

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
David Keledjian (SBN 309135)
d.keledjian@d.law
David Arakelyan (SBN 337076)
d.arakelyan@d.law
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff ANDREW TREJO BACA, on behalf of himself
and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

ANDREW TREJO BACA;
CHRISTOPHER FRANCESCHI, on
behalf of themselves and all others
similarly situated, and the general public,

Plaintiffs,

v.

AIRPORT APPLIANCE, INC., a
California corporation; AIRPORT HOME
APPLIANCE, a business entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23CV421926

[Assigned for all purposes to the Hon.
Theodore C. Zayner, Dept. 19]

**DECLARATION OF DAVID KELEDJIAN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF THE
CLASS ACTION SETTLEMENT**

Date: July 30, 2025
Time: 1:30 p.m.
Dept.: 19

DECLARATION OF DAVID KELEDJIAN

I, David Keledjian, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I am a senior counsel at D.Law, Inc., and attorney of record for Plaintiff ANDREW TREJO BACA (“Plaintiff” or “Class Representative”) on behalf of similarly situated employees of Defendant AIRPORT APPLIANCE, INC. (“Defendant”). I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them

2. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I have represented Plaintiff and the putative Class since the inception of this matter. I submit this Declaration in support of the Motion for Preliminary Approval, filed by Plaintiffs BACA and FRANCESCHI, on behalf of themselves and other similarly situated employees of Defendant, and without opposition from Defendant, for preliminary approval of the parties' Class Action Settlement Agreement ("Settlement Agreement" or "Settlement").

QUALIFICATIONS AND ADEQUACY OF CLASS COUNSEL

3. D.Law, Inc. is well qualified because of our experience, knowledge, and resources to act as counsel and represent Plaintiff and the putative class in this action. My practice is exclusively focused on employment matters, with a substantial percentage devoted to litigating wage, hour, and working-conditions violations on a class-wide basis.

4. I received my Bachelor of Arts in Economics from the California State University of Fullerton in 2011. I then earned my Juris Doctorate from the Trinity Law School in May of 2015. Upon graduating from law school, I have exclusively focused my practice on representing employees including in wage-and-hour class actions.

5. During my career, I have represented employees in wage-and-hour class action lawsuits as lead or co-lead counsel, and I have obtained six and seven figure settlements against a range of defendants. These cases have involved the gamut of wage-and-hour claims, including

1 claims for failure to pay minimum wages, unpaid wages and overtime, failure to provide meal
2 breaks, inaccurate pay statements, failure to reimburse necessary business expenses, and failure to
3 pay timely wages - similar to claims at issue in the present matter.

4 6. I am experienced in prosecuting employment matters, particularly class actions. In
5 addition to the present case, I am also class counsel for dozens of other putative wage-and-hour
6 class-action lawsuits pending in various state and federal jurisdictions throughout California.

7 7. My extensive experience in litigating employment wage and hour matters has been
8 integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and
9 generally negotiating fair and reasonable class action settlements. Practice in the narrow field of
10 wage and hour litigation requires skill and knowledge concerning the constantly evolving
11 substantive law (state and federal), as well as the procedural law of class action litigation. In this
12 action, I am fully equipped to use the skills and knowledge I have developed. Therefore, on the
13 account of my resources, experience, and knowledge, I am well qualified to act as Class Counsel
14 and represent Plaintiff and the putative Class Members in this action.

15 8. I recently successfully certified a case and when necessary, my firm and I pursue cases
16 on appeal. Owing to my experience, I am well qualified to evaluate the class claims in this action,
17 to evaluate settlement v. trial and defenses raised.

18 9. For purposes of this motion, the “Class” or “Class Members” consist of all persons
19 who worked for Defendant as non-exempt employees in the State of California at any time from
20 September 19, 2019, through November 22, 2024. I do not believe that I have any conflicts of
21 interest with the Class or with the Class Representatives. I am not related to the Class
22 Representatives. I have not previously represented the Defendant in any matter. I respectfully
23 submit that I, and D.Law, Inc. are well suited to act as Class Counsel in this action, and we have
24 and will continue to vigorously represent the interests of the Class Members.

