

ZORIK MOORADIAN, Bar No. 136636

zorik@mooradianlaw.com

HAIK HACOPIAN, Bar No. 282361

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Facsimile: (888) 783-1030

Attorneys for Plaintiff Julia Garcia, individually and on behalf of other persons similarly situated and similarly aggrieved employees

[ADDITIONAL COUNSEL LISTED AFTER CAPTION]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JULIA GARCIA, JUAN MANUEL
CONTRERAS, individually and on behalf
of other persons similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

NEW VISTA NURSING OPERATOR,
LLC, an active California Limited
Liability Company; and DOES 1 through
10,

Defendants.

Case No.: 22STCV08228

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Kenneth R. Freeman
in Dept. SS-14]*

**DECLARATION OF ZORIK
MOORADIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVES' ENHANCEMENT
AWARDS, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

[FILED CONCURRENTLY WITH NOTICE
OF MOTION AND MOTION;
DECLARATION OF HAIK HACOPIAN;
DECLARATION OF SHOHAM J.
SOLOUKI; DECLARATION OF LLUVIA
ISLAS; DECLARATION OF JULIA
GARCIA; DECLARATION OF JUAN
MANUEL CONTRERAS; (PROPOSED)
ORDER]

Date: December 17, 2024

Time: 10:00 a.m.

Shoham J. Solouki, Esq., CSB No.

shoham@soloukisavoy.com

SOLOUKI SAVOY LLP

316 West 2nd Street, Suite 1200

Los Angeles, California 90012

Phone: 213.814.4940

Fax: 213.814.2550

Attorneys for: Plaintiff JUAN MANUEL CONTRERAS, individually and on behalf
of other persons similarly situated and similarly aggrieved employees

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Julia Garcia and have been appointed as Class Counsel in the class action lawsuit entitled *Julia Garcia, Juan Manuel Contreras, individually and on behalf of other persons similarly situated and similarly aggrieved employees v. New Vista Nursing Operator, LLC*, and bearing Los Angeles County Superior Court Case No. 22STCV08228. I make this Declaration in support of Plaintiffs' Motion for Final Approval based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and I received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated, and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 35 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent employment jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter, ranked in the US as the top 100 employment verdicts for that year. I have also been and continue to be plaintiff's counsel in many wage and hour and consumer class actions, complex and multi-party matters.

3. The following is a sample index of class actions/PAGA and individual employment/wage-and-hour cases, in which I have represented and/or continue to represent the plaintiffs, mostly in the capacity of the lead counsel:

Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Blandin v. Malibu Mgt. Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-2017-00945551; Azepita v. Eden

1 Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent, Inc./19STCV16803;
2 Barragan v. Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants
3 Building Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.
4 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v.
5 Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535;
6 Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo
7 Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Cruel v. Andreas
8 Elsenhans/19STCV35496; Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property
9 Mgt. Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon Catering,
10 Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim
11 Denn/30-2019-01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.
12 Township Retail Services/19STCV19105; Hernandez v. Resource Employment
13 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-00933249; Leon v.
14 Island Hospitality Mgt./30-2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza
15 v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796;
16 Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated
17 Staffing/19STCV29817; Enriquez v. Johnny Rockets Group/19STCV43986; Ibarra v. DCX-
18 CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474;
19 Nunez v. Wonderland Montessori, LLC/18STCV06042; Olmos v. Mall Food Mgt.
20 Associates/30-2019-01096292; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-
21 01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
22 19STCV11434; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA, Inc./
23 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro
24 Security/19STCV21114; Bueno v. Proto Homes/19STCV20011; Cazarez v. S. Carrol
25 Massie, Inc./23STCV23844; Cazarez v. Southern California Pizza Co., LLC/23STCV23179;
26 Cervantez v. DRE Workforce/22STCV270670; Diaz v. Paris Valley/22CVP-0244; Enrique
27 v. Johnny Rockets Group, Inc./19STCV43986; Esquivel v. Bodega Latina
28 Corp./22STCV02622/Felipe v. One Stop Employment Services/21STCV39327; Fernandez

