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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA

DARCEL CELESTE NAVARRETTE and ELIZABETH QUIROGA CARRERO, individually and on behalf of all others similarly situated, Plaintiff, v. INTERSTATE MANAGEMENT COMPANY, LLC dba LA QUINTA INN & SUITES BY WYNDHAM MADERA, a Delaware Limited Liability Company; AIMBRIDGE HOSPITALITY, LLC, a Delaware Limited Liability Company; and DOES 1-50, inclusive, Defendants.	CASE NO.: MCV087491 [Assigned for all purposes to Hon. Eric J. LiCalsi; Dept.44] <u>CLASS ACTION</u> **DECLARATION OF SHOHAM J. SOLOUKI IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: November 18, 2025 Time: 8:30 a.m. Dept.: 44 Complaint Filed: August 12, 2022

DECLARATION OF SHOHAM J. SOLOUKI

I, SHOHAM J. SOLOUKI, hereby declare as follows:

1. I am an attorney at law duly licensed to practice in the State of California. I am the principal of Solouki | Savoy, LLP and counsel of record for Plaintiffs Darcel Celeste Navarrette ("Navarrette"), and Elizabeth Quiroga Carrero ("Carrero") (together Navarrette and Carrero are referred to herein as "Plaintiffs") in the above-entitled action. I make this declaration on the basis of personal firsthand knowledge unless another source of information or belief clearly appears from the context, and as to all such matters, I believe them to be true. If called as a witness, I could and would readily and competently testify to all matters stated herein.

2. I make this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

Background

3. On or about August 12, 2022, Plaintiff Navarrette filed a complaint in the Superior Court of the State of California, County of Madera (Case No. MCV087491) against Defendants for alleged violations of the California Labor Code, including for its alleged failure to pay all minimum wages, failure to pay all overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to issue accurate itemized wage statements, and failure to timely pay all wages (the "*Navarrette Class Action*").

4. On or about December 20, 2022, Plaintiff Navarrette filed a separate Representative Action Complaint under the Private Attorney General Act of 2004, Labor Code § 2698, et seq. ("PAGA") in the Superior Court, County of Madera (Case No. MCV087892), against Defendants (the "*Navarrette PAGA Action*"). (together the *Navarrette Class Action* and the *Navarrette PAGA Action* are referred to herein as the "*Navarrette Actions*").

5. On or about August 12, 2022, Plaintiff Elizabeth Quiroga Carrero filed a complaint in the Superior Court, County of Los Angeles (Case No. 22STCV41124), against Defendants, also for alleged violations of the California Labor Code, including for its alleged

failure to pay all minimum wages, failure to pay all overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to issue accurate itemized wage statements, and failure to timely pay all wages. (the "*Carrero Class Action*"). (together the *Navarrette Actions* and the *Carerro Class Action* are referred to herein as the "*Actions*").

6. On or about January 3, 2025, as the result of a settlement proposal by experienced mediator Kevin Barnes, the Parties reached a preliminary agreement to settle the Actions.

7. As part of the agreement, on or about April 15, 2025, by stipulation of the Parties and order of the Court, Plaintiffs filed a consolidated Complaint to consolidate the Actions ("Consolidated Complaint" or "First Amended Complaint"). The Consolidated Complaint alleges the following causes of action:

- FAILURE TO PROVIDE REQUIRED MEAL PERIODS
- FAILURE TO PROVIDE REQUIRED REST PERIODS
- FAILURE TO PAY WAGES, INCLUDING OVERTIME WAGES
- FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES
- FAILURE TO MAINTAIN REQUIRED RECORDS
- FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS
- FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES INCURRED IN DISCHARGE OF DUTIES
- VIOLATION OF CALIFORNIA LABOR CODE §§ 551, 552, AND 558 (FAILURE TO PROVIDE ONE DAY OF REST IN SEVEN)
- UNFAIR AND UNLAWFUL BUSINESS PRACTICES
- PRIVATE ATTORNEYS GENERAL ACT

8. Between August 2020 through approximately August 2021, Plaintiff Navarrete was employed by Defendants as a non-exempt employee with the title of Front Desk Agent. Plaintiff's duties included but were not limited to Checking in guests, filing, and handling phone calls and reservations. Plaintiff worked at the La Quinta Inna Medera location.

