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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

PHILLIP BERNAL, TRUHILL NOEL,
KHYELL MARTIN, DAMIEN
MCNORTON, WADDIE EARNEST,
GILBERT ESTRADA, CARMEN
HERNANDEZ, and WENDY QUINTERO,
individually, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

EXPRESS MESSENGER SYSTEMS, INC.,
dba ONTRAC, a Minnesota Corporation,
ONTRAC LOGISTICS, INC., a Delaware
Corporation, and DOES 2-10, Inclusive,

Defendants.

Case No. CIVSB2319614

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Joseph Ortiz
Department S-17

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF HAIG B. KAZANDJIAN
IN SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: July 21, 2026

Time: 1:30 p.m.

Dept. S-17

Complaint filed:

August 15, 2023

Trial date:

Not set

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1 **DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF PLAINTIFFS' MOTION**
2 **FOR FINAL APPROVAL OF CLASS ACTION/PAGA SETTLEMENT**

3 I, Haig B. Kazandjian, hereby declare as follows:

4 1. I am an attorney licensed to practice before all courts of the State of California. I am
5 counsel for the Class Action/PAGA Plaintiffs herein and have personal knowledge of the facts
6 thereto. If called as a witness, I could and would competently testify herein.

7 **Qualifications of Class/PAGA Counsel**

8 2. I received my J.D. from Southwestern Law School in 2011.

9 3. In December 2011, I was admitted to the California Bar. In January 2012, I founded
10 the Law Offices of Haig B. Kazandjian. In 2017, I founded Haig B. Kazandjian Lawyers APC,
11 where I have been the principal and managing attorney. My law practice focuses on complex cases
12 involving labor and employment, as well as mass tort claims. Currently, I am the attorney of record
13 in numerous employment-related wage and hour putative class actions and PAGA representative
14 actions.

15 4. I am well-experienced in wage-and-hour class action litigation as well as PAGA
16 litigation. As PAGA counsel, I have been granted final approval of many wage-and-hour class
17 actions and PAGA representative actions. I have acted as lead counsel on the following class and
18 PAGA cases which gained final approval by the Court: (1) Kalbaklian et al. v. PSI Services LLC
19 (BC637011 – Judge Freeman); (2) Hackett et al. v. Hotei Marketing (BC639589 – Judge
20 Palazuelos); (3) Shamiryan et al. v. Codemetro (BC683326 – Judge Buckley) (4) Gutierrez et al. v.
21 Foremost Foods Corp. (BC706453 – Judge Mooney); (5) Salinas et al. v. True World Foods Los
22 Angeles (18STCV01288– Judge Nelson); (6) Estrada v. TT Fremont Holding, Inc. (19CHCV00193
23 – Judge Sandvig); (7) Visket v. LA Solar Group Inc (LS030122 – Judge Cotton); (8) Nicholas v.
24 Rockstar Beverage Corp. (19STCV18234 – Judge Court); (9) Glassel v. Toscanova
25 (20VECV00755 – Judge Keeny); (10) Beltran v. Vista Del Mar Child and Family Services
26 (20SMCV01926 – Judge Karlan); (11) Arceo v. Volcano Grill, Inc. (19BBCV00473 – Judge
27 Kralik); (12) Gonzalez-Arellano v. Starchild Interventions (21STCV10947); (13) Ba v. Advantage
28 Gold LLC (20SMCV01687 – Judge Epstein); (14) Godinez v. The Natures Bounty Co.

