

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
TALIA LUX (SBN 336074)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff Carol Martinez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

LETICIA HAYNES, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

TOWER WAV LLC, a California limited
liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CGC-22-603761

CLASS ACTION

**DECLARATION OF DOUGLAS HAN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE**

Complaint Filed: December 30, 2022
FAC Filed: June 23, 2025
Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, **DOUGLAS HAN**, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of California. I am the founding member of Justice Law Corporation. I am the attorney of record for Plaintiff Carol Martinez and the Class in the instant action. Wilshire Law Firm and The Nourmand Law Firm, APC are the attorneys of record for Plaintiffs Leticia Haynes, Ezell Young, Deborah Hooker, Robert White, Frederick Howard, Angel Howard, and David Villatoro and the Class in the instant action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. In May 2004, I graduated from Pepperdine University School of Law with a Juris Doctor degree. In May 2001, I obtained a Bachelor of Science degree in Political Science with a minor in English from University of Houston.

3. Since its inception, our firm has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, unfair business practices or consumer fraud. Our firm has successfully litigated to conclusion over three hundred (300) wage-and-hour class or representative actions. Currently, we are the attorneys of record in over a dozen employment-related putative class actions in both state and federal courts in California. During this time, in association with other law firms, we have obtained millions of dollars on behalf of thousands of individuals in California.

4. Attached hereto as **Exhibit 1** is a list of some of the class action and representative matters for which Class Counsel have been appointed to serve as Class Counsel that were granted final approval.

5. Our firm also has appellate experience that resulted in the following cases being published that defined and clarified wage and hour law: (a) *Oswald v. Murray Plumbing & Heating Corp.* (2022) 82 Cal.App.5th 938; (b) *Garner v. Inter-State Oil Co.* (2020) 52 Cal.App.5th 619; (c) *Brooks v. AmeriHome Mortgage Co., LLC* (2020) 47 Cal.App.5th 624; (d) *Nieto v. Fresno Beverage Company, Inc.* (2019) 33 Cal.App.5th 274; and (e) *Esparza v. KSI Industries, L. P.* (2017) 13 Cal.App.5th 1228.

6. Shunt Tatavos-Gharajeh is a Partner at my office. Shunt received his undergraduate degree from University of California, Los Angeles and earned a Juris Doctor degree from Southwestern University School of Law. Shunt was admitted to practice in the State of California in December 2010. Shunt is admitted to practice in all state and federal courts in the State of California. The focus of Shunt's practice is class action wage-and-hour law. Shunt has worked on multiple class action cases and representative actions that have been granted approval, including *Keles v. The Art of Shaving – FL, LLC*, Alameda County Superior Court, Case No. RG13687151; *Esters v. HDB LTD. Limited Partnership*, Kern County Superior Court, Case No. S-1500-CV-279879; *Guzman v. International City Mortgage, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1502516; *Davidson v. Lentz Construction General Engineering Contractor*, Kern County Superior Court, Case No. S-1500-CV-279853; *Betancourt v. Hugo Boss USA, Inc.*, Los Angeles County Superior Court, Case No. BC506988; *Porras v. DBI Beverage, Inc.*, Santa Clara County Superior Court, Case No. 1-14-CV-266154; *Hartzell v. Truitt Oilfield Maintenance Corporation*, Kern County Superior Court, Case No. S-1500-CV-283011; *Navarro-Salas v. Markstein Beverage Co.*, Sacramento County Superior Court, Case No. 34-2015-00174957-CU-OE-GDS; *White v. Pilot Travel Centers, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2013-0009098; *McKinnon v. Renovate America, Inc., et al.*, San Diego County Superior Court, Case No. 37-2015-00038150-CU-OE-CTL; *Antoine v. Riverstone Residential CA, Inc.*, Sacramento County Superior Court, Case No. 34-2013-00155974-CU-OE-GDS; *Pina v. Zim Industries, Inc.*, Kern County Superior Court, Case No. S-1500-CV-284498; *Amaya v. Certified Payment Processing*, Sacramento County Superior Court, Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol Production Supply, Inc.*, Kern County Superior Court, Case No. BCV-15-101092; *Ceron v. Hydro Resources-West, Inc.*, Kern County Superior Court, Case No. BCV-15-101461; *Chavana v. Golden Empire Equipment, Inc.*, Kern County Superior Court, Case No. BCV-16-102796; *De La Torre v. Acuity Brands Lighting, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1601800; *Dobbs v. Wood Group PSN, Inc.*, Kern County Superior Court, Case No. BCV-16-101078; *Gonzalez v. Matagrano, Inc.*, San Francisco County Superior Court, Case No. CGC-16-550494; *Harbabikian v. Williston Financial*

