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Attorneys for Plaintiff,
RICARDO PANTOJA and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RICARDO PANTOJA, on behalf of himself
and all others similarly situated;

Plaintiff,

v.

SOUTH BAY SAFETY, INC., a California
Corporation; ACME FURNITURE
INDUSTRY, INC., a California Corporation,
and DOES 1 through 50 inclusive,

Defendants.

CASE NO.: 21STCV38848

*Assigned to the Hon. Carolyn B. Kuhl, Dept.
SS12*

CLASS ACTION

**DECLARATION OF JAKE FINKEL IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

HEARING INFO

DATE: July 23, 2024
TIME: 10:30 a.m.
DEPT.: SSC-12

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I, Jake Finkel, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California. I am the principal of The Finkel Firm and co-counsel with Daniel Gaines and Alex Katofsky of Gaines & Gaines, APLC, as attorneys of record for Plaintiff Ricardo Pantoja and the Settlement Class.

2. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

3. The Finkel Firm possesses considerable expertise in litigating complex litigation matters. I graduated from the University of California at Irvine in 2009, received my Juris Doctorate from UCLA School of Law in 2013, and became a member of the California State Bar in 2013. I established my own law practice shortly after becoming a member of the California State Bar and have grown the practice, which currently employs 4 attorneys and 13 support staff.

4. I am a member of the California Employment Lawyers Association and the Consumer Attorneys Association of Los Angeles.

5. I have been a member, in good standing, of the State Bar of California since 2013 I am admitted to practice before all California state courts and the United States District Court of California for the Central District, Eastern District, and Southern District and have litigated class action and Private Attorneys General Act (“PAGA”) representative action cases in various courts in California.

6. Besides the instant case, I have served as class counsel in various wage and hour class actions. I have developed extensive litigation experience in complex employment litigation matters, particularly in California wage and hour class actions representing employees.

7. My firm has the experience, resources, and means necessary to allow us to provide adequate representation as the Plaintiff's Counsel to the class in this litigation. Currently, my firm is acting as counsel in at least fifteen wage-and-hour class actions and co-

1 counsel in at least ten other wage-and-hour class actions.

2 8. I am experienced and qualified to evaluate the class and PAGA claims and the
3 viability of the defenses. I have extensive experience in prosecuting employment litigation and
4 have focused my practice primarily on cases regarding wage and hour class actions and
5 representative PAGA actions.

6 9. Based on my experience and after factoring in the risks explained below, I believe
7 the proposed settlement is fair and reasonable. As such, and for the reasons set forth below, I
8 believe the Class Action and PAGA Settlement Agreement should be approved.

9 10. Class Counsel are respected members of the California Bar with strong records
10 of vigorous and effective advocacy of their clients, and they are experienced in handling
11 complex class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the
12 claims in this action, but they strongly and unequivocally support the proposed Settlement as
13 being in the best interest of the Settlement Class based on the circumstances referenced herein.
14 Through a contested but productive mediation, the Parties entered into a Class Action and
15 PAGA Settlement Agreement resolving the wage and hour claims of the Class ("Agreement"),
16 which is attached to the Declaration of Daniel F. Gaines in Support of Plaintiff's Motion for
17 Preliminary Approval of Class Action Settlement as Exhibit "B."

18 11. My office and my co-counsel have performed considerable work and diligently
19 investigated and prosecuted this case to a successful conclusion. Our work has resulted in the
20 creation of a significant Settlement Amount for the benefit of the Class. We communicated
21 and exchanged information informally with Defense counsel, enabling the Parties to
22 successfully settle the case at mediations before the Hon. David I. Brown (Ret.). Because of
23 the risks involved in litigating the case and the contested legal and factual issues, Plaintiff's
24 counsel believes this Settlement to be fair, reasonable, and adequate.

