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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RICARDO ANTONIO PEREZ FLORES, an individual, on behalf of himself and others similarly situated, Plaintiff, v. L.A. HARDWOOD FLOORING, INC., a California Corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 22STCV26518 CLASS ACTION Assigned for All Purposes To: Hon. David S. Cunningham III Dept.: 11 – Spring Street Courthouse **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** *[Filed concurrently with Declarations of Enoch J. Kim, Ricardo Antonio Perez Flores, and Stacey Shim; [Proposed]Order; and [Proposed]Judgment]* Date: December 5, 2025 Time: 10:00 a.m. Dept: 11 Original Complaint Filed: August 16, 2022 First Amended Complaint Filed: October 25, 2022 Trial Date: None Set

PLEASE TAKE NOTICE that on December 5, 2025 at 10:00 a.m. in Department 11 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Ricardo Antonio Perez Flores ("Plaintiff"), on behalf of himself and all persons similarly situated, will and hereby does move this Court pursuant to California Code of Civil Procedure § 382 and California Rule of Court, Rule 3.769 for an order of final approval of the class action settlement, which will accomplish the following: certify the Class for settlement purposes only; approve the class action settlement embodied in the parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"); confirm Plaintiff as the Class Representative; confirm the appointment of Class Counsel; approve the Class Representative Service Payment to the Class Representative; approve Class Counsel's application for attorney's fees and litigation costs; and enter judgment approving the class action settlement.

Pursuant to Labor Code § 2699.3(b)(4), the parties also seek approval of the proposed Settlement's allocation of funds to claims made under the Private Attorneys General Act of 2004 ("PAGA").

The grounds for this Motion, as set forth in the attached memorandum of points and authorities and supporting declarations, are that this is a fair and reasonable Settlement that benefits the Class and was the product of informed, non-collusive negotiations by Parties who were represented by experienced and able counsel. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996); Manual for Complex Litigation, (Second), § 30.44 (1985).

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Plaintiff bases this Motion on this Notice and the accompanying Memorandum of Points and Authorities, the Declarations of Enoch J. Kim, Ricardo Antonio Perez Flores, and Stacey Shim from Apex Class Action LLC, the complete pleadings, records and files in the case, and such other further oral and documentary evidence which may be submitted at or before the hearing on this Motion.

DATED: November 10, 2025

D.LAW, INC.

By: ______________________________

Emil Davtyan
Alvin B. Lindsay
David Yeremian
Enoch J. Kim
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Attorneys for Plaintiff RICARDO ANTONIO PEREZ FLORES, on behalf of himself and others similarly situated

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On June 12, 2025, this Court entered an Order Granting Plaintiff's Motion for Preliminary Approval ("Preliminary Approval Order") of the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into by plaintiff Ricardo Antonio Perez Flores ("Plaintiff") on behalf of all individuals who are or were employed by defendant L.A. Hardwood Flooring, Inc. ("Defendant") (collectively, "the Parties") as a non-exempt hourly employee in California at any time during the Class Period, which is August 16, 2018 through June 10, 2025 ("Class Members" or "Class"). Under the Settlement, the wage and hour claims of 98 Class Members who did not opt out ("Participating Class Members") will be resolved for $130,000.00.

Notice of the Settlement was distributed in accordance with the Court's Preliminary Approval Order, and the response was excellent. **Zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks, and **zero opted out** of the Settlement. (Declaration of Enoch J. Kim ("Kim Decl."), ¶ 11; Declaration of Stacey Shim ("Shim Decl."), ¶¶ 11-13.) The fact that there was a 100% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate. (Kim Decl*.*, ¶ 12.) The average Individual Class Payment is estimated to be approximately **$586.50 per Participating Class Member**, the highest payment is estimated to be approximately **$1,938.85**, and the lowest payment is estimated to be approximately **$1.56**. (Shim Decl., ¶ 16.) In the opinion and experience of Class Counsel, the Settlement is fair, adequate, and reasonable and will convey a substantial benefit to all Class Members. (Kim Decl., ¶ 12.)