(20CHCV00263- Judge Sandvig; (15) Martinez v. Alfred Club, LLC (19STCV44314- Judge Jones); (16) Cam Luu, et al. v. PMI Management, LLC (21STCV11962) – Judge Leis); (17) Alexandre Passos, et al. v. Beaumont Management Co. Inc., et al. (20VECV00962 – Judge Fahey); (18) Gerardo Linares, et al. v. Adept Fasteners, Inc. (21CHCV00181- Judge Pfahler); (19) Lisa Clark, et al. v. Allstate Investment Group, Inc. (21SMCV00632 - Judge Zukin); (20) Mariam Davtyan, et al. v. IN2VISION Programs, LLC (21NWCV00175- Judge Bernal); (21) Erik Lopez, et al. v. The Switch Enterprises, LLC (21BBCV00710 - Judge Hofer); (22) Arin Shipley, et al. Robsag Inc., et al. (20GDCV00578 - Judge Leis) (23) Aivazian v Lakeside Medical Group (BC701224-Judge Nelson); (24) Gragoosian v. Volt Management Corporation (20STCV28854- Judge Fruin); (25) Ramirez v. Melrose Gardens LA, LLC (21STCV05842- Judge Tamzarian); (26) Gutierrez v Buca, Inc. (19BBCV01008- Judge Kralik); (27) Gonzalez v 4 Over, LLC, et al. (18STCV01287 – Judge Riff).; (28) Smith v Velocity Aerospace Group, Inc. (20STCV03159 Judge Palazuelos); and (29) Landeros v Gardner Management, Ltd. (20STCV03151 Judge Palazuelos); (30) Bustamante v Calwest Refrigeration, Inc. (CIVSB2119755 Judge Cohn); (31) Baez v Centinela Skilled Nursing & Wellness Centre, East, LLC (21TRCV00270 Judge Tanaka); (32) Hill v. Prime Healthcare Centinela, LLC (20TRCV00071- Judge Tanaka); (33) Kim v. Hi-Temp Metals, Inc. (21CHCV00176 Judge Pfahler).; (34) Passos v Beaumont Management Co., Inc. (20VECV00962- Judge Fahey); (35) Traub v Roll Up Doors, Inc. (21PSCV00705 – Judge Falls); (36) Rhyoo v. Loan depot (VECV01419 – Judge Cotton); (37) Keraachi v Net2Source Inc (21GDCV01171 – Judge Hofer); (38) Scarpati v Consejosano, Inc. (22BBCV00003 – Judge Kralik); (39) Chenault v. Los Angeles Collective, LLC (21STCV43550 Judge Meiers); (40) Mosley v Tender Home Health (21CHCV00773 Judge Sandvig); (41) Cummings v. A Community of Friends (21STCV09262 - Judge Landin); (42) Davtyan v. In2Vision Programs, Inc. (21NWCV00175 - Judge Bernal); (43) Garcia v Alyn Industries, Inc. (21VECV00671 – Judge Watkins); (44) Borillo v S&F Management Company, Inc. (21SMCV01370 Judge Mandel); (45) Panosian v. 5905 AHK, LLC (21VECV00401 Judge Salkin); (46) Medina v. Caden (19VECV00781 Judge Virginia Keeny); (47) Lopez-Casillas v. PHC Service Co. (21STCV08874 Judge Stephen I. Goorvitch); (48) Banks v. Carter Saco Logistics (21CHCV00399 Judge Stephen P. Phahler); (49) Gamil v. 444-448 W. Windsor, LLC,

