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*Attorneys for Plaintiff WALTER REYES, individually
and on behalf of all others similarly situated*

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURT (COMPLEX)**

WALTER REYES and BENJAMIN
NAPOLIS GUZMAN, individuals, Solely
as Aggrieved Employee Representatives on
Behalf of All Similarly Situated Current and
Former Employees of Defendants,

Plaintiffs,

v.

ABM INDUSTRIES INCORPORATED,
Incorporated, a Delaware Corporation; ABM
INDUSTRY GROUPS, LLC, a Delaware
Corporation; GCA SERVICES GROUP OF
CALIFORNIA, INC., A California
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23STCV22949

*[Assigned for All Purposes:
Honorable Rupert A. Byrdsong, Dept. 28]*

**DECLARATION OF GRANT JOSEPH
SAVOY, ESQ. IN SUPPORT OF
PLAINTIFF’S NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT**

*[Filed concurrently with the Notice of Motion
and Motion for Approval of Private Attorneys
General Act Settlement; and [Proposed]
Order]*

Reservation No.: 191392048622

Hearing Date: May 29, 2025

Time: 8:30 AM

Dept.: 28 (SMC)

Complaint Filed: September 21, 2023

Case Management Conference: May 7, 2025

1 **DECLARATION OF GRANT JOSEPH SAVOY, ESQ.**

2 1. I am an attorney licensed to practice law in the state of California and have
3 been admitted to practice before this Court. I am an attorney with the Solouki | Savoy, LLP
4 Law Firm and Counsel of record for Plaintiff WALTER REYES (“Plaintiff(s)”) in this matter.
5 I know all of the following facts of my own personal knowledge and if called as a witness in
6 this matter, I would testify competently thereto. I am a member in good standing of the bar in
7 all State and Federal District Courts in California.

8 2. This Declaration is submitted in support of Plaintiffs’ Motion for Approval of a
9 California Private Attorneys General Act (“PAGA”) Settlement. It must be noted that while
10 the original complaint in this Action contained two (2) individual named aggrieved
11 employees, one of said employees (Mr. Benjamin Napoles Guzman) elected to settle his
12 matter individually and not proceed on a PAGA Representative basis. As such, only Plaintiff
13 Reyes remains as a Named Plaintiff aggrieved employee in this action.

14 **COUNSEL’S INVESTIGATION**

15 3. Plaintiff Walter Reyes was employed as non-exempt employee by Defendants
16 mainly as janitorial worker. Plaintiff worked for Defendants at all times relevant to the PAGA
17 liability period (“PAGA Period”) in this Action (June 15, 2023 through present). Specifically,
18 Plaintiff worked for Defendants GCA Services Group of California, Inc. (“GCA”) from on or
19 around August 29, 2020 through the end of 2023. Plaintiffs experienced the same treatment as
20 others working for Defendants as far as wage violations go. Based on a review of Defendant’s
21 records to date, Defendants estimate there are approximately Three Hundred, Fifty-Nine (359)
22 Aggrieved Employees who worked a total of Nine Thousand, Six Hundred Forty-Five (9,645)
23 PAGA Pay Periods, during the PAGA Period. Defendant GCA owns and operates janitorial,,
24 oaring, and security services throughout the state of California. Defendant GCA operates and staffs
25 employees at multiple facilities throughout the state of California.

26 4. On or about June 15, 2023, Plaintiff submitted a Notice of Labor Code Violations
27 and Demand Pursuant to California Labor Code section 2699, et seq. Later, on or about Due to
28

1 confusion and disputes as to who the proper defendant employer was, Plaintiff filed a First
2 Amended Notice of Labor Code Violations and Demand Pursuant to PAGA on or about July 18,
3 2023. Subsequently, after several meet and confer efforts between counsel for the Parties, it was
4 determined that the currently named Defendant employer, GCA Services Group of California, Inc.
5 (“GCA”) was in fact a defendant employer that should be included in the Action, which lead to the
6 filing of an eventual Third Amended Notice of Labor Code Violations and Demand Pursuant to
7 PAGA, which was filed on or about November 6, 2023.