The proposed Settlement satisfies the criteria for final settlement approval under California law. Consequently, Plaintiff moves this Court for an order: (1) certifying this lawsuit as a class action for settlement purposes only; (2) approving the class action Settlement embodied in the Parties' Settlement Agreement;[1] (3) confirming Plaintiff as the Class Representative; (4) confirming the appointment of

[1] To the extent any capitalized term is not defined in this motion, Plaintiff intends for the definition in the Parties' Settlement Agreement to be used. To the extent there are any conflicts between the definitions in the parties' Settlement Agreement and this motion, the definition in the Settlement Agreement controls.

D.Law, Inc. and David Yeremian & Associates, Inc. as Class Counsel; (5) approving Class Counsel's application for attorneys' fees of $43,333.33 ("Class Counsel Fees Payment") and reasonably incurred litigation costs of $7,689.37 ("Class Counsel Litigation Expenses Payment"); (6) approving the service payment to Plaintiff in the amount of $5,000.00 ("Class Representative Service Payment"); (7) approving the payment of the Administrator's invoice for costs of administration in the amount of $6,500.00 ("Administration Costs"); and (8) approving the PAGA Penalties consisting of $10,000.00, with 75% or $7,500.00 allocated to the California Labor and Workforce Development Agency ("LWDA") ("LWDA PAGA Payment"), and 25% or $2,500.00 allocated to the Aggrieved Employees and distributed on a *pro rata* basis ("Individual PAGA Payment"). (Kim Decl., ¶ 7.)

A. PROCEDURAL HISTORY

1. <u>Plaintiff's Claims</u>

On August 16, 2022, Plaintiff commenced a class action by filing a complaint alleging ten causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226; (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Violation of Labor Code § 2802; and (10) Violation of Business & Professions Code § 17200 *et seq*. (the "Action"). (Kim Decl., ¶ 3.)

Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending his PAGA Notice on August 16, 2022 (LWDA-CM-902149-22). (*Id.* at ¶ 4.) After the 65-day statutory period had passed, Plaintiff filed his First Amended Class Action Complaint on October 25, 2022 ("Operative Complaint"), which added an eleventh cause of action for penalties under the Private Attorneys General Act, Labor Code § 2698 ("PAGA"). (*Id.*)

The Parties agreed to explore early resolution via mediation and engaged in formal and informal discovery prior to both mediations. (Kim Decl., ¶ 5.) After exchanging and reviewing formal and informal discovery and participating in two mediations, the Parties reached a settlement. (*Id.*) On June 12, 2025, this Court entered an Amended Order Granting Plaintiff's Motion for Preliminary Approval of the Parties' Class Action and PAGA Settlement Agreement ("Preliminary Approval Order"). (*Id.*)

2. Plaintiff's Investigation[2]

Before filing the lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between Class Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case.

Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting formal and informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiff's personnel file and other documentation; (4) interviewing Plaintiff regarding potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California law and the facts and numbers provided by Defendant; and (7) reviewing information provided by Defendant in response to informal discovery and in advance of both mediations.

B. MEDIATION

On October 25, 2022, the Parties participated in an all-day mediation with William Kampf, a respected and highly experienced mediator in wage and hour class actions. (Declaration of Alvin B. Lindsay filed in support of Plaintiff's Motion for Preliminary Approval of the Parties' Memorandum of Understanding and Class and Private Attorneys General Act Settlement on December 18, 2024 ("Lindsay PA Decl.,") ¶ 6.) However, the Parties were unable to arrive at a resolution. (*Id.*) On February 19, 2024, the Partis participated in a second all-day mediation with William Kampf. (Lindsay PA Decl., ¶ 7.) During the second mediation, counsel for Plaintiff and Defendant discussed all aspects of the case, including the risks of litigation and the risks to both of the Parties, as well as the law and how it applied to the facts of this case. (*Id*. at ¶ 20.) Following a full day of mediation, the Parties agreed to general settlement terms to resolve the Action. (*Id.*) The Parties continued to work together, negotiating the long-form settlement terms following the second mediation, as set forth in the Settlement Agreement. (*Id.*) The Settlement is the product of extensive arm's-length negotiations between attorneys with

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[2] For a full discussion, *see* the Declaration of Alvin B. Lindsay in Support of Plaintiff's Motion for Preliminary Approval of the Parties' Memorandum of Understanding and Class and Private Attorneys General Act Settlement ("Lindsay PA Decl."), previously filed herein.

substantial experience litigating class actions and wage and hour cases. (Lindsay PA Decl., ¶¶ 87-95; Kim Decl., ¶ 6.)