1 *Group, LLC*, Ventura County Superior Court, Case No. 56-2016-004485186-CU-OE-
2 VTA; *Prince v. Ponder Environmental Services, Inc.*, Kern County Superior Court, Case No.
3 BCV-16-100784; *Ramirez v. Crestwood Operations, LLC*, Kern County Superior Court, Case
4 No. BCV-17-100503; *Reyes v. Halliburton Energy Services, Inc.*, Kern County Superior Court,
5 Case No. S-1500-CV-280215; *Rodriguez v. B&L Casing Serve, LLC*, Kern County Superior
6 Court, Case No. S-1500-CV-282709; *Marketstar Wage and Hour Cases*, Alameda County
7 Superior Court, Case No. JCCP004820; *Rodriguez v. Delta Sierra Beverage, LLC*, Sacramento
8 County Superior Court, Case No. 34-2017-00206727-CU-OE-GDS; *Stuck v. Jerry Melton & Sons*
9 *Construction, Inc.*, Kern County Superior Court, Case No. BCV-16-101516; *Blevins v. California*
10 *Commercial Solar, Inc.*, Kern County Superior Case, No. BCV-17-100571; *Cisneros v. Wilbur-*
11 *Ellis Company, LLC*, Kern County Superior Court, Case No. BCV-17-102836; and *Castro v.*
12 *General Production Service of California, Inc.*, Kern County Superior Court, Case No. BCV-15-
13 101164. Shunt was also certified as class counsel in *Fulmer v. Golden State Drilling, Inc.*, Kern
14 County Superior Court, Case No. S-1500-CV-279707; *Manas v. Kenai Drilling Limited*, Los
15 Angeles County Superior Court, Case No. BC546330; *Nuncio v. MMI Services, Inc.*, Kern County
16 Superior Court, Case No. S-1500-CV-282534; and *Ferrer v. Ameriflex, Inc.*, Riverside County
17 Superior Court, Case No. RIC2002157, cases that were certified after a contested class
18 certification. Shunt is currently working on several wages-and-hour and PAGA matters across the
19 State of California.

20 7. Talía Lux is an Associate Attorney at my office. Talía received her
21 undergraduate degree in 2017 from the University of California, Santa Barbara, with a Global and
22 International Studies B.A. and a double minor in French and Professional Writing. Talía earned
23 her Juris Doctor degree in 2020 from Pepperdine University School of Law. Talía is admitted to
24 practice law in the State of California since January 2021 and is presently admitted to practice in
25 all state courts of the State of California, including the Northern, Eastern, Southern, and Central
26 District courts in the State of California. Talía's practice focuses on wage-and-hour class action
27 and representative PAGA matters. Since joining Justice Law Corporation, Talía has worked on
28 several wage-and-hour class action and representative PAGA matters that have been granted

1 approval, including *Fenton v. Pratt Corrugated Holdings, Inc, et al.*, San Joaquin County
2 Superior Court, Case No. STK-CV-UOE-2019-14494; *Lee v. Aquamor, LLC*, Riverside County
3 Superior Court, Case No. CVRI2305592; *Saechao v. Capital Post Acute, LLC, et al.*, Sacramento
4 County Superior Court, Case No. 24CV011825; *Barcenas v. The Garmon Corporation*, Riverside
5 County Superior Court, Case No. CVRI2306594; *Ahmad v. Belami, Inc.*, Sacramento County
6 Superior Court, Case No 24CV009564; *Barcenas v. The Garman Corporation*, Riverside County
7 Superior Court, Case No. CVRI2306594; *Aruta v. Ajinomoto Foods North America, Inc.*, San
8 Bernardino County Superior Court, Case No. CIVSB2226091; *Cisneros v. Artesia Christian*
9 *Home, Inc.*, Los Angeles County Superior Court, Case No. 24STCV17443; *Miller v. Falcon*
10 *Critical Care Transport*, Sacramento County Superior Court, Case No. 24CV013125; *Urango v.*
11 *Illumina, Inc.*, San Mateo County Superior Court, Case No. 21-CIV-00127; *Venable v. Hardwood*
12 *Creations, Inc dba HCI*, San Bernardino County Superior Court, Case No. CIVSB2309538;
13 *Barnes v. Grgich Hills Cellar*, Napa County Superior Court, Case No. 24CV001786; and *Ferrer*
14 *v. Ameriflex, Inc.*, Riverside County Superior Court Case No. RIC2002157. Talia also worked on
15 several cases on appeal, including *Ahlmann v. Forwardline Financial, LLC et al.*, Los Angeles
16 County Superior Court, Case No. 19VECV01352 (Second Appellate District Court of Appeal No.
17 B304367); *Brooks v. Amerihome Mortgage Company, LLC*, Ventura County Superior Court,
18 Case No. 56-2019-00524903-CU-OE-VTA (Second Appellate District Court of Appeal
19 No. B313818); *Alcaraz, et al, v. DMW Industries, Inc.*, Kern County Superior Court, Case No.
20 BCV-15-100055-SDS (Fifth Appellate District Court of Appeal No. F082417); *Oswald v. Murray*
21 *Plumbing and Heating Corporation, et al.*, Los Angeles County Superior Court, Case No.
22 20CMCV00328 (Second Appellate District Court of Appeal No. B312736); *LaCasse v. USANA*
23 *Health Sciences, Inc.*, Sacramento County Superior Court, Case No. 34-2020-00278413-CU-OE-
24 GDS (Third Appellate District Court of Appeal No. C094406); and *Young v. Axos Financial, Inc.*,
25 San Diego County Superior Court, Case No. 37-2021-00019535-CU-OE-CTL (Fourth Appellate
26 District Court of Appeal No. D080970). Talia is currently working on several wages-and-hour
27 and PAGA matters across the State of California, including *Hernandez v. Delta Star, Inc.*, San
28 Mateo County Superior Court, Case No. 22-CIV-04380; *Magallon v. RBC Bearings*

