

HAIG B. KAZANDJIAN LAWYERS, APC

Haig B. Kazandjian, Bar No. 278622
haig@hbklawyers.com
Cathy Gonzalez, Bar No. 310625
cathy@hbklawyers.com
Melissa Robinson, Esq. Bar No.: 336951
melissa@hbklawyers.com
801 North Brand Boulevard, Suite 1015
Glendale, California 91203
Phone: (818) 696-2306 | Fax: (818) 696-2307

Jeffrey Herman, Esq.
jeffrey@bamlawca.com
Sergio Julian Puche, Esq.
sergiojulian@bamlawca.com

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2029 Century Park E 14th Floor
Los Angeles, CA 90067
Phone: (310) 981-3918 | Fax: (858) 551-1232

Attorneys for Plaintiff PATRICIA ARELLANO
Individually and on behalf of all other Aggrieved Employees

[Additional Counsel on the Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PATRICIA ARELLANO and MARIA
IBANEZ, individually and on behalf of all
other Aggrieved Employees,

Plaintiffs,

v.

NORTHGATE GONZALEZ MARKETS,
INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No. 24STCV10515

*[Assigned for all purposes to the Honorable
Rupert A. Byrdsong, Dept. 318]*

**DECLARATION OF HAIG B.
KAZANDJIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Approval of PAGA Settlement;
Memorandum of Points and Authorities in
Support of Motion for Approval; Declaration of
Sergio Julian, Esq.; Declaration of James
Clark; Declaration of Patricia Arellano;
Declaration of Maria Ibanez; and [Proposed]
Order and Judgment]*

Status Conference
Date: August 31, 2026
Time: 8:30 a.m.
Dept.: 318

Action Filed: April 26, 2024
FAC Filed: May 14, 2026
Trial Date: None Set

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 James Clark (SBN 349799)
4 **LAVI & EBRAHIMIAN, LLP**
5 8889 W. Olympic Boulevard, Suite 200
6 Beverly Hills, California 90211
7 Telephone: (310) 432-0000
8 Facsimile: (310) 432-0001
9 jlavi@lelawfirm.com
10 vgranberry@lelawfirm.com
11 jclark@lelawfirm.com

12 *Attorneys for* Plaintiff MARIA IBANEZ,
13 Individually and on behalf of all other Aggrieved Employees
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF PLAINTIFFS'
MOTION FOR APPROVAL OF PAGA SETTLEMENT

I, Haig B. Kazandjian, declare:

1. I am an attorney licensed to practice law before all court of the State of California. I am the founder of Haig B. Kazandjian Lawyers, APC, counsel for Plaintiff Patricia Arellano in this action. This declaration is submitted in support of the Motion for Approval of PAGA Settlement.

Qualifications of PAGA Counsel

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

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

4. I am well-experienced in wage-and-hour class action litigation as well as PAGA litigation. As PAGA counsel, I have been granted final approval of many wage-and-hour class actions and PAGA representative action. I have acted as lead counsel on the following class and PAGA cases which gained final approval by the Court: (1) Kalbaklian et al. v. PSI Services LLC (BC637011 - Judge Freeman); (2) Hackett et al. v. Hotei Marketing (BC639589 - Judge Palazuelos); (3) Shamiryan et al. v. Codemetro (BC683326 - Judge Buckley) (4) Gutierrez et al. v. Foremost Foods Corp. (BC706453 - Judge Mooney); (5) Salinas et al. v. True World Foods Los Angeles (18STCV01288 - Judge Nelson); (6) Estrada v. TT Fremont Holding, Inc. (19CHCV00193 - Judge Sandvig); (7) Visket v. LA Solar Group Inc (LS030122 - Judge Cotton); (8) Nicholas v. Rockstar Beverage Corp. (19STCV18234 - Judge Court); (9) Glassel v. Toscanova (20VECV00755 - Judge Keeny); (10) Beltran v. Vista Del Mar Child and Family Services (20SMCV01926 - Judge Karlan); (11) Arceo v. Volcano Grill, Inc. (19BBCV00473 - Judge Kralik); (12) Gonzalez-Arellano v. Starchild Interventions

