

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
afattahi@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff(s)
ALYSIA FORD

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ALYSIA FORD and RENE LOPEZ,
individually, and on behalf of all others similarly
situated, and as an “aggrieved employee” on
behalf of other “aggrieved employees” under the
Labor Code Private Attorneys General act of
2004,

Plaintiffs,

v.

BOAVIDA COMMUNITIES LLC, a California
limited liability company; THE BOAVIDA
GROUP, LP, a limited partnership; and DOES 1
through 10, inclusive,

Defendants.

Case No. 34-2021-00299610-CU-OE-GDS

CLASS ACTION

[Assigned to: Hon. Jill H. Talley, Dept. 25]

**DECLARATION OF JUSTIN F.
MARQUEZ IN SUPPORT OF
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 **ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)**

2 David G. Spivak (SBN 179684)
3 david@spivaklaw.com
4 Caroline Tahmassian (SBN 285680)
5 caroline@spivaklaw.com
6 Maya Cheaitani (SBN 335777)
7 maya@spivaklaw.com
8 **THE SPIVAK LAW FIRM**
9 8605 Santa Monica Bl., PMB 42554
10 West Hollywood, California 90069
11 Telephone (213) 725-9094
12 Facsimile: (213) 634-2485

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Attorneys for Plaintiff(s)
RENE LOPEZ

I, Justin F. Marquez, declare as follows:

CASE BACKGROUND

3. On April 28, 2021, Plaintiff Ford filed a putative wage and hour class action complaint against Defendants in the Sacramento County Superior Court, Case No. 34-2021-00299610-CU-OE-GDS, on behalf of herself and all others similarly situated. Plaintiff Ford alleges that Defendants: (1) failed to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failed to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failed to provide meal periods (Cal. Lab. Code §§ 226.7 and 512); (4) failed to authorize and permit rest periods (Cal. Lab. Code §§ 226.7); (5) failed to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failed to provide accurate itemized wage statements (Cal. Lab. Code § 226); (7) failed to indemnify employees for expenditures (Cal. Lab. Code § 2802); and (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*). Defendants then filed an Answer on June 1, 2021.

4. On May 9, 2022, Plaintiff Ford filed a First Amended Class Action Complaint, which added Plaintiff Lopez as an additional Plaintiff/class representative, included a claim for civil penalties under PAGA, and added counsel for Plaintiff Lopez to the Class Action Complaint.

1 5. Plaintiffs allege that Defendants’ payroll, timekeeping, and wage and hour practices
2 resulted in Labor Code violations. Plaintiffs allege that Defendants failed to pay for all hours
3 worked by not recording the actual start and end times of shifts for each workday. Plaintiffs further
4 allege that Defendants failed to provide employees with legally compliant meal and rest periods.
5 Plaintiffs further allege that Defendants failed to indemnify employees for all necessary business
6 expenditures.

7 6. Plaintiffs and putative class members worked in California as hourly-paid, non-
8 exempt employees for Defendants during the Class Period, which is defined as the period from
9 July 1, 2019 through the date of Preliminary Approval of the Settlement by the Court or 90 days
10 from the date of the full execution of the Settlement Agreement (August 1, 2022), whichever is
11 earlier.

12 DISCOVERY AND INVESTIGATION

13 7. The Parties engaged in an informal discovery exchange before mediating this action.
14 Defendants produced a sample of time and pay records for the class members. Defendants also
15 provided documents of their wage and hour policies and practices during the class period, and
16 information regarding the total number of current and former employees in its informal discovery
17 responses.

18 8. After reviewing documents regarding Defendants’ wage and hour policies and
19 practices, analyzing Defendants’ timekeeping and payroll records, Class Counsel was able to
20 evaluate the probability of class certification, success on the merits, and Defendants’ maximum
21 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding
22 the claims and defenses asserted in the litigation. Class Counsel reviewed these records and
23 utilized an expert to prepare a damages analysis prior to mediation.