C. THE TERMS OF THE SETTLEMENT

The amount available for distribution to Class Members who do not opt out of the Settlement is the Gross Settlement Amount of $130,000.00 less the following deductions: (1) a Class Counsel Fees Payment of $43,333.33 to Class Counsel for attorneys' fees; (2) a Class Counsel Litigation Expenses Payment of $7,689.37 for reimbursement of actual costs incurred; (3) up to $5,000.00 to the Class Representative for an enhancement payment ("Class Representative Service Payment"); (4) $6,500.00 for the settlement administration ("Administration Costs"); and (5) PAGA Penalties consisting of $10,000.00, with 75% or $7,500.00 allocated to the LWDA ("LWDA PAGA Payment"), and 25% or $2,500.00 allocated to the Aggrieved Employees and distributed on a *pro rata* basis ("Individual PAGA Payment"). (Kim Decl., ¶ 7.)

D. NOTICE TO THE CLASS MEMBERS

Following the entry of the Preliminary Approval Order, the Parties directed Apex Class Action, LLC ("Apex") to send out the court-approved notice form ("Class Notice"). (*See* Kim Decl., ¶ 9; *see also* Shim Decl., ¶ 4.) The notice process occurred according to the Court's Preliminary Approval Order. Apex sent the Class Notices to the last-known address of each Class Member. (Shim Decl., ¶ 6.) Of the 98 Class Members who were sent Class Notices, Apex received 15 returned Class Notices as undeliverable, and 12 Class Notices were re-mailed, with only 3 Class Notices deemed undeliverable. (Shim Decl., ¶¶ 7-10.) Here, the deadline for submitting a Request for Exclusion from Settlement, challenging the number of Workweeks, and objecting to the Settlement was August 28, 2025. (Shim Decl., ¶¶ 11-13; Kim Decl. ¶ 11.) As of the deadline, **zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks, and **zero opted out** of the Settlement. (*Id.*)

II. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

Plaintiff respectfully submits that the Court should grant final approval not only because the settlement is fair but also because public policy favors settlement over continued class-action litigation. *See, e.g., Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 ("Courts have long acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system."); *State v. Levi Strauss & Co.* (1986) 41 Cal. 3d 460, 471 ("[T]he consumer class action is an essential tool for the protection of consumers against exploitative business practices."); *Class Plaintiffs v. City Of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276 ("[S]trong judicial policy . . . favors settlements, particularly where complex class action litigation is concerned."); Conte & Newberg, *Newberg on Class Actions* (4th ed. 2002) § 11.41.

A. CRITERIA FOR SETTLEMENT APPROVAL

California Rule of Court 3.769 requires court approval of the settlement of class action lawsuits. Preliminary approval is merely the first of three steps that comprise the approval procedure for settlements of class actions. *See* Manual for Complex Litigation, Second §30.44 (1993); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The second approval step is the dissemination of notice of the settlement to all Class Members. *Id*. The third step is a final settlement approval hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented and Class Members may be heard. *Id.*

The first two stages have been completed here. Now, at the final approval stage, the decision facing the Court is whether the settlement is fair, adequate, and reasonable. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App 4th 224, 235. Among the relevant considerations in reaching this final determination are (1) the strength of plaintiff's case balanced against the benefits of the settlement, and (2) the complexity, expected duration, and expense of further litigation. *Id.; see also Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

In evaluating the fairness of a settlement proposal, courts must give "proper deference to the private consensual decision of the parties," because "the Court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties." *Hanlon v. Chrysler Inc.* (9th Cir. 1998) 150 F. 3d 1011, 1027; *Dunk*, 48 Cal.App.4th, at 1801 ("Due regard should be given to what is otherwise a private consensual agreement between the parties.") Accordingly, the Court should take into account the informed recommendations of counsel and the Parties. *See Kirkorian v. Borelli,* (N.D. Cal.1988) 695 F.

Supp. 446, 451 (the recommendation of experienced counsel carries significant weight in the court's determination of the reasonableness of the settlement); *Vulcan So. Of Westchester County, Inc. v. Fire Department of White Plains* (S.D.N.Y. 1981) 505 F.Supp.955, 967 (same). A presumption of fairness exists where (1) the settlement is reached through arm's-length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. *Dunk, supra,* 48 Cal.App.4th at 1794.

Applying this final approval criterion evidence substantial grounds for granting this Motion.

