

WILSHIRE LAW FIRM, PLC

John G. Yslas (SBN 187324)

john.yslas@wilshirelawfirm.com

Jeffrey C. Bils (SBN 301629)

jeffrey.bils@wilshirelawfirm.com

Aram Boyadjian (SBN 334009)

aram.boyadjian@wilshirelawfirm.com

Lisa B. Iturriaga (SBN 339678)

lisa.iturriaga@wilshirelawfirm.com

Andrew Sandoval (SBN 346996)

andrew.sandoval@wilshirelawfirm.com

660 South Figueroa Street, Sky Lobby

Los Angeles, California 90017

Phone: (213) 381-9988

Fax: (213) 381-9989

Attorneys for Plaintiff Jens Hiersemann

[Additional Counsel on Next Page]

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

HERNANDITO PEREZ-PEREZ, an individual,
on behalf of himself and all others similarly
situated,

Plaintiff,

v.

HOG ISLAND OYSTER COMPANY, INC., a
California Corporation; and DOES 1 TO 50,

Defendants.

Case Number: CGC-23-609836

**Declaration of Jonathan Melmed in Support
of Plaintiff's Motion for Final Approval of
Class Action and PAGA Settlement**

1 **MELMED LAW GROUP P.C.**

2 Jonathan Melmed (SBN 290218)

3 jm@melmedlaw.com

4 Kyle D. Smith (SBN 280489)

5 ks@melmedlaw.com

6 Jaqueline Antillón (SBN 358092)

7 ja@melmedlaw.com

8 1801 Century Park East, Suite 850

9 Los Angeles, California 90067

10 Phone: (310) 824-3828

11 Fax: (310) 862-6851

12 Attorneys for Plaintiff Hernandito Perez-Perez

DECLARATION OF JONATHAN MELMED

I, Jonathan Melmed, declare as follows:

1. I am an attorney licensed to practice law before this court and the federal and state courts of California. I am over 18 years of age. Except for those facts stated on information and belief, I have personal knowledge of the facts set forth in this declaration and if called upon to testify could and would testify competently thereto.

2. I am a founding shareholder in the law firm of Melmed Law Group P.C., and serve as attorney of record for Plaintiff Hernandito Perez-Perez (“Plaintiff Perez-Perez”), in the related action of *Perez-Perez v. Hog Island Oyster Company, Inc.* (San Francisco Sup. Ct., No. CGC-23-609836) (the “*Perez-Perez* Action”).

3. Plaintiff Perez-Perez joins the motion of Plaintiff Jens Hiersemann (“Plaintiff”) seeking final approval of the settlement—titled *Class Action and PAGA Settlement Agreement* (“Settlement”)—between the named plaintiffs in both actions and Defendant Hog Island Oyster Company, Inc. (“Defendant”). Plaintiff and Plaintiff Perez-Perez (together, “Plaintiffs”), along with their counsel (respectively, Wilshire Law Firm and Melmed Law Group P.C.), have executed a joint prosecution agreement designating Wilshire Law Firm as lead counsel in the actions. The joint prosecution agreement involved a fee split between the two firms, of which Plaintiffs have each consented in writing and in a manner that complies with rule 1.5.1 of the Rules of Professional Conduct.

4. After comprehensive arm’s-length settlement discussions with experienced defense counsel, Plaintiffs and Defendant entered into the Settlement resolving the claims of the putative Class Members and Aggrieved Employees. The Settlement seeks to fully release and discharge Defendant from the claims brought against it in both actions. The Settlement contemplates a non-reversionary gross settlement amount of \$825,000 (“Gross Settlement Amount”) to be paid to the Class, as that Class is defined in Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement (“Motion for Final Approval”).

5. My law firm has spent considerable time and effort, and advanced significant litigation costs, in prosecuting the *Perez-Perez* Action against Defendant with no guarantee of payment, and will

1 continue to do so through final approval. I believe that, because the Settlement is fair and reasonable,
2 was negotiated at arm's length between counsel following extensive investigation and discovery, was
3 reached after participation in a full-day mediation, it should be finally approved.

4 6. I have no knowledge of the existence of any conflicting interests between my firm and
5 any of its attorneys, on the one hand, and Plaintiff or any other Class Member, on the other. I and the
6 attorneys at my firm have vigorously prosecuted the *Perez-Perez* Action and have the financial
7 resources to handle this case.

8 **I. EXPERIENCE OF COUNSEL**

9 7. Throughout my career, I have gained significant experience regarding the obligations
10 and burdens of representing a class. This knowledge has allowed me and my firm, Melmed Law Group
11 P.C., to successfully represent plaintiffs in many class actions in the past years. As noted, numerous
12 state and federal courts in California have found that my firm is competent and capable of representing
13 large classes similar to the one here at issue.

14 8. In 2007, I received a B.A. from New York University, in New York, New York. In
15 2012, I received a J.D. from Loyola Law School, Los Angeles. I became a member of the Bar of the
16 State of California in June 2013.

17 9. From 2012 through 2014, I was an associate attorney at Von Behren & Hunter, LLP
18 ("VBH") in Manhattan Beach, California. At VBH, I litigated complex commercial litigation matters
19 where I represented life and health insurers in in bad faith, ERISA, breach of contract, and related
20 disputes. At VBH, I also represented and assisted in the representation of hotels, restaurants and real
21 estate development groups in state and federal commercial litigation, including class action cases (see,
22 e.g., *Daniel Flannery Vs McCormick & Schmicks Seafood Restaurants*, Los Angeles County Superior
23 Court, Case No. BC487942).

24 10. From February 2015 through the present, I have been a founding and managing
25 shareholder in the firm of Melmed Law Group P.C. where I represent thousands of employees in wage
26 and hour class actions, and other employment-related matters. Melmed Law Group P.C. has extensive
27 experience in the litigation of complex cases, including California-wide class actions. I am also an
28

1 active of member of the plaintiff's employment bar association called the California Employment
2 Lawyers Association ("CELA").

3 11. In addition to the instant case, I have served as class counsel in a variety of wage and
4 hour class actions. I, along with the attorneys at my firm, have developed extensive litigation
5 experience in complex employment litigation matters, particularly in California class actions
6 representing employees, such as:

- 7 • *Blan v. Button Transportation, Inc.* (Super. Ct. Solano County, No. FCS045949) [final
8 approval granted on December 8, 2016; Hon. Michael Mattice];
 - 9 • *Cleary v. Penske Truck Leasing Co., L.P.* (Super. Ct. San Bernardino County, No.
10 CIVDS1600144) [final approval granted on February 8, 2017; Hon. Janet M. Frangie];
 - 11 • *Plimpton v. Gordon Trucking, Inc.* (Super. Ct. San Bernardino County, No.
12 CIVDS1511918) [final approval granted on February 16, 2017; Hon. Donald Alvarez];
 - 13 • *Broner v. Michael Dusi Trucking, Inc.* (Super. Ct. San Luis Obispo County, No. 16CVP-
14 0044) [final approval granted on March 15, 2017; Hon. Donald G. Umhofer];
 - 15 • *Riley v. Pacific Tank Lines, Inc.* (Super. Ct. San Bernardino County, No.
16 CIVDS1603263) [final approval granted on March 28, 2017; Hon. John M. Pacheco];
 - 17 • *Davis v. Western Merchandise Express, Inc.* (Super. Ct. Kern County, No. BCV-16-
18 101216) [final approval granted on April 26, 2017; Hon. Sidney P. Chapin];
 - 19 • *Long v. Covenant Transport, Inc.* (E.D.Tenn., No. 1:15-cv-278) [final approval granted
20 on April 28, 2017; Hon. Travis R. McDonough];
 - 21 • *Pena v. Inner Valley Transport, Inc.* (Super. Ct. Kern County, No. BCV-100625-LHB)
22 [final approval granted on May 5, 2017; Hon. Thomas S. Clark];
 - 23 • *Upton v. Coremark International, Inc.* (Super. Ct. San Francisco County, No. CGC 15-
24 549348) [final approval granted on May 10, 2017; Hon. Curtis E.A. Karnow];
 - 25 • *Ramirez v. Castlewood West, LLC* (Super. Ct. Monterey County, No. 16CV01137)
26 [final approval granted on May 18, 2017; Hon. Lydia Villarreal];
- 27
28

