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and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ERICKA NATALY ESCOBAR URRUTIA, REBECCA DAWN STEWART, MICHAEL NGO, and KADY HOPPER, individuals and class representatives on behalf of themselves and all other similarly situated non-exempt former and current employees,

Plaintiffs,

vs.

LAZER SPOT, INC., a Georgia Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No: CIVSB2228377

CLASS ACTION

DECLARATION OF SHOHAM J. SOLOUKI, ESQ. IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Date: May 4, 2026
Hearing Time: 8:30 AM
Hearing Dept.: S26

Complaint Filed: December 16, 2022

DECLARATION OF SHOHAM J. SOLOUKI, ESQ.

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 Ericka Nataly Escobar Urrutia and Rebecca Dan Stewart and co-counsel, in the above-captioned matter. 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 and PAGA Settlement Agreement ("Settlement" and/or "Agreement") entered into by Plaintiffs Michael Ngo, Ericka Nataly Escobar Urrutia, Kady Hopper, and Rebecca Dan Stewart ("Plaintiffs"), on the one hand, and Defendant Lazer Spot, Inc. ("Defendant" or "Lazer Spot") on the other hand. Jointly, Plaintiffs and Defendant are referred to as the "Parties" herein.

Background

3. Defendant is in the business of providing yard logistics for large retailers and distributers across all industries and employed Plaintiffs and putative class members in California.

4. Plaintiff Ericka Nataly Escobar Urrutia ("Plaintiff Urrutia") worked for Lazer Spot from approximately May 2021 to November 2022 as a yard driver in Ontario, California. Plaintiff Rebecca Dawn Stewart ("Plaintiff Stewart") worked for Lazer Spot from approximately November 2020 to December 2022 as a yard driver in Ontario, Mira Loma, and Redlands, California. Plaintiff Michael Ngo ("Plaintiff Ngo") worked for Lazer Spot from January 11, 2022 to September 20, 2022 as a yard driver or other similar title. Plaintiff Kady Hopper worked for Lazer Spot from approximately April 2022 to May 2023 as a yard driver or other similar title. During their employment with Defendant, Plaintiffs allege that they

experienced the same treatment as others working for Defendant as far as wage violations go.

<u>Related and Overlapping Class, Representative, or Collective Actions</u>

5. On December 16, 2022, Ericka Urrutia and Rebecca Stewart commenced a class action lawsuit against Defendant in San Bernardino Superior Court, (SBSC Case No. CIVSB2228377, "*Urrutia Class Action*") which was later removed to the U.S. District Court for the Central District of California, alleging causes of action against Defendant for (1) Unpaid Minimum Wages and Liquidated Damages, (2) Unpaid Overtime, (3) Failure to Provide Meal Breaks, (4) Failure to Provide Rest Breaks, (5) Failure to Provide Accurate, Itemized Wage Statements, (6) Failure to Timely Pay All Wages Due Upon Separation of Employment, (7) Failure to Reimburse for Business Expenses, and (8) Unfair Business Practices.

6. On February 3, 2023, Plaintiff Michael Ngo filed a Class Action Complaint against Defendant in Riverside Superior Court, (RSC Case No. CVRI2302136, "*Ngo Class Action*") which was later removed to the U.S. District Court for the Central District of California, alleging causes of action against Lazer Spot for (1) Unpaid Minimum Wages and Liquidated Damages, (2) Failure to Provide Accurate, Itemized Wage Statements, (3) Failure to Timely Pay All Wages Due Upon Separation of Employment, (4) Failure to Reimburse for Business Expenses, and (5) Unfair Business Practices.

7. On June 2, 2023, Plaintiffs Ericka Urrutia and Rebecca Stewart commenced their Private Attorneys General Act (Labor Code §§ 2698 et seq.) ("PAGA") action in San Bernardino Superior Court against Defendant (Case No. CIVSB2312528, "*Urrutia PAGA Action*").

8. On April 21, 2023, Plaintiff Michael Ngo commenced his PAGA action in Riverside Superior Court ("*Ngo PAGA Action*").

9. On August 26, 2025, named Plaintiffs filed a first amended consolidated class action and PAGA representative complaint (SBSC Case No. CIVSB2228377, "FAC" or "Consolidated Complaint") with the approving Court which shall be the operative Complaint.

