

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

Attorneys for PLAINTIFF NATALIE SANDOVAL
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—CENTRAL DISTRICT**

NATALIE SANDOVAL, on behalf of herself
and others similarly situated,

PLAINTIFF,

vs.

RX RELIEF; PRIDESTAFF, INC.; and DOES 1
to 100, inclusive,

DEFENDANTS.

Case No.: 21STCV19591

CLASS ACTION

*[Assigned for all purposes to the Hon. Thomas
D. Long, Dept. 48]*

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

*[Filed concurrently with Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement; Memorandum of
Points and Authorities; and [Proposed]
Order]*

Hearing Information:

Date: May 18, 2023

Time: 8:30 a.m.

Dept.: 48

Res ID: 460951818750

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3
4
5
6
7
8
9

10
11

12

13
14
15
16

17
18
19
20
21
22
23
24
25
26

27

1 5. On August 4, 2021, pursuant to Plaintiff's request, the Court dismissed the class
2 action allegations from the complaint due to Defendants' arbitration agreement and the case was
3 reassigned to the above captioned court.

4 6. On March 10, 2022, the Parties participated in a mediation session with Jeff Krivis,
5 Esq., an experience and well-regarded mediator. As a result of the mediation, the Parties reached a
6 class and PAGA settlement.

7 7. On December 9, 2022, pursuant to the terms of the Settlement, Plaintiff filed a First
8 Amended Complaint adding an alleging the following causes of action: (1) failure to pay wages for
9 all hours worked at minimum wage in violation of Labor Code sections 1194 and 1194; (2) failure
10 to pay all hours worked at the minimum wage in violation of Fair Labor Standards Act, 29 U.S.C.
11 section 206; (3) failure to pay overtime wages for overtime hours worked in violation of Labor
12 Code sections 510, and 1194; (4) failure to pay overtime wages in violation of Fair Labor Standards
13 Act U.S.C. section 207; (5) failure to authorize or permit meal periods in violation of Labor Code
14 sections 512 and 226.7; (6) failure to authorize rest periods in violation of Labor Code section
15 226.7; (7) failure to indemnify employees for employment-related losses and expenditures in
16 violation of Labor Code section 2802; (8) unlawful deductions in violation of Labor Code section
17 221; (9) failure to timely pay earned wages during employment in violation of Labor Code section
18 204; (10) failure to provide complete and accurate wages statements in violation of Labor Code
19 section 226; (11) failure to timely pay all earned wages and final paychecks due at time of
20 separation of employment in violation of Labor Code sections 201, 202, and 203; (12) unfair
21 business practices in violation of Business and Professions Code sections 17200, *et seq.*; (13) civil
22 penalties pursuant to California's Private Attorneys General Act, Labor Code Section 2698, *et seq.*
23 ("PAGA").

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

25 8. As a critical part of settlement negotiations, the Parties engaged in extensive
26 informal discovery exchange which included a 20% sampling of time cards during the Class Period;
27 as well as information regarding number of current and former hourly non-exempt employees;

1 number of workweeks; number of pay periods; average rate of pay; and Plaintiff's counsel's
2 analysis of both the aforementioned sample data and documentation. Defendants also provided
3 copies of their employee handbook and other relevant policy documents.

4 9. However, Plaintiff believes that her case is suitable for class certification in that she
5 believes there were company-wide policies that affected Defendants' employees which could be
6 established using representative testimony from class members, as well as the practices brought
7 forth in informal discovery. While Plaintiff asserts that this is a case for certification, Plaintiff also
8 realizes that there is always a significant risk associated with class certification and Defendants'
9 compelling defenses to this case discussed more fully below.

10 10. The Settlement was reached as a result of arm's-length negotiations facilitated by a
11 March 10, 2022 mediation with highly regarded and experienced wage and hour mediator Jeffrey
12 Krivis, Esq., and analysis by Plaintiff's counsel. The Settlement negotiations have been, at all
13 times, adversarial and non-collusive in nature. While Plaintiff believes in the merits of her case, she
14 also recognizes the inherent risks of litigation and understands the benefit of the Class receiving
15 settlement funds immediately as opposed to risking an unfavorable decision on class certification,
16 summary judgment, at trial and/or the damages awarded, and/or on an appeal that can take several
17 more years to litigate.