B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL CRITERIA

1. <u>The Settlement Follows Substantial Investigation and Discovery and Is the Product of Serious, Informed, Non-Collusive Negotiations in Which Parties Were Represented by Experienced Counsel.</u>

The Settlement is the result of extensive negotiations, conducted at arm's length, and informed by substantial factual and legal investigations. (Kim Decl., ¶ 6.) Throughout this case, Plaintiff and Class Members have been represented by experienced counsel. (Lindsay PA Decl., ¶¶ 87-95.)

Class Counsel have devoted a substantial amount of time on this case, including but not limited to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings; conducting formal and informal discovery; meeting and conferring with defense counsel; preparing for class certification; reviewing and analyzing the documents produced by Defendant; regularly communicating with Plaintiff; preparing for and attending two mediations; negotiating and finalizing the Memorandum of Understanding and Settlement Agreement, including several revisions thereof; drafting documents for preliminary and final approval, including documents for the administration of the Settlement; and coordinating and overseeing the administration of the Settlement. (Kim Decl., ¶ 27.)

Among those matters considered during the course of settlement negotiations were the risks, expenses, and length of further litigation, including the appeals process; the present state of the law as it applies to wage and hour class actions; the present value of a settlement versus the long wait occasioned by any potential judgment in favor of the Class; and the burdens of proof necessary to establish liability against Defendant's defenses to the Action. These factors each indicated that the interests of Class Members are best served by a settlement of this Action as set forth in the Settlement Agreement. Moreover, as experienced litigators in employment class action cases, Class Counsel believes that the Settlement is fair and reasonable and serves the best interests of the Class Members. (Lindsay PA Decl., ¶¶ 87-95; Kim Decl., ¶ 12.)

2. The Settlement is Reasonable and Therefore Falls within the Range of Approval by this Court.

Significant in evaluating the foregoing $130,000.00 Settlement are the risks at trial (or an appeal), as well as the costs of continuing the litigation. Defendant contends that the Class would not be able to establish its entitlement to relief it is seeking and promised to mount a vigorous defense. (Lindsay PA Decl., ¶¶ 38-56). On the other hand, Plaintiff believes that there is ample evidence to support the class allegations. (*Id*.) Under these circumstances, and in light of the risks inherent in further litigation, it was reasonable for Plaintiff and Class Counsel to elect to settle the action. Plaintiff appreciates that, in addition to the litigation risks of continued proceedings, the proceeding itself would be potentially complicated and expensive, and even if ultimately successful absent the settlement, Class Members might see no recovery until the lengthy appellate process is complete. In contrast, the Settlement provides immediate benefits to the Class.

From the evaluation of the benefits offered to the Class by the Settlement, as well as the expense, delay, and risk of going forward to trial, with subsequent appellate proceedings, the Settlement fairly, adequately, and reasonably achieves the goals of Plaintiff and advances the interests of the Class. In short, the settlement falls within the "the range of reasonableness" necessary for final approval. (Lindsay PA Decl., ¶ 96.)

3. Class Members Received the Best Practicable Notice.

California law vests the Court with broad discretion in fashioning an appropriate program to provide the best notice practicable.[3] *See Cartt v. Superior Court*, 50 Cal. App. 3d 960, 973-74 (1975); *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1392 (2010); *Cho v. Seagate Tech.*

[3] The California Supreme Court has authorized California's trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. *See Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971); *Green v. Obledo*, 29 Cal. 3d 126, 145-46 (1981). Where appropriate, therefore, the parties cite Federal Rule 23 and federal case law in addition to California law.

Holdings, Inc., 177 Cal.App.4th 734, 745-746 (2009); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985).[4] The content and method of notice should be designed to apprise the class members of the terms of the proposed settlement and of their rights to participate in, object to, or opt out of the settlement. *See Mullane*, 339 U.S. at 314; *In re Vitamin Cases*, 107 Cal. App. 4th 820, 828 (2003).

The Class Notice preliminarily approved by the Court met these requirements: it explained the nature of the litigation; the material terms of the Settlement; the amount of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment sought; how a Class Member could participate in, object to, or be excluded from the Settlement; and to whom to direct inquiries.

