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Attorneys for Plaintiff IGNAIN PEREZ, on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSE GONZALEZ, an individual; IGNAIN PEREZ, an individual; ANTONIO SERRANO, an individual; on behalf of themselves and all other similarly situated,

Plaintiff,

vs.

ROTO-ROOTER SERVICES COMPANY, an Iowa corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22STCV34334

Assigned for all purposes to Hon. Stephanie M. Bowick, Dept. 19

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, COSTS, CLASS REPRESENTATIVE SERVICE AWARD, AND ENTERING OF FINAL JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF JOHN F. LITWIN, AARON A BARTZ, ADMINISTRATOR KAYLIE O'CONNOR, AND PLAINTIFFS IGNAIN PEREZ, JOSE GONZALEZ, AND ANTONIO SERRANO IN SUPPORT; [PROPOSED] ORDER

Date: May 13, 2024

Time: 8:30 a.m.

Location: Dept. 19

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Action Filed: October 25, 2022

1 PLEASE TAKE NOTICE that on May 13, 2024 at 8:30 a.m., or as soon as thereafter as the
2 matter may be heard before the Honorable Stephanie M. Bowick in Dept. 19 of the Los Angeles
3 County Superior Court – Stanley Mosk Courthouse, located at 11 North Hill Street, Los Angeles,
4 CA 90012, Plaintiffs Jose Gonzalez, Ignain Perez, and Antonio Serrano (hereinafter “Plaintiffs”)
5 will, and hereby do, move the Court for an order:

- 6 • Granting final approval of the Class and PAGA Settlement Agreement (hereinafter
7 the “Settlement Agreement” or “Agreement”) on the grounds that the Settlement
8 Agreement and the terms thereof are fair, adequate, and reasonable;
- 9 • Directing distribution of Individual Settlement Payments (Individual Class Payment
10 and Individual PAGA Payment) by the Settlement Administrator to all Participating
11 Class Members and Aggrieved Employees in accordance with the Settlement
12 Agreement;
- 13 • Awarding attorneys’ fees in the amount of \$500,000 to Class Counsels, representing
14 one-third (33.33%) of the Gross Settlement Amount, which is reasonable and
15 justified on both a percentage-basis and also based on a lodestar cross-check, to be
16 split 60% to Barkhordarian Law Firm PC and 40% to Bartz Law Group, APC;
- 17 • Awarding payment in the amount of \$13,400.54 to Class Counsel for reimbursement
18 of reasonable litigation costs and expenses, allocated \$10,100.10 to Barkhordarian
19 Law Firm PC and \$3,300.44 to Bartz Law Group, APC;
- 20 • Awarding an enhancement award in the amount of \$15,000 each to Plaintiff Ignain
21 Perez, Plaintiff Jose Gonzalez, and Plaintiff Antonio Serrano for their time and
22 efforts in representing the Class;
- 23 • Authorizing payment to the Settlement Administrator, CPT Group, Inc. for
24 Administration Costs in the amount of \$14,000.00;
- 25 • Approving and directing the PAGA Penalties to the California Labor Workforce and
26 Development Agency of \$37,500 (75% of \$50,000.00);
- 27 • Authorizing the Settlement Administrator to proceed with its duties set forth in the
28 Settlement Agreement to prepare final calculations; collect settlement funds;

1 disburse payments of attorneys' fees and costs, and the enhancement award;
2 administer payment of the individual settlement awards; and complete all reporting
3 requirements related thereto; and

- 4 • Directing the Clerk of the Court to enter final judgment, and without affecting the
5 finality of the final judgment, to reserve the Court's continuing jurisdiction over the
6 Parties for the purposes of implementing, enforcing, effectuating, or administering
7 the terms of the Settlement Agreement.

8 This motion is made on the grounds that the proposed Settlement Agreement, preliminarily
9 approved by this Court on November 14, 2023 Order Granting Preliminary Approval of Class
10 Action and PAGA Settlement and December 22, 2023 Order Granting Stipulation to Amend Order
11 Granting Preliminary Approval of Class Action and PAGA Settlement, is the product of arms'-
12 length, good-faith negotiations, is fair and reasonable to the Class, and should be finally approved,
13 as more fully discussed in the accompanying Memorandum in Support of Final Approval.

14 This Motion is based upon the Memorandum of Points and Authorities submitted herewith,
15 as well as the Declarations of John F. Litwin, Aaron A. Bartz, and the Settlement Administrator in
16 support thereof; the Order Granting Preliminary Approval of Class Action and PAGA Settlement
17 issued November 14, 2023 and December 22, 2023 Order Granting Stipulation to Amend Order
18 Granting Preliminary Approval of Class Action and PAGA Settlement, the [Proposed] Order
19 Granting Final Approval of Class Action Settlement and [Proposed] Judgment ,the pleadings and
20 other records on file with the Court in this matter; and such evidence and oral argument as may be
21 presented at the hearing on this Motion.

22 DATED: April 18, 2024

BARKHORDARIAN LAW FIRM, PLC

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24 By: /s/ John F. Litwin

25 John F. Litwin

26 Attorneys for Plaintiff IGNAIN PEREZ and all
27 other similarly situated, and all aggrieved
28 employees

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