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ISRAEL FLORES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ISRAEL FLORES, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

KML SERVICES, INC., a California Corporation; and DOES 1 through 100,

Defendants.

CASE NO.: 30-2024-01375907-CU-OE-CXC

[Assigned for ALL Purposes to the Honorable Judge Melissa R. McCormick – Department CX105]

PLAINTIFF'S FURTHER SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: : 12/17/2026
Time: : 2:00 p.m.
Dept.: CX105

Complaint filed: January 24, 2024
FAC filed: April 2, 2024
Trial Date: Not set

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

Plaintiff Israel Flores ("Plaintiff") submits the following Further Supplemental Briefing in response to the various concerns raised in the Court's Order of July 16, 2026 ("Order"). Plaintiff and Defendant KML Services, Inc., ("Defendant") (collectively, the "Parties") have met and conferred regarding the issues raised, and address each item as follows:

As to the Settlement:

1. **In the March 5, 2026, order (ROA 104), the court ordered the parties to provide, *inter alia,* the estimated average individual PAGA payment. 3/5/26 Order (ROA 104) No. 4. This has not been done.**

The proposed Administrator, Phoenix Class Action Administration Solutions, has confirmed that 502 Aggrieved Employees worked approximately 10,679 weekly pay periods during the PAGA Period from January 26, 2023 to September 11, 2025.[1] The Settlement Agreement allocates $48,500.00 of the Gross Settlement Amount toward penalties under the PAGA, of which $12,125.00 (25%) shall be paid to Aggrieved Employees. Thus, each weekly PAGA pay period is valued at approximately $1.14 ($12,125.00/10,679). Based upon this calculation, the highest Individual PAGA Payment to be paid is approximately $156.18, the lowest Individual PAGA Payment to be paid is approximately $1.14, and the average Individual PAGA Payment to be paid is approximately $24.15.

2. **In the March 5, 2026, order, the court ordered plaintiff to provide his total compensation anticipated to be received (including for any individual claims and excluding any enhancement award). 3/5/26 Order (ROA 104) No. 5. Plaintiff states he anticipates receiving $498.85 as his individual class payment and no individual PAGA payment. Does plaintiff anticipate receiving any compensation for any individual claims?**

[1] The approximate number of weekly pay periods during the PAGA Period was revised down (from 12,383 to 10,679) following Defendant's performing a complete audit/review and revision to the previous employee spreadsheets that had been used in this action to ensure that the final list is accurate. Defendant found and corrected errors in the previous spreadsheet, summarized as follows: (1) the prior lists inadvertently included exempt employees who had never been non-exempt during the class or PAGA periods; (2) several hire dates were inaccurate in the previous spreadsheets and were corrected in the updated spreadsheet; and (3) many employees had left the company and then returned (in most cases, their return date was sometime in 2025 after having been separated for a long period of time), but the previous employee spreadsheet had treated those instances as continuance employment.

Plaintiff will not receive any compensation for any individual claims beyond the anticipated $498.85 Individual Class Payment. Plaintiff has not entered into any separate individual settlement agreement with Defendant.

3. The "Released Parties" provision in paragraph 1.41 of the settlement agreement is unclear and appears to be missing words. To whom does subsection (iii) pertain? Is there a word missing between "parents, subsidiaries" in subsection (ii)? Is there a word missing between "subsidiaries;" and "(iii)"? Is there a word missing between "partners, managers"?

The Parties have revised the definition of "Released Parties" in Section 1.41 to correct grammatical omissions that resulted from the prior deletions. No substantive change to the scope of the release is intended. Specifically:

a) Subsection (iii) pertains to Defendant. The phrase "of any of the foregoing" was deleted in the prior revision, and the Parties have now added "of Defendant" to the end of subsection (iii) to make clear that it refers to Defendant's past, present, and future shareholders, directors, officers, employees, members, partners, and managers.

b) The word "and" was missing between "parents" and "subsidiaries" in subsection (ii). It has been inserted, and the preceding comma removed.

c) The word "and" was missing between "subsidiaries;" and "(iii)." It has been inserted.

d) The word "and" was missing between "partners," and "managers" in subsection (iii). It has been inserted.

The Parties have also deleted the word "respective" from subsection (ii) as unnecessary, because there is a single Defendant. A true and correct copy of the redlined version of the further revised Settlement Agreement reflecting all changes is attached as **Exhibit A** to the Declaration of Sam Sani in support of Further Supplemental Brief filed concurrently herewith ("Sani Decl."). A true and correct copy of the clean and fully-executed version of the further revised Settlement Agreement is attached as **Exhibit B** to the Declaration of Sam Sani in support of Further Supplemental Brief filed concurrently herewith.

4. The parties should provide legal authority supporting the last sentence of paragraph 7.6 or that sentence should be removed.

