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Attorneys for Plaintiff Dolores Chavez, individually and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

DOLORES CHAVEZ, individually and
on behalf of similarly aggrieved
employees,

Plaintiffs,

v.

WINDSOR FASHIONS, LLC, an active
Delaware Limited Liability Company;
GOTWORX STAFFING, INC., an active
Delaware Corporation; and DOES 1
through 10,

Defendants.

Case No.: 22STCV20119

INDIVIDUAL AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Carolyn B. Kuhl
in Dept. SS-12]*

**DECLARATION OF HAIK HACOPIAN
IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT, AND PAYMENT OF
ATTORNEYS' FEES AND COSTS,
ADMINISTRATION COSTS, AND
ENHANCEMENT AWARD**

[CONCURRENTLY SUBMITTED WITH
NOTICE OF MOTION AND MOTION;
DECLARATION OF ZORIK
MOORADIAN; AND [PROPOSED]
ORDER]

Date: December 3, 2024

Time: 11:00 a.m.

Dept.: SS-12

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Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Galvan v. Property Mgt. Associates/BC722781; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Hernandez v. Township Retail Services/18STCV06709; Hernandez v. Resource Employment Solutions/30-2019-01084740; Leon v. Island Hospitality Mgt./30-2019-01060719; Mendoza v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019- 01056796; Mendoza v. United Production Framing/30-2019- 01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCXCHOL Enterprises/19STCV26247; Alvarez v. Greenfield Care Center of Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/19STCV11434; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro Security/19STCV15680; and Villacana v. Crothall Laundry Services, Inc./19STCV16330; Cuellar v. First Transit, Inc./8:20-cv-01075-JWH-(JDEx)

4. I am familiar with California wage and hour law and the laws governing employment wage and hour violations, including but not limited to: California Labor Code Sections 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 248.2, 500, 510, 512, 515, 516, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

5. As a result of my prior experience in other wage and hour matters, including representative PAGA matters, I believe that the proposed settlement is fair and reasonable and more than adequate in view of (i) the strength of Plaintiff's claims and Defendants' defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the total settlement amount of \$275,000 offered in settlement, (iv) the risk of significant discretionary reduction of maximum penalties by a court even assuming liability was established for any

violations; (v) the discovery conducted by the Parties in this case, (vi) my experience with similar settlements that have received court approval, and (vii) the fact that the settlement involved arms' length negotiations between experienced counsel facilitated by Mr. Lou Marlin, a respected neutral mediator.

6. I have worked on this matter since May of 2022 and have spent at least 50 hours on this file. My standard billing rate is \$450 per hour. My total lodestar calculates to lodestar to **\$22,500** (50 x \$450). I have incurred **\$509.04** in costs, which may be itemized as follows:

2022	6	21	Costs	\$59.53	Complaint Filing Fee - OneLegal
2022	6	21	Costs	\$17.32	Certified Postage (PAGA Notice)
2022	6	21	Costs	\$75.00	LWDA PAGA Notice Fee
2022	7	11	Costs	\$17.19	Order Filing Fee - OneLegal
2022	7	12	Costs	\$133.84	Service of Process (Gotworx) - OneLegal
2022	7	13	Costs	\$41.18	Service of Process (Windsor) - OneLegal
2022	11	1	Costs	\$20.28	Jt Status Report Filing - OneLegal
2022	11	16	Costs	\$20.28	Amended Complaint Filing - OneLegal
2024	4	24	Costs	\$19.71	Status Report Filing - OneLegal
2024	9	13	Hours	\$85.00	Approval Motion Filing fee (est.)
2024	9	13	Hours	\$19.71	Notice of Entry of Order (est.)
				\$509.04	

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

Executed this 16th day of September 2024, in Calabasas, California.

/s/Haik Hacopian
Haik Hacopian, Declarant