

FRANK H. KIM, State Bar No. 264609
fkim@kim-legal.com
KIM LEGAL, APC
3435 Wilshire Blvd, Suite 2700
Los Angeles, CA 90010
Telephone: (323) 482-3300

HELEN U. KIM, State Bar No. 260195
helen@helenkimlaw.com
HELEN KIM LAW, APC
3435 Wilshire Blvd, Suite 2700
Los Angeles, CA 90010
Telephone: (323) 487-9151

Attorneys for Plaintiffs TALIAH LESLIE and
SHELBY GROCHOWSKI

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

TALIAH LESLIE, individually and on behalf
of other persons similarly situated; SHELBY
GROCHOWSKI, individually, on behalf of
other persons similarly situated, and in his
representative capacity,

Plaintiffs,

v.

YEEZY APPAREL LLC, a California limited
liability company; KANYE WEST, an
individual; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21STCV17190
[Hon. Jon R. Takasugi, Dept. 17]

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: June 11, 2025
Time: 8:30 AM
Dept.: 17 – Stanley Mosk Courthouse

Complaint Filed: May 6, 2021
FAC Filed: May 16, 2024
Trial Date: None Set

Reservation ID: 142858977265

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on June 11, 2025, at 8:30 AM in Department 17 of the above-entitled court, Plaintiffs Taliah Leslie and Shelby Grochowski ("Plaintiffs") will, and hereby do, move the Court for an Order of Final Approval of the Class Settlement in this case. Plaintiffs move the Court for an order:

1. Granting final approval of the settlement in the case pursuant to the Class Action and PAGA Settlement Agreement ("Agreement"), a copy of which is attached to the concurrently-filed Declaration of Frank H. Kim as Exhibit "1";

2. Affirming Kim Legal APC and Helen Kim Law, APC as Class Counsel;

3. Affirming Taliah Leslie and Shelby Grochowski as Class Representatives and awarding each of them an enhancement award of \$15,000.00;

4. Awarding ILYM Group, Inc. claims administration fees of \$6,500.00 for its services as Administrator; and,

5. Entering judgment.

This Motion will be made pursuant to Code of Civil Procedure section 382 and California Rule of Court, rule 3.769 on the grounds that the proposed Agreement is fair, adequate, reasonable, and in the best interest of the Class Members and the parties.

The Motion will be based on this Notice of Motion, the attached Memorandum of Points and Authorities, the Declarations of Frank H. Kim, Helen U. Kim, Taliah Leslie, Garvin Brown of ILYM Group, Inc., all other papers and records on file in this action, and on such oral and documentary evidence as may be presented at the hearing on this Motion.

DATED: May 15, 2025

KIM LEGAL, APC

By: /s/ Frank H. Kim

Frank H. Kim
Attorneys for Plaintiffs Taliah Leslie, Shelby
Grochowski and the Proposed Class

TABLE OF CONTENTS

I.	INTRODUCTION	6
II.	FACTUAL BACKGROUND.....	6
	A. Litigation Overview and Procedural History	6
	B. Litigation First Attempt at Private Mediation.....	7
	C. Second Mediation and Settlement	7
	D. Preliminary Approval	8
III.	THE PRELIMINARILY APPROVED SETTLEMENT	8
	A. The Settlement Class	8
	B. The Aggrieved Employees.....	9
	C. Gross Settlement Amount.....	9
	D. Individual Settlement Payments	10
	E. Class Notice	11
	F. Check Mailed Settlement – No Reversion.....	11
IV.	THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT	11
	1. The Settlement is Entitled to a Presumption of Fairness	12
	2. The Court Should Approve This Class Action Settlement Because it Satisfies Each of the <i>Kullar</i> Factors	13
	3. The Strength of Plaintiff’s Case.....	13
	a. The Risks Associated with the Misclassification Theory	13
	b. The Risks Associated with Overtime Claim	15
	c. The Risks Associated with Meal and Rest Break Claims	15
	d. The Risks Associated with the Reimbursement Claim	16
	e. The Risks Associated with the Inaccurate Wage Statement Claim.....	16
	f. The Risks Associated with the Untimely Payment and Waiting Time Penalty Claims.....	17
	g. The Risks Associated with the PAGA Claim.....	18
	h. The Risk, Expense, Complexity, and Likely Duration of Further Litigation	18
	i. The Risk Associated With a Potential <i>Pick-Up Stix</i> Campaign	18
	j. The Risk of Maintaining Class Action Status through Trial	19
	k. The Amount Offered in Settlement	19
	4. The Experience and Views of Counsel.....	21
	5. The PAGA Allocation is Reasonable	21

	6. The Class Payment Allocation Is Fair and Reasonable	22
V.	THE SERVICE AWARD TO THE NAMED PLAINTIFF	22
VI.	SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY.	24
VII.	CONCLUSION.....	24

TABLE OF AUTHORITIES

CASES

<i>Barnhill v. Robert Saunders & Co.</i> (1981) 125 Cal.App.3d 1, 7	16
<i>Brinker</i> , 53 Cal.4th at 1004.....	15
<i>Carrington v. Starbucks Corporation</i> (2018) 30 Cal.App.5th 504, 529	17
<i>Chindarah v. Pick Up Stix, Inc.</i> (2009), 171 Cal.App.4th 796	18
<i>Diaz v. Grill Concepts Services, Inc.</i> (2018) 23 Cal.App.5th 859	17
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794, 1801.....	11, 12
<i>Duran v. U.S. Bank National Assn.</i> , 59 Cal.4th 1, 31 (2014).....	15
<i>Glass v. UBS Financial Services, Inc.</i> , Case No. C-06-4068 MMC, 2007 WL 227862,	22
<i>Gonzalez v. San Gabriel Transit, Inc.</i> (2019) 40 Cal.App.5th 1131, 1157.....	13
<i>Huntington Mem'l Hosp. v. Superior Court</i> (2005) 131 Cal.App.4th 893, 90.....	14
<i>Ingram v. The Coca-Cola Company</i> , 200 F.R.D. 685, 694 (N.D. Ga 2001).....	22
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116, 128.....	12
<i>Mamika v. Barca</i> (1998) 68 Cal.App.4th 487, 492	16
<i>Moniz v. Adecco USA, Inc.</i>	21
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal. App. 4th 399, 409	12
<i>Officers for Justice v. Civil Service Comm'n</i> (9th Cir. 1982) 688 F.2d 615, 624–625, 629–630.....	21
<i>S.G. Borello & Sons, Inc. v. Department of Industrial Relations</i> (1989) 48 Cal.3d 341, 350.....	13
<i>See Marin v. Costco Wholesale Corp.</i> (2008) 169 Cal.App.4th 804, 807.....	14
<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F. Supp. 294, 299 (N.D. Cal. 1995).....	22

