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10 Attorneys for Plaintiff Alberto Ramos, individually and on behalf of other persons
11 similarly situated and similarly aggrieved employees

12 [ADDITIONAL COUNSEL LISTED AFTER CAPTION]

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

15 ALBERTO RAMOS, individually and on
16 behalf of other persons similarly situated
17 and similarly aggrieved employees,
18 Plaintiffs,
19 v.

20 LIBERTY CONTAINER CORP., an
21 active California Limited Liability
22 Company; and DOES 1 through 10,
23 Defendants.

24 ROGER RODRIGUEZ on behalf of
25 himself and on behalf of all persons
26 similarly situated and similarly aggrieved
27 employees,

28 Plaintiff,

v.

LIBERTY CONTAINER COMPANY, a
California Corporation (aka Key
Container Company); and DOES 1-50,
Inclusive,

Defendants.

Case No.: 20STCV06560 (lead);
20STCV13959

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Lawrence Riff
in Dept. SS-7]*

**DECLARATIONS OF HAIK HACOPIAN,
ZORIK MOORADIAN, JEREMY
ROMERO JEAN-CLAUDE LAPUYADE,
SHANI O. ZAKAY, ALBERTO RAMOS,
ROGER RODRIGUEZ AND EXHIBITS
IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

[FILED CONCURRENTLY WITH
PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVES' ENHANCEMENT
AWARDS, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT; AND
[PROPOSED] ORDER]

Date: October 7, 2022

Time: 11:00 a.m.

Dept.: SS-7

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Declaration of HAIK HACOPIAN

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacopian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of California.
4 I work for Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff
5 Alberto Ramos and have been appointed as Class Counsel in the class action lawsuit entitled
6 *Alberto Ramos, individually and on behalf of other persons similarly situated and similarly*
7 *aggrieved employees v. Liberty Container Corp.*, and bearing Los Angeles County Superior
8 Court Case No. 20STCV06560, which has been consolidated with the class action lawsuit
9 entitled *Roger Rodriguez on behalf of himself and on behalf of all persons similarly situated*
10 *and similarly aggrieved employees v. Liberty Container Company*, and bearing Los Angeles
11 County Superior Court Case No. 20STCV13959. I make this Declaration in support of
12 Plaintiffs' Motion for Final Approval based on my own personal knowledge and if called as
13 a witness I could and would competently testify to the following facts stated herein.

14 2. I am a 2010 graduate of St. John's University School of Law. I was admitted
15 to the New York State Bar in February of 2011 and was assigned Registration Number
16 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned
17 State Bar Number 282361 and have been active and in good standing since. I have
18 been involved in the litigation of complex cases at all stages throughout my career including
19 wage and hour class actions and representative PAGA actions. I am currently actively
20 involved with numerous class action and PAGA matters in various litigation stages.

21 3. The following is a short title index of wage-and-hour class action cases
22 in which I have represented and/or continue to represent named plaintiff in the capacity of co-
23 counsel: Nuno v. Universal Building Maintenance/BC541570; Perez v. Quest
24 Nutrition/BC630914; Cabrera v. Complete Facilities Maintenance/BC538248; Cardenas v.
25 Iron Mountain/BC620476 (appointed as class counsel); Hernandez v. Johnny
26 Rockets/BC604536; Castro v. Advanced Cosmetic Research/BC634270; Linares v. Personal
27 Touch Cleaning/BC613182; Escalante v. Friendly Hills Country Club/BC640583 (appointed
28 as class counsel); Fuentes v. Kamran Staffing/BC604535 (appointed as class counsel);

1 Martinez v. Pampanga Food Company/BC637207; Perez v. El Pollo Loco/JCCP4957
2 (appointed as class counsel); Rosa v. Intercontinental Hotels/BC566377; Serrano v. Noise
3 (appointed as class counsel); Contreras v. Golden State Foods/BC708535; Avina v. Marriott
4 Vacations Worldwide/8:18-cv-00685-JVS-JPR (appointed as class counsel); Balaguer v.
5 Eminent, Inc/19STCV16803 (appointed as class counsel).

6 4. I am familiar with California wage and hour law including the
7 laws governing the alleged violations and the Orders of the Industrial Welfare Commission,
8 and the Private Attorneys General Act.

9 5. I know of no conflicts as to why I, or Mr. Mooradian, could not continue to
10 serve as Class Counsel in this matter and I am fully aware of the responsibilities I owe
11 as Class Counsel to the class in this action. I also know of no conflicts that would preclude
12 Mr. Ramos from continuing to serve as a Class Representative in this matter.

13 6. As a result of my prior experience, including as class counsel in other wage
14 and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the
15 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
16 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
17 settlement continues to remain fair to the class, reasonable and more than adequate in view of
18 (i) the strength of Plaintiffs' claims and Defendants' defenses, (ii) the risk, expense,
19 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining
20 class certification and maintaining class action status through trial, (iv) the total settlement
21 amount of \$395,000 offered in settlement allowing for significant individual recoveries by the
22 102 participating class members, (vii) the discovery conducted by the Parties in this case, (vi)
23 my experience with similar settlements in wage and hour class actions that have received court
24 approval, (viii) the fact that the settlement was the result of arms' length negotiations between
25 experienced counsel facilitated by Mr. Jeffrey Krivis, a respected neutral mediator; and (ix)
26 the positive response from the settlement class as reflect by the absence of any objections or
27 exclusion requests.

1 7. On February 20, 2020, Plaintiff Alberto Ramos filed a class action complaint
2 against Defendant (“Ramos Action”) and Plaintiff Roger Rodriguez filed a separate class
3 action complaint on April 9, 2020 (“Rodriguez Action”). Prior to filing suit, each Plaintiff had
4 communicated a notice letter pursuant to the Private Attorneys General Act (“PAGA”) to
5 Defendant and to the Labor and Workforce Development Agency (“LWDA”)

6 8. On September 18, 2020, the Ramos Action and the Rodriguez action were
7 consolidated through the filing of a Consolidated Complaint and which added a representative
8 PAGA cause of action in accordance with the notices communicated by both Plaintiffs. On
9 October 19, 2020, Defendant filed its Answer to the Consolidated Complaint.

10 9. The Parties have conducted investigation of the operative facts and applicable
11 law during the pendency of the case through informal discovery. The defenses have been
12 assessed into and the parties have engaged in a meaningful exchange of records re same.
13 Additionally, Plaintiffs have reviewed and examined class data and have retained the services
14 of an expert who has analyzed the damages and evaluated the potential class wide exposure.
15 The Parties’ mediation was preceded by the production of a significant number of documents
16 and wage related electronic records for Plaintiffs and the putative class which included a class
17 list with hire and separation dates, relevant policies, time and pay records for a sample of 25
18 employees, final wage statements for 38 former employees, a union contract, and time cards
19 and personnel files for both Plaintiffs.

20 10. On July 28, 2021, Plaintiffs and Defendant participated in a full-day mediation
21 before Mr. Jeffrey Krivis. The Parties were able to reach a resolution at the mediation with
22 the assistance of Mr. Krivis. Ultimately, a written settlement agreement was entered into.

23 11. This Court granted preliminary approval of the Settlement on May 19, 2022
24 and entered the Preliminary Approval Order after holding a hearing on that date. Prior to the
25 hearing, on December 3, 2021, Plaintiffs filed their Motion for Preliminary Approval. On
26 March 11, 2022, the Court issued a Minute Order wherein clarifications and changes to the
27 settlement were requested. On April 28, 2022, Plaintiffs filed a Response addressing each
28 point raised by the Court’s Minute Order in turn and which included a copy of the operative

1 Amended Stipulated Settlement Agreement. A true and correct copy of the Court's
2 Preliminary Approval Order is attached hereto as **Exhibit "1"**.

3 12. Preliminary Approval Motion filings were submitted to the LWDA online,
4 proofs for which were provided with each respective filing. These submissions were in
5 addition to the PAGA Notice Letters communicated to Defendant and the LWDA.

6 13. This Settlement provides for Defendant to pay the non-reversionary settlement
7 amount of \$395,000 ("Settlement Amount"), in addition to the employer share of payroll taxes
8 on the wage component of this Settlement. S.A. ¶¶1.18, 3.5. The Net Settlement Amount is
9 the amount remaining from the Settlement Amount after deducting Class Counsel fees
10 (\$131,666.66 or one-third of the Settlement Amount), Class Counsel costs (\$16,632.07), the
11 Enhancement Awards to named Plaintiffs (\$20,000.00), settlement administration costs
12 (\$8,000.00), and LWDA payment (\$7,500.00). S.A. ¶1.11. The foregoing deductions from the
13 Settlement Amount result in an estimated Net Settlement Amount of \$211,201.27. With
14 participation by all 102 class members, the simple average settlement payment calculates to
15 \$2,070.66 ($\$211,201.27 \div 102$).

16 14. This Court found that the Settlement Class meets all the requirements for class
17 certification for settlement purposes when it granted preliminary approval of the Settlement
18 on May 19, 2022. No new circumstances have cast any doubt on the propriety of the
19 preliminary approval determination.

20 15. Plaintiffs would likely encounter extreme difficulty in certifying most of the
21 claims in this case because, while they may present substantial common liability issues, they
22 also give rise to individual damages issues. As explained in the briefing in support of the
23 Motion for Preliminary Approval, Defendant vigorously disputed Plaintiffs' claims.
24 Defendant contended that despite an automatic meal period deduction, employees were
25 generally afforded the opportunity to take breaks as they maintained a bell system, machines
26 were shut down to accommodate breaks, and employees acknowledged proper break
27 provision. Moreover, engaging in the inquiry of whether any late, short, or missed break was
28 a result of employee choice or employer coercion would entail significant individualized

1 inquiries affecting class treatment of the claims. Moreover, as to the claim for rounding and
2 off-the-clock work, individualized inquiry will be necessary to determine whether Defendant,
3 or any manager, ordered or was aware of instances of off-the-clock work. Defendant
4 vehemently denied that it engaged in any unlawful activity, failed to comply with the law in
5 any respect, or has any liability to any person or entity under the claims asserted in the lawsuit.

6 16. Various considerations bore heavily on the negotiations allowing for the
7 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable
8 compromise in view of the risks of further litigation.

9 17. An allocation method based on the number of workweeks worked during the
10 Class Period plus an additional allocation to employees whose employment ended during the
11 Class Period to compensate them for their waiting time claim is fair, adequate, and reasonable
12 because it correlates to the extent of harm allegedly suffered based on the asserted claims.

13 18. A true and correct copy of my time and cost ledger for this matter is attached
14 hereto as **Exhibit "2"**. My standard billing rate is \$415 per hour. The attached time entries
15 represent at least 70.5 hours of work I have performed on this matter which brings my total
16 lodestar to \$29,257.50 (70.5 x \$415). I anticipate working an additional 5 hours through
17 conclusion of this matter resulting in an additional lodestar of \$2,075.00. As also reflected by
18 the attached ledger, I have incurred \$404.78 in costs.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21 Executed this 14th day of September 2022, in Calabasas, California.

22
23 /s/Haik Hacopian
Haik Hacopian, Declarant
24
25
26

FILED
Superior Court of California
County of Los Angeles

MAY 19 2022

Sherri R. Carter, Executive Officer/Clerk
By Alfredo Morales deputy
ALFREDO MORALES

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ALBERTO RAMOS, individually and on
behalf of other persons similarly situated
and similarly aggrieved employees,

Plaintiff,

v.

LIBERTY CONTAINER CORP., an
active California Limited Liability
Company; and DOES 1 through 10,

Defendants.

Case No.: 20STCV06560 (lead);
20STCV13959

ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: May 19, 2022
Time: 11:00 a.m.
Dept.: SSC-7

ROGER RODRIGUEZ on behalf of
himself and on behalf of all persons
similarly situated and similarly aggrieved
employees,

Plaintiff,

v.

LIBERTY CONTAINER COMPANY, a
California Corporation (aka Key
Container Company); and DOES 1-50,
Inclusive,

Defendants.

EXHIBIT "1"

1
2 **I. BACKGROUND**

3 Plaintiffs Alberto Ramos and Roger Rodriguez sue their former employer,
4 Defendant Liberty Container Corp., for alleged wage and hour violations. Defendant is
5 engaged in the business of corrugated and solid fiber box manufacturing and operates a
6 sole manufacturing facility located at 4224 Santa Ana Street in South Gate, California,
7 where class members were employed. Plaintiffs seek to represent a class of
8 Defendant's current and former non-exempt employees.

9 On February 20, 2020, Plaintiff Ramos filed a class action complaint against
10 Defendant entitled *Alberto Ramos v. Liberty Container Corp.*, LASC Case No.
11 20STCV06560 ("*Ramos* Action"). On April 9, 2020, Plaintiff Rodriguez filed a class
12 action complaint against Defendant entitled *Roger Rodriguez v. Liberty Container*
13 *Corp.*, LASC Case No. 20STCV13959 ("*Rodriguez* Action").

14 On September 18, 2020, the *Ramos* Action and the *Rodriguez* Action were
15 consolidated through the filing of a Consolidated Complaint with the earlier *Ramos*
16 action being designated the lead case. The operative Consolidated Complaint alleges
17 causes of action for: (1) Failure to Pay Minimum and Overtime Wages; (2) Failure to
18 Provide Required Meal Periods; (3) Failure to Provide Required Rest Periods; (4)
19 Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Timely Pay
20 Vacation Wages at Termination; (6) Failure to Provide Accurate Wage Statements; (7)
21 Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, et seq.; and
22 (8) Penalties Pursuant to Private Attorneys General Act ("PAGA").

23 On July 28, 2021, Plaintiffs and Defendant participated in a full-day mediation
24 before Jeffrey Krivis and were able to reach a resolution at the mediation. The parties
25

1 subsequently entered into the *Stipulated Settlement Agreement* (“Settlement
2 Agreement”), a copy of which was filed with the Court.

3 On March 10, 2022, the Court issued a “checklist” to the parties pertaining to
4 deficiencies in the proposed settlement. In response, the parties filed further briefing,
5 including the Amended Settlement Agreement attached to the Supplemental
6 Declaration of Haik Hacopian (“Hacopian Decl.”) as Exhibit B.

7 Now before the Court is Plaintiffs’ motion for preliminary approval of the
8 settlement. For the reasons set forth below, the Court preliminarily grants approval for
9 the settlement.

10 11 **II. THE TERMS OF THE SETTLEMENT**

12 **A. SETTLEMENT CLASS AND RELATED DEFINITIONS**

13 “Settlement Class” and “Settlement Class Members” means shall refer to the
14 following: All non-exempt Union production employees (covered by the Collective
15 Bargaining Agreement) who are or previously were employed by Defendant in
16 California during the period of February 20, 2016 through July 28, 2021. (§1.21)

17 “Class Period” means that period from and including February 20, 2016 through
18 July 28, 2021. (§1.5) Defendant has represented that the Settlement Class consisted of
19 approximately 102 individuals as of July 28, 2021 who worked approximately 17,200
20 workweeks during the Class Period. If the workweek number is greater than 105% of
21 the workweek estimate provided for herein, or 18,060, the end date of the Class Period
22 will be adjusted so that the number of workweeks during the Class Period does not
23 exceed 105% of the estimate. (§1.20)

24 “Aggrieved Employees” means: All non-exempt Union production employees
25 (covered by the Collective Bargaining Agreement) who are or previously were

1 employed by Defendant in California during the period of February 21, 2019 until July
2 28, 2021. (§1.3)

3 “PAGA Period” means that period from and including February 21, 2019
4 through July 28, 2021. (§1.12)

5 “Participating Settlement Class Member” means a Settlement Class Member
6 who has not timely opted-out of the Settlement. (§1.13)

8 **B. THE MONETARY TERMS OF SETTLEMENT**

9 The essential monetary terms are as follows:

10 The Gross Settlement Amount (“GSA”) is **\$395,000** (§3.5). This includes
11 payment of a PAGA penalty of **\$10,000** to be paid 75% to the LWDA (\$7,500) and 25%
12 to the Aggrieved Employees (\$2,500) (§3.9).

13 The Net Settlement Amount (“Net”) (**\$205,333.34**) is the GSA less:

- 14 ○ Up to **\$131,666.66** (33 1/3%) for attorney fees (§3.6);
 - 15 ○ Up to **\$20,000** for attorney costs (*Ibid.*);
 - 16 ○ Up to **\$20,000 total [\$10,000 each]** for service awards to the proposed
17 class representatives (§3.8); and
 - 18 ○ Estimated **\$8,000** for settlement administration costs (§3.7).
- 19 ● Defendant will be responsible for paying all employer tax liabilities on the Wage
20 Component separate and apart from the Settlement Amount. (§4.9.f)
 - 21 ● Assuming the Court approves all maximum requested deductions, approximately
22 \$205,333.34 will be available for automatic distribution to participating class
23 members. Assuming full participation, the average settlement share will be
24 approximately \$2,013.07. ($\$205,333.34 \text{ Net} \div 102 \text{ class members} = \$2,013.07$).
- 25 In addition, each Aggrieved Employee will receive a portion of the PAGA

1 penalty, estimated to be \$30.48 per Aggrieved Employee. (\$2,500 or 25% of
2 \$10,000 PAGA penalty ÷ 82 Aggrieved Employees = \$30.48).

- 3 • There is no Claim Requirement (§4.2.d).
- 4 • The settlement is not reversionary (§4.15).
- 5 • Individual Settlement Share Calculation: The Settlement Administrator will
6 determine the total number of Workweeks Worked by the Settlement Class
7 during the Class Period, then divide the Net Settlement Amount, less Two
8 Thousand Five Hundred Dollars (\$2,500), by the total number of Workweeks
9 Worked by the Settlement Class and the additional Workweeks Worked to
10 determine the Per Workweek Settlement Amount. The Per Workweek
11 Settlement Amount shall then be multiplied by the number of Workweeks
12 Worked by each Settlement Class Member during the applicable Class Period to
13 determine each Settlement Class Member's Individual Settlement Amount. All
14 Settlement Class Members will be entitled to payment for at least one (1)
15 workweek. (§§ 4.3.a-b) Settlement Class Members whose employment has ended
16 during the Class Period will be allocated an additional 0.25 Workweeks Worked
17 for each Workweek Worked, up to a maximum of 6 additional Workweeks
18 Worked credit to compensate them for their waiting time and unpaid vacation
19 claims. These credited Workweeks Worked shall not increase or decrease the
20 determined total number of Workweeks Worked by the Settlement Class.