1 *Incorporated, et al.*, Los Angeles County Superior Court, Case No. 23STCV25524; *Sanchez v.*
2 *Southwest Wine & Spirits, LLC dba Wally's Wine & Spirits*, Los Angeles County Superior Court,
3 Case No. 24STCV27821; *L'Ecluse v. Electronic Waveform Lab, Inc.*, Orange County Superior
4 Court, Case No. 30-2024-01417578-CU-OE-CXC; *Macias v. First Technology Federal Credit*
5 *Union d/b/a First Tech Federal Credit Union*, Santa Clara County Superior Court, Case No. 37-
6 2023-00041533-CU-OE-CTL; *Patterson v. Pandor Irvine, LLC, et al.*, Orange County Superior
7 Court, Case No. 30-2024-01424770-CU-OE-CXC; *Dennis v. Eastman Chemical Company*, Los
8 Angeles County Superior Court, Case No. 23STCV06112; *Lacy v Fisher Executive Protection*
9 *LLC*, Alameda County Superior Court, Case No. 24CV075959; and *Cross v. Balanced Body Inc.*,
10 Sacramento County Superior Court, Case No. 25CV026549.

11 8. This case involves all persons currently or formerly employed by
12 Defendant Tower Wav, LLC ("Defendant") or its wholly-owned subsidiary, Tower EV, LLC, as
13 hourly-paid, non-exempt employees within the State of California during the period from
14 December 30, 2020, through October 14, 2024 ("Class," "Class Members," and "Class Period").

15 9. On December 30, 2022, Plaintiff Haynes filed a class action complaint
16 alleging Defendant: (a) failed to pay minimum and straight time wages; (b) failed to pay overtime
17 wages; (c) failed to provide meal periods; (d) failed to authorize and permit rest periods; (e) failed
18 to timely pay final wages at termination; (f) failed to provide accurate itemized wage statements;
19 (g) failed to indemnify employees for expenditures; (h) made unlawful deductions from wages;
20 and (i) violated Business and Professions Code section 17200 (Case No. CGC-22-603761).

21 10. On August 9, 2023, Plaintiff Martinez filed a putative wage and hour class
22 action in San Francisco Superior Court alleging the same labor court violations (Case No. CGC-
23 23-608253).

24 11. On February 8, 2024, Plaintiff Villatoro filed a putative class action in Los
25 Angeles Superior Court against Defendant alleging the same labor court violations (Case No.
26 24STCV03367).

27 ///

28 ///

1 12. After submitting written notices and notifying the California Labor and
2 Workforce Development Agency (“LWDA”) and Defendant that Plaintiffs intended to proceed
3 with a representative action under the Private Attorneys General Act of 2004 (“PAGA”), Plaintiff
4 Hooker filed a PAGA enforcement action in San Francisco Superior Court on October 30, 2023
5 (Case No. CGC-23-610064). Thereafter, Plaintiff Haynes and Plaintiff Young filed a PAGA
6 enforcement action in San Francisco Superior Court on November 17, 2023 (Case No. CGC-23-
7 610504), alleging claims for penalties pursuant to Labor Code section 2699.

8 13. On February 14, 2025, the Parties participated in an all-day mediation
9 presided over by mediator Tagore Subramaniam. With the help of Mr. Subramaniam, the Parties
10 were able to reach an agreement on general settlement terms that same day.

11 14. Defendant generally and specifically denies any and all liability or
12 wrongdoing of any sort regarding any of the claims alleged, makes no concessions or admissions
13 of liability, and contends that for any purpose other than settlement, the matter is not appropriate
14 for class or representative treatment. Defendant asserts several defenses against the claims and
15 has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in this
16 matter.

17 15. After initiating this lawsuit, the Parties engaged in discovery. The Parties
18 propounded form interrogatories, special interrogatories, requests for admission, and requests
19 for production of documents. Thereafter, the Parties met and conferred and agreed to engage in
20 the informal exchange of information and then eventually attended mediation.

