

Joseph Lavi, Esq. (SBN 209776)  
Vincent C. Granberry, Esq. (SBN 276483)  
Melissa A. Huether, Esq. (SBN 316604)  
Pooja V Patel, Esq. (SBN 317891)  
**LAVI & EBRAHIMIAN, LLP**  
8889 W. Olympic Blvd., Suite 200  
Beverly Hills, California 90211  
Telephone: (310) 432-0000  
Facsimile: (310) 432-0001  
Email: jlavi@lelawfirm.com  
vgranberry@lelawfirm.com  
ppatel@lelawfirm.com  
mhuether@lelawfirm.com

Sahag Majarian II (SBN 146621)  
[sahagii@aol.com](mailto:sahagii@aol.com)  
**LAW OFFICES OF SAHAG MAJARIAN II**  
18250 Ventura Blvd.  
Tarzana, CA 91356  
Telephone: (818) 609-0807  
Facsimile: (818) 609-0892

Attorneys for Plaintiff SAUL HERNANDEZ MEJIA  
on behalf of himself and others similarly situated

*[Additional Counsel on Next Page]*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

SAUL HERNANDEZ MEJIA, on behalf of  
himself and others similarly situated; MANUEL  
ENRIQUEZ, on behalf of himself, others  
similarly situated, and other aggrieved  
employees,

Plaintiffs

v.

SWISSTEX CALIFORNIA, INC.; and DOES 1  
to 100, inclusive,

Defendants.

Case No.: 21STCV02796 (*Mejia Class*)

Consolidated with Case No. 21STCV04668  
(*Enriquez*) and Case No. 21STCV12242  
(*Mejia PAGA*)

**CLASS ACTION**

*[Assigned for all purposes to the Hon. Yvette  
M. Palazuelos, Dept. 9]*

**DECLARATION OF MELISSA A.  
HUETHER IN SUPPORT OF  
PLAINTIFFS' NOTICE OF MOTION  
AND MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

*[Filed concurrently with Plaintiffs' Notice of  
Motion and Motion for Preliminary Approval  
of Class Action Settlement; Declaration of  
Justin F. Marquez in Support; Memorandum*

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*of Points and Authorities; and [Proposed]  
Order; Declaration of Saul Hernandez Mejia]*

Hearing Information:

Date: January 5, 2023

Time: 10:00 a.m.

Dept.: SSC9

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1           5.       On February 5, 2021, Plaintiff Enriquez filed a class action complaint against  
2 Defendant in the Los Angeles County Superior Court, Case No. 21STCV04668, for Defendant's  
3 alleged violations of the Labor Code ("Enriquez Action").

4           6.       On April 1, 2021, Plaintiff Mejia filed a representative action for civil penalties  
5 pursuant to the California Private Attorneys General Act of 2004, California Labor Code section  
6 2698, *et seq.* ("Mejia PAGA Action"). Plaintiff Mejia provided notice to the LWDA of his intent  
7 to bring a claim for civil penalties on January 22, 2021. The LWDA did not respond.

8           7.       On April 1, 2021, the Court entered an order relating this case with the Enriquez  
9 Action.

10          8.       On May 19, 2021, pursuant to the Court's April 29, 2021 Order, Plaintiffs filed a  
11 Consolidated Complaint thereby consolidated the Action with the Enriquez Action.

12          9.       On August 27, 2021, the Plaintiffs filed a First Amended Consolidated Complaint  
13 adding Plaintiff Mejia's PAGA claim as alleged in the separately filed Mejia PAGA Action.

14          10.      On October 18, 2021, after extensive informal discovery and data exchange, the  
15 Parties attended a mediation session with Hon. Lisa Hart Cole (Ret.), a well-respected mediator  
16 experienced in mediating wage and hour class and representative actions. As a result of the  
17 mediation, the Parties entered the Settlement Agreement.

18                   **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE:**

19          11.      Using information from Plaintiffs, information informally produced by Defendant  
20 including, but not limited to 50% of the time and pay data, calculation of the total number of  
21 workweeks worked by class members, as well as information regarding number of current and  
22 former employees; number of pay periods; average rate of pay; number of pay periods, and  
23 Plaintiffs' counsel's analysis of both the aforementioned data as and Defendant's relevant policies  
24 and procedures, and Defendant's employee handbook, multiple discussions, calls, and emails with  
25 the Defendant's counsel, the disputed factual and legal issues involved in this case, the risks  
26 attending further prosecution, including risks related to a contested motion for class certification,  
27 and the substantial benefits to be received pursuant to a compromise and settlement of the case as

1 set forth in the Agreement, settlement on the terms agreed to are in the best interest of Plaintiffs and  
2 the class.

