

**SHAVITZ LAW GROUP, P.A.**

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*Counsel for Plaintiffs and the  
Proposed FLSA Collective and Class*

**SUPERIOR COURT OF STATE OF CALIFORNIA**

**COUNTY OF SAN DIEGO**

SHEILA LOPEZ, GEORGINA BAUTISTA,  
and FE ADRIANO, Individually, and on  
behalf of Plaintiffs and the Proposed FLSA  
Collective and Class,

Plaintiffs,

v.

WILLISTON FINANCIAL GROUP, LLC, a  
Delaware Limited Liability Company; WFG  
NATIONAL TITLE INSURANCE  
COMPANY, a Florida Corporation; MY  
HOME, A WILLISTON FINANCIAL  
GROUP COMPANY, LLC, a Delaware  
Limited Liability Company; WFG  
NATIONAL TITLE COMPANY, a California  
Corporation; WFG NATIONAL TITLE  
COMPANY OF WASHINGTON, a business  
entity unknown; WFG NATIONAL TITLE  
COMPANY OF TEXAS, LLC, a business  
entity unknown; WFG LENDER SERVICES,  
LLC, a business entity unknown; and DOES 1-  
10, inclusive,

Defendants.

Case No.: 24CU015835C

**DECLARATION OF PAOLO C.  
MEIRELES IN SUPPORT OF  
UNOPPOSED FOR ORDER GRANTING  
FINAL APPROVAL OF CLASS  
SETTLEMENT; MEMORANDUM OF  
POINTS AND AUTHORITIES**

Hearing Date: May 2, 2025

Time: 10:15 a.m.

Dept.: C-66

Judge: Hon. Wendy M. Behan

Complaint Filed: October 8, 2024

Trial Date: None

I, Paolo C. Meireles, declare as follows:

1. I am a Partner in the firm Shavitz Law Group, P.A. (“SLG”) in Boca Raton, Florida. SLG is a ten-attorney firm, based in Boca Raton, Florida with an office in New York, New York, that focuses on representing workers as plaintiffs in employment-related matters including claims based upon individual and class-wide violations of state and federal wage and hour laws. Along with lawyers from Sullivan & Yaeckel Law Group (“SYLG”) and Omnum Law APC (“OLA”), SLG is Plaintiffs’ Counsel in the above captioned matter.

2. I have been one of the lawyers primarily responsible for prosecuting Plaintiffs’ claims on behalf of the collective.

3. I make these statements based on personal knowledge and would so testify if called as a witness.

#### **FIRM AND ATTORNEY BACKGROUND**

4. For the past 24 years, SLG has focused on representing workers in wage and hour matters, including claims based upon individual and class-wide violations of state and federal wage and hour laws across the United States. My background and those of other SLG employees who worked on this matter are below.

5. I am a graduate of the Fordham University School of Law with an undergraduate degree from Lynn University.

6. I became an Associate Attorney with Shavitz Law Group, P.A. in 2012, and became a Partner in January 2018. I was admitted to the New Jersey and New York Bars in November 2010 and February 2011, respectively. Thereafter I relocated to Florida and became a member of the Florida Bar in September 2011. I am also admitted to the Second Circuit Court of Appeals and the U.S. District Courts for the Southern District of Florida, the Middle District of Florida, the

Northern District of Florida, the Northern District of New York, the Southern District of New York, the District of New Jersey, the Eastern District of Michigan, and the Northern District of Ohio.

7. My practice concentrates on representing plaintiffs in FLSA matters on a collective and class basis nationwide.

8. Attorney Gregg I. Shavitz, founding member of SLG, graduate from the University of Miami School of Law with an undergraduate degree from Tufts University. Mr. Shavitz is a member of the bar of the U.S. District Court for the Southern District of Florida and the Florida Bar since 1994, and is also admitted to U.S. District Courts for the Middle and Northern Districts of Florida, the United States Eleventh Circuit Court of Appeals, and United States Third Circuit Court of Appeals.

9. Additionally, Mr. Shavitz has lectured in the past at seminars sponsored by the Labor and Employment Section of the Florida Bar, and has spoken at the Labor and Employment Section Certification Review Seminar on two separate occasions as well as the Academy of Florida Trial Lawyers Workhorse Seminars. Mr. Shavitz has also been awarded Florida Trend Magazine's Legal Elite for various years including 2014, 2015, and 2020 in the area of Labor & Employment law; Florida Super Lawyers – Super Lawyer, Employment & Labor – 2013-2020; Top Lawyer Up and Comer – Wage and Hour law – 2004, 2006 and 2009; and South Florida Legal Guide – Top Lawyers List – 2009-2019, among other awards and honors. He has also earned the distinction of Top Lawyer in Palm Beach Illustrated – 2018-2020, 2022, and is a lifelong fellow of the Florida Bar Foundation. Finally, Mr. Shavitz has held the highest AV Peer Review Rating from LexisNexis Martindale-Hubbell for preeminent attorneys from 2000 to the present.

