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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARLON PEREZ, as an individual and on behalf of all others similarly situated, Plaintiff, 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*] **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: April 29, 2026 Time: 8:30 a.m. Dept.: SSC-9

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on April 29, 2026 at 8:30 a.m. in Department SSC-9 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California, 90012, Plaintiffs Marlon Perez and Berenice Quiroz ("Plaintiffs"), jointly 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, and for settlement purposes only, provisional certification of the following Settlement Class defined as follows:

> All individuals whom Defendant Kuhns Enterprises, Inc. dba Brand Enhance Parking & Hospitality classified as non-exempt employees and who worked for Defendant in California at any time during the Class Period.
>
> The "Class Period" means the period of time starting on March 6, 2021 and ending on February 8, 2026.

3. Preliminary appointment of Plaintiffs Marlon Perez and Berenice Quiroz as Class Representatives;
4. Preliminary appointment of Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel;
5. The scheduling of a hearing to consider whether the Settlement should be finally approved and to permit a service awards to Plaintiffs, Settlement Administration costs, civil penalties payable to the California Labor Workforce Development Agency, and attorneys' fees and costs to Class Counsel;
6. Appointment of Phoenix Settlement Administrators as the third-party Settlement Administrator for mailing notices; and
7. Approval of the proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") which is attached to the Settlement as Exhibit A, and an order that it be disseminated to the proposed Settlement Class Members as provided in the Settlement Agreement.

This Motion is based on this notice of motion, the memorandum of points and authorities, the declarations of Scott M. Lidman, Milan Moore, Tiara Gose-Hardy, Paul K. Haines, Plaintiff Marlon Perez, Plaintiff Berenice Quiroz, and Jodey Lawrence of Phoenix Settlement Administrators, and the exhibits attached thereto, 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.

Dated: March 20, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman

Attorneys for Plaintiffs
MARLON PEREZ and BERENICE QUIROZ

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Marlon Perez and Berenice Quiroz ("Plaintiffs") brought this class and representative action against Defendant Kuhns Enterprises, Inc. dba Brand Enhance Parking & Hospitality ("Defendant" or "Kuhns") alleging various wage and hour and related violations. Plaintiffs' primary claims/allegations are that Defendant: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to indemnify all necessary business expenditures; (7) is subject to waiting time penalties; (8) engaged in unfair competition; and (9) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Plaintiffs now respectfully request that this Court preliminarily approve this non-reversionary, class action settlement,[1] in which Defendant has agreed to pay $750,000.00 on behalf of the following Settlement Class:

> All individuals whom Defendant Kuhns Enterprises, Inc. dba Brand Enhance Parking & Hospitality classified as non-exempt employees and who worked for Defendant in California at any time during the Class Period.
>
> The "Class Period" means the period of time starting on March 6, 2021 and ending on February 8, 2026.

Significantly, Class Members do not need to file a claim to benefit from the Settlement because all Class Members will automatically receive a payment unless they affirmatively opt-out. After deducting administration costs, Plaintiffs' service awards, attorneys' fees and costs, and the PAGA Payment, the remaining Net Settlement Amount ("NSA") of approximately $388,500.00 will be distributed to all Class Members who do not opt-out of the Settlement. There were approximately 1,142 Class Members during the Class Period, and ***not*** including the $17,500 in civil penalties to be distributed to approximately 720Aggrieved Employees, the average payment to participating Class Members is estimated to be approximately **$340.19.**

This proposed Settlement is well-within the range of possible approval in light of the significant

[1] The Settlement is attached to the Declaration of Scott M. Lidman as Exhibit 2. The proposed Class Notice is attached to the Settlement as Exhibit A.

legal and factual obstacles that Plaintiffs faced, the risks and costs of further litigation, and the tangible monetary benefits to be received by the Settlement Class. For the reasons discussed herein, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement.

Further, Plaintiffs will serve the instant Motion and proposed Settlement Agreement on the LWDA on the same date they file this Motion and will submit a proof of service showing the submission. Declaration of Scott M. Lidman ("Lidman Decl."), ¶ 35.

II. SUMMARY OF THE LITIGATION

A. THE PARTIES

Defendant is a hospitality parking management company. Lidman Decl., ¶ 10. Plaintiff Perez, a former non-exempt employee, was employed from approximately 2021 until his resignation on August 29, 2025 and was a Valet. Declaration of Marlon Perez ("Perez Decl."), ¶ 2. Plaintiff Quiroz, a former non-exempt employee, was employed by Defendant from approximately May 2024 to approximately July 2025. Declaration of Berenice Quiroz ("Quiroz Decl."), ¶ 2.

