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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

SAFAA AL AZZAWI, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

C-STORE SERVICES, INC., a California
corporation; and DOES 1 to 100, inclusive

Defendants.

Case No.: CIVSB2228712

**DECLARATION OF JAMES M. TREGLIO,
ESQ. IN SUPPORT OF PLAINTIFFS'
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Date: July 7, 2025

Time: 9:00 a.m.

Dept.: S36

Complaint Filed: December 21, 2022

Trial Date: None

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2 **ADDITIONAL COUNSEL**

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1 I, James M. Treglio, declare as follows:

2 1. I am an attorney at law duly authorized to practice law in the State of California. I am
3 the lead attorney of the class action division for the law firm of Potter Handy, LLP, (“PH,” “Co-Class
4 Counsel” or “Plaintiffs’ Counsel”) attorney of record, for Plaintiff Safaa Al Azzawi (“Plaintiff”). I
5 have personal knowledge of the following facts and if called upon as a witness I could and would
6 competently testify to the matters stated herein.

7 2. This declaration is made in support of Plaintiffs’ motion to approve PAGA settlement
8 pursuant to Private Attorneys General Act of 2004 (“PAGA”), for an order granting final approval of
9 the settlement of this case (“Motion”).

10 3. A PAGA Notice was filed by Plaintiff Al Azzawi against Defendant C-Store Services,
11 Inc. (“Defendants”) on October 12, 2022 for Defendant’s alleged violation Labor Code sections 201,
12 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199. The Labor &
13 Workforce Development Agency (“LWDA”) did not notify Plaintiff that it intended to further
14 investigate or pursue these allegations within sixty-five (65) days of the postmark date of the PAGA
15 letter.

16 4. On December 21, 2022, Plaintiff Al Azzawi filed a class and representative action
17 complaint against Defendant C-Store Services, Inc. for violation of California Labor Code section
18 2698, *et seq.* (the “Al Azzawi Complaint”) in the matter of *Safaa Al Azzawi v. C-Store Services, Inc.*,
19 Superior Court of California, County of San Bernardino Case No. CIVSB2228712 (“Al Azzawi
20 Action”). In his Complaint, Al Azzawi seeks damages and penalties for Defendant’s alleged (1)
21 violation of Labor Code sections 1194, 1194.2, and 1198; (2) violation of Labor Code section 226.7;
22 (3) violation of Labor Code sections 226.7 and 512; (4) violation of Labor Code section 204; (5)
23 violation of Labor Code sections 226 and 226.2; (6) violation of Labor Code sections 201-203; (7)
24 violation of Labor Code sections 510, 1194, 1194.2 and 1198; (8) violation of Labor Code section
25 2699, *et seq.*; and (9) violation of Business and Professions Code section 17200, *et seq.*

26 5. Given the shared defendants and related claims at issue, the parties to the Johnson
27 Action, Al Azzawi Action, Bustos Action and Rosas Action agreed to participate in a global
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1 mediation. In advance of the mediation, Defendants produced meal and rest break policies,
2 reimbursement policies, sample employee payroll and time records, as well as data points related to
3 the number of aggrieved employees, and number of pay periods at issue during the PAGA Period.

4 6. On December 9, 2024, the Parties engaged in mediation with Christopher M. Barnes,
5 an experienced wage and hour class action mediator. After the exchange of further information and
6 extended negotiations following mediation, the Parties reached the present settlement. The Parties
7 subsequently negotiated the terms of Settlement Agreement. The mediation and all settlement
8 negotiations were conducted at arms' length.

9 7. Defendant at all times disputed and denied, and continues to dispute and deny, that it
10 was ever liable to Plaintiff, or any other person, for any of the claims asserted in the Complaint,
11 including the claims for penalties under PAGA. Defendant contends there are 5,262 individuals being
12 affected by the allegations raised in Plaintiff's PAGA notification and class and representative Action
13 Complaint.

14 8. Plaintiff conducted extensive informal discovery to ascertain the above-referenced
15 facts.

16 9. The proposed Settlement involves the formation of a non-reversionary fund totaling
17 \$1,500,000.00 ("Gross Settlement Fund"). The \$1,500,000.00 fund that is created will be used to pay
18 attorney fees and litigation costs (not to exceed \$500,000 in fees plus \$31,625.87 costs subject to
19 Court approval), and settlement administration costs (\$21,000.00 subject to Court approval) to
20 Phoenix Settlement Administrators. Seventy-five percent (75%) of the remaining Settlement Fund (i.e.
21 \$680,530.60) will be distributed to the California Labor & Workforce Development Agency
22 ("LWDA") as required by the PAGA and the remaining twenty-five percent (25%) (i.e. approx.
23 \$226,843.53) will be distributed to all Allegedly Aggrieved Employees on a pro rata basis depending
24 on the number of pay periods in which employees worked during the PAGA Period.

25 10. The Settlement Agreement requires Defendants to pay the gross amount of One
26 Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Gross Settlement Amount"). Based on
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1 the number of pay periods released by the Settlement, Defendant will pay approximately \$12.67 per
2 pay period to resolve the claims in this case.

3 11. Plaintiffs' request for Service Awards in the amount of Ten Thousand Dollars
4 (\$10,000.00) each (collectively, \$40,000.00) in recognition for the work Plaintiffs have done on behalf
5 of the State of California and the PAGA Members.