8 5. On or about September 21, 2023, Plaintiff filed a putative class action lawsuit
9 in the Los Angeles superior court (LASC Case No. 23STCV22949) alleging a single cause of
10 action for penalties pursuant to the California Private Attorneys General Act. Due to the
11 inclusions of the proper defendant employer, GCA, Plaintiff filed a First Amended Complaint
12 on or about January 19, 2024 adding GCA as a named Defendant.

13 6. Through an additional series of meet and confer efforts, as well as law and motion
14 practice and formal discovery, Plaintiff agreed to voluntarily dismiss all named Defendant parties
15 from the Action, except for GCA, the remaining Defendant employer in this Action, and the
16 counter-party to the PAGA Settlement Agreement the Parties now seek to get approved by the
17 Court.

18 7. On or about February 26, 2025, the Parties attended a full-day mediation before the
19 experienced mediator Todd Smith, Esq., at which the Parties achieved global resolution of
20 Plaintiff’s PAGA claim as contained in Plaintiffs’ Operative Complaint. In preparation for
21 mediation, the Parties exchanged various documents and information including wage and hour
22 policies used by Defendants during the PAGA Period, time keeping and payroll information for
23 Plaintiff, time keeping and payroll information for Aggrieved Employees for the entire PAGA
24 Period, and mediation information (i.e., workweek information for the Class Periods, class size,
25 total number of current and former employees). During this process Plaintiffs’ Counsel and
26 Plaintiff’s statistical expert analyzed, researched, and investigated the potential issues, including
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1 matters related to the calculation of PAGA damages, conducted interviews of the named Plaintiffs
2 and other PAGA Members, potential trial management issues, and appellate issues and risks.

3 8. Throughout the pendency of this litigation, the Parties exchanged various
4 documents and information that allowed both sides to evaluate the potential exposure and potential
5 risk, such as a review of Defendants' relevant policies and procedures related to the claims alleged
6 in Plaintiffs' Complaint (including multiple meal and rest break policies and acknowledgements),
7 and a sampling of time and pay records, and Defendants' arbitration agreements, which were
8 signed by all employees, which rendered this matter a PAGA Only Action. During this process
9 Plaintiffs' Counsel analyzed, researched, and investigated the potential issues, including matters
10 related to the calculation of PAGA damages, interviews of the named Plaintiffs and other
11 Aggrieved Employees, potential trial management issues, and appellate issues and risks.

12 9. The Parties have undertaken reasonable investigation of the facts and law during the
13 pendency of this Litigation. Plaintiffs' Counsel diligently conducted and pursued an investigation
14 of the PAGA claims against Defendants, including research of the applicable law and the potential
15 defenses, review of relevant documents, propounding written discovery requests and the review of
16 the responses thereto (Form Interrogatories – General, Form Interrogatories- Employment,
17 Requests for Production, and Special Interrogatories). Plaintiffs obtained directly relevant data
18 including Defendants' written policies related to the claims at issue in Plaintiffs' Complaint. The
19 policies all appeared compliant with California law. Plaintiffs also received the number of
20 Aggrieved Employees, and sampling of time punch data for potentially aggrieved employees
21 during the PAGA period and concluded that to the extent that there may have been any violations
22 they were *de minimis* such that there was a strong likelihood that the Court would substantially
23 reduce any civil penalties under Labor Code § 2699(e)(1)-(2). Specifically, Defendants produced,
24 and Plaintiffs' Counsel and statistical expert reviewed/analyzed over 600 policy and practice
25 handbooks and records, as well as over 75,000 lines of payroll and timekeeping data provided in
26 native Excel format.