24 SETTLEMENT NEGOTIATIONS

25 9. On February 4, 2022, the Parties participated in private mediation with experienced
26 class action mediator, Francis J. “Tripper” Ortman III. The mediation was conducted via Zoom.
27 The settlement negotiations were at arm’s length and, although conducted in a professional manner,
28 were adversarial. The Parties went into the mediation willing to explore the potential for a

1 settlement of the dispute, but each side was also prepared to litigate their position through trial and
2 appeal if a settlement had not been reached.

3 10. After extensive negotiations and discussions regarding the strengths and
4 weaknesses of Plaintiffs' claims and Defendants' defenses, the Parties were able to reach a
5 resolution, the material terms of which are encompassed within the Settlement Agreement
6 ("Settlement" or "Settlement Agreement"), which is attached to the Declaration of David Spivak
7 as Exhibit 1.

8 11. The Settlement includes \$4,000.00 allocated to Plaintiffs' claims under PAGA, with
9 75% of which (\$3,000.00) being paid to the LWDA and 25% (\$1,000.00) being paid to the PAGA
10 Members. (Settlement, § XVII.) Class Counsel submitted the proposed Settlement to the LWDA
11 before filing the Motion for Preliminary Approval.

12 12. The Settlement provides that Defendants will not oppose a fee application of up to
13 33 1/3% (\$91,666.67) of the Gross Settlement Amount, plus out-of-pocket costs not to exceed
14 \$35,000.00. (Settlement, § XIV.)

15 13. The Parties sought and reviewed bids from several experienced class action
16 settlement administrators to handle the responsibilities of the Settlement Administrator under this
17 Settlement. The Parties accepted the bid of Phoenix Class Action Administration Solutions.
18 Phoenix Class Action Administration Solutions has multiple years of experience in the field of
19 Class Action Administration, particularly in the wage and hour arena. In its bid, Phoenix Class
20 Action Administration Solutions agreed to cap its costs at \$9,000.00. The bid also provides that
21 class notice will be provided in English and Spanish.

22 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

23 14. The Settlement provides for attorney's fees payable to Class Counsel in an amount
24 up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$91,666.67,
25 plus actual costs and expenses not to exceed \$35,000. The proposed award of attorneys' fees to
26 Class Counsel in this case can be justified under either method – lodestar or percentage recovery.
27 Class Counsel, however, intend to base the proposed award of fees, costs and expenses on the
28 percentage method as many of the entries in the time records will have to be redacted to preserve

attorney-client and attorney work product privileges.

15. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	Hours	Rate	Lodestar
Justin F. Marquez	Senior Partner (10+ years)	20	\$850	\$17,000
Benjamin H. Haber	Associate Attorney (6th Year)	45	\$650	\$29,250
Arrash T. Fattahi	Associate Attorney (2nd Year)	40	\$450	\$18,000
Min Jee Kim	Paralegal	5	\$150	\$750
Total:				\$65,000

16. Plaintiff's counsel has spent over 105 hours litigating this Action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. The efforts expended by Plaintiff's counsel to achieve this result include, but are not limited to, the following:

- a. the investigation of the matter, including meeting with Plaintiff, reviewing Defendants' policies, and requesting and reviewing Plaintiff's time and pay records, personnel files, and exploring the corporate structure of Defendant;
- b. filing the Action;
- c. attending status conferences and meeting and conferring with Defendant regarding the case;
- d. meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- e. selecting a mediator and mediation date;
- f. working with opposing counsel and consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiff to perform analyses of liability and exposure prior to attendance of the mediation in this matter;
- g. working cooperatively with co-counsel to discuss our respective clients' claims,

1 analyze the records provided by Defendant, and discuss damages models related to
2 our cases;

3 h. reviewing policy documents from Defendant;

4 i. preparation of a mediation brief and damages model for use at mediation;

5 j. attendance at mediation by all Parties and Counsel;

6 k. communicating with Plaintiff who requested updates or other information regarding
7 this matter;

8 l. negotiating, finalizing and fully executing the Settlement Agreement, in which
9 numerous drafts were distributed by all Parties and Counsel;

10 m. assisting with preparing and filing the Motion for Preliminary Approval and
11 supporting documents;

12 n. assisting with preparing and filing the supplemental memorandum in support of the
13 Motion for Preliminary Approval and supporting documents;

14 o. communicating with class members who sought additional information regarding
15 the settlement, including answering questions regarding the settlement and
16 obtaining updated addresses from class members for purposes of receiving the class
17 notices and administering the settlement checks;

18 p. communicating regularly with co-counsel, Defendant's counsel, and the settlement
19 administrator regarding the status of the settlement administration; and

20 q. assisting with preparing and filing the instant Motion for Final Approval.