4. Zero Class Members Have Objected to the Settlement and Zero Class Members Have Opted Out of the Settlement.

A presumption of fairness exists where the percentage of objectors and opt-outs is small. *7-Eleven Owners for Franchising v. Southland Corp.* (2000) 85 Cal. App.4th 224, 244; *Hanlon v. Chrysler Corporation* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. Here, the deadline for submitting a Request for Exclusion from Settlement, challenging the number of Workweeks, and objecting to the Settlement was August 28, 2025. (Shim Decl., ¶¶ 11-13; Kim Decl. ¶ 11.) As of the deadline, **zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks, and **zero opted out** of the Settlement. (*Id.*)

5. The Service Payment to Plaintiff Is Reasonable and Fair.

Class action settlements typically provide for an incentive or enhancement payment to the named plaintiff for bringing and helping to prosecute the action. Courts routinely approve these supplemental payments. *See Newberg on Class Actions* at § 12.46; *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294; *Bogosian v. Gulf Oil Corp.* (E.D. Pa. 1985) 621 F. Supp. 27 (award of $20,000.00 each to two class representatives in antitrust case); *Bryan v. Pittsburgh Plate Glass Co. (PPG Industries, Inc.)* (W.D. Pa. 1973) 59 F.R.D. 616, 617, *aff'd* 494 F.2d 799 (3d Cir.), *cert. denied* in *Abate v. Pittsburgh Plate Glass Co.* (1974) 419 U.S. 900. As the *Staton* court noted:

[4] *See also Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175-75 (1974) (individual notice must be sent to all class members who can be identified through reasonable efforts); *Mullane v. Central Hanover Bank & Trust Company*, 339 U.S. 306, 314 (1950) (best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections").

> [N]amed plaintiffs . . . are eligible for reasonable incentive payments. The district court must evaluate their awards individually, using relevant factors includ[ing] the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefited from those actions, . . . the amount of time and effort the plaintiff expended in pursuing the litigation . . . and reasonabl[e] fear[s] of workplace retaliation.

Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (citation omitted).

The retaliation issue identified in *Staton v. Boeing* extends outside the immediate workplace. It is common knowledge that the modern-day workforce is quite mobile, with employees holding several jobs in a career during their lifetime. Few people want to confront their employers, let alone sue them. (Kim Decl., ¶ 39.) By suing his former employer, Plaintiff contends that he increased the risk of retaliation by prospective employers to which he may apply in the future. (*Id.*)

But Plaintiff did not allow his fear of the potential repercussions of being a Class Representative deter him from acting for the benefit of Class Members. (Kim Decl., ¶ 40.) He has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. (*Id.*; *see also* Declaration of Ricardo Antonio Perez Flores filed in support of Plaintiff's Motion for Preliminary Approval of the Parties' Memorandum of Understanding – Class and Private Attorneys General Act Settlement on December 18, 2024 ("Flores PA Decl.,") ¶¶ 9-10.) Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant and their wage-and-hour practices; reviewed documents; produced documents; monitored the progress of the litigation; took the time to apprise himself of the facts, issues, and law regarding the claims at issue, and spent time with Class Counsel discussing the terms of the Settlement and reviewing and executing the Settlement Agreement. (Kim Decl., ¶ 40.) In the end, Plaintiff decided to vindicate not only his own rights but also those of his co-workers. (Kim Decl., ¶ 38.)

Plaintiff has diligently, adequately, and fairly represented Class Members and has not placed his interests above any member of the putative Class. (Kim Decl., ¶ 41.) Class Counsel believes that Plaintiff is entitled to a Class Representative Service Payment for the time and effort he has devoted to this case. (*Id.*) For purposes of Settlement, Defendant has agreed not to oppose it. (*Id.*) Such payments to class representatives are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them. (*Id.*)

Not only have Plaintiff's efforts been instrumental in generating a substantial benefit for Class Members, but—significantly—not a single Class Member has objected to the requested service payment. (Shim Decl., ¶ 12.) Plaintiff therefore respectfully requests the Class Representative Service Payment sought in the amount of $5,000.00 for his efforts and initiative in bringing and helping prosecute this Action. (Kim Decl., ¶ 41; Flores PA Decl. ¶¶ 1-16.)