The Parties have removed the last sentence of paragraph 7.6. *See* Sani Decl., Exhibit A, Exhibit B.

The Parties made a corresponding change to the Class Notice at Section 4(3). A true and correct copy of the redlined version of the further revised Class Notice reflecting all changes is attached as **Exhibit C** to the declaration of Sam Sani in support of Further Supplemental Brief filed concurrently herewith. A true and correct copy of the clean and finalized version of the further revised Class Notice is attached hereto as **Exhibit D** to the declaration of Sam Sani in support of Further Supplemental Brief filed concurrently herewith. *See* Sani Decl., Exhibit C (p. 6), Exhibit D (p. 6).

5. In the March 5, 2026 order, the court stated that while it will not determine the amount of attorneys' fees to be awarded until final approval, the court is unlikely to approve attorneys' fees in excess of 30% of the gross settlement amount absent unique circumstances. The court stated that plaintiff's counsel should address in the supplemental filing whether any such unique circumstances exist here. Plaintiff's counsel states that counsel is not aware of any unique circumstances. Supp. Brief (ROA 111) at 7:7. The court preliminarily finds attorneys' fees not to exceed 30% of the gross settlement amount reasonable for this case.

The Parties acknowledge the Court's preliminary finding.

6. In the March 5, 2026, order, the court noted that plaintiff's counsel seeks costs not to exceed $25,000. The court stated that plaintiff's counsel should provide an itemized list of costs incurred to date, and that nonrecoverable items such as postage, mailing and legal research charges should not be included. 3/5/26 Order (ROA 104) No. 18. Plaintiff's counsel (Haines Law Group, APC) has nevertheless included postage and legal research costs. Haines Decl. (ROA 115), ¶ 3. These charges, as well as nonrecoverable copying charges, should be removed.

Plaintiff has removed $78.45 in "Copying and Postage" and $102.11 in "Legal Research" costs from the costs previously listed in Plaintiff counsel's Haines Law Group, APC costs. *See* Declaration of Paul K. Haines in support of Further Supplemental Brief filed concurrently herewith, ¶ 3.

7. In the March 5, 2026, order, the court noted that plaintiff sought an enhancement award of $10,000. The court stated that while it will not determine the amount of any enhancement award for plaintiff until final approval, the court is unlikely to approve an enhancement award in excess of $2,500 absent unique circumstances. The court stated that plaintiff should

address in the supplemental filing whether any such unique circumstances exist here. The circumstances described in plaintiff's supplemental brief (ROA 111 at 7:24-8:2) are not unique. Plaintiff also states in the supplemental brief that a $7,500 enhancement award is reasonable "given Plaintiff's general release of all claims, including a waiver of rights under Civil Code section 1542." Supp. Brief (ROA 111) at 7:25-26. An enhancement award is not intended to serve as consideration for the release of additional claims, but rather to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, in some circumstances, to recognize their willingness to act as a private attorney general. The court preliminarily finds an enhancement award not to exceed $2,500 reasonable for this case.

The Parties acknowledge the Court's preliminary finding.

As to the Class Notice:

8. The notice should be revised consistent with the above.

The Parties have revised the Class Notice to ensure it is consistent with the above revisions to the Settlement Agreement. *See* Sani Decl., Exhibit C (p. 6), Exhibit D (p. 6).

9. As stated above, the parties should provide legal authority supporting the last two sentences of section 4(3) of the notice or those sentences should be removed.

The Parties revised the Class Notice at the last sentence of Section 4(3) to ensure it is consistent with the above-described revision to Paragraph 7.6 of the Settlement Agreement. *See* Sani Decl., Exhibit C (p. 6), Exhibit D (p. 6).

10. All of the first paragraph of section 7 after the first sentence should be removed. The remaining sentence should become the first sentence of the second paragraph

The Parties revised the Class Notice in accordance with the Court's direction. *See* Sani Decl., Exhibit C (Section 7), Exhibit D (Section 7).

11. The notice should advise the aggrieved employees that they are bound by the PAGA release even if they do not cash their checks. 3/5/26 Order (ROA 104) No. 38.

The Parties revised the Class Notice in accordance with the Court's direction. *See* Sani Decl., Exhibit C (Section 3(10)), Exhibit D (Section 3(10)).

12. Section 9 of the notice should state that the settlement administrator will post the judgment on the case website for at least 180 days. 3/5/26 Order (ROA 104) No. 39.

The Parties revised the Class Notice in accordance with the Court's direction. *See* Sani Decl., Exhibit C (Section 9), Exhibit D (Section 9).

13. The method of submitting the exclusion form stated on the form is inconsistent with the settlement agreement and should be revised.