3 12. However, Plaintiffs believe that their case is suitable for class certification in that  
4 they believe there were company-wide policies that affected Defendant's employees which could be  
5 established using representative testimony from class members, as well as the practices brought  
6 forth in informal discovery. While Plaintiffs assert that this is a case for certification, Plaintiffs also  
7 realizes that there is always a significant risk associated with class certification and Defendant's  
8 compelling defenses to this case discussed more fully below.

9 13. The Settlement was reached as a result of arm's-length negotiations facilitated by a  
10 October 18, 2021 mediation with highly regarded and experienced wage and hour mediator Lisa  
11 Hart Cole (Ret.), and analysis by Plaintiffs' counsel and expert witness. The Settlement  
12 negotiations have been, at all times, adversarial and non-collusive in nature. While Plaintiffs  
13 believes in the merits of their case, they also recognize the inherent risks of litigation and  
14 understands the benefit of the Class receiving settlement funds immediately as opposed to risking  
15 an unfavorable decision on class certification, summary judgment, at trial and/or the damages  
16 awarded, and/or on an appeal that can take several more years to litigate.

17 14. Based on the information informally produced by Defendant in advance of the  
18 mediation, during the class period, Defendant employed approximately 167 current and former  
19 non-exempt employees over the course of approximately 27,508 workweeks who received an  
20 average rate of pay for \$15.48/hour. Plaintiffs' expert further estimate that Class Members  
21 worked approximately 163,921 shifts during the time prior to mediation. (Huether Dec. ¶11.)  
22 Based on Class Counsel's and Plaintiffs' expert witness's analysis of the data, the maximum  
23 exposure for Plaintiffs' claims were as follows:

24 15. Unpaid Wages: Plaintiffs alleged Defendant engaged in a rounding practice which  
25 operated to the detriment of Plaintiffs and the Class. Plaintiffs contend that Defendants rounded  
26 each punch, including the clock out and clock in from a meal period. Plaintiffs' expert analysis  
27 determined that the Class was underpaid an average of 6.4 minutes per shift and that 89.9% of

1 recorded shifts evidenced rounding which favored Defendant. Therefore, Plaintiffs estimated there  
2 were approximately **\$270,497.19** in damages for unpaid minimum wages [Calculated as follows:  
3 163,921 shifts x .1066 hours lost due to rounding on avg. per shift x \$15.48 avg. hourly rate =  
4 \$270,497.19.]

5 16. Plaintiffs also alleged that Defendant failed to properly calculate the regular rate  
6 for purposes of paying overtime wages thus resulting in the underpayment of overtime wages.  
7 Plaintiffs alleged that they and other class members received performance-based bonuses and shift  
8 differentials, which were not considered when calculating the regular rate of pay during pay  
9 periods when they received a shift differential and worked overtime. Instead, overtime was paid at  
10 1.5 times the base hourly rate of pay. Based on the data analyzed, Plaintiffs estimated there were  
11 approximately **\$138,093** in damages for unpaid overtime and double overtime wages based on  
12 regular rate issues, which was calculated after analyzing approximately \$1,521,044.84 in bonuses  
13 and shift differentials paid to the class members during pay periods that included overtime or double  
14 overtime hours earned (for a total of approximately 290,440 hours of overtime and 2,757 hours of  
15 double overtime).

16 17. Meal Breaks: Plaintiffs first alleged that Defendant failed to accurately records  
17 meal periods, which it contended was compliant because it maintained on duty meal period  
18 agreements for class members. Plaintiffs further alleged that they and other class members  
19 regularly took late, short, or interrupted meal periods as a result of Defendant's chronic  
20 understaffing. Plaintiffs' expert's analysis of the time records showed that approximately 73.8%  
21 of eligible shifts failed to evidence a recorded meal period. Further, Plaintiffs' expert discovered  
22 that 49.2% of record first meal periods were taken late and 46.8% of recorded meal periods were  
23 less than 30 minutes. Therefore, Plaintiffs estimated there was a maximum of approximately  
24 **\$1,872,672.85** in damages for meal break violations, assuming there was a violation every shift.  
25 [Calculated as follows: 163,921 shifts x \$15.48 avg. hourly rate x 73.8% violation rate =  
26 \$1,872,672.85].

