

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Tel: (213) 488-6555
Fax: (213) 488-6554

Sean S. Vahdat (State Bar No. 239080)
LAW OFFICES OF SEAN S. VAHDAT & ASSOCIATES, APLC
1224 East Katella Avenue, Suite 211
Orange, CA 92867
Tel: (949) 496-2011
Fax: (949) 313-7088

Attorneys for Plaintiffs and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

RACHEL QUIJADA, as an individual and
on behalf of aggrieved employees,

Plaintiff,

vs.

EXTRA SPACE MANAGEMENT, INC.,
a Utah corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21CV385899

**DECLARATION OF SEAN S. VAHDAT IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: April 25, 2024
Time: 1:30 p.m.
Dept: 7

Complaint Filed: August 17, 2021
Trial Date: None

1 I, Sean S. Vahdat, declare as follows:

2 1. I am an individual over the age of 18. I am partner at the Law Offices of Sean
3 S. Vahdat, APLC. I am one of the attorneys of record for Plaintiff SASAN AZAR, (hereinafter
4 referred to as “Plaintiffs” or “Class Representatives”), who filed this Action on behalf of
5 themselves and all other aggrieved employees, present and former non-exempt employees of
6 Defendant, Extra Space Management, Inc. (“Defendant” or “Extra Space”) (hereinafter
7 collectively “the parties”). I submit this Declaration in support of Plaintiffs’ Unopposed Motion
8 for Approval of the Settlement and Release, which Plaintiffs filed along with the supporting
9 Memorandum of Points and Authorities, Exhibits and the proposed order. I have personal
10 knowledge of the facts set forth below, and if called to testify regarding them, I could and
11 would do so competently.

12 2. In an effort to avoid redundant declarations I am submitting this brief
13 Declaration in support of Plaintiffs’ Preliminary Approval Motion of the Joint Stipulation of
14 Class Action Settlement and Release. I have reviewed the Declaration of Kristen M. Agnew
15 and support the facts contained therein.

16 3. On July 7, 2021, Plaintiff SASAN AZAR (“Plaintiff AZAR”) submitted written
17 notice under Labor Code section 2699.3 to the California Labor and Workforce Development
18 Agency (“LWDA”) and Defendant, alleging that Defendant violated Labor Code sections 201,
19 202, 203, 226(a), 226.7, 510, 512, 558, 2802, 1194 (the “AZAR PAGA Notice”). *See* Exhibit 1
20 which is a true and correct copy of the LWDA notice letter.

21 4. On September 28, 2021, AZAR filed his complaint against Defendant in
22 Superior Court of the State of California County of Orange, case No. 30-2021-01223381 CU
23 OE CXC. *See* Exhibit 2, which is a true and correct copy of the said complaint. AZAR filed an
24 amended notice to LWDA and subsequently amend his complaint because the complaint
25 originally only named Extra Space Storage, which was the dba.

26 5. As a result of the Viking River Action, Defendant files a motion to compel
27 arbitration in the AZAR matter. On 12/02/2022 the court granted and denied in part Defendant’s
28 motion to compel arbitration. Specifically the court granted arbitration of the individual claims of

AZAR, and stayed representative actions pending the completion of arbitration of individual claims. On February 21, 2023 the AZAR Arbitration action commenced.

6. Given the risks inherent in litigation and the defenses asserted, I believe this Settlement to be fair, adequate, and reasonable and is in the best interests of the Settlement Class Members, and that it should be approved.

7. Furthermore, the LWDA has been provided notice of this motion and the PAGA settlement. Attached as Exhibit 3 is a true and correct copy of the Notice of this motion and the PAGA settlement to the LWDA.

8. I and my firm have a great deal of experience in wage and hour class action litigation. I have been certified and approved as class counsel in other wage/hour class actions, and I am currently litigating others before federal and state courts. Although not an all-inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this Action:

- a. ***West v. Iron Mountain Information Management, Inc, et. al.;***
Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Settlement for “binding arbitration.” Arbitration Award for Plaintiff Class. Arbitration Award confirmed.
- b. ***In re BCBG et al.;*** Orange County Superior Orange County Superior Court, Case No. JCCP Case No.: 4582. Wage and Hour Class Action seeking past wages for meal and rest period violations, overtime, split shift violations, failure to reimburse expenses for non-exempt employees employed by defendant in the state of California. Case settled, Final Approval granted, no objections and funds fully distributed.
- c. ***Sandoval v. Luxxotic Retail et al.;*** USDC Northern Division, Case

1 **No. 4:10-cy-05824.** Wage and Hour Class Action seeking past
2 wages for overtime, meal and rest breaks, misclassification. Case
3 settled, Final Approval granted, no objections and funds fully
4 distributed.