10. SLG has significant experience prosecuting wage and hour class and collective

actions such as this one. In recent years, the firm has served or been appointed as class counsel or co-class counsel in the following cases, among others:

*About v. Charles Schwab & Co.*, No. 14 Civ. 2712 (S.D.N.Y.)

*Amador v. Morgan Stanley & Co, LLC.*, Case 11 Civ 4326 (S.D.N.Y.)

*Beckman v. KeyBank, N.A.*, Case No. 12 Civ. 7836 (S.D.N.Y.)

*Besic v. Byline Bank, Inc., et al.*, Case No.15 C 8003 (N.D. Ill.)

*Biscoe-Grey v. Sears Holding Corp.*, Case No. 09-81408-Civ-Marra / Johnson (S.D. Fla.)

*Blum, et al. v. Merrill Lynch & Co., Inc.*, Case No. 15-cv-1636 (S.D.N.Y.)

*Briggs v. PNC Fin. Servs. Gr.*, No. 15 Civ. 10447 (N.D. Ill.)

*Calabresi v. TD Bank, N.A.*, Case No. 13 Civ. 0637 (E.D.N.Y.)

*Cerrone v. KB Home Florida, LLC et al.*, Case No. 07-14402-Civ-Martinez (S.D. Fla.)

*Clem v. Keybank, N.A.*, Case No. 13 Civ. 789 (S.D.N.Y.)

*Danley v. Office Depot, Inc., et al.*, Case No. 9:14-cv-81469-KAM (S.D. Fla)

*Ellerd v. County of Los Angeles*, Case No. CV05-1211 SVW (CWX) (C.D. Cal.)

*Fiore v. Goodyear Tire & Rubber Co.*, Case No. 2:09-CV-843-FtM-29SPC (M.D. Fla.)

*Heitzenrater, et al. v. Officemax, Inc., et al.*, No. 12 Civ. 900S (W.D.N.Y.)

*Hernandez v. Merrill Lynch & Co., Inc., et al.*, Case No. 11 Civ. 8472 (S.D.N.Y.)

*Hirst, et al. v. M&T Bank, et al.*, No. 511428/2015 (N.Y. Sup. Ct.)

*Hosier v. Mattress Firm, Inc.*, Case No. 3:10-cv-00294-TJC-JRK (M.D. Fla.)

*Koszyk v. Country Fin.*, No. 16 Civ. 3571 (N.D. Ill.)

*Lewis v. Iowa College Acq. Corp. & Kaplan Higher Educ. Corp.*, Case No. 08-61011-Civ-Jordan (S. D. Fla.)

*Long v. HSBC USA Inc.*, Case No. 14-cv-6233 (S.D.N.Y.)

*Mancia V. HSBC Securities (USA) Inc.*, No. 9400/2015 (S. Ct. NY)

*Mayfield v. Lennar Corp.*, Case No. 6:08-cv-426-Orl-31-DAB (M.D. Fla.)

*McCue v. MB Financial, Inc. et al.*, Case No. 15 cv 988 (E.D. Ill.)

*Nash v. CVS Caremark Corp.*, Case No. 09 Civ. 79 (D.R.I.)

*Palacio v. E\*TRADE Financial Corp., et al.*, Case No. 10 Civ. 4030 (S.D.N.Y.)  
*Patterson v. Palm Beach County School Board*, No. 07 Civ. 80240 (S.D. Fla.)  
*Prena v. BMO Financial Corp., et al.*, Case No. 1:14-cv-09175 (N.D. Ill.)  
*Puglisi v. TD Bank N.A.*, Case 13 Civ 6037 (E.D.N.Y.)  
*Raley v. Kohl's Corporation, et al.*, Case No. 8:09-cv-2340 (M.D. Fla.)  
*Reiburn, et al. v. Merrill Lynch & Co., Inc.*, Case No. 15-cv-2960 (S.D.N.Y.)  
*Robbins v. Abercrombie & Fitch Co.*, Case No. 15-cv-6187 (W.D.N.Y.)  
*Roberts v. TJX Companies, Inc., et al.*, Case No. 13-cv-13142 (D. Mass)  
*Romero v. Florida Power & Light Company*, Case No. 6:09-cv-1401-Orl-35-GJK (M.D. Fla.)  
*Saliford v. Regions Financial Corp. et al.*, Case No. 10-610310-CIV-Torres (S.D. Fla.)  
*Simpkins v. Pulte Home Corporation*, 6:08-cv-00130-PCF-DAB (M.D. Fla.)  
*Snodgrass v. Bob Evans Farms, Inc.*, No. 12-cv-768 (S.D. Ohio)  
*Stallard v. Fifth Third Bank, et al*, Case No. 2:12-cv-01092 (W.D. Pa.)  
*Stewart v. Prince Telecom, et al.*, Case No. 10-civ-4881 (S.D.N.Y.)  
*Waggoner v. U.S. Bancorp. et al.*, No. 14-cv-1626 (N.D. Ohio)  
*Watson v. BMO Financial Corp., et al.*, No. 15 cv 11881 (E.D. Ill.)  
*Weisgarber v. North American Dental Group, LLC, et al.* No. 18-cv-2860, (S.D. Ohio)  
*Wright v. Flagstar Bank FSB et al.*, Case No. 13 Civ. 15069 (E.D. MI.)  
*Yuzary v. HSBC Bank USA, N.A.*, Case No. 12 Civ. 3693 (S.D.N.Y.)  
*Zeltser v. Merrill Lynch & Co., Inc., et al.*, Case No. 13 Civ 1531 (S.D.N.Y.)  
*Zolkos v. Scriptfleet, Inc.*, No. 12 Civ. 8230 (N.D. Ill.)

