

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com
Attorneys for Plaintiff
ELIZABETH ANN O'REILLY

SOLOUKI | SAVOY, LLP
Grant Joseph Savoy, Esq. (SBN 284077)
grant@soloukisavoy.com
Shoham J. Solouki, Esq. (SBN 278538)
shoham@soloukisavoy.com
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
Telephone: (213) 814-4940
Attorneys for Plaintiff JOSE CERVANTES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ELIZABETH ANN O'REILLY, on behalf
of the general public as private attorney
general,

Plaintiff,

vs.

REEL SECURITY CALIFORNIA, INC., a
California Corporation; and DOES 1-50,
inclusive,

Defendant.

Case No: 22STCV06095
Hon.: HON. MONICA BACHNER
Dept.: 7

**DECLARATION OF SHOHAM J. SOLOUKI
IN SUPPORT OF PLAINTIFFS'
NOTICE OF MOTION AND MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

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

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

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

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

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

8
9
0
1
2
3
4
5
6
7
8

6
7
8

1 7. The Parties, through extensive negotiations, were able to resolve this matter along
2 with the matter of *O'Reilly v Reel Security California, Inc.*, Los Angeles Superior Court Case No.
3 22STCV06095. In preparation for settlement discussions, the Parties exchanged various
4 documents and information including wage and hour policies used by Defendants during the
5 PAGA Period, time keeping and payroll information for Plaintiff, time keeping and payroll
6 information for PAGA Members for the entire PAGA Period, and mediation information (i.e., pay
7 period information for the PAGA Period, group size, total number of current and former
8 employees). During the process Plaintiff's Counsel analyzed, researched, and investigated the
9 potential issues, including matters related to the calculation of PAGA damages, interviews of the
10 named Plaintiff and other PAGA Members, potential trial management issues, and appellate issues
11 and risks.

12 8. Throughout the pendency of this litigation, the Parties exchanged various
13 documents and information that allowed both sides to evaluate the potential exposure and potential
14 risk, such as a review of Defendant's relevant policies and procedures related to the claims alleged
15 in Plaintiff's Complaint (including multiple meal and rest break policies and acknowledgements),
16 and a sampling of time and pay records, and Defendant's arbitration agreement, which was signed
17 by most if not all employees. During this process Plaintiff's Counsel analyzed, researched, and
18 investigated the potential issues, including matters related to the calculation of PAGA damages,
19 interviews of the named Plaintiff and other PAGA Members, potential trial management issues,
20 and appellate issues and risks.

21 9. The Parties have undertaken reasonable investigation of the facts and law during the
22 pendency of this Litigation. Plaintiff's Counsel diligently conducted and pursued an investigation
23 of the PAGA claims against Defendants, including research of the applicable law and the potential
24 defenses and review of relevant documents. Plaintiff obtained directly relevant data including
25 Defendant's written policies related to the claims at issue in Plaintiff's Complaint. The policies all
26 appeared compliant with California law. Plaintiff's also received the number of PAGA Members,
27 and sampling of time punch data for potentially PAGA Members during the PAGA period and
28

1 concluded that to the extent that there may have been any violations they were *de minimis* such
2 that there was a strong likelihood that the Court would substantially reduce any civil penalties
3 under Labor Code § 2699(e)(1)-(2).

4 10. Plaintiff and Plaintiff's Counsel concluded—after considering the sharply disputed
5 factual and legal issues involved on the PAGA claims, the risks attending further prosecution,
6 delay if the Parties continued arbitrating the individual claims prior to proceeding on the PAGA
7 claims, and the benefits to be received pursuant to the compromise and settlement of the action as
8 set forth in the agreement—that settlement was in the best interest of the representative Plaintiff,
9 the LWDA, and the PAGA Members and is fair and reasonable and furthers the purpose of the
10 PAGA to enforce the Labor Code.

11 11. Counsel for Plaintiff and other PAGA Members are convinced that the
12 proposed Settlement is fair based on the negotiations and a detailed knowledge of the issues
13 present in this action. The length and risks associated with a motion for summary
14 adjudication, trial, and other normal perils of litigation have impacted the value of the claims
15 and were all weighed in reaching the proposed settlement. In light of the above, the proposed
16 Settlement is well within the range of reasonableness and should be granted approval.
17 Plaintiff believes that in providing employees with relief and obtaining penalties for the
18 LWDA, this Settlement furthers the purpose of PAGA to enforce compliance with the Labor
19 Code and should be approved.

20 EXPERIENCE OF COUNSEL

21 12. I received a B. S. in Business Information Systems in 2007 from California
22 State University Northridge. I received my J.D. from Southwestern University School of Law
23 in 2011. I became an Active Member of the State Bar of California in 2011, and have been an
24 Active Member in good standing continuously since then. I have been practicing as a
25 litigation attorney in Los Angeles since 2011, and have been concentrating on employment
26 litigation since approximately that time.

27 13. In 2012, I founded Solouki | Savoy, LLP. Since 2012, I have been heavily,
28

1 successfully, and continuously involved in active litigation and trial work, including extensive
2 work in employment litigation and wage and hour class actions.

