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MARLON PEREZ and BERENICE QUIROZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARLON PEREZ, as an individual, and
BERENICE QUIROZ, as an individual, and
on behalf of all others similarly situated,

Plaintiffs,

vs.

KUHNS ENTERPRISES, INC., doing
business as BRAND ENHANCE PARKING
& HOSPITALITY, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25STCV06393

*[Assigned for all purposes to the Hon. Elaine
Lu, Dept. SSC-9]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: September 22, 2026

Time: 8:30 a.m.

Dept.: SSC-9

Briefing Schedule

Motion Due: August 10, 2026

Opposition Due: August 25, 2026

Reply Due: September 8, 2026

1 This matter came on regularly for hearing before this Court on September 22, 2026, pursuant to
2 California Rule of Court 3.769 and this Court's April 29, 2026 Order Granting Preliminary Approval of
3 Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Class Action
4 and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and the documents and
5 evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in
6 this case, the risks of further prosecution and the substantial benefits to be received by the Settlement
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
9 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Final
10 Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All individuals whom Defendant Kuhns Enterprises, Inc. dba Brand Enhance
15 Parking & Hospitality classified as non-exempt employees and who worked for
16 Defendant in California at any time during the Class Period.

17 Class Period means the period of time starting on March 6, 2021 and ending on
18 February 22, 2026.

19 2. Plaintiffs Marlon Perez and Berenice Quiroz are hereby confirmed as Class
20 Representatives, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and
21 Paul K. Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.

22 3. Notice was provided to the Settlement Class of 1,261 as set forth in the Settlement. The
23 form and manner of notice were approved by the Court on April 29, 2026, and the notice process has
24 been completed in conformity with the Court's Order. The Court finds that said notice was the best
25 notice practicable under the circumstances. The Court Approved Notice of Class Action Settlement and
26 Hearing Date for Final Court Approval provided due and adequate notice of the proceedings and matters
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28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements
2 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

3 4. The Court finds that no Settlement Class member objected to the Settlement, that zero
4 (0) of the 1,261 Settlement Class Members have opted out of the Settlement, and that the 100 percent
5 participation rate in the Settlement supports final approval.

6 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as
7 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
8 to its terms.

9 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
10 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
11 questions of law or fact common to the Settlement Class, and there is a well-defined community of
12 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
13 the claims of the Class Representatives are typical of the claims of the members of the Settlement Class;
14 (d) the Class Representatives have fairly and adequately protected the interests of the Settlement Class
15 Members; (e) a class action is superior to other available methods for an efficient adjudication of this
16 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and
17 the Settlement Class.

18 7. The Court finds that given the absence of objections to the Settlement, and objections
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

20 8. The Court orders Defendant to deliver the Settlement Amount of \$750,000.00 to Phoenix
21 Settlement Administrators, the Settlement Administrator, as provided for in the Settlement. Specifically,
22 Defendant shall fully fund the Gross Settlement Amount, and any amounts necessary to fully pay
23 Defendant's share of payroll taxes, by transmitting the funds to the Administrator by no later than
24 fourteen days after the Effective Date. The Effective Date means the date by when both of the following
25 have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
26 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if
27 no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if
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one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member.

10. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

11. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff Marlon Perez is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff Berenice Quiros is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

13. The Court finds that attorneys' fees in the amount of \$250,000.00 and actual litigation costs of \$23,791.99 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid \$16,500.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

15. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$32,500.00 for its 65 percent share of the \$50,000.00 settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this

1 payment to the LWDA in conformity with the terms of the Settlement. The remaining 35 percent or
2 \$17,500.00 of the PAGA Penalties is to be distributed to the 819 Aggrieved Employees in conformity
3 with the terms of the Settlement.

4 16. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
5 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
6 and in addition to, the Gross Settlement Amount.

7 17. After the above deductions, attorneys' fees (\$250,000.00), attorneys' litigation costs
8 (\$23,791.99), incentive payment to Plaintiffs (\$15,000.00 total or \$7,500.00), Settlement Administrator
9 costs (\$16,500.00), and PAGA Penalties (\$50,000.00), the Net Settlement Amount of \$394,708.01 is to
10 be distributed to 1,261 Settlement Class members, that worked a total of 81,802 workweeks during the
11 Class Period, in conformity with the terms of the Settlement. Based upon the calculations stipulated in
12 the Settlement, the highest Individual Settlement Payment is estimated to be \$1,254.33 the lowest
13 Individual Settlement Payment is estimated to be \$9.65, while the average Individual Settlement
14 Payment is estimated to be \$313.01. Participating Class Members will be issued payment of their
15 Individual Settlement Payment subject to reduction for the employee's share of taxes and withholdings
16 with respect to the wages portion of the Individual Settlement Payment.