21 (§4.3.c)

- 22 ○ Only Participating Settlement Class Members shall be entitled to payment
23 under the Settlement. (§4.9.a) Any portion of the Net Settlement Amount
24 not payable to Settlement Class Members shall be distributed to
25 Participating Settlement Class Members on a proportional basis

determined by the number of Workweeks Worked by each Participating Settlement Class Member, including Workweeks Worked enhancements. (§4.9.a)

- Individual PAGA Payments: The balance of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) from the PAGA Payment (\$10,000) shall be included in the Net Settlement Amount for distribution to Settlement Class Members who were employed at anytime from February 21, 2019 to July 28, 2021 (“PAGA Period”). The sum attributable to each Aggrieved Employee shall be allocated based on the proportionate number of weekly pay periods worked by the individual Aggrieved Employee during the PAGA Period relative to the total number of weekly pay periods worked by all Aggrieved Employees during the PAGA Period. Settlement Class Members who are entitled to a PAGA share and who exclude themselves from the Settlement will still be paid their PAGA share under this paragraph and will still release the PAGA Released Claims. (§3.9)

- Tax Withholdings: 20% as wages, 80% as interest and penalties (§4.9.b). 100% of each Aggrieved Employee’s Individual PAGA Settlement Payment shall be apportioned to penalties. (§4.9.d)
- Funding and Distribution: Within thirty (30) days after the Effective Date, Defendant shall deliver the Settlement Amount to the Settlement Administrator who shall deposit said funds into a Qualified Settlement Fund created by the Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1 (“QSF”). (§4.12) The Settlement Administrator shall make the distribution from

1 the Qualified Settlement Fund not later than fourteen (14) days after receiving
2 the Settlement Amount from Defendant. (§4.13)

- 3 • **Uncashed Settlement Payment Checks:** All checks for Individual Settlement
4 Payments shall remain valid and negotiable for 180 days from the date of their
5 issuance. Any checks not cashed during the 180 day period after distribution
6 shall be void, and the Participating Settlement Class Member's release set forth
7 herein shall remain valid. After the 180 day period, all uncashed Individual
8 Settlement Payments shall be paid to CASA ("Court Appointed Special
9 Advocates") of Los Angeles, which is a non-profit 501(c)(3) advocacy group for
10 children. (§4.15) All parties and their counsel represent that they have no
11 interest or involvement in the governance or work of CASA. (See Compendium
12 of Party and Counsel Declarations Re Cy Pres Recipient.)
13

14 **C. TERMS OF RELEASES**

- 15 • **Release As To All Participating Class Members.** Upon the Effective Date and
16 funding in full of the Settlement Amount by Defendant, all Settlement Class
17 Members who do not timely opt out of the Settlement ("Participating Class
18 Members"), including their heirs, assigns, estates and representatives, shall be
19 deemed to fully forever, irrevocably and unconditionally release and discharge
20 the Released Parties from the Released Claims. The Settlement Agreement shall
21 be in full settlement, compromise, release and discharge of the Released Claims
22 and each of them, and the Released Claims by the Class Representative, and the
23 Released Parties shall have no further or other liability or obligation to any Class
24 Member and/or the Class Representative with respect to the Released Claims and
25 Class Representative's Released Claims, except as expressly provided. (§5.1)

1 ○ “Released Claims” means: all class claims alleged in the operative
2 complaint which occurred during the Class Period, and expressly
3 excluding all other claims, including claims for vested benefits, wrongful
4 termination, unemployment insurance, disability, social security, workers’
5 compensation, and class claims outside of the Class Period. (§1.16)

- 6 • Release As To All Aggrieved Employees. Upon the Effective Date and funding
7 in full of the Settlement Amount by Defendant, Plaintiffs and the State of
8 California shall be deemed to fully forever, irrevocably and unconditionally
9 release and discharge the Released Parties from the Released PAGA Claims.
10 (§5.1)

11 ○ “Released PAGA Claims” means all PAGA claims alleged in the
12 operative complaint and Plaintiffs’ PAGA notices to the LWDA which
13 occurred during the PAGA Period, and expressly excluding all other
14 claims, including claims for vested benefits, wrongful termination,
15 unemployment insurance, disability, social security, workers’
16 compensation, and PAGA claims outside of the PAGA Period. (§1.18)

- 17 • “Released Parties” means Defendant, including each of Defendant’s respective
18 past, present, and/or future, direct and/or indirect, officers, directors, members,
19 managers, employees, agents, representatives, attorneys, insurers, partners,
20 investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
21 divisions, predecessors, successors, assigns, and joint venturers. (§1.18)
- 22 • The named Plaintiffs will also provide a general release and a waiver of the
23 protections of Cal. Civ. Code §1542. (§5.2)
- 24
- 25

- The releases are effective upon the Effective Date and funding in full of the Settlement Amount by Defendant, which is to occur sixty-five (65) days after the Effective Date. (¶4.12)

D. SETTLEMENT ADMINISTRATION

- The proposed Settlement Administrator is CPT Group, Inc. (¶4.2.a), which has provided evidence that no counsel are affiliated with it and that it has adequate procedures in place to safeguard the data and funds to be entrusted to it. (See Declaration of Julie Green.)
- Settlement administration costs are estimated to be \$8,000 (¶3.7).
- Notice: The manner of giving notice is described below.
- Opt Out/Objection Dates: Settlement Class Members will have Sixty (60) days from the mailing of the Class Notice to submit a Request for Exclusion, object to the Settlement, or submit workweek disputes. (¶¶4.4.b-c)
- Notice of Final Judgment will be posted on the administrator's website (Notice pg. 9).

III. SETTLEMENT STANDARDS AND PROCEDURE

California Rules of Court, rule 3.769(a) provides: "A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing." "Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion." See Cal. Rules of Court, rule 3.769(c).

1 “In a class action lawsuit, the court undertakes the responsibility to assess
2 fairness in order to prevent fraud, collusion or unfairness to the class, the settlement or
3 dismissal of a class action. The purpose of the requirement [of court review] is the
4 protection of those class members, including the named plaintiffs, whose rights may not
5 have been given due regard by the negotiating parties.” *Consumer Advocacy Group,*
6 *Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal
7 quotation marks omitted]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
8 245, disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018)
9 4 Cal. 5th 260 (“*Wershba*”), [Court needs to “scrutinize the proposed settlement
10 agreement to the extent necessary to reach a reasoned judgment that the agreement is
11 not the product of fraud or overreaching by, or collusion between, the negotiating
12 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all
13 concerned.”] [internal quotation marks omitted].

14 “The burden is on the proponent of the settlement to show that it is fair and
15 reasonable. However, “a presumption of fairness exists where: (1) the settlement is
16 reached through arm's-length bargaining; (2) investigation and discovery are sufficient
17 to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
18 litigation; and (4) the percentage of objectors is small.” *Wershba*, 91 Cal. App. 4th at
19 245 [citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802].

20 Notwithstanding an initial presumption of fairness, “the court should not give
21 rubber-stamp approval.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
22 116, 130 (“*Kullar*”). “[W]hen class certification is deferred to the settlement stage, a
23 more careful scrutiny of the fairness of the settlement is required.” *Carter v. City of*
24 *Los Angeles* (2014) 224 Cal.App.4th 808, 819. “To protect the interests of absent class
25 members, the court must independently and objectively analyze the evidence and

1 circumstances before it in order to determine whether the settlement is in the best
2 interests of those whose claims will be extinguished.” *Kullar*, 168 Cal. App. 4th at 130.
3 In that determination, the court should consider factors such as “the strength of
4 plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation,
5 the risk of maintaining class action status through trial, the amount offered in
6 settlement, the extent of discovery completed and stage of the proceedings, the
7 experience and views of counsel, the presence of a governmental participant, and the
8 reaction of the class members to the proposed settlement.” *Id.* at 128. “Th[is] list of
9 factors is not exclusive and the court is free to engage in a balancing and weighing of
10 factors depending on the circumstances of each case.” *Wershba*, 91 Cal. App. 4th at
11 245.

12 At the same time, “[a] settlement need not obtain 100 percent of the damages
13 sought in order to be fair and reasonable. Compromise is inherent and necessary in the
14 settlement process. Thus, even if ‘the relief afforded by the proposed settlement is
15 substantially narrower than it would be if the suits were to be successfully litigated,’
16 this is no bar to a class settlement because ‘the public interest may indeed be served by
17 a voluntary settlement in which each side gives ground in the interest of avoiding
18 litigation.’” *Id.* at 250.

19 **IV. ANALYSIS OF SETTLEMENT AGREEMENT**

20 **A. THERE IS A PRESUMPTION OF FAIRNESS**

21 The settlement is entitled to a presumption of fairness for the following reasons:

22 //

23 //

1 **1. The settlement was reached through arm's-length bargaining**

2 On July 28, 2021, Plaintiffs and Defendant participated in a full-day mediation
3 before Jeffrey Krivis and were able to reach a resolution at the mediation. (Declaration
4 of Haik Hacopian ("Hacopian Decl.") ¶9.)

5 **2. The investigation and discovery were sufficient**

6 Plaintiffs' counsel represents that they reviewed and examined class data and
7 retained the services of an expert who analyzed the damages and evaluated the potential
8 class wide exposure. The Parties' mediation was preceded by the production of
9 documents and wage-related electronic records for Plaintiffs and the putative class,
10 which included a class list with hire and separation dates, relevant policies, time and
11 pay records for a sample of 25 employees, final wage statements for 38 former
12 employees, a union contract, and time cards and personnel files for both Plaintiffs. (*Id.*
13 at ¶8.) This is sufficient to value the case for settlement purposes.

14 **3. Counsel is experienced in similar litigation**

15 Class Counsel represent that they are experienced in class action litigation,
16 including wage and hour class actions. (*Id.* at ¶3.)

17 **4. Percentage of the class objecting**

18 This cannot be determined until the final fairness hearing. Weil & Brown et al.,
19 Cal. Prac. Guide: Civ. Pro. Before Trial (The Rutter Group 2019) ¶ 14:139.18 ["Should
20 the court receive objections to the proposed settlement, it will consider and either sustain
21 or overrule them at the fairness hearing."].

1 **B. THE SETTLEMENT MAY PRELIMINARILY BE CONSIDERED**
2 **FAIR, ADEQUATE, AND REASONABLE**

3
4 Notwithstanding a presumption of fairness, the settlement must be evaluated in its
5 entirety. The evaluation of any settlement requires factoring unknowns. “As the court
6 does when it approves a settlement as in good faith under Code of Civil Procedure
7 section 877.6, the court must at least satisfy itself that the class settlement is within the
8 ‘ballpark’ of reasonableness. See *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985)
9 38 Cal.3d 488, 499–500. While the court is not to try the case, it is ‘called upon to
10 consider and weigh the nature of the claim, the possible defenses, the situation of the
11 parties, and *the exercise of business judgment* in determining whether the proposed
12 settlement is reasonable.’ (*City of Detroit v. Grinnell Corporation, supra*, 495 F.2d at p.
13 462, italics added.)” *Kullar*, 168 Cal.App.4th at 133 (emphasis in original).

14
15 **1. Amount Offered in Settlement**

16 The most important factor is the strength of the case for plaintiffs on the merits,
17 balanced against the amount offered in settlement.” (*Id.* at 130.)

18 Class Counsel estimated Defendant’s maximum exposure at \$4,098,379 and
19 realistic exposure at \$350,000, based on the following analysis:

20

Violation	Maximum Exposure	Realistic Exposure
Unpaid Wages	\$353,913.00	\$75,000.00
Meal and Rest Break Violations	\$707,826.00	\$200,000.00
Unpaid Vacation	None	None
Waiting Time Penalties	\$173,280.00	\$25,000.00
Wage Statement Violations	\$328,000.00	None

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23
24
25

PAGA Penalties	\$2,535,360.00	\$50,000.00
Total	\$4,098,379.00	\$350,000.00

(Hacopian Decl. ¶¶ 19-28; Supp. Hacopian Decl. ¶¶ 3-6.)

Class Counsel obtained a gross settlement valued at \$395,000. This is approximately 9.6% of Defendant's maximum exposure and 113% of Defendant's realistic exposure.

2. The Risks of Future Litigation

The case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members. Even if a class is certified, there is always a risk of decertification. *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ["Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."].) Further, the settlement was negotiated and endorsed by Class Counsel who, as indicated above, are experienced in class action litigation. Based upon their investigation and analysis, the attorneys representing Plaintiff and the class are of the opinion that this settlement is fair, reasonable, and adequate. (Hacopian Decl. ¶28.)

The Court also notes that Plaintiff brings a PAGA claim on behalf of the LWDA, which was been served with a copy of the Settlement Agreement on December 3, 2021 and has not yet objected. (See Proof of Service to Plaintiff's MPA.) Any objection by it will be considered at the final fairness hearing.

3. The Releases Are Limited

The Court has reviewed the Releases to be given by the absent class members and the named plaintiffs. The releases, described above, are tailored to the pleadings and release only those claims in the pleadings. There is no general release by the absent class. The named plaintiffs' general releases are appropriate given that each was represented by counsel in its negotiation.

4. Conclusion

Class Counsel estimated Defendant's maximum exposure at \$4,098,379 and realistic exposure at \$350,000. Class Counsel obtained a gross settlement valued at \$395,000. This is approximately 9.6% of Defendant's maximum exposure and 113% of Defendant's realistic exposure, which, given the uncertain outcomes, including the potential that the class might not be certified, that liability is a contested issue, and that the full amount of penalties would not necessarily be assessed even if the class is certified and liability found, the settlement is within the "ballpark of reasonableness."

C. CONDITIONAL CLASS CERTIFICATION MAY BE GRANTED

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified.

Amchem Products, Inc. v. Winsor (1997) 521 U.S. 591, 620, 622-627. The party advocating class treatment must demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives." *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.

//

1 **1. The Proposed Class is Numerous**

2 There are 102 putative Class Members. (Hacopian Decl. ¶7.) Numerosity is
3 established. *Franchise Tax Bd. Limited Liability Corp. Tax Refund Cases* (2018) 25
4 Cal.App.5th 369, 393: stating that the “*requirement that there be many parties to a*
5 *class action is liberally construed,*” and citing examples wherein classes of as little as
6 10, *Bowles v. Superior Court* (1955) 44 Cal.2d 574, and 28, *Hebbard v. Colgrove*
7 (1972) 28 Cal.App.3d 1017, were upheld).

8 **2. The Proposed Class Is Ascertainable**

9 “A class is ascertainable, as would support certification under statute
10 governing class actions generally, when it is defined in terms of objective
11 characteristics and common transactional facts that make the ultimate identification
12 of class members possible when that identification becomes necessary.” *Noel v. Thrifty*
13 *Payless, Inc.* (2019) 7 Cal.5th 955, 961 (*Noel*).

14 The class is defined above. Class Members are ascertainable through
15 Defendant’s personnel and other employment records. (MPA at 19:17-18.)

16 **3. There Is A Community of Interest**

17 “The community of interest requirement involves three factors: ‘(1) predominant
18 common questions of law or fact; (2) class representatives with claims or defenses typical
19 of the class; and (3) class representatives who can adequately represent the class.’”
20 *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.

21 As to predominant questions of law or fact, Plaintiffs contend that the
22 predominance factor is met because each claim challenges an alleged common policy or
23 practice that Plaintiffs contend is illegal. Plaintiffs’ claims under the Labor Code are
24 predicated on a failure to pay for all hours worked; meal, rest period policies and
25

1 practices, which are commonly held to be proper for class certification. (MPA at 20:11-
2 15.)

3 As to typicality, Plaintiffs contend that their claims are typical of those held by the
4 members of the proposed Class. First, Plaintiffs were employed by Defendant during the
5 proposed Class Period and were subject to its wage and hour practices. Second, Plaintiffs
6 claim they were injured by the same challenged practices they claim injured the
7 Settlement Class as a whole. (MPA at 20:20-24.)

8 As to adequacy, Plaintiffs each represent that they understand their responsibilities
9 to the class, do not have conflicts of interest with the class, and have participated in the
10 litigation. (Declaration of Alberto Ramos ¶¶ 3-6; Declaration of Roger Rodriguez ¶¶ 3-
11 6.) As previously stated, Class Counsel have experience in class action litigation.

12 13 **4. Substantial Benefits Exist**

14 Given the relatively small size of the individual claims, a class action is superior to
15 separate actions by the class members.

16 17 **D. THE PROPOSED NOTICE PLAN MEETS THE REQUIREMENTS** 18 **OF DUE PROCESS**

19 The purpose of notice is to provide due process to absent class members. A practical
20 approach is required, in which the circumstances of the case determine what forms of
21 notice will adequately address due process concerns. *Noel*, 7 Cal.5th at 982. California
22 Rules of Court, rule 3.766 (e) provides that in determining the manner of the notice, the
23 court must consider: (1) the interests of the class; (2) the type of relief requested; (3) the
24 stake of the individual class members; (4) the cost of notifying class members; (5) the
25

resources of the parties; (6) the possible prejudice to class members who do not receive notice; and (7) the res judicata effect on class members.

1. Method of class notice

Defendant will diligently and in good faith compile and provide to the Settlement Administrator the Class List and Data Report within fourteen (14) calendar days of Preliminary Approval of the Settlement. (§4.2.b)

Within fourteen (14) calendar days after receipt of the Class List and Data Report, the Settlement Administrator shall mail the Class Notice to the Settlement Class Members via first-class regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes. If a new address is obtained by way of a returned Notice, then the Settlement Administrator shall promptly forward the original Class Notice and to the updated address via first-class regular U.S. mail indicating on the original Class Notice packet the date of such re-mailing. (§4.4.a)

Any Notice returned to the Settlement Administrator as non-delivered on or before the expiration of the Opt Out and Objections Deadline Date shall be sent to the forwarding address affixed thereto within five (5) business days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) business days. Those Settlement Class Members that receive a re-mailed Class Notice shall have their deadline for submitting an opt-out, objection, or disputes regarding Individual Settlement Amounts to the

1 Settlement extended by seven (7) calendar days from the post mark date of re-mailing.
2 (§4.4.d)

3 **2. Content of class notice.**

4 A copy of the proposed class notice is attached to the Settlement Agreement.
5 The notice includes information such as: a summary of the litigation; the nature of the
6 settlement; the terms of the settlement agreement; the maximum deductions to be made
7 from the gross settlement amount (i.e., attorney fees and costs, the enhancement award,
8 and claims administration costs); the procedures and deadlines for participating in,
9 opting out of, or objecting to, the settlement; the consequences of participating in,
10 opting out of, or objecting to, the settlement; and the date, time, and place of the final
11 approval hearing. See Cal Rules of Court, rule 3.766(d). It is to be given in both
12 English and Spanish (§1.6).

13 **3. Settlement Administration Costs**

14 Settlement administration costs are estimated at **\$8,000**, including the cost of
15 notice (§3.7). Prior to the time of the final fairness hearing, the settlement administrator
16 must submit a declaration attesting to the total costs incurred and anticipated to be
17 incurred to finalize the settlement for approval by the Court.

18 19 **E. ATTORNEY FEES AND COSTS**

20 California Rule of Court, rule 3.769(b) states: “Any agreement, express or
21 implied, that has been entered into with respect to the payment of attorney fees or the
22 submission of an application for the approval of attorney fees must be set forth in full in
23 any application for approval of the dismissal or settlement of an action that has been
24 certified as a class action.”
25

1 Ultimately, the award of attorney fees is made by the court at the fairness
2 hearing, using the lodestar method with a multiplier, if appropriate. *PLCM Group, Inc.*
3 *v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.*
4 (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122,
5 1132-1136. In common fund cases, the court may use the percentage method. If
6 sufficient information is provided a cross-check against the lodestar may be conducted.
7 *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503. Despite any
8 agreement by the parties to the contrary, “the court ha[s] an independent right and
9 responsibility to review the attorney fee provision of the settlement agreement and
10 award only so much as it determined reasonable.” *Garabedian v. Los Angeles Cellular*
11 *Telephone Company* (2004) 118 Cal.App.4th 123, 128.

12 The question of class counsel’s entitlement to **\$131,666.66** (33 1/3%) in attorney
13 fees will be addressed at the final fairness hearing when class counsel brings a noticed
14 motion for attorney fees. If a lodestar analysis is requested class counsel must provide
15 the court with current market tested hourly rate information and billing information so
16 that it can properly apply the lodestar method and must indicate what multiplier (if
17 applicable) is being sought.

18 Fee Split: Class Counsel’s award for attorneys’ fees will be divided between
19 Class Counsel as follows: 60% to Mooradian Law, APC, 20% to JCL Law Firm, APC
20 and 20% to Zakay Law Group, APLC. Plaintiffs consented to the fee division by
21 signing the Settlement Agreement. (¶3.6)

22 Class counsel should also be prepared to justify the costs sought (capped at
23 **\$20,000**) by detailing how they were incurred.

24 //

25 //

1 **F. SERVICE AWARDS**

2 The Settlement Agreement provides for a service award of up to **\$10,000 each**
3 for the class representatives (§3.8). Trial courts should not sanction enhancement
4 awards of thousands of dollars with “nothing more than *pro forma* claims as to
5 ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more
6 specificity, in the form of quantification of time and effort expended on the litigation,
7 and in the form of reasoned explanation of financial or other risks incurred by the
8 named plaintiffs, is required in order for the trial court to conclude that an enhancement
9 was ‘necessary to induce [the named plaintiff] to participate in the suit’” *Clark v.*
10 *American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807, italics and
11 ellipsis in original.

12 In connection with the final fairness hearing, the named Plaintiffs must submit a
13 declaration attesting to why they should be compensated for the expense or risk they
14 have incurred in conferring a benefit on other members of the class. *Id.* at 806.