1 10. After a full-day of mediation with Mr. Todd Smith, Esq., Plaintiff and Plaintiffs’
2 Counsel concluded—after considering the sharply disputed factual and legal issues involved on the
3 PAGA claims, the risks attending further prosecution, delay if the Parties continued arbitrating the
4 individual claims prior to proceeding on the PAGA claims, and the benefits to be received
5 pursuant to the compromise and settlement of the action as set forth in the agreement—that
6 settlement was in the best interest of the representative Plaintiff, the LWDA, and the aggrieved
7 employees and is fair and reasonable and furthers the purpose of the PAGA to enforce the Labor
8 Code. At all times throughout the course of the litigation, Defendants denied the Plaintiffs’
9 allegations and contended that employees were properly and timely compensated for all hours
10 worked, were provided all required meal and rest breaks, were provided accurate itemized wage
11 statements, and were timely provided all wages due and owed in compliance with the Labor Code.

12 THE SETTLEMENT IS FAIR, JUST AND REASONABLE

13 11. To assist the Court with determining if the proposed settlement is within a range
14 that is fair, reasonable, and adequate, Plaintiffs’ Counsel analyzed the value of pleaded class
15 allegations. As stated above, the settlement was reached only after exchanging discovery prior
16 and conducting legal analyses of both Plaintiffs’ and Defendants’ theories. A s n o t e d
17 a b o v e , Plaintiffs’ Counsel reviewed a substantial sampling of time records for aggrieved
18 employees from June 15, 2022 to the date of mediation. The data showed that at the time
19 there were approximately 7,685 pay periods for approximately 326 aggrieved employees.
20 “Aggrieved Employee” means a person currently or formerly employed by Defendants as
21 non-exempt employees in California, who worked for Defendants during the PAGA Period.”
22 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
23 for Defendants for at least one day during the PAGA Period.

24 **Failure to Pay Unpaid Wages:**

25 12. Plaintiff alleged that Defendants instituted and maintained a policy whereby
26 employees were to get ready for work while off-the-clock; both before and after shifts.
27 Aggrieved Employees would be forced to arrive to work 5 minutes prior to the start of their
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1 scheduled shift in order to store their belongings, get work materials, and present for the
2 start of their shift. The same would occur after their shift ended, usually putting items away
3 before leaving, for another 5 minutes of uncompensated time per shift. This was common
4 practice throughout the company. At an average of 10 minutes of unpaid off-the-clock time
5 spent by aggrieved employees donning and doffing each workday.

6 13. Defendants argued that the penalties for the minimum and overtime wage
7 claims could not be stacked since they are based on the same rounding and off-the-clock
8 work allegations. Defendants further argued they properly paid Plaintiffs and other
9 aggrieved employees for all time worked, including the time that was spent getting ready for
10 work. Defendants further provided policies which informed Plaintiffs and other aggrieved
11 employees that they were not to work prior to clocking in or clocking out. For these reasons,
12 Defendants argued there were significant defenses to the unpaid wages claims which
13 warranted at least a 90-95% discount.

14 **Failure to Provide All Meal Periods pursuant to Labor Code sections**
15 **226.7, 512, and 1198:**

16 14. Plaintiff also alleges that he and other Aggrieved Employees were almost never
17 given the opportunity to take full uninterrupted 30 minute meal periods because
18 Defendants' policy was that meal periods cannot be more than 30 minutes. However, all
19 meal periods for a particular shift were scheduled to start and end at the same time, causing
20 up to 5-10 people to have to line up at the limited number of time clocks to clock back in
21 from lunch. This caused meal periods to be short almost every day. There was an almost
22 50% violation rate for meal periods when factoring in the lines that aggrieved employees
23 would have to wait in during their lunch period to clock back in for work.

24 15. Further, Defendant contended it provided employees with handbooks,
25 which contained legally compliant meal periods providing for the timing and number of meal
26 periods employees were to receive. Accordingly, Plaintiffs had to account for Defendant's
27 evidence that it had a written policies in place that complied with California law and whether
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1 it could establish that employees were aware of the policy and when a meal wasn't shown in
2 the time records as being taken or was taken untimely, it was the employees' choice rather
3 than pursuant to Defendant's policies.

