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an individual on behalf of himself and others similarly situated

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

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF’S MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

*[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points and Authorities;
Declarations of 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

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1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am Senior Counsel at D.LAW, INC. and counsel for plaintiff Ricardo Antonio Perez Flores (“Plaintiff”), on behalf of himself and all other similarly situated employees of defendant L.A. Hardwood Flooring, Inc. (“Defendant”) (“Plaintiff and Defendant collectively referred to herein as “the Parties”).
2. All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement Agreement (“Motion”). Unless otherwise defined herein, all capitalized terms in this Motion will be used as such terms are defined and used in the Settlement.

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1 informal discovery and participating in two mediations, the Parties reached a settlement. On June
2 12, 2025, this Court entered an Amended Order Granting Plaintiff's Motion for Preliminary
3 Approval of the Parties' Class Action and PAGA Settlement Agreement ("Preliminary Approval
4 Order").

5 6. The Settlement is the product of extensive arm's-length negotiations between the
6 Parties. The Parties are represented by experienced class action attorneys. In order to reach the
7 Settlement, the Parties debated and discussed many difficult legal and factual issues. Moreover,
8 during the process, the Parties were required to make reasonable compromises in light of the facts,
9 issues, and risks presented in this Action. Class Counsel considered the uncertainty and risks of
10 further litigation, and the difficulties inherent in such litigation. Class Counsel also considered the
11 burdens of proof necessary to establish liability against Defendant and Defendant's defenses, the
12 length and complexity of the trial itself, and the risks of further delays and expenses arising from
13 possible appeals. Defendant contends that the Class would not be able to establish its entitlement
14 to the full extent of the relief it is seeking, and promised to mount a vigorous defense. On the other
15 hand, Plaintiff believes that there is ample evidence to support the class allegations. Assessment of
16 all of these factors indicated that the best interests of Class Members would be served by a
17 settlement of this Action in the manner and upon the terms set forth in the Parties' Class Action
18 and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement").

19 7. To reiterate, under the terms of the proposed Settlement, the amount available for
20 distribution to Class Members who do not opt-out of the Settlement is \$130,000.00 less the
21 following deductions: (1) up to \$43,333.33 to Class Counsel for attorneys' fees ("Class Counsel
22 Fees Payment"); (2) \$7,689.37 to Class Counsel for reimbursement of actual costs incurred in
23 prosecuting the Action ("Class Counsel Litigation Expenses Payment"); (3) up to \$5,000.00 to
24 Plaintiff Ricardo Antonio Perez Flores for the Class Representative Service Payment; (4) up to
25 \$6,500.00 for the Administration Costs to Apex Class Action, LLC ("Apex"); and (5) the PAGA
26 Penalties of \$10,000.00 for claims asserted under PAGA, of which 75% will be payable to the
27 California Labor and Workforce Development Agency ("LWDA") ("LWDA PAGA Payment")
28 and 25% will be payable to the Aggrieved Employees on a *pro rata* basis ("Individual PAGA

1 Payment”).

2 8. From my experience in wage and hour litigation, the present Settlement has
3 resulted in a substantial benefit to Class Members. In fact, the highest Individual Class Payment to
4 a Participating Class Member is currently estimated to be approximately \$1,938.85, the average
5 Individual Class Payment is currently estimated to be approximately \$586.50, and the lowest
6 Individual Class Payment is currently estimated to be approximately \$1.56. (Declaration of Stacey
7 Shim, filed concurrently herewith (“Shim Decl.”), ¶ 16.)¹

8 SETTLEMENT ADMINISTRATION

9 9. The settlement administration was fairly settled and administered. After the Court
10 entered the Preliminary Approval Order, on July 14, 2025, Apex sent the Class Notice to all 98
11 Class Members’ last-known mailing addresses using U.S. First Class Mail, and made significant
12 efforts to locate Class Members, including performing skip traces on those employees who could
13 not be located. (Shim Decl., ¶¶ 7 – 8).

14 10. Of the 98 Class Members who were sent the Class Notice, Apex received 15
15 returned Class Notices as undeliverable. (*Id.* at ¶ 8.) Apex conducted a computerized skip trace on
16 the 15 returned Class Notices in order to acquire updated addresses for the purpose of re-mailing
17 the Class Notices. (*Id.*) The skip trace effort resulted in obtaining 12 updated addresses, to which
18 Apex promptly re-mailed the Class Notices to those Class Members via U.S. First Class Mail. (*Id.*)
19 As of the date of the Administrator’s declaration, there have been 12 Class Notices re-mailed as a
20 result of Apex’s skip tracing efforts, and 3 Class Notices have been considered undeliverable as no
21 updated address was found despite conducting skip tracing. (*Id.* at ¶¶ 9 – 10.)

22 11. Class Notices were distributed in accordance with the Court’s Preliminary
23 Approval Order, and the response was excellent. Here, the deadline for submitting a Request for
24 Exclusion from the Settlement, challenging the number of Workweeks, and objecting to the
25 Settlement was August 28, 2025. (Shim Decl., ¶¶ 11 – 13). As of the deadline, **zero Class**
26 **Members objected** to the Settlement, **zero challenged** the number of Workweeks, and **zero**
27 **opted out** of the Settlement. (*Id.*) Therefore, there is a total of 98 Participating Class Members,
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¹ These calculations are based on Class Counsel’s actual costs of \$7,689.37.

1 representing 100% of the total 98 Class Members. (*Id.* at ¶ 14.)

2 12. The fact that there was a 100% participation rate indicates that the persons most
3 affected by Defendant's alleged practices and who stand to benefit most from the Settlement agree
4 that this is an outstanding result and a strong indication that the Settlement is fair and adequate,
5 and that Class Members found it to be so.

6 13. Apex requests Administration Costs of \$6,500.00. (*Id.* at ¶ 19.)

7 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

8 14. The preliminarily approved Settlement calls for the payment of up to \$43,333.33 in
9 attorneys' fees, plus up to \$10,000.00 of Class Counsel's costs (Class Counsel's actual costs in
10 this matter are \$7,689.37, which is less than the allocated amount in the Settlement Agreement).
11 This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial
12 work they have put into this case and the risk they assumed by taking it in the first place. The
13 attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they
14 have already done and for all the work they will continue to do in carrying out and overseeing the
15 administration of the Settlement. To provide the Court with an overview of the work done by
16 Class Counsel in this case, Class Counsel's contemporaneous time records substantiating the
17 201.6 hours worked is attached hereto as **Exhibit 1**. This detailed summary is intended to provide
18 the Court with sufficient detail to of the tasks performed in connection with specific motions,
19 events, or phases that track the progress of the litigation from our initial investigation through
20 settlement.

21 **The Lodestar Method**

22 15. Class Counsel's lodestar calculation supports the requested attorneys' fees. The
23 lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline
24 guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each
25 attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a
26 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the
27 geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13
28 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors:

1 (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the
2 extent to which the nature of the litigation precluded other employment by the attorneys, and (4)
3 the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of
4 establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

5 16. Class Counsel charges rates commensurate with the prevailing market rates in the
6 Los Angeles area for attorneys of comparable experience and skill handling complex litigation.

7 17. Working closely with the other attorneys in my firm, including on motions for
8 attorneys' fees, I am aware of the experience and achievements of the counsel involved in this
9 matter as well as the rates which would be charged if our work was on an hourly basis. Based on
10 this information, I believe that my rate and the rates of the attorneys in my firm are reasonable,
11 appropriate, and fully consistent with the market rate for attorneys with comparable expertise,
12 experience, and qualifications in Los Angeles.

