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[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 SHOHAM J.
SOLOUKI 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 ZORIK
MOORADIAN; 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.

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SOLOUKI SAVOY LLP

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Los Angeles, California 90012

Phone: 213.814.4940

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

1 **DECLARATION OF SHOHAM JOSEPH SOLOUKI, ESQ.**

2 I, Shoham Joseph Solouki, hereby declare as follows:

3 1. I am an attorney licensed to practice law in the state of California and have
4 been admitted to practice before this Court. I am an attorney and Founding Partner with the
5 law firm Solouki & Savoy, LLP (“SSLLP”), Counsel for Plaintiffs Juan Manuel Contreras
6 and Julia Garcia (“Plaintiffs”) in this action, and I am the main attorney assigned to work on
7 this case from SSLLP. I have personal knowledge of the matters stated herein and if called
8 and sworn as a witness, I would and could competently testify under oath thereto. I am a
9 member in good standing of the bar all State and Federal District Courts in California I
10 make the following declaration based upon my own personal knowledge, and if called upon
11 to testify as to any of the contents of this declaration, I could and would competently do so.

12 2. This Declaration is submitted in support of Plaintiffs’ Motion for Final
13 Approval of Class Action Settlement (the “Motion”).

14 **Adequacy of Class Counsel; Attorney Fees and Costs**

15 3. The Settlement provides for attorney fees and costs to Class Counsel in an
16 amount up to 35% of the Gross Settlement Amount, for a maximum fee award of
17 \$175,000.00, plus an award of reasonable litigation costs not to exceed \$25,000, which
18 includes costs for, among other things, copying, faxing, court filing and service, expert fees,
19 deposition transcript fees, research services, and the cost mediation. Class Counsel has
20 agreed to split all attorney fees 90% to MOORADIAN LAW, APC and 10% to SOLOUKI |
21 SAVOY, LLP. All Plaintiffs have provided informed written consent to this fee split
22 agreement.

23 4. I am informed and believe that the fee and costs provision is reasonable. My
24 office solely represents employees in employment litigation matters, and charges a
25 contingency fee of Forty Percent (40%) of all recovered money in non-complex labor and
26 employment matters. The requested fee percentage is less than that charged by my office
for other employment cases. My office invested significant time and resources in the instant

1 Action, with an agreement to defer payment to the end of the case, and then, of course,
2 contingent on the outcome.

3 5. The efforts expended by Class Counsel thus far include, but are not limited
4 to, the following: interviews with Plaintiffs and review of documents provided by Plaintiffs;
5 preparation of multiple drafts of the class action complaint; filing of the class action
6 complaint; meeting and conferring with Defendant's counsel to obtain relevant documents
7 and information; communicating with Plaintiffs regularly regarding the status of the case;
8 exchange of pre-mediation document production, review and analysis of a substantial
9 sampling of time records, payroll records, and other employment records; working with an
10 expert statistician to analyze the data sample; legal research regarding Defendant's wage and
11 hour practices; preparing Plaintiffs' mediation brief; attending two full-day mediations;
12 appearing at status conferences; participating in settlement discussions; and drafting,
13 negotiation, and revision of the Settlement, Class Notice, and Motion for Preliminary
Approval.

14 6. I received a B.A. in 2008 from California State University Northridge. I
15 received my J.D. from Southwestern University School of Law in 2011. I became an Active
16 Member of the State Bar of California in 2011, and have been an Active Member in good
17 standing continuously since then. I have been practicing as a litigation attorney in Los
18 Angeles since 2012, and have been concentrating on Labor and Employment litigation since
19 that time.

20 7. In 2012, I founded Solouki | Savoy, LLP, along with my partner Grant Joseph
21 Savoy. Since 2012, I have been heavily, successfully, and continuously involved in active
22 litigation and trial work, including extensive work in employment litigation and wage and
hour class actions.

23 8. Solouki | Savoy, LLP is a law firm that is actively and continuously
24 practicing labor and employment litigation, representing entirely employee plaintiffs, in both
25 individual and class actions, in this Superior Court, other Superior Courts throughout the
26 State, in the Court of Appeals, and in various California Federal courts.