1           18.     Rest Breaks: Plaintiffs first alleged that Defendant failed to provide timely rest  
2 periods. Plaintiffs further alleged that they and other class members regularly took late, short, or  
3 interrupted rest periods as a result of Defendant's chronic understaffing. Unlike many employers,  
4 Defendant here required Plaintiffs and other class members to clock in and clock out for their rest  
5 periods. Plaintiffs' expert's analysis of the time records showed that only 50% of eligible shifts  
6 evidenced at least 1 rest period. In those shifts that did evidence a rest period, approximately 39%  
7 of them were less than 10 minutes. Further, Plaintiffs alleged that they were required to remain on  
8 premises for rest periods rendering every rest period non-compliant as class members remained  
9 under the control of Defendant. Therefore, Plaintiffs estimated there was a maximum of  
10 approximately **\$2,537,497.08** in damages for meal break violations, assuming there was a  
11 violation every shift. [Calculated as follows: 163,921 shifts x \$15.48 avg. hourly rate x 100%  
12 violation rate = \$2,537,497.08].

13           19.     With regard to Plaintiffs' Timely Wages Claim, based on the underlying unpaid  
14 wages and meal and rest period claims, Plaintiffs allege that Defendant failed to timely pay wages  
15 during employment. The realistic amount that Plaintiffs could recover amounted to approximately  
16 **\$33,400**. [167 employees x \$200 penalty = \$33,400.

17           20.     With regard to Plaintiffs' Wage Statement claim, the maximum that Plaintiffs  
18 could recover amounted to approximately **\$668,000.00**. [167 employees X \$4,000 maximum  
19 penalty = \$668,000.00.]

20           21.     Plaintiffs also alleged that Defendant failed to produce requested employment  
21 records when requested. Specifically, Plaintiff Enriquez requested his personnel file on multiple  
22 occasions and did not receive it. Assuming 20% of the class requested their personnel file and did  
23 not receive it in the time prescribed by Labor Code 226(c) or 1198.5, the maximum Plaintiffs  
24 could recover is approximately **\$25,500.00**.

25           22.     With regard to Plaintiffs' Waiting Time penalties claim, the maximum that Plaintiff  
26 could recover amounted to approximately **\$126,316.80**. [34 former employees X 8 hours per  
27 workday X \$15.48/hour average rate of pay X 30 days = \$126,316.80.]

1           23.     As such, Plaintiffs' maximum potential recovery in this matter, excluding PAGA  
2 penalties, would amount to approximately \$5,671,976.92. The settlement reached in this matter  
3 was \$975,000 or approximately 17.2% of exposure.

4           24.     As for Plaintiffs' PAGA claim, according to the data informally produced by  
5 Defendants in this case, during the relevant PAGA period (from January 22, 2020 through  
6 mediation) there are approximately 5,183 pay periods for approximately 140 aggrieved employees.

7           25.     Regarding the PAGA penalty exposure analysis, as an initial matter, in wage and  
8 hour class action cases that settle, which are the overwhelming majority of such cases, very little of  
9 the total settlement is paid to PAGA penalties in order to maximize payments to class members.  
10 *See, e.g., Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 589 (2010) (no abuse of discretion to  
11 approve class action settlement allocating \$0 to PAGA claims); *Ceja-Corona v. CVS Pharm., Inc.*,  
12 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at \*2-3 (E.D. Cal. Jan. 14, 2015) (preliminarily  
13 approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000), report and  
14 recommendation adopted, 2015 U.S. Dist. LEXIS 25730, 2015 WL 925598 (E.D. Cal. Mar. 3,  
15 2015); *Nen Thio v. Genji, LLC*, 14 F. Supp. 3d 1324, 1330 (N.D. Cal. 2014) (preliminarily  
16 approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000); *Franco v.*  
17 *Ruiz Food Prods.*, 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at \*14 (E.D. Cal. Nov. 27,  
18 2012) (granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of  
19 \$2,500,000); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575,  
20 at \*3 (E.D. Cal. Oct. 31, 2012) (granting final approval of \$10,000 in PAGA penalties out of a total  
21 settlement amount of \$3,700,000); *Chu v. Wells Fargo Invs., LLC*, 2011 U.S. Dist. LEXIS 15821,  
22 2011 WL 672645, at \*1 al. Feb. 16, 2011) (granting final approval of \$10,000 in PAGA penalties  
23 out of a total settlement amount of \$6,900,000). In these settlements, the parties generally maximize  
24 statutory penalties and minimize PAGA penalties. *See, e.g., Franco*, 2012 U.S. Dist. LEXIS  
25 169057, 2012 WL 5941801, at \*2, \*14 (approving a \$10,000 PAGA award out of a total settlement  
26 amount of \$2,500,000).