13 18. I am Senior Counsel at D.Law where I manage the class action and PAGA
14 settlement department. I was admitted to the California Bar in December 2008. I received my J.D.
15 from Pepperdine University School of Law and B.S. from University of Southern California.
16 Since graduating from law school, I have dedicated virtually my entire career on the practice of
17 employment law. I have practiced employment law from the plaintiff's side, defense side, and
18 from an in-house position. I have significant experience specifically working on wage and hour
19 class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of
20 my experience coming from the plaintiff's side. Throughout the course of this litigation, I have
21 spent approximately 4.4 hours on this matter. My lodestar for my hours spent on this case amounts
22 to approximately \$4,598.00 (4.4 x \$1,045.00 = \$4,598.00). Given my experience and the focus of
23 my practice, if I were to charge for my type of work by the hour, my rate would be \$1,045.00 per
24 hour. A \$1,045.00 rate is warranted based on my years of experience in a highly specialized area
of law (17 years out of law school).

25 19. Attorney Alvin B. Lindsay graduated from the United States Military Academy at
26 West Point and then served as an Army Officer for 10 years in the Corps of Engineers. He then
27 earned his Juris Doctorate from Whittier Law School and has been practicing in California for
28 over twenty years. Since 2010, he has exclusively focused his practice on representing employees

1 including in wage-and-hour class and PAGA actions. During his career, he has represented
2 employees in many wage-and-hour class and PAGA action lawsuits as lead or co-lead counsel
3 (including in the Central, Southern, Eastern, and Northern Districts of California), and has been
4 successful in getting many contested class action cases certified and has secured class and PAGA
5 settlements for many millions of dollars against a range of defendants, including Fortune 500
6 companies. He is experienced and qualified to evaluate the representative claims, to evaluate
7 settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.
8 Throughout the course of this litigation, attorney Alvin B. Lindsay estimates he has spent at least
9 92.9 hours litigating this matter. Accordingly, Mr. Lindsay's lodestar in this matter is \$117,054.00
10 ($92.9 \times \$1,260.00 = \$117,054.00$). If Mr. Lindsay were to charge a rate for this type of work by
11 the hour, given his experience and the focus of his practice, his current hourly rate would be
12 \$1,260.00 per hour. A \$1,260.00 rate is warranted based on Mr. Lindsay's years of experience in a
13 highly specialized area of law (24 years out of law school).

14 20. Attorney Arianna Razi received her bachelor's degree from the University of
15 California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles
16 in 2024. Since starting her professional career, she has focused on plaintiff's side employment law
17 and has been appointed as class and PAGA counsel in other wage and hour settlements in
18 California state court. Throughout the course of this litigation, Arianna Razi estimates she has
19 spent at least 13.3 hours litigating this matter. Accordingly, Ms. Razi's lodestar in this matter is
20 \$6,317.50 ($13.3 \times \$475.00 = \$6,317.50$). If Ms. Razi were to charge a rate for this type of work by
21 the hour, given her experience and the focus of her practice, her current hourly rate would be
22 \$475.00. A \$475.00 rate is warranted based on Ms. Razi's experience in a highly specialized area
23 of law (1 year out of law school).

24 21. I have also reviewed the files and billable records for Samantha Smith, a former
25 attorney of D.Law, Inc. in this matter and Ms. Smith spent approximately 9.0 hours litigating this
26 matter. Ms. Smith is no longer an associate with our firm. I am aware she graduated from UC
27 College of the Law, San Francisco (formerly UC Hastings) in 2003 and has been licensed to
28 practice law since 2004. If Ms. Smith were to charge a rate for this type of work by the hour, given
her experience, her current hourly rate would be \$950.00 per hour. A \$950.00 rate is warranted

1 based on Ms. Smith's experience in a highly specialized area of law (22 years out of law
2 school). Accordingly, Ms. Smith's lodestar in this matter is \$8,550.00 (9.0 x \$950.00 =
3 \$8,550.00).

4 22. I have also reviewed the files and billable records for Melissa Rodriguez, a former
5 attorney of D.Law, Inc. in this matter and Ms. Rodriguez spent approximately 82.0 hours litigating
6 this matter. Ms. Rodriguez is no longer an associate with our firm. I am aware she graduated from
7 UC College of the Law, San Francisco (formerly UC Hastings) in 2023 and has been licensed to
8 practice law since 2023. If Ms. Rodriguez were to charge a rate for this type of work by the hour,
9 given her experience, her current hourly rate would be \$475.00 per hour. A \$475.00 rate is
10 warranted based on Ms. Rodriguez's experience in a highly specialized area of law (2 years out of
11 law school). Accordingly, Ms. Rodriguez's lodestar in this matter is \$38,950.00 (82.0 x \$475.00 =
12 \$38,950.00).

13 23. The below table summarizes Class Counsel's total hours, billables, and costs:

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	4.4	\$4,598.00	\$7,689.37
Alvin B. Lindsay (D.LAW)	92.9	\$117,054.00	
Samantha Smith (D.LAW)	9.0	\$8,550.00	
Melissa Rodriguez (D.LAW)	82.0	\$38,950.00	
Arianna Razi (D.LAW)	13.3	\$6,317.50	
Totals:	201.6	\$175,469.50	\$7,689.37

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23 24. Multiplying the total hours billed by Class Counsel to the litigation by their
24 reasonable hourly rates yields a lodestar of \$175,469.50, which is more than the \$43,333.33 in
25 attorneys' fees Class Counsel are requesting, therefore eliminating the need to use a multiplier.
26 This disparity is important to note because when plaintiffs seek an amount in fees that is less than
27 what they actually billed, the requested fee amount is generally considered reasonable. (*Chun-*
28 *Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F. Supp. 2d 848, 854 [finding that, if the court

1 is asked to apply a negative multiplier, it “suggests the negotiated fee award is reasonable and fair
2 valuation of the services rendered to the class by Plaintiff’s Counsel.”].)

3 25. Attorneys’ fees requested also represent a **negative multiplier of 0.25**. Class Multipliers
4 routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are
5 applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16,
6 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465
7 (affirming multiplier of 12 and expressly rejecting the argument that fee was either exorbitant or
8 unconscionable). The negative multiplier in this case of 0.25 is clearly within the reasonable range
9 approved in lodestar crosschecks.

10 26. As for the *Serrano* factors, all militate in favor of the requested fee award. This
11 case raised a number of complex and contested issues, and Class Counsel exhibited skill and
12 creativity in prosecuting and presenting them. Chief among these was the law relating to meal and
13 rest periods, and failure to pay class members wages for off-the-clock work and final wages.

14 27. This case was not straightforward. Class Counsel had to spend time researching and
15 analyzing each of these claims and issues in order to adequately assess the liability of Defendant.
16 Class Counsel then had to develop the evidence necessary through formal and informal discovery
17 to establish Defendant’s liability. This was done through carefully sifting through hundreds of
18 pages of documents. Class Counsel have devoted a substantial amount of time on this case,
19 including but not limited to researching various legal issues prior to and after filing this Action;
20 drafting and reviewing pleadings; conducting formal and informal discovery; meeting and
21 conferring with defense counsel; preparing for class certification; reviewing and analyzing the
22 documents produced by Defendant; regularly communicating with Plaintiff; preparing for and
23 attending two mediations; negotiating and finalizing the Memorandum of Understanding and
24 Settlement Agreement, including several revisions thereof; drafting documents for preliminary and
25 final approval, including documents for the administration of the Settlement; and coordinating and
26 overseeing the administration of the Settlement.

27 28. In sum, Class Counsel had to come up with creative approaches to these issues in
28 litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class

1 Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph
2 23 above, Class Counsel have spent a substantial number of hours working on this case. This time
3 commitment was necessary in order to research, construct, and prosecute viable legal claims in the
4 face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have
5 devoted to this case has prevented them from investing that time in other cases that might have
6 settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these
7 considerations, Class Counsel zealously represented Plaintiff and the Class and have obtained a
8 favorable result.