1 v. World Flight Services/23STCV23197; Garcia v. Fresh Grill/22STCV08228; Hernandez v.
2 N.W. Hotel Corp./30-2023-01310267; Jimenez v. Cargo/22STCV08228; Lemus v. PDA
3 Group/21STCV40242; Maldenado v. McKessons/22STCV41086; Martinez v. Pharaoh
4 Staffing, LLC/22STCV41086; Mendez v. ABM/23STCV11446; Mendoza v. Big Lot/30-
5 2019-01047135; Merino v. Coast Sign, Inc./30-2023-01305781; Morales v. Phenix
6 Enterprises, Inc./23STCV06594; Muniz v. Lot Management/22STCV32901; Ramirez v. H
7 Mart Logistics/23STCV06670; Romero v. Partners Personnel/22STCV22509; Salazar v.
8 Staffmark/21STCV39663 and 21STCV31753; Sanchez v. Recessroom/30-2022-01244194;
9 Sepulveda v. Walmart/30-2022-01278658; Toledo v. Universal Molding
10 Company/22STCV06965; Vargas v. Sincere Orient Commercial Corp./22STCV08311;
11 Zapeta v. HR Service Group/22STCV07872; Panduro v. Inland Fuels Corp./23STCV04486;
12 and Rodriguez v. Relentless Landcare/30-2023-01366648.

13 4. I am familiar with California wage and hour law and the laws governing the
14 alleged violations in this matter, including but not limited to: California Labor Code Sections
15 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500,
16 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California
17 Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare
18 Commission, and the Private Attorneys General Act.

19 5. I have been appointed as class counsel on behalf of the settlement class. I
20 know of no conflicts that would preclude me, or Mr. Hacopian, from continuing to serve as
21 Class Counsel in this matter. I also know of no conflicts that would preclude Ms. Garcia from
22 continuing to serve as a Class Representative in this matter.

23 6. As a result of my prior experience as class counsel in other wage and hour
24 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed
25 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
26 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
27 settlement continues to remain fair to the class, reasonable and more than adequate in view
28 of (i) the strength of Plaintiffs' claims and Defendant's defenses, (ii) the risk, expense,

1 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining
2 class certification and maintaining class action status through trial, (iv) the total settlement
3 amount of \$500,000 offered in settlement, (v) the discovery conducted by the Parties in this
4 case, (vi) my experience with similar settlements in wage and hour class actions that have
5 received court approval, (vii) the fact that the settlement was the result of arms' length
6 negotiations between experienced counsel facilitated by Mr. Jeffrey Krivis, a respected
7 neutral mediator; and (viii) the exclusively positive response from the class with nary an
8 objection or exclusion request.

9 7. Plaintiff Garcia signed a single retainer with my office. The Retainer
10 Agreement had language providing a maximum of forty percent (40%) in attorneys' fees, of
11 course, subject to court approval of class wide issues. The Retainer Agreement also had a
12 provision for recovery of costs in relation to the representation.

13 8. As for the representation of the individual rights of Ms. Garcia and Mr.
14 Contreras, a proposed retainer agreement for recovery of fees could be 35% of the gross
15 recovery. That would be consistent with the market rate, and there is no reason to believe
16 that, if any of the other 456 class members had signed an individual retainer, it would be any
17 different.

18 9. In almost all the mediations that I have attended, a one-third to 35% attorney
19 fee percentage is generally agreed upon by the defendant and the plaintiff subject to court
20 approval. In this matter, the Parties agreed that Class Counsel may request up to 35% and
21 Defendant would not oppose the same.

22 10. Notice was provided to each of the Settlement Class Members that the
23 attorneys would be seeking attorney fees in the amount of \$175,000.00 or 35% of the
24 settlement. The fact that no Settlement Class Members had any objection to the settlement or
25 any of its terms, speaks pretty strongly to the notion that class members are extremely happy
26 with the settlement.

1 11. It is beyond any reasonable dispute that, if my office had been able to negotiate
2 directly with the class members, the class would have found that a 35% fee arrangement was
3 eminently reasonable.

4 12. The fees received from one case, are often used to finance and move forward
5 other cases that have failed and bring in revenue for my office.

6 13. The initial intake and interview of the client was on February 22, 2022. For
7 more than two years, two attorneys from our office have moved the case forward on the
8 docket, with this court's assistance. My hourly rate is \$650. Attached hereto as **Exhibit "1"**
9 is a true and correct copy of my time and cost ledger for this matter which reflects 80.6 hours
10 of work. My lodestar thus calculates to \$52,390 (\$650 x 80.6). Between now and final
11 distribution, I anticipate working an additional 5 hours on this file, or an additional \$3,750
12 lodestar. As also reflected by the attached cost ledger, I have incurred \$13,193.41 in necessary
13 and reasonable costs.

