

Eric K. Yaeckel (SBN 274608)
Ryan T. Kuhn (SBN 324538)
SULLIVAN & YAECKEL
LAW GROUP, APC
2330 Third Avenue
San Diego, California 92101
Tel: (619) 702-6760
Fax: (619) 702-6761
yaeckel@sullivanlawgroupapc.com
ryan@sullivanlawgroupapc.com

Attorneys for Plaintiffs

[Additional Counsel Listed Next Page]

SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

JESSICA VASQUEZ, YANETH
RODRIGUEZ MELGAR, and KAHLIL
MARTIN, in a Representative capacity
only, and on behalf of other members of the
general public similarly situated,

Plaintiffs,

vs.

SALKHI FAMILY HOLDINGS, INC., a
California Corporation; SALKHI
PETROLEUM, INC., a California
Corporation; and DOES 1-10, inclusive,

Defendants.

Case No. MSC21-02223

Hon. Edward G. Weil
Dept. 12

DECLARATION OF CAROLYN H.
COTTRELL IN SUPPORT OF MOTION
FOR APPROVAL OF PAGA
SETTLEMENT

Date:

Time: 8:30 a.m.

Dept.: 12

Action Filed: November 3, 2021

Trial Date: None Set

1 Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
2 Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
3 Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
4 **CAPSTONE LAW, APC**
1875 Century Park East, Suite 1000
5 Los Angeles, California 90067
(310)556-4811 | Fax: (310) 943-0396
6

7 Carolyn H. Cottrell (SBN 166977)
Ori Edelstein (SBN 268145)
8 **SCHNEIDER WALLACE**
COTTRELL KONECKY LLP
9 2000 Powell Street, Suite 1400
Emeryville, CA 94608
10 Telephone: (415) 421-7100
Facsimile: (415) 421-7105
11 ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com
12

13 *Attorneys for Plaintiffs*
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2

3
4

5
6
7

8
9
0

- 1
- 2
- 3
- 4

5
6
7
8
9

0

1
2

3
4
5
6
7
8

1 Employment Lawyers Association, and the Consumer Attorneys of California. I served on the Board
2 of Directors for the San Francisco Trial Lawyers Association and co-chaired its Women’s Caucus. I
3 was named one of the “Top Women Litigators for 2010” by the Daily Journal. In 2012, I was
4 nominated for Woman Trial Lawyer of the Year by the Consumer Attorneys of California. I have been
5 selected as a Super Lawyer every year since 2014. I earned my bachelor’s degree from the University
6 of California, and I am a graduate of the University of the Pacific, McGeorge School of Law.

7 8. SWCK is regarded as one of the leading private plaintiff’s firms in wage and hour class
8 actions and employment class actions. In November 2012, the Recorder listed the firm as one of the
9 “top 10 go-to plaintiffs’ employment firms in Northern California.” The partners and attorneys have
10 litigated major wage and hour class actions, have won several prestigious awards, and sit on important
11 boards and committees in the legal community. SWCK was founded by Todd Schneider in 1993, and
12 I have been a member of the firm since 1995.

13 9. SWCK has acted or is acting as class and representative counsel in numerous cases. A
14 partial list of cases which have been certified and/or settled on a class or representative basis includes:
15 *Impey v. Parsons Transportation Group, Inc.* (Case No. CIVSB220100) (San Bernardino Superior
16 Court, February 18, 2025) (final approval of PAGA representative action); *Cohen v. Peloton*
17 *Interactive, Inc., et al.* (Case No. 2:22-cv-01425-MWF-E) (United States District Court, Central
18 District of California, February 12, 2025) (final approval of FLSA collective, California class, and
19 PAGA representative action); *Corley v. Invitation Homes Realty California, Inc.* (Case No.
20 CIVSB2213022) (San Bernardino Superior Court, January 9, 2025) (final approval of California class,
21 and PAGA representative action); *Salonga, et al. v. Aegis Senior Communities, LLC, et al.* (Case No.
22 22CV007450) (Alameda Superior Court, August 30, 2024) (final approval of FLSA collective,
23 California class, and PAGA representative action); *Chavez v. Teasdale Foods, Inc.* (Case No. 21CV-
24 03035) (Merced Superior Court, August 28, 2024) (class certification of a California class and
25 subclasses); *Walker v. Nursefinders, LLC, et al.* (Case No. 3:22-CV-04084-AGT) (Northern District
26 of California, August 27, 2024) (final approval of California class and PAGA representative action
27 settlement); *Magana v. Goya Foods of California, Inc., et al.* (Case No. 20STCV43233) (Los Angeles
28 Superior Court, July 10, 2024) (class certification of California rounding, meal, and wage statement

