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Attorneys for Plaintiff

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

GREGORY KNOP, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

PEAK TECHNOLOGY ENTERPRISES,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21CV376019
(*consolidated with Case No.*
21CV386575)

Honorable Charles F. Adams
Department 7

CLASS ACTION

**DECLARATION OF VARTAN
MADOYAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: April 30, 2026
Time: 1:30 p.m.
Department: 7
Reservation ID: Set by Court Order

Complaint Filed: February 9, 2021
FAC Filed: March 16, 2021
Trial Date: None Set

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Gregory Knop ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

THE PROPOSED SETTLEMENT

2. The Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") was entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

3. The Settlement provides for a Gross Settlement Amount of \$300,000.00 to be paid in three (3) equal installments of \$100,000 according to the payment schedule outlined in the Settlement Agreement. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees of up to \$105,000.00 (if the Gross Settlement Amount remains \$300,000.00), actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, the final amount to be determined at the time of Preliminary Approval as supported by declaration and which are currently estimated to be \$13,005.75 ("Attorneys' Fees and Costs"), Enhancement Payment to Plaintiff of \$7,500.00, Settlement Administration Costs to the Settlement Administrator not to exceed \$7,650.00, and the PAGA Amount of \$50,000.00. The Net Settlement Amount that will be available for distribution to Settlement Class Member is currently estimated to be \$116,844.25. Additionally, 25% of the PAGA Amount (i.e., PAGA Employee Amount), which is \$12,500.00 out of \$50,000.00, will be distributed to the PAGA Employees, for their respective portion of the PAGA Employee Amount. The Gross Settlement Amount will be fully distributed in accordance with the terms of the

1 Settlement and there is no reversion to Defendant.

2 4. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
3 in an amount of up to 35% of the Gross Settlement Amount (i.e., \$105,000.00, if the Gross
4 Settlement Amount remains \$300,000.00) and actual costs and expenses associated with Class
5 Counsel's litigation and settlement of the Actions, the final amount to be determined at the time of
6 Preliminary Approval as supported by declaration, which will be paid out of the Gross Settlement
7 Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of
8 the risks and costs of litigation and will not receive any compensation until recovery is obtained.

9 5. The Settlement Agreement provides for payment of up to \$7,500.00 to Plaintiff as
10 an Enhancement Payment, to be paid out of the Gross Settlement Amount subject to approval by
11 the Court. Plaintiff spent considerable time and effort to produce relevant documents and past
12 employment records and to provide the facts and evidence necessary to attempt to prove the
13 allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain
14 information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to
15 receive an Enhancement Payment, in addition to his individual settlement payment, for his services
16 on behalf of the Class, PAGA Employees, and the State of California.

17 6. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement
18 Administrator") to handle the notice and settlement administration process. The Parties
19 respectfully request that the Court appoint ILYM to handle these procedures and serve as the
20 Settlement Administrator. Defendant will provide the Settlement Administrator with the Class List,
21 and the Settlement Administrator will calculate each Class Member's estimated share of the Net
22 Settlement Amount ("Individual Settlement Share") and each PAGA Employee's estimated pro
23 rata share of the 25% portion of the PAGA Amount. The Settlement Administrator will be
24 responsible for printing, distributing, and tracking Class Notices and other documents for the
25 Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and
26 W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing
27 necessary reports and declarations, transmitting funds representing uncashed checks after the void
28 date to the Greg E. Knoll Justice Gap Fund ("Proposed *Cy Pres* Recipient"), and other duties and

responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to exceed \$7,650.00 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

7. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit that amount into the settlement fund in addition to the Gross Settlement Amount. Each Settlement Class Member's Individual Settlement Share will be allocated 20% to wages and 80% to penalties, interest, and fees. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

8. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

9. Edwin Aiwarzian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During

1 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
2 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
3 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
4 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
5 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
6 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
7 or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively
8 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
9 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
10 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over
11 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
12 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
13 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
14 involving the executive, administrative, and other overtime exemptions to the State of California
15 and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC
16 has successfully obtained class certification by contested motion practice in approximately sixteen
17 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

18 10. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He
19 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
20 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
21 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
22 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
23 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
24 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth
25 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before
26 all courts of the State of California and all United States District Courts in the State of California.
27 He has worked on many wage-and-hour class action and representative action cases, taking the
28 lead in taking and defending depositions, arguing motions, and attending mediations. He has

1 played an integral role in preparing matters for class certification, including and not limited to,
2 successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
3 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
4 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
5 No. RG13680477). Under his supervision, dozens of class action or representative action cases
6 have resulted in settlements that have been granted court approval. He has handled over one
7 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
8 action or representative action cases which have resulted in settlement.

9 11. Joanna Ghosh is a Senior Partner and Managing Member of Lawyers *for* Justice,
10 PC. She received a Bachelor of Arts degree from California State University, Los Angeles in
11 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris
12 Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in
13 California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S.
14 District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and
15 the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully
16 handled motion practice in class action cases regarding discovery (including and not limited to,
17 regarding class contact information), class certification (both contested class certification and
18 stipulated class certification), arbitration agreements, coordination, and intervention. She has
19 successfully handled briefing and oral argument on appeal and obtained notable decisions
20 regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA
21 claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9
22 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB,*
23 *N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions,
24 including and not limited to working on cases to obtain class certification through contested
25 motion practice and working on cases in the post-certification stage (e.g., post-certification
26 discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-
27 counsel in a case involving a certified class consisting of approximately 2,600 individuals). She
28 has extensive experience with class action and/or representative action settlements, and has

1 handled this process in over five hundred (500) cases. Under her, Edwin Aiwasian, and Arby
2 Aiwasian's supervision, Lawyers *for* Justice, PC has handled the class certification and court
3 approval process for hundreds of class action and/or representative action matters that have
4 successfully resolved. She is a member of the California Employment Lawyers Association and,
5 on several occasions, has been a speaker regarding topics in wage and hour law at the
6 organization's continuing legal education events.