9 29. Such is not always the case. Indeed, Class Counsel has invested time and money
10 into numerous other cases, including class actions, that have fizzled for one reason or another,
11 leaving Class Counsel completely without any compensation for their effort. Here, Class Counsel
12 has achieved a beneficial settlement for the Class, but this was by no means a foregone
13 conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with
14 which they were presented along the way. Nor could class certification be guaranteed. In addition,
15 Defendant could have exerted pressure on Plaintiff to dismiss his claims by offering him an
16 individual settlement, an experience with which Class Counsel are not unfamiliar. However, Class
17 Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and they
18 have done so without receiving any compensation to speak of thus far because they took this case
19 on a contingency-fee basis.

20 30. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and
21 reasonable. The rates of the attorneys at our firm are reasonable and appropriate fees for Los
22 Angeles County.

23 **The Percentage-of-the-Benefit Comparison**

24 31. In settlements where a definite monetized fund is created, it is appropriate for
25 courts to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if
26 the lodestar differs from the range of percentage fees freely negotiated in comparable litigation.
27 *See Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 49-50.

28 32. Class Counsel took this case on a contingent-fee basis against a corporation

1 represented by a reputable defense firm. When we take contingent cases, we must pay careful
2 attention to the economics involved or one bad case can destroy years of work. Accordingly, in
3 such cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly
4 rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of
5 hours in a day is limited.

6 33. Contingent-fee cases present the very real risk of working hundreds if not
7 thousands of hours that may never be entirely compensated. Moreover, while the case is being
8 litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in
9 most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf, and the prospect of a
10 court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the
11 prospect is nothing more than a potential that never materializes. First, you must win the case to
12 get a court-awarded fee; even those cases that seem strongest at the onset can be lost and
13 sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise along
14 the way, such as settlement offers that the client may accept without ensuring that we receive a
15 reasonable fee, or changes in the law that substantially affect the merits of the case, or other
16 uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not
17 hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in
18 some sort of financial investment, one would expect a reasonable rate of return on that investment.
19 Here, however, the best we can hope to recover is our money, and then only if we are substantially
20 successful; if we are not, all or part of this "investment" can be lost.

21 34. Class Counsel is well acquainted with the contingent-fee market throughout
22 California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel
23 has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
24 representatives in class-action suits. Many of those agreements required that counsel receive a fee
25 under certain scenarios that exceed one-third of the recovery. Plaintiff here signed a retainer
26 agreement indicating that Class Counsel could receive a fee under certain scenarios that exceed
27 one-third of the recovery, as much as 40%. Class counsel in contingency-fee cases typically
28 receive attorneys' fees equal to or greater than a third of the gross settlement amount. *See, e.g.,*

1 *Evans et al. v. Coca-Cola* (Los Angeles County Sup.Ct. 2001 Case No. BC 220525 (Hon. Richard
2 C. Hubbell)) (approving an award of attorney's fees of at least 33-1/3% of the settlement); *Moreno*
3 *v. Miller Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170 (Hon. David M.
4 Minning)) (same); and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange County Sup. Ct.
5 2003 Case No. 01CC00140 (Hon. Stephen J. Sundvold)) (at least same award); *Daum v. Claim*
6 *Jumper Restaurants* (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon. Ronald L.
7 Bauer)) (final approval of same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006 Case No.
8 BC 263646 (Hon. Peter Lichtman)) (final approval of same); *Big Lots Overtime Cases* (San
9 Bernardino County Sup. Ct. February 2004, JCCP Proceeding No. 4283 (Hon. Walter L.
10 Blackwell, III)) (same); and *Fitzpatrick v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC
11 265578 (Hon. Anthony J. Mohr)) (same). Thus, the fees requested in this case are commensurate
12 with fees routinely awarded in other wage and hour class action settlements.

13 35. Indeed, California courts have approved attorney's-fee awards in excess of the
14 benchmark of one-third of the settlement fund. *See Crandall v. U-Haul* (Los Angeles County Sup.
15 Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in
16 an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup. Ct., Case
17 No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%;
18 in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup. Ct., November 1990), the Honorable
19 R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Sup. Ct., 8-
20 20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County
21 Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-
22 and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee*
23 *v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market*
24 *Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz
25 awarded a 40% fee to plaintiff's counsel in wage-and-hour class actions that had not proceeded to
26 the class-certification stage.

27 36. In light of the foregoing, the fee request in an amount equal to one-third of the
28 Gross Settlement Amount (or \$43,333.33) is well within the bounds that have been established by

1 the above-cited authority. Defendant has no objection to an award of fees in the amount requested.
2 Moreover, the Class Notice mailed to Class Members stated the amount of fees requested by Class
3 Counsel; however, not a single Class Member has objected to an award of fees in the amount
4 requested.

5 **Costs**

6 37. The preliminarily approved settlement calls for the payment of up to \$10,000.00 for
7 Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel
8 are \$7,689.37. Class Counsel's Cost Log is attached hereto as **Exhibit 2**. Class Counsel's incurred
9 costs include, but are not limited to, filing fees (e.g. complaint, stipulation, motions), service of
10 process, mediation fees, and attorney-service costs for court filings, all of which were necessarily
11 and reasonably incurred to prosecute this Action and achieve a settlement that significantly
12 benefits the Class. Thus, Class Counsel requests a reimbursement of their incurred costs in the
13 amount of \$7,689.37, with the difference of the costs allocated in the Settlement Agreement and
14 actual costs incurred to be reverted to the Net Settlement Amount.

15 **SERVICE PAYMENT TO NAMED PLAINTIFF IS REASONABLE**

16 38. Plaintiff is entitled to a reasonable service payment for his efforts and initiative in
17 bringing and helping to prosecute this Action. Plaintiff assumed great risk by challenging
18 Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiff spent time
19 better apprising himself of his rights, deciding whether remedial action should be taken, how it
20 should be taken, searching for attorneys, and finally contacting his attorneys, who spent many
21 hours with him discussing his case, the law, and preparing for both mediations. In the end,
22 Plaintiff decided to vindicate not only his own rights but also those of his fellow employees by
23 filing a class action lawsuit.

24 39. The courage it took to stand up to Defendant in this way should not be
25 underestimated. Few people want to confront their employers, let alone sue them. By suing his
26 former employer, Plaintiff contends that he increased the risk of retaliation by prospective
27 employers to which he may apply in the future.

28 ///

1 40. But Plaintiff did not allow his fear of the potential repercussions of being a Class
2 Representative deter him from acting for the benefit of Class Members. He has devoted a
3 substantial amount of time to helping Class Counsel effectively develop and prosecute this Action
4 at every stage of the litigation. Plaintiff conferred with Class Counsel on numerous occasions to
5 discuss every aspect of this case; provided information about Defendant and their wage-and-hour
6 practices; reviewed documents; produced documents; monitored the progress of the litigation;
7 took the time to apprise himself of the facts, issues, and law regarding the claims at issue, and
8 spent time with Class Counsel discussing the terms of the Settlement and reviewing and executing
9 the Settlement Agreement. In all, Plaintiff estimates that he has devoted numerous hours in
10 preparing the Action and seeing it through to settlement.

11 41. Plaintiff spent a significant amount of time with Class Counsel detailing his
12 knowledge of Defendant's practices and assisting in the prosecution of this Action. He has
13 diligently, adequately, and fairly represented Class Members and has not placed his interests
14 above any member of the putative Class. Class Counsel believes that Plaintiff is entitled to a Class
15 Representative Service Payment for the time and effort he has devoted to this case. Defendant has
16 agreed not to oppose it. Such payments to class representatives are a common feature of
17 settlements negotiated by Class Counsel, and trial courts routinely approve them. In light of the
18 foregoing, Class Counsel believes the Class Representative Service Payment in the amount of
19 \$5,000.00 to Plaintiff is fair and reasonable.