(21STCV10947); (13) Ba v. Advantage Gold LLC (20SMCV01687 - Judge Epstein); (14) Godinez v. The Natures Bounty Co. (20CHCV00263 - Judge Sandvig; (15) Martinez v. Alfred Club, LLC (19STCV44314 - Judge Jones); (16) Cam Luu, et al. v. PMI Management, LLC (21STCV11962) - Judge Leis); (17) Alexandre Passos, et al. v. Beaumont Management Co. Inc., et al. (20VECV00962 - Judge Fahey); (18) Gerardo Linares, et al. v. Adept Fasteners, Inc. (21CHCV00181- Judge Pfahler); (19) Lisa Clark, et al. v. Allstate Investment Group, Inc. (21SMCV00632 - Judge Zukin); (20) Mariam Davtyan, et al. v. IN2VISION Programs, LLC (21NWCV00175- Judge Bernal); (21) Erik Lopez, ett al. v. The Switch Enterprises, LLC (21BBCV00710 - Judge Hofer); (22) Arin Shipley, et al. Robsag Inc., et al. (20GDCV00578 - Judge Leis) (23) Aivazian v. Lakeside Medical Group (BC701224 -Judge Nelson); (24) Gragoosian v. Volt Management Corporation (20STCV28854 - Judge Fruin); (25) Ramirez v. Melrose Gardens LA, LLC (21STCV05842 - Judge Tamzarian); (26) Gutierrez v Buca, Inc. (19BBCV01008 - Judge Kralik); (27) Gonzalez v. 4 Over, LLC, et al. (18STCV01287 – Judge Riff).; (28) Smith v. Velocity Aerospace Group, Inc. (20STCV03159 Judge Palazuelos); and (29) Landeros v. Gardner Management, Ltd. (20STCV03151 Judge Palazuelos); (30) Bustamante v. Calwest Refrigeration, Inc. (CIVSB2119755 Judge Cohn); (31) Baez v. Centinela Skilld Nursing & Wellness Centre, East, LLC (21TRCV00270 Judge Tanaka); (32) Hill v. Prime Healthcare Centinela, LLC (20TRCV00071 - Judge Tanaka); (33) Kim v. Hi-Temp Metals, Inc. (21CHCV00176 Judge Pfahler).; (34) Passos v. Beaumont Management Co., Inc. (20VECV00962 - Judge Fahey); (35) Traub v. Roll Up Doors, Inc. (21PSCV00705 – Judge Falls); (36) Rhyoo v. Loan Depot (VECV01419 - Judge Cotton); (37) Keraachi v. Net2Source Inc (21GDCV01171 - Judge Hofer); (38) Scarpati v. Consejosano, Inc. (22BBCV00003 - Judge Kralik); (39) Chenault v. Los Angeles Collective, LLC (21STCV43550 Judge Meiers); (40) Mosley v. Tender Home Health (21CHCV00773 Judge Sandvig); (41) Cummings v. A Community of Friends (21STCV09262 -Judge Landin); (42) Davtyan v. In2Vision Programs, Inc. (21NWCV00175 - Judge Bernal); (43) Garcia v. Alyn Industries, Inc. (21VECV00671 – Judge Watkins); (44) Borillo v. S&F Management Company, Inc. (21SMCV01370 Judge Mandel); (45) Panosian v. 5905 AHK, LLC

(21VECV00401 Judge Salkin); (46) Medina v. Caden (19VECV00781 Judge Virginia Keeny); (47) Lopez-Casillas v. PHC Service Co. (21STCV08874 Judge Stephen I. Goorvitch); (48) Banks v. Carter Saco Logistics (21CHCV00399 Judge Stephen P. Phahler); (49) Gamil v. 444-448 W. Windsor, LLC, (22GDCV00100 - Judge David A. Rosen); (50) Mota v. Mt. Olive, (22PSCV00154- Judge Sirna Savatore); (51) Reed v. Williams-Sonoma Stores, Inc. (CGC- 22-598118- Judge Ulmer); (52) Ruvalcaba v. Amphenol Corp., (22NWCV00167, Judge Tsao); (53) Sanchez v. Volt Management, (22TRCV00125, Judge Tanaka); (54) Mkhitarian v. Bank of the West, (BC691989 – Judge Freeman); (55) Davis v. Greenbox Loans, Inc. (23STCV03314, Judge Fruin); (56) Vigne v. Payboxt LLC, (23VECV02108, Judge Cotton); (57) Luu v. JV Property Management & Brokerage, Inc., (22CHCV00766, Judge Sandvig); (58) Zuniga v. Norman Krieger Inc., (23LBCV00094, Judge Kim); (59) Ortiz v. Ashley Furniture, (CIVDS2012912/CIVDS2012912, Judge Morgan); (60) Gonzalez v. Costco Wholesale., (22AHCV00255, Judge Moses); (61) Navarrete v. Sunline Transit, (CVRI2103875, Judge Hopp); (62) Murphy v. Fusion Learning (2:21-cv-06732-JAK-AS, Judge Kronstadt); (63) Ratliff v. Wayfinder Family Services (23STCV15669, Judge Takasugi); (64) King v. RADC Enterprises, Inc. (CIVSB2221711, Judge Ortiz); (65) Villegas v. Medical Solutions, LLC (CIVSB2307691, Judge Ortiz); (66) Chandra v. Le Zinc Bar;(22STCV09367, Judge Kuhl); (67) McGuirre v. Fight Club New York LLC; (23STCV27019, Judge Lu) (68) Sosa v. Elwood Staffing Services; (23TRCV01299, Judge Frank) (69) Luu v. PMI Management LLC; (21STCV11962, Judge Meiers) (70) Rico v. IWH: Worley Group Inc.; (22AHCV00040, Judge Crowfoot); (71) Vasquez v. New School; (21STCV13381, Judge Dillon); (72) Galvan v. Cerida (21CV384527 - Judge Zayner); (73) Castilleja v. Grill Concept Services, Inc. DBA Public School 818 (BK Case No. 1:21-bk-10759 - Judge Barash); (74) De Leon v. 225 N. Evergreen st., Inc; (24STCV16343, Judge Killefer); (75) Ortega v. Schamber Electric & Sons, Inc; (CVRI2304524, Judge Hopp); (76) Davis v. Velocity Commercial Capital, LLC (24VECV03347, Judge Amerian); (77) Hall v. The Carpenter Group; (23CV012190, Judge Talley); (78) Martin v. Apartment Management Consultants; (21VECV00527, Judge Watkins); (79) Mercado v. Envision Motors Holdings, Et al.;