6. <u>The Payment of Attorneys' Fees Is Reasonable and Therefore Falls within the Range of Approval by the Court.</u>

(i) <u>The Requested Award of Attorneys' Fees Is Justified Based on the Percentage-of-the-Benefit Method.</u>

The California Supreme Court recently held that "when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." *Laffitte v. Robert Half Intern. Inc.* (Aug. 11, 2016) 205 Cal.Rptr.3d 555, 573. Indeed, courts may use the "percentage method for its primary calculation of the fee award. The choice of a fee calculation method is generally one within the discretion of the trial court, the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts." *Id.*

The requested Class Counsel Fees Payment for attorneys' fees in this case consists of one-third of the Gross Settlement Amount (or $43,333.33). This percentage is commensurate with both the Settlement and Plaintiff's contingency fee agreement.[5] The requested attorneys' fees are fair and reasonable under California's fee-shifting jurisprudence.[6] And it is consistent with the percentage of the common fund awarded to counsel in cases similar in character and geographical location to this one. (*See* Kim Decl., ¶ 32-36.)

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[5] The award of attorneys' fees and costs in this case is intended to reimburse Class Counsel for all of the uncompensated work that they have already performed and for all of the work they will continue to perform in carrying out and overseeing the administration of the Settlement. Plaintiff in this action signed a contingency-fee agreement stating that Class Counsel could receive a fee under certain scenarios that exceed one-third of the recovery, as much as 40%. (Kim Decl., ¶¶ 32-36.)

[6] Moreover, the Labor Code specifically provides for an award of attorneys' fees and costs for some of employees' claims. *See, e.g.*, Lab. Code § 226. Plaintiff is also entitled to an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

An award of attorneys' fees equivalent to one-third of the common fund is also well below fees awarded in other wage and hour class action settlements. *See Crandall v. U-Haul* (Los Angeles County Sup.Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup.Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup.Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.,* Alameda County Sup. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage. (Kim Decl., ¶ 35.)

The amount requested here will fairly compensate Class Counsel for their successful prosecution of this case, taking into account the quality, nature, and extent of counsel's efforts, the outstanding results achieved, the fact that no one objected to the fee amount and the fact that the amount of fees for which approval is sought is significantly less than legal precedent. Class Counsel has litigated numerous class actions and submits that this settlement was possible owing to Class Counsel's experience with such cases. (Lindsay PA Decl., ¶¶ 87-95.) Class Counsel's diligent, efficient, and creative pursuit of this matter positioned Plaintiff to settle this action successfully, affording redress to the entire Class and avoiding the inevitable expense and risk attendant to protracted litigation. In sum, it was through the efforts of Plaintiff and Class Counsel that the considerable benefits of the Settlement were obtained.

In light of the foregoing, the fee request in an amount equal to one-third of the Gross Settlement Amount, or $43,333.33, as agreed upon in the Settlement, is well within the bounds that have been established by the above-cited authority.

(ii) The Requested Award of Attorneys' Fees Is Also Justified Based on the Lodestar Method.

Although *Laffitte* makes it clear that a lodestar cross-check is not necessary, Class Counsel's lodestar calculation nevertheless also supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award owing to the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. (Kim Decl., ¶ 16.) For this reason, the Court should approve the rates of Class Counsel as reasonable in conjunction with awarding the requested fees and any lodestar calculations it makes when evaluating the request.

Moreover, the *Serrano* factors all militate in favor of the requested fee award. (Kim Decl., ¶ 26.) This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. (*Id.*) This case was not straightforward. (Kim Decl., ¶ 27.) Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. (*Id.*) Class Counsel then had to develop the evidence necessary through formal and informal discovery to establish Defendant's potential liability. (*Id.*) This was done through carefully sifting through hundreds of pages of documents. (*Id.*)

In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the Settlement. (Kim Decl., ¶ 28.) To this end, Class Counsel has devoted a tremendous amount of time and energy. (*Id.*) This time commitment was necessary in order to research, construct, and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. (*Id.*) Class Counsel zealously represented Plaintiff and the Class and have obtained a favorable result. (*Id.*)

Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, which have fizzled out for one reason or another, leaving Class Counsel completely without any compensation for their effort. (Kim Decl., ¶ 29.) Here, Class Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. (*Id.*) Nor could class certification be guaranteed. (*Id.*) However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result and have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee-basis. (*Id.*)