20 42. California trial courts routinely approve enhancement payments to class
21 representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide*
22 *Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 (\$35,000); *Hogue v. WH*
23 *Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 (\$20,000); *Fiez v. Brown*
24 *Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381
25 (\$35,000 to current employee of defendant and \$20,000 to former employee); *Barry v. Cost Plus,*
26 *Inc.* (2003) OCSC No. 01CC00380 (\$35,000 for each named plaintiff); *Lajoie v. The Picture*
27 *People, Inc.* (2003) Orange County Sup. Ct. Case No. 01CC00324 (\$25,000 each for two named
28 plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 (\$35,000

1 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No.
2 BC 178775 (\$20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles
3 Sup. Ct. Case No. BC 234231 (\$25,000). Plaintiff's Class Representative Service Payment request
4 is substantially less than the enhancements approved in these cases; therefore, it is reasonable.

5 **LABOR CODE § 2699(1)(2) COMPLIANCE**

6 43. In compliance with Labor Code §2699(1)(2), Plaintiff has attached the proof of
7 service of the Settlement Agreement as **Exhibit 3**.

8 44. I declare under the penalty of perjury under the laws of the State of California that
9 the foregoing is true and correct.

10 Executed this 10th day of November 2025 at Glendale, California.

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14 Enoch J. Kim
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EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Alvin Lindsay	92.9	\$ 1,260.00	\$ 117,054.00
Melissa Rodriguez	82.0	\$ 475.00	\$ 38,950.00
Arianna Razi	13.3	\$ 475.00	\$ 6,317.50
Samantha Smith	9.0	\$ 950.00	\$ 8,550.00
Enoch Kim	4.4	\$ 1,045.00	\$ 4,598.00
Total	201.6		\$ 175,469.50

Case Number	Case Title	Entry Date	Billable Time	Attorney	Note
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/4/22	0.5	Alvin Lindsay	Initial review of case file and documents and draft notes and download docs and begin researching employer and industry.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/20/22	0.4	Alvin Lindsay	Review of case file docs and intake and draft notes for claims. Begin drafting listing of further intake questions to ask client and confer with SP regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/21/22	1.2	Alvin Lindsay	Review of case file docs and intake and draft notes for claims. Continue drafting listing of further intake questions to ask client and confer with SP regarding same and status. Research corporate entities and locations.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/22/22	1.6	Alvin Lindsay	Review of case file docs and intake and draft notes for claims. Complete drafting listing of further intake questions to ask client and confer with SP regarding same and getting with client.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/26/22	1.7	Alvin Lindsay	Complete case file review and notes on complaint arguments. Draft listing of follow up questions for client and summary of what we have and confer and correspond with SP regarding same. Research entities and differences.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/27/22	0.4	Alvin Lindsay	Follow up with SP regarding status of answers to follow up questions and further review of file docs and notes.
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/25/22	0.8	Alvin Lindsay	Review case docs and file and correspond with SP regarding intake status. Draft response to SP and NB regarding same and WT case and retainer and drop letter and class retainer.
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/2/22	0.4	Alvin Lindsay	Review file docs and confer with SP regarding status of completion of further intake questions.
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/3/22	0.4	Alvin Lindsay	Review of docs from SP and confer regarding further questions and responses and review partial responses.
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/7/22	0.6	Alvin Lindsay	Correspond with SP regarding status of completing intake and review other docs and completed responses and begin drafting Complaint.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/15/22	3.7	Alvin Lindsay	Review responses to case questions and draft Class Action complaint. Confer and correspond with SP and review file docs and conduct research and review. Research entities and named employer.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/16/22	3.3	Alvin Lindsay	Complete drafting class action complaint. Draft LWDA PAGA Notice letter and confer and correspond with NB and DY regarding finalizing and filing and serving. Ensure submission of PAGA letter to LWDA and review case initiation docs and information on filin
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/18/22	0.5	Alvin Lindsay	Confer with NB and SP regarding filing and service of complaint status and results of conference with client. Review correspondence from DY and confer regarding status of FEHA wrongful term case and proceeding.
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/26/22	0.6	Alvin Lindsay	Research ROA and review all file docs and correspondence and address status of service of Summons and address initial CMC order and downloading and confer with NB regarding serving same and timing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/3/22	1.8	Alvin Lindsay	Review ISC Order and ROA and status of upcoming ISC. Review correspondence from counsel for defendant and draft detailed response addressing informal discovery and mediation and class scope and amended complaint adding PAGA and setting up conference of co
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/7/22	1.6	Alvin Lindsay	Conduct teleconference with counsel for Defendant regarding case and claims and upcoming initial CMC and approach. Draft notes and follow up correspondence to OC and DY regarding mediator proposals. Review CMO and ROA.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/10/22	0.4	Alvin Lindsay	Draft correspondence to mediator regarding availability and research pricing and other potential mediators. Confer with DY regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/11/22	0.4	Alvin Lindsay	Review correspondence from mediators re: availability and draft correspondence to OC regarding same and addressing recommendations for mediator and timing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/14/22	0.5	Alvin Lindsay	Review docket and correspondence with OC and draft correspondence addressing mediation and mediator and scheduling and joint statement for initial CMC.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/14/22	1.8	Alvin Lindsay	Review ISC Order and other case docs and ROA and research format and draft Joint Class Action Response Statement. Correspond with Defense counsel regarding same and informal discovery and timing of mediation.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/17/22	1.3	Alvin Lindsay	Finalize joint initial status conference statement and revisions/additions from OC and prepare for filing. Confer and correspond with OC and NB regarding notice of appearance and e-service provider and notice of appearance fee.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/18/22	0.8	Alvin Lindsay	Finalize joint class action response statement and correspond with OC and NB regarding finalizing and filing same. Confer and correspond with mediator and OC regarding status of date selection.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/21/22	0.4	Alvin Lindsay	Review ROA and initial CMC prep and confirm remote appearance and begin drafting informal discovery by compiling docs and intake items and formatting.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/24/22	2.7	Alvin Lindsay	Prepare and appear for Initial Case Management Conference with Dept. 11 LASC. Confer and correspond with OC regarding status and mediation and informal discovery. Review and research ROA and status and confer with NB regarding notes and Case Anywhere set
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/25/22	1.7	Alvin Lindsay	Draft First Amended Complaint and confer and correspond with NB regarding filing and serving same. Draft notice of rulings from ISC and finalize and confer with NB regarding filing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/25/22	1.9	Alvin Lindsay	Review complaints and file docs and draft summary of case and claims. Draft informal discovery requests and confer and correspond with OC regarding same and sending requests and mediator date availability and resend open dates for selection.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/26/22	0.4	Alvin Lindsay	Review documents filed - FAC, notice of rulings, and service initiation memorandum for Case Anywhere and regarding confirmation of submitting FAC to the LWDA.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/27/22	0.5	Alvin Lindsay	Review correspondence from OC regarding mediation and scheduling and informal discovery scope and summary of claims and draft response.

