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Attorneys for Plaintiff Ene C. Hernandez, individually and on behalf of other persons similarly situated and similarly aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

ENE C. HERNANDEZ, individually and
on behalf of other persons similarly
situated and similarly aggrieved
employees,

Plaintiffs,

v.

NORTHWEST HOTEL
CORPORATION, an active California
Corporation; and DOES 1 through 10,

Defendants.

Case No.: 30-2023-01310267-CU-OE-CXC

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Lon F. Hurwitz in Dept.
CX-103]*

**DECLARATION OF ZORIK
MOORADIAN IN SUPPORT OF
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[FILED CONCURRENTLY WITH
MOTION AND NOTICE OF MOTION;
DECLARATION HAIK HACOPIAN
WITH EXHIBITS; DECLARATION
OF ENE C. HERNANDEZ; AND
[PROPOSED] ORDER]

Date: February 1, 2024

Time: 2:00 p.m.

Dept.: CX-103

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1 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab
2 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
3 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
4 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
5 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
6 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
7 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
8 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
9 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
10 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-
11 2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185;
12 Balaguer v. Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited
13 Partnership/30-2018-01007420; Boch v. Merchants Building
14 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.
15 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486;
16 Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State
17 Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v.
18 Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958;
19 Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava
20 Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
21 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369;
22 Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-
23 01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.
24 Township Retail Services/18STCV06709; Hernandez v. Resource Employment
25 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-
26 00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v.
27 Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798;
28 Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United
Production Framing/30-2019-01104255; Morales Cano v. Coordinated

1 Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105;
2 Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I,
3 LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
4 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986;
5 Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v.
6 First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
7 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR
8 Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v.
9 GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres
10 v. Metro Security/19STCV15680; Trujillo v. Securitas Security
11 Services/19STCV01207; Villacana v. Crothall Laundry Services,
12 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

13 5. I am familiar with California wage and hour law and the laws governing the
14 alleged violations in this matter, including but not limited to California Labor Code Sections
15 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
16 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
17 Private Attorneys General Act.

18 6. I seek appointment as class counsel on behalf of the settlement class. I know
19 of no conflicts that would preclude me, or Mr. Hacopian, from serving as Class Counsel in
20 this matter. I also know of no conflicts that would preclude Ms. Hernandez from serving as
21 a Class Representative in this matter.

22 7. As a result of my prior experience, including as class counsel in other wage
23 and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the
24 proposed class in this action. Based on my experience as Class Counsel, I believe, in light of
25 the criteria identified in Dunk v. Ford Motor Co. (1996) 48 Cal. App. 4th 1794, 1801, that
26 the proposed settlement is fair to the class, reasonable and more than adequate in view of (i)
27 the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense, complexity
28 and likely duration of further litigation, (iii) the risk and difficulty of obtaining class

1 certification and maintaining class action status through trial, (iv) the total settlement amount
2 of \$400,000 offered in settlement allowing for significant individual recoveries by
3 employees, (v) the discovery conducted by the Parties in this case, (vi) my experience with
4 similar settlements in wage and hour class actions that have received court approval, and (vii)
5 the fact that the settlement was the result of arms' length negotiations between experienced
6 counsel facilitated by Hon. Amy D. Hogue (ret.), a respected neutral mediator.

7 8. I submit that the proposed settlement is within the range of possible approval
8 for communication of a notice in conformity and consideration thereof by the Settlement
9 Class. The Court will have the opportunity to again assess the reasonableness of the
10 settlement after the Class has had the opportunity to opt-out or object.

11 9. The Parties have selected the Second Harvest Food Bank of Orange County,
12 a tax-exempt non-profit organized under section 501(c)(3) of the Internal Revenue Code, as
13 the cy pres beneficiary. Mooradian Law, APC and I do not have any financial interest in or
14 any involvement with this organization.

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

17 Executed on December 29, 2023, in Calabasas, California.

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19
20 /s/Zorik Mooradian
Zorik Mooradian