21 16. Defendant produced several documents relating to its policies, practices,
22 and procedures regarding reimbursement of business expenses, paying hourly-paid and non-
23 exempt employees for all hours worked, and meal and rest breaks. Class Counsel reviewed time
24 records, pay records, and information relating to the size and scope of the Class, as well as data
25 permitting Class Counsel to understand the number of workweeks and pay periods within the
26 Class Period. Putative class members were also located and interviewed to attain a better
27 understanding of the extent and frequency of the alleged day-to-day violations.

28 ///

1 17. The Parties agree that the above-described investigation and evaluation, as
2 well as the information exchanged during the settlement negotiations, are more than sufficient to
3 assess the merits of the positions and to compromise the issues on a fair and equitable basis.

4 18. The Parties attended mediation with an experienced mediator. During the
5 mediation, the Parties discussed the risks of continued litigation, certification, and merits of the
6 claims versus the benefits of settlement. Under the auspices of the mediator, the Parties reached
7 a settlement, the terms were memorialized in the Class Action and PAGA Settlement Agreement
8 (“Settlement Agreement,” “Settlement,” or “Agreement”).

9 19. The Parties agreed (subject to the Court’s approval) this action be settled
10 and compromised for the non-reversionary total sum of \$1,000,000 (“Gross Settlement
11 Amount”), less a \$120,000 credit for Pick Up Stix settlement payments made to one hundred sixty
12 (160) Class Members, which includes: (a) Class Counsel Fees Payment up to \$333,333.33 (1/3
13 of the Gross Settlement Amount) to Class Counsel; (b) Class Counsel Litigation Expenses
14 Payment up to \$50,000 for reimbursement of litigation costs and expenses to Class Counsel; (c)
15 Class Representative Service Payments up to \$5,000 to each Plaintiff; (d) Administration
16 Expenses Payment up to \$31,000 to the Administrator; and (e) PAGA Penalties up to \$50,000 to
17 the LWDA and Aggrieved Employees.

18 20. The settlement was reached because of arm’s-length negotiations. Though
19 cordial and professional, the settlement negotiations have always been adversarial and non-
20 collusive in nature. At the mediation, the Parties’ counsel conducted arm’s-length settlement
21 negotiations until an agreement was ultimately reached after mediation.

22 21. Plaintiffs and Class Counsel recognize the expense and length of additional
23 proceedings necessary to continue the litigation through trial and any possible appeals. Plaintiffs
24 and Class Counsel considered the uncertainty and risk of further litigation, potential outcome, and
25 difficulties and delays inherent in such litigation. Pursuant to this, Plaintiffs and Class Counsel
26 conducted settlement negotiations, including formal discovery and mediation. Based on the
27 foregoing, Plaintiffs and Class Counsel believe that the settlement is a fair, adequate, and
28 reasonable settlement and is in the best interests of the Class Members.

1 22. The Parties investigated and evaluated the strengths and weaknesses of the
2 claims and defenses before reaching the settlement and engaged in research and discovery to
3 support the settlement. The settlement was only possible following investigation and evaluation
4 of the relevant policies and practices, as well as the data produced, permitting Class Counsel to
5 engage in a comprehensive analysis of liability and potential damages. This case has reached the
6 stage where the Parties understand “the strength of the case; the reasonableness of the settlement
7 in light of the attendant risks of litigation, and in light of the best possible recovery” sufficient to
8 support the reasonableness, adequacy, and fairness of the settlement. (*Boyd v. Bechtel Corp.*
9 (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

10 23. The claims are predicated on the alleged: (a) failure to pay overtime wages;
11 (b) failure to pay minimum wages; (c) failure to provide meal and rest breaks and pay applicable
12 premium wages; (d) failure to timely pay wages; (e) failure to issue compliant wage statements;
13 (f) failure to reimburse business expenses; and (g) violation of PAGA.

14 24. Defendant vehemently denies the theories of liability. Defendant contends
15 that: (a) all meal and rest breaks were provided in compliance with the law; (b) all wages were
16 paid; (c) all wages were timely paid; (d) wage statements were provided in compliance with the
17 law; and (e) all business expenses were reimbursed. Defendant further contends that any mistakes
18 made (which it denies) were honest rather than willful. Finally, Defendant argues that if litigation
19 were to continue, it feels confident that it would prevail.

20 25. The Settlement Agreement is the product of serious, informed, non-
21 collusive negotiations, has no obvious defects, does not grant preferential treatment to Plaintiffs
22 or segments of the Class, and falls within the range of fair and reasonable settlements. I believe
23 that this non-reversionary settlement is in the best interests of the Class as fair, reasonable, and
24 adequate. I recommend the approval of the Settlement Agreement.

25 ///

26 ///

27 ///

1 26. The Class Counsel Fees Payment is fair, reasonable, and adequate to
2 compensate Class Counsel for the work that they put into this case and the risk that they assumed
3 by taking it in the first place. The Class Counsel Fees Payment is also intended to reimburse Class
4 Counsel for all uncompensated work that they have done and for all the work that they will
5 continue to do following preliminary approval.

