

Rana Nader (SBN 247182)
nader@proxylawfirm.com
Hengameh S. Safaei (SBN 248048)
safaei@proxylawfirm.com
PROXY LAW FIRM LLP
10880 Wilshire Boulevard, Suite 1101
Los Angeles, California 90024
Telephone: (310) 853-8333
Facsimile: (310) 861-5931

Attorneys for Plaintiff LUCIO MENJIVAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ANGEL RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

AMERICAN TEXTILE MAINTENANCE, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

LUCIO MENJIVAR, on behalf of himself and
all other aggrieved employees,

Plaintiff,

v.

AMERICAN TEXTILE MAINTENANCE
COMPANY, a California corporation d/b/a/
REPUBLIC MASTER CHEFS TEXTILE
RENTAL SERVICES, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22STCV17855 (Lead)
(Consolidated with Case No.
22STCV10611)

*Assigned for all purposes to the
Honorable Elaine Lu, Dept. 9*

**DECLARATION OF RANA NADER IN
SUPPORT OF NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, ENHANCEMENT PAYMENTS,
AND SETTLEMENT ADMINISTRATION
COSTS**

Date: March 25, 2024
Time: 10:00 a.m.
Place: Department 9

Menjivar Complaint Filed: March 28, 2022

1 **DECLARATION OF RANA NADER**

2 I, Rana Nader, declare:

3 1. I am an attorney duly authorized and licensed to practice law before all courts in the State
4 of California. I am a partner of Proxy Law Firm, LLP, counsel of record for Plaintiff Lucio Menjivar's
5 ("Plaintiff"), on behalf of himself and all other aggrieved employees in this action. I submit this
6 Declaration in support of Plaintiffs' Notice of Motion and Motion for Final Approval of Class Action
7 and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement
8 Administration Costs. Defendant American Textile Maintenance Company doing business as Republic
9 Master Chefs ("American Textile" or "Defendant") does not oppose this Motion. I am familiar with the
10 factual background, procedural history, files, pleadings, discovery, and communications in this matter.
11 Unless stated on information and belief, I make this declaration of my own personal knowledge and if
12 called to testify, I could and would so competently on the basis of my own personal knowledge or
13 information and belief.

14 **CLASS COUNSEL'S BACKGROUND AND EXPERIENCE**

15 2. I received a B.A. in Political Science from the University of Irvine, California in 2001. I
16 received my law degree from Pepperdine School of Law in 2005, where I also received a Certificate of
17 Dispute Resolution from the Straus Institute for Dispute Resolution. I was admitted to the California
18 State Bar in December 2006. I am admitted to practice in all state courts in California. Upon admission
19 to the bar, I practiced law in state and federal courts in numerous reputable law firms in California,
20 including Jones Day, from 2009 to 2014 during which time I was a commercial business litigator. I also
21 started my own practice Nader Law Group in December 2016, at which time I represented both plaintiffs
22 and defendants in litigation matters. Since October 2020, my practice has been devoted exclusively to
23 labor and employment law, including wage-and-hour (individual, representative, and class actions),
24 employment discrimination, workplace harassment, wrongful termination, and retaliation.

25 3. Throughout my practice at Proxy Law Firm, I have successfully resolved employment
26 and labor disputes in state courts, before various administrative agencies, and through alternative dispute

1 resolutions. I have engaged in all aspects of litigation, including discovery, alternate dispute resolution,
2 and motion practice related to numerous wage-and-hour class and representative actions under PAGA.

3 4. Since I became a founding partner of Proxy Law Firm LLP in 2020, I have exclusively
4 focused my practice on plaintiff-side employment and labor disputes in California, including litigation
5 of individual, class, and representative wage and hour claims. Proxy Law Firm LLP, either on its own,
6 or with co-counsel, is currently serving as plaintiffs' counsel in numerous wage and hour and
7 employment class action and representative cases in Superior Courts throughout California.

8 5. I continue to actively develop and advance my knowledge of California wage-and-hour
9 laws, including ongoing legal training and continuing education. I am a member of the Consumer
10 Attorneys Association of Los Angeles ("CAALA") and regularly consult and collaborate with other
11 employment attorneys regarding California employment and labor laws.

