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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE

CHRISTIAN SOLIS, RENE A. SORTO, AKILA
DAVENPORT, PEARL PALACIOS, on behalf
of themselves and others similarly situated,

Plaintiffs,

vs.

WORLDWIDE FLIGHT SERVICES, INC., a
Delaware corporation; and DOES 1 through 20,
inclusive,

Defendants.

CASE NO.: 22STCV04332

**DECLARATION OF DANIEL U.
FRYDMAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Timothy Patrick Dillon
Dept: SS-15

Date: March 24, 2026
Time: 10:00 a.m.
Dept.: SSC-15

Date Filed: February 3, 2022
Trial Date: Not set

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4 **DECLARATION OF DANIEL U. FRYDMAN**

5 I, Daniel U. Frydman, declare:

6 1. I am an attorney licensed to practice law in the state of California and have been
7 admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP,
8 counsel for Plaintiff RYAN CROWE (“Plaintiff CROWE”) in this action against Defendant
9 WORLDWIDE FLIGHT SERVICES, INC., a Delaware Corporation. (“Defendant”), and I am an
10 attorney assigned to work on this case. Based on my assignment to this case and familiarity with the
11 file and action in this matter, I have personal knowledge of the matters stated herein and if called
12 and sworn as a witness, I would and could competently testify under oath thereto. I am a member in
13 good standing of the bar of the State of California and all State Courts in California and the United
14 States District Court Central District of California.

15 2. This Declaration is submitted in support of Plaintiffs’ Motion for Preliminary
16 Approval of Class Action Settlement.

17 **CLASS COUNSEL’S INVESTIGATION:**

18 3. Prior to the mediation, Defendants provided Plaintiffs with extensive informal
19 discovery, including Plaintiffs’ personnel, time, and payroll records, time records and payroll
20 records for the entire population of Settlement Class Members, wage statement exemplars,
21 Defendants’ employee handbooks, including policies and procedures regarding the payment of
22 wages, the provision of meal and rest breaks, timekeeping policies (including recording hours),
23 issuance of wage statements, and termination wages, as well as information regarding the number
24 of putative Settlement Class Members who are current and former employees, sample arbitration
25 agreements, the number of PAGA Aggrieved Employees, the number of workweeks throughout the
26 Class Period, and the number of pay periods throughout the PAGA Period. From this information,
27 Plaintiffs were able to analyze Defendants’ liability for the claims asserted in this case and, with the
28 assistance of Plaintiffs’ experts at Berger Consulting Group, the potential exposure and damages.

1 4. Based on this informal discovery, Plaintiffs contend the Settlement Class Members
2 were not paid all minimum or overtime wages, did not receive proper expense reimbursement, were
3 not provided with legally compliant meal and rest periods, did not receive compliant wage
4 statements, and did not receive all wages due on separation of employment. In considering the
5 reasonableness of the proposed settlement, Plaintiffs considered each of Defendants'
6 counterarguments, which sharply contested Plaintiff's claims. Plaintiffs' Counsel weighed the
7 strength of Defendants' arguments, including the risks posed by the various arbitration agreements,
8 the risks of prevailing in the underlying individual arbitrations and on the merits of the representative
9 claims, and determined that the proposed settlement is in the best interests of the Settlement Class.
10 Although remaining confident in the strength of their claims, all these factors led Plaintiffs to
11 discount the exposure analysis, discussed in detail below.

12 5. On November 21, 2023, Plaintiff Ryan Crowe commenced his action by filing a
13 Complaint alleging causes of action against Defendant for 1. Failure to Authorize or Permit Rest
14 Periods in Violation of Labor Code §§ 226.7; 2. Failure to Provide Complete and Accurate Wage
15 Statements in Violation of Labor Code §§ 226; 3. Failure to Timely Pay All Earned Wages and Final
16 Paychecks Due at Time of Separation of Employment in Violation of Labor Code §§201, §§202,
17 and §§203; and 4. Violation of Business and Professions Code §§ 17200, et seq., filed in the Los
18 Angeles Superior Court, Case No. 23STCV28645 ("Crowe Class Action").

19 6. On November 21, 2023, Plaintiff Crowe submitted notice to the California Labor and
20 Workforce Development Agency of his intention to bring a claim for civil penalties against
21 Defendant pursuant to PAGA.

22 7. On December 15, 2023, Plaintiff Crowe filed a First Amended Complaint in the
23 action.