- 1 • *William Haynes v. Reliable Trucking, Inc.* (Super. Ct. Contra Costa County, No. C16-
2 01237) [final approval granted on May 26, 2017; Hon. Barry P. Goode];
- 3 • *Davis v. Transforce, Inc.* (Super. Ct. Kern County, No. BCV-16-101393) [final approval
4 granted on June 5, 2017; Hon. Thomas S. Clark];
- 5 • *Harris v. Jerry DeBriar Logging Co., Inc.* (Super. Ct. Cowlitz County, No. 16-2-00402-
6 5) [final approval granted on June 7, 2017; Hon. Stephen M. Warning];
- 7 • *Powers v. Estenson Logistics, LLC* (Super. Ct. San Bernardino County, No.
8 CIVDS1602295) [final approval granted on July 12, 2017; Hon. David Cohn];
- 9 • *Hugues v. The Morning Star Trucking Company, LLC* (Super. Ct. Yolo County, No.
10 CV16-1215) [final approval granted on August 3, 2017; Hon. W. Arvid Johnson];
- 11 • *Waddell v. Dalton Trucking, Inc.* (Super. Ct. San Bernardino County, No.
12 CIVDS1603262) [final approval granted on August 7, 2017; Hon. John M. Pacheco];
- 13 • *Campos v. Black Eagle Trucking, Inc.* (Super. Ct. San Diego County, No. 37-2016-
14 00023781-CU-OE-CTL) [final approval granted on August 25, 2017; Hon. Timothy
15 Taylor];
- 16 • *Asplund v. White Timber Industries, Inc.* (Super. Ct. Cowlitz County, Wash., No. 16-2-
17 00870-5) [final approval granted on September 13, 2017; Hon. Michael Evans];
- 18 • *Elson v. Covey Auto Express, Inc.* (Super. Ct. San Joaquin County, No. STK-CV-UOE-
19 2016-0009114) [final approval granted on September 18, 2017; Hon. Linda L. Lofthus];
- 20 • *Torres v. Salinas Farm Labor Contractor, Inc.* (Super. Ct. Stanislaus County, No.
21 2018173) [final approval granted on December 19, 2017; Hon. Roger M. Beauchesne];
- 22 • *Young v. First Class Service Trucking, Inc.* (Super. Ct. San Joaquin County, No. STK-
23 CV-UOE-2016-10381) [final approval granted January 2, 2018; Hon. Elizabeth
24 Humphreys];
- 25 • *Isabella v. Equinox Holdings, Inc.* (Super. Ct. L.A. County, No. BC578960) [final
26 approval granted on January 4, 2018; Hon. Ann I. Jones];
- 27
- 28

- *Grumm v. T.J.S. Leasing & Holding, Co., Inc.* (Super. Ct. Humboldt County, No. DR160492) [final approval granted on February 6, 2018; Hon. Kelly L. Neel];
- *Robins v. Versa Logistics, LLC* (Super. Ct. L.A. County, No. BC644321) [final approval granted on March 26, 2018; Hon. Carolyn B. Kuhl];
- *Chavez v. Shamrock Foods Company* (C.D.Cal., No. 5:17-cv-00731-SVW-AFM) [final approval granted on April 11, 2018; Hon. Stephen V. Wilson];
- *Diaz v. Absolute West, LLC* (Super. Ct. L.A. County, No. BC647126) [final approval granted on April 19, 2018; Hon. Maren E. Nelson];
- *Herman v. Andrus Transportation Services, Inc.* (C.D.Cal., No. 5:16-CV-02365-AG-DTB) [final approval granted on May 14, 2018; Hon. Andrew J. Guilford];
- *Hernandez v. J.V.C. Truck Lines, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1714857) [final approval granted on May 22, 2018; Hon. Brian S. McCarville];
- *Happell v. Hercules Forwarding, Inc.* (Super. Ct. L.A. County, No. BC639636) [final approval granted on June 14, 2018; Hon. Carolyn B. Kuhl];
- *Medina v. Timmerman Starlite Trucking, Inc.* (Super. Ct. Stanislaus County, No. 2023292) [final approval granted on June 15, 2018; Hon. Roger M. Beauchesne];
- *Brown v. Saks & Company, LLC* (C.D.Cal., No. 2:17-cv-04210-SJO) [final approval granted on July 16, 2018; Hon. S. James Otero];
- *Flores v. Aqua Terra Culinary, Inc.* (Super. Ct. Monterey County, No. 17CV002672) [final approval granted on July 18, 2018; Hon. Lydia Villarreal];
- *Myers v. LBC Limited Partnership* (Super. Ct. San Bernardino County, No. CIVDS1715068) [final approval granted on July 25, 2018; Hon. Janet M. Frangie];
- *Westphal v. New York Life Insurance Company* (Super. Ct. Placer County, No. SCV0040562) [final approval granted on August 30, 2018; Hon. Michael W. Jones];
- *Hollis v. Union Pacific Railroad Company* (C.D.Cal., No. 5:17-cv-02449-JGB) [final approval granted on September 17, 2018; Hon. Jesus G. Bernal];

- 1 • *Cheifer v. WHGM, Inc.* (Super. Ct. L.A. County, No. LC104900) [final approval granted
2 on September 21, 2018; Hon. Rupert A. Byrdsong];
- 3 • *Hernandez-Chulo v. E&R Trucking, Inc.* (Super. Ct. Merced County, No. 18CV-00882)
4 [final approval granted on October 29, 2018; Hon. Brian McCabe];
- 5 • *Freeman v. Redwood Wise Riders, Inc.* (Super. Ct. Solano County, No. FCS050140)
6 [approval granted on December 4, 2018; Hon. Wendy G. Getty];
- 7 • *Ricci v. HSS, Inc.* (Super. Ct. Yuba County, No. CVCV17-00967) [final approval
8 granted on December 4, 2018; Hon. Stephen W. Berrier];
- 9 • *Antonov v. GL HHR, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1724725)
10 [final approval granted on December 11, 2018; Hon. David Cohn];
- 11 • *Pena v. Keystone Freight Corp.* (Super. Ct. Tulare County, No. VCU269897) [final
12 approval granted on January 14, 2019; Hon. Melinda M. Reed];
- 13 • *Westbrook v. Winco Holdings, Inc.* (Super. Ct. Riverside County, No. RIC171068)
14 [final approval granted on January 17, 2019; Hon. Raquel A. Marquez];
- 15 • *Jackie Thompson v. Cheema Freightlines, LLC* (Super. Ct. San Joaquin County, No.
16 STK-CV-UOE-2017-01011658) [final approval granted on February 6, 2019; Hon.
17 Roger Ross];
- 18 • *Pazo v. Incredible Adventures* (Super. Ct. San Francisco County, No. CGC-16-555971)
19 [final approval granted on February 25, 2019; Hon. Anne-Christine Massullo];
- 20 • *Reboucas v. Trans International Trucking, Inc.* (Super. Ct. L.A. County, No.
21 BC644182) [final approval granted on May 9, 2019; Hon. Maren E. Nelson];
- 22 • *Myers v. Jerome's Furniture Warehouse* (Super. Ct. San Bernardino County, No.
23 CIVDS1710569) [final approval granted on June 11, 2019; Hon. Janet M. Frangie];
- 24 • *Juarez v. Magic Laundry Services, Inc.* (Super. Ct. L.A. County, No. BC713767)
25 [approval granted on June 14, 2019; Hon. William F. Highberger];
- 26 • *Rangel v. Guard-Systems, Inc.* (Super. Ct. L.A. County, No. 19STCV19613) [approval
27 granted on June 18, 2019; Hon. Yolanda Orozco];
- 28