4 **Failure to Provide All Rest Periods pursuant to Labor Code sections 226.7 and**
5 **1198:**

6 16. Similar to the meal period violations, Plaintiff alleged that Defendant failed to
7 provide rest periods at legally compliant intervals of every four hours worked or "major fraction"
8 thereof and/or failed to provide rest periods that were at a net 10-minutes or duty-free. Plaintiffs
9 alleged that no aggrieved employee ever received both full 10-minute rest breaks on any given day
10 while employed by Defendants.

11 17. However, since aggrieved employees did not clock in or out for rest breaks,
12 any potential violation is difficult to track; especially where, as here, Defendants had a
13 legally compliant rest period policy during the Release Period. Defendant also provided
14 Plaintiff and other aggrieved employees a policy acknowledgement informing them of their
15 rights to take compliant rest periods. Further, Defendants contended that rest breaks are
16 scheduled and taken by employees in groups, and that if an employee did not take a rest
17 period, it was the employee's choice rather than pursuant to Defendants' practices or
18 policies. Defendants also raised the fact that California law did not require recording of rest
19 breaks and, therefore, Defendants' time records could not be used as evidence of rest break
20 violations or to calculate damages. Thus, the maximum value should be adjusted to reflect
21 Defendants' defenses and the risks involved in proving the rest period claim in light of the
22 fact that there are no records.

23 **Wage Statement Penalties pursuant to Labor Code Section 226:**

24 18. Plaintiff further alleged that due to Defendant's policies, failure to pay
25 regular wages, overtime wages, and break premiums, Defendant failed to provide Aggrieved
26 Employees accurate wage statements in accordance with the California Labor Code. The
27 penalty for a violation of section 226 is a civil penalty in the amount of \$250 per employee
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1 per violation in an initial citation and \$1,000 per employee for each violation in a subsequent
2 citation. (Labor Code § 226.3.) In addition, an employee “suffering injury as a result of a
3 knowing and intentional failure by an employer” can seek damages of \$100 per pay period,
4 up to a maximum of \$4,000. (Labor Code § 226(e).) The employee’s attorney is also
5 “entitled to an award of costs and reasonable attorney’s fees.” (Labor Code § 226(e).) The
6 total potential exposure of damages for wage statement penalties ranged was an estimate of
7 \$4,000.00.

8 19. However, this violation was subject to the defenses for the unpaid
9 wages and meal period and rest period violations because it was derivative. In addition,
10 Defendant argued that meal period and rest period premiums were not the type of wages
11 which had to be included on wage statements pursuant to Labor Code section 226. Defendant
12 also argued that it did not willfully fail to pay wages due at termination and therefore it did
13 not violate Labor Code §203.

14 **Waiting Time Penalties:**

15 20. Plaintiff and Aggrieved employees alleged that because Defendants’ failed
16 to pay timely final wages, and failure to pay break premiums, the Aggrieved Employees
17 were entitled to recover 30 days’ wages as a waiting time penalty. **California Private**

18 **Attorney General Act (PAGA) Penalties:**

19 21. Plaintiffs and Aggrieved Employees maintained that Defendants had
20 committed a myriad of California Labor Code violations, subjecting them to penalties under
21 the 2004 California Private Attorney General Act. The status of limitations for PAGA claims
22 is one year, and 75% of any amount recovered under PAGA is to be paid to the State of
23 California. At the time of mediation Plaintiffs estimated, based on the information provided
24 by Defendants, that there were a total of 359 Aggrieved Employees who worked 9,645 pay
25 periods in the PAGA recovery period, thereby accounting for approximately \$31.10 in
26 PAGA penalties for each pay period violation, without stacking of PAGA penalties and at
27 the California current standard of \$100.00 penalty per pay period. Plaintiff alleged that there
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1 were at least one compensable penalty per unique pay period, totaling \$964,500.00 in total
2 potential PAGA penalties. Plaintiff and Aggrieved Employees maintained that Defendant's
3 nonpayment of wages, nonpayment of break premiums, rounding of all times including meal
4 periods, and failure to accurately record-keep were all clear violations of the California
5 Labor Code that subjected Defendants to PAGA penalties.