STATUTES

Cal. Code Regs. § 11120.....	16
California Assembly Bill 5	14
California Code of Civil Procedure § 1781(f).....	12
Code of Civil Procedure § 382.....	12
Labor Code § 203.....	18
Labor Code § 204.....	18
Labor Code § 226.....	18
Labor Code § 226.7(b)	16
Labor Code § 226.8.....	15, 22
Labor Code § 226(a)(2)	18
Labor Code § 226(a)(9)	18
Labor Code § 2699(e)(2)	19
Labor Code § 515(d)(2)	16
Labor Code 210.....	18
Labor Code section 512	16
Wage Order No. 12-2001, subd. 7	14

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Taliah Leslie and Shelby Grochowski (“Plaintiffs”) submit this Motion for Final
4 Approval of Class Settlement and requests that the Court:

5 1. Grant final approval of the settlement in this case pursuant to the Class Action and
6 PAGA Settlement Agreement (“Agreement”), a copy of which is attached to the concurrently-filed
7 Declaration of Frank H. Kim as Exhibit “1”;

8 2. Award attorneys’ fees and costs as detailed in the concurrently-filed Motion for
9 Attorneys’ Fees and Costs;

10 3. Award ILYM Group, Inc. claims administration fees of \$6,500.00 for its services as
11 Administrator;

12 4. Affirm named Plaintiffs Taliah Leslie and Shelby Grochowski as Class Representatives
13 and award a cumulative Class Representative payment of \$30,000.00; and

14 5. Enter judgment.

15 **II. FACTUAL BACKGROUND**

16 **A. Litigation Overview and Procedural History**

17 Plaintiffs were employed by Defendants Yeezy Apparel, LLC and Kanye West aka Ye
18 (“Defendants”). (Declaration of Frank H. Kim [“Kim Decl.”] ¶ 4.) On or about November 2019,
19 Defendants hired Plaintiff Leslie as an “Assistant Designer” and “Assistant Patternmaker.”
20 Plaintiffs allege that Defendants classified Plaintiff Leslie as an independent contractor when she
21 should have been classified as a non-exempt employee. Therefore, Plaintiff Leslie represents the
22 class of independent contractors who should have been classified as employees.

23 On or about November 2019, Defendants hired Plaintiff Grochowski as an “Assistant
24 Patternmaker and “Patternmaker.” (Kim Decl. ¶ 5.) Plaintiffs allege that Defendants classified
25 Plaintiff Grochowski a salaried employee when he should have been classified as a non-exempt
26 employee. (*Id.*) Therefore, Plaintiff Grochowski represents the class of salaried employees who
27 should have been classified as hourly employees.

1 On May 6, 2021, Plaintiff Leslie filed a PAGA representative action, against Defendants
2 in the Action for various Labor Code violations, including the failure to pay overtime wages,
3 minimum wages, meal and rest break premiums, willful misclassification, wage statement
4 violations, recordkeeping violations, and the failure to pay all wages upon the termination of
5 employment. (Kim Decl. ¶ 6.) On November 30, 2021, Plaintiff Leslie filed a First Amended
6 Complaint. (Kim Decl. ¶ 7).

7 **B. Litigation First Attempt at Private Mediation**

8 After the case was at issue, the Parties engaged in formal discovery. Shortly thereafter, the
9 parties agreed to private mediation with Steven J. Serratore, Esq. On October 6, 2022, the Parties
10 and their counsel participated in a full-day mediation before Steven J. Serratore, Esq. (Kim Decl.,
11 ¶ 8.) Plaintiffs' counsel had mediation data analyzed by an expert to prepare a damage model for
12 mediation. (Kim Decl. ¶ 9.) Despite efforts to resolve the matter, the Parties were unable to reach
13 a resolution at the mediation. (Kim Decl. ¶ 10.)

14 On November 2, 2022, Greenberg Traurig LLP, then counsel for Defendants, filed a motion
15 to withdraw as counsel, which Plaintiff did not oppose. (Kim Decl. ¶ 11.) On November 30, 2022,
16 the court granted Greenberg Traurig LLP's request to withdraw as counsel and set an order
17 to show cause for new counsel. (Kim Decl. ¶ 12.)

18 On February 24, 2023, Meservy Law, P.C. and Morello Law, P.C. filed a notice of
19 appearance for the Defendants. (Kim Decl. ¶ 13.)