9. Between August 1, 2022 and January of 2024 (when she was forced to resign), Plaintiff Carrero was employed by Defendants as a non-exempt employee with the title of Housekeeper. Plaintiff's duties included but were not limited to cleaning rooms and common areas. Plaintiff worked at the Marriot Courtyard Santa Monica location.

10. Defendant owns and operates hotels with multiple locations in the State of California.

<u>Settlement Negotiations and Terms</u>

11. On June 26, 2024, the Parties participated in a full-day, private mediation with an experienced mediator, Kevin Barnes, Esq. In anticipation of the mediation, Defendant undertook substantial time, energy and resources in providing Plaintiffs' counsel with a significant records production of class-wide data and other documents to facilitate a productive mediation. After a full-day, the parties were not able to reach any agreement.

12. Negotiations continued through Kevin Barnes for several months. On or about January 3, 2025, as the result of a settlement proposal by experienced mediator Kevin Barnes, the Parties reached a preliminary agreement to settle the Actions.

13. On or about March 28, 2025, the Parties entered into a Class Action and PAGA Settlement Agreement to fully resolve the Actions ("Settlement" or "Settlement Agreement").

14. Pursuant to the Settlement, the Parties have agreed that, subject to Court approval, the Settlement Administrator shall be paid from the Gross Settlement Amount for Settlement Administration Costs. My office has received an estimate from Apex Class Action Settlement Administration ("APEX") that the cost of administration of the Settlement are estimated to be $33,000.00.

<u>Adequacy and Fairness of Settlement; Risks Associated with Proceeding With the Action</u>

15. Plaintiffs and Plaintiffs' counsel remain confident of the merits of Plaintiffs' claims. Plaintiffs and Plaintiffs' counsel considered several factors in reaching the decision to

settle at this point in the litigation. Plaintiffs' counsel has calculated the maximum damages of the Class Members at the time of mediation to be approximately $4,134,451.29 and believes this amount will be the maximum damage potential should the case proceed to trial. This maximum damages amount does not include penalties, which are often reduced or completely disallowed. Class Counsel have tried multiple employment cases in California which assisted in the valuation. A detailed explanation of Plaintiffs' valuation at the time of mediation is set forth below:

- <u>$453,923.73 in unpaid overtime wages,</u>

  14,733 (number of unpaid overtime hours during class period)
  <u>x $30.81 (average overtime pay rate for putative class):</u>
  = $453,923.73

- <u>$1,537,891.42 in unpaid meal break premiums (No Meal Periods, Short Meal Periods, or Late Meal Periods):</u>

  74,873 (number of unique meal period violations)
  <u>x $20.54 (average hourly rate of pay for putative class)</u>
  = **$1,537,891.42**

- <u>$1,516,656.14 in unpaid rest break premiums (15% violation rate):</u>

  15% violation rate
  x 492,261 (number of total shifts during class period)
  <u>x $20.54 (average hourly rate of pay for putative class)</u>
  = **$1,516,656.14**

- <u>$625,980.00 in unreimbursed expenses (based on allegation that workers used personal cell phones):</u>

  62,598 (number of total work months)
  <u>x $10,00 (fractional cell phone service charge)</u>
  = **$625,980.00**

- $14,734,574.40 in waiting time penalties in accordance with California Labor Code Section 201:

  2,989 Employees quit or were terminated during liability period
  x 30 days (pay per code)
  x 8 hours per day
  x $20.54 (average hourly rate of pay for putative class)
  = **$14,734,574.40**

- <u>$4,959,700.00 in PAGA penalties:</u>

  49,597 PAGA Pay Periods (one violation every pay period)
  x $100 per violation

= **$4,959,700.00**

- $6,111,450.00 in wage statement penalties:

122,229 Pay Periods
x $50.00 penalty
=**$6,111,450.00**

16. Based on my participation in the settlement negotiations conducted in good faith and at arms' length between attorneys with substantial experience litigating class actions and wage and hour cases, and supervised by an experienced and well-regarded mediators, I believe that the Settlement Agreement, which was the product of a non-collusive settlement process, is fair compensation for the damages asserted by Plaintiffs in this matter.

