

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

Alvin B. Lindsay (SBN 220236)

a.lindsay@d.law

Enoch Kim (SBN 261146)

e.kim@d.law

Arianna N. Razi (SBN 356930)

a.razi@d.law

450 N. Brand Blvd. Suite 840,

Glendale, CA 91203

Telephone: (818) 962-6465

Fax: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)

d.yeremian@d.law

450 N. Brand Blvd. Suite 840,

Glendale, CA 91203

Telephone: (818) 962-6465

Fax: (818) 962-6469

Attorneys for Plaintiff RICARDO ANTONIO PEREZ FLORES,
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

**[PROPOSED] ORDER GRANTING
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 Enoch J. Kim, Ricardo Antonio
Perez Flores, and Stacey Shim; 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

1 This matter having come before the Court on December 5, 2025 at 10:00 a.m. in Department
2 11 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012,
3 for a scheduled Final Approval Hearing and entry of an Order Granting Plaintiff's Motion for Final
4 Approval of Class Action and PAGA Settlement Agreement ("Final Order") consistent with the
5 Court's June 12, 2025 Amended Order Granting Plaintiff's Motion for Preliminary Approval of the
6 Parties' Class Action and PAGA Settlement Agreement ("Preliminary Approval Order"), and as set
7 forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or
8 "Settlement") entered into between Plaintiff RICARDO ANTONIO PEREZ FLORES (hereinafter
9 "Plaintiff"), on behalf of himself and all other similarly situated employees of Defendant L.A.
10 HARDWOOD FLOORING, INC. ("Defendant") (collectively, "the Parties") and Defendant, and
11 due and adequate notice having been given to Class Members as required by the Preliminary
12 Approval Order, and the Court having considered all papers filed and proceedings, and having
13 received no objections to approval of the Settlement, and determining that the Settlement is fair,
14 adequate and reasonable, and otherwise being fully informed and good cause appearing,

15 **IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

16 1. This Final Order incorporates the Settlement Agreement. Unless otherwise provided,
17 all capitalized terms used in this Final Order shall have the same meaning as defined in the
18 Settlement Agreement. For purposes of this Final Order and the accompanying Judgment, the term
19 "Defendant" means L.A. Hardwood Flooring, Inc.

20 2. Consistent with the definitions provided in the Settlement Agreement, the Class
21 consists of individuals who are or were employed as non-exempt hourly employees of Defendant in
22 California at any time from August 16, 2018 through June 10, 2025.

23 3. Because adequate notice has been disseminated and all potential Class Members have
24 been given an opportunity to opt out of the Settlement, the Court has jurisdiction over the subject
25 matter of this proceeding and over all parties to this proceeding, including all Class Members. In
26 addition, the Court has personal jurisdiction over all Class Members with respect to the Action and
27 the Settlement.

28 ///

1 4. Distribution of the Notice of Class and PAGA Action Settlement (“Class Notice”)
2 directed to the Class Members, as set forth in the Settlement Agreement, has been completed in
3 conformity with the Preliminary Approval Order, including individual notice to all Class Members
4 who could be identified through reasonable effort, and the best notice practicable under the
5 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
6 matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth
7 in the Settlement Agreement and fully satisfied the requirements of California law, the California
8 and United States Constitutions (including the Due Process Clause), the requirements of Code of
9 Civil Procedure § 382 and California Rules of Court rule 3.766, and any other applicable law. The
10 Class Notice also provided due and adequate notice to Class Members of their right to exclude
11 themselves from the Settlement, as well as their right to object to any aspect of the proposed
12 Settlement.

13 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
14 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
15 reference, the Court finds the Settlement was entered into in good faith and further finds that the
16 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
17 Participating Class Members. Plaintiff has satisfied the standards and applicable requirements for
18 final approval of this class action Settlement under California law, including the provisions of
19 California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule
20 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*,
21 4 Cal. 3d 800, 821 (1971).