Case Number	Case Title	Entry Date	Billable Time	Attorney	Note
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/28/22	0.7	Alvin Lindsay	Correspond with OC regarding informal discovery and mediation and mediation dates and draft correspondence to Mediator regarding same and status of date selection and timing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	11/8/22	0.4	Alvin Lindsay	Draft correspondence to OC regarding status of review of informal discovery and status of responses and regarding mediation dates and getting one booked.
202186	Flores v. L.A. Hardwood Flooring, Inc.	11/15/22	0.8	Alvin Lindsay	Review correspondence from OC regarding individual settlement and discovery and addressing mediation possibilities. Draft response and confer with DY regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	11/16/22	0.7	Alvin Lindsay	Review correspondence from OC regarding mediation and informal discovery and response to earlier e-mail and draft response and address formal discovery and the time for responses and production.
202186	Flores v. L.A. Hardwood Flooring, Inc.	11/21/22	0.4	Alvin Lindsay	Review correspondence from OC regarding settlement and mediation and draft response addressing timing and reserving a date.
202186	Flores v. L.A. Hardwood Flooring, Inc.	11/22/22	0.6	Alvin Lindsay	Confer and correspond with OC regarding mediation and dates and attending in person. Draft correspondence to mediator regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	11/23/22	1.5	Alvin Lindsay	Correspond with Mediator and with OC regarding finalizing mediation date and in person requirement and review ROA and correspondence regarding mediation and discovery.
202186	Flores v. L.A. Hardwood Flooring, Inc.	11/28/22	0.5	Alvin Lindsay	Correspond with mediator and OC regarding scheduled mediation and date and location and in-person attendance.
202186	Flores v. L.A. Hardwood Flooring, Inc.	11/29/22	0.4	Alvin Lindsay	Correspond with mediator and OC regarding mediation and confirmation letter and other logistics.
202186	Flores v. L.A. Hardwood Flooring, Inc.	12/19/22	0.5	Alvin Lindsay	Mediation prep and correspond with mediator and NB regarding mediation logistics and joint statement and caption details for conflict check and review ROA for case status and upcoming dates.
202186	Flores v. L.A. Hardwood Flooring, Inc.	12/20/22	0.4	Alvin Lindsay	Review correspondence from mediator regarding mediation and confirmation and confidentiality and confer with NB regarding same and response to mediator.
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/9/23	0.5	Alvin Lindsay	Correspond with mediator regarding status of payment for mediation and status of mediation brief. Draft response and confer regarding setting conference call.
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/10/23	1.2	Alvin Lindsay	Mediation prep. Review numbers summaries and responses from OC and review document production and timekeeping and payroll records and personnel file docs, etc. Pull relevant passages from policies and review wage statements.
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/15/23	2.6	Alvin Lindsay	Mediation preparation. Conduct teleconference with mediator regarding mediation preparation and other side positions and conduct of mediation and focus. Address support and positions regarding individual settlement and WT type claims for general release p
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/16/23	6.2	Alvin Lindsay	Prepare for and conduct mediation. Draft list of questions for client and follow up regarding same. Confer with mediator and DY regarding case and claims and required information and scope. Draft second set of informal discovery requests and correspondenc
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/22/23	0.7	Alvin Lindsay	Review mediation notes and second demand and draft follow up correspondence to OC regarding same and status of response. Confer with mediator regarding same and draft response on requested assistance.
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/7/23	0.8	Alvin Lindsay	Review correspondence from defense counsel regarding mediation follow up and production of further documents and time keeping reports and the like. Review documents and data and correspond with NB regarding same and for the files.
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/15/23	0.6	Alvin Lindsay	Review correspondence from OC regarding informal discovery and rest breaks and meals and draft notes and correspondence to NB re: filing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/23/23	0.4	Alvin Lindsay	Review correspondence from OC regarding informal discovery production and numbers and status of review and draft response.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/4/23	0.5	Alvin Lindsay	Quick review of production docs and correspondence and review correspondence from mediator regarding status of review and draft response.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/17/23	2.6	Alvin Lindsay	Review supplemental production and informal mediation production. Draft joint statement for conference post-mediation and address status of case and settlement efforts and draft correspondence regarding same to OC. Draft revisions and confer with NB re: ga
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/24/23	1.9	Alvin Lindsay	Prepare and appear for further status conference post-mediation. Confer with Court and OC regarding case status and second mediation and informal discovery and items remaining outstanding. Draft correspondence to file with notes and to OC regarding second
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/2/23	0.7	Alvin Lindsay	Review discovery items provided re samplings and draft correspondence to OC regarding items and numbers and data not provided and why. Review second informal discovery requests and send to OC and confer regarding responding to each item and timetable for
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/15/23	0.8	Alvin Lindsay	Review discovery provided and informal listing and notes from past conference and draft correspondence to OC regarding required further production and numbers and confer with mediator regarding same. Review response and prepare for drafting formal request
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/17/23	0.6	Alvin Lindsay	Review ROA and case file docs and document production from Defense counsel and correspond and confer with mediator regarding teleconference to address same and lack of numbers and necessary docs. Confer regarding course of proceeding.
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/9/24	0.4	Melissa Rodriguez	Spoke to ABL about mediation
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/14/24	3.7	Melissa Rodriguez	Plan and prepare for Mediation. Reviewed files; made notes
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/16/24	2.6	Melissa Rodriguez	mediation brief
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/26/24	10.1	Melissa Rodriguez	Plan and prepare for mediation. Drafted briefs, wrote exhibits, and communicated with ABL about mediation.
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/27/24	0.6	Melissa Rodriguez	Plan and prepare for mediation. Reviewed brief and notes

Case Number	Case Title	Entry Date	Billable Time	Attorney	Note
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/27/24	5.2	Melissa Rodriguez	Appear for/attend mediation
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/28/24	8.4	Alvin Lindsay	Prepare for and conduct mediation. Confer and correspond with mediator and OC and MR and draft notes. Research case authority and draft MOU and confer with OC regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/28/24	0.4	Alvin Lindsay	Correspond with OC regarding MOU and finalizing for signature
202186	Flores v. L.A. Hardwood Flooring, Inc.	2/29/24	0.4	Alvin Lindsay	Review MOU and correspondence from OC. Draft revisions and respond to questions regarding terms and process for approval.
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/4/24	0.3	Alvin Lindsay	Confer and correspond with SZ regarding status of MOU and signatures and finalize and correspond with OC regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/4/24	0.3	Melissa Rodriguez	Case org. Added case to case load; Reviewed files
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/4/24	0.4	Alvin Lindsay	Review signed MOU from all parties and confer with OC regarding same and long form settlement and MPA docs and hearing and timing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/6/24	0.4	Alvin Lindsay	Review correspondence from OC and upcoming case management dates and draft correspondence regarding formal discovery vs. mediation preceded by informal discovery. Provide suggested mediators and PAGA period information.
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/18/24	0.4	Alvin Lindsay	Confer and correspond with DY and SZ regarding mediation and follow up and type of settlement. Address timing of MPA and finalizing long form settlement.
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/21/24	0.4	Alvin Lindsay	Review case file and docket and correspondence with OC and confer and correspond regarding same and scheduling mediation and informal vs formal discovery.
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/21/24	3.8	Melissa Rodriguez	Long form settlement
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/22/24	0.3	Melissa Rodriguez	Reviewed Settlement Agreement
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/22/24	0.4	Melissa Rodriguez	Reviewed settlement order; sent to ABL for revisions
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/22/24	0.4	Alvin Lindsay	Initial review of draft settlement agreement and confer with MR regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/1/24	0.4	Alvin Lindsay	Review correspondence regarding discovery and formal vs informal and draft correspondence to MR regarding same and drafting discovery requests asap. Confer with MR regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/1/24	0.7	Melissa Rodriguez	CMC Report
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/1/24	0.2	Melissa Rodriguez	Email correspondence with OC
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/2/24	0.2	Melissa Rodriguez	Email correspondence with OC; correspondence with NB regarding filing; Saved doc to pleadings folder
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/2/24	0.4	Alvin Lindsay	Review joint CMC statement and correspondence with OC regarding same and confer with MR regarding finalizing and NB regarding filing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/7/24	0.3	Alvin Lindsay	Confer and correspond with MR and SS regarding settlement agreement and which administrator to use.
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/8/24	0.3	Alvin Lindsay	Review court order continuing CMC and confer and correspond with MR and SS regarding same and status of settlement agreement and MPA docs and timing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/8/24	8	Samantha Smith	review/analyze settlement docs and preliminary approval checklist; review/edit draft settlement agreement and draft notice; finalize settlement agreement and notice; mtg w/AL re same
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/24/24	0.1	Melissa Rodriguez	Checked calendar deadline, read order; correspondence with SZ regarding CM 110 deadline
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/24/24	0.3	Melissa Rodriguez	Readline CMC; sent to OC for review
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/28/24	0.3	Alvin Lindsay	Review correspondence with OC regarding joint statement for continued CMC and confer with MR regarding same and revisions to joint statement.
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/30/24	0.4	Alvin Lindsay	Review correspondence regarding joint statement for CMC and review statement and confer with MR and SZ regarding issues with signed version and remedying them and finalizing for filing. Address status of MPA docs.
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/31/24	0.3	Melissa Rodriguez	Communicate with OC regarding joint statement; correspondence with SZ regarding filing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/31/24	0.4	Alvin Lindsay	Review CMC statement and correspondence with OC regarding same and confer with MR regarding case status and settlement and MPA and coordination with SS.
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/5/24	0.1	Melissa Rodriguez	Correspondence with ABL regarding conference
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/7/24	0.5	Melissa Rodriguez	Appeared for the CMC; judge set a motion for preliminary hearing deadline for August 6, 2024
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/7/24	0.6	Alvin Lindsay	Review correspondence from MR regarding CMC and timing and possible coverage. Draft response and review joint statements and requests to continue and confer regarding status of settlement agreement. Research case on-line and ROA and status of CMC and past filing. Correspond with SS regarding which version of draft settlement to use.
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/12/24	0.2	Melissa Rodriguez	Read in firm email correspondence regarding CMC minute order; looked at notes from previous CMC;
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/13/24	0.4	Alvin Lindsay	Review notice of minutes from post mediation conference and confer with MR regarding same and status and confer with SS regarding status of settlement and MPA docs and timing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/17/24	0.2	Melissa Rodriguez	Case organization; reviewed emails, notes, and neos; updated notes
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/1/24	0.3	Alvin Lindsay	Confer and correspond with MR and with SS regarding settlement and filing deadline and continuing it and document to do it.
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/2/24	1	Samantha Smith	review case file/deadlines; call to Court re moving MPA non appearance case review deadline; mtg w/AL re same
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/10/24	0.9	Alvin Lindsay	Review correspondence from SS and MOU and settlement drafts and draft response and confer regarding status and timing of filing MPA docs. Draft posting for Case Anywhere regarding same and confer with SS on same and response and timing and addressing escalator and blow up provisions in Agreement and going with class member numbers rather than work weeks.

