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Attorneys for Plaintiff Nonesto Mabini,  
individually, and on behalf of all other similarly  
situated current and former employees of Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

**GEICO WAGE AND HOUR CASES**

Included actions:

Michael Herzog v. Government Employees  
Insurance Company [San Diego Superior  
Court Case No.: 37-2020-00045064]

Conrad Reloj v. Government Employees  
Insurance Company [Alameda County  
Superior Court Case No.: 21CV003563]

Nonesto Mabini v. Government Employees  
Insurance Company [San Diego County  
Superior Court Case No.: 37-2022-  
00011726]

Luis Yorba v. Government Employees  
Insurance Company [San Diego County  
Superior Court Case No.: 37-2024-  
00008220].

**JUDICIAL COUNCIL COORDINATION  
PROCEEDING NO. 5221**

*[Assigned for all purposes to The Honorable  
Katherine Bacal, Dept. 69]*

**DECLARATION OF DOUGLAS W.  
PERLMAN IN SUPPORT OF APPROVAL  
OF PAGA SETTLEMENT**

**Date: February 7, 2025**  
**Time: 1:30 p.m.**  
**Dept.: C-69**

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The complete settlement agreement is set forth in the Private Attorneys General Act Settlement Agreement and Release filed concurrently herewith.

1           5.       Plaintiffs' counsel have concluded, taking into account the sharply contested issues  
2 involved, the expense and time necessary to pursue the litigation through trial and any appeals, the  
3 risks and costs of further prosecution of the litigation, the risk of an adverse outcome, the  
4 uncertainties of complex litigation, and the benefits to be received by the Plaintiffs and the  
5 Aggrieved Employees pursuant to the Agreement, that a settlement with Defendant on the terms and  
6 conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Aggrieved  
7 Employees and the State of California.

8           6.       Liability remains highly contested by Defendant, which denies engaging in any  
9 violations of the law in connection with wage and hour practices, and further denies any liability or  
10 that it engaged in wrongdoing of any kind associated with the claims alleged by Plaintiffs in this  
11 action. Defendant contends that it complied with all California wage and hour laws at all times in  
12 connection with the employment of Plaintiffs and the Aggrieved Employees. Plaintiffs' counsel  
13 understood and appreciated the defenses and position of Defendant. The settlement negotiations  
14 were at all times conducted professionally and at arm's length and have produced a result that the  
15 Parties believe to be in their respective best interests.

16           7.       The Parties also took into account the uncertainty and risk of the outcome of further  
17 litigation, and the difficulties and delays inherent in such litigation. Plaintiffs are also aware of the  
18 burdens of proof necessary to establish liability for the civil penalty claims asserted in the action, the  
19 defenses thereto, and the potential challenges proving the allegations at trial. Proceeding with this  
20 litigation poses various risks, including the risk of establishing entitlement to civil penalties,  
21 overcoming Defendants' defenses and the always present possibility of appeals following a  
22 successful outcome at trial.

23           8.       In my opinion, the Settlement is fair, adequate, and reasonable and results from  
24 informed and extensive arm's-length negotiations. The Court therefore should grant approval of this  
25 PAGA Settlement. Plaintiff Mabini's Counsel recommends this Settlement to the Court.

1           9.       Plaintiffs are seeking: (1) PAGA representative enhancement payments of seven  
2 thousand, five hundred dollars (\$7,500.00) each; (2) the fees award for Plaintiffs' Counsel in the  
3 amount of \$1,750,000.00 (or 1/3 of the Gross Settlement Amount) and; (3) reimbursement of  
4 litigation expenses. In my opinion, these amounts are reasonable as set forth below.

5           10.      The information provided by the PAGA Representatives was instrumental in  
6 litigating the wage and hour violations alleged in this action, and the recovery provided for in the  
7 Settlement Agreement would have been impossible to obtain without their willingness to act as  
8 PAGA representatives. This action would not have been possible without the aid of the PAGA  
9 Representatives, who put their own time and effort into this litigation, and placed themselves at  
10 personal and financial risk for the sake of the Aggrieved Employees. I am informed and believe that  
11 the PAGA Representatives sat for interviews with Class Counsel, provided documents and  
12 information, monitored and participated in the litigation at all times, including providing information  
13 to aid Counsel to prepare for depositions and mediation, monitoring mediation, settlement  
14 negotiations, waiting years for their own recovery, while protecting and advancing the interests of  
15 the Aggrieved Employees at all times.