17 18. The Court finds and determines that upon satisfaction of all obligations under the
18 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
19 released the Released Claims as set forth in the Settlement, and will be permanently barred from
20 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

21 19. Upon the date on which the full payment of the Gross Settlement Amount and associated
22 employer-side taxes are made by Defendant, by virtue of this Judgment, Plaintiffs and all Participating
23 Class Members, on behalf of themselves and their respective former and present representatives, agents,
24 attorneys, heirs, administrators, successors, and assigns, release Defendant and its respective former,
25 current and future parent companies, subsidiaries, affiliates, shareholders, managers, members, agents,
26 principals, heirs, representatives (including, without limitation, any investment bankers, accountants,
27 auditors, consultants, insurers, reinsurers, attorneys and any past, present or future officers, directors
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1 and employees) predecessors, successors, and assigns (“Released Parties”) from all claims that were
2 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint
3 and/or ascertained in the course of the Action and which occurred during the Class Period. The claims
4 released include, without limitation: (1) failure to pay all minimum wages owed; (2) failure to pay all
5 overtime wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit rest
6 periods; (5) failure to provide accurate, itemized wage statements; (6) failure to pay sick wages at the
7 correct rate; (7) failure to indemnify all necessary business expenses; and (8) unfair competition in
8 violation of Business and Professions Code section 17200, *et seq.* premised on the above claims; and
9 violation of or liability under California Labor Code under sections 204, 226 *et seq.*, 226.7, 510, 512,
10 516, 558, 1194, 1194.2, 1197, 1198, 2802, and the relevant Wage Orders issued by the Industrial Welfare
11 Commission, and any and all related claims for attorneys’ fees and costs. Except as set forth in Section
12 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims
13 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
14 unemployment insurance, disability, social security, workers’ compensation, or claims based on facts
15 occurring outside the Class Period.

16 20. Upon the date on which the full payment of the Gross Settlement Amount and associated
17 employer-side taxes are made by Defendant, by virtue of this Judgment, all Aggrieved Employees
18 release, on behalf of themselves and their respective former and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
20 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
21 Operative Complaint and/or the PAGA Notice and/or ascertained in the course of the Action and which
22 occurred during the PAGA Period. The claims released include, without limitation: (1) failure to pay
23 minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay meal
24 period premiums; (4) failure to provide all legally required rest periods or pay rest period premiums; (5)
25 failure to provide accurate, itemized wage statements; (6) failure to pay sick wages at the correct rate;
26 (7) failure to reimburse necessary business expenditures; and (8) failure to maintain accurate records,
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1 and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related
2 claims for attorneys' fees and costs.

3 21. Plaintiffs and their respective former and present spouses, representatives, agents,
4 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
5 Parties from all claims, transactions, or occurrences that occurred during the Class Period, including,
6 but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
7 contained, in the Operative Complaint; and (b) all PAGA claims that were, or reasonably could have
8 been, alleged based on facts contained in the Operative Complaint and Plaintiff Marlon Perez's PAGA
9 Notice ("Plaintiffs' Release"). Plaintiffs also agrees to release, in addition to the Released Class Claims
10 and Released PAGA Claims, all claims, whether known or unknown, under federal law or state law
11 against the Released Parties through the date Plaintiffs execute this Agreement. Plaintiffs' Release does
12 not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
13 unemployment benefits, disability benefits, social security benefits, workers' compensation claims or
14 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge
15 that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs
16 now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain
17 effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of
18 them. Notwithstanding the foregoing, the waiver and release in this Agreement does not apply to: (i)
19 those rights as a matter of law that cannot be waived, including, but not limited to, workers'
20 compensation claims; (ii) rights or claims arising out of this Agreement after this Agreement is executed
21 by Plaintiffs; and (iii) rights or claims arising of this Agreement. The Agreement in no way affects
22 Plaintiffs' entitlement and/or benefits to be received by Plaintiffs in workers' compensation pursuant to
23 the jurisdiction of workers' compensation. Plaintiffs also agree to not request an exclusion from this
24 settlement. Any Class Representative Service Payments approved by the Court will result in the
25 issuance of a Form 1099 to the Class Representatives, who shall assume full responsibility and liability
26 for the payment of taxes due on such award. For purposes of Plaintiffs' Release, Plaintiffs expressly
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1 waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil
2 Code, which reads:

3 **A general release does not extend to claims that the creditor or releasing party does not**
4 **know or suspect to exist in his or her favor at the time of executing the release, and that if**
5 **known by him or her would have materially affected his or her settlement with the debtor**
6 **or Released Party.**

7 22. The Releases identified herein shall be null and void if Defendant fails to fully fund the
8 settlement.

9 23. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
10 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
12 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

13 24. This document shall constitute a final judgment pursuant to California Rule of Court
14 3.769(h), which provides, "If the court approves the settlement agreement after the final approval
15 hearing, the court must make and enter judgment. The judgment must include a provision for the
16 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may
17 not enter an order dismissing the action at the same time as, or after, entry of judgment."

18 25. Pursuant to California Code of Civil Procedure § 664.6 and California Rules of Court,
19 Rule 7.769(h), the Court retains jurisdiction to enforce the Settlement, this Final Approval Order and
20 the Judgment entered in connection with the Settlement.

21 26. The Settlement Administrator shall file a declaration regarding the disbursement of
22 Settlement funds on or before May 31, 2027.

23 **IT IS SO ORDERED.**

24 Dated: _____, 2026

25 _____
26 Honorable Elaine Lu
27 Judge of the Superior Court