1 9. My office is qualified to handle this litigation because we are experienced in
2 litigating Labor Code violations in both individual and class action cases. Solouki | Savoy,
3 LLP has handled, and is currently handling numerous wage and hour class action lawsuits.
4 Over the course of my career, I have been involved in many class action settlements, with
5 one settling in the mid-eight figure range.

6 10. At Solouki | Savoy, LLP, I have a heavy and active trial and pretrial calendar.
7 I personally represent(ed) clients in numerous wage and hour class action lawsuits that
8 settled with recovery per class member being in a similar range to the settlement agreement
9 in the instant case.

10 11. Since 2012, I have been heavily, continuously, and successfully involved in
11 active litigation and trial work, including extensive work in employment litigation and wage
12 and hour class actions. I have also been appointed class counsel in wage and hour class
13 action cases with contested certification proceedings. My work has led me to be recognized
14 as a Southern California Super Lawyer Rising Star from 2017 to 2023.

15 12. My current 2024 billing rate is \$800.00 per hour, as recently approved by the
16 United States District Court, for the Central District of California. The current 2023 billing
17 rate for my Partner, Grant Savoy, Esq., is also \$800.00 per hour. Mr. Savoy has also
18 concentrated his practice exclusively in employment litigation since founding Solouki
19 |Savoy, LLP. He has likewise been appointed class counsel and obtained approval of class
20 action settlements. My office requests the foregoing billable rates be applied in this case, as
21 the rates are more than reasonable in the Southern California legal market for attorneys who
22 handle complex class actions involving hundreds of class members. The current prevailing
23 billing or “market” rates in the Los Angeles area range from \$275 to \$900 per hour. (See
24 *Bihun v. AT&T Information Systems, Inc.* (1993) 13 Cal. App. 4th 976, 1004-1005.) In
25 addition, these rates properly take into account the fact that payment will be delayed for
26 nearly two years.

 13. I have conducted and participated six (6) trials concerning similar claims.
Further, I have been approved as class counsel in many class action lawsuits in various

1 counties in California and also in Federal Court. In addition to the instant class action, I am
2 personally handling, or have handled, litigation in the following wage and hour class
3 actions, Private Attorney General Act representative actions, and ERISA class actions:

- 4 • *Walter Shum, et al. v. California Commerce Club Inc. – LASC Case*
5 *No. BC656681 (Settlement for \$2,400,000);*
- 6 • *Fabian Hernandez, et al v. DSJ West, Inc. – LASC Case No.*
7 *BC538435 (Settlement for \$4,575,000);*
- 8 • *Santos Martinez, et al v. Anning Johnson – CDCA Case No. 2:15-cv-*
9 *02805-RGK-E (Settlement for \$1,700,000);*
- 10 • *Magdalena Chavez, et al. v. Del Taco, LLC - RCSC Case No.*
11 *RIC1512246; Del Taco Wage and Hour Matters - JCCP004904*
12 *(Settlement for \$50,000,000);*
- 13 • *Luis Galvez, et al vs. Intercontinental Hotels Group Resources, et al –*
14 *LASC Case No. BC562146 (Settlement for \$980,000);*
- 15 • *Camille Arias v. Hishmeh Enterprises, Inc., et al.- VCSC Case No.*
16 *56-2016-00479206-CU-WT-VTA (Settlement for \$1,350,000);*
- 17 • *Jascha Dlugatch v. PRN Ambulance, et al - LASC Case No.*
18 *BC581410 (Settlement for \$425,000);*
- 19 • *Josefina Mercedes Herrera, et al. v. Thrifty Property Management –*
20 *LASC Case No. 22STCV04322 (Settlement for \$2,750,000);*
- 21 • *William J. Peters v. The Academy of Magical Arts, Inc. - LASC Case*
22 *No. BC640555 (Settlement for \$300,000);*
- 23 • *Megan Larkin, et al v. American Airlines, Inc. - LASC Case No.*
24 *BC650122 (Settled for \$540,000);*
- 25 • *Indica Walker v. Pacific Coast Sightseeing Tours, Megabus, et al. -*
26 *LASC Case No. BC631856;*
- *Jasmin Pettus, et al vs. Minato Restaurant Inc. dba The Luxe Buffet -*
LASC Case No. BC584587;
- *Patricia Rodriguez, et al v. Coastline Medical, et al - OCSC Case No.*