16          11.      In my opinion, the enhancement is also necessary to provide motivation for  
17 individuals such as Plaintiffs to bring an action on behalf of the other employees, incurring the  
18 additional time and expense involved. If the Plaintiffs' own individual wage and hour claims will  
19 not be paid in full, which is usually the case, asking individuals such as Plaintiffs to give up part of  
20 their own claims, and to wait years before receiving compensation, would make bringing a PAGA  
21 action an extremely difficult proposition, from a practical perspective. Representative actions entail  
22 not only the expenditure of time and money, but also risks, including risks to current or future  
23 employment, and the risk of a potentially devastating cost judgment if the action is ultimately  
24 unsuccessful.

25          12.      In my experience, courts routinely grant approval of representative action settlement  
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1 agreements containing enhancements for the Representatives, which are necessary to provide  
2 incentive to represent the other employees, and are appropriate given the benefit the representative  
3 helps to bring about for the employees. Enhancements are especially appropriate where the  
4 plaintiffs are present or past employees whose present positions or employment credentials or  
5 recommendation may be at risk by reason of having prosecuted the suit, who therefore lend their  
6 names and efforts to the prosecution of litigation at some personal peril. *Roberts v. Texaco*, 979  
7 F.Supp. 185 (S.D.N.Y. 1997).

8 13. Rastegar Law Group requests litigation expenses in the amount of \$15,296.55. Costs  
9 include filing fees, mediation fees, messenger fees, copy and postage costs, and legal research fees.  
10 (See Rastegar Law Group's Cost Sheet, **Exhibit 1**). In view of the efforts and risks involved in  
11 pursuing this case, these amounts are well within the range of reasonableness and thus warrant  
12 approval.

13 14. Plaintiffs' Counsel's efforts in this litigation were substantial, and included: The  
14 original intake and interview of the Plaintiff Mabini, review of documents, legal research, drafting  
15 the complaint, reviewing discovery, meeting and conferring with co-counsel, review of time and  
16 payroll data, preparing for and attending multiple sessions of mediation, multiple court appearances,  
17 and helping to negotiate the settlement agreement that was eventually reached.

18 15. Additionally, Rastegar Law Group's portion of the fee provided in the settlement  
19 agreement is exceeded by our firm's total lodestar of \$98,150.00. Rastegar Law Group's records  
20 indicate that our lodestar is as follows:

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| Attorney              | Bar Year | Hours | Hourly Rate | Total Fees         |
|-----------------------|----------|-------|-------------|--------------------|
| Farzad Rastegar       | 1991     | 36.25 | \$1,050     | \$38,062.50        |
| Douglas Perlman       | 1993     | 63.25 | \$950       | \$60,087.50        |
| <b>Total Lodestar</b> |          |       |             | <b>\$98,150.00</b> |

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2           16.     I received my B.A. in Philosophy from the University of California at Irvine in 1990.  
3 I received my J.D. from the University of California at Davis in 1993. I became an active member  
4 of the State Bar of California in December,1993, have been an active member in good standing since  
5 then, and am also admitted to practice before all U.S. District Courts in the State of California. I  
6 have been continuously active in employment litigation on the plaintiffs' side since January, 1994,  
7 and in employment class action litigation since approximately 2004. I have been practicing with  
8 Rastegar Law Group, APC, since 2010, and with its predecessor law firm, Rastegar & Matern, since  
9 January, 1996.

10           17.     On information and belief, Farzad Rastegar received his B. A. in Economics in 1986  
11 from UCLA. He received his J.D. from Southwestern University School of Law in 1991. He became  
12 an Active Member of the State Bar of California in December 1991, and has been an Active Member  
13 in good standing continuously since then. He is a lifetime sustaining member of the Consumer  
14 Attorneys Association of Los Angeles (CAALA), a current member of the National Employment  
15 Lawyers Association (NELA), the California Employment Lawyers Association (CELA), and the  
16 National Trial Lawyers' Wage and Hour Trial Lawyers Association. He has also been named as one  
17 of the Super Lawyers of Southern California.

18           18.     Mr. Rastegar founded Rastegar Law Group, A Professional Corporation ("Rastegar  
19 Law Group") in 2010. Prior to starting Rastegar Law Group, Mr. Rastegar was a founding partner of  
20 Rastegar & Matern, Attorneys at Law, A Professional Corporation ("Rastegar & Matern") which  
21 was founded in 1999. In 1992, he founded the general partnership which was the predecessor of  
22 Rastegar & Matern, Attorneys at Law, A Professional Corporation, where he acted as the managing  
23 partner of the firm since its inception.