20 **C. Second Mediation and Settlement**

21 In the following months, the Parties resumed their discussions regarding mediation and
22 agreed to mediate with Jonathan Andrews, Esq. from Signature Resolutions. (Kim Decl. ¶ 14.) On
23 October 25, 2023, the Parties and their counsel participated in a full-day mediation before Jonathan
24 Andrews, Esq. (Kim Decl. ¶ 15.) After the mediation concluded, the Parties ultimately agreed to
25 the final proposal made during the mediation. The Parties then drafted a long-form settlement
26 agreement based on the terms of the accepted proposal and executed the settlement agreement on
27 March 25, 2024. (Kim Decl. ¶ 16.) As part of the settlement agreement, the Parties agreed that
28

1 Plaintiffs would file a second amended complaint to add Shelby Grochowski as a class plaintiff
2 and allege class allegations for purposes of settlement. (Kim Decl. ¶ 17.) On May 16, 2024,
3 pursuant to stipulation and order, Plaintiffs filed their Second Amended Complaint. (*Id.*)

4 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged
5 in the Action, disputes the damages and penalties claimed by Plaintiffs, and further contends that,
6 for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or
7 representative action treatment. (Kim Decl. ¶ 18.) Defendants contend, among other things, that,
8 at all times, they have complied with the California Labor Code, and the Industrial Wage
9 Commission Orders. (*Id.*)

10 Based on their own independent investigation and evaluation, Class Counsel is of the
11 opinion that the Settlement Agreement with Defendants is fair, reasonable and adequate, and in
12 the best interest of the settlement classes in light of all known facts and circumstances, including
13 the risk of significant delay, defenses asserted by Defendants, uncertainties regarding a class and
14 representative action trial on the merits, and numerous potential appellate issues. (Kim Decl. ¶19.)
15 Although Defendants deny any liability, Defendants are agreeing to this Settlement Agreement
16 solely to avoid the cost of litigation. (Kim Decl. ¶20.) Accordingly, the Parties and their counsel
17 desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising
18 from or relating to the Action on the terms set forth here. (*Id.*)

19 **D. Preliminary Approval**

20 On January 9, 2025, the Court issued an Order preliminarily approving the settlement in
21 this case, approving the proposed Class Notice, ordering that the Administrator send notice to the
22 Class, and setting a date for the Final Approval and Fairness Hearing (Kim Decl. ¶ 21.)

23 **III. THE PRELIMINARILY APPROVED SETTLEMENT**

24 **A. The Settlement Class**

25 For purposes of the Settlement Agreement, the settlement class is defined as: "any and all
26 individuals who performed any work as Assistant Patternmakers, Patternmakers, Designers,
27 Assistant Designers, Sewers, Interns, and/or other similar job titles for Yeezy Apparel LLC and/or
28

Ye (formally known as Kanye West) in California, at any time during the Class Period, who have not already entered into general releases with the Released Parties.”. (“Settlement Class Members” or “Class Members”). (Kim Decl. ¶ 22; Settlement Agreement, Ex. 1 at § I, ¶ 5.)

B. The Aggrieved Employees

For purposes of the Settlement Agreement, the definition of the Aggrieved Employee is defined as: “any and all individuals who performed any work as Assistant Patternmakers, Patternmakers, Designers, Assistant Designers, Sewers, Interns, and/or other similar job titles for Yeezy Apparel LLC and/or Ye (formally known as Kanye West) in California, at any time during the PAGA Period..” from February 4, 2020, through the date the Court enters an order granting Preliminary Approval of this Agreement. (“Aggrieved Employee”) (Kim Decl. ¶ 23; Settlement Agreement, Ex. 1 at § I, ¶¶ 4, 32.)

C. Gross Settlement Amount

As detailed fully in the Settlement Agreement, the Settlement provides for Defendants to pay a Gross Settlement Amount of \$625,000.00, which includes the sum of the Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, Individual Class Payments, LWDA PAGA Payment, Individual PAGA Payments, and Administrator’s Expenses. (Kim Decl. ¶ 24; Ex. 1 at § I, ¶ 22.)

The Net Settlement Amount is the Gross Settlement Amount, less Court-approved Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (Kim Decl. ¶ 25; Ex. 1 at § I, ¶ 28.)

Plaintiff now requests final approval of the allocation of the Gross Settlement Amount to determine the Net Settlement Amount for distribution to the Class as follows:

Gross Settlement Amount	\$625,000.00
Less Class Representative Enhancement on behalf of similarly situated employees (Grochowski)	\$15,000.00
Less PAGA and Class Representative Enhancement on behalf of similarly situated independent contractors (Leslie)	\$15,000.00

Less Class Counsel Fees	\$208,312.50
Less Class Counsel's Litigation Expenses	\$25,000.00
Less PAGA Payment	\$75,000.00
	<i>(\$56,250 to the LWDA and \$18,750 to remain in the Net Settlement Fund for PAGA Settlement Group)</i>
<u>Less Administrator Costs</u>	<u>\$6,500.00</u>
Net Settlement Amount	\$280,188.00

D. Individual Settlement Payments

The Individual Class Payment amount of each Participating Class Member is an individualized amount that is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks (Ex. 1 at § 3, ¶ 2.4; see also Ex. A to the Settlement Agreement [Class Notice].)

The Individual PAGA Payment will also be paid on a pro-rata basis. An Individual PAGA Payment's distribution from the employees' share of the LWDA PAGA Payment will be based on (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$18,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (See Ex. 1 at § 3, ¶ 2.5.2.)

Twenty-five percent (25%) of the Gross Settlement Amount to each Participating Class Member shall be deemed payment for settlement of claims for wages (the "Wage Portion"). The Wage Portion is subject to payroll taxes and withholding and will be reported on an IRS Form W-2. (Ex. 1 at § 3, ¶ 2.4.1.) Seventy-five percent (75%) of the Gross Settlement Fund to each Participating Class Member will be allocated to settlement of claims for unreimbursed business expenses, interest and statutory penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to payroll taxes and withholdings and will be reported on an IRS Form 1099. (*Id.*) All Individual Settlement Payments to PAGA Settlement Group Members shall be allocated as 100% non-wage payment for civil penalties. (Ex. 1 at § 3 ¶ 2.5.2) The Settlement Agreement provides for a specific and detailed dispute process regarding Individual Settlement Payments. (See Ex. 1

1 at § 3, ¶ 8.6.)

2 Based on these calculations, the average potential net recovery is \$6,671.13 per Class
3 Member. (Declaration of Garvin Brown, (“Brown Decl.”) ¶ 17.)

