

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Daniel U. Frydman, Esq. (SBN 330067)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
dfrydman@lelawfirm.com

Attorneys for Plaintiff CHANDRA ALEXANDER,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT**

Coordinated Proceedings:

HUMANA MARKETPLACE WAGE AND
HOUR CASES

Included Actions:

Cordero v. Humana MarketPoint, Inc. Alameda
County Superior Court Case No. 24CV098568

Alexander v. Humana MarketPoint, Inc. Los
Angeles Superior Court Case No.
25STCV10591

Alexander v. Humana MarketPoint, Inc. Los
Angeles Superior Court Case No.
25STCV17572

CASE NO.: 24CV098568

*[Assigned for all purposes to Hon. Carolyn B.
Kuhl Dept.:12]*

**DECLARATION OF DANIEL U.
FRYDMAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing:

Date: September 10, 2026

Time: 10:30 a.m.

Dept: 12

Judge: Hon. Carolyn B. Kuhl

Date Filed: November 6, 2024

FAC Filed: June 30, 2025

- 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

I, Daniel U. Frydman, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimi, LLP, counsel for Plaintiff Chandra Alexander (“Plaintiff Alexander”) in this action against Defendant HUMANA MARKETPOINT, INC. (“Defendant”), and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file and action in this matter, I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all State and Federal Courts of California.

2. This Declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

13

3. Plaintiff Alexander worked as an hourly non-exempt employee for Defendant from approximately June 5, 2024, until on or about February 25, 2025. Plaintiff Alexander seeks to represent all persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period (“Class”).

4. On April 9, 2025, Plaintiff Alexander commenced her action by filing a Complaint alleging causes of action against Defendant for 1. Failure to Pay Wages for all hours worked at Minimum Wage; 2. Failure to Pay Overtime Wages for Daily Overtime Worked; 3. Failure to Authorize or Permit Meal Periods; 4. Failure to Authorize or Permit Rest Breaks; 5. Failure to Provide Complete and Accurate Wage Statements; 6. Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment; and 7. Violation of Business and Professions Code §§ 17200, et seq., filed in the Los Angeles Superior Court, Case No. 25STCV10591 (“Alexander Class Action”).

5. Plaintiff Alexander sent a notice to the Labor and Workforce Development Agency (“LWDA”) on April 9, 2025 indicating her intent to seek penalties under PAGA for all aggrieved employees based on Defendant’s failure to provide meal and rest breaks, pay minimum and overtime

1 wages, timely pay wages upon termination, provide accurate wage statements to its employees, and
2 business reimbursement. It is important to note that the LWDA did not provide notice of its intention
3 to investigate Plaintiff Alexander's PAGA claim within the 65-day deadline under PAGA.

4 6. On June 16, 2025, Plaintiff Alexander filed a Private Attorney General Action
5 ("PAGA") Complaint against Defendant in the Superior Court of California, County of Los Angeles
6 Case No. 25STCV17572, alleging causes of action for 1. Failure to Pay Wages for all hours worked
7 at the legal minimum wage; 2. Failure to Pay Wages for Overtime Hours Worked at the Overtime
8 Rate of Pay and/or Failure to Pay Overtime Wages at the Proper Rate of Pay; 3. Failure to Pay
9 Wages to Hourly Non-Exempt Employees for Workdays that Defendants Failed to Provide Legally
10 Required and Compliant Meal Periods and/or Failure to Pay Period Premium Wages; 4. Failure to
11 Pay Wages to Hourly Non-Exempt Employees for Workdays that Defendants Failed to Provide
12 Legally Required and Compliant Rest Periods and/or Failure to Pay Rest Period Premium; 5. Failure
13 to Timely Pay Earned Wages During Employment; 6. Secret Payment of Lower Wages than
14 Designated by Statute; 7. Failure to Provide Complete and Accurate Wage Statements; and 8.
15 Failure to Pay Employees All Wages Due at Time of Termination/Resignation. ("Alexander PAGA
16 Action" which, with the Alexander Class Action, shall be collectively referred to as the "Alexander
17 Actions").

18 7. On November 6, 2024, Plaintiff Kimberly Cordero ("Plaintiff Cordero") filed a
19 representative wage and hour action for civil penalties under PAGA against Defendant, in the
20 Alameda County Superior Court, Case No. 24CV098568 ("Cordero PAGA Action") alleging causes
21 of action for 1. Unpaid Wages; 2. Failure to Pay Minimum Wages; 3. Failure to Pay Overtime
22 Compensation; 4. Failure to Provide Meal and Rest Breaks; 5. Failure to Pay Wages Upon
23 Termination; 6. Failure to Provide Accurate and Compliant Wage Statements; and 7. Unfair
24 Business Practices.