(22GDCV00100 - Judge David A. Rosen); (50) Mota v. Mt. Olive, (22PSCV00154- Judge Sirna Savatore); (51) Reed v Williams-Sonoma Stores, Inc. (CGC- 22-598118- Judge Ulmer); (52) Ruvalcaba v. Amphenol Corp., (22NWCV00167, Judge Tsao); (53) Sanchez v. Volt Management, (22TRCV00125, Judge Tanaka); (54) Mkhitarian v. Bank of the West, (BC691989 – Judge Freeman); (55) Davis v. Greenbox Loans, Inc. (23STCV03314, Judge Fruin); (56) Vigne v. Paybox LLC, (23VECV02108, Judge Cotton); (57) Luu v. JV Property Management & Brokerage, Inc., (22CHCV00766, Judge Sandvig); (58) Zuniga v. Norman Krieger Inc., (23LBCV00094, Judge Kim); (59) Ortiz v Ashley Furniture, (CIVDS2012912/CIVDS2012912, Judge Morgan); (60) Gonzalez v Costco Wholesale., (22AHCV00255, Judge Moses); (61) Navarrete v Sunline Transit, (CVRI2103875, Judge Hopp); (62) Murphy v Fusion Learning (2:21-cv-06732-JAK-AS, Judge Kronstadt); (63) Ratliff v Wayfinder Family Services (23STCV15669, Judge Takasugi); (64) King v RADC Enterprises, Inc. (CIVSB2221711, Judge Ortiz); (65) Villegas v Medical Solutions, LLC (CIVSB2307691, Judge Ortiz); (66) Chandra v Le Zinc Bar;(22STCV09367, Judge Kuhl); (67) McGuirre v Fight Club New York LLC; (23STCV27019, Judge Lu) (68) Sosa v Elwood Staffing Services; (23TRCV01299, Judge Frank) (69) Luu v PMI Management LLC; (21STCV11962, Judge Meiers) (70) Rico v IWH: Worley Group Inc.; (22AHCV00040 , Judge Crowfoot); (71) Vasquez v New School; (21STCV13381, Judge Dillon); (72) Galvan v Cerida (21CV384527- Judge Zayner); (73) Castilleja v Grill Concept Services, Inc. DBA Public School 818 (BK Case No. 1:21-bk-10759 - Judge Barash); (74) De Leon v 225 N. Evergreen st., Inc; (24STCV16343 , Judge Killefer); (75) Ortega v Schamber Electric & Sons, Inc; (CVRI2304524 , Judge Hopp); (76) Davis v Velocity Commercial Capital, LLC (24VECV03347 , Judge Amerian); (77) Hall v The Carpenter Group; (23CV012190 , Judge Talley); (78) Martin v Apartment Management Consultants; (21VECV00527 , Judge Watkins); (79) Mercado v Envision Motors Holdings, Et al.; (23PSCV02903 , Judge Hernandez-Stern); (80) Rosales v Andry Specialty Vehicles; (24LBCV01332 , Judge Heeseman); (81) Williams v Malibu Management Services (19STCV23520 , Judge Rice) (82) Statland v Global Merchandising Inc., A Delaware Corporation (23STCV10728 , Judge Richardson) (83) Williams v BDS National Retail Solutions, LLC; (30-2020-01175950- CU-OE-CJC , Judge Melzer) (84) Oliva v JPY Enterprises, Inc. (23STCV10637 , Judge Broadbelt

1); (85) Poston v Austin Building and Design Inc., (22AVCV00056 , Judge Kelley); (86) Guglielmi
2 v Roxbury Clinic and Surgery Center, LLC (23SMCV05534, Judge Moreton); (87) Hall v. The
3 Carpenter Group (23CV012190, Judge Talley); (88) Roberts v. Sand Investments, Inc., et al.
4 (23STCV09212, Judge Beaudet); (89) Mora v All in the Family, et al. (22PSCV00933, Judge
5 Gridiron Winston); and (90) Taylor v CBRE, et al. (23STCV27888, Judge Lipner); (91) Lopez v
6 Rogar (ECU002490, Judge Jeffrey B. Jones); 92. Ghaffari v Behavioral Health (23CHCV00098
7 Judge William F. Highberger); 93. Dillard v Homesite (CIVSB2418616 Judge David E. Driscoll);
8 94. Biddle v Sherwin Williams (22STCV33983 Judge Brazile); 95. Correia v North Bay
9 (23CV00497 Judge Gaskell); 96. Bondarchuk v. West Coast Parts Distributing, et al. (37-2023-
10 00046042-CU-OE-CTL, Judge Behan).; 97. Omar v. Lippert Components, Inc. (CIVSB2225091)
11 Judge Ortiz; 98. Bradfield v. Nordstrom (24STCV15790) Judge Cochran; 99. Godina, et al. v.
12 Kaiser Foundation Hospitals (23STCV25366) Judge Cunningham III.

