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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LILIANA GODINA, individually, and on
behalf of all persons similarly situated;

Plaintiffs,

vs.

KAISER FOUNDATION HOSPITALS, a
California non-profit corporation, and DOES
1 through 50, inclusive,

Defendants

Case No. 23STCV25366

*[Assigned for all purposes to Honorable David S.
Cunningham III, Dept. 11]*

CLASS ACTION

**DECLARATION OF HAIG B.
KAZANDJIAN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION**

Hearing Date: May 5, 2025

Time: 9:30 a.m.

Dept.: 11

Complaint Filed: October 17, 2023

Trial Date: None Set

DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF PLAINTIFFS'

MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I, Haig B. Kazandjian, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am Counsel for Plaintiffs herein and have personal knowledge of the facts thereto. If called as a witness, I could and would competently testify herein.

Qualifications of Class Counsel

2. I received my J.D. from Southwestern Law School in 2011.

3. In December 2011, I was admitted to the California Bar. In January 2012, I founded the Law Offices of Haig B. Kazandjian. In 2017, I founded Haig B. Kazandjian Lawyers APC, where I have been the principal and managing attorney. My law practice focuses on complex cases involving labor and employment, as well as mass tort claims. Currently I am the attorney of record in several employment-related wage and hour putative class actions and PAGA representative actions.

4. I am well-experienced in wage-and-hour class action litigation as well as PAGA litigation. As class counsel, I have been granted final approval of many wage-and-hour class actions and PAGA representative action. I have acted as lead class counsel on the following class and PAGA cases, which gained final approval by the court: (1) Kalbaklian et al. v. PSI Services LLC (BC637011 – Judge Freeman); (2) Hackett et al. v. Hotei Marketing (BC639589 – Judge Palazuelos); (3) Shamiryan et al. v. Codemetro (BC683326 – Judge Buckley) (4) Gutierrez et al. v. Foremost Foods Corp. (BC706453 – Judge Mooney); (5) Salinas et al. v. True World Foods Los Angeles (18STCV01288– Judge Nelson); (6) Estrada v. TT Fremont Holding, Inc. (19CHCV00193 – Judge Sandvig); (7) Visket v. LA Solar Group Inc (LS030122 – Judge Cotton); (8) Nicholas v. Rockstar Beverage Corp. (19STCV18234 – Judge Court); (9) Glassel v. Toscanova (20VECV00755 – Judge Keeny); (10) Beltran v. Vista Del Mar Child and Family Services (20SMCV01926 – Judge Karlan); (11) Arceo v. Volcano Grill, Inc. (19BBCV00473 – Judge Kralik); (12) Gonzalez-Arellano v. Starchild Interventions (21STCV10947); (13) Ba v. Advantage Gold LLC (20SMCV01687 – Judge Epstein); (14) Godinez v. The Natures Bounty Co. (20CHCV00263- Judge Sandvig); (15) Martinez v. Alfred Club, LLC (19STCV44314- Judge Jones); (16) Cam Luu, et al. v. PMI Management, LLC (21STCV11962) – Judge Leis); (17) Alexandre Passos, et al. v. Beaumont Management Co. Inc., et al. (20VECV00962 – Judge Fahey); (18) Gerardo Linares, et al. v. Adept Fasteners, Inc. (21CHCV00181- Judge Pfahler); (19) Lisa Clark, et al. v. Allstate Investment Group, Inc. (21SMCV00632 - Judge Zukin); (20) Mariam Davtyan, et al. v. IN2VISION Programs, LLC (21NWCV00175- Judge Bernal); (21) Erik Lopez, ett al. v. The Switch Enterprises, LLC (21BBCV00710 - Judge Hofer); (22) Arin Shipley, et al. Robsag Inc., et al. (20GDCV00578 -