Case Number	Case Title	Entry Date	Billable Time	Attorney	Note
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/11/24	0.5	Alvin Lindsay	Review correspondence from the Court regarding granting continued non-appearance review and confer with MR regarding same and drafting stip and order as requested and confer with SS regarding same and approval motion timing. Review settlement and draft revisions and review correspondence between SS and OC.
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/12/24	0.3	Alvin Lindsay	Review correspondence to OC regarding stipulation and order to continue MPA filing date and confer with MR regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/19/24	0.9	Alvin Lindsay	Confer and correspond with SS regarding status of joint stip and order and follow up with OC on status of settlement review. Draft Joint Stip and Prop Order to continue the MPA hearing and correspond with OC and SS regarding same. Send to OC and address timing of filing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/22/24	0.1	Melissa Rodriguez	Read email; responded to email
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/29/24	0.4	Alvin Lindsay	Review correspondence and notes regarding stipulation and order review status and reasons for lack of response and confer with SS and MR regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/31/24	0.4	Alvin Lindsay	Review settlement agreement and motion for settlement approval status and confer and correspond with MR and SS and DY regarding same and transition to SS responsibility.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/12/24	0.4	Alvin Lindsay	Review joint stip and order and revised settlement and correspondence with OC and confer and correspond with SS regarding schedule for approval motion and status and timing for filing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/14/24	0.1	Melissa Rodriguez	Case org'
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/15/24	1.1	Melissa Rodriguez	Correspond with ABL regarding settlement agreement and preliminary approval motion; email to OC regarding finalizing the settlement agreement; updated notes
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/15/24	0.4	Alvin Lindsay	Conduct teleconference with MR regarding settlement approval motion and regarding finalizing settlement. Review correspondence with OC regarding same and agreeing to finalize.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/19/24	0.2	Melissa Rodriguez	Call with OC; email to OC
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/19/24	0.4	Alvin Lindsay	Review correspondence with OC regarding settlement agreement and joint stipulation and confer with MR regarding same and next steps regarding drafting motion for preliminary approval docs.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/21/24	0.2	Melissa Rodriguez	Email to ABL with information for admin quote
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/21/24	0.5	Alvin Lindsay	Conduct teleconference with MR regarding timing of MPA filing and status of settlement agreement and signatures - and regarding continued filing deadline and stipulation to that end. Correspond with Admin regarding admin quotation and confer with MR regarding same after reviewing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/22/24	0.4	Alvin Lindsay	Confer with MR regarding continued MPA filing deadline and stip and order and confer and correspond with CC regarding same and revisions to settlement to finalize and review of stip and order and signatures.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/23/24	0.4	Alvin Lindsay	Review joint stip for continuing MPA filing deadline and correspondence with OC regarding same. Review settlement agreement and correspondence and OC response and regarding signatures. Further confer with MR on motion docs and client declaration.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/26/24	0.4	Alvin Lindsay	Review correspondence with OC regarding status of settlement and revisions and signature and regarding joint stipulation to continue time for filing MPA docs and confer with MR regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/27/24	1	Melissa Rodriguez	Drafted order to show cause response.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/27/24	0.5	Alvin Lindsay	Review OSC re preliminary approval filing and confer with MR and SZ regarding same. Review draft of plaintiff's request to continue motion filing and order and draft revisions. Confer with MR regarding same and using her signature and address timing of motion docs and status of Settlement Agreement.
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/5/24	0.2	Melissa Rodriguez	Case org; updated notes' checked court's website
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/9/24	2.6	Melissa Rodriguez	Reviewed and made additional edits and additions to Settlement Agreement; Cross-referenced notes from mediation as well as numbers outlined in MOU; Drafted email to OC outlining my concerns regarding the terms and numbers
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/10/24	0.5	Alvin Lindsay	Review correspondence with OC regarding settlement agreement and terms and responding to questions. Confer with MR and draft response addressing administrator change and explaining allocation to wages vs. penalties/interest. Confer regarding finalizing settlement and drafting MPA docs and timeline
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/16/24	0.2	Melissa Rodriguez	Correspond with Evelyn G regarding request to extend deadline; Followed up with Raviv (OC) regarding the settlement agreement.
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/16/24	0.3	Alvin Lindsay	Review status of MOU, Settlement Agreement, and approval motion status and process. Confer and correspond with DY regarding same and key dates and further requirements and timing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/18/24	0.4	Alvin Lindsay	Review correspondence with OC regarding finalizing settlement agreement and setting up conference of counsel. Confer with MR regarding same and status of long form settlement and approval motion docs.
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/20/24	3.2	Melissa Rodriguez	Called OC; No Answer; Drafted stipulation and proposed order to continue the non-appearance review and motion deadline to November 30, 2024; Sent to OC and informed OC that I would like to provide the court with a course of action in my declaration; Drafted declaration to OSC: Correspond with NH and RS regarding the contents of the OSC Declaration; Email to OC.
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/23/24	0.8	Alvin Lindsay	Review case file docs and correspondence and research status of OC and responsiveness. Confer with MR regarding request to continue OSC re failure to file MPA docs and stipulation and supporting declaration. Draft revisions to the Declaration and confer with MR regarding same and request contents and conduct teleconference regarding all the same.