5 d. ***Archie v. No Ordinary Moments, Inc.;*** Riverside County Superior
6 Court, Case No. RIC 1216554. Wage and Hour Class Action
7 seeking past wages for overtime, meal and rest break violations,
8 reimbursement of expenses, failure to provide accurate paystubs.
9 Case settled, Final Approval granted, no objections and funds fully
10 distributed.

11 e. ***Ghafoori v. Bethesda Lutheran Communities et al.;*** Orange
12 county superior Court Case No., 30-2013-00639380 Wage and
13 Hour Class Action seeking reimbursement of meal and rest break
14 violations. Case settled, Final Approval granted, no objections and
15 funds distributed.

16 f. ***Meli v. Exxon Mobile et al.;*** USDC Central District, Case No.
17 SACV 09- 00485. Wage and Hour Class Action seeking past
18 wages for overtime, meal and rest break violations. Case settled,
19 Final Approval granted, no objections and funds fully distributed.

20 g. ***Carrion v. Anaheuser-Busch Inc. et al.;*** Los Angeles County
21 Superior Court, Case No. BC413225. Wage and Hour Class Action
22 seeking past wages for overtime, meal and rest break violations for
23 driver employees in the State of California. Case resolved in
24 Arbitration.

25 h. ***Martinez v. Opus Bank, et al.;*** Orange County Superior Court,
26 Case No. 30-2014-00745175 Wage and Hour Class Action seeking
27 past wages for meal and rest break violations. Final approval
28 granted, no objections and funds fully distributed.

i. ***Talamantes v. Child Development et al.;*** Riverside Superior

1 Court, Case No. MCC1300256. Wage and Hour Class Action
2 seeking past wages for Overtime, meal and rest break violations,
3 failure to indemnify expenditures. Final Approval granted, no
4 objections and currently awaiting distribution of funds.

5 j. **Kaelan v. Regis Corporation et al.**; Eastern District of California,
6 Case No. 2:14-cv-01408-KJM-DB. Wage and Hour Class Action
7 seeking past wages for failure to reimburse expenditures, unfair
8 competition, failure to timely pay wages. Case settled, Final
9 Approval granted, no objections and funds fully distributed.

10 k. **Ghafoori v. Vocational Visions, et al.**; Orange County Superior
11 Court, Case No. 30-2014-00732941-CU-OE-CXC Wage and Hour
12 Class Action seeking past wages for meal and rest break violations.
13 No objections and funds fully distributed.

14 l. **Silva v. Advance America Inc.; Orange County Superior**
15 **Court, Case No. JCCP 5019**; Wage and Hour Class Action
16 seeking past wages for labor code violations. No objections and
17 funds fully distributed.

18 m. **Posadas v. JPMorgan Chase Bank, et al.**; San Diego County
19 Superior Court, Case No. 37-2017-00013370-CU-OE-CTL Wage
20 and Hour Class Action seeking past wages for labor code
21 violations. No objections and funds fully distributed.

22 n. **Reed v. Chance Light, et al.**; Alameda Superior Court County,
23 Case No. RG20074169; PAGA action seeking past wages for labor
24 code violations. Case settled awaiting Preliminary Approval.

25 o. **Ellie v. Wayfinder Family Service, Inc.**; Los Angeles Superior
26 Court County, Case No. 20STCV08385; PAGA action seeking
27 past wages for labor code violations. Case settled awaiting
28 Preliminary Approval.

p. **McKee v. Legends et al.**; Orange County Superior Court, Case

No. 30-2018-01024729 PAGA and Class action seeking past wages for labor code violations. Settlement agreement pending Preliminary Approval.

q. **Prive v. The Boot Camp**; San Bernardino Superior Court, Case No. CIVDS1712280 Class action seeking past wages for labor code violations. No objections and funds fully distributed.

r. **Carone v. Jewish Home of the Aging, Inc**; Orange County Superior Court, Case No. 30-2020-01152256-CU-OE-CXC Class action seeking past wages for Labor Code Violations. No objections and funds fully distributed.

s. **Zepeda v. Broker Solutions**; Orange County Superior Court, Case No. 30-2019-01051868-CU-OE-CXC PAGA action seeking penalties for Labor Code Violations. Pending.

t. **Kingsley v. IKEA US Retail LLC.**; United States District Court Northern District of California. Case No. 20-CV-09327-WHO Class action seeking past wages for Labor Code Violations. Pending.

