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Joel Zelaya and Demetrio Montes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOEL ZELAYA, an Individual;
DEMETRIO MONTES, an Individual;

Plaintiffs,

vs.

COMMERCIAL LUMBER & PALLET
CO., INC., a California Corporation;
RAYMOND GUTIERREZ, an Individual;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22PSCV00340

Related Case: 22STCV03643

*Reassigned for all purposes to Hon. Stuart M. Rice,
Dept. 1*

**DECLARATION OF HEATHER K. COX IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND SETTLEMENT OF
PAGA CLAIM, ATTORNEYS' FEES, COSTS,
CLASS REPRESENTATIVE SERVICE
AWARD, AND ENTERING OF FINAL
JUDGMENT**

DATE: February 2, 2024

TIME: 10.30 a.m.

DEPT: 1 (Spring Street)

DECLARATION OF HEATHER K. COX

I, Heather K. Cox, declare and state as follows:

1. I am an attorney employed by the Barkhordarian Law Firm, PLC, counsel for Plaintiff Joel Zelaya (“Plaintiff Zelaya”) and Plaintiff Demetrio Montes (“Plaintiff Montes” and collectively hereinafter with Plaintiff Zelaya “Plaintiffs”) in the above-captioned matter. I am one of the attorneys responsible for the representation of Plaintiffs in the above-captioned action. I have personal knowledge of the facts set forth below, except for those which I have described as being based on information and belief, and, if called as a witness, I could and would competently testify thereto.

2. I am making this declaration in support of the Motion for Final Approval of Class Settlement filed in this action.

Procedural History

3. Defendant Commercial Lumber & Pallet Co. Inc. is a California Corporation with its primary place of business located in the City of Industry, California. Defendant is a pallet manufacturer that offers pallets, recycled pallets, crates, industrial lumber, and pallet recycling. Individual Defendant Raymond Gutierrez is an owner and manager of Defendant Commercial Lumber & Pallet Co. Inc. Defendant Commercial Lumber & Pallet Co., Inc. and Defendant Raymond Gutierrez hereinafter are collectively referred to as “Defendants.”

4. Plaintiff Zelaya began working for Defendants on or about May 16, 2012 until approximately December 27, 2022. At all times during Plaintiff Zelaya’s employment, he was classified as a non-exempt hourly employee. Plaintiff Montes began working for Defendants in or about March 1990 until approximately December 27, 2022. At all times during Plaintiff Montes’ employment, he was classified as a non-exempt hourly employee. Defendants maintained certain standard policies and practices throughout Plaintiffs’ employment.

5. On January 17, 2022, Plaintiffs filed a notice with the California Labor and Workforce Development Agency (“LWDA”) alleging various labor code violations committed by Defendants.

1 6. On April 6, 2022, Plaintiffs filed a complaint for (1) individual claims of failure to
2 provide rest breaks and (2) for penalties pursuant to the Private Attorney General Act (“PAGA”).
3 In the complaint, Plaintiffs allege that Defendants only allowed employees to take one twenty-
4 minute break instead of two separate ten-minute rest breaks as required by the California Labor
5 Code and Industrial Wage Orders. Thereafter, counsel for Plaintiffs and Defendants met and
6 conferred and Plaintiffs filed a First Amended Complaint (“FAC”) on May 16, 2022. Defendants
7 filed their answer on June 17, 2022.

8 7. Shortly thereafter, Plaintiffs and Defendants agreed to private mediation utilizing
9 the services of Michael Young, a respected mediator with extensive experience and knowledge in
10 the area of wage and hour PAGA and class action mediation. Prior to the mediation, Defendants
11 produced information to analyze the allegations as well as additional information beyond the scope
12 of the FAC to analyze additional claims and the potential of expanding the case to include class
13 allegations. The full-day remote mediation was conducted via zoom on October 11, 2022. With the
14 assistance of Mr. Young, the Plaintiffs and Defendants reached agreement on a proposed class
15 settlement. Once all parties agreed to accept a mediator’s proposal from Mr. Young, Class Counsel
16 worked closely with counsel for the other related matters in preparing, reviewing and coordinating
17 all law and motion papers. Further, I had multiple discussions with co-counsel regarding the two
18 cases and the settlement. Class Counsel have also been active participants in the claims
19 administration process, not only in terms of reviewing issues with all other parties and the
20 settlement administrator but also in fielding telephone calls from class members with questions
21 about the case, the settlement, and the claims administration process.