Case Number	Case Title	Entry Date	Billable Time	Attorney	Note
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/24/24	0.4	Alvin Lindsay	Confer and correspond with MR regarding status of response to OSC docs and conference with OC regarding settlement and timing and class list and numbers. Address what to say to OC and timing before funding would be required.
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/24/24	1.7	Melissa Rodriguez	Communicate with OC (Raviv) regarding settlement agreement, OSC, etc. Back and forth calls; asked him to sign the joint stipulation and provide numbers; Correspond with ABL
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/2/24	1.7	Melissa Rodriguez	[REDACTED]
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/8/24	0.6	Melissa Rodriguez	Prepared and appeared for OSC Raviv did not appear, so the judge issued either an OSC or sanctions for not appearing. [REDACTED] I asked the judge to continue the MPA filing deadline, and he gave us until December 18, 2024, and set an FSC for December 19, 2024, at 9:30 a.m. The judge also informed us that we can go ahead and draft the MPA files using the MOU to "get Defendant's attention."
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/8/24	0.5	Alvin Lindsay	Review correspondence from MR regarding appearing for CMC and OC failure to appear and confer with MR regarding next steps and moving to enforce the MOU. Address notice to OC and status of settlement and approval motion timing and continued deadline.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/11/24	0.4	Alvin Lindsay	Review file docs and correspondence regarding MOU and Settlement Agreement and research further dates and deadlines and draft notes on things to do for settlement approval and timing for addressing. Confer with MR regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/15/24	0.5	Melissa Rodriguez	Reviewed minute order and correspondence to ABL; prepared email to OC
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/15/24	0.1	Melissa Rodriguez	[REDACTED]
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/15/24	0.4	Alvin Lindsay	Review correspondence draft to OC from MR and confer and correspond with MR regarding same and research prior communications with Defendant and counsel and await response.
202186	Flores v. L.A. Hardwood Flooring, Inc.	12/11/24	0.4	Alvin Lindsay	Confer and correspond with MR and SZ regarding status of informal discovery and production and confer with MR regarding responding to mediator and status of mediation brief and approach to individual settlement.
202186	Flores v. L.A. Hardwood Flooring, Inc.	12/11/24	2.4	Melissa Rodriguez	Began Drafting Motion for Preliminary Approval Docs
202186	Flores v. L.A. Hardwood Flooring, Inc.	12/11/24	1.1	Melissa Rodriguez	Drafted Class Notice
202186	Flores v. L.A. Hardwood Flooring, Inc.	12/12/24	8.1	Melissa Rodriguez	Drafted Motion for Preliminary Approval Docs. Still need to review Alvin's Declaration (review citations to MOU - especially toward the end of the document) and need to complete the Memorandum of Understanding
202186	Flores v. L.A. Hardwood Flooring, Inc.	12/12/24	0.9	Alvin Lindsay	Confer and correspond with MR regarding motion for preliminary approval docs. Review client declaration and Motion docs and draft revisions and confer with MR on same. Confer with SZ regarding getting a hearing date and with MR on timing for briefing and non-appearance review and upcoming CMC.

Case Number	Case Title	Entry Date	Billable Time	Attorney	Note
202186	Flores v. L.A. Hardwood Flooring, Inc.	12/16/24	3.1	Melissa Rodriguez	Drafted Memorandum of Understanding, and cross-referenced citations
202186	Flores v. L.A. Hardwood Flooring, Inc.	12/17/24	2.3	Melissa Rodriguez	Finished reviewing settlement docs
202186	Flores v. L.A. Hardwood Flooring, Inc.	12/19/24	0.3	Melissa Rodriguez	Prepared and appeared for Case management conference. Court did not give us a continuance date as we were able to secure a motion for preliminary approval date
202186	Flores v. L.A. Hardwood Flooring, Inc.	1/31/25	0.2	Melissa Rodriguez	Checked on status of the case; updated notes, etc
202186	Flores v. L.A. Hardwood Flooring, Inc.	3/13/25	0.2	Melissa Rodriguez	Checked on status of case; updated notes; confirmed calendaring
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/15/25	0.1	Melissa Rodriguez	Confirmed hearing time and whether tentative ruling has been released; confer with Enoch Kim regarding same
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/16/25	0.8	Alvin Lindsay	Review correspondence and order regarding continued MPA hearing date and timing for supplemental briefing submission. Confer with SZ regarding same and calendaring. Review correspondence with OC and confer with EK and MR and send correspondence to OC regarding failure to appear and status. Draft correspondence to OC regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/16/25	3.5	Melissa Rodriguez	Prepared and appeared for Motion for Preliminary Hearing; The judge raised concerns about the settlement, class notice, and Defendant's disappearance. He emphasized that the MOU did not outline key settlement details such as the administration deadlines, funding deadlines, etc., which were outlined in the MPA docs. He also asked if OC had any say in the class notice. I informed him that OC did not provide any input to the class notice and the proposed settlement deadlines outlined in the Motion papers because OC stopped responding to us. I also assured him that the proposed deadlines outlined in the motion and class notice are typical in class action cases. I mentioned that I anticipate we're going to have issues receiving class data and asked the court for assistance in getting them to cooperate (asked for an OSC). The court issued an OSC re sanctions (\$500) for their failure to appear and continued the MPA hearing to June 10, 2025 at 10:30 a.m. Correspond in firm regarding above; Review correspondence with Alvin B. Lindsay and OC; Further revisions to Settlement agreement and class notice; sent to OC for his review and approval
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/16/25	0.8	Enoch Kim	Confer with MR and AL re preliminary approval hearing, court's response, and next steps.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/21/25	0.4	Melissa Rodriguez	Communicate with Opposing counsel regarding Supplemental briefing and Settlement Agreement Status; Updated Notes and Deadlines
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/21/25	0.4	Alvin Lindsay	Review correspondence with OC regarding settlement agreement and status and finalizing and timing of motion for preliminary approval filing. Correspondence with MR regarding same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/28/25	0.2	Melissa Rodriguez	Called Raviv to discuss settlement agreement and class notice; No answer; Left voicemail explaining what's needed and left a call back number; Followed up with voicemail
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/28/25	0.1	Melissa Rodriguez	Updated Auxiliary checklist
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/28/25	0.4	Alvin Lindsay	Review correspondence with OC regarding status of approval and OSC and need to finalize settlement and review response and conferences regarding setting up call.
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/29/25	0.3	Melissa Rodriguez	Prepared for conversation with opposing counsel regarding Settlement Agreement, class notice, and hearing; No answer; Left a voicemail and followed up via email
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/29/25	0.2	Melissa Rodriguez	Confer with Antonia regarding enforcing MOU
202186	Flores v. L.A. Hardwood Flooring, Inc.	4/29/25	0.2	Melissa Rodriguez	Confer in firm with Antonia B. regarding MPA and strategize how to proceed without fully executed settlement agreement
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/1/25	0.7	Melissa Rodriguez	Checked on status of case; Read client correspondence; Call with client regarding email and updated him on status of case and explained how enhancement payment is subject to court approval; Email summarizing call with client
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/8/25	0.5	Melissa Rodriguez	Call with opposing counsel regarding settlement agreement, class notice, and supplemental briefing. Followed up with an email
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/9/25	0.2	Melissa Rodriguez	Confer with OC regarding status of settlement agreement and class notice, as well as Supplemental briefing
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/13/25	0.2	Melissa Rodriguez	Call with Opposing Counsel regarding status of Settlement Agreement and Class Notice
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/14/25	0.1	Melissa Rodriguez	Tried calling client to discuss settlement agreement; No answer; Left a voicemail
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/14/25	3.5	Melissa Rodriguez	Confer with Opposing Counsel regarding Settlement Terms; Call with client and Sasha Zambrano (as translator) regarding the terms in the settlement agreement; Answered client questions; Per client request, made further amendments to the settlement agreement; Sent to Raviv for further review and discussed terms; Finalized agreement; Began working on proposed order and other documents per court order
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/15/25	4.5	Melissa Rodriguez	Confer with Raviv Regarding Settlement Agreement; Confer with Evelyn Goode regarding client signature to settlement agreement; Drafted Lindsay Supplemental Declaration in Support of MPA; Conferred with Enoch Kim regarding preparation of documents; Called clerk to request guidance on whether a supplemental declaration was sufficient or whether a new motion was required
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/15/25	1	Melissa Rodriguez	Further revisions to the Supplemental declaration and docs
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/15/25	2	Enoch Kim	Review and revise supplemental briefing for preliminary approval motion and confer with MR re same.