Judge Leis) (23) Aivazian v Lakeside Medical Group (BC701224-Judge Nelson); (24) Gragoosian v. Volt Management Corporation (20STCV28854- Judge Fruin); (25) Ramirez v. Melrose Gardens LA, LLC (21STCV05842- Judge Tamzarian); (26) Gutierrez v Buca, Inc. (19BBCV01008- Judge Kralik); (27) Gonzalez v 4 Over, LLC, et al. (18STCV01287 – Judge Riff).; (28) Smith v Velocity Aerospace Group, Inc. (20STCV03159 Judge Palazuelos); and (29) Landeros v Gardner Management, Ltd. (20STCV03151 Judge Palazuelos); (30) Bustamante v Calwest Refrigeration, Inc. (CIVSB2119755 Judge Cohn); (31) Baez v Centinela Skilled Nursing & Wellness Centre, East, LLC (21TRCV00270 Judge Tanaka); (32) Hill v. Prime Healthcare Centinela, LLC (20TRCV00071- Judge Tanaka); (33) Kim v. Hi-Temp Metals, Inc. (21CHCV00176 Judge Pfahler).; (34) Passos v Beaumont Management Co., Inc. (20VECV00962- Judge Fahey); (35) Traub v Roll Up Doors, Inc. (21PSCV00705 – Judge Falls); (36) Rhyoo v. Loan depot (VECV01419 – Judge Cotton); (37) Keraachi v Net2Source Inc (21GDCV01171 – Judge Hofer); (38) Scarpati v Consejosano, Inc. (22BBCV00003 – Judge Kralik); (39) Chenault v. Los Angeles Collective, LLC (21STCV43550 Judge Meiers); (40) Mosley v Tender Home Health (21CHCV00773 Judge Sandvig); (41) Cummings v. A Community of Friends (21STCV09262 -Judge Landin); (42) Davtyan v. In2Vision Programs, Inc. (21NWCV00175 - Judge Bernal); (43) Garcia v Alyn Industries, Inc. (21VECV00671 – Judge Watkins); (44) Borillo v S&F Management Company, Inc. (21SMCV01370 Judge Mandel); (45) Panosian v. 5905 AHK, LLC (21VECV00401 Judge Salkin); (46) Medina v. Caden (19VECV00781 Judge Virginia Keeny); (47) Lopez-Casillas v. PHC Service Co. (21STCV08874 Judge Stephen I. Goorvitch); (48) Banks v. Carter Saco Logistics (21CHCV00399 Judge Stephen P. Phahler); (49) Gamil v. 444-448 W. Windsor, LLC, (22GDCV00100 - Judge David A. Rosen); (50) Mota v. Mt. Olive, (22PSCV00154- Judge Sirna Savatore); (51) Reed v Williams-Sonoma Stores, Inc. (CGC- 22-598118- Judge Ulmer); (52) Ruvalcaba v. Amphenol Corp., (22NWCV00167, Judge Tsao); (53) Sanchez v. Volt Management, (22TRCV00125, Judge Tanaka); (54) Mkhitarian v. Bank of the West, (BC691989 – Judge Freeman); (55) Davis v. Greenbox Loans, Inc. (23STCV03314, Judge Fruin); (56) Vigne v. Payboxt LLC, (23VECV02108, Judge Cotton); (57) Luu v. JV Property

Management & Brokerage, Inc., (22CHCV00766, Judge Sandvig); (58) Zuniga v. Norman Krieger Inc., (23LBCV00094, Judge Kim); (59) Ortiz v Ashley Furniture, (CIVDS2012912/CIVDS2012912, Judge Morgan); (60) Gonzalez v Costco Wholesale., (22AHCV00255, Judge Moses); (61) Navarrete v Sunline Transit, (CVRI2103875, Judge Hopp); (62) Murphy v Fusion Learning (2:21-cv-06732-JAK-AS, Judge Kronstadt); (63) Ratliff v Wayfinder Family Services (23STCV15669, Judge Takasugi); (64) King v RADC Enterprises, Inc. (CIVSB2221711, Judge Ortiz); (65) Villegas v Medical Solutions, LLC (CIVSB2307691, Judge Ortiz); (66) Chandra v Le Zinc Bar;(22STCV09367, Judge Kuhl); (67) McGuirre v Fight Club New York LLC; (23STCV27019, Judge Lu) (68) Sosa v Elwood Staffing Services; (23TRCV01299, Judge Frank) (69) Luu v PMI Management LLC; (21STCV11962, Judge Meiers) (70) Rico v IWH: Worley Group Inc.; (22AHCV00040 , Judge Crowfoot); (71) Vasquez v New School; (21STCV13381, Judge Dillon); (72) Davis. V Greenbox Loans; (23STCV03314, Judge Fruin); and (73)Galvan v Cerida (21CV384527- Judge Zayner).