From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable. Class Counsel conservatively estimates that it invested over 201.6 hours of attorney time in this matter. (Kim Decl., ¶¶ 14, 23.) Senior Attorney Enoch Kim invested at least 4.4 hours for a total of $4,598.00 in attorneys' fees ($1,045/hr x 4.4 hours = $4,598.00). Senior Attorney Alvin B. Lindsay invested approximately 92.9 hours for a total of $117,054.00 ($1,260/hr x 92.9 hours = $117,054.00). Associate Attorney Samantha Smith invested approximately 9.0 hours for a total of $8,550.00 in attorneys' fees ($950/hr x 9.0 hours = $8,550.00). Associate Attorney Melissa Rodriguez invested approximately 82.0 hours for a total of $38,950.00 in attorneys' fees ($475/hr x 82.0 hours = $38,950.00). Associate Attorney Arianna Razi invested approximately 13.3 hours for a total of $6,317.50 in attorneys' fees ($475/hr x 13.3 hours = $6,317.50). Therefore, Class Counsel has collectively incurred at least 201.6 hours and $175,469.50 in fees, thus eliminating the need to use a multiplier. (Kim Decl., ¶¶ 23-25.)

(iii) <u>The Requested Costs Award Is Reasonable</u>

The preliminarily approved settlement calls for the payment of up to $10,000.00 for Class Counsel's costs. (Kim Decl., ¶ 37.) As of the date of the filing of this Motion, the actual total costs incurred in litigating this Action for Class Counsel are $7,689.37. (*Id.*) Class Counsel's incurred costs include, but are not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. (*Id.*) Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of $7,689.37, with the difference of the costs allocated in the Settlement Agreement and actual costs incurred to be reverted to the Net Settlement Amount. (*Id.*)

III. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE

The Class is defined in the Settlement Agreement as: "All persons employed by Defendant in California and classified as non-exempt hourly employees who worked for Defendant during the Class Period, which is August 16, 2018 through June 10, 2025." (Settlement Agreement ¶¶ 1.5, 1.13.)

A. THE LEGAL STANDARD

Section 382 of the Code of Civil Procedure provides that "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all. Code Civ. Proc. § 382. Class certification under § 382 is appropriate when "(1) [t]here [is] . . . an ascertainable class; and (2) there [is] . . . a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." *Daar v. Yellow Cab Co.*(1967) 67 Cal. 2d 695, 704 (citations omitted). The community-of-interest requirement itself embodies three factors: "(1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

Any doubt as to the appropriateness of class treatment should be resolved in favor of class certification, subject to later modification if necessary. *Id*. at 473-475. The decision to certify a class is a purely procedural one and should be based on the allegations in the operative complaint and not in the perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co*. (2000) 23 Cal.4th 429, 439-441.

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B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT CLASS ARE SATISFIED.

1. <u>The Class Is Ascertainable.</u>

The class is readily ascertainable because all Class Members worked for Defendant within the relevant class period and have already been identified through Defendant's employee and payroll files. (Lindsay PA Decl., ¶ 77.) *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (finding that "[c]lass members are 'ascertainable' where they may be readily identified without unreasonable expense or time by reference to official records.").

2. <u>The Numerosity Requirement Is Satisfied.</u>

The numerosity requirement is fulfilled simply when the individual joinder of all class members would be impracticable. A proposed class numbering "as few as 40 class members should raise a presumption that joinder is impracticable," thus satisfying the numerosity requirement. *Newberg on Class Actions* § 3.5. Here, there are 98 Class Members. (Kim Decl., ¶ 10.) Therefore, joinder would be impracticable, and a class-wide proceeding is clearly preferable and appropriate.

3. <u>Common Issues of Law and Fact Predominate over Any Individual Issues.</u>

The court should grant class certification when questions of law and fact common to all Class Members predominate over any questions affecting only individual members. *Hicks v. Kaufman &Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 ("As a general rule, if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages. In order to determine whether common questions of fact predominate, the trial court must examine the issues framed by the pleadings and the law applicable to the causes of action alleged.").

The commonality and predominance requirements are "easily met," because "[when] the defendant has engaged in some course of conduct that affects a group of persons and gives rise to a cause of action, one or more of the elements of that cause of action will be common to all of the persons affected." *Gen'l Tel. Co. of Southwest v. Falcon* (1982) 457 U.S. 147, 155. Further, the fact that "calculation of individual damages may at some point be required does not foreclose the possibility of taking common evidence on [liability issues]." *Sav-on Drug Stores, Inc. v. Superior Court*(2004) 34

Cal.4th 319, 332 (holding that the legal question of whether the plaintiff-employees were nonexempt and therefore entitled to overtime was a common question that predominated over the individual questions of each employee's duties performed and hours worked); *Clothesrigger, Inc. v. GTE Corp.*(1987) 191 Cal. App.3d 605, 617 ("[T]he necessity for class members to prove their own damages does not mean individual fact questions predominate").