21 17. There are additional hours devoted by me (and by my colleagues, both current and
22 former attorneys at Wilshire Law Firm) to this litigation that are not reflected in Class Counsel's
23 request for attorney's fees.

24 18. We can provide complete, detailed billing records in the event the Court requests
25 them, but would request the opportunity to redact attorney-client privileged information and any
26 other privileged information.

27 19. Additional time will be required by Class Counsel to obtain final approval of the
28 settlement and requested awards, monitor the settlement and respond to class member inquiries,

1 and oversee administration of the settlement and distribution of the fund. I estimate that my office
2 will commit no less than 10 hours to those tasks and have included those hours above. Given my
3 firm's time spent on this case and the positive reaction by the class, the requested fee award is
4 reasonable and fair.

5 20. The risk to my office has been very significant, particularly if we would not be
6 successful in pursuing this class action. In that case, we would have been left with no compensation
7 for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases
8 that have resulted in thousands of attorney hours being expended and ultimately having
9 certification denied or the defendant company going bankrupt. The contingent risk in these types
10 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
11 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

12 21. Because most individuals cannot afford to pay for representation in litigation on an
13 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
14 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
15 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
16 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
17 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
18 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
19 that we recover more than our regular hourly rate when we win if we are to remain in practice so
20 as to be able to continue representing other individuals in civil rights employment disputes.

21 22. Wilshire Law Firm, PLC has a 50/50 fee-splitting agreement with THE SPIVAK
22 LAW FIRM, who serves as co-counsel for the Plaintiffs in this case.

23 23. As of the drafting of this motion, my office has incurred around \$11,612.39 in
24 expenses litigating this action. Attached as **Exhibit 1** is a true and correct copy of the Plaintiff's
25 itemized costs through the date of filing this motion. These expenses are reasonably necessary to
26 the litigation and were actually incurred by my office. We also anticipate accruing additional costs
27 of at least \$300, which includes the costs for filing Plaintiffs' Motion for Final Approval and
28 appearing at the hearing. The added expenses and added additional expenses make the total request

1 for reimbursement to \$11,912.39. These costs should be reimbursed in full, up to the maximum
2 amount allowed in the Settlement Agreement.

3 ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE

4 24. Class Counsel represent that Plaintiffs devoted a great deal of time and work
5 assisting counsel in the case, communicated with counsel very frequently for litigation and to
6 prepare for mediation, and were frequently in contact with Class Counsel during the mediation.
7 Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial
8 benefits Plaintiffs generated for all class members.

9 25. Throughout this litigation, Plaintiffs, who are former employees of Defendants,
10 have cooperated immensely with this action and have taken many actions to protect the interests
11 of the class. Plaintiffs provided valuable information regarding unpaid overtime, meal period, and
12 rest period claims. Plaintiffs also informed Class Counsel of developments and information
13 relevant to this action, participated in decisions concerning this action, made themselves available
14 to answer questions during the mediation, and provided my office with the names and contact
15 information of potential witnesses in this action. Plaintiffs provided Class Counsel with several
16 documents, including policy documents and communications from Defendants regarding the
17 claims alleged in this action. The information and documentation provided by Plaintiffs was
18 instrumental in establishing the wage and hour violations alleged, and the recovery provided for in
19 the Settlement Agreement would have been impossible to obtain without Plaintiffs' participation.

20 26. At the same time, Plaintiffs faced many risks in adding themselves as the class
21 representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting
22 themselves on public record in an employment lawsuit could also very well affect their likelihood
23 for future employment. Furthermore, as part of this Settlement, Plaintiffs are executing a general
24 release of all claims against Defendants.

