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8 *Attorneys for* Plaintiff GINA DILLARD, on behalf of
9 all other Aggrieved Employees only

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN BERNARDINO**

12 GINA DILLARD, on behalf of all other
13 Aggrieved Employees only;

14 Plaintiff,

15 v.

16 HOMESITE SERVICES, INC., a California
Stock Corporation, and DOES 1 through 50,
inclusive,

17 Defendant.

Case No. CIVSB2418616

*[Assigned for all purposes to Hon. Judge
David E. Driscoll, Dept. S22-SBJC]*

**DECLARATION OF HAIG B. KAZANDJIAN
IN SUPPORT OF MOTION FOR ORDER
GRANTING APPROVAL OF PAGA
SETTLEMENT**

Date: September 17, 2025

Time: 9:00 a.m.

Dept: S22-SBJC

Reservation No.:

Complaint Filed: June 7, 2024

Trial Date: Not Yet Set

1 **DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF PLAINTIFF'S MOTION**
2 **FOR APPROVAL OF PAGA SETTLEMENT**

3 I, Haig B. Kazandjian, declare:

4 1. I am an attorney licensed to practice before all courts of the State of California. I
5 am counsel for the PAGA action Plaintiff, Gina Dillard, herein and have personal knowledge of the
6 facts thereto. If called as a witness, I could and would competently testify herein.

7 **Qualifications of PAGA Counsel**

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

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

15 4. I am well-experienced in wage-and-hour class action litigation as well as PAGA
16 litigation. As PAGA counsel, I have been granted final approval of many wage-and-hour class
17 actions and PAGA representative action. I have acted as lead counsel on the following class and
18 PAGA cases which gained final approval by the Court: (1) Kalbaklian et al. v. PSI Services LLC
19 (BC637011 - Judge Freeman); (2) Hackett et al. v. Hotei Marketing (BC639589 - Judge
20 Palazuelos); (3) Shamiryan et al. v. Codemetro (BC683326 - Judge Buckley) (4) Gutierrez et al.
21 v. Foremost Foods Corp. (BC706453 - Judge Mooney); (5) Salinas et al. v. True World Foods
22 Los Angeles (18STCV01288 - Judge Nelson); (6) Estrada v. TT Fremont Holding, Inc.
23 (19CHCV00193 - Judge Sandvig); (7) Visket v. LA Solar Group Inc (LS030122 - Judge Cotton);
24 (8) Nicholas v. Rockstar Beverage Corp. (19STCV18234 - Judge Court); (9) Glassel v.
25 Toscanova (20VECV00755 - Judge Keeny); (10) Beltran v. Vista Del Mar Child and Family
26 Services (20SMCV01926 - Judge Karlan); (11) Arceo v. Volcano Grill, Inc. (19BBCV00473 -
27 Judge Kralik); (12) Gonzalez-Arellano v. Starchild Interventions (21STCV10947); (13) Ba v.
28 Advantage Gold LLC (20SMCV01687 - Judge Epstein); (14) Godinez v. The Natures Bounty