13 5. On January 31, 2023, my office, on behalf of Plaintiff Khyell Martin, submitted a
14 notice pursuant to the Private Attorneys General Act (“PAGA”) to the California Labor and
15 Workforce Development Agency (“LWDA”) and Defendant Ontrac Logistics, Inc. (“Defendant”).
16 More than sixty-five (65) days elapsed following the submission of the PAGA notice without any
17 notice from the LWDA of its intent to investigate the alleged violations. Accordingly, Plaintiff
18 satisfied the administrative prerequisites to commence a civil action under PAGA and, on April 7,
19 2023, filed a representative PAGA action in the Los Angeles County Superior Court, Case No.
20 23STCV07710, on behalf of himself and all other aggrieved employees employed by Defendant in
21 the State of California (the “Martin Action”).

22 6. Subsequently, a global settlement was reached in the Martin Action in conjunction
23 with the following related cases: *Bernal, et al. v. Express Messenger Systems, Inc., dba OnTrac, et*
24 *al.*, San Bernardino Superior Court, Case No. CIVSB2319614; *Mcnorton v. OnTrac Logistics, Inc.*,
25 San Francisco Superior Court, Case No. CGC23607925; *Estrada v. OnTrac Logistics, Inc.*, San
26 Bernardino Superior Court, Case No. CIVSB2400407; *Earnest v. OnTrac Logistics, Inc.*, San
27 Joaquin Superior Court, Case No. STK-CV-UOE-2024-0000460; and *Hernandez, et al. v. OnTrac*
28 *Logistics, Inc.*, Los Angeles Superior Court, Case No. 24STCV20860.

1 7. Pursuant to the Parties' Settlement Agreement, on November 19, 2025, Plaintiff
2 Bernal filed a Second Amended Complaint in Case No. CIVSB2319614 that consolidated all
3 Actions, including the Martin Action, and is the Operative Complaint.

4 8. Over the course of this Action, my office conducted a thorough investigation into,
5 and evaluation of, the merits of the potential claims and defenses. My office focused our
6 investigation and legal research on the underlying merits of the claims, the damages to which they
7 were entitled, and the propriety of class certification.

8 9. The gross settlement amount as reflected in the Settlement Agreement is
9 \$4,500,000.00, which includes payment to putative class members and the aggrieved employees.

10 10. I have determined that the terms set forth in this Settlement Agreement are fair,
11 adequate and reasonable, and in the best interests of the Class. Having carefully weighed all these
12 considerations, I became satisfied that the proposed Settlement was in the best interests of the
13 Class/Aggrieved Employees. Further, the proposed settlement does not involve the presence of a
14 governmental participant.

15 11. The ongoing work in litigating the claims in this case has been extensive, and
16 ultimately successful, in achieving a substantial settlement resolution.

17 **Risk of Representation and Resources Expended**

18 12. This matter has required my firm to expend substantial time that could have been
19 spent on other fee-generating matters. We took this matter on a pure contingency basis, expending
20 this effort without any guarantee of recovery. At various times, the litigation has consumed a
21 significant percentage of my time, my attorney colleagues' time, and my staff's time.

22 13. My firm undertook representation of Plaintiff Martin and other allegedly aggrieved
23 employees and putative class members in this action without any assurance of payment for its
24 services, litigating the case on a wholly contingent basis in the face of significant risk. Class cases
25 of this type are, by their very nature, complicated and time-consuming. Any lawyer undertaking
26 representation of large numbers of affected employees in these actions inevitably must be prepared
27 to make a tremendous investment of time, energy, and resources. Sometimes these cases result in a
28

1 recovery for the Class Members, and sometimes they do not, in which case we are paid nothing for
2 our time and costs incurred.

3 **Attorney Fees and Costs**

4 14. My firm undertook representation at our own expense, with compensation wholly
5 contingent upon providing a Class benefit. Class Members will benefit from the proposed
6 Settlement and receive monetary payments. Based on the defined and clearly traceable Class
7 benefit, the Court may award a percentage of the common fund as attorneys' fees. Counsel's
8 request for thirty-five percent (35%) of the common fund is in the mid-range of awards which
9 range from 20% to 50%, and is fair compensation for undertaking complex, risky, litigation on a
10 contingent basis, and for the result achieved for the Class. Class Counsel has routinely been
11 awarded attorneys' fees of one-third of a common fund in wage and hour class actions. Class
12 Counsel's fee request is consistent with awards in similar California cases, and market rates, and
13 is reasonable.