25 8. On June 27, 2025, Plaintiff Cordero amended her PAGA complaint to add class
26 allegations and the following causes of action: 1. Failure to Pay Minimum Wage; 2. Failure to Pay
27 Overtime Wages; 3. Failure to Provide Meal Periods; 4. Failure to Provide Rest Periods; 5. Failure
28

1 to Furnish Accurate Wage Statements; 6. Waiting Time Penalties; 7. Failure to Reimburse for
2 Business Expenditures and Losses; 8. Unfair Competition; and 9. Civil Penalties under the PAGA.

3 9. On October 15, 2025, the Judicial Council coordinated the Cordero and two
4 Alexander cases and entered a global stay until a trial judge is assigned to the coordinated
5 proceeding.

6 10. On February 26, 2026, Plaintiff Alexander, Plaintiff Cordero, and Defendant
7 (collectively the “Parties”) participated in a mediation with David Phillips, Esq. A settlement was
8 not reached at the day of the mediation, but resulted in a Mediator’s Proposal which was eventually
9 accepted by the Parties.

10 **CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED**

11 **SERVICE PAYMENT:**

12 11. It is imperative that Plaintiff Alexander obtains just compensation for the time, effort
13 and risk associated with her fiduciary duties as a class representative and a plaintiff in this action.
14 Here, the requested enhancement award of Seven Thousand Five Hundred Dollars and Zero Cents
15 (\$7,500.00) for her service as a Class Representative is reasonable given the risks she undertook,
16 her contributions to the action, and the success she achieved on behalf of the class, and therefore her
17 service award should be approved.

18 12. Plaintiff Alexander has performed considerable services on behalf of the Settlement
19 Class during the litigation. Class Counsel cannot overstate the importance of the role of an employee
20 who is willing to search out an attorney and step forward to assume the risk of litigation and
21 retaliation in order to represent a class and put the interests of the class before their interests. Plaintiff
22 Alexander has understood and understands that this is a class action where she is serving as the class
23 representative and must protect the class members’ interests. Plaintiff Alexander is the catalyst to
24 the benefit reached for the class members and has actively protected the Class Members’ interests
25 during the pendency of this matter and would continue to do so even if the case were required to go
26 to trial. Plaintiff Alexander devoted significant time and work in this matter searching for an attorney
27 and assisting counsel in the case, communicating with her attorneys frequently, providing relevant
28 documents related to her employment, ensuring her availability during the mediation, engaging in

1 meetings and telephone conferences with counsel to better inform counsel of the Class Members'
2 work environment and requirements, providing necessary information for settlement discussions,
3 reviewing the settlement documents, and approving the settlement on behalf of all class members.
4 Her efforts ultimately led to an increase in the value and success of the Settlement. Plaintiff
5 Alexander also undertook the significant risks associated with acting as class representative. She
6 understood that she was putting herself at risk to pay costs of litigation if the case was unsuccessful
7 and accepted those risks. Plaintiff Alexander put herself at risk of retaliation by employers who may
8 not approve that she sued her employer.

9 13. In contrast, without having to take on any of the risk incurred by Plaintiff Alexander
10 or time spent by Plaintiff Alexander in litigating this matter, class members will receive a payment
11 for their claims. The service payment request as an enhancement award to Plaintiff Alexander is
12 warranted to compensate her for her time and effort, the fear and stress associated with assuming
13 the responsibility of serving as the class representative, and the concrete risks assumed as class
14 representative.

15 14. Further, no Parties objected to the Settlement Agreement, including Defendant and
16 their Counsel. The Parties have fully executed the Settlement Agreement, which includes the
17 requested enhancement award of Seven Thousand Five Dollars and Zero Cents (\$7,500.00). The
18 Parties had ample time to discuss this requested amount and, between the Parties, determined that
19 amount to be fair compensation for the Plaintiff in this case.

20 **EXPERIENCE OF CLASS COUNSEL:**

21 15. The firm of Lavi & Ebrahimian, LLP, almost exclusively practices in the area of
22 labor and employment law and is experienced and qualified to act as Class Counsel, to evaluate the
23 class claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the
24 viability of the defenses.