B. BRIEF PROCEDURAL HISTORY

On March 6, 2025, Plaintiff Marlon Perez commenced this Action by filing a Complaint alleging causes of action against Defendant for (i) failure to pay all minimum wages owed; (ii) failure to pay all overtime wages owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to provide accurate, itemized wage statements; (vi) failure to pay sick pay wages at the correct rate of pay; (vii) failure to indemnify all necessary business expenditures; and (viii) unfair competition. Lidman Decl., ¶ 10. Pursuant to Labor Code section 2699.3, subd.(a), on March 6, 2025, Plaintiff Marlon Perez gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. *Id.*, **Exhibit 1**. On May 13, 2025, Plaintiff filed a Representative PAGA Action Complaint. Lidman Decl., ¶ 10. The Court has ordered the two actions related. *Id.*

On March 11, 2026, pursuant to the instant settlement, and the Parties' joint stipulation, Plaintiff Perez filed a First Amended Complaint adding Plaintiff Quiroz as a named Plaintiff and adding the PAGA claim. *Id.* Thus, Plaintiffs' primary claims/allegations are that Defendant: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to indemnify all necessary business expenditures; (7) is subject to waiting time penalties; (8) engaged in unfair competition; and (9) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

III. DUNK/KULLAR ANALYSIS

Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The Court's role in evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See e.g.*, *Hanlon*, *supra*, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the Settlement agreement was negotiated at arm's-length by class counsel and with the assistance of a mediator. *See e.g. Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.

A. INVESTIGATION AND DISCOVERY

In advance of mediation, Defendant produced timekeeping and payroll data for a 20% sampling of the putative class, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged. Lidman Decl., ¶ 11. Accordingly, a sample of this group is representative of the entire Settlement Class and is statistically significant and reliable for purposes of evaluating a potential settlement. *See e.g., Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036 (2016) (The Supreme Court held that statistical evidence was admissible to prove liability and damages across a class, thereby allowing it to support class action certification) In *Tyson*, a case involving a class of employees claiming that they did not receive statutorily mandated overtime pay for time spent "donning and doffing protective gear," the court upheld the use of statistical evidence to calculate the additional time class members spent donning and doffing, even though differences in the type of gear worn meant that plaintiffs may have taken different amounts of time to don and doff. *Id*. at pp. 1042, 1048–1409.

Here, the statistical analysis of the time punch and payroll data was used for the limited purpose of determining predominance of unpaid wages and meal period violations in support of Plaintiffs' claims that Defendant had purported policies and practices of not paying for all time worked and failed to provide all legally compliant meal periods. Indeed, the time punch data showed examples of facially non-compliant meal periods. The Settlement Class members did similar work, and were paid under the same wage and hour policies. Given these circumstances, the experiences of the 20% sampling, it can be probative as to the experiences of all of the Settlement Class. *Lubin v. The Wackenhut Corp*. (2016) 5 Cal.App.5th 926, 938 (As in *Tyson*, under these circumstances the percentage of the subset of employees who signed meal agreements lacking the required revocation language during a given time period is probative as to the percentage of the class that signed meal agreements lacking the required revocation language.) Further, if all Settlement Class members brought lawsuits for unpaid wages and/or meal period violations, they would rely on timekeeping records similar to the ones in this sampling which also supports a finding that the sampling is statistically reliable. *Id*.

Defendant also provided Plaintiffs the necessary metrics, including without limitation, class size for the relevant time periods. Lidman Decl., ¶ 11. The key data points coupled with the data enabled Plaintiffs to extrapolate for the entire relevant time period and aided in Plaintiffs' creation of a class-wide exposure model for all the claims at issue, including unpaid wages, meal and rest period premiums, and penalties potentially owed for alleged unpaid overtime wages, and meal and rest period violations. *Id*.

After the detailed review of the data and documents produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. Lidman Decl., ¶ 11. This discovery allowed the parties to assess the merits and value of Plaintiffs' claims and Defendant's defenses. *Id*.

B. ARMS-LENGTH NEGOTIATIONS

On October 15, 2025, a mediation was held with Kevin Barnes, an experienced and well-respected wage and hour class action mediator. Lidman Decl., ¶ 12. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and defenses. *Id*. Ultimately, the parties agreed on a class-wide resolution. *Id*. In the weeks that followed, the parties finalized the terms of settlement and executed the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement"). *Id*.