1 Co. (20CHCV00263 - Judge Sandvig; (15) Martinez v. Alfred Club, LLC (19STCV44314 - Judge
2 Jones); (16) Cam Luu, et al. v. PMI Management, LLC (21STCV11962) - Judge Leis); (17)
3 Alexandre Passos, et al. v. Beaumont Management Co. Inc., et al. (20VECV00962 - Judge
4 Fahey); (18) Gerardo Linares, et al. v. Adept Fasteners, Inc. (21CHCV00181- Judge Pfahler);
5 (19) Lisa Clark, et al. v. Allstate Investment Group, Inc. (21SMCV00632 - Judge Zukin); (20)
6 Mariam Davtyan, et al. v. IN2VISION Programs, LLC (21NWCV00175- Judge Bernal); (21)
7 Erik Lopez, et al. v. The Switch Enterprises, LLC (21BBCV00710 - Judge Hofer); (22) Arin
8 Shipley, et al. Robsag Inc., et al. (20GDCV00578 - Judge Leis) (23) Aivazian v. Lakeside
9 Medical Group (BC701224 -Judge Nelson); (24) Gragoosian v. Volt Management Corporation
10 (20STCV28854 - Judge Fruin); (25) Ramirez v. Melrose Gardens LA, LLC (21STCV05842 -
11 Judge Tamzarian); (26) Gutierrez v Buca, Inc. (19BBCV01008 - Judge Kralik); (27) Gonzalez
12 v. 4 Over, LLC, et al. (18STCV01287 – Judge Riff).; (28) Smith v. Velocity Aerospace Group,
13 Inc. (20STCV03159 Judge Palazuelos); and (29) Landeros v. Gardner Management, Ltd.
14 (20STCV03151 Judge Palazuelos); (30) Bustamante v. Calwest Refrigeration, Inc.
15 (CIVSB2119755 Judge Cohn); (31) Baez v. Centinela Skilld Nursing & Wellness Centre, East,
16 LLC (21TRCV00270 Judge Tanaka); (32) Hill v. Prime Healthcare Centinela, LLC
17 (20TRCV00071 - Judge Tanaka); (33) Kim v. Hi-Temp Metals, Inc. (21CHCV00176 Judge
18 Pfahler).; (34) Passos v. Beaumont Management Co., Inc. (20VECV00962 - Judge Fahey); (35)
19 Traub v. Roll Up Doors, Inc. (21PSCV00705 – Judge Falls); (36) Rhyoo v. Loan Depot
20 (VECV01419 - Judge Cotton); (37) Keraachi v. Net2Source Inc (21GDCV01171 - Judge Hofer);
21 (38) Scarpati v. Consejosano, Inc. (22BBCV00003 - Judge Kralik); (39) Chenault v. Los Angeles
22 Collective, LLC (21STCV43550 Judge Meiers); (40) Mosley v. Tender Home Health (
23 21CHCV00773 Judge Sandvig); (41) Cummings v. A Community of Friends (21STCV09262 -
24 Judge Landin); (42) Davtyan v. In2Vision Programs, Inc. (21NWCV00175 - Judge Bernal); (43)
25 Garcia v. Alyn Industries, Inc. (21VECV00671 – Judge Watkins); (44) Borillo v. S&F
26 Management Company, Inc. (21SMCV01370 Judge Mandel); (45) Panosian v. 5905 AHK, LLC
27 (21VECV00401 Judge Salkin); (46) Medina v. Caden (19VECV00781 Judge Virginia Keeny);
28 (47) Lopez-Casillas v. PHC Service Co. (21STCV08874 Judge Stephen I. Goorvitch); (48) Banks

1 v. Carter Saco Logistics (21CHCV00399 Judge Stephen P. Phahler); (49) Gamil v. 444-448 W.
2 Windsor, LLC, (22GDCV00100 - Judge David A. Rosen); (50) Mota v. Mt. Olive,
3 (22PSCV00154- Judge Sirna Savatore); (51) Reed v. Williams-Sonoma Stores, Inc. (CGC- 22-
4 598118- Judge Ulmer); (52) Ruvalcaba v. Amphenol Corp., (22NWCV00167, Judge Tsao); (53)
5 Sanchez v. Volt Management, (22TRCV00125, Judge Tanaka); (54) Mkhitarian v. Bank of the
6 West, (BC691989 – Judge Freeman); (55) Davis v. Greenbox Loans, Inc. (23STCV03314, Judge
7 Fruin); (56) Vigne v. Payboxt LLC, (23VECV02108, Judge Cotton); (57) Luu v. JV Property
8 Management & Brokerage, Inc., (22CHCV00766, Judge Sandvig); (58) Zuniga v. Norman
9 Krieger Inc., (23LBCV00094, Judge Kim); (59) Ortiz v. Ashley Furniture,
10 (CIVDS2012912/CIVDS2012912, Judge Morgan); (60) Gonzalez v. Costco Wholesale.,
11 (22AHCV00255, Judge Moses); (61) Navarrete v. Sunline Transit, (CVRI2103875, Judge Hopp);
12 (62) Murphy v. Fusion Learning (2:21-cv-06732-JAK-AS, Judge Kronstadt); (63) Ratliff v.
13 Wayfinder Family Services (23STCV15669, Judge Takasugi); (64) King v. RADC Enterprises,
14 Inc. (CIVSB2221711, Judge Ortiz); (65) Villegas v. Medical Solutions, LLC (CIVSB2307691,
15 Judge Ortiz); (66) Chandra v. Le Zinc Bar;(22STCV09367, Judge Kuhl); (67) McGuirre v. Fight
16 Club New York LLC; (23STCV27019, Judge Lu) (68) Sosa v. Elwood Staffing Services;
17 (23TRCV01299, Judge Frank) (69) Luu v. PMI Management LLC; (21STCV11962, Judge
18 Meiers) (70) Rico v. IWH: Worley Group Inc.; (22AHCV00040, Judge Crowfoot); (71) Vasquez
19 v. New School; (21STCV13381, Judge Dillon); (72) Galvan v. Cerida (21CV384527 - Judge
20 Zayner); (73) Castilleja v. Grill Concept Services, Inc. DBA Public School 818 (BK Case No.
21 1:21-bk-10759 - Judge Barash); (74) De Leon v. 225 N. Evergreen st., Inc; (24STCV16343,
22 Judge Killefer); (75) Ortega v. Schamber Electric & Sons, Inc; (CVRI2304524, Judge Hopp);
23 (76) Davis v. Velocity Commercial Capital, LLC (24VECV03347, Judge Amerian); (77) Hall v.
24 The Carpenter Group; (23CV012190, Judge Talley); (78) Martin v. Apartment Management
25 Consultants; (21VECV00527, Judge Watkins); (79) Mercado v. Envision Motors Holdings, Et
26 al.; (23PSCV02903, Judge Hernandez-Stern); (80) Rosales v. Andry Specialty Vehicles;
27 (24LBCV01332, Judge Heeseman); (81) Williams v. Malibu Management Services
28 (19STCV23520, Judge Rice) (82) Statland v. Global Merchandising Inc., A Delaware