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Settlement Negotiations and Terms

10. On April 11, 2024 the Parties participated in a full-day mediation before Steve Serratore, Esq. of Serratore Law Mediation Services which led to the Agreement of this Action. In anticipation of the mediation, the Parties represent that they conducted significant investigation and discovery of the facts and law. Defendant informally produced, among other things, hundreds of pages relevant written policies and procedures, Plaintiffs' personnel file (inclusive of Plaintiffs' time and payroll records), and an approximate 20% sampling of class payroll and timekeeping data. Plaintiffs' Counsel's review of the time records, payroll records, and information relating to the size and scope of the Class, was sufficient data to permit Plaintiffs' Counsel and their retained expert to understand the number of workweeks and pay periods at issue in the Class Period. The Parties agreed that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, were more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

11. At this mediation, the Parties discussed Plaintiffs' claims, theories for class certification and Defendant's defenses thereto. The Parties also analyzed the potential exposure of Defendant on Plaintiffs' claims, Defendant's potential liability for penalties and interest, as well as the potential risks associated with litigating this Action through a contested class certification proceeding, trial, and potential appeal(s). The mediation lasted the entire day and allowed the Parties to better understand each other's respective positions as to the claims, defenses, and Defendant's potential exposure to liability. With the aid of the mediator's evaluation the Parties reached an agreement to resolve the Action on a class basis based on the terms set forth herein for the Gross Settlement Amount ("Gross Settlement Amount") of One Million Five Hundred Thousand Dollars and Zero Cents ($1,500,000.00).

12. Pursuant to the Settlement, the Parties have agreed that, subject to Court approval, the Settlement Administrator shall be paid a Settlement Administrator Costs not to exceed Twenty-Four Thousand Dollars and Zero Cents ($24,000.00) from the Gross Settlement Amount for settlement administration costs. Subsequent to entering into the Settlement

Agreement, Class Counsel received quotes for class settlement administration and determined the quote and services provided by PHOENIX SETTLEMENT ADMINISTRATORS ("Phoenix") to be the most reasonable, as they would provide the services and pricing most beneficial to the class.

13. A true and correct copy of the agreed upon NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL ("Notice" or "Notice Packet") is attached to the Settlement Agreement as Exhibit A thereto. Since our discovery and investigation efforts lead my office to the conclusion that members of the proposed class are primarily middle-aged English and Spanish speaking current and former employees of Defendant, all items contained in the Notice Packet and administrative documents sent to Class Members shall be provided to proposed class members in both English and Spanish. All translation services shall be provided by Phoenix and are included in the aforementioned costs of administration.

Adequacy and Fairness of Settlement; Risks Associated with Proceeding With the Action

14. 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' expert statistician and analyst has calculated the maximum damages of the Class Members, based on the aforementioned claims likely to survive through judgment, to be approximately $11,171,519.00 without penalties. A breakdown of Plaintiffs' expert's Damages Model, exclusive of PAGA penalties is set forth below:

- **$1,176,562.30** in unpaid off the clock (premised on theories that class members had to spend time off-the-clock donning and doffing)
  1 hour of unpaid off per workweek
  x 53,946 (number of total work weeks)
  x $21.81 (1 hour at average pay)
  = **$1,176,562.30**

- **$4,151,752.80** in unpaid meal break premiums (87.6% violation rate - No Meal Periods, Short Meal Periods, or Late Meal Periods):
  87.6% violation rate
  x 217,306 (number of unique meal break violations)

x $21.81 (average hourly rate of pay for putative class)
= **$4,151,752.80**

- **$5,450,624.30** in unpaid rest break premiums (100% violation rate):
  100% violation rate
  x 249,914 (number of rest break violations)
  x $21.81 (average hourly rate of pay for putative class)
  = **$5,450,624.30**

- **$392,580.00** for Defendant's failure to reimburse business expenses
  $30 (Cost per month)
  = **$392,580.00**

- **$9,288,442.80** in waiting time penalties in accordance with California Labor Code Section 201:
  1,352 Employees quit or were terminated during liability period
  x 30 days (pay per code)
  x 10.5 hours per day
  x $21.81 (average hourly rate of pay for putative class)
  = **$9,288,442.80**

- **$3,374,500.00** in wage statement penalties
  1,572 employees
  x $4,000 (maximum penalty)
  =**$3,374,500.00**

- **$12,357,700.00** in PAGA penalties
  22,717 PAGA Pay Periods
  x $100 (PAGA Penalty)
  =**$12,357,700.00**

15. 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 mediator, I believe that the Settlement Agreement and Gross Settlement Amount, which was the product of a non-collusive settlement process, is fair compensation for the damages asserted by Plaintiffs in this matter.