C. 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 Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiffs are represented by competent, experienced counsel who possess extensive experience prosecuting and defending wage-and-hour class actions, and who have been appointed as class counsel in numerous cases alleging similar claims. *See* Lidman Decl., ¶¶ 2-8; Declaration of Milan Moore ("Moore Decl."), ¶¶ 2-5; Declaration of Tiara Gose-Hardy ("Gose-Hardy Decl.") ¶¶ 2-4; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-8. Class Counsel conducted an in-depth review of Defendant's policies and timekeeping and payroll records, and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *See* Lidman Decl., ¶¶ 11-28. The Settlement was also reached with the assistance of a mediator. Lidman Decl., ¶ 12. This factor strongly supports preliminary approval of the Settlement. *See Kullar*, *supra*, 168 Cal.App.4th at 130.

D. AMOUNT OFFERED IN SETTLEMENT GIVEN REALISTIC VALUE OF CLAIMS

The Settlement provides a fair and reasonable monetary recovery for the Settlement Class in the face of disputed claims. Plaintiffs' analysis of the maximum and realistic expected recoveries for each of the theories of liability pled is set forth below:

<u>Defendant Failed to Properly Pay all Wages</u>: Plaintiffs allege that Defendant did not pay them for all time worked. Lidman Decl., ¶ 16. Specifically, Plaintiffs allege that Defendant required its non-exempt employees to perform work duties while clocked out during meal periods. Further, Plaintiffs allege that Additionally, Plaintiffs allege that Defendant failed to properly pay the regular rate of pay for purposes of overtime. Lidman Decl., ¶ 16. Also, Plaintiffs allege that Defendant paid Plaintiff and non-exempt employees graveyard shift pay and other forms of pay not properly excludable as a matter of law when calculating the regular rate of pay, but failed to include this form of pay when calculating the regular rate of pay for purposes of overtime. *Id*. Accordingly, based on 5 minutes of unpaid time per shift and the miscalculation of regular rate, Plaintiffs calculated a total wage underpayment of approximately $421,194. *Id*.

Defendant contends that it properly calculated and paid Class Members all overtime wages. Lidman Decl., ¶ 17. Defendant further asserts that Plaintiff would be unable to certify an unpaid wages class given the individualized inquiries that would be required. *Id*. Additionally, Defendant contends a number of putative class members signed arbitration agreements. In light of these defenses, Plaintiff discounted the maximum exposure by 55% for the risk of non-certification, and an additional 65% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of $66,338.06. *Id*.

<u>Defendant Failed to Provide All Legally Required Meal Periods</u>: Plaintiffs allege that they and the Class Members were not provided with all legally-compliant first meal periods beginning before the end

of the fifth hour of work. Lidman Decl., ¶ 18. Specifically, Plaintiff alleges that due to the location of the designated lunch area and Defendant's purported requirement that Plaintiffs be back at their workstation ready to work exactly 30 minutes after lunch began, their meal periods were often late and/or short and in violation of California law. *Id*. Moreover, Plaintiffs allege that Defendant required employees to be available via cellular phone and/or walkie talkie resulting in non-duty free meal periods. As such, Plaintiffs calculated Defendant's maximum exposure for the meal period claim at $1,148,684. *Id*.

Defendant counters that it has always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendant. Lidman Decl., ¶ 19. Defendant points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that it has always done so. *Id*.; *Brinker*, *supra*, 53 Cal.4th at 1038 (rejecting "ensure" standard). Finally, Defendant contends Plaintiffs' meal period claim is not suited for class certification given arbitration agreements and given that individual inquiries would be required to assess which employees took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift. *Id*. Accordingly, Plaintiff discounted the maximum exposure by 55% for the risk of non-certification, and an additional 60% to account for Defendant's defenses on the merits to arrive at an estimated exposure of $206,763.12. *Id*.

<u>Defendant Failed to Authorize and Permit All Rest Periods</u>: Plaintiffs allege that they and Class Members were also not authorized and permitted to take all required rest periods due to Defendant's rest period policies and practices. Lidman Decl., ¶ 20. Specifically, Plaintiffs alleges that due to work demands, non-exempt employees were not authorized and permitted to take duty-free net 10-minute rest periods when they worked shifts in excess of 3.5 hours and had to remain on the work premises. *Id.* Plaintiffs allege that they and other non-exempt employees experienced at least one rest period violation on every shift worked in excess of 3.5 hours. *Id*. Thus, at a 100 percent violation rate on all shifts worked during the relevant time period, Plaintiff calculated Defendant's exposure at $5,613,628. *Id*.