The Parties have revised the Request for Exclusion Form attached to the Class Notice as follows:

a) Consistent with Paragraph 7.5.1 of the Settlement Agreement, which permits Class Members to submit a Request for Exclusion "by fax, email, or mail," the Request for Exclusion Form's instruction now reads: "To be valid, this form must be faxed, emailed, or mailed (postmarked) to the Settlement Administrator no later than _____, at:"

b) The Request for Exclusion Form previously listed only the Administrator's mailing address. The Request for Exclusion Form now provides the Administrator's mailing address, fax number, and email address so that Class Members may use any of the three methods authorized by the Settlement Agreement.

c) Consistent with Paragraph 7.5.1 of the Settlement Agreement, which provides that the Request for Exclusion Form includes the Class Member's "name, address and email address or telephone number," the Request for Exclusion Form now includes a field for the Class Member's email address, which appears as an alternative to telephone number ("Email Address or Telephone No."), and the Parties have removed the request for Class Members' last four digits of Social Security number.

The revised Request for Exclusion Form is consistent with the method of submission and the information requirements set forth in Paragraph 7.5.1 of the Settlement Agreement. *See* Sani Decl., Exhibit C (Request for Exclusion Form), Exhibit D (Request for Exclusion Form).

14. The method of submitting objection form stated on the form is inconsistent with the settlement agreement and should be revised.

The Parties have revised the Objection Form attached to the Class Notice as follows:

a) Consistent with Paragraph 7.7.2 of the Settlement Agreement, which permits Participating Class Members to send the Objection Form "by fax, email, or mail," the Objection Form now reads: "Complete and fax, email, or mail this form to the Administrator so that it is faxed, emailed, or postmarked no later than _____, at:"

b) The Objection Form previously listed only the Administrator's mailing address. The Objection Form now provides the Administrator's mailing address, fax number, and email address so that Class Members may use any of the three methods authorized by the Settlement Agreement.

c) Consistent with the revisions to the Request for Exclusion Form, the Parties have removed the request for the last four digits of the Class Member's Social Security number from the Objection Form and added a field for the Class Member's email address or telephone number.

d) The introductory paragraph of the Objection Form now states that a Class Member may appear at the Final Approval Hearing personally or through an attorney, consistent with Paragraph 7.7.2. of the Settlement Agreement.

The revised Objection Form is consistent with the methods of submission set forth in Paragraph 7.7.2 of the Settlement Agreement. *See* Sani Decl., Exhibit C (Objection Form), Exhibit D (Objection Form).

15. As stated in the March 5, 2026, order (ROA 104, No. 40), a certified copy of the translated notice should be attached as exhibit to the proposed order.

The proposed Administrator, Phoenix Class Action Administration Solutions, provided Plaintiff's counsel a certified Spanish translation of the revised Class Notice, a true and correct copy of which is attached as Exhibit C to the Revised Proposed Order filed concurrently herewith.

As to the Proposed Order:

16. The proposed order should be revised consistent with the above.

The Parties have revised the Proposed Order consistent with the foregoing revisions to the Settlement Agreement, Class Notice, Request for Exclusion Form, and Objection Form. A redlined copy of the Revised Proposed Order reflecting all changes to the previously submitted

Proposed Order is attached as **Exhibit E** to the declaration of Sam Sani filed in support of Further Supplemental Brief filed concurrently herewith.

17. The parties did not submit a separate copy of the proposed order but rather submitted the proposed order as an exhibit to the Sani Declaration (ROA 116). The proposed order should be submitted as a separate document. The settlement agreement, any amendment(s) thereto, and the notice packet (in all languages) should be attached to the proposed order as exhibits.

The Revised Proposed Order is filed concurrently herewith as a separate document. The Revised Proposed Order contains the following exhibits:

a) Exhibit A: fully-executed version of the further revised Settlement Agreement;

b) Exhibit B: further revised Class Notice;

c) Exhibit C: certified Spanish translation of the further revised Class Notice.

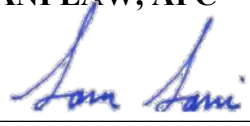
18. Submission to the Labor and Workforce Development Agency

On November 18, 2026, Plaintiff submitted a true and correct copy of (1) the instant Further Supplemental Brief, (2) the Declaration of Sam Sani in support of the Further Supplemental Brief, (3) the Declaration of Paul K. Haines in support of the Further Supplemental Brief, and (4) the Revised Proposed Order, to the LWDA via the LWDA's online portal. A true and correct copy of the proof of submission of these documents to the LWDA on November 18, 2026 is attached as **Exhibit F** to the Declaration of Sam Sani in support of Further Supplemental Brief filed concurrently herewith.

Respectfully submitted,

Dated: November 18, 2026

SANI LAW, APC

By: 

Sam Sani
Attorney for Plaintiff
ISRAEL FLORES