12 6. Since opening my law firm, I have served as lead counsel or co-counsel in several wage
13 and hour class and/or representative actions seeking wages and penalties on behalf of employees for
14 which approval of the settlement has been granted, including, but not limited to, the following matters:

- 15 a. *Juan Chavez Duenas v. Anthony International, Inc.*, 22STCV19519, (Superior Court
16 of California, County of Los Angeles- granting approval of PAGA representative
17 action settlement);
- 18 b. *Emanuel Sanchez Hernandez v. G&J Martinez Express, Inc.*, 22STCV36967,
19 (Superior Court of California, County of Los Angeles- granting approval of Class
20 Action Settlement);
- 21 c. *Sanjuanita Erica Garcia v. Arborwell, LLC*, 22CV015155, (Superior Court of
22 California, County of Los Angeles- granting approval of Class Action and PAGA
23 Settlement);
- 24 d. *Espinoza v. Silverado Resort Services Group LLC*, 21CV001300 (Superior Court of
25 California, County of Napa – wage-and-hour class action appointing Proxy Law Firm
26 LLP as class co-counsel in settlement);

- 1 e. *Giron v. Fior Di Sole, LLC*, FCS057441 (Superior Court of California, County of
2 Solano – granting approval of PAGA representative action settlement);
- 3 f. *Ochoa v. Estrella Radio Broadcasting of California LLC, et al.*, 21STCV14134
4 (Superior court of California, County of Los Angeles, granting approval of PAGA
5 representative action settlement);
- 6 g. *Arzate v. Stephen H. Smith Farms, Inc.*, CV-21-002057 (Superior Court of California,
7 County of Stanislaus – granting approval of PAGA wage-and-hour representative
8 action settlement)
- 9 h. *Diaz v. A&W Farms LLC*, BCV-21-100836 (Superior Court of California, County of
10 Kern – granting approval of representative action settlement);
- 11 i. *Sandoval v. David & Carolyn Santos Farm Management LLC, et. al*, 21CV-03307
12 (Superior Court of California – County of Merced – granting approval of
13 representative action settlement);
- 14 j. *Zepeda v. Sunshine Raisin Corporation, et al.*, CIVSB2133568 (Superior Court of
15 California, County of San Bernardino – granting approval of representative action
16 settlement);
- 17 k. *De La Trinidad v. Durango Foods, Inc., et al.*, C21-01819 (Superior Court of
18 California, County of Contra Costa – granting approval of wage-and-hour
19 representative action settlement).

20 PROCEDURAL HISTORY AND FACTUAL BACKGROUND

21 7. On January 18, 2022, my office sent Plaintiff's PAGA Notice via online filing to the
22 California Labor & Workforce Development Agency ("LWDA") and to Defendant (via certified mail)
23 regarding Defendant's alleged Labor Code violations. Plaintiff's PAGA Notice was accompanied by a
24 filing fee of \$75.00. The LWDA did not provide notice of its intention to investigate the violations. To
25 date, my firm is not aware of any opposition to this action by the LWDA.

26

8. Plaintiff filed a Complaint for Violation of the California Private Attorneys General Act on March 28, 2022. Plaintiff represents himself and current and former non-exempt employees hired by Defendant. This lawsuit is predicated on the following alleged Labor Code violations: (1) failure to pay minimum wages; (2) Failure to Timely Pay Wages During Employment; (3) Failure to Pay All Wages Due Upon Separation of Employment; and (4) Failure to Furnish Accurate Itemized Wage Statements.

9. On May 31, 2022, Plaintiff Rodriguez filed a Class Action Complaint for Damages in the action entitled *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court Case No. 22STCV17855.

10. During the course of this litigation, the parties engaged in extensive discussions regarding the facts and theories of the case and Defendant's defenses. The parties subsequently engaged in numerous settlement discussions.

11. On May 16, 2023, Plaintiff Rodriguez, Plaintiff Menjivar and Defendant participated in a formal mediation conducted by Jill R. Sperber, Esq., a neutral and respected mediator with extensive experience in complex wage and hour matters, which did not at first result in a settlement at that time. However, the Parties were able to reach a settlement and worked extensively to memorialize the terms of their settlement in a long form settlement agreement.

THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

12. My office analyzed Plaintiffs' exposure analysis and legal arguments and Defendant likewise presented their defenses and legal and factual arguments. After extensive settlement discussions and negotiations, the parties were eventually able to resolve the case. A Gross Settlement Amount of \$1,175,0000 (minus the requested Attorneys' Fees and Costs, Settlement Administration Costs, PAGA Amount, and Enhancement Payments), which will be allocated to all Settlement Class Members on a pro-rata basis. This relief would provide monetary relief for an estimated (1,477) Class Members as of June 2024 who were employed by Defendant, from the Net Settlement Amount, which is currently estimated to be Six Hundred Seventy-Six Thousand Six Hundred Forty-Two Dollars and Twelve Cents

1 (\$676,642.12). The relief is reasonable when viewed against the difficulties encountered by plaintiffs
2 pursuing wage and hour cases.

3 13. On or about April 2, 2024, the Parties fully executed the Settlement Agreement which
4 was presented to this Court for approval. The settlement was reached after good faith, non-collusive,
5 arms-length negotiations between the parties represented by informed and experienced counsel.

6 14. On May 20, 2024, Plaintiff filed an unopposed Motion for Preliminary Approval of the
7 proposed Settlement.

8 15. On August 28, 2024, the Court entered a Motion for Preliminary Approval of Class
9 Action Settlement Checklist Order wherein the Court raised certain inquiries regarding the settlement.

10 16. Based on the Court's inquiries as set forth in the August 28, 2024 Checklist, the Parties
11 negotiated and entered into the First Amended Joint Stipulation of Class Action and PAGA Settlement.

12 17. On October 30, 2024, Plaintiffs filed supplemental briefing that addressed the Court's
13 points of inquiry in the August 28, 2024 Checklist.

14 18. The Court granted Plaintiffs' Motion for Preliminary Approval on December 4, 2024.

15 19. Pursuant to the terms of the Settlement Agreement, Defendant will pay a total settlement
16 amount of \$1,175,000 (the Gross Settlement Amount). From this amount, one-third (1/3) is allocated to
17 Class Counsel for attorneys' fees in the amount of \$391,666.66 and up to \$30,000 is allocated to
18 litigation costs, \$50,000 shall be allocated to the resolution of the PAGA claim, of which 75% (\$37,500)
19 will be paid directly to the LWDA, and the remaining 25% (\$12,500) will be paid to the Individual
20 PAGA Payments, \$7,500 to each Plaintiffs (for a total of \$15,000) will be allocated for Enhancement
21 Payments, and up to \$25,000 will be allocated for Settlement Administration Costs. The percentage
22 award is commensurate with the risks that our firm undertook in commencing and litigating this case on
23 a contingency basis.

24 20. The Settlement does not require Settlement Class Members to submit claims as a
25 prerequisite to receiving their *pro rata* share of the Net Settlement Amount nor does it require PAGA
26 Members to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent

(25%) of the PAGA Amount. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

21. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member.

ATTORNEYS' FEES AND COSTS

22. The requested attorneys' fees of \$391,666.66, which is one-third of the common fund, is a reasonable return for the relative strengths and weaknesses of the cases, the risks inherent to litigation, and the defenses asserted by Defendant. Class Counsel has achieved an excellent result for the Class during hard fought negotiations. My office has extensive experience in wage and hour disputes and was able to use our extensive experience and skills to achieve this result.

23. Notice of the requested award of fees and costs is included the Class Notice to the Class.

24. Attorneys for Plaintiffs have submitted a copy of the Settlement Agreement and Amended Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2). The LWDA has not objected or otherwise responded to the submission.

25. I am fully familiar with the legal and factual issues in this matter and have specific experience litigating complex wage and hour actions as set forth above. Besides myself, my partner at Proxy Law Firm, Hengameh Safaei, whose practice is also actively devoted to the representation of plaintiffs in employment class actions and representative actions. Ms. Safaei is a 2006 graduate of University of California, Hastings College of the Law and has over sixteen years of litigation experience,

1 and has exclusively litigated employment cases since 2013. Since the inception of Proxy Law Firm LLP,
2 Ms. Safaei has focused her practice on the representation of employees against employers in California.