Defendant contends it has always maintained and enforced lawful rest period policies and practices, and that Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Lidman Decl., ¶ 21. Defendant also argues that Plaintiffs' rest period claim is inherently unsuited for class treatment as it requires an individualized inquiry into whether each Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials. *Id*. Accordingly, Plaintiffs discounted the maximum exposure by 70% for the risk of non-certification, and an additional 65% to account for Defendant's defenses on the merits to arrive at an estimated exposure of $589,430.94. *Id*.

<u>Defendant Issued Inaccurate Itemized Wage Statements</u>: Plaintiffs further allege that Defendant issued inaccurate wage statements in violation of Labor Code § 226 as a result of the alleged unpaid overtime wages, and meal and rest period premium wages described above. Lidman Decl., ¶ 22. Plaintiffs' data analysis reflected that there were approximately 14,000 wage statements issued during the relevant time period. *Id*. Therefore, Plaintiff calculated Defendant's exposure at $1,353,600. *Id*.

Defendant argues that its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiffs cannot show that they or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties. Lidman Decl., ¶ 23. As such, Plaintiffs discounted the calculated exposure by 65% for a risk of non-certification and an additional 50% for a risk of being unsuccessful on the merits, to arrive at an estimated total of $236,880.00. *Id*.

<u>Defendant Failed to Reimburse for Business Expenses</u>: Plaintiffs alleges that Defendant failed to reimburse them and Settlement Class Members for all necessary business expenses incurred. Lidman Decl., ¶ 24. Specifically, Plaintiffs allege that Defendant required Plaintiff and Settlement Class Members to use their personal cellular phones, for work-related purposes but did not reimburse the Settlement Class Members for such usage. *Id*. Despite knowing that Settlement Class Members had incurred necessary business expenses to communicate with team members through their own personal electronic devices Defendant purportedly failed to reimburse putative class members in violation of Labor Code § 2802 up until May 2025. *Id*. Therefore, Plaintiff calculated Defendant's maximum exposure for unreimbursed business expenses at approximately $1,175,192. *Id*.

Defendant contends that employees did not have to use their personal cellular phones to communicate with team members and would only do so at their own volition. Lidman Decl., ¶ 25. Defendant also argues that this claim is not suitable for class treatment because it would require individualized determinations as to whether each employee used a personal cellular phone, how often, and how much of that use was a reasonable percentage of their individual monthly expenses. *Id*. As such, Plaintiffs discounted the calculated exposure by 65% for a risk of non-certification and an additional 55% for a risk of being unsuccessful on the merits, to arrive at an estimated total of $185,092.74. *Id*.

<u>Defendant is Liable for Waiting Time Penalties</u>: Plaintiffs allege that Defendant is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to timely pay all wages upon separation. Lidman Decl., ¶ 26. There are approximately 621 Class Members who have separated their employment with Defendant during the relevant time period who could be entitled to waiting time penalties. *Id*. Therefore, Plaintiff calculated Defendant's maximum exposure for waiting time penalties at approximately $2,250,230. *Id*.

Defendant asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiffs' underlying claims, precluding imposition of penalties. Lidman Decl., ¶ 27; *See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding that "good faith dispute" over whether employee was exempt precluded imposition of waiting time penalties over contested wages owed). Accordingly, Plaintiffs discounted the maximum exposure by 65% for the risk of non-certification, and an additional 65% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of $275,653.18. Lidman Decl., ¶ 27.

<u>Defendant is Liable for PAGA Civil Penalties</u>: Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Lidman Decl., ¶ 28. Plaintiffs calculated Defendant's maximum exposure at $4,981,900. *Id*.; *see Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207 (finding "initial" violation rate applies until employer is notified that it is violating a Labor Code provision).

Defendant argues that Plaintiffs' PAGA claim will fail for the same reasons that her underlying claims will fail. Lidman Decl., ¶ 29; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147

("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendant also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiffs' claims. Lidman Decl., ¶ 29; *See* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc*. (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc*. (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from $2.8 million to $500,000). Therefore, Plaintiffs discounted the maximum exposure figure by 55% for a risk of being unsuccessful on the merits, and an additional 65% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of $784,649.25. Lidman Decl., ¶ 29.