14 15. Class Counsel's skill and experience support their hourly rates and are in line with
15 rates typically approved in California wage and hour class actions. Class Counsel's practice is
16 primarily focused on litigating class and representative actions on behalf of employees and
17 has been appointed Class Counsel or co-Class Counsel in numerous cases. Class Counsel's skill
18 and experience support their hourly rates: The work performed in this matter, the backgrounds of
19 Class Counsel, as well as the individual backgrounds, training, and experience of the attorneys
20 who worked on this matter, in litigating class actions, and in particular, wage-and-hour matters,
21 support the rates of Class Counsel. These rates are in line with those typically approved in
22 California wage-and hour class action litigation are supported by the Laffey Matrix. *Attached*
23 *hereto as **Exhibit 1** is a true and correct copy of the Laffey Matrix.*

24 16. In short, Class Counsel should be compensated for creating substantial recoveries
25 for the Class in the most efficient method possible. California encourages attorneys to take the
26 enormous risks of time and money necessary to vindicate the public interest, and to protect the
27 public policies underlying our employment laws. To fulfill this policy, California law provides
28 that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate

1 for the result achieved and risk incurred. Class Counsel requests attorneys' fees of
2 \$1,575,000.00, thirty-five percent (35%) of the GSA, and litigation costs of \$55,000.00.

3 17. Class Counsel will split the attorney fees in this action by way of the following:
4 39.6% to Cohelan Khoury & Singer, The Markham Law Firm and United Employees Law Group
5 (Plaintiff Bernal's Counsel), 14.85% to Haig B. Kazandjian Lawyers, APC (Plaintiff Martin's
6 Counsel), 14.85% to Crosner Legal, PC (Plaintiff McNorton's Counsel), 14.85% to Aegis Law
7 Firm, PC (Plaintiff Estrada's Counsel), 14.85% to Lawyers for Justice (Plaintiff Earnest's
8 Counsel), and 1% to Wilshire Law Firm (Plaintiff Hernandez's counsel). Plaintiffs' agreed to this
9 in writing and were informed that the amount of attorney's fees will not increase as a result of this
10 fee sharing.

11 18. My firm has expended a total of 193.2 hours, which resulted in a lodestar of
12 \$159,390.00. Attached hereto as **Exhibit 2** a true and correct copy of my firm's Time and Task
13 Sheet in Support of our Lodestar.

14 19. Haig B. Kazandjian Lawyers, APC maintains all records regarding litigation
15 expenses incurred on each case. I have reviewed the records of litigation expenses incurred in this
16 matter. According to our records, our firm has incurred at least \$1,931.22 in costs as of the filing of
17 this declaration. Haig B. Kazandjian Lawyers, APC has not received any reimbursement for any of
18 the monies expended to cover costs incurred in this matter. Attached hereto as **Exhibit 3** a true
19 and correct copy of my firm's case expenses.

20 **Service Awards**

21 20. In exchange for a general release, the release of all their individual claims in the
22 lawsuit, and for their time, effort, and risk in bringing and prosecuting this matter, the Parties have
23 agreed to pay Service Awards of \$10,000 each to Plaintiffs Phillip Bernal, Truhill Noel, Kyhell
24 Martin, Damien McNorton, Gilbert Estrada, and Waddie Earnest; and \$7,500.00 each to Plaintiffs
25 Carmen Hernandez and Wendy Quintero.

26 21. The requested Service Awards are fair and appropriate considering the substantial
27 amount of time the named Plaintiffs spent in prosecution of this case and the substantial
28 reputational risk they took on in bringing the claims.

22. The Service Awards are also proportional compared to the total recovery in this case. The requested Service Awards are well within the range of reasonableness, particularly in light of the fact that the Settlement Class/PAGA Representatives have agreed to sign general releases, whereas each Settlement Class Member and Aggrieved Employee will only be releasing specific wage and hour claims.

23. The Settlement Class/PAGA Representatives, simply by having their name listed as the named Plaintiffs on court documents that are widely available on the internet, have undertaken significant risks and notoriety in bringing these cases. To date, the named Plaintiffs have not received any personal benefit as a result of their efforts in this Litigation.