17. Given the maximum potential damages, the settlement sum of Two Million Dollars and Zero Cents ($2,000,000.00) is reasonable considering the substantial risks entailed by this case. My firm estimates a 50 percent likelihood of obtaining and maintaining certification of Plaintiffs' claims, which reduces the value of these claims. My office further estimates that there is a 50 percent chance that Plaintiffs will prevail at trial on their claims, further reducing the value of the claims. The significant risk that this Court may deny class certification is obviated by the Settlement. Moreover, continued litigation would very likely reduce and substantially delay recovery by Class Members. In contrast, because of the proposed Settlement, Class Members will receive timely relief and avoid the risk of an unfavorable judgment. The same is true for the PAGA penalty portion of the case.

18. Furthermore, while Plaintiffs are confident in the merits of the case, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due to each individual Class Member would be an expensive, time-consuming, and extremely uncertain proposition.

19. In sum, when the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiffs' claims, it is clear that the Gross Settlement Amount is fair, adequate, and reasonable.

20. Through various break-out sessions throughout the two mediations days, the Parties apprised each other of their respective factual contentions and legal theories and defenses, resulting in extensive arms-length negotiations taking place between the Parties. Defendant argued that certification would be impossible as each of Defendant's hotels operated differently.

21. Plaintiffs strongly asserted the validity of their arguments and their assessment that this case could be worth a substantial amount of money. However, as the negotiations progressed, Defendant presented their arguments as to various issues, and it became apparent that many issues would be highly disputed and could pose a risk to both parties in going forward with litigation. As a result, the parties agreed to resolve this matter for a total of $2,000,000.00 after months of negotiation.

22. To do otherwise would put Plaintiffs and their attorneys at risk of loss on the case. It was well within the bounds of a reasonable and experienced wage and hour class action Plaintiffs' attorneys to settle for the amount accepted in this case.

23. Moreover, Kevin Barnes presided over the back and forth exchanged of information, and helped guide the parties towards what he believed based on his experience was a reasonable resolution given the disputed issues of liability.

24. More specifically, as to the documents disclosed, Defendant produced detailed time and payroll records for a sample of 20% the class members at the time of mediation, by producing the time and payroll records employees. Defendant also provided policy manuals that were relevant during the class period.

25. Defendant also provided Plaintiffs' hiring and firing paperwork, paystubs, and employee manuals. Collectively, this data consisted of thousands of pages.

26. In addition, Defendant disclosed that altogether with current employees, the class size for all current and former non-exempt employees of Defendant in the State of California during the class period is approximately 4,500 Class Members who collectively worked a total of 122,229 workweeks.

27. Defendant further disclosed Defendant's policies regarding their meal periods;

Defendant's policies regarding their rest periods; and Defendant's policies overtime payment.

28. Plaintiffs allege that they were not being properly given breaks during their employment. Plaintiffs detailed this information to their attorneys in consultation, in mediation preparation, and in preparation for propounding discovery, and during mediation.

29. In contrast, Defendant argued and presented evidence that they were indeed allowing Plaintiffs to take breaks, and that if this was occurring as to Plaintiffs, then it was not class-wide.

30. It is apparent that Defendant was going to attempt to defeat class certification with evidence that meal, and rest breaks were provided in full.

31. This would have thrown into dispute the class size and likely required additional depositions, further written discovery and a highly contentious dispute would ensue to determine the actual class size.

32. On the whole, the causes of action for overtime pay, meal and rest breaks premiums were highly contentious and both sides were able to offer evidence. Settlement to the Class Members and all Parties was therefore favorable to prevent a loss on the part of any Party.

33. Therefore, the Parties compromised on this issue and made it part of the Settlement Agreement in order to dispose of any dispute that could be a costly part of ongoing litigation.

34. In sum, all causes of action presented were highly contentious. The Parties discussed the competing evidence at mediations at length because discussions regarding resolution started. It could have been either of the Parties that would win in a trial, and it was going to be a lengthy and costly legal battle.

35. Given the nature of trial and the nature of litigation, Plaintiffs would have been hard pressed to win on every single issue presented, and this could have resulted as a total loss or a win that would have been outweighed by the length of the proceedings at hand.

36. The settlement for each participating Class Member is fair, reasonable and adequate given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation.

37. Assuming full participation of approximately 4,500 employees in the settlement, we estimate that each class member will recover on average about $250. This amount is not insignificant, especially because most class members will never pursue their individual claims.