9. A review of my firm's detailed billing system reveals that to date, Class Counsel, on behalf of Plaintiffs and the Settlement Class Members, invested and will invest approximately 448.3 hours. Based on those hours, my office has incurred the following attorney lodestar hours of approximately \$330,060.00 in fees, broken down as follows: my rate of \$750 x 141.50 hours = \$127,350.00; This is in addition to the hours expended by Co-Counsels with Diversity Law Group. My firm's hours are attached to my Declaration as Exhibit 4.

10. The hourly rate for me on this case, is respectfully submitted as reasonable rates in line with comparable hourly rates charged by other firms that handle complex litigation in California. Numerous California firms provided their hourly billing rates in connection with a survey conducted by the National Law Journal. Of these California law firms, ten regularly charge hourly rates of \$660, \$795, \$850, and even \$980 per hour. (A true and correct copy of

1 this National Law Journal 2011 survey is attached hereto as Exhibit 5). I have been approved at
2 \$750.00 by other courts for wage and hour representative actions.

3 11. Law Offices of Sean S. Vahdat APLC expanded a total of \$5,570.21 in litigation
4 costs (A true and correct copy of my firm's cost invoice is attached hereto as Exhibit 6 to my
5 declaration.

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

8 Executed on this 6th day of March 2024, at Los Angeles, California.

9
10
11 

12 _____
Sean Sasan Vahdat, Esq.

EXHIBIT 1

LAW OFFICES OF SEAN S. VAHDAT
&
ASSOCIATES, APLC



1224 East Katella Ave. Suite 211, Orange California 92867
TELEPHONE (949) 496-2011; FACSIMILE (949) 313-7088

July 7, 2021

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

Extra Space Storage, Inc.
Agent for Service of Process:
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Extra Space Storage, Inc.
2795 East Cottonwood Parkway #400
Salt Lake City, Utah 84121

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Sasan Azar, individually and on behalf of all others similarly situated and representative, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by electronic means to the Labor Workforce Development Agency, and certified mail to Extra Space Storage, Inc., and it's agent for service of process in California, CT Corporation System.

Plaintiff hereby attaches a copy of the Complaint to be filed in Orange County Superior Court. All labor provisions in the Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'S.V.', is positioned below the closing 'Very Truly Yours,'.

Sean S. Vahdat
Enclosure: Complaint

EXHIBIT 2

LAW OFFICES OF SEAN S. VAHDAT & ASSOCIATES, APLC
SEAN S. VAHDAT SBN 239080
1224 East Katella Avenue, Suite 211
Orange, CA 92867
Telephone: (949) 496-2011
Facsimile: (949) 313-7088
sean@vahdatlaw.com

Assigned for all Purposes
Judge Glenda Sanders

CX-101

Attorneys for Plaintiff Sasan Azar
individually and on behalf of the general public as private attorneys general

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

**SASAN AZAR, individually and
on behalf of the general Public as Private
Attorneys General,**

Plaintiffs,

v.

**EXTRA SPACE STORAGE, INC., a
Maryland Corporation; and DOES 1
through 50, inclusive,**

Defendants.

Case No.: 30-2021-01223381-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

**Violation of the Private Attorneys
General Act of 2004, Cal. Lab. Code §
2698, et seq.**

Plaintiff, Sasan Azar (hereinafter "Plaintiff"), individually, and on behalf of the general public as private attorneys general and all other aggrieved employees, by and through his attorneys, hereby brings this Representative Action Complaint against Defendant Extra Space Storage, Inc., (hereinafter referred to as "Defendant" or ("ESS"), as follows

I. INTRODUCTION

1. This is a representative action for recovery of civil penalties only under the Private Attorneys General Act of 2004 ("PAGA") codified by California Labor Code sections 2698, et seq. The PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and

1 all other current and former aggrieved employees to recover civil penalties and address an employer's
2 violations of the California Labor Code.

3 2. In this case, Defendant violated various provisions of the California Labor Code and Industrial
4 Welfare Commission ("IWC") Wage Orders. Specifically, ESS maintained and implemented policies and
5 practices which result in the failure to authorize and permit paid rest periods under section 226.7 and the
6 applicable wage order; failure to provide Meal breaks in violation of Labor code 512; failure to pay all
7 wages owed upon separation under sections 201, 202, 203 and 204; failure to provide accurate, itemized
8 wage statements under section 226; failure to pay minimum wages and overtime wages under sections
9 510 and 1194; failure to reimburse necessary expenditure under Section 2802; and violation of Private
10 Attorneys General Act of 2004, Labor Code § 2698, et seq.