4 **E. Class Notice**

5 The Court approved the proposed Class Notice and directed the mailing of the Notice by
6 first-class mail to Class Members in accordance with the proposed implementation schedule. (Kim
7 Decl. ¶ 26.) The procedures for giving notice to the Class Members, as set forth in the Agreement
8 and Plaintiffs’ Motion for Preliminary Approval and approved by the Court, have been fully and
9 properly carried out. (Brown Decl. ¶¶ 2-14.)

10 To date, ILYM Group, Inc. received zero (0) requests to be excluded (“opt-outs”) from the
11 proposed Agreement and zero (0) objections. (Brown Decl. ¶¶ 11-13.) Plaintiff will submit an
12 updated declaration from ILYM Group, Inc. prior to the hearing.

13 **F. Check Mailed Settlement – No Reversion**

14 The Parties agreed to, and the Court preliminary approved, a checks-mailed settlement
15 without the possibility of reversion of settlement funds to Defendants. Under the Agreement,
16 every Class Member will receive a settlement check and Class Members do not need to submit a
17 claim in order to receive a settlement check. Any funds that remain uncashed after the void date
18 shall be turned over by the Administrator, with information for each Class Member who failed to
19 timely cash his/her settlement check, to the State of California Controller’s Office Unclaimed
20 Property Fund. (Ex. 1 at ¶ 5.4.3.)

21 **IV. THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT**

22 Pursuant to California Code of Civil Procedure § 1781(f), “a class action shall not be
23 dismissed or compromised without the approval of the court, and notice of the proposed dismissal
24 or compromise shall be given to all members of the Class in such manner as the court directs”
25 In deciding whether to grant final approval to a proposed class action settlement under Code of
26 Civil Procedure § 382, the court’s overriding concern is whether the proposed settlement is “fair,
27 adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)
28

1 **1. The Settlement is Entitled to a Presumption of Fairness**

2 “A presumption of fairness exists where: (1) the settlement is reached through arm’s length
3 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
4 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
5 small.” (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) The proposed Settlement in the present case
6 meets all of the *Dunk* factors and is therefore entitled to a presumption of fairness.

7 As to the first *Dunk* factor, this settlement is the result of adversarial, non-collusive, and
8 arm’s-length negotiations overseen by an experienced mediator. All settlement discussions were
9 made by experienced and informed counsel, who believe that this settlement represents a favorable
10 resolution for the Class Members. (Kim Decl. ¶ 27.) The settlement negotiations have been, at all
11 times, adversarial and non-collusive, with the aid of a mediator, and no self-dealing or other type
12 of misconduct by either side has taken place. (Kim Decl. ¶ 28.)

13 Second, the Parties engaged in formal discovery that permitted Class Counsel to fairly
14 evaluate the strength of the case and the risks associated with ongoing litigation. Specifically,
15 Defendants produced all the relevant pay and time records for the class members prior to
16 mediation, and all applicable policy documents. (Kim Decl. ¶ 29.) Receipt of appropriate
17 discovery allowed Class Counsel to fairly evaluate the exposure and risks associated with each
18 claim alleged in the lawsuit. (Kim Decl. ¶ 30.)

19 Third, Class Counsel have significant experience in cases of this type, including several
20 years prosecuting wage, hour, and working condition violations. (Kim Decl. ¶ 31; Declaration of
21 Helen Kim, (“H. Kim Decl.”) ¶¶ 3-4 . Class Counsel is thus qualified to evaluate the class claims
22 and viability of the defenses. Class Counsel believes that the settlement is fair, reasonable,
23 adequate, and in the best interests of the class and that the average net recovery for each Class
24 Member of approximately \$6,671.13 and each PAGA member of approximately \$446.13 is
25 substantial given the risks inherent in litigation and the defenses asserted. (Kim Decl. ¶ 32.)

26 Finally, the fourth *Dunk* factor considers the percentage of objectors. To date, there were
27 zero (0) request to be excluded and no objectors. (Brown Decl. ¶¶ 11-13). As all of the *Dunk*
28 factors are satisfied, this settlement is entitled to a presumption of fairness.

1 **2. The Court Should Approve This Class Action Settlement Because it Satisfies**
2 **Each of the *Kullar* Factors**

3 The case of *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128, set forth
4 several factors that the Court should analyze in determining whether to approve a class action
5 settlement. These factors include: (1) the strength of plaintiff’s case; (2) the risk, expense,
6 complexity and likely duration of further litigation; (3) the risk of maintaining class action status
7 through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage
8 of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental
9 participant; and (8) the reaction of the class members to the proposed settlement.

10 In *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399,
11 409, the court clarified that a *Kullar* showing does not require the parties to submit the outer
12 reaches of maximum possible recovery without taking into account the actual risks of certification,
13 decertification, dispositive motions, and trial, so long as there is a record which allows “an
14 understanding of the amount that is in controversy and the realistic range of outcomes of the
15 litigation.” *Munoz*, 186 Cal. App. 4th at 409.

16 The proposed settlement satisfies each of these factors. Class Counsel conducted extensive
17 informal discovery before entering into meaningful settlement negotiations in this matter. (Kim
18 Decl. ¶33.) This discovery permitted Class Counsel to fairly evaluate the strength of the case and
19 the risks associated with ongoing litigation. (*Id.*) Class Counsel is experienced in handling wage
20 and hour class actions and, after weighing all of the following factors, supports this Agreement.
21 (Kim Decl. ¶ 34; H. Kim Decl. ¶ 2-4.)

22 **3. The Strength of Plaintiff’s Case**

23 **a. The Risks Associated with the Misclassification Theory**

24 Plaintiff’s recovery for their misclassification claim faces significant risks. First, Plaintiff
25 must establish misclassification under two standards: the standard set forth in *Dynamex Operations*
26 *W. v. Superior Court* (2018) 4 Cal.5th 903 and codified in California Assembly Bill 5 (“AB 5”)
27 (the “ABC test”), or the one set forth in *S.G. Borello & Sons, Inc. v. Department of Industrial*
28 *Relations* (1989) 48 Cal.3d 341, 350 (the “*Borello* multi-factor test”).

