, Plaintiffs discounted the maximum figure by 85% for risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and by an additional 85% for risk of the Court reducing penalties, for an estimated exposure of approximately $154,638. *Id.*; *see also Fleming*, 2011 WL 7563047 at *4 (reducing PAGA civil penalties by over 82%); *Carrington*, 30 Cal.App.5th at 529 (affirming PAGA civil penalty of just $5 per pay period).

Using these figures, Plaintiffs estimated the realistic total recovery for the Settlement Class would be approximately $1,663,291. Blakely Decl., ¶ 23. The proposed $1,500,000 Gross Settlement Amount represents approximately 90% of Plaintiffs' reasonably forecasted recovery. *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 Pac. Enter. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Here, Plaintiffs are represented by competent counsel with extensive experience litigating wage and hour class actions from both the plaintiff and defense side and have been appointed class counsel in numerous cases with similar claims. *See* Blakely Decl., ¶¶ 2-6; Declaration of Paul K. Haines, ¶¶ 2-8; Declaration of Trishta Dordi ("Dordi Decl.") ¶¶ 6-11; Declaration of David D. Bibiyan ("Bibiyan Decl.") ¶¶ 3-12; Declaration of Nicholas J. Ferraro ("Ferraro Decl.") ¶¶ 4, 10-21, Exhibit 2.

2. The Preliminary Approval Standard Is Met

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* 4 *Newberg on Class Actions*, § 11:24-25 (4th Ed. 2013).

a. The Settlement Is Within the Range of Possible Approval

The Settlement reflects approximately 90% of the estimated recovery the Settlement Class could realistically expect in light of the significant litigation risks, and will provide tangible, monetary compensation for hotly disputed wage 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* (9th Cir. 2000) 213 F.3d 454, 459 (approving settlement representing about one-sixth of potential recovery); *Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 527 ("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"). Plaintiffs submit the Settlement is well within the range of possible approval, such that notice should be provided to the Settlement Class. The Court will have the opportunity to again assess the reasonableness of the Settlement after the Class Members have had the opportunity to opt-out or object.

b. <u>The Settlement Resulted from Serious, Informed Negotiations</u>

The Settlement resulted from extensive informal discovery and a full-day mediation. Thus, it is entitled to a presumption of fairness. *Kullar*, 168 Cal.App.4th at 130. Plaintiffs carefully vetted the claims at issue and conducted detailed data analyses with the help of a retained expert to arrive at estimated potential damages. Blakely Decl., ¶¶ 16-23. The Parties then worked collaboratively in the following months to finalize the Settlement. *Id.*, at ¶ 12. This factor thus supports preliminary approval.

c. <u>The Settlement Is Devoid of Obvious Deficiencies</u>

The Settlement contains no obvious deficiencies. The Settlement will provide tangible monetary relief to Class Members. The amounts proposed for attorneys' fees, costs, settlement administration costs, PAGA civil penalties, and Service Payments are all reasonable. Because the Settlement is devoid of obvious deficiencies, this factor supports preliminary approval.

B. <u>THE COURT SHOULD CERTIFY THE PROPOSED CLASS</u>

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

1. <u>The Proposed Class Is Ascertainable and Numerous</u>

A class is "ascertainable" where members "may be readily identified without unreasonable expense or time by reference to…[business] records." *Sevidal v. Target*, 189 Cal.App.4th 905, 919 (2010). Here, the Settlement Class includes all non-exempt employees who worked for Home Express in California during the Class Period. *See* Settlement, ¶ 39. Therefore, Class Members can be identified from Home Express's personnel and employment records. Based on information provided by Home Express, the Settlement Class consists of approximately 2,991 current and former non-exempt, hourly employees. *See* Blakely Decl., ¶ 14. It would therefore be impracticable to bring all Class Members before the Court, or for each Class Member to bring an individual lawsuit. The proposed Settlement Class therefore satisfies numerosity. *See, e.g.,* *Bowles v. Sup. Ct.*, 44 Cal.2d 574 (1955) (holding a class representing 10 beneficiaries of a trust sufficiently numerous).