11 3. Plaintiff was employed with ESS from approximately January or February of 2020 to
12 approximately February 18, 2021 as a non-exempt assistant manager. Plaintiff brings this action on behalf
13 of himself and all other aggrieved employees employed by ESS as an assistant manager, and any other
14 non-exempt employee in California (the "Aggrieved Employees").

15 **II. JURISDICTION AND VENUE**

16 4. This Court has jurisdiction over this action pursuant to California Constitution Article VI,
17 Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by
18 statute to other trial courts."

19 5. This Court has subject matter jurisdiction over this action pursuant to Code of Civil
20 Procedure section 410.10.

21 6. This Court has personal jurisdiction over Defendant in that Defendant had sufficient
22 minimum contacts with the State of California so as to render the exercise of jurisdiction over Defendant
23 by the California courts consistent with traditional notions of fair play and substantial justice.

24 7. Venue is proper in this judicial district pursuant to Code of Civil Procedure section 395.5
25 because Defendant conducts business and commits Labor Code violations in Orange County, and
26 Defendant employs numerous employees in Orange County, California.

27 8. On or about July 7, 2021, Plaintiff complied with the notice requirements pursuant to
28

1 California Labor Code § 2699.3 and gave written notice via online filing and certified mail of the
2 specific provisions alleged to have been violated to the Labor and Workforce Development Agency
3 (“LWDA”) and Defendant. A true and correct copy of the notice is attached hereto as **Exhibit A** and
4 incorporated herein by reference.

5 9. Sixty-five (65) days has passed since Plaintiff provided written notice required by Labor
6 Code § 2699.3. Therefore, Plaintiff may commence a civil action pursuant to Labor Code § 269.3(a)(1)-
7 (2).

8 **III. THE PARTIES**

9 10. Plaintiff is a resident of California and was employed by ESS from on or about January
10 or February of 2020 to approximately February 18, 2021 as an assistant manager, at various locations
11 throughout Orange County, California.

12 11. Defendant ESS is a Maryland Corporation registered to do business in California, and at
13 all times relevant herein conducted and continues to conduct substantial and regular business throughout
14 the state of California.

15 12. ESS is in the business of providing storage space for it’s customers and has locations
16 throughout the State of California.

17 13. The true names and capacities of Defendants, whether individual, corporate, associate, or
18 otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who
19 therefore sues such Defendants by such fictitious names under Code of Civil Procedure section 474.
20 Plaintiff is informed and believes, and based thereon alleges that each of the Defendants designated
21 herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
22 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
23 Defendants designated hereinafter as DOES when such identities become known.

24 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in
25 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
26 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
27 attributable to the other Defendants.
28

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

IV. FACTUAL ALLEGATIONS

15. At all times during the liability period, ESS has conducted business by providing Storage space throughout the State of California.

16. Plaintiff was employed by Defendant from January or February of 2020 to approximately February 18, 2021, as an assistant manager at various locations throughout Orange County California.

17. Plaintiff work(ed) in non-exempt position, as an assistant manager. The purported aggrieved employees Plaintiff will represent were are also employed in non-exempt positions.

18. Plaintiff is informed and believes, and based thereon alleges, Defendant currently employs and during the relevant period has employed hundreds of employees in the State of California in non-exempt positions, similar to Plaintiff.

19. Plaintiff is, and at all times pertinent hereto, has been a non-exempt employee within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders.

20. Plaintiff is informed and believes, and based thereon alleges, that non-exempt employees are compensated by an hourly rate and upon information and belief, these employees have not been paid wages for all hours worked.

21. In addition, on information and belief ESS did not compensate Plaintiff during hours that he performed labor while off the clock.

22. In addition, on information and belief Defendant failed to pay Plaintiff overtime for all overtime hours.

23. In addition, on information and belief Defendant failed to reimburse Plaintiff for business expenditures, such the use of Plaintiff's personal vehicle, and cellular phone for the benefit of Defendant.

24. In addition, as a result of ESS' policies, as well as productivity requirements and work schedules implemented and enforced by ESS, Plaintiff was often unable to take a lawful net-ten-minute rest period for every four hours worked or major fraction thereof, and/or lawful 30 minuet meal breaks for work period of more than five hours per day.

1 25. On information and belief, ESS did not relieve Plaintiff of all duties during meal and rest
2 periods nor did it relinquish control over how Plaintiff spent his meal and rest break time.

3 26. Plaintiff was not paid one additional hour of pay at the employee's regular rate of pay for
4 each workday that the meal and/or rest period was not provided.