1 Corporation (23STCV10728 , Judge Richardson) (83) Williams v. BDS National Retail
2 Solutions, LLC; (30-2020-01175950-CU-OE-CJC , Judge Melzer) (84) Oliva v. JPY Enterprises,
3 Inc. (23STCV10637, Judge Broadbelt); (84) Poston v. Austin Building and Design Inc.,
4 (22AVCV00056, Judge Kelley); (85) Guglielmi v. Roxbury Clinic and Surgery Center, LLC
5 (23SMCV05534, Judge Moreton); (86) Hall v. The Carpenter Group (23CV012190, Judge
6 Talley), and (87) Roberts v. Sand Investments, Inc., et al. (23STCV09212, Judge Beaudet).

7 5. Over the course of this Action, Plaintiff's Counsel conducted a thorough
8 investigation into, and evaluation of, the merits of the potential claims and defenses. Plaintiff's
9 Counsel focused their investigation and legal research on the underlying merits of Aggrieved
10 Employees' claims, the damages to which they were entitled, and the propriety of class
11 certification. As part of their investigation, Plaintiff's Counsel conducted a thorough
12 investigation which included substantial discovery. Additionally, Plaintiff's Counsel conducted
13 in-depth background research on Defendant, including obtaining each named Plaintiff's
14 personnel file and reviewing Defendant's website job postings to obtain further information on
15 the claims and defenses.

16 6. I recognize the expense and length of continued proceedings necessary to litigate
17 this Action through trial and potential appeals. I have also taken into account the uncertainty and
18 risk of the outcome of further litigation and arbitration, and the difficulties and delays inherent in
19 such proceedings. I am also aware of the burdens of proof necessary to establish liability for the
20 claims asserted in the Action, both generally and in response to Defendant's defenses, and the
21 difficulties in establishing damages for the Aggrieved Employees. If the Parties continued to
22 litigate the case, they would need to conduct extensive further document discovery, including
23 substantial discovery of electronically-stored information, and take numerous depositions of
24 Defendant's corporate representatives, Aggrieved Employees, and other fact witnesses. The
25 Parties' Settlement is not the result of fraud or collusion. Rather, the proposed Settlement was
26 reached after commencing litigation and following highly contested litigation and arms-length
27 negotiations with opposing counsel in this matter. Pursuant to *Kullar v. Foot Locker Retail, Inc.*
28

1 (2008) 168 Cal.App.4th 116, the Parties conducted extensive discovery and exchanged documents,
2 data, and information prior to mediating.

3 7. Accordingly, I have determined that the terms set forth in this Settlement
4 Agreement are fair, adequate and reasonable, and in the best interests of the Aggrieved
5 Employees. Having carefully weighed all these considerations, at the time the Settlement was
6 reached, I was satisfied that the proposed Settlement was in the best interests of the Aggrieved
7 Employees. Further, the proposed settlement did not involve the presence of a governmental
8 participant.

9 8. The ongoing work in litigating the claims in this case has been extensive, and
10 ultimately successful, in achieving a substantial settlement resolution.

11 9. I will continue to work on this case for several more months at a minimum. As
12 PAGA Counsel, along with co-counsel, I anticipate spending significant time on this case attending
13 the Final Approval hearing, and answering Aggrieved Employees' questions, communicating with
14 the Settlement Administrator, and communicating with Defendant as necessary regarding any
15 settlement administration issues that may arise.