22 8. On February 8, 2023, Plaintiffs filed an amended notice with the LWDA alleging
23 additional various labor code violations committed by Defendants. On February 17, 2023,
24 Plaintiffs filed a Second Amended Complaint (“SAC”) asserting the following causes of actions:
25 (1) Failure to Provide Required Rest Periods; (2) Failure to Provide Required Meal Periods; (3)
26 Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay Timely
27 Wages; (6) Failure to Pay All Wages Due to Discharged and Quitting Employees; (7) Failure to
28 Maintain Required Records; (8) Failure to Furnish Accurate Itemized Wage Statements; (9)

1 Unlawful Discount and Deduction of Entitled Wages; (10) Unlawful Assignment of Wages; (11)
2 Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (12)
3 Unfair and Unlawful Business Practices; and (13) Civil Penalties Pursuant to California Private
4 Attorneys General Act (Labor Code §2698, et seq.).

5 9. Defendants filed their answer to the SAC on March 21, 2023.

6 10. On February 27, 2023, this matter was deemed related to case *Pedro Negrete v*
7 *Commercial Lumber & Pallet Co. Inc.*, Los Angeles Superior Court case number 22STCV03643
8 and was reassigned to the current department.

9 11. Subsequently, counsel for Plaintiff Pedro Negrete, counsel for Plaintiffs Zelaya and
10 Montes, and counsel for Defendants (herein after collectively the “Parties”) drafted and agreed to
11 the terms of settlement set forth in the Joint Stipulation of Settlement. The Parties also agreed to
12 the form of Class Notice, attached as Exhibit A to the Joint Stipulation of Settlement.

13 12. Plaintiffs filed their motion for Preliminary Approval of the Settlement Agreement
14 on August 11, 2023.

15 13. After reviewing Plaintiffs motion and after a hearing on August 18, 2023, the Court
16 requested additional information and directed the Parties to address certain concerns.

17 14. The Parties addressed all issues raised by the Court, revised the Class Notice and
18 submitted a revised pleadings and the proposed class action settlement was approved on September
19 1, 2023 and issued an order granting Preliminary Approval.

20 15. Pursuant to the Settlement Agreement and the Preliminary Approval Order, claims
21 administration was managed by CPT Group Inc.

22 **Investigation of Claims**

23 16. My co-counsel Gregory P. Wong, my legal assistants, and I conducted multiple
24 interviews with Plaintiffs and reviewed a substantial amount of relevant documents, including
25 written discovery responses, detailed payroll and time records, labor agreements, Defendants’
26 relevant employment policies, and Plaintiffs’ personnel files. The Plaintiffs and Defendants
27 engaged in substantial formal and informal discovery, including exhaustive analysis of time
28

1 records including raw data in excel and in .txt files for Plaintiffs and the putative class prior to
2 mediation.

3 17. In preparation for mediation, Class Counsel committed all available resources to
4 prepare for mediation in order to maximize the odds of achieving a fair settlement on behalf of the
5 Class. In addition to painstaking review of the policy and procedure documents and pay
6 information produced by Defendant, Class Counsel conducted follow up interviews with Plaintiffs.
7 Class Counsel also committed extensive time toward reviewing and analyzing the copious
8 electronic time, and pay reports produced by Defendant. Once the Parties agreed to participate in
9 mediation, Defendant provided an extensive production of all timecard data for all employees in
10 the putative class during the entirety of the class period. A portion of the class data was produced
11 in ninety-seven (97) electronic .txt files. These files represented the available data for the years
12 2018-2020. In order to analyze this data, the .txt file was cleaned up, formatted, and imported into
13 a comma separated values spreadsheet. The comma separated values spreadsheet was then imported
14 into a Microsoft Excel spreadsheet for analysis. The data for all pay periods after 2020 was
15 produced in a series of six (6) Microsoft Excel 97-2003 Worksheets comprising approximately
16 146,414 lines of timecard records. After formatting the Excel data into an analytic set by deleting
17 any extraneous records and combining it with the earlier data produced in .txt format, Mr. Wong
18 was able to conduct a full “wall-to-wall” analysis of all available time records for all class members
19 during the class period. There were no concerns regarding statistical significance, because we were
20 not working with a sample of data – we were working with the entirety of the available data. The
21 pre-mediation data allowed us to reasonably analyze the potential maximum recovery in this action
22 as well as provide a risk-adjusted view of the value of the claims alleged. Mr. Wong also analyzed
23 potential class certification issues based on variations in staffing, violation rates, and other factors.