- 1 • *Castaing v. East Bay Automotive Company* (Super. Ct. Alameda County, No.
2 RG17879115) [final approval granted on June 24, 2019; Hon. Brad Seligman];
- 3 • *Juarez v. Mike Lowrie Trucking, Inc.* (Super. Ct. Kern County, No. BCV-18-
4 100177TSC) [final approval granted on August 8, 2019; Hon. Thomas S. Clark];
- 5 • *Pia v. 5G's Automotive, Inc.* (Super. Ct. Tulare County, No. VCU274628) [final
6 approval granted on September 6, 2019; Hon. Brett D. Hillman];
- 7 • *Thomas v. Commercial Protective Services, Inc.* (Super. Ct. San Bernardino County,
8 No. CIVDS1821925) [final approval granted on September 16, 2019; Hon. David
9 Cohn];
- 10 • *Berbano v. Ingram Micro, Inc.* (Super. Ct. San Bernardino County, No.
11 CIVDS1826085) [final approval granted on September 17, 2019; Hon. David Cohn];
- 12 • *Guerra v. U.S. Polymers, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1829174)
13 [approval granted on September 20, 2019; Hon . David Cohn];
- 14 • *Lopez-Urrutia v. Southwest V-Ditch Inc.* (Super. Ct. San Bernardino County, No.
15 CIVDS1833332) [final approval granted on October 16, 2019; Hon, David Cohn];
- 16 • *Guy v. California Lutheran University* (Super. Ct. Ventura County, No. 56-219-
17 00524415-CU-OE-VTA) [final approval granted on November 6, 2019; Hon. Mark C.
18 Borrell];
- 19 • *Moseby v. Renzenberger, Inc.* (Super. Ct. Sam Bernardino County, No.
20 CIVDS1725125) [final approval granted on November 7, 2019; Hon, Janet M. Frangie];
- 21 • *Woodard v. AH 2005 Management, L.P.* (Super. Ct. Monterey County, No.
22 18CV001986) [approval granted on November 21, 2019; Hon Lydia M. Villarreal];
- 23 • *Ramirez v. William J. Wickwire M.D.* (Super. Ct. San Bernardino County, No.
24 CIVDS1913102) [final approval granted on November 25, 2019; Hon. David Cohn];
- 25 • *Lyons v. SAIA Motor Freight Line, LLC* (Super. Ct. San Bernardino County, No.
26 CIVDS1828225) [final approval granted on December 9, 2019; Hon. David Cohn];
- 27
- 28

- 1 • *Baker v. Vallejo CJD, LLC* (Super. Ct. Tulare County, No. VCU273830) [final approval
2 granted on December 16, 2019; Hon. David C. Mathias];
- 3 • *Tsao v. Giorgio Armani Corporation* (Super. Ct. Orange County, No. 30-218-
4 01000817-CU-OE-CXC) [final approval granted on December 20, 2019; Hon. Peter J.
5 Wilson];
- 6 • *Burnham v. DGDGI* (Super. Ct. Santa Clara County, No. 2018-1-CV-331434) [final
7 approval granted on January 17, 2020; Hon. Thomas E. Kuhnle];
- 8 • *Martinez v. E&A Protective Services-Bravo, LLC* (E.D.Cal., No. 1:18-cv-00658-BAM)
9 [final approval granted on January 17, 2020; Hon. Barbara A. McAuliffe];
- 10 • *Cardoso v. Rogers & Rogers, Inc.* (Super. Ct. Imperial County, No. ECU000637) [final
11 approval granted on January 27, 2020; Hon. Brooks Anderholt];
- 12 • *Mora v. The Complete Logistics Company* (Super. Ct. San Bernardino County, No.
13 CIVDS1833922) [final approval granted on February 10, 2020; Hon. David Cohn];
- 14 • *Lopez v. Ruiz Food Products, Inc.* (Super. Ct. Tulare County, No. VCU 275105) [final
15 approval granted on March 10, 2020; Hon. Bret D. Hillman];
- 16 • *Jaurigue v. Knights of Columbus* (Super. Ct. San Bernardino County, No.
17 CIVDS1824508) [final approval granted on July 10, 2020; Hon. David Cohn];
- 18 • *Lopez v. Unitek College NCP, LLC* (Super. Ct. Kern County, No. BCV-19-102146)
19 [final approval granted on July 15, 2020; Hon. Stephen D. Schuett];
- 20 • *Ashe v. Farmers Insurance Group* (Super. Ct. L.A. County, No. 18STCV00453) [final
21 approval granted on July 20, 2020; Hon. Steven J. Kleinfeld];
- 22 • *Martin v. Break the Floor Productions LLC* (Super. Ct. San Diego County, No. 37-
23 2019-00029711-CU-OE-CTL) [final approval granted on October 23, 2020; Hon.
24 Kenneth J. Medel];
- 25 • *Robles v. Winsford II Corporation* (Super. Ct. San Bernardino County, No.
26 CIVDS1902903) [final approval granted on November 3, 2020; Hon. David Cohn];
27
28