subclasses); *Bonner v. Providence Health System-Southern California* (Case No. 21STCV09585) (Los Angeles Superior Court, July 16, 2024) (class certification of a California rounding subclass and derivative subclasses); *Miles v. Kirkland* (Case No. 5:18-cv-01559-JWH) (Central District of California, June 7, 2024) (class certification of a California rest break subclass); *Clavel v. San Diego Sunrise Management Company* (Case No. 37-2020-00028205-CU-OE-CTL) (San Diego Superior Court, May 29, 2024) (final approval of California class action settlement); *Randall, et al. v. Integrated Communication Service Inc., et al.* (Case No. 3:20-cv-05438-DGE) (Western District of Washington, March 29, 2024) (final approval of three-state class and FLSA collective action settlement); *Lopez v. Eurofins Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15, 2024) (final approval of California class and PAGA representative action settlement); *Hamilton v. Wayfair, LLC* (Case No. RG19006990) (Alameda County Superior Court, Jan. 22, 2024) (class certification of California subclasses); *Rodriguez, et al. v. Tri-Wire Engineering Solutions, Inc., et al.* (Case No. 1:21-cv-10752-PBS) (District of Massachusetts, December 5, 2023) (final approval of five-state class and FLSA collective action settlement); *Beissel v. Western Flyer Express, LLC* (Case No. 5:21-cv-00903-R) (Western District of Oklahoma, November 3, 2023) (final approval of Oklahoma class and FLSA collective action settlement for deceptive trade practices, unlawful sale of business opportunities, and wage and hour claims on behalf of independent contractor truck drivers); *Sishi, et al. v. Eskaton Properties Inc., et al.* (Case No. RG21100764) (Alameda County Superior Court, August 4, 2023) (final approval of California class and PAGA representative action settlement); *Wright, et al. v. Frontier Mgmt. LLC, et al.* (Case No. 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) (final approval of California, Illinois, Oregon, and Washington class and FLSA collective action settlement); *Campos v. Extra Express (Cerritos) Inc.* (Case No. BC715057) (Los Angeles Superior Court, Jan. 18, 2023) (final approval of California law wage and hour class action settlement alleging misclassification of short haul delivery drivers); *Huddleston v. John Christner Trucking, LLC*, (Case No. 4:17-cv-00549-GKF-CDL) (Northern District of Oklahoma, October 31, 2022) (final approval of California and Oklahoma class and FLSA collective action settlement where Plaintiff obtained class certification on behalf of misclassified truck drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No. RG20061119) (Alameda County Superior Court, June 23, 2022)