3 26. The requested fee was freely negotiated, is common in the legal marketplace is
4 commensurate with the risks that our firm undertook in commencing and litigating this case on a
5 contingency basis. The requested fees are also in line with attorneys' fee awards granted approval in
6 class and representative PAGA cases by courts in California. *See e.g., Pomele v. Superior Healthcare*
7 *Equipment & Services, Inc.*, Superior Court of California, County of Sonoma, Case No. SCV-262733,
8 Order Granting Final Approval of Class Action Settlement and Judgment (the Honorable Judge Patrick
9 Broderick granted approval of class action settlement and awarded Plaintiff's counsel fees of one-third
10 of gross settlement amount); *Flores v. Santa Monica Seafood Company*, Superior Court of California,
11 County of Los Angeles, Case No. BC697666, Final Order and Judgment, November 17, 2020 (the
12 Honorable Judge Rafael A. Ongkeko granted approval of class action and PAGA settlement and
13 awarded Plaintiff's counsel attorneys' fees of 35% of gross settlement amount); *Gomez v. Fairway*
14 *Staffing Services, Inc.*, Superior Court of California, County of Los Angeles, Case No. BC689771, Order
15 Granting Plaintiff's Motion for Final Approval of Class Action Settlement, July 29, 2019 (the Honorable
16 Judge Kenneth R. Freeman granted approval of class action and PAGA settlement and awarded
17 Plaintiff's counsel attorneys' fees of 35% of gross settlement amount); *Salguero v. Deliv, Inc.*, Superior
18 Court of California, County of Los Angeles, Case No. 19STCV32534, Order Granting Final Approval
19 of Class Action Settlement, November 1, 2021 (the Honorable Judge Yolanda Orozco granted approval
20 of class action and PAGA settlement and awarded Plaintiff's counsel attorneys' fees of 35% of gross
21 settlement amount); *Banda v. Verizon California Inc.*, Superior Court of California, County of Los
22 Angeles, Case No. BC434587, Final Order Approving Settlement of Class Action, January 13, 2015
23 (the Honorable Judge Mitchell Beckloff granted approval of class action and PAGA settlement and
24 awarded Plaintiff's counsel attorneys' fees of 35% of gross settlement amount); *see also, Phillips v.*
25 *Merrill Gardens, LLC*, Superior Court of California, County of San Diego, Case No. 37-2015-00042785,
26 Final Approval Order and Judgment, March 19, 2018 (the Honorable Judge John S. Meyer granted

1 approval of class action and PAGA settlement and awarded Plaintiff's counsel attorneys' fees of 35%
2 of the gross settlement amount); *Robles v. Altamed Health Services Corporation*, Superior Court of
3 California, County of Los Angeles, Case No. BC639623, Order and Judgment Granting Approval of
4 Private Attorneys General Act Settlement Agreement, October 31, 2018 (the Honorable Judge David
5 Sotelo granted approval of PAGA settlement and awarded Plaintiff's counsel attorneys' fees of 35% of
6 gross settlement amount); *Lee v. Oberman Tivoli & Pickert, Inc.*, Superior Court of California, County
7 of Los Angeles, Case No. BC669680, Final Order and Judgment, July 16, 2020 (the Honorable Judge
8 David J. Buckley granted approval of PAGA settlement and awarded Plaintiff's counsel attorneys' fees
9 of 35% of gross settlement amount).

10 27. Proxy Law Firm has performed all the work on behalf of Plaintiff since the inception of
11 Plaintiff's case, including:

- 12 a. client intake and interviews;
- 13 b. fact investigation and evaluation;
- 14 c. research and analysis of alleged Labor Code violations;
- 15 d. preparation and filing of Plaintiff's PAGA Notice;
- 16 e. preparation and filing of Plaintiff's PAGA Complaint;
- 17 f. review and evaluation of Defendant's document production;
- 18 g. preparing discovery requests and responding to discovery requests;
- 19 h. review notices, communications, and Orders from the Court;
- 20 i. review and evaluation of Defendant's responses to informal exchange of information
21 for settlement discussions;
- 22 j. attending mediation with all parties;
- 23 k. reviewing, revising, and/or preparing the Settlement Agreement; and
- 24 l. reviewing, revising, and/or preparing law and motion papers, including the papers
25 concerning this motion for approval; and coordinating approval of the settlement with
26 opposing counsel.