25 **PROCEDURAL HISTORY**

26 10. On September 5, 2023, Plaintiff BACA filed a class action in Santa Clara Superior
27 Court complaint against Defendant alleging several causes of action. Subsequently, on November
28 9, 2023, Plaintiff BACA filed the First Amended Complaint, adding a single cause of action

1 under the Private Attorneys General Act (“PAGA”).

2 11. Prior to mediation, D.Law, Inc. executed a Joint Prosecution Agreement (“JPA”) with
3 Bartz Law Group, APC and United Employees Law Group, PC, to jointly prosecute the class
4 action case filed by Plaintiff BACA and the class action case filed by Plaintiff FRANCESCHI
5 (*Christopher Franceschi v. Airport Appliance, Inc.*, Alameda County Case No. 23CV044613.)

6 12. On September 25, 2024, the parties mediated this case with the Honorable Brian C.
7 Walsh (Ret.), who is also a respected and highly experienced mediator in wage and hour class
8 actions. During mediation, Plaintiffs and Defendant’s counsel discussed all aspects of the case,
9 including the risks of litigation and the risks to both parties of proceeding with a motion for class
10 certification as well as the law relating to unpaid wages, meal periods, rest periods, unreimbursed
11 expenses, and final pay. As a result of the mediation, the parties agreed to settle the lawsuit
12 according to the terms set forth in the Settlement Agreement, attached hereto as **Exhibit A** to the
13 Declaration of Aaron Bartz.

14 13. The operative Second Amended Complaint, filed on behalf of Plaintiffs BACA and
15 FRANCESCHI, and all others similarly situated, and the general public, on December 19, 2024,
16 presently asserts nine causes of action for (1) Violation of Business & Professions Code § 17200
17 *et seq.* (2) Violation of Labor Code §§ 204, 510, 1194, and 1198; (3) Violation of Labor Code §§
18 200, *et seq.*; (4) Failure to Pay Meal and Rest Break Premiums at the Proper Regular Rates of Pay
19 (Labor Code § 226.7); (5) Failure to Provide & Maintain Accurate Wage Statements Pursuant to
20 Labor Code § 226; (6) Failure to Provide Meal Periods (Labor Code § 226.7); (7) Failure to
21 Provide Rest Periods (Labor Code § 226.7); (8) Failure to Reimburse Expenses (Labor Code §
22 2802); and (9) Violation of Labor Code §§ 2698 – 2699 (PAGA).

23 14. Plaintiff contends that Defendant failed to pay Settlement Class Members all wages due
24 and owing, including by requiring off the clock work, failing to properly calculate and pay meal
25 and rest break premiums, failing to provide meal and rest breaks, failing to timely pay wages
26 including final wages, and failing to reimburse necessary business expenses.

27 ///

28 ///

INVESTIGATION AND DISCOVERY

15. I have participated in all discovery, mediation and negotiations since the inception of Plaintiff's case. Before filing the lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between Class Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. After conducting their initial investigation, Class Counsel determined that Plaintiff's claims were well-suited for class action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated group of employees.

16. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing a sampling of time and pay records as well as employment handbooks, Plaintiff's personnel files, relevant policies and other documentation; (3) researching the applicable law and potential defenses; (4) reviewing information provided by Defendant at the mediation; and (5) negotiating and finalizing the Settlement Agreement and related documents. The Class enumerated in this action is ascertainable because the Class Members may be readily identified by reference to Defendant's records. Defendant has agreed to share the information from these records with the Settlement Administrator in order to identify and contact the Class Members. I understand there are approximately 555 total Class Members.

