Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Helene Mayer (SBN 332975)
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MICHAEL TURINETTI, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

GEMOLOGICAL INSTITUTE OF AMERICA, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00036003-CU-OE-CTL

Honorable Loren Freestone
Department 903

CLASS ACTION

DECLARATION OF HELENE MAYER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Date:	April 3, 2026
Hearing Time:	10:30 a.m.
Department:	903
Complaint Filed:	August 18, 2023
FAC Filed:	August 14, 2025
Trial Date:	None Set

<u>DECLARATION OF HELENE MAYER</u>

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Michael Turinetti ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. Defendant is a nonprofit institute specializing in diamonds, gems and pearls, and operates laboratories, educational campuses, and research centers throughout California, including San Diego County, where Plaintiff worked. Plaintiff was employed by Defendant from May 2014 to approximately October 2021. Plaintiff alleges that the Class was denied legally compliant meal and rest periods, overtime compensation, and was not reimbursed for necessary business expenses. Throughout his employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among other documents, the "GIA Employee Handbook."

3. On June 14, 2023, Guadalupe Reyes provided written notice by certified mail to the LWDA and Defendant Gemological Institute of America, Inc. ("Defendant") of the specific provisions of the California Labor Code that were alleged to be violated ("Reyes PAGA Notice"). Aside from confirmation of receipt of the Reyes PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as "**EXHIBIT 1**" is a true and correct copy of the Reyes PAGA Notice.

4. On August 18, 2023, Guadalupe Reyes filed the Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, Et Seq. in the Superior Court for the County of San Diego, thereby commencing the above-captioned lawsuit.

5. On October 18, 2023, Defendant filed its Answer to Guadalupe Reyes' Complaint.

6. On August 5, 2024, the Parties at the time participated in a mediation session, which ultimately resulted in a mediator's proposal that the Parties accepted on September 6, 2024.

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7. The mediator's proposal was memorialized in the form of a Memorandum of Understanding, which was signed by Defendant, Mr. Reyes, and their respective counsel, on October 18, 2024.

8. On November 10, 2024, Guadalupe Reyes unexpectedly passed away. Class Counsel was informed of the death on or around November 19, 2024. On or around November 18, 2024, Plaintiff Michael Turinetti contacted Class Counsel.

9. The Parties then agreed to amend the Memorandum of Understanding to replace Guadalupe Reyes with Michael Turinetti as the Class Representative. The amended Memorandum of Understanding was signed by Defendant, Plaintiff, and their respective counsel on January 7, 2025. Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

10. On January 23, 2025, Class Counsel served Defendant and the LWDA with an Amended Notice of Violations to include Plaintiff Michael Turinetti as Plaintiff and PAGA representative. On August 14, 2025, Class Counsel filed the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), which named Michael Turinetti as Plaintiff.

INVESTIGATION OF FACTUAL AND LEGAL ISSUES

11. Months before filing the Action, Class Counsel began its pre-filing investigation into the complaints. Class Counsel's investigation started with several lengthy interviews with Guadalupe Reyes. As part of the interview process, Guadalupe produced documents related to his employment, including various written policies. At the conclusion of the interviews, Class Counsel determined that Guadalupe's complaints justified further inquiry.

12. Class Counsel subsequently requested Guadalupe's employee files from Defendant. In response, Defendant produced hundreds of pages of documents, including but not limited to, copies of Defendant's written policies and Guadalupe's signed onboarding documents. Class Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate Guadalupe's claims.

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13. Considering the many anticipated factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. In anticipation of mediation, Defendant produced time and payroll records, along with copies of applicable handbooks, policies, and agreements.

14. Class Counsel worked with a third-party data expert, CPAnalytics Inc., to evaluate and analyze Class Members' time and payroll records to assist in the development of various damage models. Among other things, Class Counsel's data expert estimated the number of meal and rest period violations, the amount of unpaid wages, and the amount of PAGA penalties.

15. In advance of mediation, Class Counsel created several damage models predicated on the analysis of the data provided by Defendant. Class Counsel's models calculated Defendant's potential liability exposure while accounting for the uncertainties of continued litigation. These damage models informed and guided Class Counsel during the mediated settlement discussions.