E. THE SETTLEMENT IS WITHIN THE RANGE OF POSSIBLE APPROVAL

Using these estimated figures for each of the claims described above, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately $2,344,807.28. Lidman Decl., ¶ 30. The proposed settlement of $750,000.00 therefore represents approximately 32% of the reasonably forecasted recovery for the Class. *Id*. Taking into account Defendant's arbitration agreements, preliminary approval is appropriate as the settlement will provide tangible monetary relief to Class Members, and will still provide an average recovery to Class Members of ***nearly $350.00.*** *Id*.

The proposed settlement reflects approximately 32% of the estimated recovery the Settlement Class could reasonably expect in light of the significant litigation risks, and will provide tangible monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure recovered in this case exceeds percentages routinely approved by courts. *See, e.g., 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. Thus, Plaintiffs submit that the proposed settlement is within the range of approval, such that notice should be provided to the Settlement Class so that they can consider the Settlement. The Court will have the opportunity to again assess the reasonableness of the Settlement after the time to opt-out or object has expired.

F. RISK, EXPENSES, COMPLEXITY, AND DURATION OF FURTHER LITIGATION, AND RISK OF MAINTAINING CLASS ACTION STATUS

Although the parties engaged in informal discovery throughout this action, the parties still had significant discovery to complete in formal litigation had the matter not settled. Lidman Decl., ¶ 32. Moreover, Plaintiffs still had to file for class certification, and faced the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or an adverse summary judgment ruling. *Id*. Even if the classes were certified, 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. Thus, this factor supports preliminary approval.

IV. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

California Rule of Court 3.769 conditions settlement of a class action on court approval, which is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of Civil Procedure. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322.

As further explained below, the Settlement Class satisfies the criteria for certification of a settlement class under California law because: (1) the Settlement Class is so numerous that joinder would be impractical; (2) common questions of law/fact predominate over individual questions such that class certification is the most efficient way to maintain this litigation; (3) Plaintiffs' claims are typical of the claims of absent Settlement Class Members; and (4) Plaintiffs and their counsel will fairly and adequately represent Settlement Class Members' interest. *See* Cal. Civ. Proc. § 382.

A. NUMEROSITY IS SATISFIED.

Here, the proposed Class consists of at least 1,142 members, and is therefore sufficiently numerous as to make joinder impracticable. *See* Lidman Decl., ¶ 14; *See, e.g., Bowles v. Sup. Ct.* (1955) 44 Cal.2d 574 (holding a class representing 10 beneficiaries of a trust sufficiently numerous). Thus, numerosity is satisfied.

Further, the class is "ascertainable" because it is defined as "all individuals whom Defendant Kuhns Enterprises, Inc. dba Brand Enhance Parking & Hospitality classified as non-exempt employees and who worked for Defendant in California at any time during the Class Period" and such members can be identified from Defendant's personnel/business records. Lidman Decl., ¶ 14.

B. COMMONALITY IS SATISFIED.

The focus in a certification dispute is not the merits, but rather on what types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug Store, Inc. v. Superior Court (Rocher)* (2004) 34 Cal.4th 319, 327.

Here, Plaintiffs allege Class Members' claims arise from Defendant's common, uniform policies and practices that applied to Class Members during the class period. Lidman Decl., ¶ 15. Specifically, Plaintiffs alleged that Defendant's common and uniform policies and practices resulted in the following violations: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to reimburse necessary business expenses; (7) waiting time penalties; (8) unfair competition; and (9) liability for civil penalties under the PAGA. *Id*. As a result of the common and uniform policies and practices that applied to all Class Members, their claims involve common questions of law and fact as to whether in fact Defendant committed these alleged violations. *Id*.

These alleged practices result in common questions as to the affected Class Members. *See e.g.*, *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, 726.

C. TYPICALITY IS SATISFIED.

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347. Here, Plaintiffs' claims are typical of those held by the members of the proposed Class. Plaintiffs were employed by Defendant during the Class Period as a non-exempt employees and were subject to Defendant's wage and hour policies at issue in this case. *See* Perez Decl., ¶ 2; Quiroz Decl., ¶ 2. Further, Plaintiffs were allegedly injured by the same challenged policies that allegedly injured the Class as a whole. Perez Decl., ¶¶ 2-5; Quiroz Decl., ¶ 2-5. Given that Defendant's policies and practices applied to all non-exempt employees, Class Members possess a similar interest and have suffered similar alleged injuries as Plaintiffs. Accordingly, typicality is satisfied.