24 8. On January 26, 2024, Plaintiff Crowe filed a PAGA action alleging additional causes
25 of action against Defendant for enforcement of Labor Code section 2698 et seq., filed in Los Angeles
26 County under case number 24STCV02184 ("Crowe PAGA Action").

27 9. On June 9, 2025, the Parties participated in a global mediation with Mr. Turner,
28 through which the Parties tentatively agreed to resolve the Lawsuits. The Agreement meets the

1 requirements in the LASC Checklist for Preliminary Approval. The Agreement has also been
2 uploaded to the LWDA.

3 **CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED**

4 **SERVICE PAYMENT:**

5 10. It is imperative that Plaintiff Crowe obtains just compensation for the time, effort
6 and risk associated with his fiduciary duties as a class representative and a plaintiff in this action.
7 Here, the requested enhancement award of Five Thousand Dollars and Zero Cents (\$5,000.00) for
8 his service as a Class Representative is reasonable given the risks he undertook, his contributions to
9 the action, and the success he achieved on behalf of the class, and therefore his service award should
10 be approved.

11 11. Plaintiff Crowe has performed considerable services on behalf of the Settlement
12 Class during the litigation. Class Counsel cannot overstate the importance of the role of an employee
13 who is willing to search out an attorney and step forward to assume the risk of litigation and
14 retaliation in order to represent a class and put the interests of the class before their interests. Plaintiff
15 Crowe has understood and understands that this is a class action where he is serving as the class
16 representative and must protect the class members' interests. Plaintiff Crowe is the catalyst to the
17 benefit reached for the class members and has actively protected the Class Members' interests
18 during the pendency of this matter and would continue to do so even if the case were required to go
19 to trial. Plaintiff Crowe devoted significant time and work in this matter searching for an attorney
20 and assisting counsel in the case, communicating with his attorneys frequently, providing relevant
21 documents related to his employment, ensuring his availability during the mediation, engaging in
22 meetings and telephone conferences with counsel to better inform counsel of the Class Members'
23 work environment and requirements, providing necessary information for settlement discussions,
24 reviewing the settlement documents, and approving the settlement on behalf of all class members.
25 His efforts ultimately led to an increase in the value and success of the Settlement. Plaintiff Crowe
26 also undertook the significant risks associated with acting as class representative. He understood
27 that he was putting himself at risk to pay costs of litigation if the case was unsuccessful and accepted
28

1 those risks. Plaintiff Crowe put himself at risk of retaliation by employers who may not approve that
2 he sued his employer.

3 12. In contrast, without having to take on any of the risk incurred by Plaintiff Crowe or
4 time spent by Plaintiff Crowe in litigating this matter, class members will receive a payment for
5 their claims. The service payment request as an enhancement award to Plaintiff Crowe is warranted
6 to compensate him for his time and effort, the fear and stress associated with assuming the
7 responsibility of serving as the class representative, and the concrete risks assumed as class
8 representative.

9 13. Further, no Parties objected to the Settlement Agreement, including Defendant and
10 their Counsel. The Parties have fully executed the Settlement Agreement, which includes the
11 requested enhancement award of Five Thousand Dollars and Zero Cents (\$5,000.00). The Parties
12 had ample time to discuss this requested amount and, between the Parties, determined that amount
13 to be fair compensation for the Plaintiff in this case.

14 **EXPERIENCE OF CLASS COUNSEL:**

15 14. The firm of Lavi & Ebrahimian, LLP, almost exclusively practices in the area of
16 labor and employment law and is experienced and qualified to act as Class Counsel, to evaluate the
17 class claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the
18 viability of the defenses.

19 15. I am familiar with the practice of Lead Counsel Joseph Lavi having worked as an
20 associate with Lavi & Ebrahimian, LLP since May of 2024, which has often included reviewing
21 declarations in support of motions for attorneys' fees and/or to seek appointment as Class Counsel.
22 Mr. Lavi graduated from law school in 2000 and has handled numerous cases in all aspects of
23 employment and labor law, including state and federal class actions, wrongful termination,
24 discrimination, harassment and retaliation cases. Mr. Lavi has tried both labor and employment
25 cases in State and Federal court, and has argued before various Court of Appeals, on employment
26 issues such as validity of Arbitration Agreements, Application of Res Judicata in class action cases
27 as well as other employment issues. Mr. Lavi has also been a panelist and/or speaker for various
28 Employment Law Continuing Legal Education Panels on issues of employment law trials, how to