5. On October 17, 2023, Plaintiff Liliana Godina filed a class action lawsuit in Los Angeles Superior Court (Case No. 23STCV25366) on behalf of herself and a putative class of all current and former hourly-paid or non-exempt employees who have been employed by Defendants within the State of California at any time during the period from four years prior to the filing of this Complaint to final judgment. On February 28, 2024, Plaintiff filed the operative First Amended Complaint.

6. On August 12, 2024, the Parties participated in full-day mediation with David A. Rotman, Esq., an experienced mediator of wage and hour class actions. Mr. Rotman helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. With Mr. Rotman's guidance, the Parties were eventually able to negotiate a complete settlement of Plaintiffs' claims.

7. Prior to mediation, Nordrehaug Bhowmik De Blouw Llp (BNBD) and I entered into discussions which resulted in an agreement to act as co-counsel for the collective benefit of potential class members. Plaintiffs' Counsel then entered into a joint written prosecution

1 agreement with Plaintiffs which calls for and discloses in writing a 40/60 split between counsel.

2 8. Over the course of this Action, Plaintiffs' Counsel conducted a thorough
3 investigation into, and evaluation of, the merits of the potential claims and defenses. Plaintiffs'
4 Counsel focused their investigation and legal research on the underlying merits of Class
5 Members' claims, the damages to which they were entitled, and the propriety of class
6 certification.

7 9. I have determined that the terms set forth in this Settlement Agreement are fair,
8 adequate and reasonable, and in the best interests of the Class Members. Having carefully
9 weighed all these considerations, at the time the Settlement was reached, I was satisfied that
10 the proposed Settlement was in the best interests of the Class. Further, the proposed settlement
11 did not involve the presence of a governmental participant.

12 10. The ongoing work in litigating the claims in this case has been extensive, and
13 ultimately successful, in achieving a substantial settlement resolution.

14 11. I will continue to work on this case for several more months at a minimum. As
15 Class Counsel, along with co-counsel, I anticipate spending significant time on this case
16 attending the Final Approval hearing, and answering Settlement Class Member questions,
17 communicating with the Settlement Administrator, and communicating with Defendant as
18 necessary regarding any settlement administration issues that may arise.

19 12. This matter has required my firm to expend substantial time that could have
20 been spent on other fee-generating matters. We took this matter on a pure contingency basis,
21 expending this effort without any guarantee of recovery. At various times, the litigation has
22 consumed a significant percentage of my time, my attorney colleagues' time, and my staff's
23 time.

24 13. My firm undertook representation of Plaintiffs in this action without any
25 assurance of payment for its services, litigating the case on a wholly contingent basis in the
26 face of significant risk. Class cases of this type are, by their very nature, complicated and time-
27 consuming. Any lawyer undertaking representation of large numbers of affected employees in
28 class actions inevitably must be prepared to make a tremendous investment of time, energy,

1 and resources. Sometimes these cases result in a recovery for the class, and sometimes they do
2 not, in which case we are paid nothing for our time and costs incurred.

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

5 Executed this 13th day of January, 2025 at Glendale, California

6 */s/ Haig B. Kazandjian*

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8 Haig B. Kazandjian, Esq.
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