

ZORIK MOORADIAN, Bar No. 136636

zorik@mooradianlaw.com

HAIK HACOPIAN, Bar No. 282361

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Facsimile: (888) 783-1030

Attorneys for Plaintiff Rafael Jimenez, individually and on behalf of others similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RAFAEL JIMENEZ, individually and on behalf of others similarly situated and similarly aggrieved employees,

Plaintiffs,

v.

CARGO HS LLC, an active California Limited Liability Company; and DOES 1 through 10,

Defendants.

Case No.: 21STCV15258

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Elihu M. Berle in Dept. SS-6]

DECLARATION OF ZORIK MOORADIAN IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE'S ENHANCEMENT AWARD, CLASS COUNSEL ATTORNEYS' FEES AND COSTS, SETTLEMENT ADMINISTRATION COSTS, AND LWDA PAYMENT

[FILED CONCURRENTLY WITH NOTICE OF MOTION AND MOTION; DECLARATION OF HAIK HACOPIAN; DECLARATION OF JENNIFER FORST; DECLARATION OF RAFAEL JIMENEZ]

Date: January 7, 2025

Time: 9:00 a.m.

Dept.: SS-6

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DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Rafael Jimenez and have been appointed as Class Counsel in the class action lawsuit entitled *Rafael Jimenez, individually and on behalf of other persons similarly situated and similarly aggrieved employees v. Cargo HS LLC*, and bearing Los Angeles County Superior Court Case No. 21STCV15258. I make this Declaration in support of Plaintiff's Motion for Final Approval based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and I received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated, and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 35 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent employment jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter, ranked in the US as the top 100 employment verdicts for that year. I have also been and continue to be plaintiff's counsel in many wage and hour and consumer class actions, complex and multi-party matters.

3. The following is a sample index of class actions/PAGA and individual employment/wage-and-hour cases, in which I have represented and/or continue to represent the plaintiffs, mostly in the capacity of the lead counsel:

Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Blandin v. Malibu Mgt. Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent, Inc./19STCV16803;

1 Barragan v. Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants
2 Building Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.
3 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v.
4 Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535;
5 Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo
6 Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Cruel v. Andreas
7 Elsenhans/19STCV35496; Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property
8 Mgt. Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon Catering,
9 Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim
10 Denn/30-2019-01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.
11 Township Retail Services/19STCV19105; Hernandez v. Resource Employment
12 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-00933249; Leon v.
13 Island Hospitality Mgt./30-2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza
14 v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796;
15 Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated
16 Staffing/19STCV29817; Enriquez v. Johnny Rockets Group/19STCV43986; Ibarra v. DCX-
17 CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474;
18 Nunez v. Wonderland Montessori, LLC/18STCV06042; Olmos v. Mall Food Mgt.
19 Associates/30-2019-01096292; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-
20 01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
21 19STCV11434; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA, Inc./
22 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro
23 Security/19STCV21114; Bueno v. Proto Homes/19STCV20011; Cazarez v. S. Carrol
24 Massie, Inc./23STCV23844; Cazarez v. Southern California Pizza Co., LLC/23STCV23179;
25 Cervantez v. DRE Workforce/22STCV270670; Diaz v. Paris Valley/22CVP-0244; Enrique
26 v. Johnny Rockets Group, Inc./19STCV43986; Esquivel v. Bodega Latina
27 Corp./22STCV02622/Felipe v. One Stop Employment Services/21STCV39327; Fernandez
28 v. World Flight Services/23STCV23197; Garcia v. Fresh Grill/22STCV08228; Hernandez v.

1 N.W. Hotel Corp./30-2023-01310267; Jimenez v. Cargo/21STCV15258; Lemus v. PDA
2 Group/21STCV40242; Maldenado v. McKessons/22STCV41086; Martinez v. Pharaoh
3 Staffing, LLC/22STCV41086; Mendez v. ABM/23STCV11446; Mendoza v. Big Lot/30-
4 2019-01047135; Merino v. Coast Sign, Inc./30-2023-01305781; Morales v. Phenix
5 Enterprises, Inc./23STCV06594; Muniz v. Lot Management/22STCV32901; Ramirez v. H
6 Mart Logistics/23STCV06670; Romero v. Partners Personnel/22STCV22509; Salazar v.
7 Staffmark/21STCV39663 and 21STCV31753; Sanchez v. Recessroom/30-2022-01244194;
8 Sepulveda v. Walmart/30-2022-01278658; Toledo v. Universal Molding
9 Company/22STCV06965; Vargas v. Sincere Orient Commercial Corp./22STCV08311;
10 Zapeta v. HR Service Group/22STCV07872; Panduro v. Inland Fuels Corp./23STCV04486;
11 and Rodriguez v. Relentless Landcare/30-2023-01366648.