1 Since Plaintiff's allegations arise from work that occurred before January 1, 2020, the ABC
2 test would apply for Plaintiff's claims for violations of the Wage Order, which includes his claim
3 for unpaid overtime, meal and rest breaks, and itemized wage statements. (Kim Decl. ¶ 35.)
4 (*Gonzalez v. San Gabriel Transit, Inc.* (2019) 40 Cal.App.5th 1131, 1157; Wage Order No. 12-
5 2001, subd. 7 (requiring employers provide "itemized statement[s]" to workers), subd. 11 and 12
6 (regulating meal breaks and rest breaks for covered workers). Meanwhile, Plaintiff's claim for
7 waiting time penalties, which does not arise from the Wage Order, is governed by the *Borello*
8 common law employment test. The *Borello* test would also apply to Plaintiff's PAGA and UCL
9 claims to the extent they are derivative of the waiting time penalties claim.

10 The *Borello* multi-factor test is a more difficult test for Plaintiff than the ABC test, in large
11 part because it does not place the burden on the defendant to refute the presumption of an
12 employer-employee relationship and because no single factor controls. Accordingly, should the
13 Court determine that the *Borello* multi-factor test applies to Plaintiff and the Class, Plaintiff's
14 claims for misclassification would be subject to an even greater risk of failure.

15 There are specific risks to the Plaintiffs' largest civil penalties claim under Labor Code §
16 226.8. Recovery of civil penalties under Labor Code section 226.8 depends on a finding that an
17 employer engaged in "willful" misclassification of employees as independent contractors. Thus,
18 the risks to Plaintiffs' misclassification claim are twofold: first, there is a risk that the Court could
19 find that Defendants properly classified Plaintiffs and the Class Members as independent
20 contractors and deny recovery on this basis. If the Court were to do so, Plaintiffs would lose.
21 Second, if the Court found that Defendants did not *willfully* misclassify Plaintiffs and the Class
22 Members, it would eliminate the Plaintiffs' largest monetary remedy.

23 The Court could also determine that Defendants willfully misclassified Plaintiffs and the
24 class but did not engage in a pattern or practice of doing so. Plaintiffs contend Defendants engaged
25 in a willful pattern and practice of misclassifying the Class Members. However, Plaintiffs
26 recognize the significant risks outlined above. Accounting for such risks required a significant
27 reduction in Plaintiffs' initial demand. (Kim Decl. ¶ 36.)
28

1
2 **b. The Risks Associated with Overtime Claim**

3 Under state and federal law, overtime compensation is based on an employee's "regular
4 rate of pay." (*Huntington Mem'l Hosp. v. Superior Court* (2005) 131 Cal.App.4th 893, 902.) For
5 hourly employees, the regular rate is generally the employee's straight-time hourly rate.
6 (*Huntington, supra*, 131 Cal.App.4th at p. 905.) However, in any pay period where an hourly
7 employee earns other compensation in addition to hourly wages, the "regular rate" is computed by
8 dividing the employee's total compensation by the total hours worked in that period. (*See Marin*
9 *v. Costco Wholesale Corp.* (2008) 169 Cal.App.4th 804, 807.)

10 Plaintiffs allege that Defendants failed to pay overtime at the proper rate. (Kim Decl. ¶37.)
11 While this type of claim normally does not involve much risk, Defendants here argued that some
12 of the Class Members are exempt from the overtime requirements. (*Id.*) Plaintiffs dispute this but
13 had to acknowledge the risk posed by Defendants' argument. (*Id.*)

14 **c. The Risks Associated with Meal and Rest Break Claims**

15 Employers must pay one hour at the employee's "regular rate of compensation" as a
16 penalty when they fail to provide a thirty-minute uninterrupted meal period as required by Labor
17 Code section 512. (See Labor Code § 226.7(b).) They must also authorize and permit non-exempt
18 employees covered by the wage orders to take a 10-minute rest break every four hours of work or
19 major fraction thereof. (*Id.*; see also 8 Cal. Code Regs. § 11120.)

20 Plaintiffs claim that Defendants improperly failed to pay them premium wages as a result
21 of misclassifying them as independent contractors or exempt from overtime. Accordingly, success
22 on these claims is contingent on the Court finding that Defendants misclassified Plaintiff and the
23 Settlement Class and failed to authorize and permit meal and rest breaks. (Kim Decl. ¶ 38.)

24 Moreover, Defendants contend that, to establish a violation for missed meal periods, a
25 plaintiff must do more than show that a meal break was not taken. (Kim Decl. ¶ 39; *Brinker*, 53
26 Cal.4th at 1004.) So long as an employer provides employees with a "reasonable opportunity" to
27 take a duty-free, meal period, it has no further duty to "police meal breaks and ensure no work
28

thereafter is performed.” (*Id.* at 1040-41.) Instead, a plaintiff must show the employer impeded, discouraged, or prohibited the employee from taking a proper break, or otherwise failed to release the employee of all control. (*Id.*)

There are also risks to Plaintiffs’ rest period claim. Employers are not required to record rest periods and such rest periods are paid. Thus, unlike meal periods, where there are often records showing whether an employee clocked out or not, there is no such evidence to prove a missed rest period or that the employer refused to authorize and permit one. Managing such claims at trial may be exceedingly difficult. Plaintiffs will depend on sample witness testimony and surveys to prove their claims. (Kim Decl. ¶ 40) While a victory with such evidence is certainly possible, relevant caselaw makes such claims risky from a trial management and due process perspective. (*See Duran v. U.S. Bank National Assn.*, 59 Cal.4th 1, 31 (2014) (explaining “[I]f sufficient common questions exist to support class certification, it may be possible to manage individual issues through the use of surveys and statistical sampling”).)

d. The Risks Associated with the Reimbursement Claim

Under California Labor Code § 2802(a) an employer “shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer.” Plaintiffs allege that Defendants required employees to incur business expenditures for which they were never reimbursed, including the costs using their personal devices for business purposes. (Kim Decl. ¶ 41.) Plaintiffs perceived this as a low-risk claim, but the amount of this claim was relatively small. (Kim Decl. ¶ 42.)

e. The Risks Associated with the Inaccurate Wage Statement Claim

Labor Code § 226(a)(2) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or his employees an accurate itemized statement in writing showing total hours worked by the employee. Labor Code § 226(a)(9) requires the wage statement to display all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 Plaintiffs acknowledged risk posed by Defendants’ argument that they were not
2 misclassified as an independent contractor under the ABC test, which would completely bar any
3 recovery under this claim. While Plaintiffs believed their wage statement claim was relatively
4 strong given that they did not receive any statement associated with their wage payments, there
5 was still risk that a Court would find no liability as to this issue.¹ (Kim Decl. ¶ 43.)