24. I have personal knowledge regarding the participation of Plaintiff Martin in this action, and I believe that the requested Service Award to Plaintiff Martin is fair and appropriate. Plaintiff Martin spent a substantial amount of time and effort to produce relevant information, documents, and past employment records, and gathering and providing the facts and evidence necessary to prove the allegations. Plaintiff Martin was available whenever my office needed them and actively tried to obtain information that would benefit the Aggrieved Employees.

25. Accordingly, it is appropriate and just for Plaintiff Martin to receive a Service Award in the amount set forth above, in addition to his Individual Settlement Payment, for his services provided, and risks undertaken on behalf of all Settlement Class and Aggrieved Employees.

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

Executed this 17th day of June 2026 at Glendale, California.

Handwritten signature: *Handwritten signature*

Haig B. Kazandjian

EXHIBIT 1

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 2

HAIG B. KAZANDJIAN LAWYERS, APC**KHYELL MARTIN, INDIVIDUALLY, ET AL. VS ONTRAC LOGISTICS, INC., ET AL.****CASE NO: 23STCV07710 / AAA: 01-23-0004-3157**

Hours	Description	Rate	Billable
6.25	Pre-Lawsuit Investigation of the Key Facts with a Focus on Representative Action elements, including but not limited to adequacy of Potential Plaintiff(s), Pre-Lawsuit Investigation of the Merits of Claims and the Merits of the Claims of Other Representative Class Members Civil Penalties Under the California Private Attorneys General Act of 2004, Labor Code §§ 2698, <i>et seq</i>	\$825	\$5,156.25
2.25	Pre-Lawsuit Inquiry and Analysis of Potential Civil Penalties Exposure of Defendants with Respect to the Damages Sustained By/Civil Penalties Owed to Plaintiff and the Aggrieved Employees	\$825	\$1,856.25
2	Pre-Lawsuit Legal Research & Analysis of Latest Off-the-Clock, Meal and Rest Break Law, Failure to Reimburse Business Expenses, and Representative PAGA Decisions, including all New Relevant DLSE Materials	\$825	\$1,650.00
2.5	Investigation of Defendants' Organization and Corporate Structure, Vendors, and Executive Reporting Structure as they Related to the Employment and Management of the Representative Class Members	\$825	\$2,062.50
2.25	Investigation of Defendants' Executives, Officers, and Leadership with a Focus on Involvement in Wage and Hour Issues and Establishing Willfulness and Uniformity	\$825	\$1,856.25
3.25	Research and Analysis of Potential Defenses Defendants May Raise, Including, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	\$825	\$2,681.25
3.75	Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Discovery, Liability, and Civil Penalties	\$825	\$3,093.75
5.25	Analysis and Review of Personnel Documents/Client Docs of Plaintiffs	\$825	\$4,331.25
3	Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues.	\$825	\$2,475.00
1.25	Comparative Analysis and Cross-Checking of All Available Job Postings by Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the- Clock or During Meal or Rest Breaks	\$825	\$1,031.25
2.25	Research and Investigation Re Manageability Issues, including Research Regarding Which Experts to retain and For What Purpose	\$825	\$1,856.25