18 11. Based on the information informally produced by Defendants' during the Class
19 Period, Defendants employed approximately 1,400 Class Members (approximately 436 former
20 employees and 963 current employees) over the course of approximately 38,650 workweeks with
21 an average rate of pay of \$16.00/hour. Additionally, as employees of Defendants were paid
22 weekly, the number of pay periods and aggrieved employees is the same during the PAGA Period.
23 Based on our analysis, the maximum exposure for Plaintiff's claims were as follows:

24 12. With regard to Plaintiff's claims for Unpaid Wages under the California Labor
25 Code and the Fair Labor Standards Act, Plaintiff alleges that Defendants failed to pay for time
26 Class Members for all time worked due to Defendants' practice of rounding or shaving time at
27 Class Members' clock in and clock out to the nearest hour which operated to the detriment of

1 Plaintiff and the Class. Plaintiff alleged that she was required to write her scheduled shift times
2 instead of the times she was actually working. Based on Plaintiff's review of the sampling of time
3 data, Plaintiff estimates on average and at a maximum, Plaintiff and the Class were shorted an hour
4 per week as a result of Defendants' rounding. Therefore, Plaintiff estimated there were
5 approximately **\$618,400.00** in damages for unpaid wages [Calculated as follows: 38,650
6 workweeks x 1 hours off the clock work x \$16.00 avg. hourly rate = \$618,400.00.].

7 13. With regard to Plaintiff's Meal Break Claim, Plaintiff alleged that she and other
8 Class Members wrote down their scheduled meal period time even if that was not the exact time a
9 meal period was taken and therefore the times were rounded thereby resulting in short meal
10 periods. Further, Plaintiff alleged that on occasions where she and other Class Members worked
11 more than 10 hours in a day, they were not permitted to take a second uninterrupted meal period.
12 Based on these allegations, Plaintiff estimates that on average Class Members suffered from 2
13 meal period violations a week. Therefore, the maximum that Plaintiff could recover amounted to
14 approximately **\$1,236,800**. [Calculated as follows: 38,650 workweeks x \$16.00 average rate of
15 pay x 2 violations per week average = \$1,236,800.].

16 14. With regard to Plaintiff's Rest Break Claim, Plaintiff alleged that when she and
17 other Class Members worked shifts more than 10 hours in length, they were not permitted to take
18 a third uninterrupted and duty-free rest period. Plaintiff estimated that this occurred on average 2
19 times per week. Therefore, the maximum that Plaintiff could recover amounted to approximately
20 **\$1,236,800**. [Calculated as follows: 38,650 workweeks x \$16.00 average rate of pay x 2
21 violations per week average = \$1,236,800.].

22 15. With regard to Plaintiff's Reimbursement claim, the maximum that Plaintiff could
23 recover amounted to approximately **\$77,300** [Calculated as follows: \$2/week (for cell phone use) x
24 38,650 workweeks = \$77,300.]

25 16. With regards to Plaintiff's unlawful deductions claim, the statute provides that
26 employees who have their wages unlawfully deducted from are entitled to penalties in the amount
27 of \$100 for the initial pay period a violation occurs and \$200 for every subsequent violation. (See
28

1 Cal. Lab. Code § 225.5.) Therefore, Plaintiff estimates could recover amounted to approximately
2 **\$140,000**. [1,400 employees X \$100 initial penalty = \$140,000.].