6 **f. The Risks Associated with the Untimely Payment and Waiting Time Penalty**
7 **Claims**

8 Under Labor Code § 203, if an employer fails to provide wages at the time of an employee’s
9 termination or within 72 hours of resignation, then the employee’s wages shall continue as a
10 penalty for up to 30 days. Section 203 reflects a public policy that favors the full and prompt
11 payment of earned wages. (*See Barnhill v. Robert Saunders & Co.* (1981) 125 Cal.App.3d 1, 7;
12 *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.) Similarly, Labor Code § 204 and 210, an
13 employee may seek a penalty for not being paid timely after the close of a payroll period.

14 Here, Plaintiffs and some members of the Proposed Class are no longer employed by
15 Defendant. (Kim Decl. ¶ 44.) Plaintiffs argues that they are owed waiting time penalties due to
16 Defendants’ failure to pay appropriate overtime wages and meal period premiums. (*See Diaz v.*
17 *Grill Concepts Services, Inc.* (2018) 23 Cal.App.5th 859.) (Kim Decl. ¶ 45.)

18 In evaluating settlement, Plaintiffs considered Defendants’ argument that a good-faith
19 belief exception applies because their actions were not willful and their payment calculations did
20 not result in underpayment. While Plaintiffs dispute that not knowing the law is a sufficient
21 defense, they still had to acknowledge that this argument posed some risk. (Kim Decl. ¶ 46.)
22 Finally, Plaintiffs expected Defendants to argue that the Court has discretion to lower the waiting
23 time penalty amount where it is significantly higher than the wages owed, which is the case here.
24 Plaintiffs disagree that the Court has this discretion, but nonetheless had to consider this argument
25 when determining an appropriate settlement. (Kim Decl. ¶ 47.)

26 ¹ Although neither party contemplated this risk at the time of settlement, there is
27 additional risk posed by *Naranjo v. Spectrum Security Services, Inc.* (Cal., May 6, 2024) 2024
28 Daily Journal D.A.R. 3799, where the California Supreme Court recently upheld a “good faith”
defense to a wage statement claim under Labor Code § 226.

1 **g. The Risks Associated with the PAGA Claim**

2 Plaintiffs are cognizant of risks associated with their PAGA claim and have therefore
3 agreed to discount this claim for multiple reasons. First, the aggrieved employees' PAGA claims
4 arise from the same violations as the foregoing class claims and bear the same risks on the merits.
5 Second, the Court has discretion to award less than the maximum penalty, which Defendants
6 argued would be appropriate considering the low amount of direct wage damages, even if Plaintiffs
7 prevail. (See Labor Code § 2699(e)(2) ["a court may award a lesser amount than the maximum
8 civil penalty amount specified by this part if, based on the facts and circumstances of the particular
9 case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
10 confiscatory"]; *Carrington v. Starbucks Corporation* (2018) 30 Cal.App.5th 504, 529 [affirming
11 award of 10% of maximum PAGA penalty].) Finally, the Settlement Class is compensated for
12 these violations in the proposed Settlement Agreement, and thus any PAGA recovery for these
13 same violations would be duplicative. Thus, PAGA did not make up a significant percentage of
14 the overall potential liability compared to other claims. (Kim Decl. ¶ 48.) As such, the Settlement
15 Agreement's contemplated PAGA payment of \$75,000 is appropriate. (*Id.*)

16 **h. The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

17 There is significant expense associated with the class certification process, which the
18 Parties can avoid by entering into the contemplated Settlement Agreement now. (Kim Decl. ¶ 49.)
19 If the Court did eventually certify a class, trial of a case involving approximately 49 Class
20 Members would require the retention of expensive expert witnesses, the accrual of extensive
21 litigation costs, and a significant time overlay by the parties. (Kim Decl. ¶ 50.) Moreover, given
22 the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial
23 would have resulted in a lengthy and costly appeal. (Kim Decl. ¶ 51.) An appeal would result in
24 further delay for the Settlement Class Members who are waiting for a resolution in this matter.
25 (*Id.*)

26 **i. The Risk Associated With a Potential Pick-Up Stix Campaign**

1 There is also a risk that Defendants could engage in an individual settlement campaign
2 pursuant to *Chindarah v. Pick Up Stix, Inc.* (2009), 171 Cal.App.4th 796. Given the financial strain
3 that Defendants' workers are no doubt experiencing due to the COVID-19 pandemic, there is a
4 significant risk that, if Defendants were to engage in such a campaign, many if not all of the
5 performers would choose to accept Defendants' individual settlement offers. If this were to occur,
6 Plaintiff could be left without a sufficiently numerous class to represent a class action. (Kim Decl.
7 ¶ 52)

8 **j. The Risk of Maintaining Class Action Status through Trial**

9 This case has not been certified to be tried as a class action. (Kim Decl. ¶ 53.) While
10 Plaintiffs believe there is strong evidence to support certification of several possible subclasses,
11 certification is always hard fought and subject to judicial discretion. Moreover, in class actions,
12 decertification is always a possibility. (*Id.*) In attempting to certify a class, the parties would need
13 to conduct multiple depositions, including of the Named Plaintiff and of several person(s) most
14 knowledgeable regarding Defendants' policies. (*Id.*) There is a risk for both sides as to what these
15 depositions will reveal and whether they will support class certification to the extent expected. (*Id.*)

16 **k. The Amount Offered in Settlement**

17 It was very difficult for the Parties to reach this Settlement of \$625,000.00. (Kim Decl. ¶
18 54.) This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. (Kim
19 Decl. ¶ 55.) The Parties arrived at it after extensive investigation and discovery, careful evaluation
20 of the law, risks, and all information substantiating the amount of penalties reasonably
21 likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance
22 of two experienced mediators, Steven Serratore and Jonathon Andrews. (F. Kim Decl. ¶ 56.)