The scope of this case is narrowly focused on a specific class of persons employed by Defendant during a specific period of time. The common questions of law and fact in this case all stem from the claims that Class Members were not paid for all hours and did not receive meal and rest periods. Plaintiff and Class Members were subject to the same policies and practices and all sought the same remedies. These common issues predominate over individual issues because identical evidence establishes liability as to all Class Members. (Lindsay PA Decl., ¶¶ 82-83.) Under such circumstances, the commonality and predominance requirements are satisfied. *Stephens v. Montgomery Ward & Co., Inc.* (1987) 193 Cal. App. 3d 411, 421.

4. Plaintiff's Claims Are Typical.

A class representative's claims are typical of a class when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative class members, and if their claims rest on the same legal theories. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 ("[I]t has never been the law in California that the class representative must have identical interests with the class members."). Here, Plaintiff's claims are typical of Class Members' claims because they arise from the same factual basis and are based on the same legal theories. (Lindsay PA Decl., ¶ 79.) Accordingly, the typicality requirement is satisfied.

5. Plaintiff and Class Counsel Adequately Represent the Class.

The adequacy requirement is met by fulfilling two conditions: (1) the class representative must be represented by counsel qualified to conduct the pending litigation, and (2) the class representative's interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451.

Both conditions are met here. First, Plaintiff and the Class are represented by experienced and competent counsel. Class Counsel is qualified and has served as class counsel in numerous class actions. (Lindsay PA Decl., ¶¶ 87-95.) Thus, Class Counsel is "qualified, experienced, and generally able to conduct the proposed litigation." *Miller v. Woods* (1983) 148 Cal.App.3d 862, 875. Second, Plaintiff has no conflict with the Class, and his interests are aligned with those of the Class. As a result of his effort, Class Members will benefit from the Settlement. Accordingly, the adequacy requirement is satisfied.

6. Class Treatment Is Superior to the Alternatives.

Courts have long recognized that the class-action device often provides the sole procedural mechanism by which many individuals harmed by corporate wrongdoing can band together to achieve justice. Absent class treatment, similarly situated persons with relatively small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort, and expense required to prosecute individual actions. *See Hanlon, supra,* 150 F.3d at 1023. The United States Supreme Court has stated that "the policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. The class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor." *Amchem Prods. v. Windsor* (1997) 521 U.S. 591, 617 (citation and quotation omitted).

Other relevant considerations regarding superiority include the improbability that each class member will come forward to prove his or her separate claim and whether the class approach would serve to deter or redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435. In employment cases, concerns such as fear of the employer, lack of representation, size of claim, and the employee's perception about the difficulty of litigation, increase the likelihood that an employer will not be held accountable. Acknowledging these concerns, courts have noted that "[t]he risk entailed in suing one's employer are such that the few hardy souls who come forward should be permitted to speak for others when the vocal ones are otherwise fully qualified." *St. Marie v. Eastern RR Ass'n* (S.D.N.Y. 1976) 72 F.R.D. 443, 449 (overruled as to damages and liability but not as to class certification). Here, the class approach serves to deter and redress the alleged wrongdoing by ensuring that all claims of Class Members are addressed.

Further, where, as here, the individual claims are relatively small and the socio-economic status and sophistication of the class members contrasts with that of the defendants, a class action is particularly appropriate because the size of the individual claims "would prove uneconomic for potential plaintiffs" to pursue individually, as "litigation costs would dwarf potential recovery." *Hanlon, supra,*150 F. 3d at 1023. These issues, from a practical standpoint, generally lead to the unbalanced situation where the employer is represented by counsel, but the employee who seeks redress is not. Each of the above reasons compels the conclusion that a class action is the preferred method of resolution for this case. (Lindsay PA Decl., ¶ 84.)

IV. CONCLUSION

For the reasons set forth herein, Plaintiff respectfully requests that this Court grant final approval of this Settlement and enter the companion order.

DATED: November 10, 2025

D.LAW, INC.

By:____________________________
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