24 **Damage Assessment & Valuation**

25 18. Class Counsel reviewed the payroll records and other information provided by
26 Defendants as well as applicable labor agreements, and determined that the average rate of pay for
27 all class members during the Class Period was approximately \$16.51 per hour. Additionally,
28 Defendants employed employees who worked piece rate.

1 19. Based on information provided by counsel for Defendant at mediation, Class
2 Counsel determined that there were 248 class members with approximately 170 who worked
3 during the PAGA period at the time of mediation. Based on the data and information provided,
4 Class Counsel also estimated: (1) the number of employees who separated employment during the
5 three year statute of limitations period relevant to Plaintiffs' waiting time penalties claim which
6 covers the COVID-19 pandemic (estimated about 78); (2) the estimated total number of shifts
7 worked in the class period (approximately 45,725); and (3) the estimated total number of pay
8 periods in the one-year statute of limitations worked by all class members (approximately 15,800).

9 20. Using the base statistics set forth above, Class Counsel developed a damages model
10 for purposes of mediation that evaluated the maximum potential recovery for all claims alleged in
11 the Action.

12 21. Class Counsel calculated total potential Meal Break and Rest break claims of
13 **\$3,019,679.00** each based on an assumption of a 100% violation rate for all shifts worked by class
14 members and the average hourly rate for all employees.

15 22. In evaluating Plaintiff's Failure to Pay All Wages, Class Counsel calculated total
16 potential lost wages due to: (1) unpaid overtime due to working off the clock of \$471,824.84 based
17 on an assumption of 2.50 hours of unpaid "off the clock" work per week; and (2) unpaid minimum
18 wage for hours worked due to working off the clock of \$885,921.88 based on an assumption of
19 2.50 hours of unpaid "off the clock" work per week.

20 23. Class Counsel calculated total potential Waiting Time Penalties of **\$309,067.20**
21 based on the average hourly rate for all employees in the waiting time sub-class.

22 24. Class Counsel calculated total potential Wage Statement Penalties of **\$680,000.00**
23 based on an assumption of a \$4,000.00 penalty for every class member who worked during the one
24 year limitations period.

25 25. Class counsel calculated potential maximum recovery for unreimbursed business
26 expenses at **\$49,600.00** based on alleged failure to reimburse expenses based on an assumption of
27 \$200.00 in unreimbursed business expenses relating to tools and other equipment for all class
28 members.

26. Class counsel calculated the maximum potential recordkeeping violations penalties in the amount of **\$85,000.00**.

27. Class counsel calculated the maximum potential PAGA penalties in the amount of **\$3,143,000.00** based on the “default” penalty of \$100 per aggrieved employee for each initial pay period in the PAGA limitations period and \$200 per PAGA sub-class member for each subsequent pay period in the PAGA limitations period.

28. The results of Class Counsel’s analysis of the claims asserted in this Action are summarized below:

Claim	Maximum Potential Recovery
Rest Break Penalties	\$3,019,679.00
Meal Break Penalties	\$3,019,679.00
Unpaid OT	\$471,824.84
Unpaid Min. Wage	\$885,921.88
Waiting Time Penalties	\$309,067.20
Wage Statement Penalties	\$680,000.00
Reimbursement (tools)	\$49,600.00
Record Keeping Penalty	\$85,000.00
PAGA	\$3,143,000.00
Total	\$11,663,771.92

29. In order to evaluate the range of potential outcomes and the fairness of a proposed settlement, Class Counsel also evaluated the “risk-adjusted” potential class recovery factoring in Defendants’ potential defenses.

30. In order to calculate the “risk-adjusted” rest break violation claim, Class Counsel evaluated Plaintiffs’ odds of prevailing on class certification with respect to this cause of action at 25% to 50%. Class Counsel also considered the rate of rest break violations which class members actually experienced and suffered from the alleged Labor Code violations at 25% to 50%. Based on these calculations, the “risk-adjusted” value of the wage statement claim was **\$188,729.94** to **\$754,919.75**.