7 12. I, Vartan Madoyan, am a Member of Lawyers *for* Justice, PC. I received my
8 Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and a
9 Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of
10 the Coif honors. I am admitted to practice before all courts in the State of California and all U.S.
11 District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United
12 States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I
13 externed for the Honorable Gary A. Feess of the United States District Court, Central District of
14 California, from January 2010 to May 2010. From 2011 through and including the present, my
15 practice consisted almost exclusively of complex wage and hour class action and PAGA action
16 matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's
17 Century City, California office, working for one of the largest employer-side labor and
18 employment law firms in the United States. From July 2013 to March 2014, I was an Associate at
19 Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July
20 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office.
21 From August 2023 to the present, I have been a Member of Lawyers *for* Justice, PC. I have taken
22 and defended dozens of depositions and have successfully handled motion practice in class action
23 and PAGA cases regarding discovery (including and not limited to motions regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), dispositive motions, arbitration agreements, coordination, and intervention. I have
26 successfully handled a complex wage and hour class action and PAGA case through a trial verdict
27 in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-
28 2013-00692890. I also successfully handled briefing on appeal regarding employer efforts to

1 compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District,
2 Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have
3 extensive experience with settlements of class actions and PAGA actions and have handled and
4 supervised this process in over one hundred (100) cases.

5 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

6 13. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
7 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
8 PAGA Employees, and the State of California recover over a reasonably short period of time as
9 opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result
10 that compares favorably with other similar class action settlements of this type given the strengths
11 and weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that
12 would have only increased significantly had the case progressed through certification, trial, and/or
13 appeals.

14 14. Class Counsel has litigated the case for several years and was actively preparing the
15 matter for class certification and trial. The Parties have engaged in extensive settlement
16 negotiations and participated in a full-day mediation conducted by Jeffrey A. Ross, a well-
17 respected mediator experienced in mediating complex labor and employment matters. In the course
18 of the this lawsuit and in connection with the mediation and settlement negotiations, the Parties
19 exchanged extensive information and engaged in discussions regarding their evaluations of the
20 case and various aspects of the case, including but not limited to, the risks and delays of further
21 litigation, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA
22 representative claims, and state wage-and-hour law and enforcement, as well as the evidence
23 produced and analyzed, and the possibility of appeals, among other things. During all settlement
24 discussions, the Parties conducted their negotiations at arm’s length in an adversarial position.
25 Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel
26 felt strongly about Defendant’s ability to prevail on the merits, and Plaintiff and Class Counsel
27 believed that they would be able to prevail at trial. After conducting investigations, informal
28 discovery, exchange of information, extensive settlement negotiations, and with the aid of the

mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members, and of the Released PAGA Claims of Plaintiff and the State of California with respect to aggrieved employees.

15. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the action for class certification and trial. Plaintiff conducted significant investigation and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of pages of documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's and other Class Members' employment records, a detailed sampling of Class Members' time and pay data, multiple iterations of Defendant's Employee Handbook, company policy acknowledgements, internal memoranda, job descriptions, new hire orientation checklists, performance reviews, Defendant's operations and employment practices, forms, procedures and policies, among other information and documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on numerous occasions. Class Counsel drafted Plaintiff's pleadings and mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

16. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate, and reasonable.

17. Class Counsel is aware of the defenses and position of Defendant, but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class

1 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
2 and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens
3 of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses,
4 and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel
5 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,
6 who is experienced and well-regarded in complex labor and employment matters.

7 18. Defendant, on the other hand, denied and continues to deny any liability and
8 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that this
9 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
10 this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
11 also had the opportunity to interview witnesses and review documents and information relating to
12 Plaintiffs', Class Members', and PAGA Employees' employment with Defendant, and Defendant's
13 operations and employment policies, practices, and procedures. The Parties also reviewed and
14 analyzed a large volume of documents and data to determine the potential value and strength of the
15 claims. The available information enabled Class Counsel to assess and value the class and PAGA
16 claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for
17 the Parties have conducted adequate investigation and discovery to be sufficiently informed of the
18 nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the
19 Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the
20 strengths and weaknesses of each side's position and the uncertainty of how the case might have
21 concluded at trial and/or appeals.

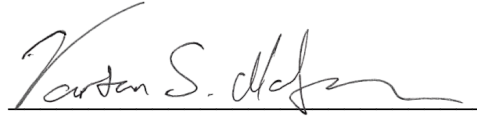
22 19. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
23 in the best interest of Plaintiff, the Class, and the State of California. Class Counsel further submits
24 that the Settlement is within an acceptable range of recovery for this type of litigation given the
25 strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs
26 and risks associated with class certification, representative adjudication, trial, and/or appeals.

27 20. I have reviewed the Court's Checklist for Approval of Class Action and/or Private
28 Attorneys General Act ("PAGA") Settlements and believe that the moving papers filed herewith

1 comply with the checklist.

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

4 Executed on April 6, 2026, at Glendale, California.

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7 Vartan Madoyan
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