1           26.     Plaintiffs recognize that PAGA claims generally settle for a mere fraction of multiple  
2 “stacked” PAGA penalties as is described above, but more typically resolve for a reasonable  
3 fraction of the unstacked PAGA exposure. Here, since the claims for minimum wages, overtime  
4 wages, meal periods, rest periods, timely wages due, wage statements, and waiting time penalties  
5 are all premised at least partially on the same factual basis (i.e., that Defendant’s rounded Plaintiffs’  
6 and other class members time punches and failed to provide meal and rest periods due to  
7 understaffing) stacking these penalties could arguably be overly punitive. Instead, seeking only  
8 penalties for minimum wages results in far more reasonable and less punitive penalties that  
9 eliminate the “stacked” penalties for each Labor Code section violated as a result of the same  
10 conduct. As a result, Defendant could argue Plaintiffs and the aggrieved employees may only be  
11 able to recover penalties under minimum wage claim. Thus, if that interpretation of the “stacking”  
12 issue is correct and accepted, the maximum theoretical penalties would be substantially less under  
13 what Plaintiffs anticipate could be Defendant’s view of the law. And if the Court decided that this  
14 theory is correct about the initial/subsequent violation rate issue, the maximum theoretical exposure  
15 would be further reduced by about half.

16           27.     Second, Plaintiffs’ calculation also assumes that Plaintiffs’ PAGA claims could be  
17 tried in a manageable manner that comports with due process, which Plaintiffs anticipate Defendant  
18 could vigorously dispute.

19           28.     Third, the Court has discretion under PAGA to reduce the amount of any penalties  
20 awarded for equitable reasons.

21           29.     Fourth, Defendant could argue that PAGA penalties would be limited in any event.  
22 As discussed in detail above, Defendant denies any liability. Moreover, Defendant could likely  
23 argue that even if Plaintiffs prevailed, the recoverable penalties under PAGA are minimal. Indeed,  
24 courts to consider the issue have refused to “stack” PAGA penalties. *See Carrington v. Starbucks*  
25 *Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving  
26 PAGA penalty reduction to \$5 per pay period); *accord Atempa v. Pedrazzani* (2018) 27  
27 Cal.App.5th 809. Additionally, Defendant could argue that Plaintiffs are not entitled to recover

1 PAGA penalties at the subsequent violation rate of \$200 per pay period. California's appellate  
2 courts have held that "[u]ntil the employer has been notified that it is violating a Labor Code  
3 provision (whether or not the commissioner or court chooses to impose penalties), the employer  
4 cannot be presumed to be aware [of the violation]" and therefore, until a Court or the  
5 Commissioner issues a finding of a violation, the initial \$100 violation rate applies for each pay  
6 period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163  
7 Cal.App.4th 1157, 1209; accord *Amalgamated Transit Union Local 1309 v. Laidlaw Transit*  
8 *Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at \*9 ("[u]nder California law, courts  
9 have held that employers are not subject to heightened penalties for subsequent violations unless  
10 and until a court or commissioner notifies the employer that it is in violation of the Labor Code").  
11 Thus, Plaintiffs anticipate Defendant could argue that even if the Plaintiffs were able to establish  
12 any violation of the Labor Code, the PAGA penalties assessed for these violations will be  
13 computed at the \$100 rate, as opposed to the \$100 per pay period rate at maximum, and there is a  
14 likelihood that a further reduction of the penalty to \$5 per pay period as approved in *Carrington*.