(23PSCV02903, Judge Hernandez-Stern); (80) Rosales v. Andry Specialty Vehicles; (24LBCV01332, Judge Heeseman); (81) Williams v. Malibu Management Services (19STCV23520, Judge Rice) (82) Statland v. Global Merchandising Inc., A Delaware Corporation (23STCV10728 , Judge Richardson) (83) Williams v. BDS National Retail Solutions, LLC; (30-2020-01175950-CU-OE-CJC , Judge Melzer) (84) Oliva v. JPY Enterprises, Inc. (23STCV10637, Judge Broadbelt); (84) Poston v. Austin Building and Design Inc., (22AVCV00056, Judge Kelley); (85) Guglielmi v. Roxbury Clinic and Surgery Center, LLC (23SMCV05534, Judge Moreton); (86) Hall v. The Carpenter Group (23CV012190, Judge Talley); (87) Nora Ridge and Leticia Velazquez v. SimonMed Imaging, et al. (23SMCV04110, Judge Young); (88) Roberts v. Sand Investments, Inc., et al. (23STCV09212, Judge Beaudet); (89) Mora v All in the Family, et al. (22PSCV00933, Judge Gridiron Winston); and (90) Taylor v CBRE, et al. (23STCV27888, Judge Lipner); (91) Lopez v Rogar (ECU002490, Judge Jeffrey B. Jones); 92. Roberts v Sands Investments (23STCV09212 Judge Teresa A, Beaudet); 93. Ghaffari v Behavioral Health (23CHCV00098 Judge William F. Highberger); 94. Dillard v Homesite (CIVSB2418616 Judge David E. Driscoll); 95. Biddle v Sherwin Williams (22STCV33983 Judge Kevin C. Brazile); 96. Correia v North Bay (23CV00497 Judge Gaskell); 97. Bondarchuk v. West Coast Parts Distributing, et al. (37-2023-00046042-CU-OE-CTL, Judge Behan).; 98. Omar v. Lippert Components, Inc. (CIVSB2225091) Judge Ortiz; 99. Bradfield v. Nordstrom (24STCV15790) Judge Cochran; 100. Godina, et al. v. Kaiser Foundation Hospitals (23STCV25366) Judge Cunningham III.; 101. Rodriguez v. Immunity Bio (24TRCV02824) Judge Tamara Hall; 102. Adary v. Companion Pet Partners, LLC (23BBCV01067) Judge Frank M. Tavelman; 103. Carter v. Ready Pac (24PSCV00259) Judge Carolyn B. Kuhl; 104. Bernal, et al. v. On Trac (CIVSB2319614) Judge Joseph Ortiz; 105. Manzanares, et al. v. Swinerton (30-2023-01308415-CU-OE-CXC) Judge William D. Claster; 106. Ramirez Guerrero v. George Throop Company (24AHCV00006) Judge Lauren A. R. Lofton.

5. On January 5, 2024, my office on behalf of Plaintiff Patricia Arellano submitted

1 a PAGA Notice against Defendant Northgate Gonzalez Markets, Inc. (“Defendant”).

2 6. On April 26, 2024, Plaintiff Patricia Arellano filed this instant PAGA lawsuit, on
3 behalf of herself and all other Aggrieved Employees who were or are employed by Defendant
4 in the State of California (“*Arellano* PAGA Action”).