15 The Court will decide the issue of the enhancement award at the time of final
16 approval.

17
18 **V. CONCLUSION AND ORDER**

19 The Court hereby:

- 20 (1) Grants preliminary approval of the settlement as fair, adequate, and
21 reasonable;
22 (2) Grants conditional class certification;
23 (3) Appoints Alberto Ramos and Roger Rodriguez as Class Representatives;
24 (4) Appoints Mooradian Law, APC, JCL Law Firm, APC, and Zakay Law
25 Group, APLC as Class Counsel;

1 (5) Appoints CPT Group, Inc. as Settlement Administrator;

2 (6) Approves the proposed notice plan; and

3 (7) Approves the proposed schedule of settlement proceedings as follows:

- 4 • Preliminary approval hearing: May 19, 2022
- 5 • Deadline for Defendant to provide class list to settlement administrator: June 2,
- 6 2022 (within 14 calendar days from preliminary approval)
- 7 • Deadline for settlement administrator to mail notices: June 16, 2022 (within 28
- 8 calendar days from preliminary approval)
- 9 • Deadline for class members to opt out: August 15, 2022 (60 calendar days from
- 10 the initial mailing of the Notice Packets)
- 11 • Deadline for class members to object: August 15, 2022 (60 calendar days from
- 12 the initial mailing of the Notice Packets)
- 13 • Deadline for class counsel to file motion for final approval is 16 court days prior
- 14 to final fairness hearing and the Final fairness hearing is set for 11:00 a.m. on
- 15 October 7, 2022.

16 Dated: May 19, 2022

17
18 
19 **AMY D. HOGUE**

20 Amy D. Hogue

21 Judge of the Superior Court

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23
24
25

HAIK HACOPIAN - TIME AND COST LEDGER - RAMOS v. LIBERTY CONTAINER

				MIN	HRS	
2020	2	7	Costs	\$4.10		Postage Certified - PAGA Notice Letter
2020	2	20	Costs	\$65.55		Complaint Filing, Production, and Delivery Charges
2020	3	17	Costs	\$75.00		PAGA Notice Fee to LWDA
2021	10	13	Costs	\$15.38		Status Report Filing Fee
2021	12	6	Costs	\$78.45		Preliminary Approval Motion Filing Fee
2021	12	6	Costs	\$74.12		Preliminary Approval Motion Courtesy Copy Costs
2022	5	2	Costs	\$17.18		Preliminary Approval Motion Supplemental Filing Costs
2020	1	31	Hours		180	Initial review of file and intake, research into overlapping cases/settlements, potential defendants, and potential causes of action
2020	2	7	Hours		60	Prep PAGA Notice Letter
2020	2	17	Hours		120	Prepare initial case pleadings incl. complaint
2020	2	20	Hours		15	Finalize complaint and initiating case pleadings for filing
2020	2	21	Hours		15	Submit PAGA Notice to LWDA
2020	3	10	Hours		20	Review and assess initial status conf order and minute order and calendar hearing, report, and meet and confer dates and reminders
2020	4	30	Hours		10	Review continuance order and update calendaring
2020	7	20	Hours		40	Prepare draft of joint ISC report
2020	7	21	Hours		10	Review and index Notice of Appearance of Defendant
2020	8	14	Hours		15	Retrieve e-service order and email to CaseAnywhere with service list to initiate
2020	9	16	Hours		25	Review and edit to joint prosecution agreement, email same to co-counsel
2020	9	17	Hours		70	Prepare consolidated and amended complaint incorporating Rodriguez action
2020	10	19	Hours		10	Review and index Def's Answer to Consolidated Complaint
2021	1	4	Hours		45	Review and assess file and case status and draft email to def counsel re moving cases forward and potential mediation
2021	1	4	Hours		30	Ph Conference with defense counsel Chris Cho
2021	1	11	Hours		20	Prep draft further status conference report, email to C. Cho re follow up to 1/5 conference call
2021	1	12	Hours		15	Finalize further status conf report and file, assess re class size disclosure
2021	1	13	Hours		10	Review minute order setting post-mediation status conference and calendar dates and reminders
2021	5	17	Hours		15	Review calendar and draft joint posting and circulate same to def counsel for approval
2021	5	27	Hours		60	Review file and prep categories of informal discovery for mediation and communicate same to def counsel
2021	7	13	Hours		10	Review file and communicate case status to co-counsel and send follow up to def counsel
2021	7	15	Hours		90	Review and assess responses to informal discovery, class list, and doc production in advance of mediation from Defendant
2021	7	19	Hours		30	Further assessment of Def's doc and data production and related emails
2021	7	22	Hours		20	Further review of def's production and email to def counsel re shortcomings
2021	7	23	Hours		60	Review of Defendant's supplemental wage statement and time record production
2021	7	25	Hours		300	Mediation prep, communicate scope of project to expert and drafting of mediation brief
2021	7	26	Hours		120	Mediation prep and expert discussion
2021	7	27	Hours		240	Mediation prep and finalize mediation brief

EXHIBIT "2"

2021	7	28	Hours		420	Attend full-day mediation with J. Krivis
2021	7	28	Hours		20	Attention to MOU and circulate to defense counsel
2021	7	29	Hours		45	review mediation notes, assess re same, draft summary memo , calendar dates
2021	8	6	Hours		15	Prep draft post-mediation status conference report
2021	8	10	Hours		15	Assess re filing of prelim approval motion and email to co-counsel
2021	8	12	Hours		15	Review ct minute order re prelim approval hearing and calendar filing date and reminders
2021	8	16	Hours		120	Work on Draft long-form settlement agreement
2021	8	18	Hours		35	Further work on long-form agreement and circulate to def counsel
2021	9	16	Hours		25	Review def's edits to long-form agreement and related emails
2021	9	17	Hours		60	prepare draft class notice and circulate
2021	9	23	Hours		15	finalize settlement agreement with class notice for signature circulation
2021	9	27	Hours		60	Ph conference with Plaintiff Ramos to review settlement agreement and for prep declaration
2021	9	30	Hours		15	Finalize Ramos decl draft and circulate
2021	10	12	Hours		10	Draft and circulate status report re prelim approval
2021	10	21	Hours		15	Forward SA with Plaintiff's signature to def counsel, related emails
2021	11	29	Hours		180	Work on prelim approval motion and supporting papers
2021	11	30	Hours		210	Work on prelim approval motion and supporting papers
2021	12	1	Hours		10	Retrieve fully executed settlement agreement
2021	12	1	Hours		120	Work on prelim approval motion
2021	12	2	Hours		25	Emails to co-counsel re prelim approval, ph call to ct to clear hearing date, caseanywhere posting re motion filing status
2021	12	3	Hours		10	Submit settlement to LWDA online
2021	12	3	Hours		120	Finalize prelim approval motion and supporting papers for filing
2022	4	19	Hours		90	Review ct order re prelim approval and mark up settlement agreement and class notice, assess re supp briefing and potential declarations in response
2022	4	20	Hours		120	Review ct order re prelim approval checklist and assess re edits to SA and supplemental briefing
2022	4	21	Hours		150	Finalize draft of supp. Brief and circulate to co-counsel, email re same; email to CPT admin re decl for safeguards requested by Court; related communications
2022	4	26	Hours		15	Review admin decl re procedural safeguards
2022	4	26	Hours		30	Attention to amended settlement agreement, email to client re updates
2022	4	28	Hours		120	Work on supp. filing package incl. compendium of declarations re cy pres; finalize and file same
2022	5	16	Hours		10	Review ct tentative re prelim approval
2022	5	19	Hours		30	Appear remotely for PA hearing through LACourtConnect
2022	5	23	Hours		60	Retrieve final PA order, regroup on file, calendar dates and reminders, and email to admin CPT to commence notice administration
2022	6	2	Hours		35	Review case status and email to def counsel re provision of class data; send Word version of class notice to CPT; related emails
2022	6	14	Hours		10	Follow up with CPT re finalized class notice docs
2022	6	15	Hours		30	Review and approve finalize notice doc fr CPT and respond; also review prelim calculations and address anomaly re class size
2022	6	16	Hours		10	Review emails re potentially missing class members
2022	7	1	Hours		60	Review and address updated class calculations and assess re notice mailing timeline in light of delay, email re same to admin; ph call with Dept. SS-7 clerk re potentially changing FA hearing date and further follow up to admin re keeping date and review and approve updated timeline

2022	7	5	Hours		10		Review ct order re case reassignment and update index
2022	8	31	Hours		30		Prep for filing of final approval motion, assess re needs, and email to co-counsel re decs
2022	9	7	Hours		120		Work on FA motion
2022	9	8	Hours		120		Work on FA motion
2022	9	13	Hours		60		Finalize FA motion and attention to supporting decs
2022	9	13	Costs	\$75.00			Final Approval Motion Filing Costs (est.)
				\$404.78	4325	72.1	

Declaration of ZORIK MOORADIAN

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1 Gamez-Flores v. Haynes Building Services/BC493709; Rodriguez v. KBS/
2 BC537386; Tovar v. Baron HR, LLC/ BC517984; Perez v. Valleycrest/ BC
3 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab
4 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
5 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
6 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
7 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
8 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
9 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
10 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
11 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
12 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Balaguer v. Eminent,
13 Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Azeppita v. Eden
14 Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent,
15 Inc./19STCV16803; Barragan v. Golden Hotels Limited Partnership/30-2018-
16 01007420; Boch v. Merchants Building Maintenance/BC681320; Bueno v. Proto
17 Homes/19STCV20011; Cardenas v. Intercon Security/19STCV11259; Castillo v.
18 Robert's Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857;
19 Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State
20 Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v.
21 WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496;
22 Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property Mgt.
23 Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon
24 Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563;
25 Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v. Millennium
26 Shoes/19STCV33166; Hernandez v. Township Retail Services/18STCV06709;
27 Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v.
28 Color Spot Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-

2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland Montessori, LLC/18STCV06042; Alvarez v. Greenfield Care Center of Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro Security/19STCV15680; Trujillo v. Securitas Security Services/19STCV01207; Villacana v. Crothall Laundry Services, Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

5. I am familiar with California wage and hour law and the laws governing the alleged violations in this matter, including but not limited to California Labor Code Sections 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

6. I have been appointed as class counsel on behalf of the settlement class. I know of no conflicts that would preclude me, or Mr. Hacopian, from continuing to serve as Class Counsel in this matter. I also know of no conflicts that would preclude Mr. Ramos from continuing to serve as a Class Representative in this matter.

7. As a result of my prior experience as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria

1 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
2 settlement continued to be fair to the class, reasonable and more than adequate in view of (i)
3 the strength of Plaintiffs' claims and Defendant's defenses, (ii) the risk, expense, complexity
4 and likely duration of further litigation, (iii) the risk and difficulty of obtaining class
5 certification and maintaining class action status through trial, (iv) the total settlement amount
6 of \$395,000 offered in settlement, (vii) the discovery conducted by the Parties in this case,
7 (vi) my experience with similar settlements in wage and hour class actions that have received
8 court approval, (viii) the fact that the settlement was the result of arms' length negotiations
9 between experienced counsel facilitated by Mr. Jeffrey Krivis, a respected neutral mediator,
10 and (ix) the exclusively positive response from the class with nary an objection or exclusion
11 request.

12 8. Plaintiff Ramos signed a single retainer with my office. The Retainer
13 Agreement had language providing a maximum of forty percent (40%) in attorneys' fees, of
14 course, subject to a court approval of class wide issues. The Retainer Agreement also had a
15 provision for recovery of costs in relation to the representation.

16 9. As for the representation of the individual rights of Ms. Ramos, a proposed
17 retainer agreement for recovery of fees could be one-third of the gross recovery. That would
18 be consistent with the market rate, and there is no reason to believe that, if any of the other
19 102 class members had signed an individual retainer, it would be any different.

20 10. In almost all the mediations that I have attended, a one-third attorney fee
21 percentage is generally agreed upon by the Defendant and the Plaintiff subject to court
22 approval. In this matter, the Parties agreed that Class Counsel may request up to \$131,666.66,
23 or one-third, in attorney fees and Defendant would not oppose the same.

24 11. Notice was provided to each of the Settlement Class Members that the
25 attorneys would be seeking attorney fees in the amount of \$131,666.66 or one-third of the
26 settlement. The fact that no Settlement Class Members had any objection to the settlement or
27 any of its terms to date, speaks pretty strongly to the notion that class members are extremely
28 happy with the settlement.

1 12. It is beyond any reasonable dispute that, if my office had been able to negotiate
2 directly with the class members, the class would have found that a one-third fee arrangement
3 was eminently reasonable.

4 13. The fees received from one case, are often used to finance and move forward
5 other cases that have failed and bring in revenue for my office.

6 14. My initial contact with Mr. Ramos was on January 17, 2020, and I have
7 worked on this case for approximately 33 months. During this period my billing rate was
8 \$650 per hour. I have spent 61.6 hours on this matter. Thus, my present lodestar is \$40,040.
9 Between now and final distribution, I anticipate working an additional 5 hours on this file, or
10 an additional \$3,250 lodestar. Attached hereto as **Exhibit "1"** is a true and correct copy of
11 my time and cost ledger for this matter.

12 15. In this matter, the total present and anticipated lodestar from Mooradian Law,
13 APC is \$74,622.50 and the lodestar for co-counsel, as set forth in their respective
14 declarations, is \$61,855.83. This brings the total lodestar in the case to \$136,478.33, which
15 exceeds the \$131,666.66 requested fee award. Notably, the presented lodestars on behalf of
16 my office do not include work performed by office support staff in the matter.

17 16. While it's generally true that the greater the attorney fees, the less funds there
18 will be for distribution to class members as damages, nevertheless, a balance must be
19 achieved. In the instant matter, the class got a very balanced and fair settlement. Given the
20 strengths and weaknesses of the case, they will be receiving a fair sum of money. The results
21 and the case law support that the settlement was fair, reasonable and adequate. The class had
22 an affirmative response to the settlement, where there was not a single objection or exclusion
23 request. In light of the favorable settlement, giving more money to the class after an excellent
24 settlement had been achieved punishes the attorneys without whom such a settlement would
25 not have been attained but for the efforts of good lawyering. Punishing lawyers when they do
26 well is potentially sending the wrong message and serves as a disincentive and unjustly
27 enriches the class that has already received a fair and adequate amount of benefits.
28

17. It is important that Mr. Ramos is paid a fair amount for his services to the class and out of 102 employees he, and Mr. Rodriguez, are the only ones that stepped forward. If it was not for them, the \$395,000 settlement would not have been obtained for the class.

Executed on September 14, 2022 in Calabasas, California.

/s/ Zorik Mooradian
Zorik Mooradian

Ramos v. Liberty Container - 20STCV06560				Zorik Mooradian/Mooradian Law, APC
Date	\$ Costs	Atty. Hrs.	Activity on File/Case	
1/17/2020		1.3	review of records, retention, comm. with client, research re violations.	
2/7/2020		0.5	series of comms. on file before filing class action complaint	
2/12/2020		2.8	review file, data, analysis of legal issues and comm. re complaint	
2/20/2020	\$ 1,435.00		Class Action complaint filing fee	
2/20/2020		5.8	attention to class action complaint and filing thereof	
3/3/2020		0.2	attention to Court Order Re Newly Assigned Case and phone call	
3/3/2020		0.1	attention to Initial Status Conference Order	
3/3/2020		0.5	research and review of the file re further actions	
3/3/2020		0.2	minute order and initial status conf. order and comm. with counsel	
4/24/2020		0.2	attention to court order re continuance and further actions	
4/24/2020		0.2	comm. on file and client re court order and hearing	
6/19/2020		0.1	receipt and review of Court's Minute Order	
6/19/2020		0.2	file review re further actions	
7/21/2020		0.2	review file, phone call and receipt and review of notice of appearance	
7/21/2020		0.5	notice of appearance, call with co counsel and follow up with client	
7/21/2020		0.2	review and analysis re violations and comm. on file	
7/23/2020		0.5	review of file and conf. call	
7/23/2020		0.5	comm. re joint initial status conf. report	
7/23/2020		0.5	comm. with counsel and client	
7/31/2020	\$ 15.00		Remote Audio Appearance LASC	
7/31/2020		0.1	Order authorizing electronic service	
7/31/2020		0.1	minute order of the court relating the cases	
7/31/2020		0.2	research re defendants	
7/31/2020		1	court appearance, comm. with counsel and memo to file	
8/12/2020		1	comms. With counsel on file/class action complaint/issues	
8/12/2020		0.2	comm. on file	
8/13/2020		0.1	comm. on file	
8/13/2020		0.1	Caseanywhere notice of commencement	
8/13/2020		0.5	review file and comm. with counsel re cases and mediation	
8/20/2020		0.1	comm. with counsel re joint prosecution	
8/21/2020	\$ 15.00		Remote Audio Appearance LASC	
8/21/2020		1	court appearance, comm. with counsel and memo to file	
9/16/2020		0.5	communications with co counsel and joint prosecution agreement	
9/16/2020		1	attention to joint prosecution agreement and comm. re same	
9/17/2020		4.5	Review file, analysis, comms. and work on consolidated Complaint	
9/18/2020		0.1	notice to court re combined cases	
10/19/2020		0.1	receipt and review of Answer to Consolidated complaint	
1/10/2021		0.1	minute order re cont. to 8/20/21	
1/12/2021		0.5	review of file re class data and e mail communications	
1/12/2021		0.2	joint further status conf. stmt. and comm. re same	
1/13/2021		0.1	minute order re vacating 1/20 hrg. and scheduling for 6/9/21	
3/12/2021		0.3	letter re mediation and confirmation comms.	
5/12/2021		0.1	minute order re cont. to 6/11/21	

	5/24/2021	\$ 8,000.00		Paid to First Mediation for Full Day Mediation Fee - Plaintiffs' share
	5/25/2021		1.2	attention to file and data re mediation
	5/27/2021		0.2	comm. on file
	6/21/2021		0.1	comm. on file
	7/13/2021		0.1	comm. on file
	7/18/2021		0.5	receipt and review of reports re analysis and comm. on file
	7/23/2021		0.2	comm. on file
	7/26/2021		3.2	analysis of data, review file, review records and comm. Re mediation
	7/27/2021		5.8	series of comm. and preparation for tomorrow's mediation
	7/27/2021		0.5	analysis of data and follow up on Donohue v. Amn
	7/28/2021		8	appearance at the mediation
	7/28/2021		1.2	review of data from Berger and comm. With counsel before med.
	8/4/2021		0.5	communication with client and attention to MOU
	8/5/2021		0.1	letter to client
	8/6/2021		1	attention to MOU
	8/12/2021		0.2	order from Judge Hogue re court's checklist and minute order
	8/15/2021	\$ 11.58		GLS Messenger service
	8/16/2021	\$ 15.00		Remote Audio Appearance LASC
	9/27/2021		4.5	work on the stipulated settlement agreement and follow ups
	9/27/2021		1	conference call with client re settlement agreement and decl.
	10/6/2021		0.1	letter to client
	10/8/2021		0.2	attention to declaration and comm. with client
	10/12/2021		0.4	notice that Prel. Approval will be filed in 30 days and call on file
	10/13/2021		0.1	minute order re continuance of non appearance review
	10/19/2021		0.3	conf. call with counsel re prelim. Approval papers
	3/11/2022		0.5	attention to minute order and check list of the court
	4/11/2022	\$ 1,350.00		Berger Consulting Fee for Data Analysis
	4/20/2022		0.5	discussion with counsel re check list for approval
	4/22/2022		0.5	comm. With Mr. Ramos regarding his supp. Decl.
	4/25/2022		1.8	review and finalization of the Amended Stipulated Settlement Agt.
	4/28/2022		0.2	Supp. Declaration of Plaintiff Ramos
	5/16/2022		0.5	review of tentative approval and comm. With counsel
	5/17/2022		0.1	comm. Re 5/19 hearing
	5/19/2022		0.2	review of file and comm. With counsel re court hearing
	5/19/2022		0.5	Order Granting Prelim. Approval and call with counsel
	6/2/2022		0.2	emails with administrator re schedule
	6/16/2022		0.1	comms. With administrator
	6/22/2022			Farewell Notice from Judge Hogue
	6/29/2022		0.1	Receipt and review of Notice of Case Reassignment
	6/29/2022		0.1	Notice of case reassignment
	7/1/2022		0.5	series of comms. With the administrator
	9/12/2022	\$ 1,430.40		Electronic service fee Caseanywhere (inclusive of approval period)
	9/12/2022	\$ 163.00		Postage and in house copying charges on the file for case period
		\$ 12,434.98	61.6	

**Declaration of
JEREMY ROMERO**

ZORIK MOORADIAN, Bar No. 136636
HAIK HACOPIAN, Bar No. 282361
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
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Attorneys for Plaintiff Alberto Ramos, individually
and on behalf of other persons similarly situated and
similarly aggrieved employees

JOHN L. BARBER, SB# 160317
JULIE W. O'DELL, SB# 291082
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Attorney for Defendant
LIBERTY CONTAINER CORP.