6 12. Any uncashed checks will be paid out pursuant to California Code of Civil Procedure
7 section 384 to the *cy pres* recipient, Legal Aid at Work. Legal Aid at Work, is a 501(c)(3) nonprofit
8 legal services organization that provides services to working families with low-incomes. The Parties
9 warrant and represent that they do not have a relationship, financial or otherwise, with the *cy pres*
10 recipient.

11 13. At the time the Parties negotiated the Settlement Agreement, Plaintiffs' Counsel did
12 not have a final tally of the litigation costs incurred to date. As such, the Parties included a maximum
13 amount that could be attributed to costs under the settlement. Plaintiffs' Counsel requests
14 reimbursement of \$31,625.87 for litigation related expenses.

15 14. In addition to the fact that a Class benefit was created with a common fund, the fairness
16 of the requested fee award of one-third of that common fund is supported by the high quality of work
17 performed by PAGA Counsel and the good result obtained for the Class.

18 15. An additional factor militating in favor of the granting of the requested fee award is the
19 fact that this case was both legally and financially risky for PAGA Counsel. *See Vizcaino v. Microsoft*
20 *Corp*, 290 F.3d 1043, 1048-49 (9th Cir. 2002). Specifically, there was the prospect of enormous cost
21 inherent in PAGA litigation, as well as a battle with a corporation represented by a well-respected law
22 firm. In light of Defendants' legal and factual arguments, the ultimate success of either party's
23 arguments was uncertain. Taking all the arguments and defenses into account, the settlement amount
24 reflects the realistic and fair value of the class claims at issue. It is further consistent with similar
25 settlements that have been finally approved by various Courts. If Plaintiffs had lost this case, PAGA
26 Counsel would have recovered nothing, and would have lost its out-of-pocket costs.

1 16. Additionally, PAGA Counsel's cost reimbursement request in the amount of
2 \$31,625.87 is also reasonable. The costs were all directly incurred in the prosecution of this action,
3 including filing fees, mediation costs, postage and copying. As such, the requested costs should be
4 awarded as fair and reasonable.

5 17. Concurrent with the filing of this Motion, Plaintiffs uploaded the instant motion to the
6 LWDA's website.

7 18. Potter Handy, LLP's aggregate lodestar includes time billed for researching, drafting
8 pleadings (including time spent researching and drafting Plaintiffs' amended complaint, the motion
9 for PAGA approval of the settlement), researching and drafting discovery, gathering and reviewing
10 documents and researching legal authorities, preparation for and participation at the mediation session
11 (including time spent researching and drafting the mediation brief, and attending mediation session),
12 researching and drafting the settlement agreement, class notice, and claim form, and communications
13 (telephone conference, correspondence, meetings, e-mails, etc.) with Plaintiff, Defendant's counsel,
14 Settlement Class members and the Claim Administrator. The hourly rates shown below are the actual
15 and customary rates charged for each individual in all of our cases, including class action cases, and
16 for hourly paying clients. Through May 16, 2025, I and others at my firm, Potter Handy, LLP, spent a
17 total of 331.6 hours litigating this case engaged in the litigation activities discussed above, equating to
18 a total lodestar amount of **\$212,782.50** based on my firm's hourly billing rates.

19 19. The following chart summarizes the hours expended at Potter Handy, LLP in
20 connection with this litigation through May 16, 2025:

Category	Hours (James M. Treglio, Lead Attorney, Bar Admin- 2003, Hourly Rate- \$925)	Hours (Trina Mercado, Paralegal, Hourly Rate- \$350)	Hours (Waiza Ayesha, Paralegal, Hourly Rate- \$350)	Billings
Pre-suit Investigation	23.1	32.4	0	\$32,707.50
PAGA letter/Complaint	9.1	11.9	0	\$12,582.50

1	Discovery	6.4	0	37.9	\$19,185
2	Mediation	29.8	0	43.1	\$42,650
3	Post Mediation	27.2	0	12.1	\$29,395
4	Follow-up/Settlement				
5	Prelim App Filing	12.1	0	26.3	\$20,397.50
6	E-mail	60.2	-	-	\$55,685
7	Correspondence				
8	TOTAL	167.9	44.3	119.4	\$212,782.50

20. My current hourly rate of \$925, as well as my paralegals hourly rates of \$350 used in calculating the lodestar are the current hourly rates my firm charges currently and has charged within the last two years to non-contingent hourly clients and thus necessarily reflect the current market value of our legal services. These rates are commensurate with the hourly rates charged to by other firms in San Diego County.

Costs Incurred

21. The actual litigation costs incurred in this case by Plaintiff Al Azzawi's Counsel to date amounts to no less than **\$13,078.23**, expended by Potter Handy LLP., which includes anticipated costs in association with the filing and serving of the present motion, and in connection with shepherding this settlement through funding and disbursement.

22. The Costs are itemized as follows:

PAGA Initiation Fee:	\$75
Complaint Filing Fee:	\$1,523.75
Arbitration Filing fee:	\$420.36
Other Filing Fee:	\$394.12
Mediator's Fee:	\$8,000
Berger Consulting:	<u>\$2,665</u>
Total:	\$13,078.23

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2 I declare under penalty of perjury under the laws of the United States that the foregoing is true
3 and correct and this declaration is executed this May 16, 2025 in San Diego, California.
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6 /s/ James M. Treglio
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