16. Based on my and my law firm's near decade and a half of litigating wage and hour class action lawsuits solely on the side of employees, I estimate a fifty percent (50%) likelihood of obtaining and maintaining certification of all of Plaintiffs' claims, with a likelihood of only being able to certify the claims based on the actual written policies and four corners of the paystubs and timesheets, as claims based on solely subjective evidence, such as off-the-clock work and rest break violation are extremely difficult to certify. This alone greatly

reduces the value of these claims. Additionally, my office asserts that there is a fifty percent (50%) likelihood of the claims that get certified surviving a dispositive motion such as a Motion for Summary Judgment/Adjudication once merits based discovery is opened. Lastly, but definitely the highest hurdle to get over is the fifty percent (50%) chance that Plaintiffs will prevail at trial on remaining claims, if any, further reducing the value of the case. The significant risk that this Court may deny class certification, partially/fully grant a Motion for Summary Judgment/Adjudication 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. Given the maximum, non-PAGA stacked, potential damages and penalties, the settlement sum of $1,500,000.00 is reasonable considering the substantial risks entailed by this case.

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

18. 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.

19. During mediation, Plaintiffs and their counsel strongly asserted the validity of their arguments and their assessment that this case could be worth a substantial amount of money. However, as the mediation progressed, Defendant presented its 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, based on Mr. Serratore's recommendation, to resolve this matter for a total of $1,500,000.00.

20. Moreover, Mr. Serratore presided over the back and forth exchange of information, and helped guide the parties towards what he believed, based on his extensive professional experience, was a reasonable resolution given the disputed issues of liability.

21. 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.

22. 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 challenges via a dispositive motion, and the costs of pursuing such litigation.

23. After deducting attorney's fees and costs, settlement administrative fees and costs, and PAGA allocation, the remaining Net Settlement Amount ("NSA") is estimated to be $826,000.00. The Class is estimated to consist of approximately 2,538 individuals who qualify as Class Members. Assuming full participation of all 2,538 employees in the settlement, we estimate that each class member will recover on average approximately $325.45 ($826,000.00/2,538= $325.45). On average, this amount is far from insignificant, especially because most class members will never pursue their individual claims. On average, this amount is far from insignificant, especially because most class members will never pursue their individual claims.

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

24. 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 mediator, I believe that the PAGA Settlement Amount, which was the product of a non-collusive settlement process, is fair compensation for the damages asserted by Plaintiffs in this matter.

25. Plaintiffs' expert statistician has calculated the number of unique PAGA pay periods to be 22,717. When focusing on all applicable claims, Plaintiffs' expert found Defendant's maximum PAGA penalty exposure to be approximately $12,357,700.

26. Similarly to the class action fairness analysis above, here, based on Plaintiffs' Counsel's experience, Plaintiffs estimate a Fifty Percent (50%) chance of beating a Motion

for Summary Judgment/Adjudication on the underlying Labor Code causes of action, as well as a 50% chance of a favorable outcome at a bench trial. This reduces Defendant's potential PAGA penalty exposure substantially. However, as explained below, this number must be greatly reduced when the facts and evidence presented during litigation and mediation are taken into account. The Parties have jointly agreed to attribute a total of Eighty Thousand Dollars and Zero Cents ($80,000.00) to PAGA penalties.

27. More importantly, by allocating a majority of the Gross Settlement Amount to class action claims, the Class Members will actually receive a majority of the Gross Settlement Amount. As such, the agreed upon PAGA allocation is in the best interest of Class Members, and therefore should be deemed reasonable and fair. As such, Plaintiffs believes it is proper to attribute 5.33% of the Gross Settlement Amount to PAGA penalties.

