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Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SISILIA LEALAO, an individual; on behalf of
herself and all others similarly situated and the
general public,

Plaintiffs,

v.

U.S. AVIATION SERVICES CORP., a Nevada
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 24STCV03049

**Assigned to All Purposes to:
Hon. Lawrence P. Riff
Dept. SSC-7**

**DECLARATION OF JONATHAN
MELMED IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

**Date: May 5, 2025
Time: 9:00 AM
Dept.: SSC-7**

1 I, Jonathan Melmed, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am counsel for
3 Plaintiff Brandon Rivas (“Plaintiff”), and the Putative Class. As such, I am familiar with the file in this
4 matter and if called as a witness I could and would competently testify to the following facts of my
5 own personal knowledge.

6 2. I have no knowledge of the existence of any conflicting interests between my firm and
7 any of its attorneys and our co-counsel on the one hand, and Plaintiff or any of the Putative Class, on
8 the other. I submit this Declaration in support of the concurrently filed Motion for Preliminary
9 Approval of Class Action Settlement (the “Motion”), which seeks approval of the Class Action and
10 PAGA Settlement Agreement and Class Notice (the “Settlement Agreement” or “Settlement”) entered
11 into between Plaintiffs Sisilia Lealao, Brandon Rivas and Bryan Ragone, on behalf of the Putative
12 Class, and Defendant U.S. Aviation Services Corp. (“Defendant”) (collectively, the “Parties”).

13 3. The Settlement Agreement seeks to fully release and discharge Defendant from the
14 claims brought against it in this matter in exchange for Defendant’s agreement to pay \$705,000.00 on
15 a non-reversionary, non-claims made basis (each Settlement Class Member will receive his/her share
16 of the Net Settlement Amount without having to submit a claim form or taking action, except for those
17 who opt-out). Plaintiffs seek to represent a class of similarly situated non-exempt employees directly
18 employed by Defendant at any time from January 24, 2020 through November 1, 2024 (the “Class
19 Period”).

20 **The Experience and View of Class Counsel**

21 4. In 2007, I received a B.A. from New York University, in New York, New York. In
22 2012, I received a J.D. from Loyola Law School, Los Angeles. I became a member of the Bar of the
23 State of California in June 2013.

24 5. From 2012 through 2014, I was an associate attorney at Von Behren & Hunter, LLP
25 (“VBH”) in Manhattan Beach, California. At VBH, I litigated complex commercial litigation matters
26 where I represented life and health insurers in bad faith, ERISA, breach of contract and related disputes.
27 At VBH, I also represented and assisted in the representation of hotels, restaurants and real estate
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1 development groups in state and federal commercial litigation, including class action cases (*see, i.e.*
2 *Daniel Flannery v. McCormick & Schmicks Seafood Restaurants*, Los Angeles County Superior Court,
3 Case No. BC487942).

4 6. From February 2015 through the present, I have been a founding and managing
5 shareholder in the firm of Melmed Law Group P.C. where I represented and continue to represent
6 thousands of employees in wage and hour class actions, and other employment-related matters.
7 Melmed Law Group P.C. has extensive experience in the litigation of complex cases, including
8 California-wide class actions. Specifically, Melmed Law Group P.C. has extensive experience
9 representing California employees in class action wage-and-hour cases involving non-compliant rest
10 breaks, such as this one. I am also an active of member of the plaintiff's employment bar association
11 called the California Employment Lawyers Association ("CELA").

12 7. In addition to the instant case, I have developed extensive experience in litigating class
13 action and PAGA action employment matters in California. *See Exhibit 1.*

14 8. Finally, since its inception, my firm has represented numerous individual employees in
15 cases brought under various state and federal statutes, including the California Labor Code and the
16 California Fair Employment and Housing Act and we have obtained favorable results in many of our
17 individual cases.

18 9. The attorneys at our law firm and I have performed substantial work and diligently
19 investigated and prosecuted this case to a successful conclusion.

20 10. Preliminary approval is appropriate since the Settlement will provide significant
21 monetary relief to the Settlement Class.