6 27. I am aware that the common and acceptable rate for contingency
7 representation in wage-and-hour class action litigation is normally forty percent (40%) before
8 trial, with the range being from thirty-three and one-third percent (33.3%) to fifty percent (50%).

9 28. Class Counsel took this case on a contingent fee basis against a business
10 represented by a reputable defense firm. When taking these cases, Class Counsel anticipate that
11 they shall, if successful, receive a fee that exceeds our normal hourly rate, otherwise the risk is
12 too great. When Class Counsel became involved in this case, they realized the time commitment
13 that it would entail and were forced to turn down other matters.

14 29. The Class Counsel Fees Payment is reasonable for the services provided to
15 the Class Members and for the benefits that they will receive. A full lodestar analysis justifying
16 the Class Counsel Fees Payment will be provided at the Final Approval Hearing. Moreover, an
17 itemized detail of the costs incurred to date and estimated future costs in support of the Class
18 Counsel Litigation Expenses Payment will be provided at the Final Approval Hearing.

19 30. Class Counsel have no actual or potential conflicts of interest with the
20 Class or Administrator.

21 ///

22 ///

23 ///

31. On December 5, 2024, the Parties entered a Fee and Cost Sharing Agreement. Under the Fee and Cost Sharing Agreement, the Parties agreed to split the Class Counsel Fees Payment as follows: thirty percent (30%) to Justice Law Corporation, sixty percent (60%) to Wilshire Law Firm, and ten percent (10%) to The Nourmand Law Firm, APC. Attached hereto as **Exhibit 2** is a true and correct copy of the signed Fee and Cost Sharing Agreement.

I declare that under the penalty of perjury under the laws of California the foregoing is true and correct. Executed on the 24th of July 2026 at Pasadena, California.