14 14. While it's generally true that the greater the attorney fees, the less funds there
15 will be for distribution to class members as damages, nevertheless, a balance must be
16 achieved. In the instant matter, the class got a very balanced and fair settlement. Given the
17 strengths and weaknesses of the case, they will be receiving a fair sum of money. The results
18 and the case law support that the settlement was fair, reasonable and adequate. The class had
19 an affirmative response to the settlement, where there was not a single objection or exclusion
20 request. In light of the favorable settlement, giving more money to the class after an excellent
21 settlement had been achieved punishes the attorneys without whom such a settlement would
22 not have been attained but for the efforts of good lawyering. Punishing lawyers when they do
23 well is potentially sending the wrong message and serves as a disincentive and unjustly
24 enriches the class that has already received a fair and adequate amount of benefits.

25 //

26 //

27 //

28 //

15. It is important that Ms. Garcia and Mr. Contreras are paid a fair amount for their services to the class and out of 456 employees, they the only ones that stepped forward stuck with the case for over a two-year and half year period. If it was not for them, the \$500,000 settlement would not have been obtained for the class.

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

Executed on November 18, 2024 in Calabasas, California.

/s/ Zorik Mooradian
Zorik Mooradian

MOORADIAN LAW, APC
Mooradianlaw.com

24007 Ventura Blvd., Suite 210, Calabasas, CA 91302/Tel. 818.487.1998 - Fax 888.783.1030

Attorney Zorik Mooradian/LASC Case No. 22STCV08228			
Date	\$ Costs	Atty. Hrs.	Activity on File/Case
2/22/2022		1.30	Initial intake and interview of client
2/24/2022		1.20	meeting with staff/further intake/review file/opened file
2/24/2022		0.50	Research re Defendant/issues/corporate identity/etc.
2/24/2022		0.50	Communications with co counsel re claims/class wide case
3/7/2022	\$ 1,435.00		Class Action Compliant Filing Fee
3/7/2022		0.20	Letter to client
3/7/2022		1.70	Comms. and attention to Complaint/Filing, etc.
3/7/2022		0.40	Receipt and review of the First Amended General Order/ADR
3/7/2022		0.10	Notice of Case Assignment
3/7/2022		0.20	Att. to Voluntary Efficient Litigation Stipulation
3/14/2022		1.00	Att. to ISC Order/Minute Order/Call with Co Counsel/Memo
3/23/2022		0.20	Letter to client
5/5/2022		0.70	Attention to PAGA Notice
5/19/2022		0.20	Memo to file and comm. With co counsel/re defense posture
6/2/2022		0.10	Letter to client
7/8/2022		0.20	Review and finalized Joint Report
7/12/2022		0.10	Communications with co counsel and defense counsel
7/14/2022		0.20	Att. to Minute Order of the Court and call with counsel
7/15/2022		0.10	Communications with co counsel and defense counsel
7/29/2022	\$ 2.16		Postal cost records to Client
7/29/2022		0.20	Letter to client
8/29/2022		0.10	Memo to file
9/16/2022		0.20	Attention to the Court's Minute Order and call with Counsel
9/16/2022		0.20	Att. To Minute Order of the Court and call with counsel
10/7/2022		1.20	Comms./Meeting/Attention to First Amended Complaint
11/3/2022		0.50	Memo to file re Arbitration Motion/comms. With cocounsel
11/3/2022		1.20	Review of File/Conference call/Meeting Re Class and Arb.
11/4/2022		1.30	Attention to Motion to Compel Arbitration/Decl. of Kourasis
11/4/2022		0.50	Conf. call with co counsel re class size, etc.
1/3/2023		0.30	Communications with co counsel and defense counsel
1/17/2023	\$ 10,000.00		Fees paid to First Mediation (Plaintiff's Share of 50%)
1/17/2023		0.60	Communications with co counsel and defense counsel
2/15/2023		1.30	Att. To class informal discovery and comms. with defense
2/17/2023		0.50	Communications with co counsel and defense counsel
3/8/2023		0.10	Communications with co counsel and defense counsel
4/4/2023		0.90	Receipt and Review of Data/Class for Mediation