- 1 • *Lopez v. RTS Holdings, LLC* (Super. Ct. San Bernardino County, No. CIVDS1934904)
2 [final approval granted on November 24, 2020; Hon. David Cohn];
- 3 • *Romero v. Carl Zeiss Meditec Production* (Super. Ct. San Bernardino County, No.
4 CIVDS1907556) [final approval on December 3, 2020; Hon. David Cohn];
- 5 • *Soto v. Britz Farming Corp* (Super. Ct. Merced County, No. 19CV04182) [final
6 approval granted on December 8, 2020; Hon. Brian L. McCabe];
- 7 • *Martinez v. Global Sales & Warehousing, LLC* (Super. Ct. Ventura County, No. 56-
8 2019-00534178-CU-OE-VTA) [final approval granted on December 18, 2020; Hon.
9 Matthew P. Guasco];
- 10 • *Gaxiola v. Lloyds Manufacturing Services, Inc.* (Super. Ct. San Bernardino County, No.
11 CIVDS1939269) [final approval granted on February 2, 2021; Hon. David Cohn];
- 12 • *Ancona v. Populus Financial Group, Inc.* (Super. Ct. L.A. County, No. 19STCV41065)
13 [approval granted on February 18, 2021; Hon. Maurice A. Leiter];
- 14 • *Elayda v. Physassist Scribes, Inc.* (Super. Ct. San Bernardino County, No.
15 CIVDS2002023) [final approval granted on March 1, 2021; Hon. David Cohn];
- 16 • *Lee v. Home Delivery Logistics, Inc.* (Super. Ct. Alameda County, No. RG18927149)
17 [final approval granted on March 2, 2021; Hon. Winifred Y. Smith];
- 18 • *Pagh v. Wyndham Vacation Ownership, Inc.* (C.D.Cal., No. 8:19-cv-00812-JWH-
19 ADSx) [final approval granted on March 23, 2021; Hon. John W. Holcomb];
- 20 • *Robinson v. Paragon Systems, Inc.* (Super. Ct. Sacramento County, No. BC720142)
21 [final approval granted on April 1, 2021; Hon. Elihu Berle];
- 22 • *Lachman v. Berlitz Languages, Inc.* (Super. Ct. L.A. County, No. 19STCV01533) [final
23 approval granted on April 1, 2021; Hon. Carolyn Kohl];
- 24 • *Murray v. Scelzi Enterprises, Inc.* (Super. Ct. Riverside County, No. RIC2002545)
25 [final approval granted on April 13, 2021; Hon. Sunshine Sykes];
- 26 • *Ruiz v. SAIA Motor Freight Line, LLC* (Super. Ct. San Bernardino County, No.
27 CIVDS2014796) [final approval granted on May 19, 2021; Hon. David Cohn];
28

- 1 • *Gallegos v. TST, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1933834) [final
2 approval granted on May 20, 2021; Hon. David Cohn];
- 3 • *Cornejo v. Weidner Property Management LLC* (Super. Ct. San Bernardino County,
4 No. CIVDS2016465) [final approval granted on May 25, 2021; Hon. David Cohn];
- 5 • *Garcia v. Construction Innovations Group, LLC* (Super. Ct. Sacramento County, No.
6 34-2020-00285239) [final granted on May 25, 2021; Hon. Shama H. Mesiwala];
- 7 • *Aguirre v. Swinerton Builders* (Super. Ct. San Bernardino County, No. CIVDS
8 1925363) [final approval granted on May 26, 2021; Hon. David Cohn];
- 9 • *Pease v. Wattrans, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1919832) [final
10 approval granted on June 3, 2021; Hon. Thomas Garza];
- 11 • *Moreira v. University of Redlands* (Super. Ct. San Bernardino County, No.
12 CIVDS1913813) [final approval granted on June 8, 2021; Hon. David Cohn];
- 13 • *Garcia v. Cardenas Markets, LLC* (Super. Ct. San Bernardino County, No.
14 CIVDS1917380) [final granted on July 1, 2021; Hon. David Cohn];
- 15 • *Robinzine v. Mohawk ESV, Inc.* (Super. Ct. San Bernardino County, No.
16 CIVDS1930033) [final approval granted on July 7, 2021; Hon. David Cohn];
- 17 • *Cuevas v. Action Embroidery Corp.* (Super. Ct. San Bernardino County, No.
18 CIVDS2012230) [final approval granted on July 29, 2021; Hon. David Cohn];
- 19 • *Urquizo v. Santos Montemayor FLC, Inc.* (Super. Ct. Kern County, No. BCV-20-
20 101587) [final granted on July 30, 2021; Hon. Thomas S. Clark];
- 21 • *San Juan v. San Marcos Growers* (Super. Ct. Ventura County, No. 56-2020-00542257-
22 CU-OE-VTA) [final approval granted on August 13, 2021; Hon. Matthew P. Guasco];
- 23 • *Cartagena v. Impact Healthcare* (Super. Ct. Tulare County, No. VCU283955) [approval
24 granted on August 30, 2021; Hon. David C. Mathias];
- 25 • *Reveles v. Certis U.S.A. L.L.C.* (Super. Ct. Kern County, No. BCV-20-102315) [final
26 approval granted on October 4, 2021; Hon. Bernard C. Barmann Jr.];
- 27
- 28

- 1 • *Rico v. Western Mesquite Mines, Inc.* (Super. Ct. Imperial County, No. ECU000873)
2 [final approval granted on October 14, 2021; Hon. Jeffrey B. Jones];
- 3 • *Correa v. Newell Brands, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1901381)
4 [final approval granted on October 29, 2021; Hon. David Cohn];
- 5 • *Gonzalez v. Frank Carson Landscape & Maintenance, Inc.* (Super. Ct. Sacramento
6 County, No. 34-2020-00289370) [final approval granted on November 4, 2021; Hon.
7 Christopher E. Krueger];
- 8 • *Nelson v. Hardwoods Specialty Products US LP* (Super. Ct. Alameda County, No.
9 RG19046262) [final approval granted on November 18, 2021; Hon. Evelio Grillo];
- 10 • *Lopez v. KLX Inc.* (Super. Ct. Tulare County, No. VCU275330) [final approval granted
11 on November 30, 2021; Hon. Bret Hillman];
- 12 • *Golightly v. AMDA, Inc.* (Super. Ct. L.A. County, No. 20STCV13173) [final approval
13 granted on December 1, 2021; Hon. Amy D. Hogue];
- 14 • *Bollinger-Felt v. Pacific Bells, LLC* (Super. Ct. Stanislaus County, No. CV-20-000680)
15 [final approval granted on January 27, 2022; Hon. Stacy P. Speiller];
- 16 • *Mahdian v. AG Laguna Hills, LLC* (Super. Ct. Orange County, No. 30-2019-01098085-
17 CU-OE-CJC) [approval granted on February 4, 2022; Hon. Randall J. Sherman];
- 18 • *Martinez v. East Coast/West Coast Logistics, LLC* (Super. Ct. San Bernardino County,
19 No. CIVDS1932745) [final approval granted on March 2, 2022; Hon. David Cohn];
- 20 • *Aguilera v. Salmex Pizza, Inc.* (Super. Ct. San Bernardino County, No. CIVDS2014336)
21 [approval granted on March 10, 2022; Hon. David Cohn];
- 22 • *Sotelo v. Cosmetix West* (Super. Ct. L.A. County, No. 19STCV28580) [final approval
23 granted on March 23, 2022; Hon. Kenneth R. Freeman];
- 24 • *Dulay v. Center for Social Dynamics* (Super. Ct. Alameda County, No. RG20055934)
25 [final approval granted on April 7, 2022; Hon. Frank Roesch];
- 26 • *Pena v. Canyon Plastics, Inc.* (Super. Ct. L.A. County, No. 20STCV34161) [final
27 approval granted on April 13, 2022; Hon. Amy D. Hogue];
- 28