5 27. On information and belief, Defendant knew or should have known that it is improper and
6 unlawful to commit the following acts:

- 7 a. failing to authorize and permit a paid ten-minute rest period for every four hours worked
8 or a major fraction thereof;
- 9 b. failing to authorize and permit a lawful 30 minute meal break for work period of more than
10 five hours per day;
- 11 c. failing to compensate employees with one (1) hour of pay at the regular rate of
12 compensation for each workday that a legally compliant meal or rest period was not
13 provided;
- 14 d. failing to reimburse business expenditures;
- 15 e. failing to pay all wages due and owing upon separation from Defendant's employ;
- 16 f. failing to provide accurate, itemized wage statements; and
- 17 g. failure to pay minimum and overtime wages.

18 28. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was advised
19 by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements
20 of California's wage and employment laws. Accordingly, Plaintiff is informed and believes that such
21 violations during the liability periods were willful and deliberate.

22 **V. CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **Violation of Private Attorneys General Act of 2004, Labor Code § 2698, Et Seq.**

25 (Against all Defendants)

26 29. Plaintiff incorporates the above allegations as if fully set forth herein.

27 30. Pursuant to California Labor Code § 2699.3,

28

1 (a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of
2 Section 2699 alleging a violation of any provision listed in Section 2699.5 shall
commence only after the following requirements have been met:

3 (1) (A) The aggrieved employee or representative shall give written notice by
4 online filing with the Labor and Workforce Development Agency and by certified
5 mail to the employer of the specific provisions of this code alleged to have been
violated, including the facts and theories to support the alleged violation.

6 (2) (A) The agency shall notify the employer and the aggrieved employee or
7 representative by certified mail that it does not intend to investigate the alleged
8 violation within 60 calendar days of the postmark date of the notice received
9 pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
10 within 65 calendar days of the postmark date of the notice given pursuant to
11 paragraph (1), the aggrieved employee may commence a civil action pursuant to
12 Section 2699.

13 31. On or about July 7, 2021, Plaintiff complied with the notice requirements pursuant to
14 California Labor Code § 2699.3 and gave written notice via online filing and certified mail of the
15 specific provisions alleged to have been violated to the Labor and Workforce Development Agency
16 (“LWDA”) and Defendant. A true and correct copy of the notice is attached hereto as **Exhibit A** and
17 incorporated herein by reference.

18 32. Sixty-five (65) days has passed since Plaintiff provided written notice required by Labor
19 Code § 2699.3. Therefore, Plaintiff may commence a civil action pursuant to Labor Code § 269.3(a)(1)-
20 (2).

21 33. Plaintiff is an aggrieved employee as defined in Labor Code § 2699(c). Plaintiff brings
22 this action on her own behalf and on behalf of other Aggrieved Employees.

23 34. Plaintiff regularly worked in excess of four hours or major fraction thereof a day without
24 being provided a rest period of not less than 10 minutes in which he was relieved of all duties, as
25 required by California Labor Code §§ 226.7 and Wage Order No. 7-2001. Similarly Plaintiff was not
26 provided with a lawful 30 minuet meal break, in violation of California Labor Code §§ 512 and Wage
27 Order No. 7-2001.

28 35. As a consequence of being short staffed, work schedules, and the responsibilities
implemented and enforced by ESS, Plaintiff was often unable to take lawful net-ten-minute rest periods
and lawful 30 minuet meal breaks for every five hours worked. For the same reasons, upon information

1 and belief meal breaks were also interrupted, cut short, taken late. As a result of violations of California
2 Labor Code § 226.7; 512, and Wage Order No. 7-2001, ESS is liable for **civil penalties** pursuant to
3 California Labor Code § 2698 *et seq.*

4 36. Defendant has violated California Labor Code §§ 510, 1194 and IWC Wage Order 7-
5 2001 by willfully failing to pay for all hours worked, including hourly wages for Off-the-clock work.
6 Specifically Plaintiff performed labor off the clock when he would have to obtain store keys from a
7 storage unit, and to place the store keys back into the storage unit after having already clocked out. Also
8 by allowing Plaintiff to work through meal and rest periods Defendant failed to pay hourly wages,
9 including minimum and overtime wages earned. In addition, the Aggrieved Employees are entitled to
10 liquidated damages equal to unlawfully unpaid minimum wages with interest pursuant to Labor Code §
11 1194.2. As a result of violations of California Labor Code § 510, 1194 and Wage Order No. 7-2001,
12 ESS is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

13 37. Defendant has violated California Labor Code §§ 201, 202 and 204 by willfully failing to
14 pay all compensation due and owing to Plaintiff at the time employment was terminated. Defendant
15 failed to pay Plaintiff all compensation due upon termination of employment as required under
16 California Labor Code §§ 201 and 202, including meal and rest period premium pay, overtime pay,
17 minimum wage payments, and bonuses. Accordingly, Defendant has violated California Labor Code §§
18 201, 202, 203, and 204, Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

19 38. Defendant has violated California Labor Code §§ 2802 by failing to reimburse Plaintiff
20 for business expenditures for the use of his personal vehicle and his cellular phone for the benefit of
21 ESS' business. Specifically Plaintiff would have to use his personal cellular phone to find other Storage
22 Locations for customers, and he would have to use his personal vehicle to make bank deposits, and to go
23 to different locations of ESS.