3 14. Solouki | Savoy, LLP is a three (3) attorney law firm that is actively and
4 continuously practicing in employment litigation, representing entirely employee Plaintiffs, in
5 both individual and class actions, in this Superior Court, and other Superior Courts
6 throughout the State, in the Court of Appeal, and in various Federal courts.

7 15. My office is qualified to handle this litigation because we are experienced in
8 litigating Labor Code violations in both individual and class action cases. Solouki | Savoy,
9 LLP has handled, and is currently handling numerous wage and hour class action lawsuits.
10 Over the course of my career, I have been involved in many class action settlements, with
11 some of them settling in the seven figure range.

12 16. Of the attorneys at Solouki | Savoy, LLP, I am the attorney with the most active
13 trial and pretrial calendar. I personally represented clients in numerous wage and hour class
14 action lawsuits that settled with recovery per class member being in a similar range to the
15 settlement agreement in the instant case.

16 17. Since 2012, I have been heavily, continuously, and successfully involved in
17 active litigation and trial work, including extensive work in employment litigation and wage
18 and hour class actions. I have also been appointed class counsel in many wage and hour class
19 action cases with contested certification proceedings. My work has led me to be recognized
20 as a Southern California Super Lawyer Rising Star from 2017 to 2023 and a Southern
21 California Super Lawyer in 2024.

22 18. In addition to the instant class action, I am personally handling, or have
23 handled, litigation in the following ERISA, wage and hour class actions and/or Private
24 Attorney General Act representative actions:

- 25 • *Magdalena Chavez, et al. v. Del Taco, LLC* – Riverside Superior Court Case
26 No. RIC1512246 (Settled for \$50,000,000);

- *Nuvia Barragan, et al. v. ACE Cash Express* – Central District of California Court Case No. 2:21-CV-08021-SB (MRWx) (Settled for \$875,000);
- *Franco, et al. v. Burrtec Waste Industries, Inc., et al.* – Riverside Superior Court Case No. RIC1820321 (Settlement for \$3,577,000);
- *Fabian Hernandez, et al v. DSJ West, Inc.* – Los Angeles Superior Court Case No. BC538435 (Settlement for \$4,575,000);
- *Francisco Ramirez v. California Commerce Club, Inc.* – Los Angeles Superior Court Case No. BC664591 (Settled for \$2,400,000);
- *Santos Martinez, et al v. Anning Johnson* – CDCA Case No. 2:15-cv-02805-RGK-E (Settlement for \$1,700,000);
- *Luis Galvez, et al vs. Intercontinental Hotels Group Resources, et al* – LASC Case No. BC562146 (Settlement for \$980,000);
- *Camille Arias v. Hishmeh Enterprises, Inc., et al.- VCSC Case No. 56-2016-00479206-CU-WT-VTA* (Settlement for \$1,350,000);
- *Jascha Dlugatch v. PRN Ambulance, et al* - Los Angeles Superior Court Case No. BC581410 (Settlement for \$425,000);
- *William J. Peters v. The Academy of Magical Arts, Inc.* - Los Angeles Superior Court Case No. BC640555 (Settlement for \$300,000);
- *Monica Siadek, et al v. American Airlines, Inc.* - Los Angeles Superior Court Case No. BC607127 (Settlement for \$540,000);
- *Diana Gomez, et al. v. Haliburton International Foods, Inc.* - San Bernardino Superior Court Case No. CIVDS1618892;
- *Onofre Soratoria v. Tesoro Refining, BP Pipelines of North America* - CACD Case No. 2:17-cv-1554;
- *Cindy Ramirez v. Veronica's Auto Insurance, et al* - Los Angeles Superior Court Case No. BC652263;

- 1 • *Julio Alas, et al v. AT&T, Inc. et al* – CDCA Case No. 2:17-cv-08106-VAP-
2 RAO;
- 3 • *Randy Torres, et al v. Performance Team Logistics, LLC, et al* – Los Angeles
4 Superior Court Case No. BC705070 (recently settled);
- 5 • *Daniel Draney v. Westco Chemicals, Inc. et al* – Central District of California
6 Case No. 2:19-cv-01405-ODW-AGR (settled for \$500,000);
- 7 • *Joseph Garcia v. Geodis Logistics, LLC*;
- 8 • *Zachary Gurzenski v. Delta Air Lines, Inc.*;
- 9 • *Laura Sanchez v. Piazza Family Restaurants Inc.*;
- 10 • *Jessica Shadian v. Cedar Restaurant Group, LLC* - Los Angeles Superior Court
11 Case No. 20STCV46234 (Settled for \$450,000);
- 12 • *Robert Welch v. ACS Security Industries, Inc.* – Los Angeles Superior Court
13 Case No. 19 STCV06750 (Settled for \$450,000);
- 14 • *Hugo Ramirez v. HR Steel, Inc.*;
- 15 • *Jose Cervantes v. Aero Chip, Inc.*;
- 16 • *Michael Carter v. Advanced Cable Technologies*;
- 17 • *Enrique Martinez-Salgado v. Red Collar Pet Foods, Inc. et al.* – San
18 Bernardino Court Case No. CIVDS2018708 (recently settled for \$1,000,000).