D. Han

Douglas Han

EXHIBIT 1

Cases	Court	Case Number	Judge
Rodney Hoffman v. Blattner Energy Inc.	United States District Court of California Central District	ED CV 14-2195-DMG (DTBx)	Dolly Gee
Nabor Navarro v. Trans-West Intermodal, Inc.	San Bernardino County Superior Court	CIVDS1700850	Brian McCarville
Caryn Rafferty et al. v. Academy Mortgage Corporation	Sacramento County Superior Court	34-2016-00191285-CU-OE-GDS	David Brown
Carrie Baker v. Central Coast Home Health	San Luis Obispo County Superior Court	17CV-0219	Tana Coates
Jamar Farmer v. Cooks Collision, Inc.	Napa County Superior Court	17CV000969	Diane Price
Ricardo Ortega et al. v. Nestle Waters North America, Inc.	Los Angeles County Superior Court	BC623610	Carolyn Kuhl
Landon Fulmer, Jr. et al. v. Golden State Drilling, Inc.	Kern County Superior Court	S-1500-CV0279707-SDS	Stephen Schuett
Carlos McCollum et al. v. Delta Tech Service, Inc.	Solano County Superior Court	FCS049504	Scott Daniels
Carl Morel et al. v. Aseptic Solutions USA Ventures, LLC	Riverside County Superior Court	RIC1711383	Craig Riemer
Genio Chuen v. 911 Mobile Mechanic, LLC	Orange County Superior Court	30-2017-00943421-CU-OE-CXC	Glenda Sanders
Elbern Gentry v. Eugene Burger Management Corporation	Sacramento County Superior Court	34-2015-00182515-CU-OE-GDS	David Brown
Maurice Bunche et al. v. Mettler-Toledo Rainin, LLC	Alameda County Superior Court	RG18899279	Winifred Smith
Carlos Koreisz et al. v. On Q Financial, Inc	Ventura County Superior Court	56-2018-00511 126-CU-OE-VTA	Mark Borrell
Jason Manas et al. v. Kenai Drilling Limited	Los Angeles County Superior Court	BC546330	Daniel Buckley
Michelle Xiong et al. v. Hilltop Ranch, Inc.	Merced County Superior Court	18CV-01340	Brian McCabe
Karen Morgan v. Childtime Childcare, Inc.	United States District Court of California Central District	8:17-cv-01641 AG (KESx)	Andrew Guilford
Daniel Flores v. Wilmar Oils & Fats (Stockton), LLC	San Joaquin County Superior Court	STK-CV-UOE-2018-0012758	Barbara Kronlund
Jordan Dahlberg et al. v. Fresno Beverage Company dba Valley Wide Beverage	Tulare County Superior Court	VCU279083	Bret Hillman
Jorge Proctor v. Helena Agri Enterprises, LLC	San Diego County Superior Court	37-2018-00057894-CU-OE-CTL	Joel Wohlfeil
Christine Arman v. Circor Aerospace, Inc.	Riverside County Superior Court	RIC1613578	Sunshine Sykes
Anthony Nuncio et al. v. MMI Services, Inc.	Kern County Superior Court	S-1500-CV-282534	David R. Lampe
Mario R. Guerrero et al. v. Plaza Home Mortgage, Inc.	Imperial County Superior Court	ECU001150	L. Brooks Anderholt
Mansour Nije v. Lucira Health, Inc. f/k/a Diassess, Inc.	Alameda County Superior Court	RG20055890	Julia A. Spain
Patricia Alcantar et al v. Bay Equity, LLC	Marin County Superior Court	CIV1903376	James Chou
Efrain Perez v. Freedom Medical, Inc.	San Bernardino County Superior Court	CIVDS1903517	Bryan F. Foster
Beverly Saolom v. Pulmonox Corporation	San Mateo County Superior Court	19-CIV-05070	Nancy Fineman
Matthew Tucker v. BYD Coach & Bus, LLC	Los Angeles County Superior Court	BC698921	Amy Hogue
Jose Duval v. Dawson Oil Company	Sacramento County Superior Court	34-2020-00276862-CU-OE-GDS	Shama H. Mesiwala
Steven DelCorso v. Westland Technologies, Inc.	Stanislaus County Superior Court	CV-20-002807	John R. Mayne
Priscilla Ramirez v. Amphastar Pharmaceuticals, Inc.	San Bernardino County Superior Court	CIVDSZO11327	David Cohn
Jose Zuniga v. Central Valley Concrete, Inc.	Merced County Superior Court	20CV-00490	Brian McCabe
Robert Enriquez v. MCE Corporation	Contra Costa County Superior Court	MSC20-01744	Edward Weil
Amanda Cunningham v. Cottonwood H.C., Inc. dba Cottonwood Post-Acute Rehab	Yolo County Superior Court	CV2021-1375	Daniel M. Wolk
Nguyen Ngo, et al. v. Medimpact Healthcare Systems, Inc.	San Diego County Superior Court	37-2020-00015657-CU-OE-CTL	Keri Katz
Steven Jefferson v. McCormack Baron Management, Inc.	San Francisco County Superior Court	CGC-20-588162	Richard B. Ulmer Jr.
Allen Morgan v. Wehah Farm, Inc dba Lundberg Family Farms	Butte County Superior Court	20CV02554	Stephen E. Benson
Earl Rhodes, et al. v. Cavotec Dabico US Inc., et al.	Orange County Superior Court	30-2021-01177305-CU-OE-CXC	Peter Wilson
Alexandra Pelgrift v. The 21st Amendment Brewery Cafe	San Francisco County Superior Court	CGC-20-585227	Ethan P. Schulman
Beverly Salom, et al. v. Lumentum Operations LLC, et al.	Santa Clara County Superior Court	19CV354198	Sunil R. Kulkarni
Leroy Rost v. Lehigh Hanson, Inc. et al.	San Luis Obispo County Superior Court	20CV-0225	Tana L. Coates
Suleni Itzep, et al. v. Axonics Modulation Technologies, Inc.	Orange County Superior Court	30-2020-01140962-CU-OE-CXC	Lon F. Hurwitz
Earl Gandionco v. Allergan, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2022-0003077	Robert T. Waters
Kris Brehm, et al. v. Platinum Living Services, Inc. dba Oakwood Village	Placer County Superior Court	S-CV-0046296 (Consolidated with S-CV-0046676)	Michael Jones
Jarid Gomez, et al. v. Parker-Hannifin Corporation	Ventura County Superior Court	56-2022-00563952-CU-OE-VTA	Benjamin Coats
Ana Vargas, et al. v. Spates Fabricators, Inc.	Riverside County Superior Court	CVRI2100462	Harold W. Hopp
Jacob Blea v. Pacific Groservice Inc., et al.	Santa Clara County Superior Court	20CV275150	Sunil R. Kulkarni
Anthony Penca v. Sierra Nevada Brewing Co.	Butte County Superior Court	21CV02883	Tamara L. Mosbarger
Armoni Lloyd v. National Warehouse Management, LLC	Kern County Superior Court	BCV-22-102213	David R. Zulfa
Edgar Mata, et al. v. Day-Lee Foods Inc.	Los Angeles County Superior Court	20STCV21663	Kenneth R. Freeman
Samyra McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods, et al.	Alameda County Superior Court	22CV005647	Evelio Grillo
Sarah Chasen, et al. v. Alliance Building Services, LLC (WA)	King County Superior Court	24-2-02041-1	Cindi Port
Joshua King v. Beacon Sales Acquisition, Inc. (WA)	King County Superior Court	22-2-14226-0 SEA	Marshall L. Ferguson

EXHIBIT 2

*MARTINEZ V. TOWER WAV LLC; HAYNES V. TOWER WAV LLC; AND
VILLATORO V. TOWER WAV LLC*
FEE AND COST SHARING AGREEMENT

This Fee and Cost Sharing Agreement (“Agreement”) is entered into November 20, 2024 (the “Effective Date”) between and among the following parties:

Justice Law Corporation (“JLC”), Wilshire Law Firm (“Wilshire”), The Nourmand Law Firm, APC (“Nourmand”) (hereinafter collectively referred to as “Attorneys”).