5 7. Over the course of this Action, my office conducted a thorough investigation
6 into, and evaluation of, the merits of the potential claims and defenses in the *Arellano* PAGA
7 Action. My office focused our investigation and legal research on the underlying merits of
8 Aggrieved Employees’ claims and the damages to which they were entitled.

9 8. The settlement in this matter was reached in conjunction with *Maria Ibanez v.*
10 *Northgate Gonzalez Market, Inc.*, Los Angeles Superior Court Case No. 24STCV17107
11 (“*Ibanez* PAGA Action”).

12 9. On May 14, 2026, Plaintiff Arellano filed a First Amended Complaint (“FAC”)
13 in this instant Action to add the parties and claims originally filed in *Ibanez* PAGA Action.
14 The FAC in the this instant Action is the Operative Complaint.

15 10. The gross settlement amount as reflected in the Settlement Agreement is
16 \$745,000.00 which includes payment to the aggrieved employees.

17 11. I have determined that the terms set forth in this Settlement Agreement are fair,
18 adequate and reasonable, and in the best interests of the Aggrieved Employees. Further, the
19 proposed settlement did not involve the presence of a governmental participant.

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

22 13. I will continue to work on this case for several more months at a minimum. As
23 PAGA Counsel, along with co-counsels, I anticipate spending significant time on this case
24 attending the Approval hearing and communicating with the Settlement Administrator and with
25 Defendant, as necessary, regarding any settlement administration issues that may arise.

26 **Risk of Representation and Resources Expended**

27 14. This matter has required my firm to expend substantial time that could have been
28 spent on other fee-generating matters. We took this matter on a pure contingency basis,

1 expending this effort without any guarantee of recovery. At various times, the litigation has
2 consumed a significant percentage of my time, my attorney colleagues' time, and my staff's
3 time.

4 15. My firm undertook representation of Plaintiff Arellano and other allegedly
5 aggrieved employees in this action without any assurance of payment for its services, litigating
6 the case on a wholly contingent basis in the face of significant risk. PAGA cases of this type
7 are, by their very nature, complicated and time-consuming. Any lawyer undertaking
8 representation of large numbers of affected employees in these actions inevitably must be
9 prepared to make a tremendous investment of time, energy, and resources. Sometimes these
10 cases result in a recovery for the aggrieved employees, and sometimes they do not, in which
11 case we are paid nothing for our time and costs incurred.

12 **The Costs Invested by Haig B. Kazandjian Lawyers**

13 16. Haig B. Kazandjian Lawyers, APC maintains all records regarding litigation
14 expenses incurred on each case. I have reviewed the records of litigation expenses incurred in
15 this matter. According to our records, our firm has incurred \$1,922.18 in costs as of the filing
16 of this declaration. This amount includes costs attributable to telephonic conferences, copies,
17 and expenses associated with the preparation, research, and filing of the papers in this matter.
18 Attached hereto as **Exhibit 1**, is a true and correct summary of the litigation expenses incurred
19 by my firm, Haig B. Kazandjian Lawyers, APC in this matter. Haig B. Kazandjian Lawyers,
20 APC has not received any reimbursement for any of the monies expended to cover costs incurred
21 in this matter.

22 **Attorney Fees**

23 17. The PAGA Settlement in this case includes attorneys' fees in the amount of
24 \$260,750.00 which is 35% of the Gross Settlement Amount of \$745,000.00 and is
25 commensurate with (1) the risk PAGA Counsel took in commencing the case; (2) the time,
26 effort, and expense dedicated to the case; (3) the skill and determination that PAGA Counsel
27 has shown; (4) the results PAGA Counsel have achieved throughout litigation; and (5) the value
28 of the Settlement that PAGA Counsel has achieved for the Aggrieved Employees.

1 18. I am aware that the common and acceptable rate for contingency representation in
2 representative PAGA action litigation is in the range of approximately 33.33% and up to 50%.
3 Pursuant to the contingency-fee agreement entered into by and between Plaintiffs and PAGA
4 Counsel, Plaintiffs have agreed to a contingency fee of 35% of the total recovery.

5 19. To date, Plaintiffs' counsel, including my firm, Haig B. Kazandjian Lawyers,
6 APC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Lavi & Ebrahimian, LLP have
7 borne all of the risks and costs of litigation and will not receive any compensation until recovery
8 is obtained by Plaintiffs and the Aggrieved Employees.

9 20. PAGA Counsel will split the attorney fees in this action by way of the following:
10 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25% to Haig B. Kazandjian Lawyers,
11 APC, counsel for Plaintiff Patricia Arellano; and 25% to Lavi & Ebrahimian, LLP, counsel for
12 Plaintiff Maria Ibanez. Plaintiffs agreed to this in writing and were informed that the amount of
13 attorney's fees will not increase as a result of this fee sharing.