The Proposed Settlement Was Reached Through Arm's Length Bargaining

28. As noted above, The Settlement was reached following extensive negotiations during and after a private mediation with professional mediator Steve Serratore, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The parties went into the mediation session 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 a full day of mediation. Plaintiffs, Plaintiffs' Counsel, Defendant, and Defendant's Counsel support the proposed Settlement as being in the best interests of the Class Members and Aggrieved Employees.

Investigation and Discovery Prior to Settlement

29. Prior to the Settlement, Plaintiffs' counsel conducted an investigation into the claims alleged by Plaintiffs, conducted legal research, and engaged in extensive informal discovery. Prior to mediation, the Parties met and conferred regarding the scope of discovery

necessary for the Parties to engage in a productive mediation. It was agreed that the Parties would exchange agreed upon documents and class records/data prior to mediation.

30. Pursuant to the Parties' pre-mediation agreement, Defendant informally produced all of Plaintiffs' personnel file, payroll and timekeeping records; all policies regarding timekeeping, meal and rest breaks, and other written policies related to the claim asserted by Plaintiffs, as well as an approximate 20% sampling of time keeping and payroll records of the class period. (including class timekeeping records, and associated payroll sampling, equating to hundreds of pages of records and thousands of lines of Excel format timekeeping data).

31. Through discovery and investigation, my office was able to identify several former employees of Defendants that provided valuable information that allowed my office and our expert to clarify any apparent discrepancies in the data provided by Defendants, as well as provide information regarding subjective information such as uncompensated off-the-clock work and rest break violations.

32. Plaintiffs' statistical expert 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.

33. Based on my office's analysis of the records, I believe that the existence of an ascertainable class can be established through Defendant's records.

34. On November 5, 2025, this honorable Court granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement.

Incentive Award for the Class Representatives

35. The Settlement provides for Class Representative Enhancement Awards of up to $10,000.00 for each Plaintiff ($40,000.00 total), subject to Court approval. The payment is intended to recognize the substantial time and effort that Plaintiffs expended on behalf of the Class Members, including but not limited to actively participating in a full-day mediation. Throughout this litigation, Plaintiffs cooperated with counsel and took actions to protect the

interests of the Class. Plaintiffs provided valuable information regarding potential witnesses, Defendant's meal period and rest period practices (not just policies), and Defendant's failure to properly compensate for overtime, off-the-clock hours or timekeeping machine failures that lead to underpayment of wages. Plaintiffs kept counsel informed of developments, informed counsel of information relevant to the case, participated in decisions concerning the case, and provided counsel with the names and contact information of potential witnesses. The information and documentation provided by Plaintiffs and the former coworkers of Defendant that Plaintiffs directed towards their counsel was instrumental in establishing the wage and hour violations alleged in the Action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs' active participation.

36. Plaintiffs faced many risks in bringing this case as a class action. Plaintiffs faced actual risks with their future employment opportunities, since filing a public wage-and-hour lawsuit against an employer could also affect their ability to obtain jobs in the future. Additionally, Plaintiffs also placed themselves at substantial risk because, if Defendant was to prevail in this action, Plaintiffs could be liable for Defendant's costs and fees. Furthermore, Plaintiffs are entering into a general release of all known and unknown claims as part of the Settlement.

37. Because of Plaintiffs' efforts, at least 2,538 Class Members will now have the opportunity to participate in the Settlement and to recover payment for wage violations they may have never known about on their own or been willing to pursue on their own. If each Class Member attempted to pursue his or her legal remedies individually, each person would have been required to expend a significant amount of his or her own monetary resources and time.

38. In sum, the Actions would not have been possible without the aid of Plaintiffs, who put their own time and effort into the litigation, sacrificed the value of their own individual claims, and placed themselves at risk for the sake of the other Class Members and Aggrieved Employees. The requested Class Representative Service Award of $10,000.00 for each Plaintiff ($40,000.00 total) is therefore reasonable to compensate them for their active participation in this action.

Adequacy of Plaintiffs' Counsel; Attorney Fees and Costs

39. The Settlement provides for attorney fees and costs to Class Counsel in an amount up to one-third of the Maximum Settlement Amount, for a maximum fee award of Five Hundred Thousand Dollars and Zero Cents ($500,000.00), plus an award of reasonable litigation costs not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00), which includes costs for, among other things, copying, faxing, court filing and service, court reporter fees, expert fees, research services, and mediation. There is no agreement to split fees with any other attorney of firm in this matter.