22 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
23 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
24 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
25 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
26 negotiations. In granting final approval of the Settlement Agreement, the Court considered the
27 nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
28 proceeds among the Participating Class Members, and the fact that a settlement represents a

1 compromise of the Parties' respective positions rather than the result of a finding of liability at trial.
2 Additionally, the Court finds that the terms of the Settlement Agreement had no obvious deficiencies
3 and did not improperly grant preferential treatment to any individual Class Member. Accordingly,
4 the Court finds that the Settlement Agreement was entered into in good faith.

5 7. Effective on the date when Defendant fully funds the Gross Settlement Amount and
6 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
7 Plaintiff and all Participating Class Members shall be bound by the releases set forth in the
8 Settlement Agreement.

9 8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
10 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
11 alleged in the Action, nor is this Final Order a finding of the validity of any claims in the Action, or
12 of any wrongdoing by Defendant or any of the other Released Parties.

13 9. The Court confirms D.Law, Inc. and David Yeremian & Associates, Inc. as Class
14 Counsel and finds that Class Counsel has adequately represented the Class for purposes of entering
15 into and implementing the Settlement.

16 10. The Court finds the \$130,000.00 Gross Settlement Amount provided for under the
17 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
18 the Settlement in accordance with the terms of the Settlement Agreement.

19 11. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
20 set forth in Class Counsel's application, an award of attorneys' fees in the amount of \$43,333.33
21 and for costs and expenses in the amount of \$7,689.37 as final payment for and complete satisfaction
22 of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is hereby granted.
23 The Court finds that Class Counsel's request falls within the range of reasonableness and that the
24 result achieved justifies the award and that the requested expenses were reasonably incurred. The
25 payment of fees and costs to Class Counsel shall be made from the Gross Settlement Amount in
26 accordance with the terms of the Settlement Agreement. The Court shall examine the final
27 accounting at a Compliance Hearing set on _____, 2026.

28 ///

1 12. It is ordered that a service payment of \$5,000.00 for Plaintiff Ricardo Antonio Perez
2 Flores is fair and reasonable as a service award for his service to the class.

3 13. The Court further approves the payment of \$6,500.00 to Apex Class Action, LLC to
4 cover the costs of administration as provided for in the Settlement Agreement. The payment
5 authorized by this paragraph shall be made in accordance with the terms of the Settlement
6 Agreement.

7 14. The Court also approves a payment of \$10,000.00 for claims asserted under
8 California's Private Attorneys General Act ("PAGA Penalties"), with 75% of the PAGA Penalties
9 (\$7,500.00) paid to the California Labor and Workforce Development Agency ("LWDA") ("LWDA
10 PAGA Payment") and the other 25% (\$2,500.00) paid to the Aggrieved Employees as Individual
11 PAGA Payments (as defined in the Settlement Agreement). The PAGA Penalties payments shall be
12 made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13 15. The Court finds the settlement payments from the Net Settlement Amount provided
14 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
15 orders the calculations and the payments to be made and administered to the Participating Class
16 Members in accordance with the terms of the Settlement Agreement. The settlement payments
17 authorized by this paragraph shall be made in accordance with the terms of the Settlement
18 Agreement. It is also ordered that, after 180 days from the date of distribution of settlement funds to
19 the Class, the funds from any uncashed and cancelled checks will be tendered to the State of
20 California Controller's Unclaimed Property Fund.

21 16. Defendant shall not be required to pay any additional amounts in connection with the
22 Settlement other than those amounts specifically set forth in the Settlement Agreement.

23 17. If the Settlement does not become final and effective in accordance with the terms of
24 the Settlement Agreement, then this Final Order and all orders entered in connection with the Final
25 Order, including the accompanying Judgment, shall be rendered null and void and shall be vacated.

26 18. Without affecting the finality of the Settlement, this Order, or accompanying
27 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and
28 continuing jurisdiction over the above-captioned action and the Parties, including all Participating

1 Class Members, relating to the Action and the administration, consummation, enforcement, and
2 interpretation of the Settlement Agreement, this Final Order, and for any other necessary purpose.

3 19. There is no reason to delay the enforcement of this Order and the accompanying
4 Judgment.

5 **IT IS SO ORDERED.**

6
7 Dated: _____, 2025

8 Hon. David S. Cunningham III
9 Judge of the Superior Court
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28