22 11. The Settlement was the product of extensive arm's length negotiations between counsel
23 and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and
24 professional, the Settlement negotiations were adversarial and non-collusive in nature. The Settlement
25 reached is the product of substantial effort by the Parties and their counsel. Although Plaintiffs and
26 Class Counsel believed that there was a possibility of certifying the claims, they recognized the
27 potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class
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1 certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can
2 take several more years to litigate. In addition, if Defendant prevailed on any of its defenses, the
3 Settlement Class Members may not have received any substantial monetary recovery.

4 12. The Settlement will result in a fair payment to each Settlement Class Member based on
5 the number of weeks worked during the Class Period. Plaintiff and his counsel have diligently
6 investigated the claims and defenses on behalf of the Settlement Class Members and worked to achieve
7 a resolution of the claims to maximize the recovery by avoiding further expenditure of attorneys' fees
8 and costs. After evaluating the significant risks attendant with further litigation described above and
9 weighing them against the benefits of a known compromise and settlement as set forth in the Settlement
10 Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiffs and the
11 Settlement Class, and is a fair and reasonable resolution of the claims alleged.

12 13. Plaintiffs' counsel brought to bear a great deal of collective experience in negotiating
13 the settlement of this case. Plaintiffs' counsel engaged in necessary informal discovery, investigation,
14 sampling and expert evaluation, making it possible to exercise informed judgment throughout the
15 settlement process, including significant document review (e.g., documents pertaining to Defendant's
16 policies and procedures, personnel documents, wage statements, time records, among others) and
17 conducted an extensive analysis and extrapolation of the sampling of class-wide data provided by
18 Defendant.

19 14. Based on our experience in other cases, including wage and hour matters, I believe my
20 co-counsel and I are qualified to evaluate the class claims and viability of defenses in this class action.
21 In this case, the recovery for each Settlement Class Member is reasonable, fair and adequate, and a
22 settlement at this time is in the best interest of the Settlement Class. The Settlement provides each
23 Settlement Class Member with compensation for the alleged violations when viewed in relation to the
24 costs and risks inherent in obtaining class certification and proceeding to trial.

25 15. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms and
26 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

27 16. Of course, the Settlement Amount represents a compromise figure, taking into account
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1 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
2 Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class Members,
3 with no reversion to Defendant.

4 17. Plaintiff seeks a Service Award in an amount of \$7,500.00 per class representative,
5 which we believe is fair and warranted. Plaintiffs agreed to come forward in an effort to effectuate a
6 policy and practice change that benefitted all other Settlement Class Members, and to recover unpaid
7 wages and penalties. They assumed significant risk in bringing this litigation, namely, had they lost,
8 they would have been ordered to pay Defendant's costs.

9 18. Plaintiffs provided invaluable assistance to the investigation and prosecution of this
10 case, including: providing factual background for the Class Complaint; reviewing the litigation
11 documents; providing information and documentation about Defendant's policies and practices;
12 participating in phone calls to discuss litigation and settlement strategy; and reviewing the settlement
13 documents. Plaintiffs agreed to participate in this case with no guarantee of personal benefit. Plaintiff's
14 comprehensive declaration setting forth all of the reasons why they believe that the Service Awards
15 should be approved has been filed herewith.

16 19. As set forth above, I have handled hundreds of class and representative actions, have
17 been appointed as class counsel and have successfully litigated and resolved several class actions, and
18 many others remain pending.

19 20. When this case was taken on a contingency fee basis, with our firms agreeing to assume
20 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this
21 litigation, we paid all costs including the filing fees, court costs, research/database fees, mediation
22 costs, and expert costs. There was never a guarantee that our firms would recoup these expenditures.

23 21. It is our experience that attorneys' fee awards of one-third of a common fund settlement
24 are the standard in California. Defendant does not oppose this fee request. The fee is further warranted
25 because it is within the range of reasonableness typically awarded in class actions.

26 22. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
27 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
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1 as well as preliminarily approve the requested attorneys' fees and costs, and service awards to the Class
2 Representatives.

3 I declare under penalty of perjury under the laws of the state of California that the foregoing
4 is true and correct on this 3rd day of April 2025, at Los Angeles, California.

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6 By: Jonathan Melmed
7 Jonathan Melmed, Esq.
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