(final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under California law); *Ramirez, et al. v. Rite Aid Corp., et al.* (Case No. CV 20-3531-GW-SKx) (Central District of California, May 19, 2022) (final approval of California class action and PAGA representative action settlement); *Madrigal v. Mission Lakes Country Club, Inc.* (Case No. RIC2003428) (Riverside County Superior Court, May 18, 2022) (final approval of California class action and PAGA representative action); *Hazel v. Himagine Sols., Inc.* (Case No. RG20068159) (Alameda County Superior Court, Nov. 2, 2021) (final approval of a California class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenditures, waiting time penalties, and failure to provide itemized wage statements); *Pine Manor Investors, LLC v. FPI Mgmt., Inc.* (Case No. 34-2018-00237315) (Sacramento County Superior Court, October 20, 2021) (final approval of a California class action settlement in action that alleged improper billing for workers compensation charges by an apartment complex management company); *Etcheverry v. Franciscan Health Sys., et al.* (Case No. 3:19-cv-05261-RJB-MAT) (Western District of Washington, October 19, 2021) (final approval of hybrid Fair Labor Standards Act and Washington class action); *Jean-Pierre, et al. v. J&L Cable TV Servs., Inc.* (Case No. 1:18-cv-11499-MLW) (District of Massachusetts, August 31, 2021) (final approval of hybrid Fair Labor Standards Act and Massachusetts, New Hampshire, Maine, and Pennsylvania class action); *Amaraut, et al. v. Sprint/United Mgmt. Co.* (Case No. 19-cv-411-WQH-AHG) (Southern District of California, August 5, 2021) (final approval of hybrid Fair Labor Standards Act and Class Action); *Diaz, et al. v. TAK Commc'ns CA, Inc., et al.* (Case No. RG20064706) (Alameda Superior Court, July 27, 2021) (final approval of hybrid Fair Labor Standards Act and California Labor Code class action); *Villafan v. Broadpectrum Downstream Servs., Inc., et al.* (Case No. 3:18-cv-06741-LB) (Northern District of California, April 8, 2021) (final approval of hybrid Fair Labor Standards Act and California law class action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage statements); *Jones, et al. v. CertifiedSafety, Inc., et al.* (lead Case No. 3:17-cv-02229-EMC) (Northern

1 District of California, June 1, 2020) (final approval of hybrid Fair Labor Standards Act and California,
2 Washington, Illinois, Minnesota, Alaska, and Ohio class action settlement for failure to pay for all
3 hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time
4 penalties, and failure to provide itemized wage statements); *El Pollo Loco Wage and Hour Cases*
5 (Case No. JCCP 4957) (Orange County Superior Court, January 31, 2020) (final approval of a class
6 action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks,
7 unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage
8 statements, under California law); *Soto, et al. v. O.C. Commc'ns, Inc., et al.* (Case No. 3:17-cv-00251-
9 VC) (Northern District of California, Oct. 23, 2019) (final approval of a hybrid Fair Labor Standards
10 Act and California and Washington law Rule 23 action with joint employer allegations); *Manni v.*
11 *Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries* (Case No. 34-2017-00223592)
12 (Sacramento Superior Court) (final approval of a class action settlement for failure to pay for all hours
13 worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, waiting
14 time penalties, and failure to provide itemized wage statements, under California law); *Van Liew v.*
15 *North Star Emergency Servs., Inc., et al.* (Case No. RG17876878) (Alameda County Superior Court)
16 (final approval of a class action settlement for failure to pay for all hours worked, failure to pay
17 minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse for
18 necessary business expenditures, waiting time penalties, and failure to provide itemized wage
19 statements, under federal law); *Asalati v. Intel Corp.* (Case No. 16cv302615) (Santa Clara Superior
20 Court) (final approval of a class and collective action settlement for failure to pay for all hours worked,
21 failure to pay overtime, failure to provide meal and rest breaks, failure to reimburse for necessary
22 business expenditures, failure to adhere to California record keeping requirements, waiting time
23 penalties, and failure to provide itemized wage statements, under federal and California law); *Harmon,*
24 *et al. v. Diamond Wireless, LLC* (Case No. 34-2012-00118898) (Sacramento Superior Court) (final
25 approval of a class action settlement for failure to pay wages free and clear, failure to pay overtime
26 and minimum wages, failure to provide meal and rest breaks, failure to pay full wages when due,
27 failure to adhere to California record keeping requirements, and failure to provide adequate seating,
28 under California law); *Aguilar v. Hall AG Enters., Inc., et al.* (Case No. BCV-16-10994-DRL) (Kern