24           19.     Rastegar Law Group, and Rastegar & Matern previously, have both had a heavy  
25 emphasis on employment and related litigation. The attorneys at Rastegar Law Group have been  
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1 heavily, successfully, and continuously involved in active litigation and trial work, including without  
2 limitation, wage and hour class action litigation, employees' rights, civil rights, discrimination, and  
3 sexual harassment claims, and other forms of employment litigation.

4         20. Including myself, Rastegar Law Group includes six attorneys, all of whom are  
5 actively and continuously practicing in employment litigation, representing almost entirely employee  
6 plaintiffs, in both individual and class actions, in this Superior Court, and other Superior Courts  
7 throughout the State, in the Court of Appeal, and in various Federal courts. The attorneys at Rastegar  
8 Law Group have litigated hundreds of cases against the largest firms in the country, including but  
9 not limited to Gibson Dunn & Crutcher, O'Melveny & Myers, Morrison & Foerster, Littler  
10 Mendelson, Jackson Lewis LLP, Kecker & Van Nest, DLA Piper and Skadden Arps. Because of the  
11 unique history and nature of our practice, all of the attorneys at Rastegar Law Group have a high  
12 level of knowledge and experience in areas of wage and hour class actions, and labor and  
13 employment law. Currently, more than half of Rastegar Law Group's active caseload includes wage  
14 and hour class action cases. In addition to the foregoing, Rastegar Law Group currently includes  
15 attorneys with the following qualifications:

- 16             a. Thomas S. Campbell, Southwestern University School of Law, over 25 years of  
17                 litigation experience;
- 18             b. William Becker, University of California, Berkely School of Law, over 31 years of  
19                 litigation experience; and,
- 20             c. Jason Rastegar, Loyola Law School, first year litigation associate.
- 21             d. Hanah Braidman, University of California, Berkely School of Law, first year  
22                 litigation associate.

23         21. Rastegar Law Group is qualified to handle this litigation because we are experienced  
24 in litigating Labor Code violations in both individual and class actions. I and the other attorneys at  
25 my office have served as class counsel in numerous wage and hour class actions, and have  
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1 successfully negotiated numerous settlements, including eight-figure cases, amounting to well over  
2 \$150 million in settlements.

3 22. Rastegar Law Group has published appellate victories, which have significantly  
4 advanced the rights of employees, including *Yocupicio v. PAE Group, LLC, et al.* (9th Cir. 2015)  
5 795 F.3d 1057 (holding that non-class claims, such as claims under the California Private Attorney  
6 General Act, cannot be sued to calculate CAFA's amount in controversy); *Rodriguez v. EME, Inc.*  
7 (2016) 246 Cal.App.4th 1027 (defining the permissibility of combining rest periods) – as well as  
8 other non-published appellate victories.

9 23. Our predecessor firm, Rastegar & Matern, had a number of published appellate  
10 victories including several published opinions - *Franco v. Athens Disposal Company, Inc.* (March  
11 10, 2009) 171 Cal.App.4th 1277; *Gutierrez v. California Commerce Club* (August 2, 2010) 187  
12 Cal.App.4th 969; *Pantoja v. Anton* (August 9, 2011) 198 Cal.App.4th 87; *Fuentes v. Autozone, Inc.*  
13 (November 16, 2011) 200 Cal.App.4th 1221; *Ventura v. ABM Industries, Inc.* (2012) 212  
14 Cal.App.4th 258; *Franco v. Arakelian Enterprises, Inc.* (2012) 211 Cal.App.4th 314 – and other  
15 non-published appellate victories. Moreover, Rastegar & Matern was successful in procuring class  
16 certification of a number of wage and hour class action lawsuits, i.e., *Gutierrez v. Dynaflex*  
17 *Products*, Case No. BC 368749; *Garmendia v. Fortune Fashions Industries, LLC*, Case No. BC  
18 389960; *Mendoza v. National Gypsum Services Company*, Case No. BC366877; two cases in the  
19 Superior Court for the County of San Bernardino, including *Oliva v. Coronado Stone*, Case No.  
20 CIVSS806131 and *Suchilt v. Syed Irfan Ahmad*, Case No. CIVDS1010505; one in the Superior  
21 Court for the County of Los Angeles, *Gutierrez v. California Commerce Club*, Case No.  
22 BC360704; one in the Superior Court for the County of Riverside, *Sanchez v. Jose's Mexican Food,*  
23 *Inc.*, Case No. RIC1213710; and one in the District Court for the Southern District of California,  
24 *Hines v. KFC U.S. Properties, Inc.*, Case No. 3:09-cv-02422.