16. Following the unexpected death of Mr. Reyes, Class Counsel then conducted subsequent investigations into Plaintiff. Through these investigations, Class Counsel determined that Plaintiff suffered the same violations as those alleged by Mr. Reyes on behalf of the Class. Plaintiff was not added to the Action until his claims and damages were adequately analyzed and investigated, to ensure his suitability to represent the other Class Members.

17. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews, background investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Class Member's time and payroll records; (5) analyzing Defendant's labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which

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the Parties have agreed.

18. On August 5, 2024, the Parties conducted a full day of mediation with Daniel Turner, Esq.. Mediator Turner helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Mediator Turner's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluation of the damages. Though the mediation concluded without a settlement, the Parties continued settlement discussions via the mediator. Mediator Turner ultimately provided the Parties with a Mediator's proposal, which was accepted by the Parties on September 6, 2024. The complete and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

ARGUMENT

19. The Parties participated in mediation with mediator Daniel Turner. Mediator Turner managed the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig,* No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure that the proceedings were free of collusion and undue pressure.").) The Parties reached an agreement only after accepting the mediator's proposal.

20. Once the Parties accepted the mediator's proposal, the Parties engaged in negotiations regarding the written terms of the class action settlement. The Agreement is the final product of the mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

21. As set forth in greater detail above, Class Counsel conducted a very thorough investigation into the factual and legal issues in dispute. In addition to informal discovery, document review, data analysis and legal research, Class Counsel also researched similar wage and hour actions. Although no two cases are identical, this research provided Class Counsel with a

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marker to inform settlement discussions and, ultimately, to measure this settlement against. The investigation allowed Class Counsel to realistically assess the value of Plaintiff's claims and intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement now before the Court.

22. The Gross Settlement Amount of $1,975,000.00 is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Prior to mediation, Class Counsel worked with a third party to develop economic damage models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims* (excluding PAGA Penalties) was approximately $5,698,556.50 if successful at trial. Thus, the Gross Settlement Amount represents a recovery of approximately 35% of Defendant's realistic class-wide exposure – well within the recognized range of reasonableness. The following summarizes Defendant's liability exposure.

23. Plaintiff alleges that Defendant failed to provide compliant meal periods to Class Members throughout the Class Period. Specifically, Plaintiff argues that Defendant's understaffing and rigorous work requirements did not allow Class Members to regularly take the meal periods to which they were entitled. By way of example, Plaintiff alleged that the records produced by Defendant showed that over 83.86% of eligible shifts reflected a missed second meal period. Defendant maintained that it offered compliant meal periods, and that it had in place valid meal period waivers, including waivers under which Class Members waived their second meal period if certain conditions were met. The Parties disagree as to the validity of the meal period waivers. Defendant also claimed that establishing liability would require individualized inquiries not suitable for class wide adjudication. Taking Defendant's defenses into account, Plaintiff estimates Defendant's exposure for this claim to be approximately $251,744.22. This number was calculated by taking the total number of shifts for which a non-compliant break was recorded and multiplying this by the Class Members' average regular rate of pay. This number was then discounted by 10% to account for Defendant's defenses.

24. For the same reasons detailed above, Plaintiff also alleged that Defendant failed to provide compliant rest periods. Plaintiff alleges that rest breaks were often missed or were not duty-free due to Defendant's rigorous workload requirements and understaffing. Defendant failed to pay rest premiums to Class Members for their non-compliant rest periods during the Class Period. Defendant denies liability and asserts that it maintained legally compliant rest period policies and practices throughout the Class Period, and that employees were provided an opportunity to take legally compliant rest breaks. Moreover, Defendant contends that establishing Plaintiff's rest period claim would rely, almost entirely, on Class Member testimony, making it a riskier claim at class certification and liability stages. Certification likely would have required depositions of Class Members who provided declarations, and Defendant surely would have obtained opposing declarations stating either rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc*. (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that defendant may have an illegal, written rest break policy is insufficient for this Court to find that common issues predominate."). Taking into account Defendant's defenses, Plaintiff estimates Defendant's exposure for this claim to be approximately $999,355.00. This number was calculated by assuming that 25% of all shifts over 3.5 hours included at least one non-compliant rest period.