- 1 • *Guerrero v. Advanced Vision Science, Inc.* (Super. Ct. Santa Barbara County, No.
2 18CV05341) [final approval granted on May 9, 2022; Hon. Donna Geck];
- 3 • *Velasco v. Jasmine Vineyards, Inc.* (Super. Ct. Kern County, No. BCV-19-101405)
4 [final approval granted on May 18, 2022; Hon. Bernard C. Barmann, Jr.];
- 5 • *Sampson v. Diversified Conveyors International, LLC* (Super. Ct. San Bernardino
6 County, No. CIVDS2018610) [final approval granted on June 3, 2022; Hon. Rafael A.
7 Arreola];
- 8 • *Martinez v. Victorian Care Homes of the Monterey Peninsula, Inc.* (Super. Ct. Monterey
9 County, No. 20CV002456) [final approval granted on June 29, 2022; Hon. Thomas W.
10 Wills];
- 11 • *Lujano v. General Production Service of California, Inc.* (Super. Ct. Kern County, No.
12 BCV-20-102705) [final approval granted on July 6, 2022; Hon. Bernard C. Barmann
13 Jr.];
- 14 • *Matus v. Flory Industries* (Super. Ct. Stanislaus County, No. CV-20-003117) [final
15 approval granted on August 11, 2022; Hon. John D. Freeland];
- 16 • *Ramos v. Cambridge College* (Super. Ct. San Bernardino County, No. CIVSB2112109)
17 [final approval granted on August 15, 2022; Hon. David Cohn];
- 18 • *Garcia v. The Golden 1 Credit Union* (Super. Ct. Sacramento County, No. 34-2021-
19 00293831) [final approval granted on August 26, 2022; Hon. Lauri A. Damrell];
- 20 • *Casillas v. California Paper Products LLC* (Super. Ct. Kern County, No. BCV-20-
21 102523) [approval granted on September 8, 2022; Hon. David Lampe];
- 22 • *Arzola v. All Star Glass Inc.* (Super. Ct. Ventura County, No. 56-2021-00553193-CU-
23 OE-VTA) [final approval granted on September 9, 2022; Hon. Matthew P. Guasco];
- 24 • *Beltran v. Hutchinson Aerospace & Industry, Inc.* (Super. Ct. Los Angeles County, No.
25 20STCV02267) [approval granted on September 9, 2022; Hon. John J. Kralik];
26
27
28

- 1 • *Avina v. Ravco Construction, Inc.* (Super. Ct. Orange County, No. 30-2020-01146748-
2 CU-OE-CXC) [final approval granted on September 16, 2022; Hon. Randall J.
3 Sherman];
- 4 • *Garcia v. Pure Heart Congregate Living Facility, Inc.* (Super. Ct. Los Angeles County,
5 No. 21STCV05070) [approval granted on September 21, 2022; Hon. Carolyn B. Kuhl];
- 6 • *Andrisani v. Dracko Merchandising Inc.* (Super. Ct. Los Angeles County, No.
7 20STCV42108) [final approval granted on October 5, 2022; Hon. Carolyn B. Kuhl];
- 8 • *Torres v. McKesson Medical-Surgical, Inc.* (Super. Ct. San Bernardino, No.
9 CIVDS1917976) [final approval granted on November 2, 2022; Hon. David Cohn];
- 10 • *Gonzalez v. Lief Organics, LLC*, (Super. Ct. L.A. County, No. 20STCV19371) [final
11 granted on December 9, 2022; Hon. David S. Cunningham III];
- 12 • *Hernandez v. Avon Protection Systems, Inc.* (Super. Ct. Orange County, No. 30-2021-
13 01183162-CU-OE-CXC) [final approval granted on January 13, 2023; Hon. Randall J.
14 Sherman];
- 15 • *Escalante v. Hudson Technologies Company* (Super. Ct. San Diego County, No. 37-
16 2019-00070131-CU-OE-CTL) [final approval granted on January 20, 2023; Hon.
17 Gregory Pollack];
- 18 • *Lopez v. Praesidium Diagnostics LLC* (Super. Ct. Los Angeles County, No.
19 21STCV08378) [final approval granted on February 17, 2023; Hon. Lawrence P. Riff];
- 20 • *Aguilar v. Jimenez Nursery, Inc.* (Super. Ct. Santa Barbara, No. 21CV01836) [final
21 approval granted on March 9, 2023; Hon. Colleen K. Sterne];
- 22 • *Duarte v. Sage Veterinary Centers, LP* (Super. Ct. Santa Clara, No. 20CV375152) [;
23 final granted on March 14, 2023; Hon. Sunil R. Kulkarni];
- 24 • *Guzman v. Destination Anywhere, Inc.*, (Super. Ct. San Joaquin County, No. STK-CV-
25 UOE-2021-10462) [final approval granted on April 14, 2023; Hon. Barbara Kronlund];
- 26 • *Janssen, et al. v. Mussetter Distributing, Inc.* (Super. Ct. Pacer County, No. S-CV-
27 0049920 [final approval granted on May 4, 2023; Hon. Michael W. Jones]; and
28

- *Brohawn v. Automobile Accessories Company* (Super. Ct. Shasta County, No. CVCV21-0198019) [final approval granted on May 8, 2023; Hon. Stephen H. Baker].

12. I, along with the attorneys and legal staff at my firm, and the attorneys and legal staff at the firm of our co-counsel, Wilshire Law Firm, have diligently investigated and prosecuted this case to a successful conclusion. Our work resulted in the creation of a significant and non-reversionary settlement amount for the benefit of the Class Members. We avoided protracted litigation by conducting considerable investigation before filing suit related to the class claims, and efficiently communicated and exchanged information with defense counsel such that the Parties could successfully settle the case after being fully informed of the merits of each sides' position. As a result of our efforts, we were able to obtain the favorable Settlement Agreement for the Class now before this Court for final approval. Because of the risks involved in litigating the case, particularly the contested legal and factual issues, I and my co-counsel believe this settlement is fair, reasonable, and favorable to the Class.

II. OVERVIEW OF THE CASE

13. On or about October 18, 2023, Plaintiff Perez-Perez filed the *Perez-Perez* Action, alleging Defendant (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to pay accrued vacation wages; (4) failed to provide rest periods and pay miss rest period premiums; (5) failed to provide meal periods and pay meal period premiums; (6) failed to maintain accurate employment records; (7) failed to pay wages timely during employment; (8) failed to pay all wages earned and unpaid at separation; (9) failed to indemnify all necessary business expenditures; (10) failed to furnish accurate itemized wage statements; and (11) violated California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.*

14. On or about October 18, 2023, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Perez-Perez gave notice to the LWDA and Defendant that Plaintiff Perez-Perez intended to proceed with a representative action under PAGA (LWDA-CM-948664-23). On November 6, 2024, after the 65-day statutory period passed, Plaintiff Perez-Perez amended his complaint to add a PAGA cause of

1 action, alleging claims for penalties pursuant to Labor Code § 2699, *et seq.* The *Perez-Perez* Action is
2 anticipated to be stayed pending approval of the Settlement.

3 **III. PLAINTIFF PEREZ-PEREZ'S SERVICE**

4 15. At the time of final approval, Plaintiff Perez-Perez (together with Plaintiff) will request
5 payment of an incentive award from the non-reversionary Gross Settlement Amount in the amount of
6 \$10,000 each—in addition to whatever payment they are otherwise entitled to receive as Class
7 Members and Aggrieved Employees. (Settlement Agreement, at p. 10.) The proposed incentive award
8 is reasonable compensation given the time and effort that Plaintiff devoted to this case, the valuable
9 assistance he provided to Class Counsel, and the fact that he signed a general release of claims that is
10 broader than the release of the Class Members. (Settlement Agreement, at p. 10–11.)

11 16. Plaintiff Perez-Perez provided invaluable assistance to Class Counsel and the Class
12 Members in this case, including providing factual background for mediation and the operative
13 complaint, reviewing the relevant documents, participating in phone calls with Class Counsel,
14 gathering highly relevant documents, discussed settlement strategy with counsel, and reviewing the
15 settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit.
16 Further, Plaintiff agreed to undertake the financial risk of serving as a class representative and exposed
17 himself to the risk of negative publicity by anyone who opposed this case.