Case Number	Case Title	Entry Date	Billable Time	Attorney	Note
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/16/25	0.3	Melissa Rodriguez	Further revisions to the Supplemental Declaration; Informed Alvin B. Lindsay declaration is ready for his review
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/16/25	0.7	Alvin Lindsay	Confer and correspond with MR regarding supplemental filing docs and settlement agreement status. Draft revisions to Declaration and confer with MR regarding same and finalizing for filing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	5/19/25	0.2	Alvin Lindsay	Review settlement terms and workweek and pay period count and add to listing compiled to report settlements under \$20/ww or pay period and further confer regarding status of approval.
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/10/25	0.8	Enoch Kim	Review correspondence from MR re preliminary approval hearing, review amended proposed order, confer with MR re same, and consider next steps.
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/10/25	3.6	Melissa Rodriguez	Prepared and appeared for a hearing; Informed office about approval; Drafted proposed order and conferred with Enoch Kim and Evelyn Goode regarding same; Amended Class Notice; Sent to admin; Attempted to call client to discuss enhancement fee; No answer; left voicemail; Confer with Sasha Z. regarding same
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/11/25	0.2	Melissa Rodriguez	Called client to give update on enhancement fee; no answer; Checked status of case; Updated notes, checklists, etc.
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/11/25	0.4	Melissa Rodriguez	Call with Client; Discussed enhancement reduction and approval hearing; Answered client questions; Sent follow-up email
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/11/25	0.2	Melissa Rodriguez	Call with client to further discuss the enhancement fee and the settlement process
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/11/25	0.2	Melissa Rodriguez	Confirmed dates with Admin
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/30/25	0.4	Alvin Lindsay	Review correspondence regarding amended order granting preliminary approval and confer with settlement team regarding same and status and timing of administration and final approval.
202186	Flores v. L.A. Hardwood Flooring, Inc.	6/30/25	0.3	Enoch Kim	Review correspondence from administrator, confer with EG re signed order, and draft correspondence to administrator.
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/9/25	0.5	Arianna Razi	Review the administrator's edits to the class notice and preliminary calculations. Draft correspondence to administrator regarding both documents.
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/9/25	0.5	Enoch Kim	Exchange emails with admin; confer with AR re next steps.
202186	Flores v. L.A. Hardwood Flooring, Inc.	7/23/25	0.4	Alvin Lindsay	Review correspondence from administrator regarding status of admin and report and objectors and opt outs.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/7/25	0.4	Alvin Lindsay	Review correspondence from administrator regarding administration and status and report on opt-outs objections. Confer with SZ regarding final approval motion hearing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/14/25	0.4	Alvin Lindsay	Review correspondence from Administrator regarding status of administration and objections and exclusions and disputes. Confer with settlement team on timing and status of final approval.
202186	Flores v. L.A. Hardwood Flooring, Inc.	8/20/25	0.4	Alvin Lindsay	Review correspondence from administrator and report regarding administration status and confer and correspond with settlement team regarding same and final approval timing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/12/25	0.4	Alvin Lindsay	Review correspondence from administrator and report on status of administration and objections and exclusions.
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/18/25	0.4	Alvin Lindsay	Review correspondence from administrator regarding settlement administration and status of exclusions and objections.
202186	Flores v. L.A. Hardwood Flooring, Inc.	9/24/25	0.4	Alvin Lindsay	Review correspondence from administrator regarding report from administration and confer with settlement team regarding final approval and timing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/1/25	0.4	Alvin Lindsay	Review correspondence from administrator and report on administration and confer with settlement team regarding opt outs and exclusions.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/6/25	1.8	Arianna Razi	Draft proposed order and proposed judgment for motion for final approval.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/6/25	0.4	Arianna Razi	Draft cover page for administrator's declaration. Draft correspondence to administrator regarding declaration.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/6/25	0.6	Arianna Razi	Draft DY declaration in support of motion for final approval.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/6/25	0.4	Arianna Razi	Draft notice of motion in support of motion for final approval.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/6/25	0.8	Arianna Razi	Review and revise administrator's declaration.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/7/25	0.7	Arianna Razi	Draft plaintiff's declaration in support of motion for final approval.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/7/25	2.8	Arianna Razi	Draft EK's declaration in support of motion for final approval.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/8/25	0.2	Arianna Razi	Make additional revisions to administrator's declaration and draft correspondence to administrator regarding the same.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/8/25	0.3	Arianna Razi	Make additional revisions to EK's declaration in support of motion for final approval.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/8/25	4	Arianna Razi	Draft memorandum of points and authorities in support of motion for final approval. Create exhibit list.
202186	Flores v. L.A. Hardwood Flooring, Inc.	10/8/25	0.4	Alvin Lindsay	Review correspondence between settlement team and administrator and OC regarding finalizing administration declaration and revisions. Confer with settlement team regarding same and approval hearing.
202186	Flores v. L.A. Hardwood Flooring, Inc.	11/4/25	0.8	Arianna Razi	Review EK's revisions to the proposed order and memorandum of points and authorities. Make corresponding revisions to EK's declaration. Draft correspondence to defense counsel re: motion papers for their review.

EXHIBIT 2

Flores v. L.A. Hardwood Flooring, Inc.
Litigation Costs

Service Date	Details	Provider	Amount
8/16/22	LWDA Letter	LWDA	\$ 75.00
8/17/22	Summons & Complaint	Rapid Legal	\$ 1,501.99
8/22/22	Process of Service - Summons & Complaint	Rapid Legal	\$ 93.67
8/24/22	POS of Summons	Rapid Legal	\$ 16.77
9/26/22	Document Retrieval	LA Superior Court	\$ 8.40
10/18/22	Joint ISC Response Statement	Rapid Legal	\$ 16.77
10/25/22	First Amended Complaint	Rapid Legal	\$ 16.77
2/9/23	Mediation	William O. Kampf	\$ 4,250.00
4/17/23	Joint Post-Mediation Statement	Rapid Legal	\$ 16.69
4/25/23	Notice of Rulings on CMC	Rapid Legal	\$ 16.69
8/18/23	Joint Status Report	Rapid Legal	\$ 16.69
9/13/23	Notice of Association of Counsel	Rapid Legal	\$ 17.72
10/5/23	System Access Fee	Case Anywhere, LLC	\$ 147.00
10/20/23	Notice of Rulings Re: Further Status Conference	Rapid Legal	\$ 17.72
1/5/24	System Access Fee	Case Anywhere, LLC	\$ 141.00
1/8/24	Joint Status Conference Statement	Rapid Legal	\$ 15.66
7/3/24	System Access Fee	Case Anywhere, LLC	\$ 147.00
10/5/24	System Access Fee	Case Anywhere, LLC	\$ 177.00
12/19/24	Motion for Preliminary Approval of Settlement	Rapid Legal	\$ 79.05
1/6/25	System Access Fee	Case Anywhere, LLC	\$ 183.00
2/5/25	System Access Fee	Case Anywhere, LLC	\$ 45.00
3/5/25	System Access Fee	Case Anywhere, LLC	\$ 49.00
4/4/25	System Access Fee	Case Anywhere, LLC	\$ 45.00
5/2/25	System Access Fee	Case Anywhere, LLC	\$ 45.00
5/8/25	Notice of Association of Counsel	Rapid Legal	\$ 17.34
5/19/25	Amended Motion for Preliminary Approval of Settlement	Rapid Legal	\$ 79.05
6/11/25	Amended [Proposed] Order Granting MPA	Rapid Legal	\$ 17.34
6/24/25	Document Retrieval	LA Superior Court	\$ 4.00
7/1/25	System Access Fee	Case Anywhere, LLC	\$ 57.00
8/4/25	System Access Fee	Case Anywhere, LLC	\$ 45.00
9/2/25	System Access Fee	Case Anywhere, LLC	\$ 45.00
FUTURE	System Access Fees (10.25 - 1.26)	Case Anywhere, LLC	\$ 171.00
FUTURE	Motion for Final Approval of Settlement	Rapid Legal	\$ 79.05
FUTURE	Decl of Class Admin re Final Distribution	Rapid Legal	\$ 18.00
FUTURE	Ntc of Entry of Final Order & Judgment	Rapid Legal	\$ 18.00

Total	\$ 7,689.37
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EXHIBIT 3