MOORADIAN LAW, APC
Mooradianlaw.com

24007 Ventura Blvd., Suite 210, Calabasas, CA 91302/Tel. 818.487.1998 - Fax 888.783.1030

4/5/2023		1.60	Review of records and preparation for Mediation
4/6/2023		2.40	Review of records and preparation for Mediation
4/7/2023		4.20	Attention to Mediation issues/Brief/calls on file
4/10/2023		2.10	Preparation for Mediation/Review of latest data/calls
4/11/2023		7.00	Full day Mediation with Jeffrey Krivis, Esq. (God Bless)
4/12/2023		1.20	follow up with investigator/office staff/re client/settlement
4/12/2023		0.30	Communications with client and Memo to File
4/17/2023		2.30	series of calls/meeting/w investigator, office staff, co counsel
4/17/2023		1.00	Series of letters and phone calls re Ms. Garcia/& WC case
4/17/2023		1.20	Communications with WC Counsel/Phone calls/review
4/18/2023		1.40	conf. with WC counsel/meeting on issues/call with client
4/18/2023		0.20	Memo to file re WC case/and status
4/18/2023	\$ 4.75		LA Superior Court transaction fee
4/21/2023		0.20	Communications with co counsel and defense counsel
4/24/2023		1.20	Series of letters and phone calls re Ms. Garcia/& WC case
4/26/2023		0.40	Communications with WC counsel of Garcia
4/27/2023	\$ 371.40		Cost of Private Investigator
5/3/2023		0.80	conference call and meeting with co counsel/staff on case
5/3/2023		0.20	Communications with WC counsel
5/8/2023	\$ 8.10		Certified Letter/Comm. With client
5/8/2023		4.20	Research/Letter to Client/Comms. With co counsel/Meeting
5/8/2023		1.20	Limited purpose Retainer
5/11/2023		0.30	Communications with co counsel and defense counsel
5/13/2023		3.20	Research/comms. on file/Class substitution/Co counsel's case,...
5/15/2023		0.20	Communications with co counsel and defense counsel
5/23/2023		1.20	Attention to Joint Prosecution Agreement
6/12/2023		0.20	Communications with co counsel and defense counsel
6/22/2023		0.20	Communications with co counsel and defense counsel
7/10/2023		1.10	Review of WC claims/relevance re class/comms. w/co counsel
7/28/2023		1.00	Attention to the Second Amended Complaint/Comms.
8/16/2023		0.80	Comm. and attention to Second Amended Complaint
8/24/2023		0.20	Communications with co counsel and defense counsel
9/1/2023		0.20	Communications with co counsel and defense counsel
9/15/2023		0.20	Receipt and review of Defendant's Answer to SAC/Memo
10/9/2023		0.10	Memo re call with client and status
10/10/2023		0.20	Memo to file re communications with client and status
10/16/2023		0.20	Communications with co counsel and defense counsel
10/17/2023		0.20	Attention to file/Joint posting/calls with co counsel
10/20/2023		0.80	Office Meeting/Work on Settlement
10/20/2023		1.10	Review file/finalize Decl. of Garcia/comm. with co counsel

MOORADIAN LAW, APC

Mooradianlaw.com

24007 Ventura Blvd., Suite 210, Calabasas, CA 91302/Tel. 818.487.1998 - Fax 888.783.1030

10/20/2023		0.10	Receipt and review of the Court's Minute Order
10/24/2023		2.90	Att. To Class Action Settmnt., Release, comms., notice, appr.
1/10/2024		0.20	Communications with co counsel and defense counsel
1/11/2024		0.20	Joint Statement and review file
1/18/2024		0.20	Receipt and review of the Court's Minute Order/Memo
1/18/2024		0.20	Communications with co counsel and defense counsel
2/1/2024		0.20	Communications with co counsel and defense counsel
5/6/2024		6.70	Work on Motion for Prelim. Approval/Decl., Etc.
5/7/2024		1.40	Review of the final Motion Papers, Declarations, etc.
6/5/2024		1.30	Prepare for Motion for Prelim. Approval/Review
6/6/2024		0.50	Attention to the Court's Minute Order and call with Counsel
6/6/2024		0.50	Appear at Motion for Prelim. Approval
6/6/2024		0.10	Receipt and review of the Court's Minute Order
6/7/2024		0.20	Receipt and review of Memo re Final Approval
6/26/2024		0.10	Communications with co counsel and defense counsel
6/26/2024		0.20	Review of Minute Order and memo to file
8/5/2024		0.20	Attention to Minute Order/Review file
8/8/2024		1.20	Notice of Entry of Order/Review of Records and Schedule
8/9/2024		0.20	Communications with Phoenix/Administrator
8/12/2024		0.20	Communications with co counsel and Phoenix
8/12/2024		0.30	Review of Data from Phoenix/Memo to file
11/15/2024		0.50	Review Decl. of Lluvia Islas/Class Notice, etc.
11/15/2024		0.50	Review of all weekly reports since dissemination/Phoenix
11/18/2024	\$ 1,372.00		Caseanywhere electronic service fee from 11/1/22/Initiation
	\$ 13,193.41	80.60	