D. ADEQUACY IS SATISFIED.

The adequacy requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Services* 155 (2007) Cal.App.4th 676, 697. Here, there are no apparent conflicts of interest between Plaintiffs and the Class they seek to represent. Perez Decl., ¶ 12; Quiroz Decl., ¶ 11. Indeed, Plaintiffs' interests are aligned with those of the Class Members, as they all seek monetary relief under the same facts and legal theories. Additionally, Class Counsel does not have any conflict of interest with the Class. Lidman Decl., ¶ 33; *See McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450-51.

Further, Class Counsel also have extensive experience in wage and hour class action litigation and have vigorously litigated this case. *See* Lidman Decl., ¶¶ 2-8; Moore Decl., ¶¶ 2-5; Gose-Hardy Decl. ¶¶ 2-4; Haines Decl., ¶¶ 2-8. 8.

V. <u>SETTLEMENT AGREEMENT</u>

A. THE BASICS

1. <u>Class Definition and Release Period</u>

The proposed Settlement Class is defined as "individuals whom Defendant Kuhns Enterprises, Inc. dba Brand Enhance Parking & Hospitality classified as non-exempt employees and who worked for Defendant in California at any time during the Class Period." Settlement, ¶ 1.5. For purposes of this Settlement Agreement, the "Class Period" means the period of time starting on March 6, 2021 and ending on February 8, 2026. Settlement, ¶ 1.12.

2. <u>Aggrieved Employees and PAGA Period</u>

The proposed Aggrieved Employees are defined as "individuals whom Defendant Kuhns Enterprises, Inc. dba Brand Enhance Parking & Hospitality classified as non-exempt employees and who worked for Defendant in California at any time during the PAGA Period." Settlement, ¶ 1.4. For purposes of this Settlement Agreement, the "PAGA Period" means the period of time starting on March 6, 2024 and ending on February 8, 2026. Settlement, ¶ 1.31.

B. RELEASE OF CLAIMS

1. <u>Scope of Participating Class Members' Release</u>

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or ascertained in the course of the Action and which occurred during the Class Period. The claims released include, without limitation: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to pay sick wages at the correct rate; (7) failure to indemnify all necessary business expenses; and (8) unfair competition in violation of Business and Professions Code section 17200, *et seq*. premised on the above claims; and violation of or liability under California Labor Code under sections 204, 226 *et seq*., 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2802, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Settlement, ¶ 6.2.

2. <u>Scope of Aggrieved Employees' Release</u>

All Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice and/or ascertained in the course of the Action and which occurred during the PAGA Period. The claims released include, without limitation: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay meal period premiums; (4) failure to provide all legally required rest periods or pay rest period premiums; (5) failure to provide accurate, itemized wage statements; (6) failure to pay sick wages at the correct rate; (7) failure to reimburse necessary business expenditures; and (8) failure to maintain accurate records, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs. Settlement, ¶ 6.3.

3. <u>Releases Effective Date</u>

The releases described above are effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. Settlement, ¶ 6.

C. MONETARY TERMS OF SETTLEMENT

1. <u>Gross Settlement Amount and Timing of Payment</u>

If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount ("GSA") of

$750,000.00.[2] Lidman Decl., ¶¶ 13, Exh. 2 (Settlement, ¶ 3.1). Significantly, this Settlement is **<u>non-reversionary</u>**, and no Settlement Class member will have to submit a claim form to receive a Settlement Award. *Id*. Each Settlement Class member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. *Id*.

Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. *See* Settlement, ¶ 5.3.

2. <u>Deductions from Gross Settlement Amount</u>

The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	**$750,000.00**
Minus Court-approved attorneys' fees (update to 1/3 of GSA):	$250,000.00
Minus Court-approved, verified costs (up to $30,000.00):	$30,000.00
Minus Court-approved Class Representative Service Awards:	$15,000.00
Minus Settlement Administration Costs:	$16,500.00
Minus PAGA Penalties:	$50,000.00
Net Settlement Amount ("NSA"):	**$388,500.00**
Settlement Class Members:	1,142
Average Individual Payment:	**$340.19**

After deducting amounts for the Court-approved attorneys' fees and verified costs, Class Representative Service Payments to Plaintiffs, Settlement Administrator costs, and the PAGA Penalties, the Settlement results in a Net Settlement Amount ("NSA") of at least $388,500.00 to be paid out to all Settlement Class Members who do not timely opt out. Lidman Decl., ¶ 13; Settlement, ¶ 4.4.