14 21. PAGA Counsel has incurred many hours of work in connection with this matter,
15 such that the fee request is also justified under a lodestar analysis.

16 22. My firm has expended a total of 165.10 hours, which resulted in a lodestar
17 of \$136,207.50. Attached hereto as **Exhibit 2**, is a true and correct copy of my firm's Time
18 and Task Sheet in Support of our Lodestar.

19 23. The work performed in this matter, the backgrounds of my firm and co-counsel,
20 as well as the individual backgrounds, training, and experience of the attorneys who worked on
21 this matter, in litigating PAGA Actions, support a reasonable blended hourly rate of
22 compensation at the rate of \$825 per hour for work performed by PAGA Counsel. The rate of
23 at least \$825 per hour has been found to be a reasonable rate of compensation for, and awarded
24 with respect to, work performed by members of Haig B. Kazandjian Lawyers, APC, by courts
25 granting approval in other cases.

26 **Enhancement Payment**

27 24. In exchange for a general release, the release of all their individual claims in the
28 lawsuit, and for their time, effort and risk in bringing and prosecuting this matter, the Parties

1 have agreed to pay Enhancement Payments of \$2,500.00 each to Plaintiffs Patricia Arellano
2 and Maria Ibanez.

3 25. The requested Enhancement Payments are fair and appropriate considering the
4 substantial amount of time the named Plaintiffs spent in prosecution of this case and the
5 substantial reputational risk they took on in bringing the claims.

6 26. The Enhancement Payments are also proportional compared to the total recovery
7 in this case. The requested Enhancement Payments are well within the range of
8 reasonableness, particularly because the Settlement Class/PAGA Representatives have agreed
9 to sign general releases, whereas each Settlement Class Member and Aggrieved Employee
10 will only be releasing specific wage and hour claims.

11 27. The Settlement PAGA Representatives, simply by having their name listed as
12 the named Plaintiffs on court documents that are widely available on the internet, have
13 undertaken significant risks and notoriety in bringing these cases. To date, the named Plaintiffs
14 have not received any personal benefit as a result of their efforts in this Litigation.

15 28. I have personal knowledge regarding the participation of Plaintiff Arellano in
16 this action, and I believe that the requested Enhancement Payment to Plaintiff Arellano is fair
17 and appropriate. Plaintiff Arellano spent a substantial amount of time and effort to produce
18 relevant information, documents, and past employment records, and gathering and providing
19 the facts and evidence necessary to prove the allegations. Plaintiff was available whenever
20 Plaintiff's counsel needed her and actively tried to obtain information that would benefit the
21 Aggrieved Employees.

22 29. Accordingly, it is appropriate and just for Plaintiff Arellano to receive an
23 Enhancement Payment in the amount set forth above, in addition to his Individual Settlement
24 Payment, for her services provided, and risks undertaken on behalf of all Aggrieved
25 Employees. I am informed and believe that the Settlement Payment to Plaintiff Maria Ibanez
26 is likewise fair and appropriate, and a proper reflection of the efforts by Plaintiff Maria Ibanez
27 in connection with the matter.
28

Notice to the LWDA

30. I have provided the California Labor Workforce and Development Agency (“LWDA”) notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2), (1)(4). Attached hereto as **Exhibit 3**, is a true and correct copy of the LWDA’s online case portal, which shows that the Settlement Agreement has been submitted to the LWDA. Thus, Plaintiff has complied with the notice requirements of PAGA.