40. 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.

41. 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 and PAGA complaint; filing of the class action complaint and subsequent First Amended Consolidated Complaint; meeting and conferring with Defendant's counsel to obtain relevant documents and information; communicating with Plaintiffs and their former coworkers regularly regarding the status of the case; drafting responses to requests for production of documents; review and analysis of a substantial sampling of time records, payroll records, and other employment records; working with an expert statistician to analyze the data sample; working with a language translation service to conduct investigation and interviews with Plaintiffs and their former coworkers, legal research regarding Defendant's wage and hour practices; preparing Plaintiffs for a full-day mediation; preparing the mediation brief; appearing at a full-day mediation; appearing at status conferences; participating in settlement discussions; and drafting, negotiating, and revising of the Settlement Agreement, Class Notice Packet (Notice, Opt-Out Form, Workweek Dispute Form, and Objection Form), as well as preparing this declaration and all other documents necessary to submit in support of Plaintiffs' Motion for Preliminary Approval

42. I received a B.A. in 2008 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 2012, and have been concentrating on Labor and Employment litigation since that time.

43. In 2012, I founded Solouki | Savoy, LLP, along with my partner Grant Joseph Savoy. 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.

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

45. 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 one settling in the mid-eight figure range.

46. At Solouki | Savoy, LLP, I have a heavy and active trial and pretrial calendar. I personally represent(ed) 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.

47. 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 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 from 2017 to 2023 and a California Super Lawyer in 2024.

48. My current 2025 billing rate is $800.00 per hour, as recently approved by the

United States District Court, for the Central District of California. The current 2025 billing rate for my Partner, Grant Savoy, Esq., is also $800.00 per hour. Mr. Savoy has also concentrated his practice exclusively in employment litigation since founding Solouki |Savoy, LLP. He has likewise been appointed class counsel and obtained approval of class action settlements. My office requests the foregoing billable rates be applied in this case, as the rates are more than reasonable in the Southern California legal market for attorneys who handle complex class actions involving hundreds of class members. 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.) In addition, these rates properly take into account the fact that payment will be delayed for nearly two years.

49. I have conducted and participated six (6) trials concerning similar claims. Further, I have been approved as class counsel in many class action lawsuits in various counties in California and also in Federal Court. In addition to the instant class action, I am personally handling, or have handled, litigation in the following wage and hour class actions, Private Attorney General Act representative actions, and ERISA class actions:

- *Walter Shum, et al. v. California Commerce Club Inc. – LASC Case No. BC656681* (Settlement for $2,400,000);
- *Fabian Hernandez, et al v. DSJ West, Inc.* – LASC Case No. BC538435 (Settlement for $4,575,000);
- *Santos Martinez, et al v. Anning Johnson* – CDCA Case No. 2:15-cv-02805-RGK-E (Settlement for $1,700,000);
- *Magdalena Chavez, et al. v. Del Taco, LLC* - RCSC Case No. RIC1512246; Del Taco Wage and Hour Matters - JCCP004904 (Settlement for $50,000,000);
- *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* - LASC Case No. BC581410 (Settlement for $425,000);
- *Josefina Mercedes Herrera, et al. v. Thrifty Property Management* – LASC Case No. 22STCV04322 (Settlement for $2,750,000);
- *William J. Peters v. The Academy of Magical Arts, Inc.* - LASC Case No. BC640555 (Settlement for $300,000);
- *Megan Larkin, et al v. American Airlines, Inc.* - LASC Case No. BC650122 (Settled for $540,000);
- *Indica Walker v. Pacific Coast Sightseeing Tours, Megabus, et al.* - LASC Case No. BC631856;
- *Jasmin Pettus, et al vs. Minato Restaurant Inc. dba The Luxe Buffet* - LASC Case No. BC584587;
- *Patricia Rodriguez, et al v. Coastline Medical, et al* - OCSC Case No. 30-2016-00839969-cu-oe-cxc;
- *Charles Creamer, et al. v. Starwood Hotels & Resorts Worldwide, Inc.* - CACD Case No. 2:16-cv-09321 (ERISA class of 46,000 + employees);
- *Diana Gomez, et al. v. Haliburton International Foods, Inc.* - SBSC Case No. CIVDS1618892;
- *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* - LASC Case No. BC652263;
- *Julio Alas, et al v. AT&T, Inc. et al* – CDCA Case No. 2:17-cv-08106-VAP-RAO;
- *Megan McCorvey v. Nordstrom, Inc., et al* – CDCA Case No. 2:17-cv-08108-MWF-AFM;
- *Aida Robles v. Come Land Maintenance, et al* - LASC Case BC700958;
- *Gabriel Dimas v. Buena Vista Foods, et al* – LASC Case No. BC698068;
- *Randy Torres, et al v. Performance Team Logistics, LLC*, et al – LASC