Therefore, this calculation of $388,500/1,142 = $340.19, assumes the Court approves the requested

[2] Based on its records, Defendant estimates that there are approximately 1,142 Class Members who worked a total of 75,306 Workweeks during the Class Period. If the actual number of Workweeks worked during the Class Period is more than 10 percent greater that this figure (i.e., there are 82,837 or more Workweeks worked by the Class Members), Defendant shall have the sole option to: (i) cut off the Class Period, PAGA Period, and release periods on the date on which the aggregate workweeks is closest to, without exceeding, 82,837 Workweeks worked by the Class Members; or (ii) increase the Gross Settlement Amount on a proportional percentage basis (*i.e*., if there was a 11% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). Settlement, ¶ 9.

attorneys' fees, maximum attorneys' costs, enhancement awards, settlement administration costs, and PAGA Penalties. Lidman Decl., ¶¶ 13-14. This calculation also assumes that all 1,142 putative class members participate in the settlement and do not submit timely requests for exclusions. *Id*.

3. Class Representatives Service Payments

Incentive awards are 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 reputational risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393-94.

Plaintiffs will apply for a service payment at the time of seeking final approval in the amount of $7,500.00 each – or total of $15,000.00. Lidman Decl., ¶ 33; Settlement, ¶ 4.2.1.; Perez Decl., ¶ 13; Quiroz Decl., ¶ 13. As will be fully briefed at the time of final approval, Plaintiffs' requested service awards 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, attending multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation, as well as the significant risks Plaintiffs undertook by agreeing to serve as a named plaintiff in this case, and the fact that Plaintiffs have agreed to general releases of all claims subject to a waiver of Civil Code § 1542. *See* Lidman Decl., ¶ 31; Perez Decl., ¶ 13; Quiroz Decl., ¶ 13; Settlement ¶ 4.2.1.

The Class Representative Service Payment awarded by the Court shall be paid by the Settlement Administrator to Plaintiff from the Gross Settlement Amount within 14 days after Defendant fully funds the Gross Settlement Amount. Settlement, ¶ 5.4.

4. Attorneys' Fees and Costs

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.* (2016) 1 Cal.5th 480, 506. Class Counsel's request for fees of one-third of the GSA is well within the range of reasonableness, and indeed is considered the typical rate for common fund settlements.

Here, Class Counsel will apply for an attorneys' fees award of one-third of the GSA, which is currently estimated to be $250,000.00, and up to $30,000.00 in verified costs reimbursement. *See* Settlement, ¶ 4.2.2.; Lidman Decl., ¶ 31. Plaintiffs submit the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis.

Lidman Decl., ¶ 31. Further, Plaintiffs have provided written approval of the split of attorneys' fees in this action. Lidman Decl., ¶ 32. Class Counsel has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research, analyzing timekeeping data and payroll records, drafting a mediation brief, preparing for and attending mediation, reviewing Defendant's financial documents, negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the case. Lidman Decl., ¶ 31. Class Counsel expect to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding questions from Class Members, preparing the final approval papers and attending the Final Approval hearing. *Id*.

Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees and verified litigation costs at the time of seeking final approval of the Settlement, which will include a lodestar analysis. Class Counsel's fees and costs awarded by the Court shall be paid by the Settlement Administrator to Class Counsel from the Gross Settlement Amount 14 days after Defendant fully funds the Gross Settlement Amount. Settlement, ¶ 5.4.

5. Payroll Taxes

The Settlement provides that Defendant's payroll taxes shall be paid separately from, and in addition to, and the Class Settlement Amount. Settlement ¶ 4.1. The employer-side taxes shall be deposited with the Gross Settlement Amount. Settlement ¶ 5.3.

6. Payment Formula

There were approximately 1,142 total Class Members as of the date of mediation. Lidman Decl., ¶ 14. An Individual Class Payment 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. Settlement, ¶ 4.2.4. Thus, the average Individual Class Payment is **$340.19**. Lidman Decl., ¶ 14.

Additionally, there were approximately 720 Aggrieved Employees. Lidman Decl., ¶ 14. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($17,500.00) 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 Period Pay Periods. Settlement, ¶ 4.2.7.1. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. *Id.* Thus, the average Individual PAGA Payment is projected to be approximately **24.31.** Lidman Decl., ¶ 14.