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

Executed this 31st day of July 2026 at Glendale, California

/s/ Haig B. Kazandjian

Haig B. Kazandjian

EXHIBIT 1

Arellano v Northgate Gonzalez Markets, Inc.; LASC Case Number 24STCV10515	
Description	Billable (\$)
LWDA Filing: PAGA Notice	\$ 75.00
Certified Mail: PAGA Notice (1 Recipient) Tracking No.: 9589071052701312167747	\$ 4.98
OneLegal E-Filing: Proof of Service by Substitute Service (Invoice #22804225)	\$ 19.71
OneLegal E-Filing: Case Initiation (Invoice #22772242)	\$ 467.55
Efiling Notice of Association	\$ 19.71
Invoice from One Legal for CMS for \$19.71	\$ 19.71
23640959 Notice of Continuance	\$ 19.71
OneLegal E-Filing: Case Management Statement Order Number: 23844857	\$ 19.77
OneLegal E-Filing: Opposition,Declaration,Request for Judicial Notice,Proof of Service (not Summons and complaint) Order Number: 23865656	\$ 15.44
OneLegal E-Filing: Opposition,Request for Judicial Notice,Declaration,Proof of Service (not Summons and Complaint) Order Number: 23889444	\$ 19.77
CA: File To Existing - #24LA01951013 - PATRICIA ARELLANO, ON BEHALF OF ALL AGGRIE...: Objection (name extension) (1 filing)	\$ 20.70
CA: File To Existing - #25LA00005023 - PATRICIA ARELLANO,...: Notice of Change of Address or Other Contact In... (1 filing)	\$ 20.70
CA: File To Existing - #25LA00124891 - PATRICIA ARELLANO, ON BEHALF OF ALL AGGRIEV...: Case Management Statement (1 filing)	\$ 22.70
Fees for Transcript on Appeal	\$ 259.75
OneLegal Order No: 24651590 Opposition Filing	\$ 23.44
Arb Initiation Fee of \$500	\$ 500.00
Certified Mail Postage for Arb Initiation	\$ 7.16
Personal Service of S&C as to Northgate Gonzalez Markets, Inc.	\$ 204.88
Anticipated filing fee for Stip for Approval	\$ 42.70
26.02.12 Arellano - (6356568) Infotrack invoice for \$44.70 for.: Stipulation and Order (name extension)	\$ 44.70
26.03.17 Arellano - (6617078) Infotrack invoice for \$24.70 for.: Notice of Ruling	\$ 24.70
26.04.29 Arellano - (7009809) Infotrack invoice for \$44.70 for.: Stipulation and Order (name extension)	\$ 44.70
26.05.14 Arellano - (7155216) Infotrack invoice for \$24.70 for.: Amended Complaint	\$ 24.70
Total:	\$ 1,922.18

EXHIBIT 2

HAIG B. KAZANDJIAN LAWYERS, APC
PATRICIA ARELLANO v. NORTHGATE GONZALEZ MARKETS, INC., ET AL.
CASE NO. 24STCV10515 - LODESTAR

Hours	Task	Hourly Rate	Billable Amount
6.25	Pre-Lawsuit Investigation of the Key Facts with a Focus on Representative Action elements, including but not limited to adequacy of Potential Plaintiff(s), Pre-Lawsuit Investigation of the Merits of Claims and the Merits of the Claims of Other Representative Class Members Civil Penalties Under the California Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq	\$825.00	\$5,156.25
2.25	Pre-Lawsuit Inquiry and Analysis of Potential Civil Penalties Exposure of Defendants with Respect to the Damages Sustained By/Civil Penalties Owed to Plaintiff and the Aggrieved Employees	\$825.00	\$1,856.25
2.00	Pre-Lawsuit Legal Research & Analysis of Latest Off-the-Clock, Meal and Rest Break Law, Failure to Reimburse Business Expenses, and Representative PAGA Decisions, including all New Relevant DLSE Materials	\$825.00	\$1,650.00
2.50	Investigation of Defendants' Organization and Corporate Structure, Vendors, and Executive Reporting Structure as they Related to the Employment and Management of the Representative Class Members	\$825.00	\$2,062.50
2.25	Investigation of Defendants' Executives, Officers, and Leadership with a Focus on Involvement in Wage and Hour Issues and Establishing Willfulness and Uniformity	\$825.00	\$1,856.25
3.25	Research and Analysis of Potential Defenses Defendants May Raise, Including, Non- Compensable Off-the-Clock Work, Waiver, and Compliant Policies	\$825.00	\$2,681.25
3.75	Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Discovery, Liability, and Civil Penalties	\$825.00	\$3,093.75
5.25	Analysis and Review of Personnel Documents/Client Docs of Plaintiffs	\$825.00	\$4,331.25
3.00	Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues.	\$825.00	\$2,475.00
1.25	Comparative Analysis and Cross-Checking of All Available Job Postings by Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the- Clock or During Meal or Rest Breaks	\$825.00	\$1,031.25
2.25	Research and Investigation Re Manageability Issues, including Research Regarding Which Experts to retain and For What Purpose	\$825.00	\$1,856.25
2.00	Drafted, edited, reviewed and serve Records Request to Defendants	\$825.00	\$1,650.00
2.00	Review Defendant's Response to Records Request and Plaintiff's personnel file	\$825.00	\$1,650.00
2.00	Research and Investigation Re: Staffing Models and Staffing Levels at Defendant's Company	\$825.00	\$1,650.00
2.75	Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Reporting Time, Timekeeping, Meal/Rest Breaks, Overtime Compensation, and Reimbursement of Business-Related Expenses	\$825.00	\$2,268.75
4.75	Review and Analysis of Defendant's Written Policies, Practices, and Procedures and Related Documents Regarding Timekeeping, Compensation, and Wage-and-Hour Compliance	\$825.00	\$3,918.75
3.00	Review and Analysis of Defendant's Business-Related Expense Reimbursements Policy, Procedures and Practices, and Related Documents/Information	\$825.00	\$2,475.00
4.75	Review and Analysis of Defendant's Documents/Information Evidencing Defendant's Scheduling Practices and Procedures	\$825.00	\$3,918.75
4.00	Pre-filing investigation — review of employment records, payroll records, and wage statements; factual analysis of labor code violations	\$825.00	\$3,300.00
3.00	Legal research re: PAGA standing, class action viability, and applicable Labor Code violations	\$825.00	\$2,475.00
3.00	Client intake, initial consultation, and employment interview review	\$825.00	\$2,475.00
4.00	Drafted, edited, reviewed, and sent PAGA Notice to LWDA and Defendant	\$825.00	\$3,300.00
5.00	Drafted, edited, reviewed, and finalized PAGA complaint, Summons, and Civil Case Cover Sheet.	\$825.00	\$4,125.00
0.15	Reviewed Alternative Dispute Resolution Packet from Court	\$825.00	\$123.75
0.50	Drafted, edited, reviewed, filed and served Proof of Service by Substituted Service	\$825.00	\$412.50

