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Attorneys for Plaintiffs NOEMY FLORES and KIMBERLY WUJEK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

NOEMY FLORES and KIMBERLY
WUJEK, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

AVEN GROUP, INC., a California
corporation; AVEN CARE PROVIDERS,
INC., an entity of unknown origin; and DOES
1 through 50, Inclusive,

Defendants.

Case No. 21STCV36642

**DECLARATION OF NOEMY FLORES IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: February 11, 2025
Time: 10:00 a.m.

Judge: Hon. Kenneth R. Freeman
Dept.: 14

1 I, NOEMY FLORES, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiffs' Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Plaintiffs' Motion for
5 Attorneys' Fees, Litigation Costs, and Class Representative Payments. I have personal knowledge of all
6 the facts stated herein. I could and would competently testify under oath to these facts in court if
7 requested to do so.

8 2. I retained Class Counsel in May 2021 and filed the lawsuit in October 2021. I filed the
9 case on behalf of myself and a class of persons defined as all current and former employees who were
10 all of Defendants' current and former non-exempt employees employed in California at any time during
11 the period of October 5, 2017, through August 24, 2023 ("Class Period").

12 3. I worked for Defendants as a non-exempt employee, paid on an hourly basis, and entitled
13 to legally mandated meal and rest periods and minimum wage and overtime compensation, in Los
14 Angeles County, from 2015 to September 2020.

15 4. I filed the case because I believed my rights as an employee were violated by Defendants
16 and also the rights of other employees that worked for Defendants. Among other claims, I believe
17 Defendants failed to pay for all time worked, failed to furnish accurate itemized wage statements, failed
18 to reimburse employees for the use of their personal cell phones, and failed to timely pay all wages when
19 due.

20 5. Before I initiated the case as a Plaintiff and Class Representative, I spoke at length with
21 my attorneys. We discussed my work experience and how company policies were applied to me and
22 other employees. I provided the attorneys with documents they requested. We reviewed the documents
23 together and asked and answered many questions regarding my experience working for Defendants, the
24 litigation process, and about class actions generally.

25 6. During these conversations, I learned about my responsibilities as a Plaintiff in the lawsuit
26 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
27 than merely seeking my individual claims substantially increased the risk to me. Those risks included
28 the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class action if

1 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
2 the attorneys and the Court because I needed to prove that I was an adequate class representative.
3 Further, I understood that I would lose some autonomy over my individual claims that I could not make
4 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
5 of the Settlement Class in mind.

6 7. I also understood that pursuing this litigation created a very public record of my grievances
7 with Defendants which produced the risk that a future employer could hold it against me that I sued a
8 former employer.

9 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
10 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
11 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
12 claims may be greater than my ultimate recovery from the net class settlement amount.

13 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
14 I believed violations occurred and most employees would not know what their rights are and even if
15 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

16 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
17 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
18 because I wanted to keep up with developments in the case which I understood was one of my duties as
19 a class representative.

20 11. **Review and Approval of Settlement:** A mediation was held on August 24, 2023. Even
21 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
22 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
23 with my attorneys after the mediation, who made me aware that a settlement was reached. I was satisfied
24 with the terms of the settlement that was agreed to by the parties. I reviewed and signed the
25 Memorandum of Understanding on August 28, 2023, and when the settlement papers were ready, I again
26 spoke with my attorneys and reviewed the settlement agreement which I signed on December 17, 2023.
27 Further, I was also in contact with my attorneys to review the amended settlement agreement, which I
28 signed on July 26, 2024.

1 12. **Broad General Release:** I understand that the Class Representative Payment is intended,
2 in part, to compensate me for my release of the Released Class Claims. Additionally, unlike the other
3 Class Members, I also granted Defendants a broad general release and waiver of claims pursuant to
4 California Civil Code section 1542, and released Defendants from all claims, transactions, or
5 occurrences, known or unknown, accrued or unaccrued, that I may have against Defendants and the
6 Released Parties.

7 13. **Participation:** Since I retained Class Counsel approximately forty-five months ago, I
8 have been actively involved with this class action lawsuit performing the duties described above. While
9 I did not keep formal time records, I was in regular contact with my attorneys, reviewed important court
10 filings, and spent considerable time on the issues presented during the litigation and in the settlement
11 process. I estimate that I spent approximately 30-40 hours working on this case.

12 14. Also, my attorneys explained to me that the settlement process involved a two-step review
13 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
14 and paid. I knew this process also involved notifying all class members of the settlement terms and of
15 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
16 settlement.

17 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
18 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
19 that the requested Class Representative Payment in the amount of \$10,000 from the settlement is fair
20 compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices
21 made not pursuing this case individually, and (4) the risks I undertook.

22 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
23 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendants'
24 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
25 for \$10,000 as a service award is fair and reasonable.

26 17. Further, I support my attorneys' application for Attorneys' Fees and Litigation Costs in
27 the amount of \$53,333.33, comprised of \$38,333.33 for attorneys' fees (one-third of the Total Settlement
28 Amount) and \$15,000.00 for reimbursement of actually incurred litigation expenses. I also agreed to

1 and support the fee split as follows between Zakay Law Group, APLC and The JCL Law Firm, APC:
2 50% to Zakay Law Group, APLC and 50% to The JCL Law Firm, APC.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed on 01/10/2025, at Los angeles (Location/City), California.

5
6 By: 
• Noemy flores (Jan 10, 2025 08:27 PST)
7 NOEMY FLORES