3 17. With regard to Plaintiff's Wage Statement claim, the maximum that Plaintiff could
4 recover amounted to approximately **\$70,000**. [1,400 employees X \$50 initial penalty = \$70,000.]
5 Plaintiff alleged that derivative of the aforementioned violations, Defendants failed to provide
6 employees with wage statements which accurately stated the wages earned. However, Defendants
7 could argue that because this claim was derivative, the claim was subject to the below described
8 defenses. In addition, Defendants could likely argue that Plaintiff could not show that any
9 inaccuracy was based on a knowing and intentional failure—an element of a violation of Labor
10 Code section 226—or a violation of law in the manner required by Labor Code section 226.

11 18. With regard to Plaintiff's Waiting Time penalties claim, the maximum that Plaintiff
12 could recover amounted to approximately **\$1,674,240**. [436 former employees x 8 hours per
13 workday x \$16.00/hour average rate of pay x 30 days = \$1,674,240.] Defendants' alleged
14 violation of Labor Code section 221 (i.e., unlawful deductions) also results in waiting time
15 penalties for former employees. Because this claim was derivative, Defendants would likely argue
16 it was subject to the aforementioned defenses that the employees received wages for the time they
17 recorded and were provided legally required meal and rest periods. In addition, Defendants could
18 argue that Plaintiff could not show that any failure to pay wages was willful—an element of
19 Labor Code section 203—or a violation of law in the manner required by Labor Code sections
20 201 and 202.

21 19. Regarding Plaintiff's claims for the civil penalties associated with the foregoing
22 alleged violations of the Labor Code, Plaintiff's maximum recovery amounted to approximately
23 \$7,730,000. [38,650 pay periods X \$200 penalty (no stacking)= \$7,730,000]. It is more realistic to
24 assume that Defendants will only be found liable for an initial violation in the amount of \$100 for
25 each aggrieved employee, bringing the likely maximum recovery to approximately \$3,865,000.
26 Defendants would likely argue that PAGA penalties would be limited in any event. As discussed
27 in detail below, Defendants deny any liability. Moreover, Defendants would argue that even if

1 Plaintiff prevailed, the recoverable penalties under PAGA are minimal. Indeed, courts to consider
2 the issue have refused to “stack” PAGA penalties. *See Carrington v. Starbucks Corporation* (Cal.
3 Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving PAGA penalty
4 reduction to \$5 per pay period). Thus, the Parties contend the value of the PAGA claim if the case
5 proceeded to trial is approximately **\$193,250** (applying a lesser penalty of \$5 per pay period)

6 20. As such, Plaintiff’s maximum potential recovery in this matter, inclusive of PAGA
7 penalties, would amount to approximately \$5,246,790. The settlement reached in this matter was
8 \$500,000 or approximately 10% of maximum potential damages.

9 21. Defendants however maintained significant defenses to the above claims as
10 follows: with regard to Plaintiff’s claim for failure to pay for all hours worked at the minimum
11 and/or overtime rate of pay, Defendants would likely argue that their “rounding” practices for time
12 keeping and corresponding payment of wages were entirely lawful as they were neutral and do not
13 result in a loss of wages overall to the employees. Regarding Plaintiff’s argument that Defendants
14 failed to authorize or permit compliant meal and rest periods, Defendants would likely contend they
15 always provided employees timely meal and rest periods and they have compliant policies to
16 support such contentions. Further, Defendants could argue that the time records will show
17 compliant meal periods were taken. Regarding Plaintiff’s claims that Defendants failed to
18 indemnify employees for business expenses, Defendants would most likely argue that it did not
19 require class members to use their personal cell phone and to the extent they did incur costs for
20 these items, they did so voluntarily and unnecessarily. Based on the foregoing, Defendants likely
21 would conclude, wage statements were not required to be provided to Plaintiff and Class Members
22 and that at the time wages were paid out upon separation of employment, Defendants believed, in
23 good faith, that they were properly paying all wages to separating employees. In other words,
24 Defendants concluded, Plaintiff would not be able to establish the willful elements of their Labor
25 Code sections 226 or 203 claims. For these reasons, Defendants concluded, Plaintiff would not
26 likely prevail on her claims. Furthermore, Defendants would likely argue that with respect to the
27
28

1 PAGA claim, the Court has the discretion to lower penalties give, that it appears unlikely a court
2 would find that any violations were knowing or intentional.