Hours	Task	Hourly Rate	Billable Amount
0.25	Reviewed Notice of Case Management Conference from Court and made corresponding calendar entries.	\$825.00	\$206.25
2.00	Reviewed Defendant's Answer to Complaint	\$825.00	\$1,650.00
0.50	Drafted, edited, reviewed, finalizaed, filed and served Notice of Association of Counsel	\$825.00	\$412.50
1.50	Reviewed Defendant's Motion to Compel Arbitration and Declarations of Corinne D. Spencer and Teresa J. Martinez in Support of Defendant's Motion	\$825.00	\$1,237.50
0.75	Drafted, edited, reviewed, finalized, filed and served Case Management Statement	\$825.00	\$618.75
0.15	Reviewed Defendant's Case Management Statement	\$825.00	\$123.75
0.15	Reviewed Notice Re: Continuance of Hearing and Order	\$825.00	\$123.75
0.50	Drafted, edited, finalized, filed and served Notice of Continuance	\$825.00	\$412.50
0.50	Drafted, edited, finalized, filed and served Case Management Statement	\$825.00	\$412.50
0.50	Edited, finalized, filed and served Request for Judicial Notice and Proof of Service	\$825.00	\$412.50
1.75	Edited, finalized, filed, and served Opposition to Defendants Motion to Compel Arbitration and Stay Pending Litigation and Declaration ISO of Opposition	\$825.00	\$1,443.75
1.00	Reviewed Defendant's Reply in Support of their Motion to Compel Arbitration and Stay Pending Litigation	\$825.00	\$825.00
0.75	Reviewed Defendant's Objection to Plaintiff's Request for Judicial Notice in Support of Plaintiff's Opposition to Defendant's Motion to Compel	\$825.00	\$618.75
0.25	Reviewed Minute Order from Court re Hearing on Motion to Compel Arbitration	\$825.00	\$206.25
0.50	Reviewed Defendant's Request for Statement of Decision	\$825.00	\$412.50
0.25	Reviewed Defendan'ts Notice of New Authority	\$825.00	\$206.25
1.25	Edited, finalized, filed and served Objection to Defendant's Notice of New Authority	\$825.00	\$1,031.25
1.00	Reviewed Defendant's Response to Plaintiff's Objection to Notice of New Authority	\$825.00	\$825.00
0.75	Reviewed Defendant's Notice of Appeal/Cross Appeal with Proof of Service	\$825.00	\$618.75
1.00	Reviewed Defendant's Notice Designating Record of Appeal APP-003/010/103 with Proof of Service	\$825.00	\$825.00
0.50	Reviewed Defendant's Request for Judicial Notice	\$825.00	\$412.50
0.50	Reviewed Notice of Filing of Notice of Appeal from Court	\$825.00	\$412.50
2.00	Reviewed Denfendat's Motion for Stay of Proceedings and Memorandum of Points & Authorities	\$825.00	\$1,650.00
0.15	Drafted, edited, finalized, filed and served Notice of Change of Address	\$825.00	\$123.75
0.50	Reviewed Notice of Default Issued from Court	\$825.00	\$412.50
0.50	Drafted, edited, finalized, filed and served Case Management Statement	\$825.00	\$412.50
0.25	Reviewed Defendant's Case Management Statement	\$825.00	\$206.25
0.25	Reviewed notice of Fees Due for Clerk's Transcript on Appeal NOA 12/6/2024 B343143	\$825.00	\$206.25
1.00	Reviewed Defendant's Motion to Stay Pending Appeal	\$825.00	\$825.00