30-2016-00839969-cu-oe-cxc;

- *Charles Creamer, et al. v. Starwood Hotels & Resorts Worldwide, Inc.* - CACD Case No. 2:16-cv-09321 (ERISA class of 46,000 + employees);
- *Diana Gomez, et al. v. Haliburton International Foods, Inc.* - SBSC 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* - LASC Case No. BC652263;
- *Julio Alas, et al v. AT&T, Inc. et al* – CDCA Case No. 2:17-cv-08106-VAP-RAO;
- *Megan McCorvey v. Nordstrom, Inc., et al* – CDCA Case No. 2:17-cv-08108-MWF-AFM;
- *Aida Robles v. Come Land Maintenance, et al* - LASC Case BC700958;
- *Gabriel Dimas v. Buena Vista Foods, et al* – LASC Case No. BC698068;
- *Randy Torres, et al v. Performance Team Logistics, LLC, et al* – LASC Case No. BC705070;
- *Evelyn Castillo v. Cava Mezze Grill, LLC, et al* – LASC Case No. BC716015.

14. I estimate that my firm will need to expend at least another 40 hours to monitor the process leading up to final approval and payments made to the class and to prepare and attend the hearing on Plaintiffs' motion for final approval. Based on experience, we will have class members calling our office to inquire about the status of the case and to ask for further information on a frequent basis. We also bear the risk of taking whatever actions are necessary if Defendant fails to pay the Gross Settlement Amount.

1 15. My office took this case on a contingent basis and has put a substantial
2 amount of time, energy and resources into achieving a settlement in this case, all while
3 receiving no payment. The risk to my office has been very significant, particularly if we
4 were unable to achieve a favorable result from pursuing this class action. In that case, we
5 would have been left with no compensation for the time taken and resources expended in
6 prosecution of this case. For instance, in *Hernandez v. Chipotle Mexican Grill, Inc.* (LASC
7 Case No. BC373759), the Court of Appeal affirmed the trial court's order denying
8 certification in an action alleging that the Defendant failed to provide its restaurant workers
9 with uninterrupted, 30-minute off-duty meal breaks in a pair of depublished opinions:
10 *Hernandez v. Chipotle Mexican Grill, Inc.* (2012) 208 Cal.App.4th 1487 and *Hernandez v.*
11 *Chipotle Mexican Grill* (2010) 189 Cal.App.4th 751. Similarly, in *Gonzalez v. OfficeMax N.*
12 *Am.* (C.D. Cal., Case No. CV-07-00452), the court issued an order denying certification of
13 Plaintiffs' meal and rest break claims, finding that the reason any particular employee
14 missed any particular break required individualized fact finding. (See *Gonzalez v.*
15 *OfficeMax N. Am.* (C.D. Cal. Nov. 5, 2012) 2012 U.S. Dist. LEXIS 163853.) In each of
16 these cases, counsel incurred over \$100,000.00 in costs, and over 5,000 hours in attorney
time was expended, only to have class certification denied.

17 16. Because most individuals cannot afford to pay for representation in litigation
18 on an hourly basis, Solouki | Savoy, LLP represents all of its employment law clients on a
19 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time
20 unless we prevail at trial or successfully settle our clients' cases. Because the firm is taking
21 the risk that we will not be reimbursed for our time unless our client settles or wins his or
22 her case, we cannot afford to represent an individual employee on a contingency basis if, at
23 the end of our representation, we are to receive less than our regular hourly rate for services.
24 It is essential that we recover more than, or equal to, our regular hourly rate when we win if
25 we are to remain in practice so as to be able to continue representing other individuals in
26 employment disputes.

1 17. I am informed and believe that the efforts of Plaintiffs' counsel have resulted
2 in substantial benefits to the settlement class, in the form of a significant settlement fund
3 established to compensate settlement class members for missed meal periods and rest
4 breaks, unpaid overtime, and other wage and hour violations noted above. I am informed
5 and believe that, without the efforts of Plaintiffs' counsel, the Labor Code and wage order
6 violations alleged in the complaint would have gone without remedy.