The Proposed Settlement Was Reached Through Arm's Length Bargaining

38. The Settlement was reached following extensive negotiations during and after a two private mediation; with professional mediator Kevin Barnes. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The parties went into the mediation sessions willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate its position through trial and appeal if a settlement had not been reached. The Settlement was not reached until after both full days of mediation. Plaintiffs and Plaintiffs' counsel support the proposed Settlement as being in the best interests of the Class Members.

Investigation and Discovery Prior to Settlement

39. Prior to the Settlement, Plaintiffs' counsel conducted an investigation into the claims alleged by Plaintiffs, conducted legal research, and engaged in extensive informal discovery. Defendant produced all written wage and hour policies and a data consisting of the time records, payroll records and other data for employees of Defendant, amounting tens of thousands of lines of data. In addition, hundreds of pages of other employment related documents were produced. Plaintiffs' statistical experts analyzed this information, including data for thousands of shifts, and Plaintiffs' counsel evaluated the potential liability and damages for the Class Members. Based upon this information, Plaintiffs' counsel was able to act intelligently and effectively in negotiating the proposed Settlement.

40. On May 29, 2025, this honorable Court granted Plaintiffs' Motion for Preliinary Approval.

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Adequacy of Class Counsel; Attorney Fees and Costs

41. The Settlement provides for attorney fees and costs to Class Counsel in an amount up to one-third of the Gross Settlement Amount, for a maximum fee award of $700,000.00, plus an award of reasonable litigation costs not to exceed $50,000.00, which includes costs for, among other things, copying, faxing, court filing and service, expert fees, research services, and mediation. There is an agreement to split fees with attorneys from James Hawkins APLC. A true and correct copy of this agreement is attached hereto as Exhibit "A".

42. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for other employment cases. My office invested significant time and resources in the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

43. The efforts expended by Class Counsel thus far include, but are not limited to, the following: interviews with Plaintiffs and review of documents provided by Plaintiffs; preparation of multiple drafts of the class action complaint; filing of the class action complaint; meeting and conferring with Defendant's counsel to obtain relevant documents and information; communicating with Plaintiffs regularly regarding the status of the case; drafting requests for production of documents, special interrogatories, and form interrogatories to Defendant; review and analysis of a substantial sampling of time records, payroll records, and other employment records; opposing multiple motions to dismiss; working with an expert statistician to analyze the data sample; legal research regarding Defendant's wage and hour practices; preparing Plaintiffs' mediation briefs; appearing at two full-day mediations; appearing at multiple status conferences; preparing and filing a motion for class certification; preparing and filing an opposition to a motion for summary judgment; participating in settlement discussions; and drafting, negotiation, and revision of the Settlement, Class Notice, and Motion for Preliminary Approval.

44. I received a B. S. in Business Information Systems in 2007 from California State University Northridge. I received my J.D. from Southwestern University School of Law in 2011. I became an Active Member of the State Bar of California in 2011, and have been an Active Member in good standing continuously since then. I have been practicing as a litigation

attorney in Los Angeles since 2011, and have been concentrating on employment litigation since approximately that time.

45. In 2012, I founded Solouki | Savoy, LLP. Since 2012, I have been heavily, successfully, and continuously involved in active litigation and trial work, including extensive work in employment litigation and wage and hour class actions.

46. Solouki | Savoy, LLP is a three (3) attorney law firm that is actively and continuously practicing in employment litigation, representing entirely employee Plaintiffs, in both individual and class actions, in this Superior Court, and other Superior Courts throughout the State, in the Court of Appeal, and in various Federal courts.

47. My office is qualified to handle this litigation because we are experienced in litigating Labor Code violations in both individual and class action cases. Solouki | Savoy, LLP has handled, and is currently handling numerous wage and hour class action lawsuits. Over the course of my career, I have been involved in many class action settlements, with some of them settling in the seven figure range.

48. Of the attorneys at Solouki |Savoy, LLP, I am the attorney with the most active trial and pretrial calendar. I personally represented clients in numerous wage and hour class action lawsuits that settled with recovery per class member being in a similar range to the settlement agreement in the instant case.