25 12. Because the Settlement is fair and reasonable and was negotiated at arm's length
26 by experienced counsel and an experienced mediator following a sufficient exchange of
27 information and documents in advance of mediations, it should be preliminarily approved.
28 Plaintiff respectfully requests that the Court enter an order preliminarily approving the

1 Settlement, conditionally certifying the Class under Code of Civil Procedure § 382 for
2 settlement purposes, approving the proposed Notice Packet, appointing Plaintiff's counsel as
3 Class Counsel, appointing Phoenix Settlement Administrators, Inc. as the Settlement
4 Administrator, and scheduling a hearing for the final approval of the Settlement.

5 13. The Settlement was the product of extensive arm's length negotiations between
6 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though
7 cordial and professional, the Settlement negotiations were adversarial and non-collusive in
8 nature. The Settlement reached is the product of substantial effort by the Parties and their
9 counsel. Although Plaintiff and Class Counsel believed that there was a possibility of certifying
10 the claims, they recognized the potential risk, expense, and complexity posed by litigation, such
11 as unfavorable decisions on class certification, summary judgment, at trial and/or on the
12 damages awarded, and/or on an appeal that can take several more years to litigate. In addition,
13 if Defendants prevailed on any of its defenses, the Class Members may not have received any
14 substantial monetary recovery.

15 14. Plaintiff's counsel brought to bear a great deal of collective experience in
16 negotiating the settlement of this case. As detailed herein, Plaintiff's counsel engaged in
17 necessary informal discovery, investigation, sampling, and expert evaluation, making it
18 possible to exercise informed judgment throughout the settlement process, including significant
19 document review (e.g., documents pertaining to Defendants' policies and procedures, personnel
20 documents, wage statements, time records, among others) and conducted an extensive analysis
21 and extrapolation of the sampling of class-wide data provided by Defendants.

22 15. Based on our experience in other cases, including wage and hour matters, I
23 believe Class Counsel is qualified to evaluate the class claims and viability of defenses in this
24 class action. In this case, the recovery for each Class Member is reasonable, fair, and adequate,
25 and a settlement at this time is in the best interest of the Class. The Settlement provides each
26 Class Member with compensation for the alleged violations when viewed in relation to the costs
27 and risks inherent in obtaining class certification and proceeding to trial.

28 16. Plaintiff's counsel, as well as Defendants' counsel, fully endorse the terms and

1 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

2 17. Of course, the Settlement Amount represents a compromise figure, taking into
3 account the various risks surrounding class certification and the merits of Defendants' asserted
4 defenses. Nevertheless, the Settlement provides for fair and adequate payments to the Class
5 Members, with no reversion to Defendants.

6 18. Plaintiff seeks a Service Award in an amount not to exceed \$7,500.00, which we
7 believe is fair and warranted. Plaintiff agreed to come forward to effectuate a policy and practice
8 change that benefitted all other Class Members and to recover unpaid wages and penalties. He
9 assumed significant risk in bringing this litigation; namely, had he lost, he would have been
10 ordered to pay the Defendants' costs.

11 19. Plaintiff provided invaluable assistance to the investigation and prosecution of
12 this case, including providing factual background for the class and PAGA Complaint; reviewing
13 the litigation documents; providing information and documentation about Defendants' policies
14 and practices; participating in phone calls to discuss litigation and settlement strategy; and
15 reviewing the settlement documents. Plaintiff agreed to participate in this case with no
16 guarantee of personal benefit. Plaintiff's declarations setting forth all of the reasons why he
17 believes that the Service Award should be approved have been filed herewith.

18 20. As set forth above, I have handled upwards of 25 class and representative actions,
19 have been appointed as class counsel, and have successfully litigated and resolved several class
20 actions, and many others remain pending.

21 21. When this case was taken on a contingency fee basis, with our firms agreeing to
22 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
23 course of this litigation, we paid all costs, including the filing fees, court costs,
24 research/database fees, mediation costs, and expert costs. There was never a guarantee that our
25 firms would recoup these expenditures.

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22. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as preliminarily approve the requested attorneys' fees and costs, and service award to the Class Representative.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 10th of May 2024, at Los Angeles, California.

By: Jake Finkel
Jake Finkel, Esq.