18 17. I am attaching a true and correct copy of our client's declaration as **Exhibit 1** to this
19 declaration, which provides further details on our client's service.

20 **IV. PLAINTIFF'S COUNSEL'S COSTS INCURRED**

21 18. A true and correct list of the expenses my firm has incurred to date, including anticipated
22 costs, is attached as **Exhibit 2** to this declaration. The costs listed, which total \$14,023.05, were or will
23 be necessarily incurred in the course of this hard-fought litigation and would have been charged to a
24 fee-paying client. I believe that the amount sought in the Settlement Agreement for this cost is
25 reasonable and appropriate.
26
27
28

1 **V. THE ATTORNEYS' FEES ALLOCATION IS REASONABLE**

2 19. Pursuant to the terms of the Settlement Agreement, Plaintiffs' counsel is requesting
3 attorneys' fees in the amount of one-third of the Gross Settlement Amount (i.e., \$275,000.00), as
4 provided in the Settlement Agreement. (Settlement Agreement at p. 10.) As will be explained below,
5 the amount requested by Plaintiffs' counsel is a reasonable fee for a wage-and-hour class action as a
6 percentage of the common fund because it is within the normal range of attorneys' fee awards in similar
7 class actions in California courts and because of the benefit obtained for the Class in this case.

8 20. My law firm has undertaken representation in this case on a contingent fee basis. We
9 litigated this case without receiving any payment for our services or reimbursement of our costs
10 incurred for the benefit of the Class Members. We have advanced significant time and costs, at great
11 risk to the financial security of my law firm.

12 21. I have negotiated numerous contingency fee agreements with plaintiffs, both as
13 individuals and as representatives in PAGA and class action suits, on behalf of my firm. Nearly all
14 those agreements provided that counsel will receive a fee that is between 33% (one-third) and 40% of
15 any gross recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they
16 incurred out of the recovery amount. This practice is consistent with both industry standards and court
17 practices. (*Miller v. CEVA Logistics USA, Inc.* (E.D. Cal., Aug. 10, 2015, No. 2:13-CV-01321-TLN)
18 2015 WL 4730176, at *8 ["California district courts usually award attorneys' fees in the range of 30-
19 40% in wage and hour class actions that result in the recovery of a common fund under \$10 million."];
20 *Beaver v. Tarsadia Hotels* (S.D. Cal., Sept. 28, 2017, No. 11-CV-01842-GPC-KSC) 2017 WL
21 4310707, at *9 ["California courts routinely award attorneys' fees of one-third of the common fund."].)

22 22. There are always risks attendant to billing cases on a contingency basis. It is not a
23 foregone conclusion that every case taken on a contingency fee basis will result in a recovery or that
24 the attorneys' fees recovered will actually compensate my firm for the amount of time expended in an
25 action. Moreover, even when successful, a class action contingency law firm may only receive a small
26 percentage of the amount of attorneys' fees incurred during the prosecution of a case. Where plaintiff's
27 counsel does succeed, therefore, it is appropriate to compensate the firm for the risks the firm regularly
28

1 undertakes. There is also always the possibility that the plaintiff will not prevail and plaintiff's counsel
2 will not receive any compensation for its services or that the defendant will declare bankruptcy or lack
3 the assets necessary to satisfy any judgment obtained against it. This has happened in cases handled by
4 my firm.

5 23. When awarding attorneys' fees, courts have discretion to choose among two different
6 methods for calculating a reasonable attorneys' fees award: (1) the common fund approach, or (2) the
7 lodestar approach. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 504 ["The choice of
8 a fee calculation method is generally one within the discretion of the trial court, the goal under either
9 the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their
10 efforts."]). In *Laffitte*, the California Supreme Court held that "[t]he recognized advantages of the
11 percentage method-including relative ease of calculation, alignment of incentives between counsel and
12 the class, a better approximation of market conditions in a contingency case, and the encouragement it
13 provides counsel to seek an early settlement and avoid unnecessarily prolonging litigation-convince us
14 the percentage method is a valuable tool that should not be denied by our trial courts." (*Id.* at p. 503,
15 emphasis added). Similarly the Ninth Circuit has found that counsel should not "receive a lesser fee
16 for settling a case quickly." (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1050 fn. 5).

17 24. Courts in California have consistently recognized "that most fee awards based on either
18 a lodestar or percentage calculation are 33%." (*McCrary v. Elations Company, LLC* (C.D. Cal., Feb.
19 25, 2016, No. EDCV130242JGBSPX) 2016 WL 769703, at *10; *Petersen v. CJ America, Inc.* (S.D.
20 Cal., Sept. 30, 2016, No. 14-CV-2570 DMS JLB) 2016 WL 5719823, at *1; see also *McClellan v.*
21 *Chase Home Finance LLC* (C.D. Cal. Aug. 31, 2015, No. SACV 12-1331-JGB) 2015 U.S. Dist. LEXIS
22 118005, at *20 [explaining that, while the attorneys' fee award that approximated 32% of all sums paid
23 under the settlement was reasonable after citing numerous other cases, finding that an award of 33%
24 of the common fund was common in class actions]; *In re Activision Securities Litigation* (N.D. Cal.
25 1989) 723 F.Supp. 1373, 1377 ["nearly all common fund awards range around 30%"]).

26 25. In reaching its decision in *McClellan*, the court recognized that courts in California
27 "routinely award attorneys' fees in the range of 30–40% in class actions that result in the recovery of
28

1 a common fund under \$10 million.” (*McClellan v. Chase Home Finance LLC*, *supra*, 2015 U.S. Dist.
2 LEXIS 118005, at *20 [quoting *Miller v. CEVA Logistics USA, Inc.* (E.D. Cal., Aug. 10, 2015, No.
3 2:13-CV-01321-TLN) 2015 WL 4730176, at *8, and citing *In re Mego Financial Corp. Securities*
4 *Litigation* (9th Cir. 2000) 213 F.3d 454, 463]; see also *Romero v. Producers Dairy Foods, Inc.* (E.D.
5 Cal., Nov. 14, 2007, No. 1:05CV0484 DLB) 2007 WL 3492841, at *4 [awarding 33% of the settlement
6 fund in a wage-and-hour case involving allegations of unpaid wages after explaining that “fee awards
7 in class actions average around one-third of the recovery.”]; *Stuart v. Radioshack Corp.* (N.D. Cal.,
8 Aug. 9, 2010, No. C-07-4499 EMC) 2010 WL 3155645, at *6 [noting that a fee award of one-third of
9 the settlement was “well within the range of percentages which courts have upheld as reasonable in
10 other class action lawsuits.”]; *Singer v. Becton Dickinson and Co.* (S.D. Cal., June 1, 2010, No. 08-
11 CV-821-IEG (BLM)) 2010 WL 2196104, at *8 [approving fee award of 33.33% of the common fund];
12 *Boyd v. Bank of America Corp.* (C.D. Cal., Nov. 18, 2014, No. SACV 13-0561-DOC) 2014 WL
13 6473804, at *12 [awarding a 33.34% fee on a \$5,800,000 settlement]; *Wise v. Ulta Salon, Cosmetics*
14 *& Fragrance, Inc.* (E.D. Cal., Mar. 27, 2020, No. 117CV00853DADEPG) 2020 WL 1492672, at *9
15 [awarding attorneys’ fees of one-third the gross settlement amount]; *Singh v. Roadrunner Intermodal*
16 *Services, LLC* (E.D. Cal., Jan. 24, 2019, No. 115CV01497DADBAM) 2019 WL 316814, at *11 [same];
17 *Shahbazian v. Fast Auto Loans, Inc.* (C.D. Cal., June 20, 2019, No. 218CV03076ODWKSX) 2019 WL
18 8955420, at *2 [preliminarily approving the same].)