2	Drafted, edited, reviewed and serve Records Request to Defendants	\$825	\$1,650.00
2	Review Defendant's Response to Records Request and Plaintiff's personnel file	\$825	\$1,650.00
2	Research and Investigation Re: Staffing Models and Staffing Levels at Defendant's Company	\$825	\$1,650.00
2.75	Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Reporting Time, Timekeeping, Meal/Rest Breaks, Overtime Compensation, and Reimbursement of Business-Related Expenses	\$825	\$2,268.75
4.75	Review and Analysis of Defendant's Written Policies, Practices, and Procedures and Related Documents Regarding Timekeeping, Compensation, and Wage-and-Hour Compliance	\$825	\$3,918.75
3	Review and Analysis of Defendant's Business-Related Expense Reimbursements Policy, Procedures and Practices, and Related Documents/Information	\$825	\$2,475.00
4.75	Review and Analysis of Defendant's Documents/Information Evidencing Defendant's Scheduling Practices and Procedures	\$825	\$3,918.75
7	Drafted, edited, reviewed, finalized and sent PAGA Notice to LWDA and Defendant	\$825	\$5,775.00
8	Drafted, edited, reviewed, finalized, filed, and served PAGA complaint, Summons, Civil Case Cover Sheet, and Certificate of Assignment.	\$825	\$6,600.00
1	Reviewed Voluntary Efficient Litigation Stipulation Packet from Court	\$825	\$825.00
0.25	Reviewed Notice of Case Assignment from Court	\$825	\$206.25
1	Reviewed First Amended General Order re: Mandatory Electronic Filing from Court	\$825	\$825.00
0.5	Reviewed Alternative Dispute Resolution Packet from Court	\$825	\$412.50
1	Met and Confered with Defendant regarding upcoming hearing	\$825	\$825.00
0.25	Reviewed Notice of Case Management Conference from Court and made corresponding calendar entries.	\$825	\$206.25
2	Internal discussions about strategical adjustments for upcoming Case Management Conference	\$825	\$1,650.00
1	Drafted, edited, reviewed, and filed Case Management Statement for upcoming CMC	\$825	\$825.00
0.25	Drafted, edited, reviewed, finalized, filed and served Proof of Personal Service (not summons and complaint)	\$825	\$206.25
0.5	Reviewed Courts Minute order for advanced and vacated Case Management Conference	\$825	\$412.50
1	Reviewed Defendant's Stipulation and order to Dismiss and Arbitrate Plaintiff's Individual Claims and Stay Representative PAGA Claims	\$825	\$825.00

1	Correspondance with Opposing Counsel regarding edits and review Joint Stipulation and Order to Continue Stay of Representative PAGA Claims Pending Arbitration of Individual PAGA Claim	\$825	\$825.00
0.15	Reviewed Defendants Notice of Related Case	\$825	\$123.75
0.25	Reviewed Minute Order from Court and made corresponding calendar entries	\$825	\$206.25
1	Drafted, edited, reviewed, and sent Joint Stipulation to Continue the 01/12/2024 Status Conference to OPC for edits and review.	\$825	\$825.00
0.5	Correspondance with Opposing Counsel regarding Joint Stipulation to Continue the 01/12/2024 Status Conference	\$825	\$412.50
0.25	Reviewed Courts Minute Order (Ruling on Notice of Related Case)	\$825	\$206.25
0.25	Reviewed Courts Minute Order (Initial Status Conference) and made corresponding calendar entries	\$825	\$206.25
0.5	Drafted, edited, reviewed, finalized, filed, and served Notice of Change of Address	\$825	\$412.50
0.5	Reviewed Defendants Notice of Entry of Order	\$825	\$412.50
0.5	Reviewed Defendants Notice of Entry of Orders in Related Matters (Bernal and Estrada)	\$825	\$412.50
0.15	Reviewed Defendants Proof of Service (not Summons and Complaint)	\$825	\$123.75
0.5	Reviewed Defendants Notice of Entry of Orders in Related Matters (Bernal and Estrada)	\$825	\$412.50
1	Drafted, edited, finalized, filed, and served Stipulation to Continue Post-Mediation Status Conference and [Proposed Order]	\$825	\$825.00
1.25	Provided Co Counsel with information regarding Plaintiff Martin in preparation for Mediation	\$825	\$1,031.25
8	Attended Full Day Mediation	\$825	\$6,600.00
1	Reviewed Joint Proseccion Agreement	\$825	\$825.00
2.25	Reviewed and edited Settlement Agreement	\$825	\$1,856.25
2	Reviewed Motion for Preliminary Approval drafted by Co Counsel	\$825	\$1,650.00
1.75	Drafted Declaration in Support of Motion for Preliminary Approval	\$825	\$1,443.75
0.25	Reviewed Court's Minute Order Re Motion for Preliminary Approval	\$825	\$206.25
2.00	Reviewed Motion for Final Approval Drafted by Co Counsel	\$825	\$1,650.00
3.25	Drafted Declarations in Support of Motion for Final Approval	\$825	\$2,681.25
10.00	Bi-weekly meetings reviewing case, making strategical adjustments, and coordinating future steps	\$825	\$8,250.00
	<u>Arbitration AAA: 01-23-0004-3157</u>		
7.25	Drafted, edited, finalized, filed, and served Complaint in Arbitration	\$825	\$5,981.25