County Superior Court) (final approval of a class action settlement for failure to provide meal and rest periods, failure to compensate for all hours worked, failure to pay minimum and overtime wages, waiting time penalties, failure to provide itemized wage statements, and failure to pay undiscounted wages, under California law); *Viceral and Krueger v. Mistras Grp., Inc.* (Case No. 3:15-cv-02198-EMC) (Chen, J.) (Northern District of California) (final approval of a class and collective action settlement for failure to compensate for all hours worked, including overtime, under federal and California law); *Jeter-Polk, et al. v. Casual Male Store, LLC, et al.* (Case No. 5:14-CV-00891) (Central District of California) (final approval of a class action settlement for failure to provide meal and rest periods, failure to compensate for all hours worked, failure to pay overtime wages, unpaid wages and waiting time penalties, and failure to provide itemized wage statements); *Meza, et al. v. S.S. Skikos, Inc., et al.* (Case No. 15-cv-01889-TEH) (Northern District of California) (final approval of class and collective action settlement for failure to compensate for all hours worked, including overtime, under federal and California law, failure to provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and failure to provide accurate itemized wage statements); *Holmes, et al. v. Xpress Global Sys., Inc.* (Case No. 34-2015-00180822) (Sacramento Superior Court) (final approval of a class action settlement for failure to provide meal and rest breaks and failure to provide accurate itemized wage statements); *Guilbaud, et al. v. Sprint Nextel Corp. et al.* (Case No. 3:13-cv-04357-VC) (Northern District of California) (final approval of a class and collective action settlement for failure to compensate for all hours worked, including overtime, failure to provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and failure to provide accurate itemized wage statements); *Molina, et al. v. Railworks Track Sys., Inc.* (Case No. BCV-15-10135) (Kern County Superior Court) (final approval of a class action settlement for failure to provide meal and rest breaks, unpaid wages, unpaid overtime, off-the-clock work, failure to pay full wages upon termination to, and failure to provide accurate itemized wage statements); among many others.

Procedural History

10. On March 22, 2022, Plaintiff Kahlil Martin gave written notice to the LWDA and to Defendants of his intent to pursue civil penalties pursuant to the PAGA.

11. Plaintiff Kahlil Martin filed his initial PAGA complaint on June 8, 2022, alleging the seven causes of action for penalties pursuant to §§ 2699(a) and (f) of the California Labor Code Private Attorneys General Act of 2004: (1) Violations of Cal Lab. Code §§ 226.7 and 512 (Meal Periods); (2) Violations of Cal Lab. Code §§ 226.7 (Rest Breaks); (3) Violations of Cal Lab. Code §§ 204, 1194 and 1198 (Failure to Pay for all Hours Worked); (4) Violations of Cal Lab. Code §§ 1182.12, 1194, and 1197 (Failure to Pay Minimum Wage); (5) Violations of Cal Lab. Code §§ 510 and 1194 (Failure to Pay Overtime Wages); (6) Violations of Cal Lab. Code §§ 226 (Failure to Provide Accurate, Itemized Wage Statements); and (7) Violations of Cal Lab. Code §§ 201-203 (Waiting Time Penalties) (the “Martin Action.”).

12. Plaintiff's individual claims were compelled to Arbitration on December 5, 2022. Plaintiff agreed to release his individual PAGA claims pursuant to the Offer to Compromise, but expressly preserved the representative PAGA claims in the Martin Action.

13. The Parties in the action attended a mediation on August 15, 2023, but were unable to resolve the dispute. The Parties' continued settlement discussion ultimately led to an agreement to settle.

Risks of Continued Litigation

14. If the case were to proceed to judgment, multiple factors could lead the court to award a lower penalty. First, Plaintiff faced the risk that he would not be able to prove his claims or those of the Aggrieved Employees. Additionally, there is a risk that the Court would exercise its discretion to reduce penalties based on Defendant's comprehensive, and facially compliant policies.