28. Proxy Law Firm has entered into written fee splitting agreements with Blackstone APC and Lavrac Accident Law. Plaintiff Menjivar has agreed to and approved the aforementioned fee-splitting agreements in writing with both law firms as set forth in Plaintiff Menjivar's Declaration in Support of Motion for Final Approval of Class Action and PAGA Settlement ¶10.

29. I have reviewed a summary of the billing records for this action, which are maintained by my office during the regular course of business and billed contemporaneously. The bill for the attorneys' fees is summarized in the chart below.

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Rana Nader	Partner	2006	\$800	140	\$112,000
Hengameh Safaei	Partner	2007	\$800	37.2	\$29,760
Total				177.20	\$141,760

REQUESTED ENHANCEMENT PAYMENT

30. For Plaintiff Menjivar's efforts in assisting with the prosecution of the action, the Settlement Agreement allocates \$7,500 as a service award and general release payment to Plaintiff for his time and efforts in the prosecution of this action as the PAGA representative, the risk he undertook by attaching his name to this action, as well as for Plaintiff's general release. As set forth in Plaintiff's supporting declaration, filed concurrently, Plaintiff made very significant contributions in this instant lawsuit, including, gathering and providing valuable factual information, responding to inquiries regarding Defendant's positions and factual contentions, and engaging in repeated communications with counsel.

31. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, Settlement Administration Costs not to exceed is Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Apex Class Action LLC, the approved Settlement Administrator, provided my firm with its quote stating that its cost to administer the Settlement is Seventeen Thousand Five Hundred Dollars and Zero Cents (\$17,500.00).

32. The Parties jointly drafted a Notice which will be delivered to the Class Members. I am not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice.

33. My office does not have any conflict of interest with any Class or PAGA-eligible aggrieved employee or the settlement administrator.

34. My office is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

25. As summarized in the table below, counsel has incurred a total of \$7,786.43 in costs and expenses to date by Proxy Law Firm. These costs were reasonable, necessary, and should be approved.

Cost & Expense Categories	Amount
Court Filing/Janney & Janney Fee for filing Summons, Civil Case Coversheet, and Complaint (March 28, 2022)	\$494.43
Court Filing/Janney & Janney Fee for filing Peremptory Challenge-courtesy copies (March 30, 2022)	\$30.00
Court Filing/Janney & Janney Fee for filing Peremptory Challenge (March 30, 2022)	\$50.00
Court Filing Fee/Janney & Janney Fee for filing Summons (March 29, 2022)	\$14.20
Court Filing Fee/Janney & Janney Fee for Service of Process (April 8, 2022)	\$137.56
Court Filing Fee/Janney & Janney Fee for filing Proof of Service of Summons (April 11, 2022)	\$14.20
Court Filing Fee/Janney & Janney Fee for filing Notice (April 19, 2023)	\$14.63
Court Filing Fee/Janney & Janney Fee for filing Notice (June 02, 2022)	\$14.20
Court Filing Fee/Janney & Janney Fee for filing Case Management Statement (June 22, 2022)	\$14.20
Court Filing Fee/Janney & Janney Fee for filing Case Management Statement (June 20, 2023)	\$14.63
Court Filing Fee/Janney & Janney Fee for filing Case Management Statement (August 10, 2023)	\$14.63
Court Filing Fee/Janney & Janney Fee for filing Proof of Service-Not Summons and Complaint (August 10, 2023)	\$14.63
Court Filing Fee/Janney & Janney Fee for EFM Fees (August 23, 2023)	\$14.63
Court Filing Fee/Janney & Janney Fee for filing Notice of Related Cases (April 22, 2024)	\$14.63
Letterstream service fee for mailing PAGA Letter	\$26.21
Filing cost for filing PAGA Letter with the LWDA	\$75.00
Court Translator Cost for Spanish Translation	\$50.00
Case Anywhere	\$135.00

Cost & Expense Categories	Amount
Case Anywhere	\$135.00
Case Anywhere	\$133.65
Mediation with Jill Sperber (May 16, 2023)	\$6,375
Total	\$7,786.43

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

Executed on February 25, 2025 at Los Angeles, California.



Rana Nader