19 26. Here, Plaintiffs’ counsel’s diligent and efficient litigation of this action resulted in the
20 creation of an ascertainable gross settlement amount of **\$825,000.00** that will substantially benefit the
21 Class Members. As explained above and based on my extensive experience in litigating class and
22 PAGA representative action cases, my firm’s request is consistent with fee awards in other similar
23 cases. Consistent with numerous cases, including those identified above, Plaintiffs’ counsel therefore
24 request approval of an award of attorneys’ fees in the amount of one-third of the Gross Settlement
25 Amount.

26 27. Under the lodestar approach, a base amount is calculated by “multiplying the reasonable
27 hours expended by a reasonable hourly rate.” (*In re Washington Public Power Supply System Securities*
28

Litigation (9th Cir. 1994) 19 F.3d 1291, 1295, fn. 2; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) The reasonable hourly rate is that prevailing in the community for similar work. (*Margolin v. Regional Planning Com.* (1982) 134 Cal.App.3d 999, 1004–1005.)

28. Typically, the lodestar is merely the starting point of the calculation of a reasonable fee, and courts often multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. (See, e.g., *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132; *Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Radar v. Thrasher* (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407, 1419; *Coalition for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251). Multipliers can range from two to four, or even higher. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255).

29. In the Ninth Circuit, for example, courts “must apply a risk multiplier to the lodestar ‘when (1) attorneys take a case with the expectation they will receive a risk enhancement if they prevail, (2) their hourly rate does not reflect that risk, and (3) there is evidence that the case was risky. Failure to apply a risk multiplier in cases that meet these criteria is an abuse of discretion.’” (*Stetson v. Grissom* (9th Cir. 2016) 821 F.3d 1157, 1166, quoting *Stanger v. China Electric Motor, Inc.* (9th Cir. 2016) 812 F.3d 734, 741).

30. Although a percentage of the common fund is both common and universally accepted in wage and hour representative action litigation, I also performed a lodestar analysis for my firm in support of the attorneys’ fees request. The following table summarizes my offices’ timekeeper’s fees incurred to date:

Melmed Law Group P.C. Lodestar Summary					
Timekeeper	Position	Experience	Hourly Rate	Hours	Total
Jonathan Melmed, Esq.	Founding Shareholder	11 Years	\$948.00	4.0	\$3,792.00
Kyle D. Smith, Esq.	Senior Attorney	13 Years	\$948.00	28.9	\$27,397.20

Hannah Becker, Esq.	Associate Attorney	2 Years	\$473.00	3.5	\$1,655.50
Jaqueline Antillon, Esq.	Associate Attorney	1 Year	\$473.00	9.5	\$4,493.50
Total				45.9	\$37,338.20

31. The hourly rates provided in this table reflect the experience of our attorneys and staff with class litigation, only some of which are referenced in the declarations submitted in this declaration. The hourly rates also reflect the sophisticated legal work required in complex litigation and performed in this case, and the prevailing norms and market rates for attorneys' fees in California (and in particular, our locality of Los Angeles). These rates are further supported by the *Laffey* Matrix, which has been approved and adopted by numerous courts. (See, e.g., *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 70 [trial court acted within its discretion in relying on the *Laffey* Matrix]; *In re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921 [describing the *Laffey* Matrix as a "well-established objective source for rates"]; *Theme Promotions, Inc. v. News America Marketing FSI, Inc* (N.D. Cal. 2010) 731 F.Supp.2d 937, 952.)

32. Generally, rates of similarly trained and experienced attorneys and staff for complex civil litigation, such as employment law and civil rights cases, vary per hour in California. Based on the experience and training of myself and my staff, I believe that the current hourly rates charged by me, my associates, and my staff are reasonable and appropriate. I am generally familiar with hourly rates charged by attorneys in California whose training and experience are similar to those at my firm, and I believe our rates are competitive in that market for plaintiff attorneys in the field of employment law.

33. Plaintiff's counsel have spent a considerable amount of time extensively investigating, researching, and litigating this matter, including but not limited to the following:

A. Reviewing Plaintiff's documents, speaking to Plaintiff, preparing the notices to the LWDA, drafting and preparing the complaints, legal research into the viability of Plaintiff's claims;

- 1 B. Reviewing data and documents produced by Defendant;
- 2 C. Preparing for and attending a full-day mediation, including the drafting of a
- 3 mediation brief;
- 4 D. Preparing the Settlement Agreement and moving papers for approval;
- 5 E. Negotiating and corresponding with Defendant's counsel in reaching the
- 6 settlement at issue before the Court; and
- 7 F. Preparing and appearing for approval.

8 34. Moreover, I anticipate our firm spending 5–10 hours of additional work between now

9 and the conclusion of this matter, which cannot yet be accounted for in this declaration. Those hours

10 include time spent: editing and filing these final approval papers; preparing for, and appearing at the

11 final approval hearing; corresponding with the settlement administrator and opposing counsel

12 throughout the settlement administration process; corresponding with Plaintiff; responding to Class

13 Member inquiries; and other typical and reasonably necessary tasks that arise post-final approval.

14 35. The requested attorneys' fees are justified here due to the contingent nature of the

15 representation, the risks involved, the complexity of the issues, the high quality of legal work

16 performed, and the excellent results obtained. After initially calculating the combined lodestar, the

17 court may adjust the lodestar based on several factors in order to "fix a fee at the fair market value for

18 the particular action." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132; *Graham v. Daimler Chrysler*

19 *Corp.* (2004) 34 Cal.4th 553, 574.) These additional factors include the contingent risk of litigation,

20 the novelty and complexity of the issues, and exceptional results obtained. (See *Ketchum v. Moses*,

21 *supra*, 24 Cal.4th 1122.)

22 36. Moreover, the case involved significant risks of non-payment of attorneys' fees and

23 non-recovery of costs if the settlement was not granted approval, or if Plaintiff did not prevail.

24 California courts consider the risks counsel takes in litigating a case where they may not prevail on the

25 merits in granting attorneys' fees awards. (See *Graham v. Daimler Chrysler Corp.*, *supra*, 34 Cal.4th

26 553, 583.) Thus, not only are Plaintiff's counsel's rates reasonable and typical, but the attorneys' fees

27 requested are also fair and reasonable.

28

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

3 Executed on September 22, 2025, in Los Angeles, California.
4

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



JONATHAN MELMED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

Declaration of Hernandito Perez-Perez

DECLARATION OF HERNANDITO PEREZ-PEREZ

I, Hernandito Perez-Perez, declare as follows:

1. I am an adult over eighteen years old and unless context indicates otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them.

2. I am the named plaintiff in the matter of *Perez-Perez v. Hog Island Oyster Company, Inc.* (San Francisco Cnty. Sup. Ct., No. CGC-23-609836), filed October 18, 2023 (the “*Perez-Perez* Action”)—a related case to the present action, which alleges largely identical claims to those alleged in the *Perez-Perez* Action. I make this declaration in support of Plaintiff Jens Hiersemann’s Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Motion”) in the present action.