15 30. Finally, Plaintiffs anticipate that Defendant could argue that, using the most recent  
16 court of appeal decision on the topic of evaluating the value of a PAGA claim, it is likely  
17 Defendants' maximum exposure is actually only \$518,300 (\$100.00 per pay period X 5,183 pay  
18 periods at issue). Defendant likely could have argued that this Court would use the recent case  
19 decisions and this valuation as a ceiling for assessing PAGA penalties and that this amount (i.e.,  
20 \$518,300. was its true "worst case scenario" exposure).

21 31. In sum, the settlement in the instant case provides for a gross fund value of \$975,000  
22 with a PAGA allocation of \$50,000 with 75% (\$37,500) payable to the LWDA and 25% (\$12,500)  
23 distributed the PAGA Employees and falls squarely within the range of reasonableness for PAGA  
24 allocations outlined in the case law above.

25 32. Defendant's defenses to Plaintiffs' claims were as follows: Defendant contends that  
26 with respect to Class Members minimum and overtime wages claims, Defendant paid all wages  
27 which were due and owing and maintained compliant policies. Defendant contended that their

1 rounding policy and practice was fair and neutral and operated to the benefit of the employees.  
2 Further, Defendant argued that there was no evidence that their rounding policy was anything but  
3 neutral and therefore Plaintiffs would not be able to certify their claim or prove damages. To the  
4 extent Defendant's rounding practice was not neutral, any unpaid time wage *de minimis*. With  
5 respect to Plaintiffs' meal period claim, Defendant argued that it maintained compliant meal period  
6 policies and to the extent an employee failed to take a compliant meal period it was their decision.  
7 Defendant also would contend that it properly maintained on duty meal period agreements. Finally,  
8 Defendant contended it was not understaffed and Plaintiffs and the class were afforded the  
9 opportunity to take compliant meal periods. With regard to Plaintiffs' rest period claim, Defendant's  
10 argued that Plaintiffs and class members recorded their rest breaks therefore the time records would  
11 speak for themselves. Defendant contended that it properly provided rest periods to all employees  
12 and to the extent a class member did not take a rest period, it was their decisions and Defendant  
13 does not have a duty to monitor class members' rest periods. Finally, Defendant contends that class  
14 members were free to leave the premises for rest periods and chose not to do so. Defendant also  
15 alleged it timely paid all wages owed and provided accurate wage statements. Additionally,  
16 Defendant reasoned as far as Plaintiffs' derivative claims were concerned, Plaintiffs could not  
17 recover wage statement and waiting time penalties for alleged failures. Defendant argued that in  
18 order to succeed on the derivative claims, Plaintiffs would have to certify and prove damages on the  
19 underlying claims which Defendant contend would be very difficult. Based on the foregoing,  
20 Defendant concluded, this case would not be amenable to class certification. For these reasons,  
21 Defendant concluded, Plaintiffs would not likely prevail on their claims.

22         33. This is a fair and reasonable result. Other substantial benefits also include that it is  
23 a non-reversionary, non-claims made settlement, which distributes the Net Settlement Amount on a  
24 pro rata basis based on the number of Eligible Workweeks each Class Member worked for  
25 Defendant during the Settlement Period. The 25% portion of the PAGA Settlement allocated to  
26 Participating PAGA Members will be distributed to each Participating PAGA Member who worked  
27 during the PAGA Period based on their Workweeks during the PAGA Period. (Settlement, § X).

1 Class Members and Participating PAGA Members will have one hundred eighty (180) calendar  
2 days from the date of issuance of the check to cash or otherwise deposit their check. For any check  
3 not cashed after 180 calendar days, they shall be provided to the California Unclaimed Property  
4 Fund. (Settlement, § XI.C.)