15. Given all these risks, PAGA Counsel believes that this settlement is reasonable, based on the strength of the claims, the size of the group of Aggrieved Employees, and the risks associated with going to trial.

16. Litigating the PAGA claims will require substantial additional preparation and discovery and ultimately would involve the depositions of Aggrieved Employees and experts, the presentation of percipient and expert witnesses at trial, as well as the consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports.

17. While Plaintiff believes that he would have prevailed on these issues and others, he

1 also realistically recognizes the risk that a fact finder may have found for Defendants on one or more
2 of these issues and or found damages to be significantly less than what Plaintiff claims.

3 18. Given the broad scope and magnitude of risks, PAGA Counsel concluded that the
4 Settlement here that provides a material percentage of the substantive damages estimate is a beneficial
5 and just result for the Aggrieved Employees.

6 19. Further, if the Action were to go to trial, Plaintiffs' counsel estimates that fees and costs
7 would increase significantly. Plaintiffs' claims would require substantial additional preparation and
8 discovery. They would require depositions of experts, the presentation of percipient and expert
9 witnesses at trial, as well as the consideration, preparation, and presentation of voluminous
10 documentary evidence and the preparation and analysis of expert reports. In contrast to litigating this
11 suit, resolving this case by means of the Settlement will yield a prompt, certain, and substantial
12 recovery for the Covered Employees and the State. Such a result will benefit the parties and the court
13 system and will bring finality to a year and a half of litigation.

14 **Attorneys' Fees and Costs**

15 20. Here, Plaintiffs request a total of \$191,667 as compensation for their fees incurred in
16 litigating this action.

17 21. Plaintiff Martin's Counsel's aggregate lodestar is \$76,618.50, based on 116.5 hours of
18 billable attorney and staff work. Attached hereto as **Exhibit 1** is a true and correct summary of PAGA
19 Counsel's lodestar.

20 22. SWCK's rates have steadily remained reasonable and competitive, and have been
21 consistently approved by many federal and state courts over the past several years. SWCK hourly rates
22 were recently found to be reasonable for purposes of a lodestar crosscheck by Judge Laurel Beeler in
23 the Northern District of California. *Lopez v. Eurofins Scientific, Inc., et al.*, ECF 90 (Case No. 3:21-cv-08652-
24 LB) (Northern District of California, Feb. 15, 2024) (finding "the fee award is further supported by a lodestar
25 crosscheck, whereby it finds that SWCK's hourly rates are reasonable, that the estimated hours expended are
26 reasonable, and that the multiplier is reasonable"). Among other examples, the prior litigation rates for my team
27 were also found to be reasonable for purposes of a lodestar crosscheck in *Beissel v. W. Flyer Express, LLC*,
28 No. CIV-21-903-R, 2023 U.S. Dist. LEXIS 197749, at *9 (W.D. Okla. Nov. 3, 2023) (awarding one-third fee