6 22. Based on the violations above, Plaintiffs calculated that the total potential
7 exposure without interest, attorney fees and costs was \$964,500.00. However, applying
8 further significant discounts for the risks associated with the action (including but not
9 limited to, the Court finding the action is unmanageable, the risk that the Court exercises its
10 discretion to lower the penalties awarded, the risk of losing at trial) and applying further
11 discounts for Defendant's evidenced compliance with some sections of the California Labor
12 Code this gross settlement amount of Three Hundred Thousand Dollars and Zero Cents
13 (\$300,000.00) is within a reasonable range, especially considering the defenses Defendant
14 has raised throughout litigation and settlement negotiations.

15 23. Moreover, the proposed Settlement, even with deductions, provides a
16 substantial sum to the Aggrieved Employees. The Settlement secured by Plaintiffs and the
17 Aggrieved Employees here amounting to Three Hundred Thousand Dollars and Zero Cents
18 (\$300,000.00) is greater than other PAGA penalty awards approved by California state
19 courts, which often range between \$7,500.00 and \$5,350.00 for PAGA claims impacting
20 hundreds or thousands of individuals, resulting in much lower PAGA penalty payments on a
21 per capita basis. (*See, e.g., Penaloza v. PPG Industries Inc.*, Case No. BC471369, 2013 WL
22 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA penalties of
23 \$5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case
24 No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving
25 PAGA penalties of \$10,000.00 for class of approximately 3,000 members).)

26 24. Defendant also argued that PAGA penalties would be limited. Defendant
27 argued that even if Plaintiff prevailed, the recoverable penalties under PAGA are minimal.
28

1 Indeed, courts to consider the issue have refused to “stack” PAGA penalties. (See
2 *Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published
3 Dec. 19, 2018) (approving PAGA penalty reduction to \$5.00 per pay period); *accord Atempa*
4 *v. Pedrazzani* (2018) 27 Cal.App.5th 809.) Moreover, DefendantDefendants argued that
5 Plaintiff and the Aggrieved Employees are not entitled to recover PAGA penalties at the
6 subsequent violation rate of \$200.00 per pay period. California’s appellate courts have held
7 that “[u]ntil the employer has been notified that it is violating a Labor Code provision
8 (whether or not the commissioner or court chooses to impose penalties), the employer cannot
9 be presumed to be aware [of the violation]” and therefore, until a Court or the Commissioner
10 issues a finding of a violation, the initial \$100.00 violation rate applies for each pay period
11 in which the alleged violation occurred. (*Amaral v. Cintas Corp. No. 2* (2008) 163
12 Cal.App.4th 1157, 1209; *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit*
13 *Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 (“[u]nder California law,
14 courts have held that employers are not subject to heightened penalties for subsequent
15 violations unless and until a court or commissioner notifies the employer that it is in
16 violation of the Labor Code”).) Thus, Defendant argued that even if the Plaintiff and the
17 aggrieved employees were able to establish any violation of the Labor Code, the PAGA
18 penalties assessed for these violations will be computed at the \$100.00 rate, as opposed to
19 the \$200.00 per pay period rate at maximum, and there is a likelihood that a further
20 reduction of the penalty to \$5.00 per pay period as approved in *Carrington* would apply
21 given Defendant’s compliance with the Labor Code as discussed above.

22 25. Plaintiff understood Defendants’ position to be, using the most recent court of
23 appeal decision on the topic of evaluating PAGA claims (*Carrington v. Starbucks, supra*) (i.e. at
24 \$5.00 per pay period x 9,645 pay periods at issue), that it is likely Defendant’s maximum exposure
25 is actually only \$48,225.00. Defendants argued that this Court would use the *Carrington* valuation
26 as a ceiling for assessing PAGA penalties and that this amount was its true “worst case scenario”
27 exposure). Further, in analyzing all of the claims and the action as a whole, Plaintiff was forced to
28 consider the risks of proceeding with litigating the action. These risks included the Court finding

1 the action unmanageable.¹ There are even further risks if the case proceeded to trial such that the
2 Court could award significantly less penalties than are statutorily prescribed due to Defendant's
3 good faith conduct and compliant employment policies. Finally, public policy strongly favors the
4 settlement of litigation. (*Consumer Advocacy Group v. Kintetsu Enterprises of America* (2006)
5 141 Cal.App.4th 46, 63.) Because the proposed Settlement is neither unjust nor ignores the public
6 interest, it should be approved.

