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Attorney for Jayson Arrington individually and on behalf of all others similarly situated.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JAYSON ARRINGTON, individually and on
behalf of others similarly situated,

PLAINTIFF

v.

POPCORNVAN, INC.; and DOES 1 through
100, inclusive,

Defendants

Case No: CGC-22-600445

**DECLARATION OF DANIEL
MARTINEZ DE LA VEGA IN IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: June 27, 2024

Hearing Time: 9 am

Department: 304

Judge: Judge Ethan P. Schulman

I, Daniel Martinez de la Vega, declare:

1. I am attorney at law duly licensed to practice before all state and federal courts in California and the United States Supreme Court. This declaration is submitted in support of Plaintiff's Motion for Approval of Settlement Agreement.

1 2. I am a member of the State Bar of California. I am one of the attorneys of record
2 for name plaintiff Jayson Arrington (“Plaintiff” or “Class Representatives”).

3 3. I was admitted to the State Bar in 2008. I submit this motion in support of the
4 Motion for Preliminary Approval of the Class Settlement. The facts set forth below are within my
5 personal knowledge, and if called before the Court to testify to these facts I could and would do so
6 competently.

7 4. On June 29, 2022, Plaintiff filed a putative class action against Defendant, entitled
8 *JAYSON ARRINGTON v. POPCORN VAN*, in SAN FRANCISCO County Superior Court, Case No.
9 CGC-22-600445 (the “Action”) seeking to represent a class consisting of the “current” and former
10 Class Members of Defendant for claims related to alleged unpaid overtime wages, waiting time
11 penalties, meal and rest breaks. On October 26, 2022, Plaintiff filed his First Amended Class
12 Action against Defendant adding a PAGA Claim. On May 20, 2024, Plaintiff filed a Second
13 Amended Complaint seeking the following claims (1) Violations of the Labor Code sections
14 1194(a) and 510 (failure to pay all wages); (2); Failure To Timely Pay All Wages Upon
15 Termination; (3) Violation of California Labor Code section 226.7 (Failure To Afford Mandatory
16 Rest Breaks and Meal Periods); (4) Labor Code § 432.3; (5) Inaccurate Records (Cal. Labor Code
17 §§ 1174.5); (6) Failure To Provide Accurate Itemized Wage Statements (Violation of Labor Code
18 section 226); (7) Violation of Cal. Business and Professions Code §17200; (8) Wrongful
19 Termination; (9) Labor Code Section 1102.5; (10) Labor Code Section 6310; (11) California
20 Private Attorneys’ General Act (“PAGA”), and (12) Failure to Pay Sick Pay, 13) Conversion for
21 unpaid tips, (14) Reimbursement for expenses, and (15) Minimum Wages.. The Second
22 Amended Complaint added the latter three claims. Plaintiff claims that he should be able to seek
23 damages and penalties for allegations going back to June 29, 2018.

24 5. In addition to interviewing our clients and reviewing all relevant documents in their
25 possession (time sheets, schedules, pay stubs), we conducted significant relevant written discovery
26 in this matter, including reviewing over 15,000 punch records and 5,316 pay period records.
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1 12. In 2023, I co-represented with the Ladva Law Firm, over one hundred and sixty-
2 five former employees who were drivers in a wage and hour class action entitled *Pena v. JB*
3 *Critchley*, Fresno County Superior Court Case No. 17CECG03274. We successfully litigated and
4 certified a class-wide and court approved settlement pre-class certification that included payments
5 for owed overtime. The total amount of the settlement was in excess of \$300,000.00.
6

7 13. On August 27, 2021, my office filed a putative class action entitled Hector Estrada
8 v. GLASSFAB TEMPERING SERVICES INC., in SAN JOAQUIN County Superior Court, Case
9 No. STK-CV-UOE-2021-8051 with the Ladva Law Firm to represent a class consisting of the
10 “current” and former Class Members for claims related to alleged unpaid overtime wages, meal
11 and rest breaks, specifically, (1) Violations of the Labor Code sections 1194(a) and 510 (failure to
12 pay overtime wages); (2) Violation of California Labor Code section 226.7 (failure to provide
13 meal and rest breaks); (3) Violation of Labor Code section 226 (failure to provide accurate
14 itemized wage statements; (4) Violation of Labor Code section 510 and 204 (failure to pay all
15 wages and overtime wages); (5) Violation of Labor Code section 201, 202, 203, and 203.1
16 (waiting time penalties); (6) Unfair Competition in Violation of Cal. Business and Professions
17 Cede §17200; (7) Unjust Enrichment; and (8) Declaratory relief behalf of himself and other
18 employees of the Company. On March 14, 2024, the Court granted Plaintiff’s Motion for
19 Final Approval of the Class Action Settlement of \$345,000.00.
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22 14. I graduated in 2008 from the Golden Gate School of Law.

23 15. In my last request for attorney fees in California Superior Court, the Court
24 approved a rate of \$500.00 per hour.

25 16. The common fund provides substantial monetary relief to Settlement

26 17. During the litigation, I conducted extensive discovery, including many discovery
27 disputes and review of over 5,316 pay records and over 15,000 punch records and substantial data
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1 relevant to the claims, conducted extensive legal and factual research, including interviews with
2 Plaintiff and declarants.

3 18. I took on the risk of recovering nothing and the reality of nonpayment for years.
4 Class Counsel accepted this case on a pure contingency basis and have received no compensation
5 for their time or expenses.
6

7 19. Performing this work for the benefit of the Class precluded Class Counsel from
8 accepting other work.

9 20. Class Counsel's lodestar will continue to increase as Class Counsel continues to
10 perform work for the Class overseeing the settlement.

11 21. I maintain my time and billing records contemporaneously and expended over 131
12 hours litigating this matter.
13

14 22. Class Counsel managed the work by efficiently allocating tasks to individuals and
15 avoiding duplication of effort.

16 23. Our rates are consistent with the market for attorneys with comparable experience
17 in San Francisco.

18 24. Class Counsel have also been awarded attorneys' fees at or near the rates they
19 request here.
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21 25. The hourly rates of Class Counsel at Law Offices of Daniel Vega are rates that
22 comparable attorneys charge paying clients.

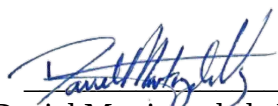
23 26. We incurred litigation costs and expenses for legal research, filing, printing and
24 photocopying, postage for client documents, document management, and transcript services.

25 27. All of these costs were necessary in connection with the prosecution of this
26 litigation and were incurred for the benefit of the Class.

27 28. To date, no Class Member has objected to Class Counsel's request for costs
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I declare under penalty of perjury that the foregoing is true and correct, that I could testify competently thereto if called upon to do so, and that I executed this Declaration on the ____31____ day of ____May____, 2024, in the City and County of San Francisco, California.


Daniel Martinez de la Vega