## **THE LITIGATION**

11. SLG and OLA were retained to represent the Named Plaintiffs in this matter, on behalf of themselves and all other Class Members, Collective Members, and PAGA Group Members, who are similarly situated current and former non-exempt employees in California (as

to Class Members and PAGA Group Members), and similarly situated non-exempt Escrow Officers (as to Collective Members) employed by Defendants.

12. In or about early 2022, SLG began investigating allegations that Named Plaintiffs asserted in this matter.

13. On March 24, 2022, SLG sent a demand letter to Defendants to explore a potential pre-litigation global resolution of this matter. Shortly thereafter, the Parties agreed to participate in mediation to explore settlement of the claims of the Class, Collective, and PAGA Group Members. As part of the agreement, the Parties entered into a tolling agreement on behalf of all Class, Collective, and PAGA Group Members and exchanged data and documents sufficient for Plaintiffs' Counsel to conduct damages calculations for the Class, Collective, and PAGA Group. Defendants produced employee handbooks, meal and rest periods policies, timekeeping policies, hours and scheduling policies, telework/cellphone policies, and data regarding class size and number of pay periods/workweeks needed calculate an estimate of the maximum theoretical damages for Class, Collective, and PAGA Group Members.

14. Based on the data and documents obtained from Plaintiffs and Defendants prior to mediation, Plaintiffs' Counsel calculated that Class, Collective, and PAGA Group Members' total theoretical maximum recovery was approximately \$5,325,451.16, broken down as \$4,228,091.16 for their FLSA and state law claims, \$1,097,360.00 for the PAGA claims.

15. On January 24, 2023, the Parties participated in a full-day mediation with David Rotman, a well-known mediator with substantial experience in wage and hour class actions. Although the case did not resolve on that day, the Parties continued to discuss settlement with the mediator's assistance.

16. On October 19, 2023, the Parties participated in another full-day mediation, this time with Lou Marlin, another well-known mediator with substantial experience in wage and hour class actions. Once again, the parties were unable to resolve the claims. However, the continued to discuss resolution over the course of the ensuing, several months.

17. On November 13, 2023, pursuant to PAGA, OLA and SLG filed a PAGA Notice with the California Labor & Workforce Development Agency (“LWDA”), notifying the LWDA of Plaintiffs’ intent to seek PAGA penalties for Defendants’ alleged labor violations, including failure to pay all wages (including overtime, straight-time, and minimum wages), failure to provide meal periods and premium payments in lieu thereof, failure to provide rest periods and premium payments in lieu thereof, failure to timely pay wages, failure to timely pay wages upon termination, failure to provide compliant wage statements, and failure to maintain accurate payroll records. To date, Plaintiffs have not received any response from the LWDA.

18. Notwithstanding the filing of the PAGA Notice with the LWDA, resolution discussions among the Parties continued. On May 21, 2024, the Parties finally reached an agreement on the principal terms of a resolution, which they reduced to a formal Settlement Agreement, which they executed on August 9, 2024.

19. The Settlement Agreement recovers a total \$1,000,000.00 for Class, Collective, and PAGA Group Members, which Plaintiffs’ Counsel believes is a significant, and excellent outcome for Class, Collective, and PAGA Group Members of a heavily disputed matter, particularly in light of the risks of continued litigation.

20. Counsel’s skill and experience were directly responsible for bringing about the positive settlement in the instant case.

## **TIME SPENT ON THE LITIGATION**

21. SLG has represented the Class, Collective, and PAGA Group Members in this litigation on a contingency basis. SLG has litigated this matter to date without payment of any legal fees and, along with co-counsel, has paid all costs and expenses on behalf of its clients and the class members.