[additional counsel listed after caption]

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRINT STREET COURTHOUSE

ALBERTO RAMOS, individually and on behalf
of other persons similarly situated and similarly
aggrieved employees,
Plaintiffs,

v.

LIBERTY CONTAINER CORP., an active
California Limited Liability Company; and DOES
1 through 10,
Defendants.

Case No.: 20STCV06560 (lead);
20STCV13959

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Amy D. Hogue in
Dept. SS-7]*

**DECLARATION OF JEREMY
ROMERO (ON BEHALF OF CPT
GROUP, INC.) WITH RESPECT TO
NOTIFICATION AND
ADMINISTRATION**

1 ROGER RODRIGUEZ on behalf of himself and
2 on behalf all persons similarly situated and
similarly aggrieved employees,

3 Plaintiff,

4 v.

5 LIBERTY CONTRAINER COMPANY, a
6 California Corporation (aka Key Container
Company); and DOES 1-50, Inclusive,

7 Defendants.
8
9

10 **ZAKAY LAW GROUP, APLC**

11 Shani O. Zakay (State Bar #277924)
3990 Old Town Avenue, Suite C204
12 San Diego, CA 92110
Telephone: (619)255-9047
13 Facsimile: (858) 404-9203

14 **JCL LAW FIRM, APC**

15 Jean-Claude Lapuyade (State Bar #248676)
3990 Old Town Avenue, Suite C204
16 San Diego, CA 92110
Telephone: (619)599-8292
17 Facsimile: (619) 599-8291

18 Attorneys for Plaintiff Roger Rodriguez on behalf of himself and on behalf of all persons
19 similarly situated and similarly aggrieved employees
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1 I, Jeremy Romero, declare as follows:

2 1. I am employed by CPT Group, Inc., the Court-approved class action Settlement
3 Administrator for *Ramos v. Liberty Container Corp.*, as a Sr. Case Manager. I have personal
4 knowledge of the facts set forth in this Declaration, and if called as a witness, I could and would
5 testify competently thereto.

6 2. Settlement Administrator (“CPT”) has extensive experience in providing notice of
7 class actions and administering class action settlements. In the past 30 years, we have provided
8 notification and/or claims administration services in over one thousand class action cases.

9 3. CPT was selected by the parties to administer the settlement in this action. In this
10 capacity, CPT was charged with (a) printing and mailing to Class Members the *Notice of*
11 *Proposed Class Action Settlement and Hearing Date for Court Approval*, in English and Spanish,
12 and hereinafter referred to as the “Notice Packet”; (b) posting notice of entry of final order and
13 judgment certifying the Class Settlement and approving the settlement agreement; (c) handling
14 inquiries from Class Members concerning the Notice Packet; (d) determining Individual
15 Settlement Amount; (e) determining individual payments to members of the PAGA Settlement
16 Class; (f) maintaining the settlement funds in an appropriate account; (g) preparing,
17 administering, and distributing Individual Settlement Amounts to Class Participants; (h)
18 preparing, administering, and distributing individual payments to members of the PAGA
19 Settlement Class; (i) distributing the portion of the PAGA Payment payable to the LWDA; (j)
20 issuing a final report and performing such other duties as the Parties may direct; and (k) handling
21 all tax document preparation and reporting, including state and federal tax forms, if any.

22 4. CPT received the Court-approved text for the Notice Packet from Counsel on June
23 2, 2022. CPT prepared a draft of the Notice Packet for mailing to the class members. Attached
24 hereto as **Exhibit “A”** is a true and correct copy of the Notice Packet.

25 5. Between June 2, 2022, and June 21, 2022, CPT received a data files from Counsel
26 containing the Class List for the purpose of mailing Notice Packets to Class Members. The initial
27 mailing list contained one hundred two (102) Class Members.

28 6. On June 22, 2022, CPT ran a National Change of Address (NCOA) search in

attempt to update the addresses on the class list and ensure it was as accurate as possible. A search of this database provided updated addresses for any individual who had moved in the previous four years and notified the U.S. Postal Service of their change of address.

7. The Notice Packets were enclosed in an envelope with the Class Member's name and known address printed on the envelope. On July 6, 2022, the Notice Packet was mailed via U.S. first class mail to all one hundred two (102) Class Members. The deadline to submit disputes, requests for exclusion or objections was September 6, 2022.

8. As of the date of this declaration, zero (0) Notice Packets have been returned to our office by the U.S. Postal Service.

9. As of the date of this declaration, CPT has received zero (0) requests for exclusion, zero (0) objections, and zero (0) disputes regarding workweeks.

10. As of the date of this declaration, CPT reports a total of one hundred two (102) Participating Class Members, representing 100% of the Settlement Class.

11. The entire Net Settlement Amount was used to calculate the estimated amount for each Settlement Class Member:

Settlement Amount	\$395,000.00
Less Class Counsel Fees	(\$131,666.66)
Less Class Counsel Costs	(\$20,000.00)
Less Enhancement Award to Plaintiffs	(\$20,000.00)
Less LWDA Payment	(\$7,500.00)
<u>Less Settlement Administration Costs</u>	<u>(\$8,000.00)</u>
Net Settlement Amount	\$207,833.34

12. Based on estimated settlement calculations at this time, the average gross payment to each Settlement Class Member is \$2,037.58, the lowest is \$19.85, and the highest is \$3,325.37.

13. Based on estimated settlement calculation at this time, the estimated Individual Settlement Payment for Alberto Ramos is \$1,683.65.

1 14. Based on estimated settlement calculation at this time, the estimated Individual
2 Settlement Payment for Roger Rodriguez is \$2,417.89.

3 15. CPT will charge a total of \$8,000.00 in costs associated with the administration of
4 the settlement. This includes all costs incurred to date, as well as estimated costs involved in
5 completing the settlement.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct, and that this declaration is executed this 14th day of September
8 2022, at Irvine, California.

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Jeremy Romero

EXHIBIT “A”

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL**

Alberto Ramos v. Liberty Container Corp.,
Los Angeles County Superior Court Case No. 20STCV06560
Roger Rodriguez v. Liberty Container Corp.,
Los Angeles County Superior Court Case No. 20STCV13959

As a current or former hourly non-exempt Union production employee of Liberty Container Corp. (“Liberty”) in California at any time from February 20, 2016 through July 28, 2021, you may be entitled to receive money from a proposed class action settlement.

*The California Superior Court, County of Los Angeles authorized this Class Notice.
This is not a solicitation from a lawyer. This is not a lawsuit against you. You have not been sued.*

**PLEASE READ THIS CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

- A proposed class action settlement of \$395,000 has been reached between Plaintiff Alberto Ramos, Plaintiff Roger Rodriguez, and Defendant Liberty Container Corp. (hereinafter “**Liberty**”) on behalf of Settlement Class Members.
- The settlement resolves the consolidated class and representative action lawsuits entitled *Alberto Ramos, individually and on behalf of other persons similarly situated and similarly aggrieved employees, v. Liberty Container Corp.*, Los Angeles County Superior Court Case No. 20STCV06560 and *Roger Rodriguez on behalf of himself and on behalf of all persons similarly situated and similarly aggrieved employees, v. Liberty Container Company*, Los Angeles County Superior Court Case No. 20STCV13959 (“**Lawsuits**”), wherein Plaintiffs allege various wage and hour violations. The Settlement also avoids the costs and risks from continuing the Lawsuits, pays money to persons like you, and releases Liberty from alleged liability.
- The Court has not made a determination of the validity of the claims in the Lawsuits. Liberty denies any and all liability arising from any of the claims and contends that at all relevant times it complied with applicable laws.
- This Settlement will be used to settle claims of all Settlement Class Members. The amount of Settlement Class Members’ individual settlements will be determined by the number of weeks they worked for Liberty (“**workweeks**”) plus additional workweeks for employees whose employment ended.
- Lawyers for the Settlement Class Members will be asking the Court to award up to \$131,666.66 to be paid out of the settlement (one-third) as attorneys’ fees for investigating the facts, litigating the case, and negotiating the settlement, as well as litigation costs and expenses, not to exceed \$20,000, incurred during the case. They also will ask the Court to approve: (1) a \$10,000 incentive award to Plaintiff Alberto Ramos and a \$10,000 incentive award to Plaintiff Roger Rodriguez (“**Plaintiffs**” or “**Representative Plaintiffs**”) who assisted in litigating this case for the benefit of all Settlement Class Members; (2) a \$7,500 payment to the California Labor and Workforce Development Agency (“**LWDA**”); and (3) up to a maximum of \$8,000 to the Settlement Administrator for costs incurred in administering this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will automatically receive payment from the Settlement and you will give up any right you may have to sue for alleged violations and related claims released by the Settlement. You get a payment and release your claims. (See Sections 10, 11 and 19, below). If you do not agree with the number of workweeks presented to you in this Class Notice, you will have until September 6, 2022 to submit any dispute regarding your individual workweek calculations. (See Section 10, below).
OPT OUT OR EXCLUDE YOURSELF	If you do not want to participate in the settlement you can opt-out. To opt-out, you must submit a written request for exclusion to the Settlement Administrator stating your intent to not be part of the settlement and sign and date the statement. The written statement must be postmarked on or before September 6, 2022. If you opt-out, you will not release any claims against Liberty and you will receive no benefit from this settlement, except your share of PAGA civil penalties to the extent you are entitled to them. (See Sections 10 and 13, below).
OBJECT	If you do not think the settlement is fair and do not opt out, then you may write to the Settlement Administrator about why you do not like the settlement and they will forward your concerns to the attorneys who will then provide it to the court. Your objection must be postmarked on or before September 6, 2022. (See Section 16, below). You may not object if you have opted out.

BASIC INFORMATION

1. Why did I get this Class Notice package?

The records of Liberty indicate that you were employed by Liberty in California as an hourly non-exempt Union production employee (covered by the Collective Bargaining Agreement) at any time from February 20, 2016 through July 28, 2021 (“**Settlement Class**”) (See Section 6, below).

You were sent this Class Notice because you have a right to know about a proposed settlement involving these lawsuits and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and after any objections and appeals are resolved, a “**Settlement Administrator**” appointed by the Court will make the payments that the settlement allows. This package explains the Lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the California Superior Court for the County of Los Angeles. The persons who sued are called Plaintiffs, and the organization they sued is called the Defendant.

2. What is this Lawsuit about?

On February 20, 2020, Plaintiff Alberto Ramos filed a class action complaint in the Los Angeles County Superior Court (20STCV06560) against Liberty, on his own behalf and on behalf of other persons.

On April 9, 2020, Plaintiff Roger Rodriguez filed a class action complaint in the Los Angeles County Superior Court (20STCV13959) against Liberty, on his own behalf and on behalf of other persons.

On September 18, 2020, the Lawsuits were consolidated and the Consolidated Complaint was filed which asserts the following class causes of action: (1) Failure to Pay Minimum and Overtime Wages; (2) Failure to Provide Required Meal Periods; (3) Failure to Provide Required Rest Periods; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Timely Pay Vacation Wages at Termination; (6) Failure to Provide Accurate Wage Statements; and (7) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, et seq. The Consolidated Complaint also includes a representative cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”) in accordance with the required notices communicated by Plaintiffs to the LWDA and Liberty.

Liberty has vigorously denied and defended against the allegations in the Lawsuits, asserting that it has paid its employees properly and has no liability for any of the alleged claims under any statute, wage order, common law, or equitable theory.

3. Why is this a class action?

In a class action, one or more people called Class Representatives or Representative Plaintiffs sue on behalf of people who have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

Since the Lawsuits were filed, there has been an ongoing investigation, and information exchanged. The parties have participated in mediation with a highly respected neutral mediator. As a result, the parties reached this Settlement to avoid the cost and risk of further litigation.

The Superior Court of California, County of Los Angeles, has not made a ruling on the merits of Plaintiffs’ claims or Liberty’s defenses. However, the Court has preliminarily approved the proposed Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval hearing scheduled for October 7, 2022 at 11:00 a.m. The Court is located at 312 North Spring Street, Los Angeles, CA, 90012, Department SS-7.

The settlement does not mean that any law was broken. The proposed Settlement is a compromise of disputed claims and does not mean that Liberty violated any legal wage requirements or is liable for any of the charges made by Plaintiffs. Liberty denies all of the legal claims in the case, and also asserts that a class action is improper for any purpose other than this settlement. Plaintiffs and Class Counsel believe that this settlement is fair and reasonable and is in the best interest of all Settlement Class Members.

5. What is a class action settlement?

The Court must approve the terms of the settlement described below as fair and reasonable to the class. Once approved, the settlement will affect all Settlement Class Members except those who have opted out (*i.e.* excluded themselves). This Class

Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may get. Please read this entire Class Notice carefully.

WHO IS IN THE SETTLEMENT?

To see if you will get money from this settlement, you first have to decide if you are a Settlement Class Member.

6. How do I know if I am a Settlement Class Member?

The parties have agreed, subject to Court approval, that the Settlement Class is made up of the following group:

The **Settlement Class** is defined as:

All non-exempt Union production employees (covered by the Collective Bargaining Agreement) who are or previously were employed by Defendant Liberty in California during the period of February 20, 2016 through July 28, 2021 (“**Class Period**”).

If you received this Class Notice, you are considered to be a Settlement Class Member.

7. Are there exceptions to being included?

You can elect to be excluded from this settlement by opting out of this settlement and you will not be a Settlement Class Member.

8. I’m still not sure if I am a Settlement Class Member. What should I do?

You are receiving this Class Notice because Liberty’s records indicate that you are a Settlement Class Member. If you believe you have received this Class Notice in error, please notify the Settlement Administrator immediately.

If this Class Notice was sent to a different address from where you now reside, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement payment itself reach you.

In order to receive payment under this Settlement, you do not have to take any action.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the settlement provide?

The Settlement Agreement provides that Liberty will pay Three Hundred Ninety Five Thousand Dollars (\$395,000.00) (the “**Settlement Amount**”) to fully resolve the claims being settled and released in the Lawsuits. After payment of the sums awarded by the Court (1) to the Settlement Administrator for its costs, up to a maximum of Eight Thousand Dollars (\$8,000.00); (2) to Settlement Class Counsel for their legal fees in the Action, including any work they do in the future, up to a maximum of One Hundred Thirty One Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$131,666.66), which is one-third (33 1/3%) of the Settlement Amount; (3) to Settlement Class Counsel for their litigation costs and expenses, up to a maximum of Twenty Thousand Dollars (\$20,000.00); (4) to Representative Plaintiffs Alberto Ramos and Roger Rodriguez as service awards for services they provided on behalf of the Settlement Class, risk of payment of costs in the event there had been an unfavorable outcome in the Action, and stigma, up to a maximum of Ten Thousand Dollars

(\$10,000) each; (5) to the California Labor and Workforce Development Agency (“LWDA”), the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) as its share of PAGA remedies; the remaining sum, estimated at no less than Two Hundred Seven Thousand Eight Hundred Thirty Three Dollars and Thirty Four Cents (\$207,833.34) (the “**Net Settlement Amount**”) will be distributed entirely to Settlement Class Members who qualify to receive payment.

The actual and complete terms of the Settlement are set forth in the Stipulated Settlement Agreement (“Settlement Agreement”) filed with the Court. You can obtain a complete copy of the Settlement Agreement by calling Settlement Class Counsel, whose contact information is provided in Section 20, below.

10. How much will my payment be? How do I receive payment?

As a Settlement Class Member, you will automatically receive payment if you do not exclude yourself.

Based on Liberty’s records, your total number of Workweeks during your applicable time period is: «**TotalAdjWorkWeeks**», which includes the following number of Workweeks due to your employment having ended during the Class Period: «**AddMultHours**».

Your estimated settlement payment based on the number of Workweeks indicated above is: «**SettAmt**», less taxes.

Your estimated settlement payment is calculated pursuant to the method set forth below:

A Settlement Class Member’s estimated share of the Net Settlement Amount shall be determined based on each Settlement Class Member’s number of Workweeks Worked during the applicable Class Period. Settlement Class Members whose employment has ended during the Class Period will be allocated an additional 0.25 Workweeks Worked for each Workweek Worked, up to a maximum of 6 additional Workweeks Worked credit to compensate them for their waiting time penalty and vacation pay claims. Each Settlement Class Member’s share of the Net Settlement Amount shall be determined by dividing the Net Settlement Amount (less \$2,500 for PAGA civil penalties payable to employees who were employed at anytime from February 21, 2019 to July 28, 2021 “PAGA Period”, see end of this section) by the total number of Workweeks Worked by all Settlement Class Members during the applicable Class Period, including the enhancements described above, to determine the Per Workweek Settlement Amount. Each Settlement Class Member’s Individual Settlement Amount is then determined by multiplying the Per Workweek Settlement Amount by the number of Workweeks Worked by that Settlement Class Member. In the event that any Settlement Class Members opt out of the Settlement, any portion of the Net Settlement Amount that is not claimed shall be paid to Participating Settlement Class Members on a proportional basis determined by the number of Workweeks Worked by each Participating Settlement Class Member. The amount actually paid to each Participating Settlement Class Member shall be known as the Individual Settlement Payment.

Taxation of your Individual Settlement Payment will be as follows:

Twenty Percent (20%) of each Participating Settlement Class Member’s Individual Settlement Payment shall be apportioned to wages. Standard payroll deductions shall be taken from the wage portion. The Settlement Administrator will issue a check and W-2 Form to each Participating Settlement Class Member for the Wage Component.

Eighty Percent (80%) of each Participating Settlement Class Member’s Individual Settlement Payment shall be apportioned to penalties and interest. No withholding shall be made on the interest and penalty portion. The Settlement Administrator will issue a second check and IRS Form 1099 for the interest and penalty component. Any taxes due on the portion of the Individual Settlement Payment reported on a Form 1099 shall be the responsibility of the individual Participating Settlement Class Member.

The Settlement Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes.

Liberty will be responsible for paying all employer tax liabilities separate and apart from the Settlement Amount.

What if I believe My Workweeks are Wrong? If you wish to challenge the number of Workweeks shown above, you must provide a written statement stating what you believe to be the correct number of Workweeks you worked during the Class Period. You must also include information and/or documents that support your claim that you worked a different number of Workweeks. Liberty's records will control unless you submit documentation that establishes otherwise. If there is a dispute about which information is accurate, the Settlement Administrator will resolve the challenge with the assistance of Class Counsel and Defense Counsel. If the dispute remains unresolved, it will be submitted to the Court for final resolution.

Your share of PAGA civil penalties: Please note that if you were employed at anytime from February 21, 2019 to July 28, 2021 ("PAGA Period"), you will additionally be entitled to a proportionate share of the \$2,500 allocated to PAGA civil penalties payable to employees. Your share will be reflected by the proportionate number of pay periods worked by you during the PAGA Period relative to the total number of pay periods worked by Settlement Class Members during the PAGA Period. Settlement Class Members who are entitled to a PAGA share and who exclude themselves from the Settlement will still be paid their PAGA share under this paragraph.