3 22. This is a fair and reasonable result. Other substantial benefits also include that it is
4 a non-reversionary, non-claims made settlement, which distributes the Net Settlement Amount to
5 each Settlement Class Member who does not exclude themselves from the Settlement. An
6 Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number
7 of Workweeks worked by all Participating Class Members during the Class Period and (b)
8 multiplying the result by each Participating Class Member's Workweeks. (Settlement, § 3.2.4.).
9 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
10 Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA
11 Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
12 multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. (Stipulation, §
13 3.2.5.1.). For any Class Member whose Individual Class Payment check or Individual PAGA
14 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
15 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
16 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
17 California Code of Civil Procedure Section 384, subd. (b). (Stipulation, § 4.4.3.)

18 **EXPERIENCE OF CLASS COUNSEL:**

19 23. The attorneys at our office are experienced and qualified to evaluate the class claims
20 and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the
21 defenses. The partner of the firm who was lead counsel on this matter, Mr. Joseph Lavi, has been
22 practicing law for over 20 years. I have been practicing law for five years exclusively in the area of
23 employment law. Mr. Lavi, myself, and the other members of my firm, have almost exclusively
24 practiced in the area of labor and employment law. Mr. Lavi has handled numerous cases in all
25 aspects of employment and labor law, including state and federal class actions, including wrongful
26 termination, retaliation, and harassment actions. I have handled numerous wage and hour class
27 actions and representative actions. Mr. Lavi has tried both labor and employment cases in State and

1 Federal court, and has argued before various Court of Appeals, on employment issues such as
2 validity of Arbitration Agreements, Application of Res Judicata in class action cases as well as
3 other employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment
4 Law Continuing Legal Education Panels on issues of employment law trials, how to proceed and
5 conduct trials as well as proving and winning punitive damages. Mr. Lavi has also been named a
6 Southern California Super Lawyer in the area of Plaintiff's employment litigation- class action from
7 2011-2022. Mr. Lavi has been approved as class counsel by both federal and state Courts. Mr.
8 Lavi, myself, and the other attorneys at Lavi & Ebrahimian who are available to assist us in this
9 case if needed are fully capable of adequately and fairly representing Plaintiff and the proposed
10 class in this matter. Lavi & Ebrahimian, LLP, has been appointed Class Counsel in over fifty
11 contested proceedings including the following:

12 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court
13 Case No. BC343535;

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

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

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

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

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

24 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
25 05CECG02189;

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

- 1 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
2 Case No. BC342588;
- 3 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
4 BC374816;
- 5 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
6 BC378990;
- 7 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
8 District of California, Case No. CV07-3237-DDP (PLAX);
- 9 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
10 BC410322;
- 11 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
12 No. BC412315;
- 13 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
14 BC397208;
- 15 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
16 BC399431;
- 17 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
18 37-2009-00103626-CU-OE-CTL;
- 19 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
20 BC451148;
- 21 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
22 Central District of California, Case No. CV 10-8916 DDP (CWx);
- 23 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
24 Superior Court Case No. BC432406;
- 25 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
26 District of California, Case No CV-10-02315-JEM;
- 27 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
28

1 Court Case No. BC462603;

2 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
3 Court Case No. BC452570;

4 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
5 00366952-CU-OE-VTA;

6 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
7 No. BC421009;

8 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
9 1341987;

10 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
11 Case No. BC425708;

12 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
13 No. BC436879;

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

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

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

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

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

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

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

1 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
2 Case No. CV 10-0968-PSG-FMOX;
3 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
4 No. BC425799;
5 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
6 Court Case No. BC446744;
7 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
8 BC456420;
9 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District
10 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);
11 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
12 BC436793;
13 ll. *Santos v. Noble Management Group-California, LLC*, United States District
14 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)
15 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
16 Court Case No. 30-2011-00473505;
17 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court
18 Case No. BC436235;
19 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
20 BC451490;
21 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
22 RG10523946;
23 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
24 California, Case No. CV 11-09543 DSF (MRWx);
25 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
26 2011-00518396-CU-OE-CXC;
27 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
28