31. In order to calculate the “risk-adjusted” meal break violation claim, Class Counsel evaluated Plaintiffs’ odds of prevailing on class certification with respect to this cause of action at

1 25% to 50%. Class Counsel also considered the rate of meal break violations which class members
2 actually experienced and suffered from the alleged Labor Code violations at 25% to 50%. Class
3 Counsel also accounted for a 25% to 75% discounted chance of Defendants successfully raising a
4 merits based defense to the meal break violation claim such as a legitimate waiver of the meal
5 break. Further, the extent the class members took a meal break and/or meal breaks were provided
6 was accounted for with a discount at 25% to 75%. Based on these calculations, the “risk-adjusted”
7 value of the wage statement claim was **\$11,795.62 to \$424,642.36**.

8 32. In order to calculate the “risk-adjusted” unpaid wages claim due to unpaid overtime,
9 Class Counsel evaluated Plaintiffs’ odds of prevailing on class certification with respect to this
10 cause of action at 20% to 50%. Class Counsel also accounted for the fact that not all shifts were
11 over eight (8) hours which entitled the employee to overtime premium pay at 10% to 25%. Based
12 on these calculations, the “risk-adjusted” value of the unpaid wages claim due to unpaid overtime
13 is **\$3,774.60 to \$70,773.73**.

14 33. In order to calculate the “risk-adjusted” unpaid minimum wages claim, Class
15 Counsel evaluated Plaintiffs’ odds of prevailing on class certification with respect to this cause of
16 action at 20% to 50%. Class Counsel also accounted for the fact that not all shifts included off the
17 clock work which entitled the employee to minimum wage pay at 10% to 25%. . Based on these
18 calculations, the “risk-adjusted” value of the unpaid minimum wages claim is **\$7,087.38 to**
19 **\$132,888.28**.

20 34. In order to calculate the “risk-adjusted” waiting time claim, Class Counsel
21 evaluated Plaintiffs’ odds of prevailing on class certification with respect to this cause of action at
22 25% to 50%. Class Counsel also accounted for a 25% to 75% chance of Defendants successfully
23 raising a merits based defense to the waiting time claim, such as failure to prove a willful violation
24 of the statute. Further, Class Counsel also considered that not all class members were entitled to
25 additional wages at a 75% to 90% discount. Based on these calculations, the “risk-adjusted” value
26 of the waiting time claim was **\$14,487.53 to \$104,310.18**

27 35. In order to calculate the “risk-adjusted” wage statement claim, Class Counsel
28 evaluated Plaintiffs’ odds of prevailing on class certification with respect to this cause of action at

25% to 50%. Class Counsel also accounted for a 25% to 75% chance of Defendants successfully raising a merits based defense to the wage statement claim. Class Counsel also considered the rate at which class members were actually affected by the alleged Labor Code violations at 25% to 75%. Based on these calculations, the “risk-adjusted” value of the wage statement claim was **\$10,625.00 to \$191,250.00**.

36. In order to calculate the “risk-adjusted” reimbursement claim, Class Counsel evaluated Plaintiffs’ odds of prevailing on class certification with respect to this cause of action at 20% to 50%. Class Counsel also considered that not all class members were required to use tools requiring reimbursement at 10% to 25%. Based on these calculations, the “risk-adjusted” value of the reimbursement claim was **\$248.00 to \$3,100.00**.

37. In order to calculate the “risk-adjusted” recordkeeping violations claim, Class Counsel evaluated Plaintiffs’ odds of prevailing on class certification with respect to this cause of action at 25% to 50%. Class Counsel also considered the rate at which class members were actually affected by the alleged Labor Code violations at 10% to 25%. Based on these calculations, the “risk-adjusted” value of the reimbursement claim was **\$2,125.00 to \$10,625.00**.

38. In order to calculate the “risk-adjusted” PAGA violations claim, Class Counsel accounted for a 20% to 50% chance that a class member suffered from a Labor Code violation during that pay period. Class Counsel also accounted for a 20% to 50% chance that not all class members suffered from a Labor Code violation during that pay period. Finally, Class Counsel considered a reduction of 10% to 25% that the Court would use its discretion to reduce the penalty amount. Based on these calculations, the “risk-adjusted” value of the reimbursement claim was **\$251,445.06 to \$1,888,945.80**.