25. Plaintiff alleges that Defendant failed to pay Plaintiff and the Class Members for all time worked. Specifically, Plaintiff alleged that Defendant instructed him and the Class to record their scheduled hours rather than their actual time worked. Plaintiff alleges Defendant prohibited Class Members from clocking in before their scheduled shift times and likewise prohibited Class Members from clocking out after their scheduled shift times. Class Members were not always able to complete all required tasks during their scheduled shift and as a result, Class Members often worked several minutes more than their recorded shifts. Defendant denied liability and asserts that its timekeeping policies were compliant with California law. Defendant states that it required Plaintiff and the Class Members to accurately record all time worked. Moreover, Defendant argues that Plaintiff's claim for pre- and post-shift work was predominated by individual inquiries, thus making the claim not suitable for class treatment. Taking Defendant's defenses into account,

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Plaintiff estimates Defendant's exposure for this claim to be approximately $767,004.00. This number was calculated by assuming that each Class Member worked 15 minutes off-the-clock per workweek each workweek of the Class Period. That total was then discounted by 20% to account for Defendant's defenses.

26. Plaintiff also alleges that Defendant failed to furnish its employees with accurate itemized wage statements. Specifically, Plaintiff alleges that as a result of Defendant's failure to provide meal periods and failure to compensate employees for all time worked as required by the California Labor Code, Plaintiff and other Class Members are entitled to derivative wage statement penalties. (*See Naranjo v. Spectrum Security Services* (2022) 13 Cal.5th 93 (concluding that meal premiums are "wages" entitling employees to derivative wage statement penalties). Defendant argues that even if it failed to furnish accurate wage statements, Plaintiff cannot establish that its failure was knowing and intentional or that such failure resulted in actual harm to the Class Members. Indeed, Defendant insists that, to the extent any of its wage statements do not comply with the law, such wage statements were issued with good faith and full belief that they were compliant. Taking this into account, Plaintiff estimates Defendant's exposure for this claim to be approximately $1,923,600.00. This number was calculated by assuming each of the wage statements issued during the statutory period was non-compliant, and applying a 30% discount to account for Defendant's defenses.

27. Plaintiff also alleges that Defendant's Labor Code violations resulted in derivative liability for waiting time penalties. Defendant argues that Plaintiff cannot prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203. Additionally, for the reasons stated above, *Naranjo*, *supra*, 15 Cal.5th 1056, creates difficulty in Plaintiff succeeding in a purely derivative waiting time penalty claim. Moreover, even if liability is established, it is unclear at best whether Plaintiff could establish the actual harm component necessary for class-certification on the facial claim under Labor Code section 226(a). Taking this into account, Plaintiff estimated Defendant's exposure for this claim to be approximately $1,756,853.28. This number was calculated by assuming that each of the 369 separated employees were owed waiting time penalties for the full 30 days, and applying a 30% discount to account for Defendant's

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defenses.

28. Class Counsel's damage models also estimated Defendant's exposure for PAGA penalties. At the time of mediation, Plaintiff estimated Defendant's liability exposure for PAGA claims ranged between $159,815.00 and $6,392,600.00.

THE PROPOSED SETTLEMENT

29. Marked and attached as "EXHIBIT 1" to the Declaration of Shani O. Zakay is a true and correct copy of the Class Action and Private Attorneys General Act ("PAGA") Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Settlement of Class Action and Final Approval Hearing ("Class Settlement Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

30. The Settlement provides for a Gross Settlement Amount of $1,975,000.00 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: attorneys' fees of up to $691,250.00 (if the Gross Settlement Amount remains $1,975,000.00) and costs not to exceed $25,000.00 to Class Counsel ("Class Counsel Fees and Costs Award"), Service Award to Plaintiff of $2,500.00, Settlement Administration Costs to the Settlement Administrator not to exceed $12,500.00, and the PAGA Payment of $265,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Class Member is currently $978,750.00. Additionally, 25% of the PAGA Payment (i.e., PAGA Penalties), which is $66,250.00 out of $265,000.00, will be distributed to the Aggrieved Employees, for their respective portion of the PAGA Penalties. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

31. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 35% of the Gross Settlement Amount (i.e., $691,250.00, if the Gross

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Settlement Amount remains $1,975,000.00) and expenses and costs of not more than $25,000.00, which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 19 through 29, *infra*.