23 **a. Plaintiff's Assessment of Defendants' Maximum Exposure**

24 Plaintiffs assessed full value of the Overtime claim, without any discount, at approximately
25 \$250,000. (F. Kim Decl. ¶ 57.) Plaintiffs used an hourly average rate of \$25, 5 hours of overtime
26 per week, and 4,000 workweeks for Class Members. (F. Kim Decl. ¶ 58.) Plaintiffs calculated the
27 overtime premium only since Defendants paid Class Members their overtime hours, but based on
28

1 the regular rate. (F. Kim Decl. ¶ 59.)

2 The full value of the Meal Period claim and Rest Period Claim, without any discount, was
3 approximately \$200,000 based on an average of one violation per workweek. (F. Kim Decl. ¶ 60.)

4 With regard to the Reimbursement Claim analysis, Plaintiffs believe it was reasonable to
5 value the potential reimbursement at \$50 per Class Member, for reimbursement for of the cost of
6 using one's personal device for communicating with Defendants. This brought the damages for
7 this claim to \$2,450 (\$50 x 49 Class Members). (Kim Decl. ¶ 61.)

8 Plaintiffs valued the Wage Statement Claim, without discount, at approximately \$86,250.
9 (Kim Decl. ¶ 62.) This is based on thirty-five (35) workweeks for twenty-five (25) Class Members
10 who worked within one year prior to the filing of this lawsuit. (*Id.*)

11 Plaintiff valued the Waiting Time Claim, tied to the claims for unpaid wages, at \$477,750.
12 (Kim Decl. ¶ 63.) This was based on the full amount of waiting time penalties due to Defendants'
13 failure to pay overtime and premium wages. (*Id.*) Considering the derivative nature of Labor Code
14 section 203 and the disputes over willfulness, Plaintiff determined that accepting a steep discount
15 on this claim was appropriate. (Kim Decl. ¶ 64.)

16 Finally, Plaintiff calculated the value of the PAGA claim at \$500,000 for the PAGA Period,
17 which consists of 1,000 pay periods. (Kim Decl. ¶ 65.) The main risk taken into account with
18 PAGA is the discretionary nature of the penalty award. (Kim Decl. ¶ 66.) The court could award
19 the statutory maximum of one hundred (\$100) dollars for the initial violation and two hundred
20 (\$200) dollars thereafter or – in theory – one cent per wage statement. (*Id.*) While there is a dearth
21 of available authority, in Plaintiff's view, were they to succeed on any of the underlying Labor
22 Code violations (especially waiting time penalties), it is not likely that the Court would also award
23 a large amount of PAGA penalties on top of damages. (Kim Decl. ¶ 67.)

24 Per Plaintiffs' assessment, the maximum potential value of all of Plaintiffs' and the
25 Settlement Class Members' claims was approximately \$1,516,450. (Kim Decl. ¶ 68.) However,
26 as a result of the forgoing risks on the merits, Class Counsel believes the Gross Settlement Amount
27 of \$625,000.00 is fair and reasonable. (F. Kim Decl. ¶ 69.)

4. The Experience and Views of Counsel

Finally, counsel’s experience and success in similar class actions also weigh in favor of preliminary approval. (*See Wershba, supra*, 91 Cal.App.4th at 245.) Kim Legal, APC and Helen Kim Law, APC are very experienced in prosecuting complex employment litigation, and on complex wage, hour, and working condition violations. (Kim Decl. ¶¶ 75-79 ; H. Kim Decl. ¶¶ 3-4.) The firms are well versed in class action litigation and have diligently and aggressively pursued this action. (*Id.*) Kim Legal, APC currently serves as Class Counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California. (*Id.*) A list of representative cases that Kim Legal, APC has handled is included in the accompanying declaration of Frank H. Kim. (*Id.*) Helen Kim Law, APC has served as Class Counsel for class action lawsuits. A list of representative cases that Helen Kim Law, APC has handled is included in the accompanying declaration of Helen U. Kim (H. Kim Decl. ¶ 4). After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable. (Kim Decl. ¶ 80; (H. Kim Decl. ¶ 2.)

5. The PAGA Allocation is Reasonable

The “trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76.) A PAGA allocation, even if a small portion of the gross settlement, could be reasonable if the settlement of the underlying wage and hour claims is robust and serves the deterrent purpose of the PAGA statute. (*O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.)

Here, \$75,000 is allocated to PAGA Penalties. (Kim Decl. ¶ 70.) Given that Defendants will pay a total of \$625,000 as a result of the alleged violations, the class and PAGA settlement is a large disincentive for Defendant to engage in similar Labor Code violations in the future. (Kim Decl. ¶ 71.) And, because all Class Members will receive a Class Notice with contact information

1 for Class Counsel, those employees will know to contact Class Counsel in the future if Defendants
2 attempts to engage in similar practices. (*Id.*) These factors – the payment of a large sum and
3 employee notice of violations and potential violations – serve to maximize enforcement of state
4 labor laws. (Kim Decl. ¶ 72.) Also, unlike in Moniz, here there is no unsubstantiated and
5 disproportionate allocation of civil penalties between different groups of employees. (Kim Decl. ¶
6 73.) Each Aggrieved Employee will receive the same amount of civil penalty because each worked
7 one Workweek during the PAGA Period. (Kim Decl. ¶ 74.) Based on the foregoing, the PAGA
8 allocation and the individual PAGA payment satisfies policies underlying California’s wage and
9 hour laws.