Recitals

A. JLC has been retained to represent Carol Martinez in a putative class action entitled *Martinez v. Tower WAV LLC*, San Francisco County Superior Court Case No. CGC-23-608253. Wilshire has been retained to represent Leticia Haynes in a putative class action entitled *Haynes v. Tower WAV LLC*, San Francisco County Superior Court Case No. CGC-22-603761. Nourmand has been retained to represent David Villatoro in a putative class action entitled *Villatoro v. Tower WAV LLC*, Los Angeles County Superior Court Case No. 24STCV03367 (hereinafter referred to as the “Martinez Action”, the “Haynes Action”, the “Villatoro Action” and collectively as the “Actions”).

B. Attorneys and their respective clients shall endeavor to ensure a cooperative relationship between the parties and counsel to protect the orderly mediation of their respective cases to protect the interests of the class. Clients and Attorneys shall not place their personal or pecuniary or financial interests above those of the class as a whole.

C. To foster a cooperative atmosphere to protect the interests of the class, Attorneys intend to enter into a binding agreement that provides for a fair and orderly division of any attorneys’ fees and costs awarded by the Court in connection with any settlement reached at a mediation of the Actions. Each Attorney agrees that the division of attorneys’ fees set forth in this Agreement is fair and reasonable in light of the hours worked and respective contributions of the Attorneys.

D. JLC, Wilshire, and Nourmand will be responsible for paying the costs on their respective Action as set forth herein and will provide proof of expenses as requested on a reasonable basis. At the appropriate time, the parties will submit their respective costs incurred.

E. Attorneys acknowledge that this agreement pertains to their respective efforts concerning the above-named Actions. Nothing in this agreement is intended to create a formal relationship, beyond what is stated herein, between the various Attorneys or their firms. Attorneys acknowledge that each of their firms handles various other litigation matters, and that attorneys will not and are not expected to share confidential information pertaining to any other matter.

Terms of Agreement

1. Client Consent

Attorneys intend this Agreement to comply with California Rules of Professional Conduct 2-200(A). Concurrently with the execution of this Agreement, JLC, Wilshire, and Nourmand will provide each other with their client’s written consent as to this Agreement, in the form attached hereto as “**Exhibit A**”.

2. Division of Fees and Costs

JLC, Wilshire, and Nourmand agree to equally divide the cost of mediation.

In preparation for a mediation, Wilshire will prepare the initial draft of the mediation brief. In the event a settlement is reached at mediation or within a reasonable period thereafter (mediator's proposal), Attorneys anticipate filing one motion for attorneys' fees, plus a cost award. JLC will prepare the initial draft settlement agreement and prepare and file the motions for preliminary approval and final approval, which may include submitting declarations, billing and cost records, and other evidence in support of said motions. If the Court requests a lodestar fee application, JLC, Wilshire, and Nourmand will each provide all hours and costs they expended on their respective Action.

The amount actually awarded by the Court in attorneys' fees shall be referred to as the "Fee Award." Attorneys each understand that the Court may order a Fee Award that is less than the amount ultimately requested, and that the Court may utilize various formulas to arrive at a Fee Award, adjusting the hours, rates, or award to one attorney or another. Nevertheless, regardless of the amount of the Fee Award, or the manner in which the Court calculates attorneys' fees, Attorneys shall direct Defendant to pay the Fee Award as follows:

<u>Attorney</u>	<u>Percentage of Fee Award</u>
JLC	30%
Wilshire	60%
Nourmand	10%

Attorneys agree to direct Defendant and/or a Settlement Administrator to pay the Fee Award in a manner that is consistent with this paragraph.

The amount actually awarded by the Court in litigation costs shall be referred to as the "Cost Award." Attorneys each understand that the Court may order a Cost Award that is less than the amount requested by Attorneys, and Attorneys intend to apportion this risk as detailed herein.

Attorneys agree to direct Defendant and/or a Settlement Administrator to pay the Cost Award in a manner that is consistent with this paragraph.

Attorneys agree that this Agreement only applies to a Fee Award and/or Cost Award stemming from a settlement reached at mediation. If no settlement is reached at a mediation or shortly thereafter, this Agreement shall be null and void.

3. Cooperation

Each Attorney agrees to execute all documents, make all appearances, and do all things necessary to obtain Court approval of any settlement reached at mediation. It is agreed that all attorneys will work cooperatively at a mediation.

4. Governing Law

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

5. Integration

This Agreement constitutes the entire agreement between Attorneys concerning the subject matter hereof. This Agreement may not be modified except by a writing duly executed by all Attorneys and their respective clients.

6. Superseding Agreement

This Agreement shall supersede all other agreements entered into by the Attorneys concerning these Actions.