1 proceed and conduct trials as well as proving and winning punitive damages. Mr. Lavi has also been
2 named a Southern California Super Lawyer in the area of plaintiffs' employment litigation – class
3 action from 2011-2022. Some of the class actions that Mr. Lavi has handled against employers on
4 wage and hour issues and have been approved as class counsel consisted of Kaiser Permanente
5 which settled for \$6,510,000.00; Hustler Casino which settled for \$980,000.00; Chevron Stations
6 Inc., which settled for \$4,500,000.00; Commerce Casino which settled for \$1,575,000.00; BP West
7 Cost Products, which settled for \$4,000,000.00; Kaiser Permanente which settled for \$3,600,000.00,
8 Fuddruckers (as lead counsel) which settled for \$900,000.00; Movado Retail Group, Inc. (as lead
9 counsel) which settled for \$728,000.00, Chuck-E-Cheese's (as lead counsel) which settled for
10 \$1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which settled for \$1,500,000.00;
11 Clougherty Packing, LLC (as lead counsel) which settled for \$4,250,000.00; and Gruma
12 Corporation (as lead counsel) which defendant's petition to the United States Supreme Court in the
13 matter was denied and the matter settled for \$2,300,000.00. There are numerous other class actions
14 that Mr. Lavi has settled as well as pending ones. He and members of the firm have been approved
15 as class counsel by both federal and state Courts. Mr. Lavi, myself, and the other attorneys at Lavi
16 & Ebrahimiyan who are available to assist us in this case if needed, are fully capable of adequately
17 and fairly representing Plaintiff and the proposed class in this matter.

18 16. Lavi & Ebrahimiyan, LLP, has been appointed Class Counsel in over 50 contested
19 proceedings including the following:

20 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court
21 Case No. BC343535;

22 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
23 BC369846;

24 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central
25 District of California, Case No. CV-07-3678-ABC;

26 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukey-Cheeses*, Los
27 Angeles Superior Court Case No. BC380996;

28 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior

1 Court Case No. BC383266;

2 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior
3 Court Case No. RG 0265835;

4 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
5 05CECG02189;

6 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
7 Central District of California, Case No. CV08-06691 SVW (PLA);

8 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
9 Case No. BC342588;

10 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
11 BC374816;

12 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
13 BC378990;

14 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
15 District of California, Case No. CV07-3237-DDP (PLAX);

16 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
17 BC410322;

18 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
19 No. BC412315;

20 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
21 BC397208;

22 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
23 BC399431;

24 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
25 37-2009-00103626-CU-OE-CTL;

26 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
27 BC451148;

28 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,

1 Central District of California, Case No. CV 10-8916 DDP (CWx);

2 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
3 Superior Court Case No. BC432406;

4 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
5 District of California, Case No CV-10-02315-JEM;

6 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
7 Court Case No. BC462603;

8 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
9 Court Case No. BC452570;

10 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
11 00366952-CU-OE-VTA;

12 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
13 No. BC421009;

14 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
15 1341987;

16 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
17 Case No. BC425708;

18 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
19 No. BC436879;

20 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
21 RIC10020183;

22 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
23 BC411849;

24 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
25 BC411134;

26 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
27 Court Case No. 30-2011-0044011-CU-OE-CXC;

28 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central

1 District of California, Case No. CV 10-0415 ODW (FMOx)

2 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
3 BC443792;

4 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
5 BC451489;

6 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
7 Case No. CV 10-0968-PSG-FMOX;

8 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
9 No. BC425799;

10 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
11 Court Case No. BC446744;

12 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
13 BC456420;

14 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District
15 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

16 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
17 BC436793;

18 ll. *Santos v. Noble Management Group-California, LLC*, United States District
19 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

20 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
21 Court Case No. 30-2011-00473505;

22 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court
23 Case No. BC436235;

24 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
25 BC451490;

26 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
27 RG10523946;

28 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of

1 California, Case No. CV 11-09543 DSF (MRWx);

2 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
3 2011-00518396-CU-OE-CXC;

4 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
5 District of California, Case No. CV 10-0415 ODW (FMOx);

6 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case
7 No. BC320172;

8 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.
9 BC361380;

10 vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No.
11 BC357987.

12
13 I declare under perjury under the laws of the State of California that the foregoing is true and
14 correct. Executed this 17th day of February 2026, at Beverly Hills, California.

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16 /s/ Daniel U. Frydman
Daniel U. Frydman
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