Case No. BC705070;

- *Evelyn Castillo v. Cava Mezze Grill, LLC, et al* – LASC Case No. BC716015.

50. I estimate that my firm will need to expend at least another 40 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.

51. My office took this case on a contingent basis and has put a substantial amount of time and energy into achieving a settlement in 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.

52. 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.

53. 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.

Attorney Fees

54. My current 2026 billing rate is $850.00 per hour. The current 2026 billing rate for my Partner, Grant Joseph Savoy, is also $850.00 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 $850.00 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.

55. Several courts have approved attorney fee awards based upon my 2025 hourly rate of $800 per hour.

56. In summary, the hours I spent on this matter can be categorized as follows:

a. Initial Case Investigation and Pleading Phase. SSLLP spent 64.9 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

Plaintiffs' claims; discussing the facts with Plaintiffs; conducting research on Defendants and any subsidiaries; drafting, revising, and filing the complaint(s); reviewing multiple pleadings; and stipulations related thereto.

b. Discovery and Prosecution. SSLLP spent 165.9 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 clients; drafting responses to written discovery and informal information requests; reviewing documents including time and pay records and damage estimates produced by Defendants and our experts; drafting and reviewing correspondence with defense counsel; coordinating prosecution with defense counsel; contacting and interviewing numerous class members; researching numerous critical issues such as recovery period violations and meal and rest breaks; preparing for and attending mediation, including reviewing information and documents provided by defense counsel; communicating with Plaintiffs; preparing damage models and settlement matrices; and drafting the mediation brief with exhibits.

c. Settlement and Other Procedural Issues. SSLLP spent 41.2 hours after mediation assisting in the drafting of the stipulation for settlement and related documents and communicating with class counsel, defense counsel and the settlement administrator concerning the settlement and notice.

d. Preliminary and Final Approval and Settlement Administration. SSLLP spent 47.5 hours assisting drafting and revising the motion for preliminary and 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

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

57. The amount of requested attorney's fees is reasonable based upon Class

Counsel's lodestar. As of the filing date, SSLLP's lodestar is $271,575.00, which is based upon 319.5 hours litigating this case at the attorneys' reasonable 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 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 Defendants fails to pay.

58. 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**	**Rate**	**Lodestar**
Shoham J. Solouki	Partner	211.4	$850.00	$179,690.00
Grant J. Savoy	Partner	108.1	$850.00	$91,885.00
Total Firm		**319.5**		**$271,575.00**

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

60. We also bear the risk of taking whatever actions are necessary if Defendants fail

to pay.

61. 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 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.

62. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, SSLLP 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.

63. 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.

Advanced Costs

64. As of the date of this declaration, my firm has incurred actual costs in the amount of $13,060.61 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	$1,565.00
Attorney Service / Runner Expenses	$491.00
Mediation Fees (Mediator Steve Serratore, Esq.)	$7,000.00
Postage and Delivery	$77.51
Reproduction and Copying Expenses	$192.10
Expert Services (Berger Consulting)	$3,735.00
TOTAL:	$13,060.61

65. The Settlement provides for reimbursement of Class Counsel's reasonable litigation costs up to $30,000.00. The costs of SSLLP to date total $13,060.61. SSLLP respectfully requests reimbursement of their full costs of $13,060.61 in addition to costs incurred by co-counsel in this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 24, 2026, at Los Angeles, California.

/s/ *SHOHAM J. SOLOUKI* .
Shoham J. Solouki