39. The overall results of Class Counsel’s exposure and risk analysis for this matter are summarized in the following table:

Claim	Max	High "Risk Adjusted" Recovery	Low "Risk Adjusted" Recovery
Rest Break Penalties	\$3,019,679.00	\$754,919.75	\$188,729.94
Meal Break Penalties	\$3,019,679.00	\$424,642.36	\$11,795.62

Unpaid OT	\$471,824.84	\$70,773.73	\$3,774.60
Unpaid Min. Wage	\$885,921.88	\$132,888.28	\$7,087.38
Waiting Time Penalties	\$309,067.20	\$104,310.18	\$14,487.53
Wage Statement Penalties	\$680,000.00	\$191,250.00	\$10,625.00
Reimbursement (tools)	\$49,600.00	\$3,100.00	\$248.00
Record Keeping Penalty	\$85,000.00	\$10,625.00	\$2,125.00
PAGA	\$3,143,000.00	\$196,437.50	\$12,572.00
Total	\$11,663,771.92	\$1,888,946.80	\$251,445.06

40. On August 11, 2023 I provided notice to the California Labor Workforce Development Agency through the website portal of this settlement agreement which includes a PAGA payment. As of the date of this declaration, the CLWDA has not responded to the submitted settlement.

Class Counsel Qualifications

41. I received my law degree from The University of San Francisco and was admitted to the California bar in 2011. I have practiced labor and employment law almost exclusively throughout my career. Between 2012 and 2013, I worked at Initiative Legal Group and then Capstone Law Group as an associate and my job duties included obtaining class data and class member declarations to support motions for class certifications. Between 2014 and 2019, I was an associate with the labor and employment law firm Carlin and Buchsbaum, LLP and continued to work on class actions and expanded my practice to include individual labor and employment claims and representative actions, including the Private Attorney General Action matters.

42. While employed at Carlin and Buchsbaum, LLP I served as named co-counsel on approximately 15 class and/or representative actions in both state and federal court. I gained substantial experience in various phases of litigating wage and hour class action matters. This includes developing case strategy, participating in and overseeing discovery, and participating in mediations.

43. I joined the Barkhordarian Law Firm in April 2020. My practice has continued to focus on the representation of workers in employment law matters. The representative matters for which I have been approved as class counsel for settlement and/or class certification purposes

1 include but are not limited to: *Hatfield v. Hota Productions LLC*, LASC Case No. 19STCV30328
2 and *Romero v. Rocker Bros. Meat & Provisions Inc.*, LASC Case No. 20TRCV00802 (PAGA
3 only).

4 44. I am informed and believe and based thereon allege that Gregory Wong received
5 his law degree from The University of California – Berkeley Law (Boalt Hall) and was admitted
6 to the California bar in 1999. He has practiced labor and employment law exclusively throughout
7 my career. Between 1999 and 2004 he was an associate with the international labor and
8 employment law specialty firm Littler Mendelson, PC. In 2004 he joined the labor and
9 employment group of Greenberg Traurig, LLP, where he was elevated to shareholder in 2009.
10 Mr. Wong rejoined Littler Mendelson in 2010 as a shareholder and worked there until founding
11 Adept Employment Law, APC in June of 2014.

12 45. Mr. Wong's professional accolades include being named a Super Lawyers
13 Magazine Rising Star (2008, 2009, 2012) and a Southern California Super Lawyer (2022, 2023).
14 In 2015, Mr. Wong was one of only 29 labor and employment attorneys in the industry named as
15 a BTI Client Service All-Stars based on BTI Consulting Group's annual survey of General Counsel
16 and Legal Decision Makers at large and Fortune 1000 companies.

17 46. As a management-side attorney with Littler Mendelson and Greenberg Traurig, Mr.
18 Wong gained substantial experience in all phases of litigating wage and hour class action matters.
19 This includes developing case strategy, participating in and overseeing discovery, drafting and
20 arguing motions for class certification, and participating in class action trial teams. Between 2010
21 and 2014, his litigation practice consisted almost entirely of class action litigation. Specifically,
22 Mr. Wong specialized in class action exposure evaluation and data-related case strategy.