award, plus costs, and holding that SWCK’s “the hourly rates of Schneider Wallace Cottrell Konecky LLP [] are reasonable, and that the estimated hours expended are reasonable”); in *Wright v. Frontier Management LLC*, No. 2:19-cv-01767-JAM-CKD, ECF 103 (E.D. Cal. Mar. 13, 2023) (approving a one-third fee award and finding “Class Counsel’s hourly rates are within the prevailing range of hourly rates charged by attorneys providing similar services in class action, wage-and-hour cases in California”); in *Huddleston v. John Christner Trucking LLC*, No. 4:17-cv-00549-GKF-CDL, ECF 285 (N.D. Okla. Oct. 31, 2022) (approving a one-third fee award and finding “Class Counsel have extensive experience, reputation, and ability that propelled the excellent result obtained for the Class Members” and “the requested fee award is consistent with consumer and wage and hour class and collective action litigation in this Circuit and across the country”); *Amaraut v. Sprint/United Mgmt. Co.*, 2021 WL 3419232, 2021 U.S. Dist. LEXIS 147176, at *20 (S.D. Cal. Aug. 5, 2021), (“the hourly rates of [SWCK] ... are reasonable, and that the estimated hours expended are reasonable” where “[t]wenty-five attorneys and paralegals from SWCK spent 1,707.90 hours on [the] case, with billing rates ranging from \$300 to \$450 for the paralegals and \$680 to \$1,005 for the attorneys”); in *Villafan v. Broadspectrum Downstream Servs., Inc., et al.*, Case No. 3:18-cv-06741-LB, ECF 150 (N.D. Cal. Apr. 8, 2021) (awarding one-third fee award, plus costs, and holding that SWCK’s “billing rates are normal and customary (and thus reasonable) for lawyers of comparable experience doing similar work”); and in *Soto, et al. v. O.C. Commc’ns, Inc., et al.*, Case No. 3:17-cv-00251-VC, ECF 304, 305 (N.D. Cal. Oct. 23, 2019) (approving a one-third fee award, and in late 2019, finding that “the fee award is further supported by a lodestar crosscheck, whereby it finds that the hourly rates of [SWCK] ... are reasonable, and that the estimated hours expended are reasonable.”). The Orange County Superior Court also found prior hourly rates for my team to be reasonable for purposes of a lodestar crosscheck on January 31, 2020, in *El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957, Orange County Superior Court, order dated January 31, 2020. The Sacramento Superior Court granted final approval of a class action settlement and SWCK’s fee request pursuant to a lodestar crosscheck that incorporated my team’s then-customary rates. *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries*, Case No. 34-2017-00223592, Sacramento Superior Court, order dated September 5, 2019. In *Shaw, et al. v. AMN Servs., LLC, et al.*, No. 3:16-cv-02816, ECF 167 (N.D. Cal. May 31, 2019), the Court conducted a lodestar cross check and held that “the hourly rates charged by [SWCK] are within the prevailing range of hourly rates charged by attorneys providing similar services in class action, wage-and-hour cases in California.”

1 The Court further held that the “hourly rates of Class Counsel [SWCK] also have consistently and recently been
2 approved as reasonable by the courts.” Other approvals of SWCK’s historical hourly rates include: *Knapp v.*
3 *Art.com, Inc.*, No. 3:16-cv-00768-WHO, ECF 89 (N.D. Cal. October 24, 2018); *Villalpando v. Exel Direct Inc.*,
4 2016 WL 7740854, at *1 (N.D. Cal. Dec. 12, 2016); *Winans v. Emeritus Corp.*, 2016 WL 107574, at *8 (N.D.
5 Cal. Jan. 11, 2016); *Carnes v. Atria Senior Living Inc.*, Case No. 14-cv-02727-VC, ECF 115, at 4-5 (N.D. Cal.
6 July 12, 2016); *Meza v. S.S. Skikos, Inc.*, Case No. 3:15-cv-01889-TEH, ECF 58, at 4 (N.D. Cal. May 25, 2016).

7 23. Plaintiff Counsel’s lodestar will increase as a result of preparation for and attendance
8 at the Approval hearing and the settlement administration process.

9 24. Reasonable litigation expenses are ordinarily included with an award of attorneys’ fees
10 pursuant to California wage-and-hour law. PAGA Counsel also requests reimbursement of their actual
11 out-of-pocket expenses incurred to prosecute the Action, which are approximately \$2,363.69. *See*
12 **Exhibit 2**. PAGA Counsel incurred costs including filing and service fees, and document retrieval
13 fees. These expenses were incidental and necessary to the effective representation of the Aggrieved
14 Employees. They are reasonable and uncontested and should be approved.