5 **EXPERIENCE OF CLASS COUNSEL:**

6 34. The attorneys at our office are experienced and qualified to evaluate the class claims  
7 and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the  
8 defenses. The partner of the firm who was lead counsel on this matter, Mr. Joseph Lavi, has been  
9 practicing law for nearly 20 years. I have been practicing law for nearly four years. Mr. Lavi,  
10 myself, and the other members of my firm, have almost exclusively practiced in the area of labor  
11 and employment law. Mr. Lavi has handled numerous cases in all aspects of employment and labor  
12 law, including state and federal class actions, including wrongful termination, retaliation, and  
13 harassment actions. I have handled numerous wage and hour class actions and representative  
14 actions and I was named a 2022 Southern California Rising Star by Super Lawyers in the area of  
15 Plaintiff's Employment Litigation. Mr. Lavi has tried both labor and employment cases in State and  
16 Federal court, and has argued before various Court of Appeals, on employment issues such as  
17 validity of Arbitration Agreements, Application of Res Judicata in class action cases as well as  
18 other employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment  
19 Law Continuing Legal Education Panels on issues of employment law trials, how to proceed and  
20 conduct trials as well as proving and winning punitive damages. Mr. Lavi has also been named a  
21 Southern California Super Lawyer in the area of Plaintiff's employment litigation- class action from  
22 2011-2022. Mr. Lavi has been approved as class counsel by both federal and state Courts. Mr.  
23 Lavi, myself, and the other attorneys at Lavi & Ebrahimian who are available to assist us in this  
24 case if needed are fully capable of adequately and fairly representing Plaintiff and the proposed  
25 class in this matter. Lavi & Ebrahimian, LLP, has been appointed Class Counsel in over fifty  
26 contested proceedings including the following:

27 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court

1 Case No. BC343535;

2 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.  
3 BC369846;

4 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central  
5 District of California, Case No. CV-07-3678-ABC;

6 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los  
7 Angeles Superior Court Case No. BC380996;

8 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior  
9 Court Case No. BC383266;

10 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior  
11 Court Case No. RG 0265835;

12 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.  
13 05CECG02189;

14 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,  
15 Central District of California, Case No. CV08-06691 SVW (PLA);

16 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court  
17 Case No. BC342588;

18 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.  
19 BC374816;

20 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.  
21 BC378990;

22 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central  
23 District of California, Case No. CV07-3237-DDP (PLAX);

24 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.  
25 BC410322;

26 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case  
27 No. BC412315;

1 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.  
2 BC397208;  
3 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.  
4 BC399431;  
5 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.  
6 37-2009-00103626-CU-OE-CTL;  
7 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.  
8 BC451148;  
9 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,  
10 Central District of California, Case No. CV 10-8916 DDP (CWx);  
11 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles  
12 Superior Court Case No. BC432406;  
13 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central  
14 District of California, Case No CV-10-02315-JEM;  
15 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior  
16 Court Case No. BC462603;  
17 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior  
18 Court Case No. BC452570;  
19 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-  
20 00366952-CU-OE-VTA;  
21 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case  
22 No. BC421009;  
23 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.  
24 1341987;  
25 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court  
26 Case No. BC425708;  
27 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case  
28

1 No. BC436879;

2 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.  
3 RIC10020183;

4 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.  
5 BC411849;

6 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.  
7 BC411134;

8 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior  
9 Court Case No. 30-2011-0044011-CU-OE-CXC;

10 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central  
11 District of California, Case No. CV 10-0415 ODW (FMOx)

12 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.  
13 BC443792;

14 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.  
15 BC451489;

16 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court  
17 Case No. CV 10-0968-PSG-FMOX;

18 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case  
19 No. BC425799;

20 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior  
21 Court Case No. BC446744;

22 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.  
23 BC456420;

24 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District  
25 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

26 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.  
27 BC436793;

1 ll. *Santos v. Noble Management Group-California, LLC*, United States District  
2 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx);

3 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior  
4 Court Case No. 30-2011-00473505;

5 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court  
6 Case No. BC436235;

7 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.  
8 BC451490;

9 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.  
10 RG10523946;

11 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of  
12 California, Case No. CV 11-09543 DSF (MRWx);

13 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-  
14 2011-00518396-CU-OE-CXC;

15 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central  
16 District of California, Case No. CV 10-0415 ODW (FMOx);

17 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case  
18 No. BC320172;

19 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.  
20 BC361380;

21 vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case  
22 No. BC357987.