Your estimated PAGA share based on the «PAGAPeriods» pay periods you were employed during the PAGA Period indicated above is: «PAGAAmt». **You will receive a payment for this sum, even if you exclude yourself from this Settlement.**

11. When would I get my payment?

The Court will hold a hearing on October 7, 2022, to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at 1-888-598-3212 or Class Counsel. *Please be patient.*

Uncashed Checks: All checks for Individual Settlement Payments shall remain valid and negotiable for 180 days from the date of their issuance. Any checks not cashed during the 180 day period after distribution shall be void, and the Participating Settlement Class Member's release set forth herein shall remain valid. The Settlement Administrator shall pay uncashed funds to CASA ("Court Appointed Special Advocates") of Los Angeles, which is a non-profit 501(c)(3) advocacy group for children.

Your payment is expected to be mailed to the address where you received this Class Notice. **If your mailing address changes for any reason, you must promptly notify the Settlement Administrator to ensure that your payment is mailed to the correct address.**

12. What am I releasing?

Release As To All Participating Class Members: Upon the Effective Date and funding in full of the Settlement Amount by Defendant, all Settlement Class Members who do not timely opt out of the Settlement ("Participating Class Members"), including their heirs, assigns, estates and representatives, shall be deemed to fully forever, irrevocably and unconditionally release and discharge the Released Parties from the Released Claims. The Settlement Agreement shall be in full settlement, compromise, release and discharge of the Released Claims and each of them, and the Released Claims

by the Class Representative, and the Released Parties shall have no further or other liability or obligation to any Class Member and/or the Class Representative with respect to the Released Claims and Class Representative's Released Claims, except as expressly provided herein.

Release As To All Aggrieved Employees: Upon the Effective Date and funding in full of the Settlement Amount by Defendant, Plaintiffs and the State of California shall be deemed to fully forever, irrevocably and unconditionally release and discharge the Released Parties from the Released PAGA Claims.

“Released Claims” means: all class claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

“Released PAGA Claims” means: all PAGA claims alleged in the operative complaint and Plaintiffs' PAGA notices to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

“Released Parties” means: Defendant, including each of Defendant's respective past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers..

HOW YOU OPT OUT

13. How can I opt out of this settlement?

If you do not want to remain a member of the Settlement Class, you may opt out of the class action Settlement by mailing a written request for exclusion to the Settlement Administrator, CPT Group, Inc., postmarked no later than September 6, 2022. The request for exclusion must be submitted in writing in any form you choose but must be signed by you and must include your name, address, telephone number, last four digits of your Social Security number and a statement that you wish to be excluded from the Settlement. If you timely opt out of the Settlement, you will no longer be a member of the Settlement Class and you will be barred from participating in this Settlement. You will not receive any settlement payment if you opt out of this Settlement, except for your share of PAGA civil penalties described in Section 10, above. By timely opting out of the Settlement, you will retain whatever rights or claims you may have, if any, against Liberty, and you will be free to hire your own attorney to pursue those claims on an individual basis, or you may represent yourself, if you choose to do so.

If you do not opt out, you will be bound by all the terms of the Settlement Agreement, including the release of claims set forth above, meaning that you cannot separately sue Liberty, their employees, or any other related persons or entities for the matters being settled in this case. You will also be releasing your ability to file or prosecute any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

To represent you and other Class Members in this action, the Court has appointed Zorik Mooradian and Haik Hacopian of Mooradian Law, APC, Shani O. Zakay of ZAKAY LAW GROUP, APLC, and Jean-Claude Lapuyade of JCL LAW FIRM

APLC. These lawyers are called Class Counsel. They will be compensated from the Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$131,666.66 to them for attorneys' fees, or one-third (33 1/3%) of the Settlement Amount. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Class Counsel will also ask the Court to award litigation costs and expenses, not to exceed \$20,000. Liberty has agreed not to oppose Class Counsel's application for these fees and costs. The Court may choose to award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

16. How do I tell the Court that I do not like the settlement?

You may appear at the Final Approval Hearing to present any objection you may have to the settlement, regardless of whether you submit a written objection in advance. You may object to the Settlement either personally or through an attorney. To the extent you wish to submit a written objection, you are strongly encouraged to do so by timely mailing a written notice that you are objecting to the Settlement Administrator (CPT Group) postmarked no later than September 6, 2022. If you submit a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court. In order for your objection (written or otherwise) to be considered, you must not have opted out. The Final Approval Hearing is presently set for October 7, 2022 at 11:00 a.m. If you have not opted out, you may appear, personally or through an attorney, at the Final Approval Hearing to present your objection directly to the Court. If you wish to file any legal briefs, papers or memoranda in support of your objection, you may provide them to the Settlement Administrator with your written notice that you are objecting or you may file them directly with the Court no later than fifteen (15) days prior to the Final Approval Hearing.

All written objections must be signed and must contain the following information:

- Your name;
- Your address;
- Your telephone number;
- The name of the case (*Liberty Container Class Action*); and
- A description of your objections.

If you object to the Settlement and if the Court approves the Settlement, you will be bound by the terms of the Settlement Agreement in the same way as a Settlement Class member who does not object. You will also receive a settlement payment.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to. If you have submitted a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 11:00 a.m. on October 7, 2022, at the Los Angeles County Superior Court, Dept. SS-7, 312 North Spring Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

The date of the Fairness Hearing may change without formal notice to you and any change will be posted on the Settlement Administrator's general website at www.cptgroupcaseinfo.com/LibertyContainerSettlement, which you should check periodically.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Participating Class Members at the hearing. But, you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

Should you choose to appear at the Fairness Hearing, you may appear remotely. To do so, you must arrange an appearance at <https://my.lacourt.org/laccwelcome> through the "Civil" tab not sooner than thirty (30) days before the hearing. You will be asked to create a login, choose whether you will be making an audio or video appearance, and pass technical validations for your hardware. You must enter the lead case number (20STCV06560) when prompted and select the hearing date for the Final Fairness Hearing.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will receive your settlement payment. You will remain a member of the Settlement Class and will be bound by all the terms of the Settlement Agreement, including the release of claims set forth in Section 12 above, meaning that you cannot separately sue Liberty, their employees, or any other related persons or entities for the matters being settled under this Settlement. You will also be releasing your ability to file or prosecute any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. If you would like a complete copy of the Settlement Agreement, please contact Settlement Class Counsel. You may also go to the Court's website at <http://www.lacourt.org/casesummary/ui/> and enter the lead case number (20STCV06560) to electronically access all publicly filed documents in the Lawsuits. Please note that fees may be charged by the Court for retrieval of any documents. You may also access important case documents, including the Final Judgment if the Court grants final approval, on the Settlement Administrator's website at

www.cptgroupcaseinfo.com/LibertyContainerSettlement.

THE SETTLEMENT ADMINISTRATOR FOR THE SETTLEMENT IS:	SETTLEMENT CLASS COUNSEL	ATTORNEYS FOR DEFENDANT LIBERTY CONTAINER CORP. ("DEFENSE COUNSEL")
Ramos/Rodriguez v. Liberty Container Corp Settlement c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 Phone: (800) 542-0900 Fax: (949) 419-3446 www.cptgroup.com	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com Mooradian Law, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Telephone: (818) 487-1998 Facsimile: (888) 783-1030 Shani O. Zakay shani@zakaylaw.com ZAKAY LAW GROUP, APLC 3990 Old Town Avenue, Suite C204 San Diego, CA 92110 Telephone: (619)255-9047 Facsimile: (858) 404-9203 Jean-Claude Lapuyade jlapuyade@jcl-lawfirm.com JCL LAW FIRM, APC 3990 Old Town Avenue, Suite C204 San Diego, CA 92110 Telephone: (619)599-8292Facsimile: (619) 599-8291	Julie W. O'Dell, Julie.ODell@lewisbrisbois.com Christopher I. Cho, Christopher.Cho@lewisbrisbois.com LEWIS BRISBOIS BISGAARD & SMITH LLP 650 Town Center Drive, Suite 1400 Costa Mesa, CA 92626 Telephone: (714) 545-9200 Facsimile: (714) 850-1030

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR LIBERTY WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to these Lawsuits. You received this notice to help you decide what steps, if any, to take about these Lawsuits.

**AVISO DEL ACUERDO PROPUESTO DE DEMANDA COLECTIVA Y LA FECHA DE LA
AUDIENCIA PARA LA APROBACIÓN DE LA CORTE**

Alberto Ramos v. Liberty Container Corp.,
Caso No. 20STCV06560 de la Corte Superior del Condado de Los Ángeles
Roger Rodriguez v. Liberty Container Corp.,
Caso No. 20STCV13959 de la Corte Superior del Condado de Los Ángeles

Como un empleado, actual o anterior, pagado por hora y no exento de producción Sindical de Liberty Container Corp. (“Liberty”) en California en cualquier momento desde el 20 de febrero del 2016 hasta el 28 de julio del 2021, usted puede tener derecho a recibir dinero de un acuerdo propuesto de demanda colectiva.

La Corte Superior de California, Condado de Los Ángeles autorizó este Aviso de la Clase. Esto no es una solicitud de un abogado. Esto no es una demanda en contra de usted. Usted no ha sido demandado.

**POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE.
SUS DERECHOS LEGALES SON AFECTADOS POR EL.**

- Un acuerdo propuesto de demanda colectiva de \$395,000 ha sido alcanzado entre el Demandante Alberto Ramos, el Demandante Roger Rodriguez y el Demandado Liberty Container Corp. (de aquí en adelante “**Liberty**”) en nombre de los Miembros de la Clase del Acuerdo.
- El acuerdo resuelve las demandas colectivas y representativas consolidadas tituladas *Alberto Ramos, individually and on behalf of other persons similarly situated and similarly aggrieved employees, v. Liberty Container Corp.*, Caso No. 20STCV06560 de la Corte Superior del Condado de Los Ángeles y *Roger Rodriguez on behalf of himself and on behalf of all persons similarly situated and similarly aggrieved employees, v. Liberty Container Company*, Caso No. 20STCV13959 de la Corte Superior del Condado de Los Ángeles (“**Demandas**”), donde los Demandantes alegan varias violaciones de salarios y horarios. El Acuerdo también evita los costos y riesgos de continuar las Demandas, paga dinero a personas como usted, y libera a Liberty de la supuesta responsabilidad.
- La Corte no ha hecho una decisión de la validez de los reclamos en las Demandas. Liberty niega cualquier y toda responsabilidad derivada de cualquiera de los reclamos y sostiene que en todos los momentos pertinentes cumplieron completamente con todas las leyes aplicables.
- Este Acuerdo se utilizará para resolver los reclamos de todos los Miembros de la Clase del Acuerdo. La cantidad de los acuerdos individuales de los Miembros de la Clase del Acuerdo se determinará por el número de semanas que ellos trabajaron para Liberty (“**semanas de trabajo**”) más las semanas de trabajo adicionales para los empleados cuyo empleo terminó.
- Los abogados de los Miembros de la Clase del Acuerdo pedirán a la Corte que adjudique hasta \$131,666.66 para ser pagados del acuerdo (un tercio) como honorarios de abogados por investigar los hechos, litigar el caso y negociar el acuerdo, así como los costos y gastos de litigio, que no excedan de \$20,000, incurridos durante el caso. Ellos le pedirán a la Corte que apruebe: (1) una adjudicación incentive de \$10,000 al Demandante Alberto Ramos y una adjudicación incentive de \$10,000 al Demandante Roger Rodriguez (“**Demandantes**” o “**Demandantes Representantes**”) que asistieron en litigar este caso para el beneficio de todos los Miembros de la Clase del Acuerdo; 92) un pago de \$7,500 a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California (“**LWDA**,” por sus siglas en inglés); y (3) hasta un máximo de \$8,000 al Administrador del Acuerdo para los costos incurridos en administrar este Acuerdo.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
HACER NADA	Usted automáticamente recibirá un pago del Acuerdo y usted renunciará a cualquier derecho que pueda tener para demandar por las supuestas violaciones y los reclamos relacionados liberados por el Acuerdo. Usted obtiene un pago y libera sus reclamos. (Ver Secciones 10, 11 y 19, a continuación). Si usted no está de acuerdo con el número de semanas de trabajo presentadas a usted en este Aviso de la Clase, usted tendrá hasta el 6 de septiembre de 2022, para presentar cualquier disputa con respecto a sus cálculos de las semanas de trabajo individuales. (Ver la Sección 10, a continuación).
OPTAR POR SALIR O EXCLUIRSE	Si usted no desea participar en el acuerdo usted puede optar por salir. Para optar por salir, usted debe presentar una solicitud escrita de exclusión al Administrador del Acuerdo declarando su intención de no ser parte del acuerdo y firmar y fechar la declaración. La declaración escrita debe ser matasellada en o antes del 6 de septiembre de 2022. Si usted opta por salir, usted no liberará cualquiera de los reclamos en contra de Liberty y usted no recibirá ningún beneficio de este acuerdo, excepto su parte de las sanciones civiles de PAGA en la medida en que tenga derecho a ellas. (Ver las Secciones 10 y 13, a continuación).
OBJETAR	Si usted no piensa que el acuerdo es justo y no opta por salir, entonces usted puede escribir al Administrador del Acuerdo sobre por lo que no gusta del acuerdo y ellos enviarán sus preocupaciones a los abogados quienes entonces las proporcionarán a la corte. Su objeción escrita debe ser matasellada en o antes del 6 de septiembre de 2022. (Ver la Sección 16, a continuación). Usted no puede objetar si usted ha optado por salir.

INFORMACIÓN BÁSICA

1. ¿Por qué recibí este paquete del Aviso de la Clase?

Los registros de Liberty indican que usted fue empleado por Liberty en California como un empleado pagado por hora y no exento de producción sindical (cubierto por el Acuerdo de Convenio Colectivo) en cualquier momento desde el 20 de febrero del 2016 hasta el 28 de julio del 2021 (“**Clase del Acuerdo**”) (Ver Sección 6, a continuación).

Se le envió este Aviso de la Clase porque usted tiene el derecho a saber sobre un acuerdo propuesto que involucra las demandas y sobre todas sus opciones antes de que la Corte decida si aprueba finalmente el acuerdo. Si la Corte aprueba el acuerdo y después de que se hayan resuelto cualquiera de las objeciones y apelaciones, un “**Administrador del Acuerdo**” asignado por la Corte hará los pagos que el acuerdo permite. Este paquete explica la Demanda, el acuerdo, sus derechos legales, cuales beneficios están disponibles, quien es elegible a ellos, y como obtenerlos.

La Corte a cargo de este caso es la Corte Superior de California para el Condado de Los Ángeles. Las personas que demandaron se llaman los Demandantes, y las organizaciones que ellos demandaron se llaman los Demandados.

2. ¿De qué se trata esta Demanda?

El 20 de febrero del 2022, el Demandante Alberto Ramos presentó una queja de demanda colectiva en la Corte Superior del Condado de Los Ángeles (20STCV06560) en contra de Liberty, en su nombre y en nombre de otras personas.

El 9 de abril de 2020, el Demandante Roger Rodriguez presentó una queja de demanda colectiva en la Corte Superior del Condado de Los Ángeles (20STCV13959) en contra de Liberty, en su nombre y en nombre de otras personas.

El 18 de septiembre del 2020, las Demandas fueron consolidadas y la Demanda Consolidada fue presentada la cual afirma las siguientes causas de acción de la clase: (1) No Pagar los Salarios Mínimos y de las Horas Extras; (2) No Proporcionar los Períodos de Comida Requeridos; (3) No Proporcionar los Períodos de Descanso Requeridos; (4) No Pagar Oportunamente los Salarios Debidos a la Terminación/Separación; (5) No Pagar Oportunamente los Salarios de las Vacaciones a la Terminación; (6) No Proporcionar las Declaraciones Salariales Precisas; y (7) Violaciones de la Ley de las Prácticas de Negocio Desleales - §§ 17200, y siguientes del Código de Negocios y Profesiones. La Demanda Consolidada también incluye una causa de acción representativa para las sanciones civiles bajo la Ley del Procurador General Privado ("PAGA," por sus siglas en inglés) de acuerdo con los avisos requeridos comunicados por los Demandantes a la LWDA y a Liberty.

Liberty ha negado y se ha defendido enérgicamente en contra de las alegaciones en las Demandas, afirmando que ha pagado a sus empleados adecuadamente y no tiene ninguna responsabilidad de ninguno de los reclamos alegados bajo cualquier estatuto, orden salarial, ley común, o teoría equitativa.

3. ¿Por qué es esto una demanda colectiva?

En una demanda colectiva, una o más personas que se llaman Representantes de la Clase o Demandantes Representantes demandan en nombre de personas quienes tienen reclamos similares. Todas estas personas forman una Clase y se refieren como los Miembros de la Clase, excepto aquellos que deciden excluirse de la Clase. Una corte resuelve los asuntos para todos los Miembros de la Clase.

4. ¿Por qué hay un acuerdo?

Desde que se presentaron estas Demandas, se ha llevado a cabo una investigación en curso y se ha intercambiado información. Las partes han participado en una mediación con un mediador neutral muy respetado. Como resultado, las partes llegaron a este Acuerdo para evitar el costo y el riesgo de un litigio continuo.

La Corte Superior de California, Condado de Los Ángeles, no ha decidido sobre los fundamentos de los reclamos de los Demandantes o las defensas de Liberty. Sin embargo, la Corte ha aprobado preliminarmente el Acuerdo propuesto. La Corte decidirá si concede la aprobación final al Acuerdo en la Audiencia de Aprobación Final programada para el 7 de octubre del 2022 a las 11:00 a.m. La Corte está ubicada en 312 North Spring Street, Los Angeles, CA, 90012, Departamento SS-7.

El acuerdo no significa que alguna ley fue violada. El Acuerdo propuesto es un compromiso de los reclamos disputados y no significa que Liberty violó cualquier requisito de salarios legal o es responsable de cualquiera de los cargos hechos por los Demandantes. Liberty niega todos los reclamos legales en el caso, y también afirma que una demanda colectiva no es adecuada para cualquier propósito que no sea el de este acuerdo. Los Demandantes y los Abogados de la Clase creen que este acuerdo es justo y razonable y es en el mejor interés de todos los Miembros de la Clase del Acuerdo.

5. ¿Qué es un acuerdo de demanda colectiva?

La Corte debe aprobar los términos del Acuerdo propuesto descritos a continuación como justos y razonables a la clase. Cuando ya sea aprobado, el acuerdo afectará a todos los Miembros de la Clase del Acuerdo excepto a aquellos que hayan optado por salir (*es decir*, que se excluyeron a sí mismos). Este Aviso de la Clase explica sus derechos legales, los términos del acuerdo, lo que debe hacer para participar, y la cantidad de dinero que puede recibir. Por favor lea este Aviso de la Clase completo cuidadosamente.

¿QUIÉN ESTÁ EN EL ACUERDO?

Para ver si usted recibirá dinero de este acuerdo, usted primero tiene que decidir si usted es un Miembro de la Clase del Acuerdo.

6. ¿Cómo sé si soy un Miembro de la Clase del Acuerdo?

Las partes han acordado, sujeto a la aprobación de la Corte, que la Clase del Acuerdo es formada del siguiente grupo:

La **Clase del Acuerdo** se define como:

Todos los empleados pagados por hora y no exentos de producción Sindical (cubierto por el Acuerdo de Convenio Colectivo) que están o previamente fueron empleados por el Demandado Liberty en California durante el período desde el 20 de febrero del 2016 hasta el 28 de julio del 2021 (“**Período de la Clase**”).

Si usted recibió este Aviso de la Clase, usted se considera ser un Miembro de la Clase del Acuerdo.

7. ¿Hay excepciones a la inclusión?

Usted puede elegir ser excluido de este acuerdo al optar por salir de este acuerdo y usted no será un Miembro de la Clase del Acuerdo.

8. Todavía no estoy seguro si soy un Miembro de la Clase. ¿Qué debería hacer?

Usted está recibiendo este Aviso de la Clase porque los registros de Liberty indican que usted es un Miembro de la Clase del Acuerdo. Si usted cree que usted ha recibido este Aviso de la Clase por error, por favor notifique al Administrador del Acuerdo inmediatamente.