17. Defendant, for its part, vigorously contests liability, the amount of claimed damages, and the propriety of class certification. After Class Counsel analyzed the relevant documents and other gathered data, Class Counsel believed that this case was appropriate for resolution via mediation. Given the high level of risk present for both sides, the parties elected to mediate Plaintiff's claims and explore the possibility of settlement.

18. From Class Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and Class Counsel's own prior litigation experience, Class Counsel believes that the recovery for each class member is fair and reasonable taking into

1 consideration the amounts received in other wage and hour class actions, the risks inherent in
2 litigation of this genre, and the reasonable tailoring of each Class Member's claim to the
3 settlement award he or she will receive. Further, and based on the settlement negotiations, which
4 were extensive and conducted in good faith and at arm's length between attorneys with
5 substantial experience litigating class actions and wage and hour cases, the Settlement Agreement
6 was the product of a non-collusive settlement process in which the parties were forced to make
7 significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

8 **THE STRENGTH OF PLAINTIFFS' CASE**
9 **IN LIGHT OF THE SETTLEMENT AMOUNT**

10 19. Because the class consists of numerous employees, it was unlikely that the potential
11 monetary claims of individual Class Members would have proved viable without the class-action
12 mechanism. The Settlement Agreement should be approved in light of two California appellate
13 decisions: *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 and *Kullar v.*
14 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

15 20. The strength of the Plaintiffs' case in light of the settlement amount is deemed by
16 courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175
17 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiffs allege in their Second Amended Complaint
18 ("SAC") that Defendant failed pay Class Members all wages due and owing, including by failing
19 to properly calculate and pay meal and rest break premiums. Plaintiff further alleges that
20 Defendant failed to provide proper meal and rest breaks or provide premium pay in lieu thereof,
21 failed to timely pay wages including final wages, and failed to reimburse necessary business in
22 expenses violation of California law. Plaintiff also seeks related violations of California's
23 Business & Professions Code.

24 21. Plaintiff conducted discovery and investigated each of the claims they alleged.
25 Specifically, Defendant produced the following: (a) the version of Defendant's employee
26 handbook in effect during the Class Period; (b) all versions of Defendant's policies and
27 procedures pertaining to minimum wages, overtime, meal breaks, and rest breaks, which were in
28 effect during the Class Period; (c) Plaintiff's personnel files; (d) Plaintiff's timekeeping and

1 payroll records; (e) a sampling of the Class Members' timekeeping and payroll records; and (f)
2 information on the class demographics including the total number of Class Members during the
3 Class Period, total number of current employees, average hourly rate of pay, and total number of
4 workweeks worked during the Class Period.

5 22. However, taking into account the difficulties of proof, the Defendant's defenses, and
6 other attendant risks, Plaintiff estimates that the total amount of damages, monetary penalties, or
7 other relief that the class could reasonably expect to be awarded at trial is significantly less than
8 the maximum exposure.

9 **THE RISK, EXPENSE, AND LIKELY DURATION OF FURTHER LITIGATION,**

10 **AS WELL AS THE RISK OF MAINTAINING CLASS ACTION**

11 **STATUS THROUGH TRIAL**

12 23. The next *Clark/Kullar* factors recognize that settlements take into consideration the
13 risks and expenses posed by further litigation and, in the class-action context, the risk of non-
14 certification. Consequently, it is proper that trial courts should keep these considerations in mind
15 when judging the adequacy of class action settlements.

16 24. Further litigation of this case posed real risks for a number of reasons. First, there were
17 the risks of unfavorable rulings on the merits of the various indeterminate legal issues outlined in
18 the previous section. In that section, it was observed that almost every cause of action was subject
19 to some unique indeterminacy of its own, and that the derivative causes of action were thus
20 subject to a double indeterminacy, both their own and those of the causes of action on which they
21 were based.