2. Common Issues of Law and Fact Predominate for Settlement Purposes

The focus on certification is what types of questions, "common or individual," are likely to arise. *Sav-On Drug Store, Inc. v. Sup. Ct.*, 34 Cal.4th 319, 327 (2004). Plaintiffs' claims are predicated primarily on Home Express's alleged unlawful timekeeping policies/practices and unlawful meal and rest period policies/practices. These claims are commonly held proper for class certification. *See, e.g., Benton v. Telecom Network Specialists, Inc.*, 220 Cal.App.4th 701 (2013) (certifying meal and rest period claims).

3. The Claims of the Named Plaintiffs Are Typical

Typicality is satisfied where a class representative's claims are typical of those of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.,* 191 Cal.App.3d 1341, 1347 (1987). Here, Plaintiffs' claims are typical of the Settlement Class. First, Plaintiffs worked in California for Home Express as non-exempt, hourly employees during the Class Periods, and Plaintiffs were subject to Home Express's wage and hour policies/practices at issue in this case. *See* generally, Plaintiffs' declarations. Second, Plaintiffs were injured by the same challenged policies/practices that allegedly injured the Settlement Class as a whole. For example, Plaintiffs assert that they were deprived of wages for all hours worked and contend that they were deprived of all legally-compliant meal and rest periods. *Id*. Plaintiffs further assert that they were not reimbursed for all necessary business expenses, did not receive accurate and compliant wage statements and did not receive all wages at the time of separation of employment. *Id*. Because Plaintiffs have suffered the same injuries as the other members of the Settlement Class, the typicality requirement is satisfied.

4. Plaintiffs and Their Counsel Will Adequately Represent the Class

The adequacy requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *See Capital People First v. State Dept. of Developmental Services* 155 Cal.App.4th 676, 697 (2007). Plaintiffs and their counsel will adequately represent the Settlement Class, as there are no conflicts between Plaintiffs and the proposed Settlement Class, and Plaintiffs possess claims that are in line with those of the Settlement Class. *See McGhee v. Bank of America*, 60 Cal.App.3d 442, 450-51 (1976) (adequacy satisfied where there was no indication that Class Counsel were not qualified and the named plaintiff had no interests antagonistic to those of the proposed class). Class Counsel also have extensive experience in wage and hour class action litigation. *See* Blakely Decl., ¶¶ 2-6; Declaration of Paul K. Haines, ¶¶ 2-8; Dordi Decl., ¶¶ 6-11; Bibiyan Decl., ¶¶ 3-12; Ferraro Decl., ¶¶ 4, 10-21, Exhibit 2.

C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE

The Court should order distribution of the proposed Notice by U.S. Mail, in English with a Spanish translation, using last known mailing addresses provided by Home Express. *See* Settlement, ¶ 64. This is the "best notice practicable" under the circumstances because it provides "individual notice to all members who can be identified through reasonable effort." *Eisen v. Carlisle & Jacquelin,* 417 U.S. 156, 173 (1974). Plaintiffs propose the settlement be administered by Apex Class Action LLC ("Apex"), an experienced settlement administrator. *See* Declaration of Sean Hartranft ("Hartranft Decl.") and attached exhibits. Class Members' addresses will be ascertainable through Home Express's records, which Home Express will provide to Apex within twenty-one (21) calendar days of preliminary approval of the Settlement. *See* Settlement, ¶ 63. Apex will then run the names of all Settlement Class members through the National Change of Address database to update addresses. *Id*. Within fourteen (14) calendar days of receipt of the Class Members' addresses, Apex will mail the Class Notice to all Settlement Class members via First Class U.S. mail. *Id.*, at ¶ 64. To the extent that any notices are returned, Apex will perform a "skip trace" to track any Settlement Class member's current mailing address. *Id*., at ¶¶ 64-65.

The proposed Notice satisfies Cal. Rule of Court 3.766(d) because it advises Class Members of the basic contentions and denials of the parties, the key terms of the Settlement, the 60-day deadline to opt-out or object, the recovery formula, and advises they will be bound by the Settlement if they do not opt-out. *See* Blakely Decl., Exh. A-C to Exh. 1. The Notice also notifies Class Members of the final fairness hearing and provides Class Counsel's contact information. *Id.* The Notice satisfies Rule 3.766 as the most reliable and cost-effective method of reaching Settlement Class members.

D. THE COURT SHOULD SET A FINAL APPROVAL HEARING

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

V. CONCLUSION

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

Dated: July 15, 2026

Respectfully submitted,
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