25 24. In addition to numerous individual employment cases, I have handled a number of  
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1 PAGA actions, and a number of wage and hour class actions in which I have been approved as class  
2 counsel, including the following:

3 *Garcia, et al. vs. Vallarta Supermarkets*, LASC Case No. BC 364990;

4 *Piceno, et al. vs. Tacos Mexico*, LASC Case No. BC 322566;

5 *Bowen, et al. vs. Central Freight Lines*, Riverside County Superior Court Case No. RIC  
6 428089;

7 *Onofre vs. Children's Hospital of Orange County*, Orange County Superior Court Case No.  
8 30-2008-00180057;

9 *Beaver vs. Living Spaces*, transferred to San Bernardino County Superior Court and  
10 consolidated, LASC Case No. BC 369733, SBCSC Case No. CIVRS 700036;

11 *Parking Concepts Coordinated Class Actions*, LASC Case No. JCCP: 4531;

12 *Castillo Guardado, et al. vs. The Cheesecake Factory*, LASC Case No. BC 360426;

13 *Echeverria et al. vs. Adir International, Inc.*, LASC Case No. 395380;

14 *Gonzalez et al. vs. Color Spot*, LASC Case No. BC 370189;

15 *Espinoza-Alcala vs. Continental Exchange Solutions, Inc.*, Orange County Superior Court  
16 Case No. 30-2012-00554478-CU-OE-CXC.

17 *Rivera (Cardoza) vs. Bodega Latina Corporation*, LASC Case No. BC 418611 (c/w BC  
18 425240);

19 *Hurtado vs. Bartell Hotels, et al.*, San Diego County Superior Court Case No. 37-2014-  
20 00013728-CU-OE-CTL;

21 *Rodriguez et al. vs. Equinox, et al.*, LASC Case No. BC 437283;

22 *Quiroz et al. vs. SWH Corporation, dba Mimi's Café*, Orange County Superior Court Case  
23 No. 30-2011-00493645-CU-OE-CXC;

24 *Gonzalez vs. Millennium Biomedical, Inc.*, LASC Case No. BC544105;

25 *Garcia vs. Bryant Rubber Corp.*, LASC Case No. BC578649;

1           *Fernandez vs. Morgan Truck Body*, Riverside County Superior Court Case No. RIC  
2 1308626;  
3           *Valencia vs. Apex Personnel Solutions, and Repet, Inc.*, San Bernardino County Superior  
4 Court Case No. CIVRS1307368;  
5           *Villar v. ConAgra Foods, Inc.*, U.S. District Court, Central District of California (Lead) Case  
6 No. 2:16-cv-0631-FMO-AJW;  
7           *Hector Wright v. Dallo & Co.*, San Diego Superior Court Case No. 37-2014-00027525-CU-  
8 OE-CTL;  
9           *Giselle Pineda v. Fred Loya Insurance Agency, Inc.*, (class arbitration) JAMS REF. No.  
10 1220050736;  
11           *Salvador Ochoa v. CKE Holdings, Inc.*, Los Angeles County Superior Court Case No.  
12 BC623041;  
13           *Inocencio Ventura v. Versum Materials, Inc.*, Los Angeles County Superior Court Case No.  
14 Case No.: 19STCV10916;  
15           *Brenda Arguelles v. Hospitality Staffing Solutions, LLC*, San Diego County Superior Court  
16 Case No. 37-2017-00029158-CU-OE-CTL;  
17           *Dalila Valencia v. Vista Hill Foundation*, San Diego County Superior Court Case No. 37-  
18 2021-00012102-CU-OE-CTL;  
19           *Anthony Robles, et al. v. Pepsico Beverage Sales Co.*, San Bernardino County Superior Court  
20 Case No. CIVSB2204715;  
21           *Ivan Gaspar, et al. vs. The World Protection Group, Inc.*, Los Angeles County Superior  
22 Court Case No. 20STCV15153;  
23           *Luis Joel Pineda vs. Lithographix, Inc.*, Los Angeles County Superior Court Case No.  
24 BC612372.  
25           *Raul Maldonado vs. FS Hotels (LA), Inc.*, Los Angeles County Superior Court Case No.  
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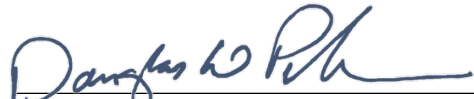
1 20STCV13849.

2 25. In my opinion, the Settlement Agreement is fair and reasonable. The gross settlement  
3 amount, \$5,250,000.00, provides a recovery of approximately \$188.52 per PAGA Group Member.  
4 For the reasons set forth above and in the Settlement Agreement, Plaintiff respectfully requests that  
5 the Motion for Approval of PAGA Action Settlement be granted.