Si este Aviso de la Clase fue enviado a una dirección diferente de donde usted vive ahora, usted necesita contactar al Administrador del Acuerdo y proporcionar información actualizada para que cualquier correspondencia futura o el pago del acuerdo le llegue.

Para recibir un pago bajo este Acuerdo, usted no tiene que tomar ninguna acción.

LOS BENEFICIOS DEL ACUERDO—LO QUE USTED RECIBE**9. ¿Qué proporciona el Acuerdo?**

La Resolución del Acuerdo dispone que Liberty pagará Trescientos Noventa y Cinco Mil Dólares (\$395,000.00) (la “**Cantidad del Acuerdo**”) para completamente resolver los reclamos siendo resueltos y liberados en las Demandas. Después del pago de las sumas adjudicadas por la Corte (1) al Administrador del Acuerdo para sus costos, de hasta un máximo de Ocho Mil Dólares (\$8,000.00); (2) a los Abogados de la Clase del Acuerdo para sus honorarios legales en la Demanda, incluyendo cualquier trabajo que ellos harán en el futuro, de hasta un máximo de Ciento Treinta y Un Mil Seiscientos Sesenta y Seis Dólares y Sesenta y Seis Centavos (\$131,666.66), que es un tercio (33 1/3%) de la Cantidad del Acuerdo; (3) a los Abogados de la Clase del Acuerdo para sus costos y gastos de litigio, de hasta un máximo de Veinte Mil Dólares (\$20,000.00); (4) a los Demandantes Alberto Ramos y Roger Rodriguez como adjudicaciones de servicio por los servicios que ellos proporcionaron en nombre de la Clase del Acuerdo, el riesgo del pago de los costos en caso de que se hubiese producido un resultado desfavorable en la Demanda y estigma, hasta un máximo de Diez Mil Dólares (\$10,000) a cada uno; (5) a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés), la suma de Siete Mil Quinientos Dólares (\$7,500.00) como su parte de las compensaciones de PAGA; la suma restante, estimada no ser menos de Doscientos Siete Mil Ochocientos Treinta y Tres Dólares y Treinta y Cuatro Centavos (\$207,833.34) (la “**Cantidad Neta del Acuerdo**”) será distribuida en su totalidad a los Miembros de la Clase del Acuerdo que califican para recibir un pago.

Los términos actuales y completos del Acuerdo se establecen en la Resolución del Acuerdo Estipulada (“Resolución del Acuerdo”) presentada ante la Corte. Usted puede obtener una copia completa de la Resolución del Acuerdo al llamar los Abogados de la Clase del Acuerdo, cuya información de contacto se proporciona en la Sección 20, a continuación.

10. ¿De cuánto será mi pago? ¿Cómo recibo un pago?

Como un Miembro de la Clase del Acuerdo usted automáticamente recibirá un pago si usted no se excluye.

Según los registros de Liberty, su número total de Semanas de Trabajo durante su período de tiempo aplicable es: «**TotalAdjWorkWeeks**», que incluye el siguiente número Semanas de Trabajo debido a que su empleo terminó durante el Período de la Clase: «**AddMultHours**».

Su pago del acuerdo estimado basado en el número de Semanas de Trabajo que se indican anteriormente es de: «**SettAmt**», menos los impuestos.

Su pago estimado del acuerdo se calcula de acuerdo con el método que se indica a continuación:

La parte estimada de un Miembro de la Clase del Acuerdo de la Cantidad Neta del Acuerdo se determinará según el número de Semanas de Trabajo trabajadas de cada Miembro de la Clase del Acuerdo durante el Período de la Clase aplicable. Los Miembros de la Clase del Acuerdo cuyo empleo ha terminado durante el Período de la Clase será asignado unas 0.25 Semanas de Trabajo Trabajadas adicionales por cada Semana de Trabajo Trabajada, hasta un crédito máximo de 6 Semanas de Trabajo Trabajadas para compensarlos por sus reclamos de las sanciones del tiempo de espera y los reclamos del pago de las vacaciones. La parte de cada Miembro de la Clase del Acuerdo de la Cantidad Neta del Acuerdo se determinará dividiendo la Cantidad Neta del Acuerdo (menos \$2,500 por las sanciones civiles de PAGA que se pagarán a los empleados que fueron contratados en cualquier momento desde el 21 de febrero del 2019 hasta el 28 de julio del 2021 “Período de PAGA”, ver al final de esta sección) por el número total de Semanas de Trabajo Trabajadas por todos los Miembros de la Clase del Acuerdo durante el Período de la Clase aplicable, incluyendo los pagos de mejora descritos anteriormente, para determinar la Cantidad del Acuerdo Por Semana. La Cantidad Individual del Acuerdo de cada Miembro de la Clase del Acuerdo después es determinada al multiplicar la Cantidad del Acuerdo Por Semana por el número de Semanas de Trabajo

Trabajadas por ese Miembro de la Clase del Acuerdo. En caso de que cualquiera de los Miembros de la Clase del Acuerdo opten por salir del Acuerdo, cualquier porción de la Cantidad Neta del Acuerdo que no es reclamada se pagará a los Miembros Participantes de la Clase del Acuerdo sobre la base proporcional determinada por el número de Semanas de Trabajo Trabajadas por cada Miembro Participante de la Clase del Acuerdo. La cantidad realmente pagada a cada Miembro Participante de la Clase del Acuerdo se conocerá como el Pago Individual del Acuerdo.

Impuestos de su Pago Individual del Acuerdo serán como sigue:

Veinte Por Ciento (20%) del Pago Individual del Acuerdo de cada Miembro Participante de la Clase del Acuerdo se asignará a los salarios. Las deducciones de nómina normales se tomarán de la parte salarial. El Administrador del Acuerdo emitirá un cheque y un Formulario W-2 a cada Miembro Participante de la Clase del Acuerdo para el Componente Salarial.

Ochenta Por Ciento (80%) del Pago Individual del Acuerdo de cada Miembro Participante de la Clase se asignará a las sanciones y al interés. No se retendrá ninguna parte de los intereses ni de las sanciones. El Administrador del Acuerdo emitirá un segundo cheque y el Formulario 1099 del IRS para el componente de intereses y sanciones. Cualquier impuesto adeudado sobre la parte del Pago Individual del Acuerdo que se informe en un Formulario 1099 será la responsabilidad del Miembro Participante de la Clase del Acuerdo individual.

El Administrador del Acuerdo será responsable de emitir los pagos y de calcular y retener todos los impuestos requeridos estatales y federales.

Liberty será responsable de pagar todas las obligaciones de impuestos del empleador por separado y aparte de la Cantidad del Acuerdo.

¿Qué sucede si creo que mis Semanas de Trabajo están Equivocadas? Si usted desea disputar el número de Semanas de Trabajo que se muestran arriba, usted debe proporcionar una declaración escrita declarando lo que usted cree que sea el número correcto de Semanas de Trabajo que usted trabajó durante el Período de la Clase. Usted también debe incluir información y/o los documentos que apoyan su reclamo que usted trabajó un número diferente de Semanas de Trabajo. Los registros de Liberty registrarán a menos de que usted presente la documentación que establezca lo contrario. Si hay una disputa sobre cual información es correcta, el Administrador del Acuerdo resolverá la disputa y hará una decisión final y obligatoria con la asistencia de los Abogados de la Clase y los Abogados de la Defensa. Si la disputa sigue sin resolverse, se presentará a la Corte para su resolución final.

Su parte de las sanciones civiles de PAGA: Por favor, tenga en cuenta que si usted estuvo empleado en cualquier momento entre el 21 de febrero del 2019 y el 28 de julio del 2021 ("Período de PAGA"), tendrá derecho adicionalmente a una parte proporcional de los \$2,500 asignados a las sanciones civiles de PAGA que se pagarán a los empleados. Su parte se reflejará en el número proporcional de períodos de pago trabajados por usted durante el Período de PAGA en relación con el número total de períodos de pago trabajados por los Miembros de la Clase del Acuerdo durante el Período de PAGA. Los Miembros de la Clase del Acuerdo que tengan derecho a una parte de PAGA y que se excluyan del Acuerdo seguirán recibiendo su parte de PAGA según este párrafo.

Su parte estimada de PAGA basada en los «PAGAPeriods» períodos de pago que usted estuvo empleado durante el Período de PAGA que se indica anteriormente es: «PAGAAmt». **Usted recibirá un pago por esta suma, incluso si se excluye así mismo de este Acuerdo.**

11. ¿Cuándo recibiría mi pago?

La Corte llevará a cabo una audiencia el 7 de octubre del 2022 para decidir si aprueba el acuerdo. Si la Corte aprueba el acuerdo, después puede haber apelaciones si alguien se opone. Siempre es incierto cuándo pueden resolverse estas objeciones y apelaciones, y resolverlas puede llevar tiempo. Para comprobar el progreso del acuerdo, llame al Administrador del Acuerdo al 1-888-598-3212 o a los Abogados de la Clase. *Por favor, tenga paciencia.*

Cheques No Cobrados: Todos los cheques de los Pagos Individuales del Acuerdo seguirán siendo válidos y negociables durante 180 días a partir de la fecha de su emisión. Cualquier cheque no cobrado durante el período de 180 días después de la distribución será nulo, y la liberación del Miembro Participante de la Clase del Acuerdo establecida en este documento seguirá siendo válida. El Administrador del Acuerdo pagará los fondos no cobrados a CASA (“Court Appointed Special Advocates”) de Los Ángeles, que es un grupo de defensa de los niños sin ánimo de lucro 501(c)(3).

Se espera que su pago se envíe por correo a la dirección en la que recibió este Aviso de la Clase. **Si su dirección postal cambia por cualquier motivo, debe notificar de inmediato al Administrador del Acuerdo para asegurarse de que su pago se envíe a la dirección correcta.**

12. ¿Qué estoy liberando?

Liberación En Cuanto a Todos los Miembros Participantes de la Clase: A partir de la Fecha Efectiva y de la financiación total de la Cantidad del Acuerdo por parte del Demandado, se considerará que todos los Miembros de la Clase del Acuerdo que no opten oportunamente por no participar en el Acuerdo (“**Miembros Participantes de la Clase**”), incluidos sus herederos, cesionarios, patrimonios y representantes, liberan y exoneran completamente y para siempre, de manera irrevocable e incondicional, a las Partes Liberadas de los Reclamos Liberados. La Resolución del Acuerdo constituirá un acuerdo, compromiso, liberación y exoneración total de los Reclamos Liberados y de cada uno de ellos, así como de los Reclamos Liberados por parte del Representante de la Clase, y las Partes Liberadas no tendrán ninguna otra responsabilidad u obligación ante ningún Miembro de la Clase y/o el Representante de la Clase con respecto a los Reclamos Liberados y a los Reclamos Liberados del Representante de la Clase, excepto como se establece expresamente en el presente documento.

Liberación En Cuanto a Todos los Empleados Agraviados: A partir de la Fecha Efectiva y de la financiación total de la Cantidad del Acuerdo por parte del Demandado, se considerará que los Demandantes y el Estado de California liberan y exoneran completamente para siempre, de forma irrevocable e incondicional, a las Partes Liberadas de los Reclamos Liberados de PAGA.

“Reclamos Liberados” significa: todos los reclamos de la clase alegados en la demanda operativa que ocurrieron durante el Período de la Clase, y excluyendo expresamente todos los demás reclamos, incluyendo los reclamos por beneficios adquiridos, despido injustificado, seguro de desempleo, incapacidad, seguro social, compensación de trabajadores, y reclamos de la clase fuera del Período de la Clase.

“Reclamos Liberados de PAGA” significa: todos los reclamos de PAGA alegados en la demanda operativa y los avisos de PAGA de los Demandantes a la LWDA que ocurrieron durante el Período de PAGA, y excluyendo expresamente todos los demás reclamos, incluyendo los reclamos por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguro social, compensación de trabajadores y reclamos de PAGA fuera del Período de PAGA.

“Partes Liberadas” significa: el Demandado, incluyendo cada uno de los respectivos pasados, presentes y/o futuros, directos y/o indirectos funcionarios, directores, miembros, gerentes, empleados, agentes, representantes, abogados, aseguradores, socios, inversionistas, accionistas, administradores, compañías matrices, subsidiarias, afiliados, divisiones, predecesores, sucesores, asignados, y empresas conjuntas de los Demandados.

CÓMO OPTO POR SALIR

13. ¿Cómo puedo optar por salir de este acuerdo?

Si usted no desea seguir siendo un miembro de la Clase del Acuerdo, usted puede optar por salir del Acuerdo de demanda colectiva al enviar por correo una solicitud de exclusión escrita al Administrador del Acuerdo, CPT Group, Inc., matasellada a no más tardar el 6 de septiembre de 2022. La solicitud de exclusión debe ser presentada por escrito en cualquier forma que usted elija, pero debe estar firmada por usted y debe incluir su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social, y una declaración que usted desea ser excluido del Acuerdo. Si usted opta por salir oportunamente del Acuerdo, usted ya no será un miembro de la Clase del Acuerdo y usted estará prohibido de participar en este Acuerdo. Usted no recibirá algún pago del acuerdo si usted opta por salir de este Acuerdo, excepto por su parte de las sanciones civiles de PAGA descritas en la Sección 10, anteriormente. Al optar por salir oportunamente del Acuerdo, usted retendrá los derechos o reclamos que pueda tener, si hay alguno, en contra de Liberty, y usted será libre de contratar a su propio abogado para perseguir esos reclamos sobre la base individual, o usted puede representarse a sí mismo, si usted elige hacerlo.

Si usted no opta por salir, usted estará obligado por todos los términos de la Resolución del Acuerdo, incluyendo la liberación de reclamos establecidos anteriormente, lo que significa que usted no puede demandar por separado a Liberty, a sus empleados, o cualquiera de las otras personas o entidades relacionadas por los asuntos siendo resueltos en este caso. Usted también estará liberando su capacidad de presentar o enjuiciar cualquier reclamo, demanda, pleito o procedimiento administrativo (incluyendo, presentando los reclamos con la División de Cumplimiento de las Normas Laborales de California) con respecto a los reclamos liberados por el Acuerdo.

LOS ABOGADOS QUE LO REPRESENTAN**14. ¿Tengo un abogado en este caso?**

La Corte ha asignado a Zorik Mooradian y Haik Hacopian de Mooradian Law, APC, Shani O. Zakay de ZAKAY LAW GROUP, APLC, y Jean-Claude Lapuyade de JCL LAW FIRM APLC para representarlo a usted y a los demás Miembros de la Clase en esta demanda. Estos abogados se llaman los Abogados de la Clase. Ellos serán compensados de la Cantidad del Acuerdo como se discute en este Aviso de la Clase. Si usted desea ser representado por su propio abogado, usted puede contratar uno por su propia cuenta.

15. ¿Cómo serán pagados los abogados?

Los Abogados de la Clase le pedirán a la Corte que apruebe el pago de hasta \$131,666.33 a ellos para los honorarios de los abogados, o un tercio (33 1/3%) de la Cantidad del Acuerdo. Los honorarios pagarán a los Abogados de la Clase por investigar los hechos, litigar el caso y negociar y finalizar el acuerdo. Los Abogados de la Clase también le pedirán a la Corte que adjudique los costos y gastos del litigio, que no excedan de \$20,000. Liberty ha acordado no oponerse a la solicitud de los Abogados de la Clase para estos honorarios y costos. La Corte puede elegir adjudicar menos de la cantidad solicitada por los Abogados de la Clase.

OBJETANDO AL ACUERDO

Usted puede decirle a la Corte que usted no está de acuerdo con el acuerdo o alguna parte de él.

16. ¿Cómo le digo a la Corte que no me gusta el acuerdo?

Usted puede comparecer en la Audiencia de Aprobación Final para presentar cualquier objeción que pueda tener al acuerdo, sin importar si presenta una objeción por escrito por adelantado. Usted puede objetar al Acuerdo personalmente o a través de un abogado. Si desea presentar una objeción por escrito, se le recomienda encarecidamente que lo haga al enviar por correo un aviso escrito de que usted está objetando al Administrador del Acuerdo (CPT Group) matasellado a no más tardar el 6 de septiembre de 2022. Si usted presenta una objeción por escrito dentro la fecha límite y en cumplimiento de este párrafo, no está obligado a comparecer en persona en la Audiencia de Aprobación Final para que su objeción sea considerada por la Corte. Para que su objeción (escrita o de otra manera) sea considerada, usted no debe haber optado por salir. La Audiencia de Aprobación Final está actualmente programada para el 7 de octubre del 2022 a las 11:00 a.m. Si no ha optado por salir, usted puede comparecer, personalmente o través de un abogado, en la Audiencia de Aprobación Final para presentar su objeción directamente con la Corte. Si usted desea presentar algún escrito, documento o memoranda legal en apoyo de su objeción, usted puede proporcionarlos al Administrador del Acuerdo con su aviso escrito de que usted está objetando o usted puede presentarlos directamente a la Corte a no más tardar quince (15) días antes de la Audiencia de Aprobación Final.

Todas las objeciones deben estar firmadas y deben contener la siguiente información:

- Su nombre;
- Su dirección;
- Su número de teléfono;
- El nombre del caso (*Liberty Container Class Action*); y
- Una descripción de sus objeciones.

Si usted objeta al Acuerdo y si la Corte aprueba el Acuerdo, usted estará obligado por los términos de la Resolución del Acuerdo de la misma manera como un miembro de la Clase del Acuerdo que no objeta. Usted también recibirá un pago del acuerdo.

LA AUDIENCIA DE EQUITAD DE LA CORTE

La Corte llevará a cabo una audiencia para decidir si aprueba el acuerdo. Usted puede asistir y puede pedir hablar, pero no tiene que hacerlo. Si usted ha presentado una objeción por escrito dentro del plazo y en cumplimiento de este párrafo, no está obligado a comparecer en persona en la Audiencia de Aprobación Final para que su objeción sea considerada por la Corte.

17. ¿Cuándo y dónde decidirá la Corte si aprueba el acuerdo?

La Corte llevará a cabo una Audiencia de Equidad a las 11:00 a.m. del 7 de octubre del 2022, en la Corte Superior del Condado de Los Ángeles, Depto. SS-7, 312 North Spring Street, Los Ángeles, CA 90012. En esta audiencia, la Corte considerará si el acuerdo es justo, razonable, y adecuado. Si hay objeciones, la Corte las considerará. El Juez escuchará a las personas que comparecieron para hablar en la audiencia. En o después de la audiencia, la Corte decidirá si aprueba el acuerdo. No sabemos cuánto tardará esta decisión.

La fecha de la Audiencia de Equidad puede cambiar sin un aviso formal a usted y cualquier cambio será publicado en el sitio web general del Administrador del Acuerdo en www.cptgroupcaseinfo.com/LibertyContainerSettlement, el que debe revisar periódicamente.

18. ¿Tengo que venir a la audiencia?

No. Los Abogados de la Clase representarán a los Miembros Participantes de la Clase en la audiencia. Pero, usted es bienvenido a venir por su propia cuenta. Si usted envía una objeción, usted no necesita venir a la Corte para hablar sobre ella. Siempre y cuando envíe por correo su objeción por escrito a tiempo, la Corte la considerará. También puede pagar a su propio abogado para asistir, pero no es necesario.

Si decide comparecer en la Audiencia de Equidad, usted puede hacerlo de manera remota. Para hacerlo, debe programar una comparecencia en <https://my.lacourt.org/laccwelcome> a través de la sección "Civil" no antes de treinta (30) días antes de la audiencia. Se le pedirá que establezca un inicio de sesión, que elija si va a realizar una comparecencia por audio o por vídeo y que pase las validaciones técnicas de su hardware. Usted debe introducir el número de caso principal (20STCV06560) cuando se le solicite y seleccionar la fecha de la audiencia para la Audiencia de Equidad Final.

SI NO HACE NADA

19. ¿Qué sucede si no hago nada en absoluto?