22 25. The parties disputed the effect of these and other issues on class certification and
23 decertification. Class Counsel maintains that there were several legal and factual questions at
24 issue in the case that could best be decided on a class wide basis. Class Counsel contends that the
25 same policies and practices applied to all Class Members and therefore common questions
26 obtained and were likely to predominate over individual inquiries. Defendants disputed these
27 contentions. Defendants also argues that its policies were compliant with the law, while Plaintiffs
28 disputed that the policies were lawful, and argues the lawfulness of such policies would give rise

1 to common questions amenable to certification. Thus, the parties had set positions on the
2 propriety of certifiability and liability that did not admit of an easy resolution.

3 26. Finally, it is always preferable to reach a relatively early resolution of a dispute
4 because, in addition to what has already been said, such resolutions save time and money that
5 would otherwise go to litigation. In light of the risk and expense of the lawsuit proceeding to trial
6 there was a need to resolve this matter soon than later. Most cases settle sooner or later. If this
7 case settled after further litigation, the settlement amount would have taken into account the
8 additional costs incurred, and there might have been less available for Class Members after all
9 was said and done. This is not just an abstract contention. The parties were moving into the phase
10 of this litigation where they would have had to depose a number of people such as managers,
11 supervisors, and employees in order to establish liability for trial. Discovery disputes would have
12 been in the offing. The parties were also aware that a class action trial would be a complicated
13 and expensive proceeding as it would have required the retention of expensive expert witnesses,
14 the accrual of extensive litigation costs, and the parties would have had to spend a substantial
15 amount of time on preparing the case for trial. Then there was also the likelihood of a long,
16 drawn-out appeals process. In contrast, the settlement provides real benefits for Class Members in
17 the immediate future. The benefits are not insignificant for anyone, especially given the current
18 economic climate. Consequently, the risk and expense of further litigation outweighed any benefit
19 that might have been gained otherwise.

20 **REQUEST FOR ATTORNEYS' FEES**

21 27. Under the Settlement, Class Counsel also requests, without opposition from Defendant,
22 an award of Attorneys Fees and Costs consisting of: (1) Six Hundred and Thirty Thousand
23 Dollars and Zero Cents (\$630,000.00) and (2) actual reasonable litigation costs in an amount not
24 to exceed Thirty Thousand Dollars (\$30,000.00) for reimbursement of Class Counsel's costs. This
25 request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work
26 they have put into this case and, moreover, the risk they assumed by taking it in the first place.
27 The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work
28 that they have already done and for all the work they will continue to do in carrying out and

1 overseeing the notification to Class Members, communicating with Class Members regarding
2 their claims, and assisting in the administration of the settlement if it is preliminarily approved.

3 28. Class Counsel took this case on a contingent-fee basis against a business represented
4 by a reputable defense firm. When we take contingent cases, we must pay careful attention to the
5 economics involved or one bad case can destroy years of work. Accordingly, when we take
6 contingency cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal
7 hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the
8 number of hours in a day is limited. Because of this, when we take on one particular matter, we
9 are unable to take on other matters. When Class Counsel became involved in this case, we
10 realized the time commitment that it would entail and we were forced to turn down matters that
11 we otherwise should have been able to handle. In sum, this case claimed a significant portion of
12 Class Counsel's time and attention throughout its pendency.

13 29. The requested fee is reasonable for the services provided to Class Members and for the
14 benefits they are to receive. Indeed, even with a modest multiplier under the lodestar theory, *see*
15 *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997, Class Counsel's fees would
16 still be justified. Here, the lodestar may exceed the requested fees. Class Counsel will more fully
17 brief the Court on its lodestar in the motion for final approval.

18 **ENHANCEMENT TO PLAINTIFFS AS CLASS REPRESENTATIVES**

19 30. Plaintiffs herein is entitled to reasonable service payment for their efforts and initiative
20 in bringing and helping to prosecute this action. Plaintiffs spent a considerable amount of time
21 better apprising themselves of their rights, deciding whether remedial action should be taken, how
22 it should be taken, searching for attorneys, and finally contacting Class Counsel, who spent many
23 hours with Plaintiffs discussing the case and the law. In the end, Plaintiffs decided to vindicate
24 not only his own rights but also those of their co-workers by filing a class action lawsuit.