7. Tax Allocation

33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). Settlement, ¶ 4.2.4.1. The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. *Id*. 67% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). *Id*. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. *Id.*

8. PAGA Penalty

The parties have agreed to a PAGA Penalties award of $50,000.00 and in accordance with California Labor Code section 2699(i), the LWDA will receive 65 % of the amount attributable to PAGA penalties – or $32,500.00. Settlement ¶ 4.2.7. This $32,500 represents roughly 4 % of the $185,000.00 Gross Settlement Amount and is above the typical zero to two percent range for PAGA claims approved by Courts. *See, e.g., In re M.L. Stern Overtime Litig*., No. CV 07-0118 BTM (JMAx), 2009 WL 995864, at *1 (S.D. Cal. Apr. 13, 2009) (approving PAGA settlement of 2 percent, or $20,000); *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 589 (2010) (approving settlement of wage and hour class action claims and PAGA claims under which no money was allocated to the PAGA claims).

VI. NOTICE ADMINISTRATION

A. SETTLEMENT ADMINISTRATOR

Phoenix Settlement Administrators ("Phoenix") costs are estimated not to exceed $16,500.00. *See* Declaration of Jodey Lawrence in support of Plaintiff's Motion for Preliminary Approval filed concurrently herewith ("Lawrence Decl."). This request is reasonable in light of the proposed class size of approximately 1,142 Settlement Class Members, and the costs and expenses associated with administering the notices and distributing the awards.

Phoenix has extensive experience administering class action matters. Lawrence Decl., ¶¶ 5-7. Phoenix has administered complex wage and hour, labor and employment, consumer/ product liability, TCPA, FLSA, FACTA, ERISA, and PAGA class action matters though final approval and distribution.

Id. Phoenix has developed a system of quality assurance measures to ensure the highest quality service is provided in our cases and to class members. Lawrence Decl., ¶ 5.

Class Counsel does not have any conflict of interest with Phoenix. Lidman Decl., ¶ 34. Defendant nor its counsel have any conflict of interests with Phoenix as the proposed settlement administrator.

B. CLASS LIST FROM DEFENDANT

No later than 15 calendar days after entry of an order preliminarily approving the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. Settlement, ¶ 5.2.

To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Settlement, ¶ 5.2.

C. CLASS LIST UPDATED PRIOR TO INITIAL MAILING AND MAILING

Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. Settlement, ¶ 8.4.3. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice. *Id*.

D. NOTICE COMPLIES WITH CAL. RULES OF COURT, RULE 3.766(D)

The content of the proposed Class Notice satisfies California Rule of Court 3.766(d) because it advises Class Members of the nature of the claims, basic contentions and denials of the parties, and the key terms of the Settlement, the 60-day deadline to opt-out or object to the Settlement and the procedures by which to do so, explains the recovery formula and expected recovery amount for each Class Member, provides them the opportunity to contest their total workweeks included in the notice, and advises them that they will be bound by the terms of the Settlement if they do not opt-out. *See* Settlement, Exh. A. The proposed Class Notice will also notify Class Members of the final approval hearing date and provides Class Members the contact information for Class Counsel, and advises Class Members that they may enter an appearance through counsel if they wish to. This manner of giving notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching Settlement Class Members.

E. PROCESSING OF PAYMENTS

Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Settlement, ¶ 5.4. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. *Id*.

Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. Settlement, ¶ 5.4.1.

F. UNDELIVERABLE SETTLEMENT NOTICES

Not later than three business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. Settlement, ¶ 7.4.4. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. *Id*. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. *Id*.

The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Settlement, ¶ 4.4.1. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). *Id*.

VII. <u>RESPONSES TO SETTLEMENT NOTICE</u>

A. REQUESTS FOR EXCLUSION

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, e-mail, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). Settlement, ¶ 7.5.1. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the

Settlement and includes the Class Member's name, address and e-mail address or telephone number. *Id*. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. *Id*.

B. RE-MAILED NOTICES

The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. Settlement, ¶ 8.4.5. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice. *Id*.

C. OBJECTION PROCEDURES

Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment. Settlement, ¶ 8.7.1.

Participating Class Members may send written objections to the Administrator, by fax, e-mail, or mail. Settlement, ¶ 7.7.2. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. *Id*. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed). *Id*.

VIII. <u>DISTRIBUTION OF UNCASHED FUNDS</u>

The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Settlement ¶ 5.4.1. The Administrator will cancel all checks not cashed by the void date. *Id*.

For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). Settlement ¶ 5.4.3.

IX. CONCLUSION

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

Dated: March 20, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman

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