15 25. Plaintiff’s counsel has been representing Plaintiff and the State in this matter on strictly
16 contingency-fee basis. Plaintiffs’ counsel has exposed themselves to the risk of zero recovery after a
17 substantial investment of time, money, and resources, and have done so since the inception of the case
18 without any payment or compensation.

19 26. Attorneys who litigate on a contingent basis expect to receive significantly higher
20 effective hourly rates in cases where compensation is contingent on success, particularly in hard-
21 fought cases where, like in this case, the result is uncertain. This does not result in any windfall or
22 undue bonus. In the legal marketplace, a lawyer who assumes a significant financial risk on behalf of
23 a client rightfully expects that his or her compensation will be significantly greater than if no risk was
24 involved (*i.e.*, if the client paid the bill monthly), and that the greater the risk, the greater the
25 “enhancement.” Adjusting fees upward in contingent-fee cases to reflect the risk of recovering no
26 compensation whatsoever for hundreds of hours of labor simply makes those fee awards consistent
27 with the legal marketplace, and in so doing, helps to ensure that meritorious cases will be brought to
28 enforce important public interest policies and that clients who have meritorious claims will be better

1 able to obtain qualified counsel. This commitment and the risks involved are precisely the reasons for
2 multipliers in contingency fee cases.

3 **Service Award**

4 27. Plaintiff has substantially contributed his time and effort over a period of nearly three
5 years in pursuing claims on behalf of the Covered Employees and the State, and Plaintiff's role was
6 crucial in this case. In agreeing to serve as a PAGA representative, Plaintiff formally agreed to accept
7 the responsibility of representing the interests of all Aggrieved Employees and the risks of having his
8 name associated with a wage and hour civil penalty action. He filed the Martin Action to improve the
9 working environment for workers at Defendants' locations, but in doing so, subjected himself to
10 considerable risk with regards to having his name in the public forum. Plaintiff's participation in this
11 litigation is discernible from a simple background check and even via simple Google searches—this
12 poses serious risks that their service as wage and hour plaintiffs will be discerned by potential
13 employers and negatively impact future employment opportunities.

14 28. Plaintiff had discussions with Plaintiff's counsel, worked with Plaintiff's counsel to
15 review facts and answer questions, assisted Plaintiff's counsel in their settlement efforts, and has
16 generally remained apprised of the case. Plaintiff took the significant risk of coming forward to
17 represent the interests of his fellow employees.

18
19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed on this 29th day of May in Reno, Nevada.

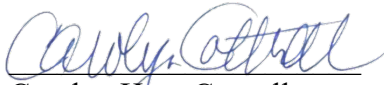
21
22 
23 Carolyn Hunt Cottrell
24
25
26
27
28

EXHIBIT 1

Martin, Kahlil v. Salkhi Petroleum, Inc. et al.
Billing Summary

TIMEKEEPER	TITLE	LICENSE DATE	HOURLY RATE (\$)	HOURS	AMOUNT (\$)
Of Counsel / Associates					
Eugene Zinovyev	Sr. Associate	12/04/2009	985	19.3	19,010.50
Justin Quin	Legal Brief Writer	05/01/2017	850	8.5	7,225.00
Nicholas Duby	Associate	12/04/2020	775	13.5	10,462.50
Subtotal				41.3	\$ 36,698.00
Partners					
Ori Edelstein	Partner	12/01/2009	1200	7.2	8,640.00
Subtotal				7.2	\$ 8,640.00
Paralegals / Law Clerks					
Collin Hoover	Paralegal		500	10.2	5,100.00
Eugene Huffman	Paralegal		500	38.1	19,050.00
Maria Alvarez	Legal Assistant		385	2.1	808.50
Michael Garcia	Docketing Specialist		360	11.8	4,248.00
Michaela Stewart	Docketing Specialist		360	5.9	2,124.00
Subtotal				68	\$ 31,280.50
Total:				116.5	\$ 76,618.5