22. When SLG lawyers spend time on selected contingency matters, they do so at significant risk and opportunity cost for the firm. SLG frequently turns away additional cases, including hourly litigation matters and other contingency matters, in order to enable its attorneys to work on pending contingency matters, primarily (though not exclusively) class or collective actions.

23. This case, which SLG has been counsel on for approximately three years, has placed significant demands on SLG's time and resources, which has led to SLG turning down other cases which were potentially more lucrative.

24. SLG ordinarily and regularly bills legal time on an hourly fee basis by the tenth of an hour, based upon each attorney's standard hourly rate.

25. Currently, SLG's complex litigation rates range from \$475 to \$800 per hour for counsel, and \$150 per hour for paralegals and legal assistants. The rates charged by SLG in this case are our typical hourly rates and have been approved in other class and collective action cases throughout the country. *See Hepburn v. Luxurban Hotels, Inc.*, No. 23 Civ. 24380, ECF. No. 57 (S.D. Fla. April 4, 2025) (approving attorney request based on \$625/rate for Paolo C. Meireles, and noting the court has approved upwards to \$850/hour for partners and \$700/hour for associates in recent cases); *Lawson, et al. v. Love's Travel Stops & Country Stores, Inc.*, No. 17 Civ. 1266, 2021 U.S. Dist. LEXIS 33983, at \*16-17 (M.D. Pa. Feb. 24, 2021) (approving attorney fee request

based on rates of \$750/hour for Gregg I. Shavitz); *Meo v. Lane Bryant, Inc.*, No. 18 Civ. 6360, 2020 WL 4047897, at \*3 (E.D.N.Y. July 17, 2020) (finding SLG’s lodestar estimate and requested fees to be reasonable, after the court reviewed “the billing rates for the respective attorneys” at SLG and “carefully reviewed the biographical information on each of the attorneys, along with their professional affiliations, publications and prior cases.”).

26. The rates and hours expended by each SLG attorney and paralegal in connection with the investigation, negotiation, resolution, and approval of the settlement, are listed below:

| <b><u>Timekeeper</u></b> | <b><u>Hourly Rate</u></b> | <b><u>Hours</u></b> | <b><u>Totals</u></b> |
|--------------------------|---------------------------|---------------------|----------------------|
| Gregg I. Shavitz, Esq.   | \$800.00                  | 101.8               | \$81,440.00          |
| Paolo C. Meireles, Esq.  | \$675.00                  | 124.3               | \$83,902.50          |
| Christine Duignan, Esq.  | \$700.00                  | 26.7                | \$18,690.00          |
| Paralegals               | \$150.00                  | 3.2                 | \$480.00             |
| <b>Total:</b>            |                           | <b>256.0</b>        | <b>\$184,512.50</b>  |

27. SLG expects to spend additional time (approximately 10 hours), including to preparing for final approval and the fairness hearing, including the submission of the final approval motion, responding to class member inquiries during the final approval notice and check distribution period, and assisting with settlement administration after final approval is granted.

28. The hours SLG incurred / are likely to incur through final resolution of this matter are in addition to the hours incurred in litigating this case by the other Plaintiffs’ counsel in this matter.

29. The hours reported are reasonable for a case of this complexity and size and were compiled from contemporaneous time records maintained by each attorney and paralegal

participating in the case.

30. Due to the experience of its attorneys in representing workers in litigation of this type, SLG is adept at minimizing duplication of efforts and maximizing billing judgment. SLG makes every effort to have the work performed by the attorney or paralegal with the lowest hourly rate who is able to effectively perform each task.

**Costs Incurred in the Litigation**

31. In addition to its fees, SLG has incurred approximately \$40,131.25 in out-of-pocket costs prosecuting this litigation, which were incidental and necessary to the representation of the class and which include mediation and expert fees.

32. SLG's actual, out-of-pocket costs incurred are summarized as follows:

| <b><u>Expense Category</u></b>                 | <b><u>Expenses Incurred</u></b> |
|------------------------------------------------|---------------------------------|
| Expert Fees:                                   | \$4,631.25                      |
| Mediation Fees (charged by various mediators): | \$35,500.0                      |
| <b>Total:</b>                                  | <b>\$40,131.25</b>              |

33. These expenses are in addition to the expenses incurred in litigating this case by the other Plaintiffs' counsel in the matter.

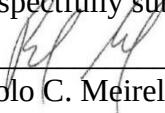
34. The expenses incurred in the prosecution of this case are reflected on the books and records of the firm. These books and records are prepared from expense vouchers, receipts, and check records, and are accurate regarding all the expenses incurred.

\* \* \*

I declare under penalty of perjury, under 28 U.S.C. § 1746, that the foregoing is true and correct.

Dated: April 10, 2025

Respectfully submitted,

  
\_\_\_\_\_  
Paolo C. Meireles