25 27. In turn, class members will now have the opportunity to participate in a settlement,
26 reimbursing them for alleged wage violations they may have never known about on their own or
27 been willing to pursue on their own. If these class members would have each tried to pursue their
28 legal remedies on their own, that would have resulted in each having to expend a significant amount

1 of their own monetary resources and time, which were obviated by Plaintiffs putting themselves
2 on the line on behalf of these other class members.

3 28. In the final analysis, this class action would not have been possible without the aid
4 of Plaintiffs, who put their own time and effort into this litigation, sacrificed the value of their own
5 individual claims, and placed themselves at risk for the sake of the class members. The requested
6 enhancement awards for Plaintiffs for their services as the class representatives and for their
7 general release of all individual claims is a relatively small amount of money when the time and
8 effort put into the litigation are considered and in comparison to enhancements granted in other
9 class actions. The requested incentive award is therefore reasonable to compensate Plaintiffs for
10 their active participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar*
11 *Corporation*, et al., No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class
12 members were misclassified as exempt outside salespersons, I was co-lead Class Counsel and
13 helped negotiate a \$2.5 million class action settlement for 339 class members, and the court
14 approved a \$25,000.00 class representative incentive award for each named plaintiff.

15 **CLASS COUNSEL'S EXPERIENCE**

16 29. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
17 Report as one of the nation's Best Law Firms in 2022 and is comprised of over 55 attorneys and
18 over 300 employees. Wilshire Law Firm, PLC is actively and continuously practicing in
19 employment litigation, representing employees in both individual and class actions in both state
20 and federal courts throughout California.

21 30. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys
22 are experienced in litigating Labor Code violations in both individual, class action, and
23 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
24 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
25 and data privacy litigation.

26 31. I graduated from the University of California, Los Angeles's College Honors
27 Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi*
28 *Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at

1 Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in
2 2008.

3 32. My practice is focused on advocating for the rights of consumers and employees in
4 class action litigation and appellate litigation. I am currently the primary attorney in charge of
5 litigating several class action cases in state and federal courts across the United States.

6 33. I have received numerous awards for my legal work. From 2017 to 2020, Super
7 Lawyers selected me as a “Southern California Rising Star,” and in 2022, I was selected as a
8 “Southern California Super Lawyer.” In 2016 and 2017, the National Trial Lawyers selected me
9 as a “Top 40 Under 40” attorney. I am also rated 10.0 (“Superb”) by Avvo.com.

10 34. I am on the California Employment Lawyers Association (“CELA”)’s Wage and
11 Hour Committee and Mentor Committee, and I was selected to speak at CELA’s 2019 Advanced
12 Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively
13 mentored young attorneys through CELA’s mentorship program.

14 35. I am also an active member of the Consumer Attorneys of California (“CAOC”). In
15 2020, I was selected for a position on CAOC’s Board of Directors. I am also a member of CAOC’s
16 Diversity Committee, and I help assist the CAOC in defeating bills that harm employees. Indeed,
17 I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC, in defeating AB
18 443, which proposed legislation that sought to limit the enforceability of California Labor Code §
19 226.

20 36. As the attorney responsible for day-to-day management of this matter at the
21 Wilshire Law Firm, PLC, I have over eleven years of experience with litigating wage and hour
22 class actions. Over the last eleven years, I have managed and assisted with the litigation and
23 settlement of several wage and hour class actions. In those class actions, I performed similar tasks
24 as those performed in the course of prosecuting this action. My litigation experience includes:

25 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
26 million in gross recovery to class members since 2020, including over \$27.5 million
27 in 2022.

28 b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake* (Cal. Ct.

App. Sept. 16, 2022) 2022 WL 4285804, --- Cal.Rptr.3d ----, the first California appellate decision in a data breach class action holding that consumer plaintiffs adequately alleged injury in fact under the benefit of the bargain theory and monitoring-costs theory.