23 35. Mr. Lavi and I and the other attorneys at the firm made every effort to litigate this  
24 action in an efficient and cost-effective manner. Given his years of experience, his trial and  
25 appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work  
26 by the hour, his current hourly rate would be \$750 per hour. My hourly rate would be \$500 per  
27 hour. This rate is the firm's current billing rate and is supported by the extensive and specialized

1 experience in these types of cases and recognized expertise described. I have personal knowledge of  
2 the hourly rates charged by other attorneys with comparable experience to both Mr. Lavi's and  
3 mine. Based on that information, I believe that my rates are fully consistent with the market rate for  
4 attorneys with comparable expertise, experience and qualifications. Based on the information I  
5 have, I believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with  
6 comparable expertise, experience, and qualifications.

7         36. The specific work performed by my firm in prosecuting this action has included, but  
8 not been limited to: preparing the pleadings, extensive informal discovery exchange which included  
9 review, compilation, and analysis of a 50% of the time and pay data, calculation of the total number  
10 of workweeks worked by class members, as well as information regarding number of current and  
11 former employees; number of pay periods; average rate of pay; number of pay periods, and  
12 Plaintiffs' counsel's analysis of both the aforementioned data as and Defendant's relevant policies  
13 and procedures, and Defendant's employee handbook; and Plaintiffs' counsel's analysis of both the  
14 aforementioned data as and Defendant's relevant policies and procedures, and employee  
15 handbooks; and developing the strategy for prosecuting the claims in this case; reviewing  
16 documents; analyzing the data; participating in settlement negotiations; participating in a full-day  
17 mediation; negotiating, drafting, and reviewing settlement agreement as well as drafting Motion for  
18 Preliminary Approval.

19         37. Our firm maintains all records regarding costs expended on each case. I have  
20 reviewed the records of costs expended in this matter. According to our records, our firm has  
21 incurred significant costs in this matter at this time and will likely incur additional costs to see this  
22 matter through final judgment. This amount includes costs associated with the costs associated with  
23 filing of the papers filed and responded to in this matter, service of process for the summons and  
24 complaint, expert fees, and mediation fees.

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**CONTRIBUTION OF PLAINTIFF MEJIA AND REASONABLENESS OF THE  
REQUESTED ENHANCEMENT PAYMENTS:**

38. It is imperative that Plaintiff Mejia obtain just compensation for the time, effort and risk associated with his fiduciary duties as a class representative and one of the named Plaintiff. I believe that the named Plaintiffs performed considerable services on behalf of the Class since their respective actions commenced. Plaintiff Mejia specifically since he searched for an attorney, collected and gathered the requested documents and information, wage statements and/or pay stubs, met with us, made himself available each and every single time that I called or asked them to come to our office in order to answer questions about Defendant's policies and procedures produced in informal discovery or discussed during conversations with opposing counsel or raised in pleadings filed in this matter. The Plaintiff Mejia provided Class Counsel with factual information needed to prepare the complaints. He collected relevant documents and produced those documents to Class Counsel. Plaintiff Mejia continued to be engaged in continued settlement negotiations that were ultimately required to reach a settlement in this case. I believe that the service fee request of \$10,000 to each Plaintiff as an enhancement payment is fair and reasonable. As such, the requested payments are warranted for Plaintiffs' time and effort when the class members are able to receive significant benefits for his efforts, as well as the fact that they put themselves at significant risk for liability for costs in this matter if Defendant was the prevailing party in the litigation as well as for retaliation by other employers who may discover and find it to be unappealing that he was a class representative in a lawsuit against Defendant, their former employers. At this point in the approval process, Plaintiffs' requested payment should be approved and allow the Class Members an opportunity to object to the requested enhancement.

39. Class Counsel has entered into a written agreement executed by all Plaintiffs and their counsel to split attorneys' fees recovered in this action.

40. A true and correct copy of the Stipulation of Settlement ("Settlement" or "Settlement Agreement") is hereto attached as **Exhibit "1."**

1           41. Attached as **Exhibit “A”** to the Stipulation of Settlement is a true and correct copy  
2 of the proposed Notice of Settlement of Class Action.

3           42. On December 7, 2022, a copy of the Settlement was submitted via online submission  
4 to the LWDA. A true and correct copy of the LWDA’s email confirmation of my upload of the  
5 Settlement is hereto attached as **Exhibit “2.”**

6           I declare under penalty of perjury under the laws of the State of California that the foregoing is  
7 true and correct. Executed this 7th day of December 2022, at Beverly Hills, California.

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Melissa A. Huether  
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