7 26. Accordingly, the gross PAGA Settlement is highly reasonable in light of the
8 risks and uncertainties associated with the PAGA claims in this case. The Settlement
9 commits Defendants to pay a sum large enough to punish Defendants for alleged violations
10 and to deter such alleged conduct in the future. At the same time, in light of the alleged
11 violations and defenses thereto, it is not so large as to be unjust, oppressive or confiscatory.
12 Based upon the foregoing, the proposed Settlement is fair, reasonable, and in the best
13 interest of the state of California and the Aggrieved Employees

14 27. Practically speaking, if Plaintiff and other Aggrieved Employees continued
15 litigating this matter, Plaintiffs and other Aggrieved Employees and the LWDA potentially
16 could have received nothing if the Court had agreed with Defendants' position especially in
17 light of the volatility of this area of law, the aforementioned defenses. The Settlement is
18 reasonable in light of the risks involved in this case—including the prospect of a potential
19 adverse summary adjudication ruling, defenses to the case, potential appeal, and potential
20 costs which could be forced on our client if Plaintiffs and other aggrieved employees were
21 not successful.

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23
24 ¹ Although the California Supreme Court rejected striking PAGA claims outright based on
25 manageability issues in *Estrada v. Royalty Carpet Mills, Inc.*, 15 Cal.5th 582 (2024), it
26 reinforced that trial courts "may use a vast variety of tools to efficiently manage PAGA claims"
27 (*id.* at 594). Based on Defendants' manageability arguments, there was significant risk that further
28 litigation may have resulted in limiting the Aggrieved Employees / job classifications who could
participate in the suit, shortening the PAGA Period to coincide with Plaintiff's period of
employment, or otherwise reducing PAGA remedies available at trial.

28. Counsel for Plaintiff and other Aggrieved Employees are convinced that the proposed Settlement is fair based on the negotiations and a detailed knowledge of the issues present in this action. The length and risks associated with a motion for summary adjudication, trial, and other normal perils of litigation have impacted the value of the claims and were all weighed in reaching the proposed settlement. In light of the above, the proposed Settlement is well within the range of reasonableness and should be granted approval. Plaintiff believes that in providing employees with relief and obtaining penalties for the LWDA, this Settlement furthers the purpose of PAGA to enforce compliance with the Labor Code and should be approved.

EXPERIENCE OF COUNSEL

29. I received a B. S. in Communications in 2007 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 2012, 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 employment litigation since approximately that time.

30. In 2012, I founded Solouki | Savoy, LLP. 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.

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

32. 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.

1 Over the course of my career, I have been involved in many class action settlements, with
2 some of them settling in the seven figure range.

3 33. Of the attorneys at Solouki |Savoy, LLP, I am the attorney with the most active
4 class action and PAGA representative action calendar. I personally represented clients in
5 numerous wage and hour class action lawsuits that settled with recovery per class member
6 being in a similar range to the settlement agreement in the instant case.

7 34. Since 2012, I have been heavily, continuously, and successfully involved in
8 active litigation and trial work, including extensive work in employment litigation and wage
9 and hour class actions. I have also been appointed class counsel in many wage and hour class
10 action cases with contested certification proceedings. My work has led me to be recognized
11 as a Southern California Super Lawyer Rising Star since 2017.