- c. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case in the Top 20 Labor & Employment Settlements (including number 15 for the \$1.6 million settlement in *Moreno v. Pretium Packaging, L.L.C.*) and three additional cases in the Top 50 Labor & Employment Settlements (numbers 25, 28, and 31).
- d. To my knowledge, I am the only attorney to appear on each of the following *Top Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by winning class certification on behalf of hundreds of thousands of consumers for misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct. C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- f. As lead counsel, I prevailed against Bank of America by: winning class certification on behalf of thousands of employees for California Labor Code violations; defeating appellate review of the court's order certifying the class; defeating summary judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.* (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2, 2018)). The decision certifying the class in *Frausto* is also discussed in *Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed. 3d Art. 8.
- g. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and

1 reimbursement claims. *ABM Industries Overtime Cases* is the first published
2 California appellate authority to hold that an employer’s “auto-deduct policy for
3 meal breaks in light of the recordkeeping requirements for California employers is
4 also an issue amenable to classwide resolution.” (*Id.* at p. 310.)¹ Notably, the Court
5 of Appeal also held that expert analysis of timekeeping records can also support the
6 predominance requirement for class certification. (*Id.* at p. 310-11.) In 2021, the
7 case settled for \$140 million, making it one of the largest ever wage and hour class
8 action settlements for hourly-paid employees in California.

9 h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d
10 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims
11 under California’s Private Attorney Generals Act (“PAGA”) cannot be used to
12 calculate the amount in controversy under the Class Action Fairness Act (“CAFA”).
13 This case is cited in several leading treatises such as *Wright & Miller’s Federal*
14 *Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S.
15 Supreme Court denied review of a case that primarily concerned *Yocupicio*. That
16 effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus
17 support from a brief authored by Andrew J. Pincus.² Considering that leading
18 Supreme Court practitioners from the class action defense bar were very motivated
19 in undermining *Yocupicio* case, but failed, this demonstrates the national importance
20 of the *Yocupicio* decision.

21 i. On December 13, 2018, the United States District Court granted final approval of
22 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services,*
23 *LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in
24 which I served as lead counsel. In doing so, the Court found: “Class Counsel’s
25 declarations show that the attorneys are experienced and successful litigators.” (*Id.*

26 ¹ As a California district court observed before the *ABM Industries Overtime* decision,
27 “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE*
28 *Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL
1758048, *7.)

² <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>.

at p. *10.)

- j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a reported decision permitting class-wide discovery even though the employer has a lawful policy because “[t]he fact that a company has a policy of not violating the law does not mean that the employees follow it, which is the issue here.” The court also ordered defendant to pay for the cost of *Belaire-West* notice.
- k. In 2013, I represented a whistleblower that reported that his former employer was defrauding the State of California with the help of bribes to public employees. The case, a false claims (*qui tam*) action, resulted in the arrest and criminal prosecution of State of California employees by the California Attorney General’s Office.
- l. In 2013, I was part of a team of attorneys that obtained conditional certification for over 2,000,000 class members in a federal labor law case for misclassification of independent contractors that did crowdsourced work on the Internet, *Otey v. CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the following pro-plaintiff reported decisions:
 - 1) 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims, and granting plaintiff’s motion to strike defendant’s affirmative defenses based on *Twombly/Iqbal*).
 - 2) 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).
 - 3) 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge’s discovery ruling which held that “evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA”).
 - 4) 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad discovery because “an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some

evidence to indicate company-wide violations”).

- j. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

37. My current contingent billing rate of \$850 per hour is consistent with my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

- a. In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455. I am a 14th year attorney, with most of my experience in class action litigation as a primary practice area. Having successfully briefed and argued a published appeal in the Ninth Circuit Court of Appeals involving CAFA and PAGA, having experience certifying large class actions (including *ABM Industries Overtime Cases*, which was decided on appeal), and having received numerous awards for my legal work, my hourly rate should be adjusted upward.
- b. On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District Court in Puerto Rico approved my \$850 hourly rate when he granted final approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).
- c. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved my \$800 hourly rate when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-

01066522-CU-OE-CXC.

- d. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District Court granted final approval of the \$1,600,000 class action settlement in *Carlos Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the Court approved my then \$750 hourly rate after finding it was “reasonable, given the qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)
- e. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior Court approved my previous \$750 hourly rate when he granted final approval of the class action settlement in *Faye Zhang v. Richemont North America, Inc.*, No. 19STCV32396.
- f. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court approved my then \$600 hourly rate and found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators.” (*Id.* at p. *10.)