7 18. I have no knowledge of the existence of any conflicting interests between our
8 firm and any other attorneys in this matter, on the one hand, and Plaintiffs or any other Class
9 Member, on the other. I have vigorously prosecuted this action and have the financial
10 resources to handle this case.

Attorney Fees

11 19. My current 2024 billing rate is \$800.00 per hour. The current 2024 billing
12 rate for my Partner, Grant Joseph Savoy, is also \$800.00 per hour. Mr. Savoy has also
13 concentrated his practice exclusively in employment litigation since he was admitted to the
14 Bar. He has worked on numerous motions for class certification in wage and hour cases and
15 obtained approval of class action settlements. My office requests this rate of \$800.00 per
16 hour in this case, as the rates are more than reasonable in the California legal market for
17 attorneys who handle complex class actions. The current prevailing billing or "market" rates
18 in the Los Angeles area range from \$275 to \$900 per hour. See *Bihun v. AT&T Information*
19 *Systems, Inc.* (1993) 13 Cal. App. 4th 976, 1004-1005.

20 20. Several courts have approved attorney fee awards based upon my 2023
21 hourly rate of \$750 per hour. For example, this rate was approved on in the matter of
22 *Barragan, et al. v. Populus Financial Group, Inc., et al.* (CACD Case No. 2:21-cv-08021-
23 SB-MRW.). Honorable Stanley Blumenfeld Jr., taking into consideration our hourly rate of
24 \$750 and our lodestar, granted our full request for fees (33% of settlement awarded as
reasonable attorney fees) in that matter.

25 21. In summary, the hours me and my partner Grant Savoy spent on this matter
26 can be categorized as follows:

1 a. Initial Case Investigation and Pleading Phase. Class Counsel spent
2 12.2 hours on the initial case investigation, factual development, and research in this matter,
3 including but not limited to conducting extensive factual and legal research into the merits
4 of Plaintiff's claims; discussing the facts with Plaintiff and my partner; conducting research
5 on Defendant and any subsidiaries; drafting, revising, and filing the complaint; reviewing
6 multiple pleadings; and stipulations related thereto.

7 b. Discovery and Prosecution. Class Counsel spent 26.8 hours after the
8 filing and service of the complaint in the this action preparing for and attending hearings,
9 drafting extensive written discovery and informal requests; meeting with client; drafting
10 responses to written discovery and informal information requests; reviewing documents
11 including time and pay records and damage estimates produced by Defendant and our
12 experts; drafting and reviewing correspondence with defense counsel; coordinating
13 prosecution with defense counsel; contacting and interviewing numerous class members;
14 conducting interviews of putative class members; researching numerous critical issues such
15 as recovery period violations and meal and rest breaks; preparing for and attending two
16 mediations, including reviewing information and documents provided by defense counsel;
17 communicating with Plaintiff; preparing damage models and settlement matrices; and
18 drafting the mediation brief with exhibits.

19 c. Settlement and Other Procedural Issues. I spent 5.1 hours after
20 mediation assisting in the drafting of the stipulation for settlement and related documents
21 and communicating with class counsel, defense counsel and the claims administrator
22 concerning the settlement and notice.

23 d. Preliminary and Final Approval and Settlement Administration. I
24 spent 6.1 hours assisting drafting and revising the motion for preliminary and final approval
25 and supporting papers; Class Counsel thereafter obtained bids from settlement
26 administrators; prepared for the hearing on the motion for preliminary approval; drafting,
reviewing and revising documents to the motions for preliminary and final approval; and
attending the hearings for preliminary and final approval.

22. The amount of requested attorney's fees is reasonable based upon Class Counsel's lodestar. As of the filing date, SSLLP's lodestar is \$40,160.00, which is based upon 50.2 hours litigating this case at the attorneys' hourly rates. All of the hours were reasonable and necessary to achieve the excellent result on behalf of the Class. This amount does not include time spent by SSLLP's staff or any estimate of the time SSLLP will invest to complete this case following final approval. Based upon my experience, I estimate that my firm will need to expend at least another 10 hours to monitor the process leading up to final approval and payments made to the class and to prepare and attend the hearing on Plaintiff's motion for final approval. Based on experience, we will have class members calling our office to inquire about the status of the case and to ask for further information on a frequent basis. We also bear the risk of taking whatever actions are necessary if Defendant fails to pay.