12 35. In addition to the instant class action, I am personally handling, or have
13 handled, litigation in the following ERISA, wage and hour class actions and/or Private
14 Attorney General Act representative actions:

- 15 • *Magdalena Chavez, et al. v. Del Taco, LLC* – Riverside Superior Court Case
16 No. RIC1512246 (Settled for \$50,000,000);
- 17 • *Nuvia Barragan, et al. v. ACE Cash Express* – Central District of California
18 Court Case No. 2:21-CV-08021-SB (MRWx) (Settled for \$875,000);
- 19 • *Franco, et al. v. Burrtec Waste Industries, Inc., et al.* – Riverside Superior
20 Court Case No. RIC1820321 (Settlement for \$3,577,000);
- 21 • *Fabian Hernandez, et al v. DSJ West, Inc.* – Los Angeles Superior Court Case
22 No. BC538435 (Settlement for \$4,575,000);
- 23 • *Francisco Ramirez v. California Commerce Club, Inc.* – Los Angeles Superior
24 Court Case No. BC664591 (Settled for \$2,400,000);
- 25 • *Santos Martinez, et al v. Anning Johnson* – CDCA Case No. 2:15-cv-02805-
26 RGK-E (Settlement for \$1,700,000);
- 27 • *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* - Los Angeles Superior Court Case No. BC581410 (Settlement for \$425,000);
- *William J. Peters v. The Academy of Magical Arts, Inc.* - Los Angeles Superior Court Case No. BC640555 (Settlement for \$300,000);
- *Monica Siadek, et al v. American Airlines, Inc.* - Los Angeles Superior Court Case No. BC607127 (Settlement for \$540,000);
- *Diana Gomez, et al. v. Haliburton International Foods, Inc.* - San Bernardino Superior Court 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* - Los Angeles Superior Court Case No. BC652263;
- *Julio Alas, et al v. AT&T, Inc. et al* – CDCA Case No. 2:17-cv-08106-VAP-RAO;
- *Randy Torres, et al v. Performance Team Logistics, LLC, et al* – Los Angeles Superior Court Case No. BC705070 (recently settled);
- *Daniel Draney v. Westco Chemicals, Inc. et al* – Central District of California Case No. 2:19-cv-01405-ODW-AGR (settled for \$500,000);
- *Joseph Garcia v. Geodis Logistics, LLC*;
- *Zachary Gurzenski v. Delta Air Lines, Inc.*;
- *Laura Sanchez v. Piazza Family Restaurants Inc.*;
- *Jessica Shadian v. Cedar Restaurant Group, LLC* - Los Angeles Superior Court Case No. 20STCV46234 (Settled for \$450,000);
- *Robert Welch v. ACS Security Industries, Inc.* – Los Angeles Superior Court Case No. 19 STCV06750 (Settled for \$450,000);

- 1 • *Hugo Ramirez v. HR Steel, Inc.;*
- 2 • *Jose Cervantes v. Aero Chip, Inc.;*
- 3 • *Michael Carter v. Advanced Cable Technologies;*
- 4 • *Enrique Martinez-Salgado v. Red Collar Pet Foods, Inc. et al. – San*
- 5 *Bernardino Court Case No. CIVDS2018708 (recently settled for \$1,000,000).*

6 36. My office took this case on a contingent basis and has put a substantial amount
7 of time and energy into litigating this case, all while receiving no payment. The risk to my
8 office has been very significant, particularly if we would not be successful in pursuing this
9 action. In that case, we would have been left with no compensation for all the time taken in
10 litigating this case.

11 37. Because most individuals cannot afford to pay for representation in litigation on
12 an hourly basis, Solouki | Savoy, LLP represents virtually all of its employment law clients on
13 a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time
14 unless we prevail at trial or successfully settle our clients' cases. Because the firm is taking
15 the risk that we will not be reimbursed for our time unless our client settles or wins his or her
16 case, we cannot afford to represent an individual employee on a contingency basis if, at the
17 end of our representation, all we are to receive is our regular hourly rate for services. It is
18 essential that we recover more than our regular hourly rate when we win if we are to remain
19 in practice so as to be able to continue representing other individuals in employment disputes.