25 31. The courage it took to stand up to Defendant by filing and litigating this action in this
26 way should not be underestimated. By suing Defendant, Plaintiffs increased their risk of
27 retaliation by prospective employers. Plaintiffs' lawsuit has now required Defendant to expend
28 considerable resources, and Plaintiffs justifiably fear the fact that they served as class

1 representatives in a wage and hour class action will not be lost on a prospective employer who
2 has to choose between an applicant who has never sued a prior employer and one who has.
3 Plaintiffs contend this risk is particularly real in the information age, where employers can, more
4 easily than ever, perform background checks of prospective employees, sometimes with the
5 stroke of a key. It is common for employers to screen employee candidates to determine whether
6 they have ever filed suit, and employee candidates who might be branded “litigious” are likely to
7 be screened out of the process. In fact, an entire industry has developed for providing employers
8 with background information on employee candidates.

9 32. But Plaintiffs did not allow his fear of the potential repercussions of being class
10 representatives to deter them from acting for the benefit of Class Members. To the contrary,
11 Plaintiffs have been intimately involved in this case since its inception. They have devoted a
12 substantial amount of time to helping Class Counsel effectively develop and prosecute this action
13 at every stage of the litigation. Both before and after the filing of this lawsuit, Plaintiffs conferred
14 with Class Counsel on numerous occasions to discuss every aspect of their case. Plaintiffs
15 provided Class Counsel with information about Defendant and about the industry generally,
16 reviewed documents, consulted Class Counsel throughout the litigation repeatedly and at length,
17 participated in the mediation process, monitored the progress of the litigation with Class Counsel,
18 and reviewed and signed the Settlement Agreement.

19 33. Plaintiffs have spent a significant amount of time with Class Counsel detailing his
20 knowledge of Defendant’s practices and helping Class Counsel with the prosecution of this
21 action. They have diligently, adequately, and fairly represented Class Members, and have not
22 placed her interests above any member of the putative class. The payment to Plaintiffs are
23 intended to recognize their time and effort on behalf of the Class. The amount requested is fair
24 and appropriate based on his contribution and involvement. For example, Plaintiffs instigated the
25 lawsuit by bringing these violations to the attention of Class Counsel. They spent several hours
26 answering questions and providing information to Class Counsel throughout the pendency of this
27 action. They explained to Class Counsel day to day business practices of Defendant with regard
28 to work schedules and meal breaks, etc. The parties are in agreement that Plaintiffs are entitled to

1 an enhancement for his time and effort in this matter. This sort of payment to a class
2 representative has been a common feature of settlements negotiated by Class Counsel and has
3 been routinely approved by trial courts.

4 34. In light of the foregoing, Class Counsel believes that a Class Representative
5 Enhancement payment to Plaintiff FRANCESCHI in the amount of Fifteen Thousand Dollars
6 (\$15,000.00) and to Plaintiff BACA in the amount of Ten Thousand Dollars (\$10,000.00) is fair
7 and reasonable. These amounts are a far cry from the \$50,000 of enhancement awards to the two
8 named plaintiffs approved by the trial court in *Clark*. See *Clark, supra*, 175 Cal.App.4th at 807.
9 Although Class Counsel appreciate that the Court has a duty to ensure that class representatives
10 are not overcompensated at the expense of the class, modest incentive awards in employment
11 class actions, such as the ones here, are necessary not only to compensate class representatives for
12 the time they spend in the case, but also, and more importantly, to encourage aggrieved
13 employees to challenge questionable employment practices notwithstanding the very real
14 consequences they may face.

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

17 Executed this 28th day of February 2025, at Glendale, California.

18
19 /s/ David Keledjian

20 _____
David Keledjian
21
22
23
24
25
26
27
28