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

50. In addition to the instant class action, I am personally handling, or have handled, litigation in the following ERISA, wage and hour class actions and/or Private Attorney General Act representative actions:

- *Magdalena Chavez, et al. v. Del Taco, LLC* – Riverside Superior Court Case No. RIC1512246 (Settled for $50,000,000);

- *Darcel Celeste Navarrette and Elizabeth Quiroga Carrero v. Interstate Management Company, LLC* – Madera County Superior Court Case No. MCV087491 (Settled for $2,000,000);
- *Laudy Rodriguez, et al v. Adir International, LLC, et al* – Los Angeles Superior Court Case No. 19STCV20874 (Settled for $1,750,000);
- *Nuvia Barragan, et al. v. ACE Cash Express* – Central District of California Court Case No. 2:21-CV-08021-SB (MRWx) (Settled for $875,000);
- *Uriel Vazquez Cabrera, et al v. Wish Farms, CA LLC, et al.* – Monterey County Superior Court Court Case No. 21CV002491 (Settled for $900,000);
- *Christian Michael Spencer-Rochester v. Fisher Sand & Gravel Co., et al.*, - Los Angeles Superior Court, Case No. 23STCV26253 (Settled for $1,500,000);
- *Franco, et al. v. Burrtec Waste Industries, Inc., et al.* – Riverside Superior Court Case No. RIC1820321 (Settlement for $3,577,000);
- *Jaime Oswaldo Arevalo, et al v. National Signal, LLC, et al* – Orange County Superior Court Case No. 30-2024-01382811-CU-OE-CXC (Settled for $460,000);
- *Cruz, et al. v. SA Recycling, LLC, et al.* – Orange County Superior Court Case No. 30-2021-01218757-CU-OE-CXC (Settlement for $3,577,000);
- *Fabian Hernandez, et al v. DSJ West, Inc.* – Los Angeles Superior Court Case No. BC538435 (Settlement for $4,575,000);
- *Francisco Ramirez v. California Commerce Club, Inc.* – Los Angeles Superior Court Case No. BC664591 (Settled for $2,400,000);
- *Santos Martinez, et al v. Anning Johnson* – CDCA Case No. 2:15-cv-02805-RGK-E (Settlement for $1,700,000);
- *Luis Galvez, et al vs. Intercontinental Hotels Group Resources, et al* – LASC Case No. BC562146 (Settlement for $980,000);
- *Camille Arias v. Hishmeh Enterprises, Inc., et al.*- VCSC Case No. 56-2016-00479206-CU-WT-VTA (Settlement for $1,350,000);

- *Jascha Dlugatch v. PRN Ambulance, et al* - Los Angeles Superior Court Case No. BC581410 (Settlement for $425,000);
- *William J. Peters v. The Academy of Magical Arts, Inc.* - Los Angeles Superior Court Case No. BC640555 (Settlement for $300,000);
- *Monica Siadek, et al v. American Airlines, Inc.* - Los Angeles Superior Court Case No. BC607127 (Settlement for $540,000);
- *Salazar v. Haliburton International* - San Bernardino Superior Court Case No. CIVDS1917709 (Settled for $950,000);
- *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* - Los Angeles Superior Court Case No. BC652263;
- *Julio Alas, et al v. AT&T, Inc. et al* – CDCA Case No. 2:17-cv-08106-VAP-RAO;
- *Randy Torres, et al v. Performance Team Logistics, LLC, et al* – Los Angeles Superior Court Case No. BC705070 (settled for $110,000);
- *Daniel Draney v. Westco Chemicals, Inc. et al* – Central District of California Case No. 2:19-cv-01405-ODW-AGR (settled for $500,000);
- *Zachary Gurzenski v. Delta Air Lines, Inc.* – Los Angeles Superior Court Case No. 21STCV19287 (Settled or $200,000)*;*
- *Laura Sanchez v. Piazza Family Restaurants Inc.* – Los Angeles Superior Court Case No. (Settled for $450,000)*;*
- *Jessica Shadian v. Cedar Restaurant Group, LLC* - Los Angeles Superior Court Case No. 20STCV46234 (Settled for $450,000);
- *Robert Welch v. ACS Security Industries, Inc.* – Los Angeles Superior Court Case No. 19 STCV06750 (Settled for $450,000);
- *Hugo Ramirez v. HR Steel, Inc.;*

- *Jose Cervantes v. Aero Chip, Inc.* – Los Angeles Superior Court Case No. CIVDS1917709 (Settled for $225,000)*;*
- *Michael Carter v. Advanced Cable Technologies;*
- *Joseph Garcia v. Geodis Logistics, LLC;*
- *Enrique Martinez-Salgado v. Red Collar Pet Foods, Inc. et al.* – San Bernardino Court Case No. CIVDS2018708 (Settled for $1,000,000).