6 26. A true and correct copy of Rastegar Law Group's cost sheet for this matter is attached  
7 hereto as Exhibit 1.

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

10 Executed on January 13, 2025, at Torrance, California.

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12 Douglas W. Perlman  
13 Attorney for Plaintiff Nonesto Mabini  
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Cash Basis

## RASTEGAR LAW GROUP, APC

## Case Cost Sheet

## All Transactions

| Type                      | Date       | Num    | Source Name                   | Memo            | Paid Amount      | Balance          |
|---------------------------|------------|--------|-------------------------------|-----------------|------------------|------------------|
| <b>Client Adv</b>         |            |        |                               |                 |                  |                  |
| <b>Court Reporter Fee</b> |            |        |                               |                 |                  |                  |
| Check                     | 09/30/2024 |        | U.S. BANK                     | MABINI, NONE... | 1,054.29         | 1,054.29         |
| Total Court Reporter Fee  |            |        |                               |                 | 1,054.29         | 1,054.29         |
| <b>Filing Fees</b>        |            |        |                               |                 |                  |                  |
| Check                     | 06/10/2021 | 4231   | WELLS FARGO CARD SERVICES     | MABINI, NONE... | 75.00            | 75.00            |
| Check                     | 04/04/2022 |        | ONE LEGAL, LLC                | ONE LEGAL       | 1,446.25         | 1,521.25         |
| Total Filing Fees         |            |        |                               |                 | 1,521.25         | 1,521.25         |
| <b>Mediation Fee</b>      |            |        |                               |                 |                  |                  |
| Check                     | 12/09/2022 | 4702   | ADR SERVICES, INC.            | MABINI, NONE... | 3,100.00         | 3,100.00         |
| Check                     | 07/19/2023 | 4891   | ADR SERVICES, INC.            | MABINI, NONE... | 2,750.00         | 5,850.00         |
| Check                     | 02/14/2024 | 5041   | LISA KERLMAN                  | MEDIATION/M...  | 3,666.00         | 9,516.00         |
| Check                     | 07/12/2024 |        | JAMS                          | MEDIATION F...  | 2,187.50         | 11,703.50        |
| Deposit                   | 09/13/2024 | 609... |                               | MABINI, NONE... | -1,728.75        | 9,974.75         |
| Check                     | 09/16/2024 | 5199   | HUNTER ADR LLC                | MABINI, NONE... | 2,291.25         | 12,266.00        |
| Total Mediation Fee       |            |        |                               |                 | 12,266.00        | 12,266.00        |
| <b>Photocopies</b>        |            |        |                               |                 |                  |                  |
| Bill                      | 01/09/2025 |        | RASTEGAR LAW GROUP, APC       | MABINI, NONE... | 64.75            | 64.75            |
| Total Photocopies         |            |        |                               |                 | 64.75            | 64.75            |
| <b>Postage</b>            |            |        |                               |                 |                  |                  |
| Bill                      | 01/09/2025 |        | RASTEGAR LAW GROUP, APC       | MABINI, NONE... | 12.33            | 12.33            |
| Total Postage             |            |        |                               |                 | 12.33            | 12.33            |
| <b>Records Retrieval</b>  |            |        |                               |                 |                  |                  |
| Check                     | 04/11/2022 |        | ONE LEGAL, LLC                | ONE LEGAL       | 11.25            | 11.25            |
| Check                     | 06/20/2022 |        | ONE LEGAL, LLC                | ONE LEGAL       | 11.25            | 22.50            |
| Check                     | 10/30/2023 |        | ONE LEGAL, LLC                | ONE LEGAL       | 11.65            | 34.15            |
| Total Records Retrieval   |            |        |                               |                 | 34.15            | 34.15            |
| <b>Research</b>           |            |        |                               |                 |                  |                  |
| Check                     | 05/14/2021 | 4190   | THOMSON REUTERS-WEST PUBLI... | RESEARCH        | 3.78             | 3.78             |
| Check                     | 11/20/2024 | 103    | THOMSON REUTERS-WEST PUBLI... | RESEARCH        | 340.00           | 343.78           |
| Total Research            |            |        |                               |                 | 343.78           | 343.78           |
| Total Client Adv          |            |        |                               |                 | 15,296.55        | 15,296.55        |
| <b>TOTAL</b>              |            |        |                               |                 | <b>15,296.55</b> | <b>15,296.55</b> |