23. The regular and customary practice at SSLLP is for all attorneys to maintain contemporaneous time records setting forth the amount of time spent (rounded to the nearest one-tenth of an hour) on each task in each case, with explanatory descriptions of each task performed. My colleagues and I followed this practice throughout this litigation. During the course of this litigation, my law firm used time entry programs to record our billable time. At or near the time the work was performed, individual billers' hours were inputted into these programs, which recorded and stored the time as individual electronic entries, along with detailed descriptions of the tasks performed. To calculate my firm's lodestar for this case, I retrieved all of the attorney time records for this case. Using these computerized time records, my office derived a summary of timekeeping activities of the attorneys working on this case. A chart summarizing SSLLP's hours is as follows:

Name	Position	Hours	Hourly Rate	Lodestar
Shoham J. Solouki	Partner	50.2	\$800.00	\$40,160.00
Total Firm		50.2	\$800.00	\$40,160.00

24. Full contemporaneous time keeping and billing records are available and can be produced upon request.

1 25. We also bear the risk of taking whatever actions are necessary if Defendant
2 fails to pay.

3 26. My office took this case on a contingent basis and has put a substantial
4 amount of time and energy into litigating this case, all while receiving no payment. The risk
5 to my office has been very significant, particularly if we would not be successful in pursuing
6 this class action. In that case, we would have been left with no compensation for all the time
7 taken in litigating this case. For instance, in *Hernandez v. Chipotle Mexican Grill, Inc.*
8 (LASC Case No. BC373759), the Court of Appeal affirmed the trial court's order denying
9 certification in an action alleging that the Defendant failed to provide its restaurant workers
10 with uninterrupted, 30-minute off-duty meal breaks in a pair of depublished opinions:
11 *Hernandez v. Chipotle Mexican Grill, Inc.* (2012) 208 Cal.App.4th 1487 and *Hernandez v.*
12 *Chipotle Mexican Grill* (2010) 189 Cal.App.4th 751. Similarly, in *Gonzalez v. OfficeMax N.*
13 *Am.* (C.D. Cal., Case No. CV-07-00452), the court issued an order denying certification of
14 Plaintiff's meal and rest break claims, finding that the reason any particular employee
15 missed any particular break required individualized fact finding. *See Gonzalez v. OfficeMax*
16 *N. Am.* (C.D. Cal. Nov. 5, 2012) 2012 U.S. Dist. LEXIS 163853. In each of these cases,
17 counsel incurred over \$100,000.00 in costs, and over 5,000 hours in attorney time was
18 expended, only to have class certification denied.

19 27. Because most individuals cannot afford to pay for representation in litigation
20 on an hourly basis, Solouki | Savoy, LLP represents virtually all of its employment law
21 clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for
22 our time unless we prevail at trial or successfully settle our clients' cases. Because the firm
23 is taking the risk that we will not be reimbursed for our time unless our client settles or wins
24 his or her case, we cannot afford to represent an individual employee on a contingency basis
25 if, at the end of our representation, all we are to receive is our regular hourly rate for
26 services. It is essential that we recover more than our regular hourly rate when we win if we
are to remain in practice so as to be able to continue representing other individuals in civil
rights employment disputes.

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

Advanced Costs

29. As of the date of this declaration, my firm has incurred actual costs in the amount of \$2,009.41 in this action. These costs were reasonable and necessary to prosecute this case to a successful conclusion. The following is a breakdown of SSLLP's costs incurred to date:

Cost Description	Amount
Court Costs and Filing Fees	\$1,575.00
LWDA PAGA Filing Fee	\$75.00
Attorney Service / Runner Expenses	\$191.00
Postage and Delivery	\$37.51
Reproduction and Copying Expenses	\$130.90
TOTAL:	\$2,009.41

30. The Settlement provides for reimbursement of Class Counsel's reasonable litigation costs not to exceed \$25,000.00. The costs of SSLP to date total \$2,009.41, which is substantially lower than the capped amount under the Settlement Agreement. SSLP respectfully requests reimbursement of their full fees of \$2,009.41.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 18th Day of November, 2024, at Los Angeles, California.

/s/ Shoham Joseph Solouki, Esq.
Shoham Solouki