10 **6. The Class Payment Allocation Is Fair and Reasonable**

11 Plans of allocation are subject to the same standard of review as class action settlements;
12 they must be “fair, adequate and reasonable.” (See, e.g., *Officers for Justice v. Civil Service*
13 *Comm’n* (9th Cir. 1982) 688 F.2d 615, 624–625, 629–630.) Here, the proposed plan of allocation
14 compensates Settlement Class Members pro rata based on the number of work weeks worked by
15 the Settlement Class Member during the Settlement Period. The payment to each member of the
16 Settlement Class not excluding him/ herself will be determined by dividing the Net Settlement
17 Amount by the total number of Workweeks worked by all Participating Class Members during the
18 Class Period and multiplying the result by each Participating Class Member’s Workweeks. This
19 allocation distributes Settlement funds proportionally to each class member’s damages, and should
20 therefore be approved as fair, adequate, and reasonable. (Ex. 1 at § 3, ¶2.4.)

21 **V. THE SERVICE AWARD TO THE NAMED PLAINTIFF**

22 Plaintiffs’ Counsel request an enhancement of \$15,000.00 each (\$30,000 total) to Class
23 Representatives Taliah Leslie and Shelby Grochowski for their work on behalf of the Class. (Kim
24 Decl. ¶ 111.) “Courts routinely approve incentive awards to compensate named plaintiffs for the
25 services they provide and the risks they incurred during the course of the class action litigation.”
26 (*Ingram v. The Coca-Cola Company*, 200 F.R.D. 685, 694 (N.D. Ga 2001) (internal quotations
27 and citations omitted); *see also Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D.
28

1 Cal. 1995).) In *Coca-Cola*, the Court approved service awards of \$30,000 to each named plaintiff
2 in recognition of the services they provided to the class by responding to discovery, participating
3 in the mediation process, and taking the risk of stepping forward on behalf of the class. *Coca-Cola*,
4 200 F.R.D. at 694; *see also, e.g. Van Vranken*, 901 F. Supp. at 299 (approving \$50,000
5 participation award to plaintiffs); *Glass v. UBS Financial Services, Inc.*, Case No. C-06-4068
6 MMC, 2007 WL 227862, at *17 (N.D. Cal. Jan. 26, 2007) (approving \$25,00 enhancement to each
7 named plaintiff).

8 Ms. Leslie and Mr. Grochowski are adequate class representatives because they have
9 diligently, adequately and fairly represented the Class and have not placed their interests above
10 any member of the Class. (Declaration of Taliah Leslie [“Leslie Decl.”] ¶¶6-7; Declaration of
11 Shelby Grotowski [“Grochowski Decl.”] Grochowski Decl. ¶¶6-7; Kim Decl. ¶ 111.) Class
12 Counsel requests an enhancement for Plaintiffs valiant effort and time expended in this matter.

13 Ms. Leslie dedicated approximately 45 hours in this litigation, which includes researching
14 and retaining competent counsel; providing information to Class Counsel regarding the nature of
15 the work for Defendants; compiling relevant documents; working closely with Class Counsel to
16 develop the theories of liability and martial relevant evidence; regularly discussing the status of
17 the case with Class Counsel; attending both mediations; and responding promptly to Class
18 Counsel’s communications regarding settlement. (Kim Decl. ¶ 112; Leslie Decl. ¶¶ 5-16.)

19 Mr. Grochowski dedicated approximately 40 hours in this litigation which includes
20 researching and retaining competent counsel; providing information to Class Counsel regarding
21 the nature of the work for Defendants; compiling relevant documents; working closely with Class
22 Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the
23 status of the case with Class Counsel; attending the October 25, 2023 mediation; and responding
24 promptly to Class Counsel’s communications regarding settlement. (Kim Decl. ¶ 113; Grochowski
25 Decl. ¶¶ 5-16.)

26 Class Counsel considers this to be a fair and reasonable enhancement. (Kim Decl. ¶ 114.)
27 The enhancement takes into consideration the time, effort, and expense incurred by Plaintiffs in
28

1 coming forward to litigate this matter on behalf of all Class Members. (Kim Decl. ¶ 115.)
2 Additionally, the Class Representatives were at risk for paying for Defendants' legal fees and costs
3 in the event that Defendants prevailed at trial. (Kim Decl. ¶ 116.)

4 **VI. SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT**
5 **AGENCY**

6 As indicated on the Proof of Service, Plaintiffs' Motion for Approval of Class Action
7 Settlement will be concurrently uploaded to the Labor and Workforce Development Agency's
8 ("LWDA") website on the date this Motion is filed as required by statute. Proof of submission of
9 Plaintiffs' Motion, a copy of the email from the LWDA confirming receipt, is attached to the
10 Declaration Frank H. Kim as Exhibit 6. (Kim Decl. ¶ 117.)

11 **VII. CONCLUSION**

12 Plaintiffs respectfully submit that the proposed Settlement Agreement is fair, adequate,
13 reasonable, and in the best interest of the Settlement Class Members. Therefore, the Parties
14 respectfully request that the Court (1) grant final approval of the Joint Stipulation of Class Action
15 Settlement and Release of Claims, and all of its terms; (2) award attorneys' fees and costs; (3)
16 award ILYM Group, Inc. claims administration fees of \$6,500.00; (4) award the Class
17 Representative an enhancement of \$30,000.00; and (5) enter judgment.

18
19 DATED: May 15, 2025

KIM LEGAL, APC

20
21 By: /s/ Frank H. Kim
22 Frank H. Kim
23 Attorneys for Plaintiffs Taliah Leslie, Shelby
24 Grochowski and the Proposed Class
25
26
27
28

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010.

On May 16, 2025, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** as follows:

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing (“EF”) System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 16, 2025, at Los Angeles, California.

/s/ Kimberly Bentley
Kimberly Bentley