51. 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 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.

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

53. Because most individuals cannot afford to pay for representation in litigation on

an hourly basis, Solouki | Savoy, LLP represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because the firm is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for 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 employment disputes.

54. I am informed and believe that the efforts of Plaintiffs' 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 Plaintiffs' counsel, the Labor Code and wage order violations alleged in the complaint would have gone without remedy.

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

56. Any unclaimed settlement funds shall be paid to California Controller's Unclaimed Property Fund.

Attorney Fees

57. My current 2025 billing rate is $800.00 per hour. The current 2025 billing rate for my Partner, Grant Joseph Savoy, is also $800.00 per hour. Mr. Savoy has also concentrated his practice exclusively in employment litigation since he was admitted to the Bar. He has worked on numerous motions for class certification in wage and hour cases and obtained approval of class action settlements. My office requests this rate of $800.00 per hour in this case, as the rates are more than reasonable in the California legal market for attorneys who

handle complex class actions. The current prevailing billing or "market" rates in the Los Angeles area range from $275 to $900 per hour. See *Bihun v. AT&T Information Systems, Inc.* (1993) 13 Cal. App. 4th 976, 1004-1005.

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

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

a. Initial Case Investigation and Pleading Phase. Class Counsel spent 95.2 hours on the initial case investigation, factual development, and research in this matter, including but not limited to conducting extensive factual and legal research into the merits of Plaintiff's claims; discussing the facts with Plaintiff and my partner; drafting multiple oppositions for motions to dismiss; conducting research on Defendant and any subsidiaries; drafting, revising, and filing the complaint; reviewing multiple pleadings; and stipulations related thereto.

b. Discovery and Prosecution. Class Counsel spent 131.6 hours after the filing and service of the complaint in the this action preparing for and attending hearings, drafting extensive written discovery and informal requests; meeting with the client; drafting responses to written discovery and informal information requests; reviewing documents including time and pay records and damage estimates produced by Defendant and our experts; drafting and reviewing correspondence with defense counsel; coordinating prosecution with co-counsel and defense counsel; contacting and interviewing numerous class members; conducting interviews of putative class members; researching numerous critical issues such as recovery period violations and meal and rest breaks; preparing for and attending multiple mediations, including reviewing information and documents provided by defense counsel; taking depositions of Defendant witnesses and attending Plaintiff's depositions; communicating with Plaintiff; preparing damage models and settlement matrices; drafting a motion for class certification and supporting documents; drafting an opposition to Defendant's motion for summary judgment; and drafting the mediation briefs with exhibits.

c. Settlement and Other Procedural Issues. I spent 48.7 hours after mediation assisting in the drafting of the stipulation for settlement and related documents and communicating with class counsel, defense counsel and the claims administrator concerning the settlement and notice.

d. Preliminary and Final Approval and Settlement Administration. I spent 57.2 hours assisting drafting and revising the motion for preliminary and final approval and supporting papers; Class Counsel thereafter obtained bids from settlement 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.

e. I also anticipate spending at least 10 hours assisting communicating with the settlement administrator regarding the claims process; and speaking with class members with inquiries about the settlement and/or claims process, and attending the final-approval hearing.

60. The amount of requested attorney's fees is reasonable based upon Class Counsel's lodestar. As of the filing date, SSLLP's lodestar is $266,160.00, which is based upon 332.7 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.