12 4. I am familiar with California wage and hour law and the laws governing the
13 alleged violations in this matter, including but not limited to: California Labor Code Sections
14 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500,
15 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California
16 Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare
17 Commission, and the Private Attorneys General Act.

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

22 6. As a result of my prior experience as class counsel in other wage and hour
23 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed
24 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
25 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
26 settlement continues to remain fair to the class, reasonable and more than adequate in view
27 of (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense,
28 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining

1 class certification and maintaining class action status through trial, (iv) the total settlement
2 amount of \$550,000 offered in settlement, (v) the discovery conducted by the Parties in this
3 case, (vi) my experience with similar settlements in wage and hour class actions that have
4 received court approval, (vii) the fact that the settlement was the result of arms' length
5 negotiations between experienced counsel facilitated by Mr. Lou Marlin, a respected neutral
6 mediator; and (viii) the exclusively positive response from the class with nary an objection
7 or exclusion request to date.

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

12 8. As for the representation of the individual rights of Mr. Jimenez, a proposed
13 retainer agreement for recovery of fees could be one-third of the gross recovery. That would
14 be consistent with the market rate, and there is no reason to believe that, if any of the other
15 382 class members had signed an individual retainer, it would be any different.

16 9. In almost all the mediations that I have attended, a one-third to 35% attorney
17 fee percentage is generally agreed upon by the defendant and the plaintiff subject to court
18 approval. In this matter, the Parties agreed that Class Counsel may request up to one-third
19 and Defendant would not oppose the same.

20 10. Notice was provided to each of the Settlement Class Members that the
21 attorneys would be seeking attorney fees in the amount of \$183,333.33 or one-third of the
22 settlement. The fact that no Settlement Class Members had any objection to the settlement or
23 any of its terms to date, speaks pretty strongly to the notion that class members are extremely
24 happy with the settlement.

25 11. It is beyond any reasonable dispute that, if my office had been able to negotiate
26 directly with the class members, the class would have found that a one-third fee arrangement
27 was eminently reasonable.
28

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

3 13. The initial intake and interview of the client was on 4/30/2020. For more than
4 four years, two attorneys from our office have moved the case forward on the docket, with
5 this court's assistance. There has been significant and productive work on the case, leading
6 to the settlement and the approval steps taken thereafter. The attorney time on the case/file
7 may be summarized as follows: Communications with the client, office staff meetings,
8 drafting of pleadings, series of court appearances, PAGA submission and research,
9 communications with co-counsel before and after filings, analysis of the pre-mediation
10 production, communications re follow up production, preparation and participation at
11 mediation, drafting settlement papers and follow up exchange with counsel, review of the
12 terms with the client, as well as preparation of the approval papers, and many emails and
13 phone calls on the case. A detailed lodestar may be submitted if required but in a sum, the
14 total hours spent on the file by this counsel is 87.3, with an hourly rate of \$650, which has
15 not changed for the past decade. Between now and final distribution, I anticipate working an
16 additional 5 hours on this file, or an additional \$3,750 loadstar.

17 14. I have also incurred \$11,918.57 in costs on this file as follows:

Lawsuit Filing Charges	\$1,435.00
CaseAnywhere Billing	\$1,544.20
CaseAnywhere Billing (anticipated)	\$312.00
United Legal Attorney Service Charges	\$27.37
Berger Consulting Expert Charges	\$1,600.00
Mediation Fees (Plaintiff's share)	\$7,000.00
TOTAL:	\$11,918.57

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26 15. While it's generally true that the greater the attorney fees, the less funds there
27 will be for distribution to class members as damages, nevertheless, a balance must be
28 achieved. In the instant matter, the class got a very balanced and fair settlement. Given the

strengths and weaknesses of the case, they will be receiving a fair sum of money. The results and the case law support that the settlement was fair, reasonable and adequate. The class has an affirmative response to the settlement so far, as there is not a single objection or exclusion request. In light of the favorable settlement, giving more money to the class after an excellent settlement had been achieved punishes the attorneys without whom such a settlement would not have been attained but for the efforts of good lawyering. Punishing lawyers when they do well is potentially sending the wrong message and serves as a disincentive and unjustly enriches the class that has already received a fair and adequate amount of benefits.

16. It is important that Mr. Jimenez is paid a fair amount for his services to the class and out of 382 employees he is the only one that stepped forward stuck with his matter for over a four-year period. If it was not for him, the \$550,000 settlement would not have been obtained for the class.

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

Executed on October 25, 2024 in Calabasas, California.

/s/ Zorik Mooradian
Zorik Mooradian