Si usted no hace nada, usted recibirá su pago del acuerdo. Usted seguirá siendo un miembro de la Clase del Acuerdo y estará obligado por todos los términos de la Resolución del Acuerdo, incluyendo la liberación de los reclamos establecidos en la Sección 12 anteriormente, lo que significa que usted no puede demandar por separado a Liberty, a sus empleados, y cualquier otra persona y entidad relacionada de los asuntos siendo resueltos bajo este Acuerdo. Usted también estará liberando su capacidad de presentar o enjuiciar cualquier reclamo, demanda, o procedimiento administrativo (incluyendo, presentando los reclamos con la División de Cumplimiento de las Normas Laborales de California) con respecto a los reclamos liberados por el Acuerdo.

OBTENER MÁS INFORMACIÓN

20. ¿Hay más detalles sobre el acuerdo?

Este Aviso de la Clase resume el acuerdo propuesto. Usted puede llamar o contactar a los Abogados de la Clase o al Administrador del Acuerdo si le gustaría más información sobre el caso. Si le gustaría una copia completa de la Resolución del Acuerdo, por favor contacte a los Abogados de la Clase del Acuerdo. Usted también puede ir al sitio web de la Corte <http://www.lacourt.org/casesummary/ui/> e ingresar el número de caso principal (20STCV06560) para acceder electrónicamente todos los documentos presentados de manera pública en las Demandas. Por favor tenga en cuenta que la Corte puede cobrar tasas por acceder cualquiera de los documentos. Usted también puede acceder documentos del caso importantes, incluyendo la Sentencia Final si la Corte concede la aprobación final, en el sitio web del Administrador del Acuerdo en

www.cptgroupcaseinfo.com/LibertyContainerSettlement.

EL ADMINISTRADOR DEL ACUERDO PARA EL ACUERDO ES:	ABOGADOS DE LA CLASE DEL ACUERDO	ABOGADOS DEL DEMANDADO LIBERTY CONTAINER CORP. ("ABOGADOS DE LA DEFENSA")
Ramos/Rodriguez v. Liberty Container Corp Settlement c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 Teléfono: (800) 542-0900 Facsimil: (949) 419-3446 www.cptgroup.com	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com Mooradian Law, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Teléfono: (818) 487-1998 Facsimil: (888) 783-1030 Shani O. Zakay	Julie W. O'Dell, Julie.ODell@lewisbrisbois.com Christopher I. Cho, Christopher.Cho@lewisbrisbois.com LEWIS BRISBOIS BISGAARD & SMITH LLP 650 Town Center Drive, Suite 1400 Costa Mesa, CA 92626 Teléfono: (714) 545-9200 Facsimil: (714) 850-1030

	shani@zakaylaw.com ZAKAY LAW GROUP, APLC 3990 Old Town Avenue, Suite C204 San Diego, CA 92110 Teléfono: (619)255-9047 Facsimil: (858) 404-9203 Jean-Claude Lapuyade jlapuyade@jcl-lawfirm.com JCL LAW FIRM, APC 3990 Old Town Avenue, Suite C204 San Diego, CA 92110 Teléfono: (619)599-8292Facsimile: (619) 599-8291	
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POR FAVOR NO CONTACTE AL SECRETARIO DE LA CORTE, AL JUEZ, O A LIBERTY CON PREGUNTAS.

Las declaraciones en este documento no son determinaciones por una corte de justicia. Estas declaraciones no son una expresión de ninguna opinión o aprobación de un juez. Este aviso se basa solamente en las declaraciones de las Partes a estas Demandas. Usted recibió este aviso para ayudarle a decidir qué pasos tomar, si hay algunos, sobre estas Demandas.

**Declaration of
JEAN-CLAUDE LAPUYADE**

1 **JCL LAW FIRM, APC**

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3 Sydney Castillo-Johnson (State Bar #343881)
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9 scastillo@jcl-lawfirm.com

10 *Attorneys for Plaintiffs and the Putative Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 ALBERTO RAMOS, individually and on behalf
14 of all others similarly situated and similarly
15 aggrieved employees,

16 Plaintiff,

17 v.

18 LIBERTY CONTAINER COMPANY, a
19 California Corporation (aka Key Container
20 Company); and DOES 1-50, Inclusive,

21 Defendants.

22 _____
23 ROGER RODRIGUEZ, on behalf of himself and
24 on behalf of all persons similarly situated,
25 _____
26 _____
27 _____
28 _____

Case No.: 20STCV06560 (lead);
20STCV13959

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
SETTLEMENT AND MOTION FOR
AWARD OF ATTORNEYS' FEES**

Complaint Filed: April 9, 2020

Hearing Date: October 7, 2022
Hearing Time: 11:00 a.m.

Dept.: 7
Judge: Amy D. Hogue

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-law
4 and the owner of the JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel for
5 Plaintiffs and putative class representatives, individually and on behalf of other members of the
6 general public similarly situated and on behalf of aggrieved employees pursuant to the Private
7 Attorneys General Act ("PAGA") (collectively, "Plaintiffs").

8 2. I am submitting this declaration in support of Plaintiff's Motion for Final Approval of
9 Settlement and Motion for Award of Attorneys' Fees.

10 **I. LOADSTAR & COSTS**

11 3. Attached hereto as **Exhibit "A"** is a true and correct copy of the JCL Law Firm,
12 APC's "Transaction Summary" detailing Settlement Counsel's actually incurred litigation
13 expenses for this matter as of September 13, 2022. As shown in detail in the attached transaction
14 summary, Counsel has incurred a total of \$906.68 in litigation costs prosecuting this action. I
15 anticipate incurring an additional \$150 - \$200 for the filing, service and appearance at this motion.

16 4. Attached hereto as **Exhibit "B"** is a true and correct copy of the Time and Billing for
17 the attorneys and staff at the JCL Law Firm, APC as of September 13, 2022. To the best of my
18 knowledge each entry was made contemporaneously by the staff member and in the ordinary
19 course of the JCL Law Firm's usual course of business. The attached Billing Journal shows that
20 the JCL Law Firm, APC billed a total of 114.6 hours for a total of \$32,893.33 successfully
21 litigating this action.

22 5. The JCL Law Firm's rates are comparable to those judicially approved for other
23 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
24 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750
25 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners).
26 See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41
27 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the
28 requested range. See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24

1 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650 -\$800 for senior attorneys in consumer
2 class action); Parkinson v. Hyundai Motor America, 796 F.Supp.2d 1160, 1172 (C.D. Cal.
3 2010)(approving hourly rates between \$445 and \$675); Faigman v. AT&T Mobility, LLC, 2011
4 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011)(Approving hourly rates of \$650 an hour for
5 partners and \$500 for associates); Richard v. Ameri-Force Mgmt. Servs., Inc., No 37-2008-
6 00096019 (San Diego Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners and
7 \$495 for associates); Barrera v. Gamestop, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700 for
8 partners and \$475 for associates); Anderson v. Nextel Retail Stores, LLC, No. CV 07-4480 (C.D.
9 Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); Luquetta v. Regents of
10 Cal., CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between \$550 and
11 \$850 per hour); and Holoway v. Best Buy Co., C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011
12 partner rates between \$825 and \$700, and associates hourly rates between \$355 and \$405 an hour).

13 6. Moreover, my billing rate has been approved multiple times within the last several
14 months by California Superior Court judges. (*See generally Rodriguez v. RSI Home Products, Inc.*,
15 San Bernardino Superior Court Case No. CIVDS 2023354 (July 30, 2021 – Hon. David Cohn
16 approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Counsel in a \$1,450,000
17 wage and hour class action settlement); *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior
18 Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved
19 \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Counsel in a \$1,500,000 wage and
20 hour class action settlement); *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court
21 Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate
22 and appointed Jean-Claude Lapuyade, Esq. as Counsel in a wage and hour class action settlement);
23 *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-
24 01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in
25 a representative California Labor Code Private Attorney General Act settlement).

26 7. Further, Counsel will be performing additional work, including finalizing the orders
27 and judgment and monitoring the completion of the settlement process over the course of the next
28 coming months.

1 8. All of Counsel's out-of-pocket expenses are the types of expenses normally charged
2 to paying clients including the following: filing fees; copying; telephone; postage; factual and legal
3 research charges; mediation fees; expert costs and travel expenses, which were all incurred during,
4 and were necessary for the successful prosecution of, the litigation and, therefore, should be
5 reimbursed.

6 9. Counsel now requests reimbursement for those incurred litigation expenses and costs
7 as provided for in the Settlement Agreement and based upon Counsel's billing records.

8 **II. JCL LAW FIRM EXPERIENCE**

9 10. Attached hereto as **Exhibit "C"** is a true and correct copy of the JCL Law Firm,
10 APC's firm resume. The resume includes the credentials of the attorneys and staff who have
11 actively worked on this matter, as well as sets forth some of the major cases the firm has
12 undertaken.

13 11. Counsel in this matter has extensive class action and PAGA experience in multiple
14 fields and has represented tens-of-thousands of persons in class actions and PAGA matters.
15 Counsel has previously litigated similar wage and hour class actions involving similar meal and
16 rest period violations. Counsel has been approved as class counsel in similar wage and hour
17 actions throughout the State of California, including in the Superior Court for the County of San
18 Diego. As such, courts throughout the California have deemed Counsel experienced and
19 knowledgeable in this area of law. Counsel has participated in every aspect of the settlement
20 discussions and has concluded the settlement is fair, adequate and reasonable and in the best
21 interests of the Class.

22 12. Plaintiff and the Aggrieved Employees are represented by competent and experienced
23 counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm
24 is a boutique plaintiff firm representing aggrieved employees and consumers throughout California
25 in wage and hour class actions, PAGA Actions and complex multi-party product liability matters.
26 The Firm currently consists of myself, Jean-Claude Lapuyade, Esq., (Partner/Owner), Sydney
27 Castillo-Johnson, Esq., Tesla Stone (Paralegal), Maria Watters (Paralegal) and Jennifer Heming
28 (Legal Secretary).

13. I am qualified to represent the Plaintiff, the State of California and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. Additionally, I have extensive complex mass tort litigation experience and complex construction product liability experience. I can, will and have adequately represented the interests of the Plaintiff, the State of California and the Aggrieved Employees throughout this action.

14. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 13 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

15. I have significant class counsel and collective action counsel experience, as outlined in the firm resume

16. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a favorable verdict for the firm's clients.

17. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

18. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of September 2022, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade
Attorneys for Plaintiffs

EXHIBIT 1

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Ramos v. Liberty Container (002-134)								
08/31/2020	Journal Entry	June-Aug 2020 Postage		Copies for June-Aug 2020	Client costs deferred	-Split-	3.10	3.10
09/25/2020	Check	2293	Case Anywhere	Invoice No. 199306	Client costs deferred	US Bank- Checking - 4270	84.00	87.10
10/31/2020	Journal Entry	OCT. 2020 Postage		Copies for Oct. 2020	Client costs deferred	-Split-	0.10	87.20
11/18/2020	Expense		Case Anywhere	Filing Fee - Invoice No. 203784	Client costs deferred	Chase Card 7349	69.60	156.80
11/30/2020	Journal Entry	Nov. 2020 Postage		Copies for Nov. 2020	Client costs deferred	-Split-	0.20	157.00
01/31/2021	Journal Entry	Jan. 2021 Postage		Copies for Jan. 2021	Client costs deferred	-Split-	0.40	157.40
02/09/2021	Expense		Case Anywhere	Invoice No. 211766	Client costs deferred	Chase Card 7349	120.00	277.40
05/11/2021	Expense		Case Anywhere	Invoice No. 220027	Client costs deferred	Chase Card 7349	120.00	397.40
05/31/2021	Journal Entry	May 2021 Postage		Copies for May 2021	Client costs deferred	-Split-	0.20	397.60
08/03/2021	Expense		Case Anywhere	Inv. 228474	Client costs deferred	Chase Card 7349	120.00	517.60
10/12/2021	Expense		One Legal LLC	One Legal Order Number: 17049849 - Filing Fee Re: Notice of Change of Address or Other Contact Information	Client costs deferred	Chase Card 7349	16.68	534.28
11/13/2021	Expense		Case Anywhere	Inv. 236996	Client costs deferred	Chase Card 7349	132.00	666.28
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	Client costs deferred	-Split-	0.20	666.48
02/08/2022	Expense		Case Anywhere	Inv. 245222	Client costs deferred	Chase Card 7349	120.00	786.48
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	Client costs deferred	-Split-	0.20	786.68
05/12/2022	Expense		Case Anywhere	Inv. 253597	Client costs deferred	US Bank CC - 9156	120.00	906.68
Total for Ramos v. Liberty Container (002-134)							\$906.68	
TOTAL							\$906.68	

EXHIBIT 2

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Ramos v. Liberty Container (002-134)							
03/16/2020	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	0:48	440.00	440.00
03/19/2020	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents	550.00	2:48	1,540.00	1,980.00
03/19/2020	No	Jean Claude Lapuyade	Legal Research - Meal, Rest, 2802, 226 and Off the Clock	550.00	3:06	1,705.00	3,685.00
03/31/2020	No	Jean Claude Lapuyade	Fact Investigation- Reviewed Additional Client Documents	550.00	1:06	605.00	4,290.00
04/01/2020	No	Tesla Stone	Send CFA; File Maintenance; Set up New Case File	150.00	2:30	375.00	4,665.00
04/06/2020	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements, Statutes and Case Law	550.00	2:12	1,210.00	5,875.00
04/07/2020	No	Tesla Stone	Draft PAGA Ltr; File and Submit; Mail; File Maintenance	150.00	1:30	225.00	6,100.00
04/07/2020	No	Jean Claude Lapuyade	Drafted, Edited and Revised LWDA Notice	550.00	4:00	2,200.00	8,300.00
04/08/2020	No	Jean Claude Lapuyade	Drafted, Edited and Finalized Complaint	550.00	3:00	1,650.00	9,950.00
04/09/2020	No	Tesla Stone	Draft Complaint; File and Serve; File Maintenance	150.00	1:30	225.00	10,175.00
05/15/2020	No	Tesla Stone	File Maintenance; Calendar	150.00	0:12	30.00	10,205.00
05/18/2020	No	Tesla Stone	File Maintenance; Calendar	150.00	0:12	30.00	10,235.00
05/22/2020	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	10,265.00
05/25/2020	No	Jean Claude Lapuyade	Pleadings- R&R Defendant's Answer	550.00	2:06	1,155.00	11,420.00
05/27/2020	No	Jean Claude Lapuyade	Legal Research - Demurrer and MTS Answer	550.00	3:00	1,650.00	13,070.00
06/19/2020	No	Tesla Stone	File Maintenance; Circulate	150.00	0:18	45.00	13,115.00
07/31/2020	No	Tesla Stone	File Maintenance; Circulate; File Maintenance	150.00	0:18	45.00	13,160.00
08/13/2020	No	Tesla Stone	Draft SC Statement; File and Serve; File Maintenance	150.00	1:30	225.00	13,385.00
08/21/2020	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	13,415.00
09/16/2020	No	Tesla Stone	Draft JPA; Send; Circulate	150.00	1:00	150.00	13,565.00
09/18/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	13,580.00
10/19/2020	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	13,610.00
11/10/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	13,625.00
01/12/2021	No	Tesla Stone	File Maintenance; Serve SC Statement; Review	150.00	0:30	75.00	13,700.00
02/05/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	13,715.00
05/06/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	13,730.00
06/10/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	13,760.00
07/07/2021	No	Jean Claude Lapuyade	Legal Research - Mediation Brief Issues (meal and rest)	550.00	2:54	1,595.00	15,355.00
07/09/2021	No	Jean Claude	Law and Motion - Reviewed and Revised	550.00	2:00	1,100.00	16,455.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade	Mediation Brief				
07/15/2021	No	Jean Claude Lapuyade	Settlement - Revised Draft Settlement Agreement	500.00	1:24	700.00	17,155.00
07/26/2021	No	Jean Claude Lapuyade	Mediation - Prepared for Mediation	550.00	1:24	770.00	17,925.00
07/28/2021	No	Jean Claude Lapuyade	Attended Mediation	550.00	7:30	4,125.00	22,050.00
07/29/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Mediation De Brief	550.00	1:00	550.00	22,600.00
08/03/2021	No	Jean Claude Lapuyade	Settlement - Reviewed Final Settlement Agreement	550.00	2:00	1,100.00	23,700.00
08/04/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	23,715.00
08/09/2021	No	Jean Claude Lapuyade	Case Management - Drafted and Revised Joint SC Statement	550.00	1:00	550.00	24,265.00
08/09/2021	No	Tesla Stone	Review MOU; Send; File Maintenance	150.00	0:30	75.00	24,340.00
08/11/2021	No	Tesla Stone	Review Sc Statement; Serve; File Maintenance	150.00	0:36	90.00	24,430.00
08/12/2021	No	Tesla Stone	File Maintenance	150.00	0:12	30.00	24,460.00
10/12/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	24,475.00
10/12/2021	No	Tesla Stone	Draft COA; File and Serve; File Maintenance	150.00	1:00	150.00	24,625.00
10/15/2021	No	Tesla Stone	Save PLA Docs; Sort; File Maintenance	150.00	1:00	150.00	24,775.00
11/11/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	24,790.00
12/01/2021	No	Tesla Stone	Review SAR; Send; File Maintenance	150.00	1:00	150.00	24,940.00
12/01/2021	No	Jean Claude Lapuyade	Law and Motion - Read, Review and Edited MPA	550.00	2:24	1,320.00	26,260.00
12/01/2021	No	Jean Claude Lapuyade	Law and Motion - Drafted JCL Dec. ISO MPA	550.00	1:42	935.00	27,195.00
12/03/2021	No	Tesla Stone	MPA	150.00	3:00	450.00	27,645.00
02/04/2022	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	27,660.00
03/11/2022	No	Tesla Stone	File Maintenance; Circulate; Calendar	150.00	0:18	45.00	27,705.00
03/14/2022	No	Jean Claude Lapuyade	Law and Motion - R&R COurt's Order Re MPA	550.00	0:30	275.00	27,980.00
03/22/2022	No	Jean Claude Lapuyade	Status update phone call with client.	550.00	0:30	275.00	28,255.00
04/21/2022	No	Jean Claude Lapuyade	Supp. Decs re PA	550.00	1:24	770.00	29,025.00
04/25/2022	No	Jean Claude Lapuyade	Law and Motion - Read Review and Revise MPA (Round 2)	550.00	1:36	880.00	29,905.00
04/26/2022	No	Jean Claude Lapuyade	Client DEC re Cy Pres	550.00	0:24	220.00	30,125.00
05/20/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Court's Order Re MPA	550.00	0:20	183.33	30,308.33
05/20/2022	No	Jean Claude Lapuyade	Attended CMC wiwth Judge Hogue	550.00	1:24	770.00	31,078.33
06/02/2022	No	Jean Claude Lapuyade	Settlement Admin - Emails to/from Admin Re Data Upload	550.00	1:00	550.00	31,628.33

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
06/07/2022	No	Jean Claude Lapuyade	Phone Call with client regarding Settlement Approval.	550.00	0:30	275.00	31,903.33
06/20/2022	No	Jean Claude Lapuyade	Emails to/from Admin Re Notice	550.00	0:30	275.00	32,178.33
07/01/2022	No	Jean Claude Lapuyade	Settlement - R&R Emails to/from Admin Re Class Notice and	550.00	1:00	550.00	32,728.33
09/06/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Dec.	550.00	0:18	165.00	32,893.33
Total for Ramos v. Liberty Container (002-134)					73:32	\$32,893.33	

EXHIBIT 3

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Owner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$40 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to Present
- American Bar Association, Section of Litigation, Member, 2007 to Present
- American Bar Association, Labor & Employment Section, Member, 2007 to Present
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to Present
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History
 -

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego. She now sits on the Advisory Council with the Community Law Project.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

Declaration of SHANI O. ZAKAY

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

ALBERTO RAMOS, individually and on behalf
of all others similarly situated and similarly
aggrieved employees,

Plaintiff,

v.

LIBERTY CONTAINER COMPANY, a
California Corporation (aka Key Container
Company); and DOES 1-50, Inclusive,

Defendants.