61. 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	239.9	$800.00	$191,920.00
Grant J. Savoy	Partner	92.8	$800.00	$74,240.00
Total Firm		332.7		**$**266,160.00

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

63. We also bear the risk of taking whatever actions are necessary if Defendant fail to pay.

64. My office took this case on a contingent basis and has put a substantial amount of time and energy into litigating this case, all while receiving no payment. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. For instance, in *Hernandez v. Chipotle Mexican Grill*, *Inc*. (LASC Case No. BC373759), the Court of Appeal affirmed the trial court's order denying certification in an action alleging that the Defendants failed to provide its restaurant workers with uninterrupted,

30-minute off-duty meal breaks in a pair of depublished opinions: *Hernandez v. Chipotle Mexican Grill, Inc.* (2012) 208 Cal.App.4th 1487 and *Hernandez v. Chipotle Mexican Grill* (2010) 189 Cal.App.4th 751. Similarly, in *Gonzalez v. OfficeMax N. Am*. (C.D. Cal., Case No. CV-07-00452), the court issued an order denying certification of Plaintiff's meal and rest break claims, finding that the reason any particular employee missed any particular break required individualized fact finding. *See Gonzalez v. OfficeMax N. Am*. (C.D. Cal. Nov. 5, 2012) 2012 U.S. Dist. LEXIS 163853. In each of 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.

65. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Solouki | Savoy, LLP represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because the firm is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for 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.

66. 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.

<u>Advanced Costs</u>

67. As of the date of this declaration, my firm has incurred actual costs in the amount of $9,749.21 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	$2,010.00
LWDA PAGA Filing Fee	$75.00
Attorney Service / Runner Expenses	$391.00
Mediation Fees on 06/26/24 (Kevin Barnes, Esq.)	$3,750.00
Postage and Delivery	$42.51
Reproduction and Copying Expenses	$730.70
Expert Services (FS Consulting)	$2,750.00
TOTAL:	$9,749.21

68. The Settlement provides for reimbursement of Class Counsel's reasonable litigation costs not to exceed $50,000.00. The costs of SSLLP to date total $9,749.21. SSLLP respectfully requests reimbursement of their full advanced costs of $9,749.21.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 17, 2025 at Los Angeles, California.

Shoham J. Solouki

SHOHAM J. SOLOUKI

EXHIBIT "A"

JOINT PROSECUTION AND FEE-SHARING AGREEMENT

James Hawkins APLC ("Hawkins") on the one hand, and Solouki & Savoy, LLP ("SS") on the other hand (collectively "Co-Counsel") enter into this Agreement to work together in the class/representative wage and hour action against Defendants INTERSTATE MANAGEMENT COMPANY, LLC dba LA QUINTA INN & SUITES BY WYNDHAM MADERA, and AIMBRIDGE HOSPITALITY, LLC. Currently, there is one consolidated lawsuit filed entitled *DARCEL CELESTE NAVARRETTE and ELIZABETH QUIROGA CARRERO v. INTERSTATE MANAGEMENT COMPANY, LLC, et al.*, Madera County Case No. MCV087491 (the "Action").

The purpose of this agreement is to memorialize the fee-sharing arrangement between Co-Counsel, and the scope of their duties regarding the pending litigation, and their representation of Plaintiffs and the putative class/aggrieved employees. By this agreement and in consideration of the mutual promises set forth below, Co-Counsel agree to the following terms:

1) Co-Counsel acknowledge that, in order to jointly litigate the Action, they will need to exchange certain materials and information, the contents of which may be or include material protected by the attorney client privilege, the work product privilege, or other state and federal statutory and common law rights and privileges, including but not limited to factual material, mental impressions, documents, memoranda, and interview and investigative reports. Co-Counsel wish to pursue their common interests cooperatively without waiving any privilege or protection as to any communication or work product. Any and all materials and communications exchanged among Co-Counsel in connection with the litigation shall be exchanged pursuant to a common interest privilege and are protected from disclosure from any third party without the express consent of the Co-Counsel. The disclosure of materials and communications pursuant to this Agreement shall not constitute a waiver of any privilege or protection.

2) Co-Counsel pledge that they will not seek to prosecute the Action alone or with any other Co-Counsel firm or other firm without the express written consent of the other Co-Counsel.

3) Co-Counsel will vigorously prosecute the Action. Co-Counsel will coordinate all litigation work assignments in order to avoid unnecessary duplication, and will develop and implement a coherent, consistent litigation strategy. Co-Counsel will consult with each other regarding major strategy decisions and work assignments, including but not limited to the type of relief to accept in settlement of the case. It is anticipated that both Co-Counsel firms will be actively involved in the Action.