7. Arbitration of Disputes.

Any dispute regarding this Agreement shall be submitted to binding arbitration in Los Angeles County, California, pursuant to the rules of the American Arbitration Association. The parties agree to use the services of Judicate West Santa Ana office to administer any arbitration proceeding but the proceedings will be governed by the American Arbitration Association Commercial Arbitration Rules.

8. Attorney's Fees and Costs

In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

9. Ambiguities

Each Attorney has participated in the negotiation and drafting of this Agreement. Accordingly, the rule of contract interpretation that ambiguities are construed against the drafting party shall not apply to this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

WILSHIRE LAW FIRM



John Yslas, Esq.

JUSTICE LAW CORPORATION



Douglas Han, Esq.

THE NOURMAND LAW FIRM, APC

Michael Nourmand, Esq.

5. Integration

This Agreement constitutes the entire agreement between Attorneys concerning the subject matter hereof. This Agreement may not be modified except by a writing duly executed by all Attorneys and their respective clients.

6. Superseding Agreement

This Agreement shall supersede all other agreements entered into by the Attorneys concerning these Actions.

7. Arbitration of Disputes.

Any dispute regarding this Agreement shall be submitted to binding arbitration in Los Angeles County, California, pursuant to the rules of the American Arbitration Association. The parties agree to use the services of Judicate West Santa Ana office to administer any arbitration proceeding but the proceedings will be governed by the American Arbitration Association Commercial Arbitration Rules.

8. Attorney's Fees and Costs

In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

9. Ambiguities

Each Attorney has participated in the negotiation and drafting of this Agreement. Accordingly, the rule of contract interpretation that ambiguities are construed against the drafting party shall not apply to this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

WILSHIRE LAW FIRM

John Yslas, Esq.

JUSTICE LAW CORPORATION

Douglas Han, Esq.

THE NOURMAND LAW FIRM, APC

Michael Nourmand

December 4, 2024

Michael Nourmand, Esq.

EXHIBIT A TO “FEE AND COST SHARING AGREEMENT”

Client Consent Pursuant to California Rules of Professional Conduct 2-200(A)

I, Carol Martinez, state as follows:

1. I have read and been provided a copy of the Fee and Cost Sharing Agreement and

I have been advised in writing that my attorney, Justice Law Corporation, has entered into a “Fee and Cost Sharing Agreement” with Wilshire Law Firm and The Nourmand Law Firm, APC regarding my putative class action in the matter of *Martinez v. Tower WAV LLC*. I understand that, if a settlement is reached at mediation, my attorneys will divide the award of attorneys’ fees awarded by the Court(s) as follows:

<u>Attorney</u>	<u>Percentage of Fee Award</u>
Justice Law Corporation	30%
Wilshire Law Firm	60%
The Nourmand Law Firm, APC	10%

2. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division fully.

3. I hereby consent to the proposed fee division.

Date: 12/04/2024



Carol Martinez

EXHIBIT B TO “FEE AND COST SHARING AGREEMENT”

Client Consent Pursuant to California Rules of Professional Conduct 2-200(A)

I, Leticia Haynes, state as follows:

1. I have read and been provided a copy of the Fee and Cost Sharing Agreement and

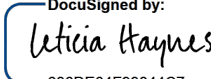
I have been advised in writing that my attorney, Wilshire Law Firm, has entered into a “Fee and Cost Sharing Agreement” with Justice Law Corporation and The Nourmand Law Firm, APC regarding my putative class action in the matter of *Haynes v. Tower WAV LLC*. I understand that, if a settlement is reached at mediation, my attorneys will divide the award of attorneys’ fees awarded by the Court(s) as follows:

<u>Attorney</u>	<u>Percentage of Fee Award</u>
Justice Law Corporation	30%
Wilshire Law Firm	60%
The Nourmand Law Firm, APC	10%

2. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division fully.

3. I hereby consent to the proposed fee division.

Date: 12/5/2024

DocuSigned by:

686DE64F99844C7...

Leticia Haynes

EXHIBIT C TO “FEE AND COST SHARING AGREEMENT”

Client Consent Pursuant to California Rules of Professional Conduct 2-200(A)

I, David Villatoro, state as follows:

1. I have read and been provided a copy of the Fee and Cost Sharing Agreement and

I have been advised in writing that my attorney, The Nourmand Law Firm, APC, has entered into a “Fee and Cost Sharing Agreement” with Wilshire Law Firm and Justice Law Corporation regarding my putative class action in the matter of *Villatoro v. Tower WAV LLC*. I understand that, if a settlement is reached at mediation, my attorneys will divide the award of attorneys’ fees awarded by the Court(s) as follows:

<u>Attorney</u>	<u>Percentage of Fee Award</u>
Justice Law Corporation	30%
Wilshire Law Firm	60%
The Nourmand Law Firm, APC	10%

2. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division fully.

3. I hereby consent to the proposed fee division.

Date: 12/04/2024



David Villatoro