ROGER RODRIGUEZ, on behalf of himself and
on behalf of all persons similarly situated,

Case No.: 20STCV06560 (lead);
20STCV13959

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF SETTLEMENT
AND MOTION FOR AWARD OF
ATTORNEYS' FEES**

Complaint Filed: April 9, 2020

Hearing Date: October 7, 2022
Hearing Time: 11:00 a.m.

Dept.: 7
Judge: Amy D. Hogue

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the ZAKAY LAW GROUP, APLC (hereinafter "Class Counsel"). I am co-counsel for Plaintiffs and
5 putative class representatives, individually and on behalf of other members of the general public
6 similarly situated and on behalf of aggrieved employees pursuant to the Private Attorneys General Act
7 ("PAGA") (collectively, "Plaintiffs").

8 2. I am submitting this declaration in support of Plaintiff's Motion for Final Approval of
9 Settlement and Motion for Award of Attorneys' Fees.

10 **I. EXPERIENCE**

11 3. Over the course of the litigation during the last 28 months a number of attorneys have
12 worked on this matter. Their credentials are reflected in the Zakay Law Group, APC firm resume, a true
13 and correct copy of which is attached hereto as Exhibit #1. Some of the major cases my firm has
14 undertaken are also set forth in Exhibit #1. The attorneys involved in this matter have had class litigation
15 experience, much of it in employment class actions, unfair business practices and other complex
16 litigation. I have experience in cases involving labor code violations and meal and rest break claims.
17 Counsel have litigated similar labor law cases against other employers on behalf of employees. Counsel
18 have been approved as experienced Counsel throughout California. It is this level of experience which
19 enabled the firms to undertake the instant matter and to successfully combat the resources of the
20 defendant and their capable and experienced counsel. Because of the concerted and dedicated effort
21 this case required to properly handle and prosecute, Counsel were precluded from taking other cases,
22 and in fact, had to turn away other potential fee generating cases.

23 **II. LODestar AND REQUESTED COUNSEL FEES PAYMENT**

24 4. As of September 13, 2022, Zakay Law Group, APC incurred lodestar totaling \$28,962.50
25 in this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable
26 and were reasonably necessary to the conduct of the case. From May 2020 through September 2022,
27 my firm has worked more than 56.90 hours prosecuting these claims with the attorneys' hourly fee rates

1 for attorneys at \$350-\$550, resulting in the current lodestar. A detailed breakdown of the total fees and
2 the services performed by the firm on this case is attached hereto as Exhibit #2.

3 5. Additionally, Counsel will be performing additional work, including finalizing the orders
4 and judgment and monitoring completion of the settlement distribution. I expect this additional work
5 will result in at least \$10,000 to \$15,000 in additional loadstar, bringing the multiplier even lower.

6 6. The rates charged by my firm are in line with the prevailing rates of attorneys in the local
7 legal community for similar work and, if this were a commercial matter, these are the charges that would
8 be made and presented to the client. These hourly rates have been approved by Court's throughout
9 California, including the Courts in the Superior Court of California. Finally, the reasonableness of
10 Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable
11 counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey.
12 See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal.
13 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
14 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in
15 the Southern District of California). This survey is useful to show that Counsel's rates are in line with
16 the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer
17 Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many
18 cases prosecuted by Counsel charges rates as high as \$875 for partners and \$535 for associates.
19 Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and
20 \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Counsel for comparable
21 work are less than these examples and are therefore undoubtedly reasonable.

22 **III. COSTS**

23 7. As part of the Settlement Agreement, the parties agreed that Counsel may seek
24 reimbursement of expenses incurred as documented in Counsel's billing records as part of the Counsel
25 Award. Attached hereto as Exhibit #3 is a true and correct copy of the Zakay Law Group, Cost Summary
26 detailing the actually incurred litigation expenses by the Zakay Law Group APLC, for this matter as of
27

1 September 13, 2022. As shown in detail in the attached Cost Summary, the Zakay Law Group incurred
2 a total of \$2,885.63 in litigation costs prosecuting this action– with additional costs anticipated.

3 8. These litigation expenses include the expenses incurred for mediation fees, expert costs
4 and fling fees, all of which are costs normally billed to and paid by the client. The costs were reasonably
5 incurred by Counsel in the prosecution of this matter and are set forth in detail in the contemporaneous
6 billing records attached hereto.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is
8 true and correct. Executed this 13th day of September 2022, at San Diego, California.

9
10 By: 
11 Shani O. Zakay
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EXHIBIT 1

Zakay Law Group, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 892-7095
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court for the Southern & Central Districts of California
American Bar Association
California Western School of Law Alumni Board

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magma cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. **Attorney Julieann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA
Trial Attorney, January 2021 – December 2021

- **EDUCATION**

UNIVERSITY OF SAN DIEGO SCHOOL OF LAW, San Diego, CA

Juris Doctor, *cum laude*, May 2020

Honors: Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)
CALI Excellence for the Future Award: Legal Writing and Research I

Activities: President of External Affairs, Consumer Attorneys of USD
Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

Honors: Presidential Scholarship Recipient
Dean's List: Spring 2015-Spring 2017

5. Lead Counsel – Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation

Status	Settled
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17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL

Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL

Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	In Litigation

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification

Status	In Litigation
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36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

41. Faith Smith v. Island Pizza

Court	Contra Costa
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Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214

Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514

Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate

Status	In Litigation
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63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
Case No.	34-2020-00287054
Nature	Regular Rate
Status	Settled

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks

Status	In Litigation
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70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	CGC-20-588382
Nature	Meal and Rest Break + Regular Rate
Status	Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

88. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

89. Carlos Cortez v. M & M Automotive Group, LLC.

Court	Alameda
Case No.	HG21086853
Nature	Violation of PAGA
Status	In Litigation

90. Christian Soltero v. Summit Pizza West, LLC

Court	San Diego
Case No.	37-2021-00001288-CU-OE-CTL
Nature	Meal/Rest Breaks, 2698
Status	Settled

91. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	In Litigation

93. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

94. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

95. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	In Litigation

96. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

97. Gabriel Guzman Jr. v. Vulcan Materials Company

Court	San Diego
Case No.	30-2021-00052064-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

98. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

99. Michael Harrington v. Genesis Private Security, Inc.

Court	Alameda
Case No.	RG21105476
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

100. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

101. Joe Moreno v. Rambo, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

102. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

103. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

104. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

105. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

106. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

107. Chanda Young v. Breakfast Republic

Court	Los Angeles
Case No.	21SMCV01447
Nature	2699, 201, 202, 203
Status	In Litigation

108. Jesus Marin v. Chipotle Services, LLC.

Court	San Diego
Case No.	37-2021-00051618
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

109. Daniel Rosas v. WSD Engineering, Inc.

Court	Alameda
Case No.	RG21086699
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

110. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

EXHIBIT 2

Activities Export

09/13/2022
3:55 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/07/2020	\$	Photocopies - PAGA Letters ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$10.25	-	\$10.25
04/07/2020	\$	PAGA Filing Fee ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$75.00	-	\$75.00
04/07/2020	\$	Postage - PAGA Letters ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$8.50	-	\$8.50
04/16/2020	\$	Filing Fee - Complaint ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$1,660.85	-	\$1,660.85
04/24/2020	\$	Knox Service of Process - Complaint ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$118.75	-	\$118.75
05/25/2020	\$	Photocopies - ISC Order to defendant ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$0.50	-	\$0.50
05/25/2020	\$	Postage - ISC Order to defendant ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$1.00	-	\$1.00
05/25/2020	\$	Scanning Charges - ISC Order ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$1.75	-	\$1.75
07/03/2020	\$	Scanning Charges - Answer ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$4.75	-	\$4.75
							\$0.00 0.00h	\$2,885.63 0.00h

Activities Export

09/13/2022

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Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/01/2020	\$	CaseAnywhere - System Access Fee ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$84.00	-	\$84.00
11/20/2020	\$	CaseAnywhere Charge ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$57.60	-	\$57.60
02/11/2021	\$	System Access Fee - CaseAnywhere ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$120.00	-	\$120.00
05/14/2021	\$	CaseAnywhere Fee ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$120.00	-	\$120.00
08/12/2021	\$	CaseAnywhere System Access Fee ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$120.00	-	\$120.00
10/14/2021	\$	OneLegal - COA ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$16.68	-	\$16.68
11/29/2021	\$	Case Anywhere Invoice ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$126.00	-	\$126.00
02/07/2022	\$	Case Anywhere Invoice Fee ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Natalia Michele	1.00	\$120.00	-	\$120.00
05/13/2022	\$	Case Anywhere Invoice Fee ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Natalia Michele	1.00	\$120.00	-	\$120.00
							\$0.00 0.00h	\$2,885.63 0.00h

Activities Export

09/13/2022
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/10/2022	\$	Case Anywhere System Access Fee	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00	\$120.00	-	\$120.00
	● Unbilled							
							\$0.00 0.00h	\$2,885.63 0.00h

EXHIBIT 3

Activities Export

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/04/2020	 Unbilled	Review client's file	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	4.50h	\$500.00	-	\$2,250.00
04/05/2020	 Unbilled	Draft Complaint and PAGA letter	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	4.50h	\$500.00	-	\$2,250.00
04/06/2020	 Unbilled	Finalize complaint and PAGA letters.	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00h	\$500.00	-	\$500.00
04/07/2020	 Unbilled	Process filing of PAGA claim online. Process payment to LWDA. Process service on Defendant.	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00h	\$500.00	-	\$500.00
04/07/2020	 Unbilled	Draft summons, civil cover sheet, and civil cover sheet addendum. Coordinate filing.	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00h	\$500.00	-	\$500.00
04/14/2020	 Unbilled	Review the filed complaint and related documents and email Knox regarding service. Emails with co-counsel regarding judge assignment.	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.60h	\$550.00	-	\$330.00
04/15/2020	 Unbilled	Set up the complaint for service.	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.40h	\$550.00	-	\$220.00
04/16/2020	 Unbilled	Review invoice from Knox and update expenses in CLIO.	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.10h	\$550.00	-	\$55.00

Activities Export

09/13/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/23/2020		Review service report from Knox. ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
04/24/2020		Review proof of service. Review invoice and declaration of mailing. Calendar deadline to answer. Upload to CLIO. Update expenses in CLIO and upload invoice. ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.50h	\$550.00	-	\$275.00
05/15/2020		Review invoice from Knox. Update expenses. Process payment. Upload to CLIO. ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.40h	\$550.00	-	\$220.00
05/22/2020		Review notice of ISC. Review Court Order accordingly. Calendar ISC, deadline to mail notice to defense, deadline to meet and confer and deadline to submit report. Scan and upload to CLIO. Emails with staff regarding the same and regarding service of the same. Email conformed documents to staff. ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00h	\$550.00	-	\$550.00
05/25/2020		Scan ISC Order and upload to CLIO. Serve ISC Order on defendant. Draft POS. ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.50h	\$550.00	-	\$275.00
05/26/2020		Review Defendant's Answer and upload to CLIO. ● Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00h	\$550.00	-	\$550.00
					56.90h		\$0.00 0.00h	\$28,962.50 56.90h

Activities Export

09/13/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/11/2020		Emails with staff regarding re-calendering date for filing FAC.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
06/30/2020		Review ISC order. Insure all dates are calendared. Upload to CLIO. Email to staff with instructions on service.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.40h	\$550.00	-	\$220.00
07/20/2020		Review service initiation memo from CaseAnywhere and upload to CLIO.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
08/02/2020		Draft joint ISC statement.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	1.00h	\$550.00	-	\$550.00
08/03/2020		Telephone conversation with OPC in preparation for meeting and conferring regarding the ISC.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.30h	\$550.00	-	\$165.00
08/05/2020		Prepare for and attend conference call with OPC to meet and confer on the CMC.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.40h	\$550.00	-	\$220.00
08/05/2020		Review complaint in the related matter and emails with OPC and co-counsel regarding the same and regarding possible mediation.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.40h	\$550.00	-	\$220.00
					56.90h		\$0.00 0.00h	\$28,962.50 56.90h

Activities Export

09/13/2022

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Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/10/2020		Call client to provide status update - left a VM.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.10h	\$550.00	-	\$55.00
08/12/2020		Emails with counsel in related matter to set up call. Emails with OPC regarding mediation and ISC report.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
08/12/2020		Review OPC's additions to the ISC report. Finalize and execute. Email to staff to obtain co-counsel's signature. Emails with OPC regarding mediation. More emails with counsel in related matter to schedule call.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.70h	\$550.00	-	\$385.00
08/13/2020		Telephone call with counsel in the related matter and discuss strategy moving forward with co-counsel.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.40h	\$550.00	-	\$220.00
08/13/2020		Finalize joint report and send to OPC for signature.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.10h	\$550.00	-	\$55.00
08/20/2020		Emails with counsel in related case and with referral attorney regarding possible JPA.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.30h	\$550.00	-	\$165.00
08/21/2020		Work on the JPA.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty	Shani Zakay	0.60h	\$550.00	-	\$330.00
					56.90h		\$0.00 0.00h	\$28,962.50 56.90h

Activities Export

09/13/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Container Company								
09/17/2020		Review revised JPA and execute. Emails with staff with instructions accordingly.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.30h	\$550.00	-	\$165.00
09/18/2020		Review and revise the consolidated complaint. Add more allegations and emails with co-counsel regarding the same.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	2.00h	\$550.00	-	\$1,100.00
10/01/2020		Review invoice from CaseAnywhere and process payment.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.10h	\$550.00	-	\$55.00
10/19/2020		Review Defendant's answer to the consolidated complaint.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.50h	\$550.00	-	\$275.00
11/20/2020		Review invoice and process payment.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.10h	\$550.00	-	\$55.00
01/13/2021		Review status report and discuss with co-counsel.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
01/13/2021		Review minute order and update calendar accordingly. Upload order to CLIO.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
					56.90h		\$0.00 0.00h	\$28,962.50 56.90h

Activities Export

09/13/2022

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Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/03/2021		Emails with co-counsel regarding mediation.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.10h	\$550.00	-	\$55.00
03/22/2021		Emails with counsel in related matter regarding mediation date and confirmation.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
06/10/2021		Review minute order regarding post mediation status conference and upload to CLIO.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.10h	\$550.00	-	\$55.00
07/13/2021		Emails with co-counsel regarding claims and mediation.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.30h	\$550.00	-	\$165.00
07/26/2021		Work on mediation brief.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	3.00h	\$550.00	-	\$1,650.00
07/27/2021		Emails with co-counsel and conversation with co-counsel in preparation for the mediation tomorrow.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.30h	\$550.00	-	\$165.00
07/28/2021		Call with Attorney Zakay to discuss mediation  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Jackland Hom	0.20h	\$350.00	-	\$70.00
07/28/2021		Review co-counsel's mediation brief in preparation for mediation  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Jackland Hom	0.50h	\$350.00	-	\$175.00
					56.90h		\$0.00 0.00h	\$28,962.50 56.90h

Activities Export

09/13/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/28/2021		Prepare for mediation. Attend mediation. Post-mediation meeting with co-counsel and call with client.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	9.00h	\$550.00	-	\$4,950.00
07/28/2021		Attend mediation.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Jackland Hom	7.00h	\$350.00	-	\$2,450.00
08/03/2021		Review revisions to the MOU from OPC and emails with co-counsel regarding the same.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.50h	\$550.00	-	\$275.00
08/04/2021		Emails regarding MOU. Review client signature and sign.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
08/08/2021		Review and approve joint status report.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
08/12/2021		Review minute order and calendar new MPA dates.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
08/18/2021		Review and revise the settlement agreement.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	2.00h	\$550.00	-	\$1,100.00
08/19/2021		Review admin bid from Simpluris and emails with rep regarding Spanish translation.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
					56.90h		\$0.00 0.00h	\$28,962.50 56.90h

Activities Export

09/13/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/13/2021		Call with client to provide an update.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.10h	\$550.00	-	\$55.00
09/16/2021		Review OPC's revisions to the settlement agreement and emails with co-counsel regarding the same.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.60h	\$550.00	-	\$330.00
09/17/2021		Review class settlement notice and emails with co-counsel regarding the same.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.50h	\$550.00	-	\$275.00
10/13/2021		Review minute order and instruct staff on calendaring new dates.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.20h	\$550.00	-	\$110.00
10/14/2021		DRAFTING, FINALIZING, AND FILING COA.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.50h	\$165.00	-	\$82.50
10/17/2021		Review and revise client declaration  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	0.30h	\$550.00	-	\$165.00
12/02/2021		Work on declaration for MPA. Review and revisions to the MPA documents.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	3.30h	\$550.00	-	\$1,815.00
08/31/2022		Work on MFA documents and emails regarding the same.  Unbilled	27001-Rodriguez Roger Rodriguez v. Liberty Container Company	Shani Zakay	2.00h	\$550.00	-	\$1,100.00
					56.90h		\$0.00 0.00h	\$28,962.50 56.90h

Declaration of ALBERTO RAMOS

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1 in Calabasas for a meeting which took around 4 and a half hours between the meeting and my
2 commute both ways. I have also spent at least 3 to 4 hours looking for documents. I have also
3 spent time reviewing the settlement agreement as well as this declaration.

4 7. In total, I estimate that I have spent approximately 12-13 hours to date
5 participating in this case.

6 8. I understand that the parties have agreed to a \$10,000 service award to me for
7 coming forward and participating in this case and for providing a release of claims to Liberty
8 Container which includes more claims than what the other class members are releasing. I also
9 understand that any amounts payable to me must be approved by the Court.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct.

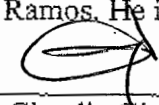
12 Executed this 8 day of October 2021, at _____, California.

13
14 
15 Alberto Ramos

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17 **Translation Authentication**

18 I, Claudia Ginsburg, am an employee of the Mooradian Law, APC, at 24007 Ventura Blvd.,
19 Suite 210, Calabasas, California 91302.

20 On October 8, 2021, I translated this Declaration from English to Spanish during a conference
21 with Alberto Ramos. He indicated to me that he understood and signed the Declaration.

22 By: 
23 Claudia Ginsburg

**Declaration of
ROGER RODRIGUEZ**

DECLARATION OF ROGER RODRIGUEZ

I, ROGER RODRIGUEZ, hereby declare as follows:

1. I am a named Plaintiff in the wage and hour class action lawsuit entitled *Roger Rodriguez v. Liberty Container Corp.*, bearing case number 20STCV13959, and consolidated with the wage and hour class action lawsuit entitled *Alberto Ramos v. Liberty Container Corp.*, bearing case number 20STCV06560 of the Los Angeles County Superior Court. This declaration is based on my own personal knowledge. If called as a witness I could and would competently testify to the facts stated herein.

2. I was employed by Defendant Liberty Container in California from 2012 until my termination on or about May 2019. I worked as a non-exempt union production employee.

3. I understand that this case is a class action, which is a lawsuit not just for me but for other non-exempt union production employees of Liberty Container in California. I understand that it is my job to support them and I accept that as their representative I have significant responsibilities to them as well as to the court. I understand that it is my responsibility to look out for the best interests of the other non-exempt union production employees. I also understand that I need to respond truthfully and completely to any information requested by my attorneys and to make myself available at any meetings, proceedings, or other court hearings where my presence is required.

4. I am not aware of any claim that I am making in this case that would only apply to me and not to other employees. Nor do I believe that I have any interest in the outcome of this case that would be in conflict with or is any different from the interest from the rest of the class.

5. I've relied upon and continue to rely upon the advice and guidance of my attorneys at the JCL Law Firm, APC and Zakay Law Group, APLC.

6. I have been involved with this case since May of 2020. In the year and a half I have been involved in this case, I have put a significant amount time and effort assisting my attorneys and participating in this case. I have participated in numerous telephonic conferences speaking to my attorneys and their staff. I have also spent at least 3 to 4 hours looking for documents. I have also spent time reviewing various documents in the action, including the settlement agreement as well as this declaration.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing
6 is true and correct.

7 Executed 10/17/2021, at Bakersfield, California.

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DocuSigned by:

FD22B8A3831C49D...

ROGER RODRIGUEZ