24 39. Defendant has violated Labor Code § 226(a) by willfully failing to furnish Plaintiff with
25 accurate, itemized wage statements showing the actual hours worked. As described above, Defendant
26 deliberately failed to pay wages for all hours worked, for the business expenses, failed to apply the
27 commission/bonus earnings to the overtime rate and failed to pay rest and meal period premiums, and,
28

1 therefore, knew or should have known that the wage statements were inaccurate. As a result of
2 violations of California Labor Code § 226(a), Defendant is liable for civil penalties pursuant to
3 California Labor Code § 2698 *et seq.*

4 40. Labor Code § 558 provides:

5
6 “An employer or other person acting on behalf of an employer who violates, or causes to
7 be violated, a section of this chapter or any provision regulating hours and days of work in
8 any order of the Industrial Welfare Commission shall be subject to a civil penalty as
9 follows:

10 “(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
11 period for which the employee was underpaid in addition to an amount sufficient to recover
12 underpaid wages.

13 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
14 for each pay period for which the employee was underpaid in addition to an amount
15 sufficient to recovery underpaid wages.”

16 Plaintiff is not claiming any wages under Labor Code § 558.

17 41. Labor Code § 2699(f) provides:

18 (f) For all provisions of this code except those for which a civil penalty is specifically
19 provided, there is established a civil penalty for a violation of these provisions, as follows:

20 (1) If, at the time of the alleged violation, the person does not employ one or more
21 employees, the civil penalty is five hundred dollars (\$500).

22 (2) If, at the time of the alleged violation, the person employs one or more employees, the
23 civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for
24 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay
25 period for each subsequent violation.

26 42. As a direct and proximate result of Defendant’s conduct as alleged above, Plaintiff and
27 the Aggrieved Employees are entitled to a civil penalty of at least fifty dollars (\$50) for the initial pay
28 period, and at least one hundred dollars (\$100) for each subsequent pay period for which Defendant
violated the Labor Code and applicable Wage Order as alleged herein.

1 43. Pursuant to Labor Code § 2698, *et seq.*, Plaintiff seeks to recover civil penalties only as
2 prescribed by the Labor Code Private Attorneys General Act of 2004 as the representative of the State of
3 California for the illegal conduct perpetrated on Plaintiff and the Aggrieved Employees.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands a jury trial on issues triable to a jury.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment as follows:

- 8 1. For recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of
9 2004, Labor Code § 2698, *et seq.*;
- 10 2. An award of penalties, attorneys' fees and costs of suit, as allowable under the law, including, but
11 not limited to, pursuant to Labor Code sections 2698, *et seq.*; and
- 12 3. For such other and further relief as the Court deems just and proper.

13
14
15 Dated: September 23, 2021

Respectfully submitted,

16 **LAW OFFICES OF SEAN S. VAHDAT**
17 **& ASSOCIATES APLC**

18 

19 _____
20 Sean S. Vahdat, Esq.
21 Attorneys for Plaintiffs and Members
22 of the General Public
23
24
25
26
27
28

EXHIBIT 3

Thank you for your Proposed Settlement Submission

From: DIR PAGA Unit (lwdadonotreply@dir.ca.gov)

To: sean@vahdatlaw.com

Date: Wednesday, March 6, 2024, 01:35 PM PST

03/06/2024 01:34:35 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

Sean S. Vahdat Loadstar Hours Re: AZAR/QUIJADA v. Extra Space Management

June 2021-January 2024

Interview Client
Research Defendant
Draft Summons Complaint PAGA
LWDA Notice
Conference Calls With Defense
Amended Notice LWDA
Amended Complaint
DOE Amendment
Review Answer
Request For Admissions
Request For Production
Interrogatories
Joint CMC statement
Joint Status Reports
Joint Statement
CMC
Opposition to Motion to Compel Arb
Review Quijada Opposition and Court Ruling
Motion Hearing prep & Appear
Informal Discovery Request
SC Statements
Conferences with Quijada Counsel
Demand For Arbitration
Declaration Fee Waiver
First Amended Representative Action Review
JPA
Initial Disclosure
Mediation Prep
Expert Conf Calls
Settlement Review
Motion For Approval
Request For Dismissal
Notices/Declarations/ etc.
Review All Co-Counsel Documents
Final Approval Hearing Pending
Future Events Pending
Emails/Calls = Defense Counsels, Client, Co-Counsels