23 47. Mr. Wong founded Adept Employment Law, APC in 2014 to expand his practice
24 to include advocacy for workers' rights on an individual and class or representative basis. Through
25 Adept Employment Law, APC, Mr. Wong served as lead counsel or co-lead counsel on twenty-
26 three (23) class and/or representative actions in both state and federal court.

27 48. Mr. Wong joined the Barkhordarian Law Firm in January of 2019. His practice has
28 continued to focus on the representation of workers in employment law matters. Since joining the

1 Barkhordarian Law Firm, Mr. Wong has filed more than seventy (70) class and/or representative
2 actions in both state and federal court

3 49. The representative matters for which Mr. Wong has been approved as class counsel
4 for settlement and/or class certification purposes include but are not limited to:

- 5 a. *Bernal v. Serco, Inc.*, Case No. 30-2020-01150203-CU-OE-CXC, Orange
6 County Superior Court;
 - 7 b. *Pagh v. Wyndham*, Case No.: 89:19-cv-00812, United States Federal District
8 Court for the Central District of California;
 - 9 c. *Hatfield v. Hota Productions*, Case No. 19STCV30328, Los Angeles County
10 Superior Court;
 - 11 d. *O'Braza v. Dignity Health* Case No.: 34-2018-00240446, Sacramento County
12 Superior Court;
 - 13 e. *Rodriguez v. Golden Leaf* , Case No. 20STCV05547, Los Angeles County
14 Superior Court;
 - 15 f. *Balajadia v. ECOLA*, Case No. 20CHCV00657, Los Angeles County Superior
16 Court;
 - 17 g. *Valle v. Earthbar, LLC* Case No. BC575277, Los Angeles Superior Court;
 - 18 h. *Rodriguez v. National Retail Transportation* Case No. BC594139, Los Angeles
19 County Superior Court;
 - 20 i. *Nunes v. California Dinner Entertainment, LLC*, Case No. 30-2014-00741912-
21 CU-OE-CXC. Orange County Superior Court;
 - 22 j. *McGuire, et al. v. GRID Alternatives*, 19STCV28671, Los Angeles County
23 Superior Court;
 - 24 k. *Colvin v. Graphics Packaging International, Inc.*, Case No. 2015-00781730-
25 CU-OE-CXC, Orange County Superior Court ; and
 - 26 l. *Williams v. Western Express*, Case No. 5:15-CV-00402-JBG-SPx, United States
27 Federal District Court for the Central District of California.
- 28

1 50. The settlement before the Court is extremely favorable to the Class and was
2 facilitated by the substantial amount of factual investigation, legal analysis, and advocacy by Class
3 Counsel. My firm has invested 244.10 attorney hours into this matter through the date of this
4 Motion. A detailed break-down of the hours spent by my firm on this matter is attached hereto as
5 Exhibit A. Class Counsel anticipates that up to an additional 10 hours of attorney time may be
6 needed to prepare for and appear at the final fairness hearing, address any further concerns the Court
7 might have about granting Final Approval, remaining involved in the settlement payment process,
8 and reporting back to the Court regarding distribution of any settlement funds.

9 51. Class Counsel have used the same billing and cost tracking software to record all
10 attorney hours and costs spent in the prosecution of this matter. I have direct access to the billing
11 and cost tracking software used by all class counsel in this matter and have personally reviewed
12 these records in preparing this declaration. .

13 52. The lodestar proposed by Counsel is based on a blended hourly rate of \$662.16. This
14 rate is commensurate with the rates charged for hourly engagements. In fact, the rate sought in this
15 action is less than the standard billable rates charged for Mr. Wong's time at the defense firms with
16 which Class Counsel Gregory P. Wong worked prior to founding Adept Employment Law, APC
17 and joining the Barkhordarian Law Firm.