19 19. My office took this case on a contingent basis and has put a substantial amount
20 of time and energy into litigating this case, all while receiving no payment. The risk to my
21 office has been very significant, particularly if we would not be successful in pursuing this
22 action. In that case, we would have been left with no compensation for all the time taken in
23 litigating this case.

24 20. Because most individuals cannot afford to pay for representation in litigation on
25 an hourly basis, Solouki | Savoy, LLP represents virtually all of its employment law clients on
26 a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time
27 unless we prevail at trial or successfully settle our clients' cases. Because the firm is taking
28

1 the risk that we will not be reimbursed for our time unless our client settles or wins his or her
2 case, we cannot afford to represent an individual employee on a contingency basis if, at the
3 end of our representation, all we are to receive is our regular hourly rate for services. It is
4 essential that we recover more than our regular hourly rate when we win if we are to remain
5 in practice so as to be able to continue representing other individuals in employment disputes.

6 21. I am informed and believe that the efforts of Plaintiff's Counsel have resulted
7 in substantial benefits to the settlement class, in the form of a significant settlement fund
8 established to compensate settlement class members for missed meal periods and rest breaks,
9 unpaid overtime, and other wage and hour violations noted above. I am informed and believe
10 that, without the efforts of Plaintiff's Counsel, the Labor Code and wage order violations
11 alleged in the complaint would have gone without remedy.

12 ATTORNEYS' FEES

13 22. Counsel collectively seek \$83,333.33, one-third of the Total Settlement
14 Amount, in fees for the time spent litigating this matter. Our firm has made every effort to
15 litigate this action in an efficient and cost-effective manner. Our firm has spent approximately
16 71.5 hours on this matter. At my hourly rate of \$800 per hour, our lodestar is \$57,200. My
17 firm and the firm of JAMES HAWKINS APLC have agreed to split the attorney's fees in this
18 matter 50/50.

19 23. In summary form, counsel's many tasks included the following: pre-filing
20 investigation, legal research, and research of Defendant and its operations; communicating with
21 Plaintiff regarding his responsibility in bringing the action, the facts of his case, his employment,
22 his work environment, his documents and Defendant's policies and procedures; drafting
23 pleadings and notices; drafting communications with the LWDA; reviewing Plaintiff and other
24 PAGA Members files and determining liability and evaluating claim and defense strengths and
25 weaknesses; communicating with aggrieved employees; legal research of case law and wage
26 orders regarding applicable claims and defenses; meeting and conferring over directly relevant
27 informal discovery; evaluating Defendant's policies; determining case strategy; communicating
28

1 with Defendant's Counsel; evaluating data provided in informal discovery; calculating PAGA
2 damages; negotiating settlement and settlement documents; communicating with the
3 administrator and responding to administrator's inquiries; engaging in settlement negotiations;
4 preparing the motion for approval of PAGA settlement and supporting documents. All of the
5 tasks and work performed were reasonable and necessary to the prosecution of this case and
6 justified, particularly in light of the result achieved.

7 24. I have reviewed the records in this matter and during the approximately two years
8 litigating this matter, my firm has spent approximately 71.5 hours on this matter. Our
9 unadjusted lodestar for the hours spent on this case amounts to approximately \$57,200 (71.5 x
10 \$800 = \$57,200). Given my experience and the focus of my practice, if I were to charge for my
11 type of work by the hour my rate would be \$800 per hour. An \$800 rate is warranted based on
12 my years of experience in a highly specialized area of law and is in line with the Laffey Matrix.
13 Having reviewed numerous declarations in support of fee applications in California Courts, I
14 also have knowledge of hourly rates charged by other attorneys practicing in the field of
15 employment law in California. Based on that information, I believe that my rate and the rates of
16 the attorneys in my firm are fully consistent with the market rate for attorneys with comparable
17 expertise, experience and qualifications. Based on the information I have, I believe that the rates
18 of our firm are reasonable and appropriate fees for Los Angeles attorneys with comparable
19 expertise, experience, and qualifications.

20 ATTORNEYS' COSTS

21 25. As of the date of this declaration, my firm has incurred actual costs in the
22 amount of \$3,404.61 in this action. These costs were reasonable and necessary to prosecute
23 this case to a successful conclusion. The following is a breakdown of my firm's costs incurred
24 to date:

Cost Description	Amount
Court Costs and Filing Fees	\$1,495.00
Attorney Service / Runner Expenses	\$210.00

Court Communications	\$24.00
Postage and Delivery	\$40.51
Reproduction and Copying Expenses	\$135.10
Expert Services	\$1,500.00
TOTAL:	\$3,404.61

26. The Settlement provides for reimbursement of reasonable litigation costs not to exceed \$30,000.00. The costs of Class Counsel to date total \$10,654.61, which is much lower than the capped amount under the Settlement.

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

Executed this February 6, 2025 at Los Angeles, California.

Shoham Solouki
/s/ Shoham J. Solouki
 SHOHAM J. SOLOUKI, Declarant