38. Benjamin H. Haber is a sixth-year Associate Attorney at Wilshire Law Firm. His current hourly rate is \$650. He graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, and received his Juris Doctor from the University of California, Hastings College of the Law in 2016. During law school, he was a member of the executive board for the Hastings Law Journal and student mediator at the San Francisco Superior Court, Small Claims Division. Since graduating from law school, he has focused his legal work primarily on wage-and-hour litigation and has helped obtain dozens of settlements on behalf of tens of thousands of workers in California.

39. Arrash T. Fattahi is a second-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California and the Central and Southern Districts of California in January 2021. Arrash graduated from the University of California, Los Angeles,

1 with a Bachelor of Arts in Political Science, summa cum laude. He received his Juris Doctor from
2 The George Washington University Law School. During law school, he was a Notes Editor for the
3 Federal Circuit Bar Journal. Since January 2021, his practice has mainly been focused on wage
4 and hour class action litigation. His current contingent billing rate for this case is \$450 per hour.

5 40. Min Jee Kim is a paralegal at Wilshire Law Firm with eight years of experience
6 working at law firms, including over three years of experience working on class action cases. She
7 is a graduate of the University of California, San Diego with a Bachelor's of Arts degree in
8 Economics.

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

11 Executed on December 8, 2022, at Los Angeles, California.

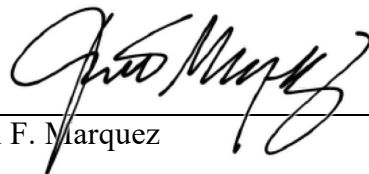
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13 
14 Justin F. Marquez

Exhibit 1

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

12/2/2022

Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Expert Fees					
	7/31/2021	2533	Mediation Fee	5,000.00	5,000.00
	2/15/2022	5576	Expert Fees	2,100.00	2,100.00
	6/29/2022	12232563	Expert Fees	69.35	69.35
Total Expert Fees				7,169.35	7,169.35
Legal Expenses					
	5/1/2021		PAGA Fee	75.00	75.00
	11/4/2021	845290822	Legal Research	12.74	12.74
	3/8/2022	845970981	Legal Research	224.23	224.23
	6/10/2022	846472397	Legal Research	3.69	3.69
	6/24/2022	7072D9F3-0004	Legal Research	123.58	123.58
	8/29/2022		Legal Research	83.33	83.33
	9/24/2022		Sacramento Superior Court Doc Retrieval	6.20	6.20
	9/27/2022		Sacramento Superior Court Doc Retrieval	4.00	4.00
	9/27/2022		LASC Doc Retrieval	17.40	17.40
	9/29/2022		Legal Research	83.33	83.33
	10/29/2022		Legal Research	83.33	83.33
Total Legal Expenses				716.83	716.83
Process Service Fees					
	4/30/2021	36385	Attorney Services	1,708.50	1,708.50
	5/4/2021	36485	Attorney Services	131.00	131.00
	5/5/2021	36486	Attorney Services	51.00	51.00
	5/11/2021	36535	Attorney Services	85.00	85.00
	5/21/2021	37015	Attorney Services	125.00	125.00
	6/22/2021	37715	Attorney Services	125.00	125.00
	1/4/2022	43360	Attorney Services	290.00	290.00
	4/11/2022	46366	Attorney Services	135.00	135.00
	4/18/2022	46724	Attorney Services	135.00	135.00
	5/6/2022	47306	Attorney Services	177.95	177.95
	5/23/2022	47704	Attorney Services	125.00	125.00
	7/14/2022	49066	Attorney Services	144.00	144.00
	8/3/2022	49477	Attorney Services	139.00	139.00
	10/4/2022	51249	Attorney Services	139.00	139.00
Total Process Service Fees				3,510.45	3,510.45
Other Costs					
	2/4/2022		Breakfast during mediation	54.48	54.48
	2/4/2022		Lunch during mediation	161.28	161.28
Total Other Costs				215.76	215.76
TOTAL				11,612.39	11,612.39