4) Co-Counsel and Plaintiffs hereby acknowledge and agree that any eventual award of attorneys' fees that is recovered in connection with the resolution of this action, either by settlement, arbitration, judgment or otherwise, shall be divided between Co-Counsel as follows:

    A) 50% to Hawkins and 50% to SS, whether based on a percentage of the common fund or lodestar.

B) Co-Counsel shall each maintain a complete and accurate record of time devoted to the investigation and prosecution of this action, recorded with the time expended, for each attorney and other timekeeper and each specific activity.

5) The costs associated with the litigation of this action shall also be divided based on the same percentage of the fees between Co-Counsel. As used in this agreement, "costs" shall mean expenditures recoverable as costs of litigation and settlement under applicable law. In the event that such costs are not awarded by the court, the full amount of such costs shall be reimbursed to each law firm who paid them from the award of attorneys' fees, before the division of attorneys' fees pursuant to this agreement. The application for costs filed with the court shall be limited to expenditures made by Co-Counsel for costs, as that term is defined herein. If a separate award is made for costs, Co-Counsel shall be entitled to the costs that each firm incurred, as awarded by the court. Co-Counsel shall not be reimbursed for costs that the court does not allow in its award of costs. Co-Counsel shall be responsible for the timely preparation of a declaration in support of any costs for which it seeks reimbursement. If, for any reason other than the failure of either Hawkins or SS to timely prepare a declaration in support of the application for costs, the costs awarded are not sufficient to fully reimburse either Hawkins or SS for the costs incurred, the award of costs shall be distributed among Hawkins and SS on a pro-rata basis as set forth above. If either Hawkins or SS fail to timely prepare declaration in support of the costs that it incurred, then the costs awarded shall first be used to reimburse in full the costs incurred by the law firm who timely prepared a declaration.

4) Hawkins and SS each maintain their own insurance policy to cover errors and/or omissions of its staff.

This agreement and acknowledgment between Hawkins, SS and Plaintiffs may be evidenced by one or more counterparts, all of which shall constitute a single agreement. A facsimile, electronic signature, or copy of a signature may be used in lieu of an original.

This is the full and final expression of the agreement and acknowledgment between Hawkins, SS and Plaintiffs DARCEL CELESTE NAVARRETTE and ELIZABETH QUIROGA CARRERO with respect to the matters set forth herein. It may be amended only by a writing duly executed by all the parties affected thereby. It shall be governed by California law, without regard to conflicts of law principles, and shall be interpreted neutrally, without regard to draftsmanship.

IT IS SO AGREED,

SOLOUKI & SAVOY, LLP

Dated: July 22, 2025

By: Shoham Solouki

Shoham Solouki, Esq.
Grant Savoy, Esq.

JAMES HAWKINS APLC

Dated: July 30, 2025

By:

James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.

CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION AND FEE SHARING AGREEMENT

Client Consent Pursuant to California Rules of Professional Conduct Rule 2-200(A)

I, DARCEL CELESTE NAVARRETTE, state as follows:

1. I have been advised in writing that Hawkins and SS have entered into a Joint Prosecution and Fee Sharing Agreement ("the Agreement").

2. I have been advised in writing and understand that in the event of a class action settlement or judgment in the Action as defined in the Agreement, any Court-approved award of fees and costs will be divided amongst the attorneys as set forth in the Agreement.

3. I hereby acknowledge that I have been provided with a copy of the Agreement.

4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Date: 7/30/2025

DocuSigned by:

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DARCEL CELESTE NAVARRETTE

CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION AND FEE SHARING AGREEMENT

<u>Client Consent Pursuant to California Rules of Professional Conduct Rule 2-200(A)</u>

I, ELIZABETH QUIROGA CARRERO, state as follows:

1. I have been advised in writing that Hawkins and SS have entered into a Joint Prosecution and Fee Sharing Agreement ("the Agreement").

2. I have been advised in writing and understand that in the event of a class action settlement or judgment in the Action as defined in the Agreement, any Court-approved award of fees and costs will be divided amongst the attorneys as set forth in the Agreement.

3. I hereby acknowledge that I have been provided with a copy of the Agreement.

4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Date: 7/23/2025

Elizabeth Quiroga Carrero
ELIZABETH QUIROGA CARRERO