Hours	Task	Hourly Rate	Billable Amount
1.50	Reviewed Defendant's Memorandum of Points and Authorities in Support of Defendant Northgate Gonzalez Markets, Inc.'s Motion for Stay Pending Appeal	\$825.00	\$1,237.50
0.25	Reviewed Minute Order from Court re Hearing on Motion for Stay of Proceedings	\$825.00	\$206.25
			0.25
0.50	Reviewed Defendant's Notice of Entry of Order and Abandonment of Appeal	\$825.00	\$412.50
0.25	Reviewed Notice of Non-Compliance from Court	\$825.00	\$206.25
0.50	Reviewed Appellate Order Dismissing Appeal NOA 12/06/2024 B343143	\$825.00	\$412.50
0.50	Reviewed Appeal - Remittitur - Appeal Dismissed NOA 12/06/2024	\$825.00	\$412.50
4.00	Drafted, edited, finalized, filed and served Joint Stipulation to Vacate the Post-Arbitration Status Conference and Schedule a Status Conference re Submission of Settlement Approval Documents; and Proposed Order	\$825.00	\$3,300.00
0.25	Reviewed Minute order from Court and made corresponding calendar entries and adjustments	\$825.00	\$206.25
0.25	Drafted, edited, finalized, filed, and served Notice of Ruling	\$825.00	\$206.25
			1.50
3.00	Drafted, edited, finalized, filed, and served First Amended Complaint	\$825.00	\$2,475.00
0.25	Drafted, edited, finalized, filed, and served Proof of Service (not Summons and Complaint)	\$825.00	\$206.25
1.00	Drafted, edited, finalized, filed, and served Joint Status Conference Report	\$825.00	\$825.00
0.25	Reviewed Minute Order re Status Conference re submission of Settlement Approval Documents	\$825.00	\$206.25
2.00	Reviewed Defendant's Answer to First Amended Complaint	\$825.00	\$1,650.00
30.00	Communication with client throughout entirety of the case	\$825.00	\$24,750.00
10.00	Bi-weekly meetings revieweing case and making strategical adjustments	\$825.00	\$8,250.00
	Email Correspondence		
1.00	Correspondence re: case management conference scheduling and court orders	\$825.00	\$825.00
2.00	Correspondence re: mediator's proposal review and acceptance with co-counsel and opposing counsel	\$825.00	\$1,650.00
3.00	Correspondence re: settlement agreement drafts, revisions, and signature coordination among all parties	\$825.00	\$2,475.00
2.00	Correspondence re: settlement administration — class data delivery, notice mailing timeline, and administrator coordination	\$825.00	\$1,650.00
1.00	Correspondence re: post-preliminary approval timeline, proposed order, and Spanish class notice translation	\$825.00	\$825.00
0.50	Correspondence re: service list updates and notice of change of address	\$825.00	\$412.50
0.50	Correspondence re: Notice of Ruling distribution and filing	\$825.00	\$412.50
	HEARINGS		
1.50	Hearing on Motion to Compel Arbitration (10/16/2024)	\$825.00	\$1,237.50
1.50	Hearing on Motion for Stay of Proceedings (2/19/2025)	\$825.00	\$1,237.50

Hours		Task	Hourly Rate	Billable Amount
165.10		TOTAL COSTS		\$136,207.50

EXHIBIT 3

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1003293-24
Plaintiff for PAGA Case: Patricia Arellano
Filer/Attorney for PAGA Case: Haig Kazandjian
Law Firm for PAGA Plaintiff: Haig B. Kazandjian Lawyers, APC
Employer: NORTHGATE GONZALEZ MARKETS, INC.
Date Case Received:
Employer Filer Firm: Pearlman, Brown & Wax
Court Type: California Superior Courts
Court Name: Los Angeles County Superior Court
PAGA Court Case Number: 24STCV10515
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 07/24/2025 02:28:11 PM by Abigail Aguirre	Conformed Complaint.pdf	07/24/2025 02:28 PM	Court Complaint
Cure/Employer Response Submitted on 02/07/2024 04:01:08 PM by Aldo Armenta	Letter to LWDA.pdf	02/07/2024 04:01 PM	Employer Response
PAGA Notice Submitted on 01/05/2024 03:07:48 PM by Haig Kazandjian	2024 01-05 P. Arellano PAGA Notice.pdf	01/05/2024 03:08 PM	PAGA Notice
Proposed Settlement Submitted on 07/25/2026 01:06:23 PM by Haig Kazandjian	20260527_PAGA_Settlement_Agreement--Ibanez_v_Northgate_(all_Ps and D signed).pdf	07/25/2026 01:06 PM	Proposed Settlement