20 38. I am informed and believe that the efforts of Plaintiff²s' Counsel have resulted
21 in substantial benefits to the settlement class, in the form of a significant settlement fund
22 established to compensate settlement class members for missed meal periods and rest breaks,
23 unpaid overtime, and other wage and hour violations noted above. I am informed and believe
24 that, without the efforts of Plaintiff²s' Counsel, the Labor Code and wage order violations
25 alleged in the complaint would have gone without remedy.

26 ATTORNEYS' FEES

27 39. Counsel seeks \$100,000.00, one-third of the Gross Settlement Value, in fees for
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1 the time spent litigating this matter. Our firm has made every effort to litigate this action in an
2 efficient and cost-effective manner. Our firm has spent approximately hours 128.5 on this matter,
3 and have been recently approved by the Los Angeles Superior Court and the California Central
4 District federal Court at a lodestar hourly billable rate of \$800.00 per hour ($128.5 \times 800 =$
5 \$102,800.00).

6 40. In summary form, counsel's many tasks included the following: pre-filing
7 investigation, legal research, and research of Defendants and their operations; communicating
8 with clients regarding their responsibility in bringing the action, the facts of their case, their
9 employment, their work environment, their documents and Defendants' policies and procedures;
10 drafting pleadings and notices; drafting communications with the LWDA; reviewing Plaintiffs'
11 and other aggrieved employees files and determining liability and evaluating claim and defense
12 strengths and weaknesses; legal research of case law and wage orders regarding applicable claims
13 and defenses; engaging in discovery; meeting and conferring over directly relevant informal
14 discovery; evaluating Defendants' policies; communicating with aggrieved employees;
15 determining case strategy; communicating with Defendants' Counsel; evaluating data provided in
16 informal discovery; calculating PAGA damages; engaging in law and motion practice; preparing
17 for and attending mediation; communicating with experts; negotiating settlement and settlement
18 documents; communicating with the administrator and responding to administrator's inquiries;
19 preparing the motion for approval of PAGA settlement and supporting documents. All of the
20 tasks and work performed were reasonable and necessary to the prosecution of this case and
21 justified, particularly in light of the result achieved.

22 41. I have reviewed the records in this matter and during the approximately one year
23 and nine months litigating this matter, my firm has spent approximately 128.5 hours on this
24 matter. Our unadjusted lodestar for the hours spent on this case amounts to approximately
25 \$102,800.00 ($128.5 \times 800 = \$102,800.00$). Given my experience and the focus of my practice, if
26 I were to charge for my type of work by the hour my rate would be \$800 per hour. A \$800 rate
27 is warranted based on my years of experience in a highly specialized area of law and is in line
28

1 with the Laffey Matrix. (See **Exhibit 4.**). Having reviewed numerous declarations in support
2 of fee applications in California Courts, I also have knowledge of hourly rates charged by
3 other attorneys practicing in the field of employment law in California. Based on that
4 information, I believe that my rate and the rates of the attorneys in my firm are fully consistent
5 with the market rate for attorneys with comparable expertise, experience and qualifications. Based
6 on the information I have, I believe that the rates of our firm are reasonable and appropriate
7 fees for Los Angeles attorneys with comparable expertise, experience, and qualifications.

8 ATTORNEYS' COSTS

9 42. As of the date of this declaration, my firm has incurred actual costs in the
10 amount of \$ 16,505.31 in this action. These costs were reasonable and necessary to prosecute
11 this case to a successful conclusion. The following is a breakdown of my firm's costs incurred
12 to date:

Cost Description	Amount
Court Costs and Filing Fees	\$1,595.00
Attorney Service / Runner Expenses	\$275.00
Court Communications	\$76.00
Mediation Fees (Todd Smith, Esq.)	\$10,000.00
Postage and Delivery	\$78.51
Reproduction and Copying Expenses	\$30.80
Expert Services	\$2,500.00
Translation Services	1,950.00
TOTAL:	\$16,505.31

22 43. The Settlement provides for reimbursement of reasonable litigation costs not to
23 exceed \$20,000.00. The costs of Class Counsel to date total \$16,505.31, which is much
24 lower than the capped amount under the Settlement.

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26 ///