1 District of California, Case No. CV 10-0415 ODW (FMOx);

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

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

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

8 24. Mr. Lavi and I and the other attorneys at the firm made every effort to litigate this
9 action in an efficient and cost-effective manner. Given his years of experience, his trial and
10 appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work
11 by the hour, his current hourly rate would be \$925 per hour. My hourly rate would be \$575 per
12 hour. This rate is the firm's current billing rate and is supported by the extensive and specialized
13 experience in these types of cases and recognized expertise described. I have personal knowledge of
14 the hourly rates charged by other attorneys with comparable experience to both Mr. Lavi's and
15 mine. Based on that information, I believe that my rates are fully consistent with the market rate for
16 attorneys with comparable expertise, experience and qualifications. Based on the information I
17 have, I believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with
18 comparable expertise, experience, and qualifications.

19 25. The specific work performed by my firm in prosecuting this action has included, but
20 not been limited to: preparing the pleadings, extensive informal discovery exchange which included
21 wage statements, and time records; reviewing documents; analyzing the data; participating in
22 settlement negotiations; participating in a full-day mediation; negotiating, drafting, and reviewing
23 settlement agreement as well as drafting Motion for Preliminary Approval.

24 26. Our firm maintains all records regarding costs expended on each case. I have
25 reviewed the records of costs expended in this matter. According to our records, our firm has
26 incurred significant costs (including the mediation fee and filing fees collectively over \$14,000) in
27 this matter at this time and will likely incur additional costs to see this matter through final

1 judgment. This amount includes costs associated with the costs associated with filing of the papers
2 filed and responded to in this matter, service of process for the summons and complaint, and
3 mediation fees.

4 **CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED**

5 **SERVICE PAYMENT:**

6 27. It is imperative that Plaintiff obtain just compensation for the time, effort and risk
7 associated with his fiduciary duties as a class representative and named Plaintiff. I believe that the
8 named Plaintiff performed considerable services on behalf of the Class during the last 24 months,
9 since she searched for an attorney, collected and gathered the requested documents and information,
10 wage statements and/or pay stubs, met with us, made herself available each and every single time
11 that I called her in order to answer questions about Defendants' policies and procedures produced in
12 informal discovery or discussed during conversations with opposing counsel or raised in pleadings
13 filed in this matter. The named Plaintiff provided Class Counsel with factual information needed to
14 prepare the complaints. She collected relevant documents and provided those documents to Class
15 Counsel. She continued to be engaged in continued settlement negotiations that were ultimately
16 required to reach a settlement in this case. I believe that the service award request of \$7,500 to
17 Plaintiff as a service award is fair and reasonable. As such, the requested payment is warranted for
18 her time and effort when the class members are able to receive significant benefits for his efforts, as
19 well as the fact that she put herself at significant risk for liability for costs in this matter if
20 Defendants were the prevailing party in the litigation as well as for retaliation by other employers
21 who may discover and find it to be unappealing that she was class representative in a lawsuit against
22 Defendants, her former employers. At this point in the approval process, Plaintiff's requested
23 payment should be approved and allow the Class Members an opportunity to object to the requested
24 enhancement.

25 28. A true and correct copy of the Class and PAGA Action Settlement Agreement and
26 Release ("Settlement" or "Settlement Agreement") is hereto attached as **Exhibit 1.**

29. Attached as **Exhibit “A”** to the Class Action and PAGA Settlement Agreement is a true and correct copy of the proposed Class Notice.

30. On April 26, 2023, a copy of the Settlement was submitted via online submission to the LWDA. A true and correct copy of the LWDA's email confirmation of my upload of the Stipulation is hereto attached as **Exhibit 2.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of April 2022, at Beverly Hills, California.


Melissa A. Huether