Total Hours Approximately: 118 x \$750 = \$88,500.00

EXHIBIT 5

2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Andrews Kurth	Houston	355										
Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis	527	\$311	\$310	\$595	\$250	\$357	\$345	\$315	\$160	\$228	\$225
Best, Best & Krieger	Riverside, CA	195	\$358	\$360	\$575	\$275	\$417	\$420	\$375	\$205	\$265	\$240
Bingham McCutchen	Boston	901										
Briggs and Morgan	Minneapolis	185			\$625	\$325			\$305	\$230		
Broad and Cassel	Orlando	160	\$377	\$350	\$575	\$295	\$435	\$395	\$350	\$180	\$265	\$265
Bryan Cave	St. Louis	908	\$475	\$460	\$795	\$375	\$565	\$553	\$540	\$200	\$356	\$360
Butzel Long	Detroit	176			\$700	\$325	\$440		\$425	\$225	\$274	
Cadwalader, Wickersham & Taft	New York	481										
Carlton Fields	Tampa	270	\$397	\$400	\$815	\$320	\$470	\$470	\$380	\$195	\$262	\$265
Cozen O'Connor	Philadelphia	504	\$439	\$410	\$900	\$305	\$510	\$490	\$550	\$225	\$330	\$330
Day Pitney	Parsippany	324	\$447	\$450	\$960	\$380	\$537	\$525	\$470	\$235	\$317	\$315
Dickinson Wright	Detroit	229			\$600	\$325			\$320	\$200		
Dickstein Shapiro	Washington	335	\$560	\$550	\$1,000	\$540	\$680	\$670	\$545	\$225	\$435	\$465
Dinsmore &	Cincinnati		\$308	\$295	\$630	\$150	\$373	\$370	\$310	\$130	\$217	\$220

2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Shohl		407										
DLA Piper	New York	3,348	\$585	\$615	\$1,120	\$530	\$747	\$730	\$730	\$320	\$508	\$510
Dorsey & Whitney	Minneapolis	567	\$426	\$405	\$810	\$295	\$526	\$525	\$465	\$190	\$294	\$275
Duane Morris	Philadelphia	629	\$503	\$500	\$875	\$375	\$575	\$570	\$530	\$225	\$365	\$365
Dykema Gossett	Detroit	333	\$406	\$400	\$665	\$310	\$482	\$485	\$395	\$260	\$309	\$305
Epstein Becker & Green	New York	300	\$428	\$425	\$850	\$350	\$519	\$500	\$550	\$195	\$341	\$325
Fitzpatrick, Cella, Harper & Scinto	New York	168			\$730	\$460		\$525	\$440	\$275		\$325
Ford & Harrison	Atlanta	173										
Fox Rothschild	Philadelphia	450	\$413	\$420	\$725	\$325	\$486	\$483	\$455	\$190	\$297	\$295
Frost Brown Todd	Cincinnati	401	\$296	\$295	\$515	\$205	\$340	\$340	\$265	\$150	\$200	\$200
Gardere Wynne Sewell	Dallas	265	\$435	\$450	\$815	\$380	\$550	\$550	\$500	\$225	\$325	\$320
Gibbons	Newark	199	\$505	\$450	\$725	\$400	\$563	\$505	\$475	\$285	\$380	\$320
Harris Beach	Rochester	176			\$390	\$275			\$260	\$160		
Hiscock & Barclay	Syracuse	174	\$269	\$240	\$750	\$195	\$304	\$265	\$350	\$150	\$207	\$195
Hodgson Russ	Buffalo	199			\$685	\$240	\$378	\$360	\$420	\$180	\$234	\$225
Holland & Knight	Washington	910	\$445	\$455	\$895	\$300	\$530	\$520	\$495	\$175	\$295	\$290