EXHIBIT 2

Martin, Kahlil v Salkhi (PAGA) - CASE COSTS

DATE	VENDOR	DESCRIPTION	AMOUNT
03/24/2022	LWDA	Martin, Kahlil v. Salkhi (PAGA)- Initial PAGA Filing	\$ 75.00
06/08/2022	One Legal LLC (Info Track)	Complaint,Summons,Civil Case Cover Sheet	\$ 1,454.45
06/09/2022	ABC Legal Services, LLC	Service of Process of Defendants	\$ 150.00
07/21/2022	Superior Court of California Alameda	- Document Download	\$ 2.00
08/02/2022	One Legal LLC (Info Track)	Notice and Acknowledgment of Receipt, Notice and Acknowledgment of Receipt	\$ 23.45
09/13/2022	One Legal LLC (Info Track)	eFiling fee - CMS, Notice of Posting of Jury Fees	\$ 173.45
10/14/2022	One Legal LLC (Info Track)	eFiling Fee - Case Management Statement	\$ 24.45
10/14/2022	Superior Court of California Alameda	Martin, Kahlil v. Salkhi (PAGA)- Document Download	\$ 3.00
11/03/2022	One Legal LLC (Info Track)	eFiling Fee - Opposition, Request for Judicial Notice, Proof of Service (not Summons a	\$ 24.45
11/03/2022	One Legal LLC (Info Track)	Courtesy & Photocopy Fees - Opposition (Plaintiff's Opposition to Defendant's Motion	\$ 70.00
11/03/2022	Superior Court of California Alameda	Document Download	\$ 5.00
01/07/2023	Superior Court of California Alameda	Document Download	\$ 6.50
02/06/2023	One Legal LLC (Info Track)	Case Management Statement,Proof of Service (not Summons and Complaint)	\$ 24.90
03/03/2023	Superior Court of California Alameda	Document Download	\$ 2.00
12/21/2023	Superior Court of California Alameda	Document Download - Notice of Case Reassignment	\$ 3.00
01/05/2024	One Legal LLC (Info Track)	eFiling & eServe Fees - Joint Status Conference Statement, Proof of Service (not Sum	\$ 23.90
01/08/2024	Superior Court of California Alameda	Document Download	\$ 2.00
01/08/2024	One Legal LLC (Info Track)	eFiling & eServe Fees - Case Management Statement, Declaration, Proof of Service (N	\$ 23.90
01/20/2024	Superior Court of California Alameda	Document Download	\$ 1.00
02/03/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/24- 01/31/24	\$ 5.72
02/29/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/24- 02/29/24	\$ 114.01
03/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/24- 03/31/24	\$ 2.68
04/12/2024	One Legal LLC (Info Track)	eFiling Fee - Notice of Settlement	\$ 14.95
04/12/2024	One Legal LLC (Info Track)	eFiling Fee - Case Management Statement	\$ 21.90
04/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/24- 04/30/24	\$ 3.52
05/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/24- 05/31/24	\$ 5.11
06/07/2024	One Legal LLC (Info Track)	eService Charge	\$ 5.00
06/10/2024	Superior Court of California Alameda	Document Download	\$ 2.00
06/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/24- 06/30/24	\$ 3.52
07/31/2024	One Legal LLC (Info Track)	eFiling & eServe Fee - Case Management Statement	\$ 25.90
07/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/24- 07/31/24	\$ 3.48
08/23/2024	Superior Court of California Alameda	Document Download	\$ 4.00
08/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/24- 08/31/24	\$ 2.92
09/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/24- 09/30/24	\$ 4.13
10/02/2024	One Legal LLC (Info Track)	eFiling & eServe Fee - Case Management Statement	\$ 25.90
02/28/2025	SWCK	Copies and Printing from Shared Printing (2021-Present)	\$ 26.50
Martin, Kahlil v Salkhi (PAGA)			\$ 2,363.69
GRAND TOTAL			\$ 2,363.69