18 53. Class Counsel has been awarded attorneys' fees based on a rate commensurate with
19 that claimed in this action on several occasions, including in the following matters: *McGuire v.*
20 *GRID Alternatives*, Los Angeles Superior Court Case Number *Valle v. Earthbar, LLC*, Los Angeles
21 Superior Court Case Number 19STCV28671 (award of attorneys' fees in wage and hour class
22 action based on an hourly rate for Mr. Wong of \$725.00); *Nunes, et al. v. California Dinner*
23 *Entertainment, LLC*, Orange County Superior Court Case Number 30-2014-00741912-CU-OE-
24 CXC (award of attorneys' fees in wage and hour class action); *Williams v. Western Express*, USDC
25 – Central District Case Number EDCV 15-402 JGB (SPx) (award of attorneys' fees by Hon. Jesus
26 G. Bernal in wage and hour class action); *Martinez v. Hartford Medical Management*, Los Angeles
27 Superior Court Case Number BC655530 (Award of attorneys' fees by Hon. Samantha P. Jessner in
28 single plaintiff retaliation lawsuit); *Kramer v. Lumber Liquidators* – Sacramento County Superior

1 Court Case No. 34-2017-00222434; *Vazquez v. Kair Harbor Express, LLC*, Los Angeles Superior
2 Court Case No. 19STCV03197 and *Emily Lavitola v. Valentino USA, Inc.* Orange County Superior
3 Court Case No. 30-2018-00986461.

4 54. Plaintiff's Counsels' rates are actually less than those judicially approved for other
5 plaintiff's firms. *See e.g. Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D.
6 Cal. June 28, 3013) (approving hourly rates of \$650-\$800 for senior attorneys in consumer class
7 action); *Laffitte v. Robert Half International, Inc.*, 231 Cal.App.4th 860 (2014) (approving hourly
8 rates of \$750 - \$500 in wage and hour class action); *Nguyen v. Wells Fargo & Company*, 2015 WL
9 7878 (2015) (approving rate of \$650 in wage and hour class action); *Heyen v. Safeway, Inc.*, 2014
10 WL 2154676 (2014) (approving rates of up to \$1000/hr. in wage and hour class action).

11 55. The Class Counsel have incurred and anticipate a total of \$12,748.97 in costs and
12 expenses that would normally be billed to a fee-paying client. These costs consist of the following:

13

Cost and Expense	Amount
Category	
Filing Fees	\$1,691.65
Messenger and Court Service	\$1,300.47
Case Anywhere (including anticipated cost through final accounting of settlement)	\$1,381.85
Mediation Fees	\$8,375.00
Grand Total	\$12,748.97

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22 I declare under penalty of perjury under the laws of the State of California that all the
23 foregoing is true and correct. Executed on January 8, 2024 in Culver City, California.

24 By: /s/ Heather K. Cox
25 HEATHER K. COX
26
27
28

EXHIBIT

A

EXHIBIT A

Phase	Timekeeper	Hours	Fees	Representative tasks
Investigation/Pre-Filing	Total	21.3	\$13,462.50	Interview clients, investigate defendants and potential legal claims.
	GPW	1.5	\$1,087.50	
	HKC	19.8	\$12,375.00	

Pleadings	Total	14.80	\$9,350.00	Draft and revise PAGA Notice and Complaint
	GPW	1.00	\$725.00	
	HKC	13.80	\$8,625.00	

Case Management	Total	12.30	\$7,727.50	Telephone conferences with opposing counsel and co-counsel re case management matters; review of court orders and notices.
	GPW	0.40	\$290.00	
	HKC	11.90	\$7,437.50	

Discovery	Total	14.80	\$9,250.00	Propound and review discovery requests to Defendant on behalf of Montes and Zelaya
	HKC	14.80		

Pre-Mediation	Total	101.9	\$71,017.50	Extensive data analysis; document review, consult with clients, mediation brief
	GPW	73.3	\$53,142.50	
	HKC	28.6	\$17,875.00	

Mediation	Total	18	\$12,100.00	Prepare for and participate in mediation; review MOU with clients.
	GPW	8.5	\$6,162.50	
	HKC	9.5	\$5,937.50	

Preliminary Approval	Total	36.2	\$22,855.00	Prepare motion for preliminary approval and settlement stipulation; prepare for preliminary approval hearing.
	GPW	2.3	\$1,667.50	
	HKC	33.9	\$21,187.50	

Final Approval	Total	24.8	\$15,870.00	Prepare Motion for Final Approval
	GPW	3.7	\$2,682.50	
	HKC	21.1	\$13,187.50	

Overall

Timekeeper	Hours	Fees
GPW	90.7	\$65,757.50
HKC	153.4	\$95,875.00
Grand Total	244.1	\$161,632.50