3.25	Reviewed list of potential arbitrators and submitted top choices and stike list to AAA	\$825	\$2,681.25
12.25	Drafted, edited, finalized, and served Initial Disclosures	\$825	\$10,106.25
10.75	Reviewed Defendant's Initial Disclosures		
2	Review and analysis of Defendant Ontrac Logistics Discovery Request re Production of Documents	\$825	\$1,650.00
2	Reviewed and analysis of Defendant Ontrac Logistics Discovery Request re Special Interrogatories	\$825	\$1,650.00
11.5	Drafted and edited Plaintiff's Discovery responses to Defendant Ontrac Logistics Discovery Requests re Production of Documents	\$825	\$9,487.50
5.75	Drafted and edited Plaintiff's Discovery Responses to Defendant Ontrac Logistics Discovery Requests re Special Interrogatories	\$825	\$4,743.75
6.25	Drafted Discovery Requests re Request for Production of Documents	\$825	\$5,156.25
5.75	Drafted Discovery Requests re Special Interrogatories	\$825	\$4,743.75
	<u>Correspondence</u>		
30.00	Correspondence with client throughout the entirety of the case	\$825	\$24,750.00
0.50	Emails regarding initial case filing, court assignment, and case setup	\$825	\$412.50
0.25	Emails with process server to serve Defendant	\$825	\$206.25
2.00	Emails with defense counsel regarding timekeeping records, arbitration meet-and-confer, and scheduling	\$825	\$1,650.00
0.15	Correspondence and negotiations with defense counsel regarding discovery extension deadlines	\$825	\$123.75
1	Correspondence with opposing counsel regarding class size and case metrics	\$825	\$825.00
0.25	Emails confirming mediation logistics, Zoom link, briefing deadlines, and payment	\$825	\$206.25
0.75	Emails with co counsel regarding review and edits to Motion for Preliminary Approval	\$825	\$618.75
2.75	Correspondence with Settlement Administrator regarding signed MPA Order, review of timeline for matter, including dates for notice mailing, opt-outs; and weekly reports regarding mailed notices	\$825	\$2,268.75
1.00	Internal Emails entirety of case regarding upcoming hearings and attorney assigned to attend hearings	\$825	\$825.00
2.25	Multiple zoom calls with co counsel negotiating JPA	\$825	\$1,856.25
	<u>HEARINGS</u>		
	<u>Arbitration</u>		
2	Prepared for and attended Initial Preliminary Arbitration Hearing	\$825	\$1,650.00

2	Prepared for and attended Continued Arbitration Management Conference	\$825	\$1,650.00
	<u>LASC</u>		
2	Prepared for and attended Hearing on Motion to Compel Arbitration	\$825	\$1,650.00
2	Prepared for and attended Hearing on Initial Status Conference	\$825	\$1,650.00
193.2	Total	\$825	\$159,390

EXHIBIT 3

HAIG B. KAZANDJIAN LAWYERS, APC
CASE COST EXHIBIT
KHYELL MARTIN V. ONTRAC LOGISTICS, INC.
CASE NO. 23STCV07710

Description	AMOUNT (\$)
PAGA Notice Filing Fee	\$75.00
Complaint	\$452.15
Summons	\$17.15
Process Server	\$40.00
Proof of Personal Service	\$17.15
AAA Arbitration Fee Payment	\$350.00
Stipulation and Order Filing Fee	\$38.25
Notice of Change of Address or Other Contact Information Filing Fee	\$22.70
Case Anywhere Invoice	\$141.12
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Stipulation and Order (name extension)	\$42.70
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
Case Anywhere Invoice	\$49.00
TOTAL CASE COSTS	\$1,931.22