16 **Risk of Representation and Resources Expended**

17 10. This matter has required my firm to expend substantial time that could have been
18 spent on other fee-generating matters. We took this matter on a pure contingency basis, expending
19 this effort without any guarantee of recovery. At various times, the litigation has consumed a
20 significant percentage of my time, my attorney colleagues' time, and my staff's time.

21 11. My firm undertook representation of Plaintiffs in this action without any assurance
22 of payment for its services, litigating the case on a wholly contingent basis in the face of significant
23 risk. PAGA cases of this type are, by their very nature, complicated and time-consuming. Any
24 lawyer undertaking representation of large numbers of affected employees in PAGA actions
25 inevitably must be prepared to make a tremendous investment of time, energy, and resources.
26 Sometimes these cases result in a recovery for the aggrieved employees, and sometimes they do
27 not, in which case we are paid nothing for our time and costs incurred.

1 **The Value of the Time and Costs Invested by Haig B. Kazandjian Lawyers**

2 12. As of today, my firm has expended approximately 211.45 hours on this matter, with
3 work still continuing. Attached hereto as **Exhibit 1** is a true and correct Attorney Task and Time
4 Chart that sets forth in detail the breakdown of time for the requisite tasks performed by PAGA
5 Counsel. The firm's total lodestar for these hours amounts to \$153,301.00.

6 13. The work performed in this matter, the backgrounds of my firm, as well as the
7 individual backgrounds, training, and experience of the attorneys who worked on this matter, in
8 litigating class actions, and in particular, wage-and-hour matters, support a reasonable blended
9 hourly rate of compensation at the rate of \$725 per hour for work performed by PAGA Counsel.
10 The rate is my firm's current billing rate and is supported by the extensive and specialized
11 experience in these types of cases and has been approved by other courts. My office's rates are
12 also in line with those typically approved in California wage-and hour class action and PAGA
13 litigation. The Laffey Matrix would actually provide for a rate increase. (Haig B. Kazandjian
14 Lawyers, APC: Founder, Haig B. Kazandjian, 11+ years' experience - \$878)

15 **Out-of-Pocket Costs Incurred by Haig B. Kazandjian Lawyers**

16 14. Haig B. Kazandjian Lawyers, APC maintains all records regarding litigation
17 expenses incurred on each case. I have reviewed the records of litigation expenses incurred in this
18 matter. According to our records, our firm has incurred at least \$15,942.13 in costs as of the filing
19 of this declaration. This amount includes costs attributable to telephonic conferences, copies, and
20 expenses associated with the preparation, research, and filing of the papers in this matter. Attached
21 hereto as **Exhibit 2** is a true and correct summary of the litigation expenses incurred by Haig B.
22 Kazandjian Lawyers, APC in this matter. Haig B. Kazandjian Lawyers, APC has not received any
23 reimbursement for any of the monies expended to cover costs incurred in this matter.

24 **Enhancement Payment**

25 15. In exchange for a general release, the release of all her individual claims in the
26 lawsuit, and for her time, effort and risk in bringing and prosecuting this matter, the Parties have
27 agreed to pay an Enhancement Payment of \$10,000 to Plaintiff Dillard.

16. The requested Enhancement Payment is fair and appropriate considering the substantial amount of time the named Plaintiff spent in prosecution of this case and the substantial reputational risk she took on in bringing the claims.

17. The Enhancement Payment is also proportional compared to the total recovery in this case. The requested enhancement payments are well within the range of reasonableness, particularly in light of the fact that the PAGA Representative has agreed to sign general releases, whereas each Aggrieved Employee will only be releasing specific wage and hour claims.

18. The PAGA Representative, simply by having her name listed as the named Plaintiff on court documents that are widely available on the internet, has undertaken significant risks and notoriety in bringing these cases. To date, the PAGA Representative has not received any personal benefit as a result of her efforts in this Litigation.

19. The requested Enhancement Payment is fair and appropriate. Plaintiff spent a substantial amount of time and effort to produce relevant information, documents, and past employment records, preparing and sitting through her deposition, and gathering and providing the facts and evidence necessary to prove the allegations. Plaintiff was available whenever Plaintiff's counsel needed her and actively tried to obtain information that would benefit the Aggrieved Employees.

20. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment in the amount set forth above, in addition to her Individual Settlement Payment, for her services provided, and risks undertaken on behalf of all Aggrieved Employees. The ongoing work in litigating the claims in this case will be extensive and uncertain, however, Plaintiff has achieved a substantial settlement resolution at this time.

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

Executed this 21st day of July 2025, at Glendale, California

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HAIG B. KAZANDJIAN