32. The Settlement Agreement provides for payment of up to $2,500.00 to Plaintiff as a Service Award, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive a Service Award, in addition to his individual settlement payment, for his services on behalf of the Class, Aggrieved Employees, and the State of California.

33. The Parties have agreed to retain Apex Class Action, LLC ("Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Apex Class Action, LLC to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with the Class Data, and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Class Payment") and each Aggrieved Employee's estimated *pro rata* share of the 25% portion of the PAGA Payment. The Settlement Administrator will be responsible for printing, distributing, and tracking Class Settlement Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to the State of California's Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee to whom the checks were issued, and other duties and responsibilities set forth to process the Settlement, and as

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requested by the Parties. Settlement Administration Costs are currently estimated not to exceed $12,500.00 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

34. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit that amount into the settlement fund in addition to the Gross Settlement Amount. Each Settlement Class Member's Individual Class Payment will be allocated 30% to wages and 70% to penalties and interest. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payments.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

35. **Ascertainability:** The proposed Class is defined as all persons who have been employed by Defendant as a non-exempt or hourly employee in the State of California at any time during the Class Period, which is August 18, 2019, through December 5, 2024, or if applicable, the Alternate End Date (i.e., the optional Class Period end date if the number of workweeks exceeds 150,662, which is the date that the Class Period reaches 150,662 workweeks).

36. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be approximately 973 individuals who worked an estimated total of 136,965 workweeks.

37. **Commonality:** Based on investigation and information discovered, Class Counsel believe that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's

recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in California during the relevant time period.

38. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a class action against his former employer. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the challenge and risk of participating in and maintaining this action, and he has not yet received any monetary benefit for his service to date. Plaintiff put his own interests aside and participated in this publicly filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

39. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. The firm has successfully litigated cases involving nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of

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business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements, PAGA claims, and sister statutes under federal law. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

40. Edwin Aiwazian is a Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

41. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He

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earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

42. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and She is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24,

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2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

43. I, Helene Mayer, am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from University of San Diego School of Law in 2020. I was admitted to practice law in California in 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal District Courts in the State of California. I have worked on wage-and-hour class action and PAGA representative cases, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked at law firms focused primarily on family law matters, including, *inter alia*, representing clients in divorce, parentage, child custody, and domestic violence restraining order proceedings, researching, and drafting pleadings, negotiating and finalizing marital settlement agreements, engaging in motion practice, and making court appearances.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

44. The effectiveness Lawyers *for* Justice, PC, JCL Law Firm, APC, and Zakay Law Group, APLC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other

similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

45. Class Counsel have litigated the case for over 2 years and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Daniel Turner, a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the this lawsuit and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about its ability to prevail on the merits, and Plaintiff and Class Counsel believed that they would be able to prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Participating Class Members, and of the Released PAGA Claims of Plaintiff and the State of California, with respect to aggrieved employees, against the Released Parties.

46. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the action for class certification and trial. Plaintiff conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of

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documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's and other Class Members' employment records, a detailed sampling of Class Members' time and pay data, Defendant's Employee Handbook, company policy acknowledgements, internal memoranda, Defendant's operations and employment practices, forms, procedures, and policies, among other information and documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation. Class Counsel drafted Plaintiff's pleadings and mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

47. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, state wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate, and reasonable.

48. Class Counsel is aware of the defenses and position of Defendant, but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

49. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that this lawsuit is appropriate for class treatment or representative adjudication for any purpose other

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than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a large volume of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at trial and/or appeals.

50. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 11th day of March 2026, at Mooresville, North Carolina.

Helene Mayer

Helene Mayer

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203