25 16. I am familiar with the practice of Lead Counsel Joseph Lavi having worked as an
26 associate with Lavi & Ebrahimian, LLP since November of 2025, which has often included
27 reviewing declarations in support of motions for attorneys' fees and/or to seek appointment as Class
28 Counsel. Mr. Lavi graduated from law school in 2000 and has handled numerous cases in all aspects

of employment and labor law, including state and federal class actions, wrongful termination, discrimination, harassment and retaliation cases. Mr. Lavi has tried both labor and employment cases in State and Federal court, and has argued before various Court of Appeals, on employment issues such as validity of Arbitration Agreements, Application of Res Judicata in class action cases as well as other employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment Law Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct trials as well as proving and winning punitive damages. Mr. Lavi has also been named a Southern California Super Lawyer in the area of plaintiffs' employment litigation – class action from 2011-2022. Some of the class actions that Mr. Lavi has handled against employers on wage and hour issues and have been approved as class counsel consisted of Kaiser Permanente which settled for \$6,510,000.00; Hustler Casino which settled for \$980,000.00; Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino which settled for \$1,575,000.00; BP West Coast Products, which settled for \$4,000,000.00; Kaiser Permanente which settled for \$3,600,000.00, Fuddruckers (as lead counsel) which settled for \$900,000.00; Movado Retail Group, Inc. (as lead counsel) which settled for \$728,000.00, Chuck-E-Cheese's (as lead counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled for \$4,250,000.00; and Gruma Corporation (as lead counsel) which defendant's petition to the United States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00. There are numerous other class actions that Mr. Lavi has settled as well as pending ones. He and members of the firm have been approved as class counsel by both federal and state Courts. Mr. Lavi, myself, and the other attorneys at Lavi & Ebrahimian who are available to assist us in this case if needed, are fully capable of adequately and fairly representing Plaintiff and the proposed class in this matter.

17. Lavi & Ebrahimian, LLP, has been appointed Class Counsel in over 50 contested proceedings including the following:

a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case No. BC343535;

b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.

1 BC369846;

2 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central
3 District of California, Case No. CV-07-3678-ABC;

4 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los
5 Angeles Superior Court Case No. BC380996;

6 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
7 Court Case No. BC383266;

8 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior
9 Court Case No. RG 0265835;

10 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
11 05CECG02189;

12 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
13 Central District of California, Case No. CV08-06691 SVW (PLA);

14 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
15 Case No. BC342588;

16 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
17 BC374816;

18 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
19 BC378990;

20 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
21 District of California, Case No. CV07-3237-DDP (PLAX);

22 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
23 BC410322;

24 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
25 No. BC412315;

26 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
27 BC397208;

28 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.

1 BC399431;

2 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
3 37-2009-00103626-CU-OE-CTL;

4 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
5 BC451148;

6 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
7 Central District of California, Case No. CV 10-8916 DDP (CWx);

8 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
9 Superior Court Case No. BC432406;

10 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
11 District of California, Case No CV-10-02315-JEM;

12 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
13 Court Case No. BC462603;

14 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
15 Court Case No. BC452570;

16 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
17 00366952-CU-OE-VTA;

18 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
19 No. BC421009;

20 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
21 1341987;

22 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
23 Case No. BC425708;

24 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
25 No. BC436879;

26 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
27 RIC10020183;

28 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.

1 BC411849;

2 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.

3 BC411134;

4 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
5 Court Case No. 30-2011-0044011-CU-OE-CXC;

6 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
7 District of California, Case No. CV 10-0415 ODW (FMOx)

8 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
9 BC443792;

10 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.

11 BC451489;

12 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
13 Case No. CV 10-0968-PSG-FMOX;

14 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
15 No. BC425799;

16 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
17 Court Case No. BC446744;

18 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
19 BC456420;

20 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District
21 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

22 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
23 BC436793;

24 ll. *Santos v. Noble Management Group-California, LLC*, United States District
25 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

26 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
27 Court Case No. 30-2011-00473505;

28 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court

1 Case No. BC436235;

2 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
3 BC451490;

4 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
5 RG10523946;

6 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
7 California, Case No. CV 11-09543 DSF (MRWx);

8 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
9 2011-00518396-CU-OE-CXC;

10 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
11 District of California, Case No. CV 10-0415 ODW (FMOx);

12 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case
13 No. BC320172;

14 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.
15 BC361380;

16 vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No.
17 BC357987.

18
19 I declare under perjury under the laws of the State of California that the foregoing is true and
20 correct. Executed this 29th day of June 2026, at Beverly Hills, California.

21
22 /s/Daniel U. Frydman
23 Daniel U. Frydman
24
25
26
27
28