2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Hughes Hubbard & Reed	New York	300	\$633	\$615	\$990	\$625	\$828	\$800	\$695	\$270	\$533	\$510
Hunton & Williams	Richmond	855										
Husch Blackwell	St. Louis	551	\$341	\$340	\$850	\$225	\$395	\$390	\$425	\$175	\$226	\$210
Jackson Kelly	Charleston, WV	170	\$275	\$275	\$505	\$255	\$319	\$325	\$260	\$155	\$208	\$205
Jackson Lewis	White Plains	614										
Kaye Scholer	New York	425	\$661	\$665	\$1,080	\$685	\$831	\$835	\$705	\$310	\$519	\$525
Kelley Drye & Warren	New York	321	\$474	\$400	\$925	\$480	\$634	\$645	\$595	\$275	\$425	\$420
Knobbe Martens Olson & Bear	Irvine	268	\$439	\$415	\$735	\$415	\$525	\$500	\$495	\$295	\$346	\$345
Lane Powell	Seattle	180	\$405	\$425	\$645	\$340	\$460	\$450	\$360	\$225	\$295	\$285
Latham & Watkins	New York	1,931										
Lathrop & Gage	Kansas City, MO	281	\$337	\$340	\$735	\$275	\$390	\$390	\$410	\$205	\$246	\$245
Lewis, Rice & Fingersh	St. Louis	162	\$275		\$470	\$270			\$320	\$150		
Lowenstein Sandler	Roseland, NJ	249	\$478	\$480	\$895	\$435	\$613	\$595	\$660	\$250	\$400	\$390
Manatt, Phelps & Phillips	Los Angeles	322	\$602	\$620	\$850	\$540	\$676	\$670	\$550	\$215	\$464	\$500
McElroy, Deutsch,	Morristown, NJ	272	\$245	\$275	\$575	\$295	\$350	\$375	\$325	\$185	\$250	\$235

2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Mulvaney & Carpenter												
McKenna Long & Aldridge	Atlanta	425	\$472	\$455	\$800	\$405	\$562	\$540	\$510	\$215	\$374	\$375
Michael Best & Friedrich	Milwaukee	208	\$321	\$310	\$650	\$245	\$413		\$310	\$205	\$241	
Miller & Martin	Chattanooga	184	\$313	\$325	\$610	\$240	\$369	\$375	\$275	\$185	\$215	\$215
Nelson Mullins Riley & Scarborough	Columbia, SC	399	\$318	\$310	\$850	\$220	\$412	\$400	\$350	\$170	\$255	\$250
Nexsen Pruet	Columbia, SC	178			\$550	\$235			\$265	\$170		
Orrick, Herrington & Sutcliffe	San Francisco	1,022										
Patton Boggs	Washington	512	\$546	\$540	\$990	\$410	\$659	\$645	\$570	\$240	\$410	\$415
Pepper Hamilton	Philadelphia	459			\$825	\$380	\$557		\$460	\$235	\$344	
Perkins Coie	Seattle	693	\$462		\$875	\$285	\$550	\$545	\$590	\$215	\$368	
Phelps Dunbar	New Orleans	280	\$236	\$225	\$465	\$190	\$281	\$275	\$245	\$150	\$189	\$190
Polsinelli Shughart	Kansas City, MO	466			\$630	\$275			\$335	\$205		
Reed Smith	Pittsburgh	1,449										
Saul Ewing	Philadelphia	220	\$431	\$450	\$750	\$350	\$502	\$490	\$495	\$245	\$326	\$300
Schulte Roth	New York		\$615	\$630	\$935	\$770	\$846	\$840	\$675	\$285	\$608	\$580



2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

[illegible]

2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Winstead	Dallas	265	\$406		\$680	\$365	\$477		\$410	\$215	\$301	
Winston & Strawn	Chicago	868	\$557	\$550	\$1,130	\$580	\$713	\$700	\$600	\$350	\$464	\$418
Wyatt, Tarrant & Combs	Louisville	181	\$312	\$350	\$500	\$240	\$325	\$375	\$275	\$180	\$220	\$235

EXHIBIT 6

AZAR v. EXTRA SPACE MANAGEMENT, INC. COST LEDGER

COST	DATE	EVENT	Vendor	Reimburse
\$16.30	7/7/21	Certified Mail	Post Office	Pending
\$75.00	7/7/21	LWDA Notice	LWDA	Pending
\$1,510.25	10/4/21	Court Filing Fee	DDS	Pending
\$101.10	10/19/21	Service of Proc	DDS	Pending
\$7.50	1/10/22	View Docket	OcJustice.ocourt	Pending
\$95.00	2/22/22	Court Call	Court Call LLC	Pending
\$12.10	4/10/22	Filing Fee	DDS	Pending
\$24.40	12/4/22	Filing Fee	DDS	Pending
\$8.36	1/10/22	Certified Mail	Post Office	Pending
\$198.00	8/15/23	Mediation	Judicate West	Pending
\$2,130.00	7/12/23	Mediation	Judicate West	Pending
\$1,380.00	8/29/23	Expert Fee	Berger Consult	Pending
\$12.20	01/11/24	Request for Dismissal	OC Courts	Pending

Total: \$5,570.21