3. I was employed by Defendant Hog Island Oyster Company, Inc. (“Defendant”) during the applicable statutory period (from approximately July 2022 through approximately September 22, 2023). I brought the *Perez-Perez* Action to redress certain employment claims that my co-workers and I had against Defendant.

4. I was subject to the same uniform policies and procedures that were alleged in the operative complaint in both this action, the *Perez-Perez* Action, and those discussed in the Motion. I believe I was underpaid as a result of Defendant’s implementation of those policies and practices. I do not believe any of the alleged conduct to be unique to me. To the contrary, it is my understanding that all of the alleged conduct was experienced by other employees as a result of Defendant’s uniform policies and procedures, and I witnessed most, if not all, employees with whom I had contact with be subjected to the same conduct as a result of Defendant’s same uniform policies and procedures. For these reasons I believe my claims to be typical of the claims of the other class members.

5. By the *Perez-Perez* Action, I agreed to pursue not only my individual employment claims, but the claims of all similarly situated employees, and if necessary, to put the interests of the class ahead of my own. I also agreed to participate actively in my case and to assume the risks of serving as the named plaintiff, including but not limited to the reputational harm of

1 having my name affiliated with an employment lawsuit and the potential resulting stigma from
2 future prospective employers. Therefore, I do not believe my interests to be antagonistic to the
3 interests of the other class members, and I believe myself to be an adequate class representative.

4 6. I provided my attorneys with a comprehensive history of my employment with
5 Defendant, as well as numerous documents relating to my employment with Defendant.
6 Throughout this litigation, I regularly conferred with my attorneys to discuss the status of the
7 case, to offer my input, and to assist my attorneys in gathering the evidence necessary to
8 prosecute the claims. (Although the preservation of my attorney-client privilege requires that I
9 refrain from revealing the specifics of my communications with my attorneys, I understand that
10 the privilege is not waived by stating generally matters that I have discussed with my attorneys.)
11 During our many conversations, and partly in response to my numerous questions, my attorneys
12 kept me well informed about the phases of the litigation, the strategies for prosecuting each
13 phase, and the risks associated with those strategies.

14 7. I worked closely with my attorneys and actively participated in the prosecution of
15 my claims by, among other things, reviewing documents and pleadings, providing information
16 that assisted my attorneys, and attempting to locate other potential witnesses. In particular, I
17 participated in multiple discussions with my attorneys regarding the job duties and daily
18 activities at my job site, I gave detailed information about Defendant's timekeeping, schedule,
19 and payroll practices, and I educated my attorneys on the intricacies and details of Defendant's
20 unique business.

21 8. I remained available to assist my attorneys during settlement negotiations, and I
22 have actively reviewed the terms of the proposed settlement. My attorneys explained the
23 specifics of how the settlement would work, and I accepted the settlement only after I had spent
24 enough time evaluating the proposed outcome to assure that it was fair. Based on my attorneys'
25 evaluation and recommendation, and my own review, I believe the settlement is fair and
26 reasonable and adequately compensates the class members, and my support for the settlement is
27 not contingent upon my receipt of an incentive award.
28

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

9. In summary, over the course of this litigation I have spent a significant amount of time conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement and related documents. I agreed to participate in this case with no guarantee of personal benefit.

10. This case involved risks for me, such as the potential risk of having to pay Defendant's costs if we lost. Disregarding these risks, I pursued this case on behalf of the class to a successful resolution and settlement. Further, as part of the settlement agreement now before the Court, I am agreeing to a general release of all claims, which is broader than the release of claims that the members of the class will agree to if they wish to participate in the settlement.

11. It is my understanding that based upon my industrious efforts as the named plaintiff in this action there is something called a service award for my time, risk, and the services that I provided as the named plaintiff. I respectfully request that the Court grant this award to me in the amount of \$10,000.00 in addition to my pro rata share of the settlement fund.

12. I understand that I am represented by more than one law firm in this action. I have executed a document titled "Joint Prosecution Agreement and Fee- agreement which included each firm. The agreement informed me of fee sharing between my attorneys. I authorized fee sharing between my attorneys which provided for a split of any attorneys' fees.

I declare under penalty of perjury under the laws of the State of California that all the foregoing is true and correct. Executed on 1/21/2025 in California.

Firmado por:

E22E32FBBD5D4CA...
HERNANDITO PEREZ-PEREZ

Exhibit 2

Expenses Incurred by Melmed Law Group P.C.

Expense Report

Perez v. Hog Island Oyster Company Inc.

Type	Description	Date	Cost
Postage	Mailing Fee - Personnel Records Requests	October 13, 2023	\$1.26
Postage	Certified Mailing Fee - PAGA Letters	October 19, 2023	\$29.19
PAGA	PAGA Filing Fee	October 19, 2023	\$75.00
Service of Process	First Legal Invoice, Service of Process - S&C	October 23, 2023	\$110.75
Court Filing Fees	First Legal Invoice, Filing - Proof of Service	October 23, 2023	\$8.00
Court Filing Fees	First Legal Invoice, Filing - Summons & Complaint	October 23, 2023	\$1,591.50
Court Filing Fees	First Legal Invoice, Filing - Application for Complex Designation	October 31, 2023	\$74.00
Court Filing Fees	First Legal Invoice, Filing - Proof of Service (rejected)	November 30, 2023	\$8.00
Court Filing Fees	First Legal Invoice, Filing - Proof of Service	December 8, 2023	\$35.00
Chambers Copy	First Legal Invoice, Chambers Copy - Joint CMC Statement	February 29, 2024	\$55.00
COurt Filing Fees	First Legal Invoice, Filing - Joint CMC Statement	February 29, 2024	\$37.00
Mediation Fees	Ortman Mediation Invoice - Mediation Fees	July 3, 2024	\$7,500.00
Chambers Copy	First Legal Invoice, Chambers Copy - Notice of Settlement	October 23, 2024	\$35.00
Court Filing Fees	First Legal Invoice, Filing - Notice of Settlement	October 23, 2024	\$40.80
Chambers Copy	First Legal Invoice, Chambers Copy - Proposed Order	October 23, 2024	\$95.15

Court Filing Fees	First Legal Invoice, Filing - Proposed Order	October 31, 2024	\$62.80
Chambers Copy	First Legal Invoice, Chambers Copy - FAC	October 31, 2024	\$41.00
Court Filing Fees	First Legal Invoice, Filing - Notice of Settlement	October 31, 2024	\$22.00
Court Filing Fees	First Legal Invoice, filing - First Amended Complaint, POS	November 8, 2024	\$42.00
Court Filing Fees	First Legal Invoice, Filing - FAC (Rejected)	November 8, 2024	\$37.00
Legal Work	Berger Consulting Group Invoice - Analysis	November 13, 2024	\$3,744.00
Court Filing Fees	First Legal Invoice, Filing - FAC, POS	November 15, 2024	\$40.80
Chambers Copy	First Legal Invoice, Filing - Joint CMC	January 15, 2025	\$37.25
Court Filing Fees	First Legal Invoice, Filing - Joint CMC	January 23, 2025	\$42.80
Chambers Copy	First Legal Invoice, Filing - Request To Strike	January 23, 2025	\$112.50
Chambers Copy	First Legal Invoice, Chambers Copy - Joint Stipulation	March 15, 2025	\$37.25
Court Filing Fees	First Legal Invoice, Filing - Joint Stipulation	March 15, 2025	\$70.75
Chambers Copy	First Legal Invoice, Chambers Copy - Joint CMC Statement	August 31, 2025	\$37.25
Total			\$14,023.05