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10 Attorneys for Plaintiff Jesus Romero, individually, and
11 on behalf of others similarly situated and aggrieved

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

14
15 JESUS ROMERO, as an individual and on
behalf of all others similarly situated,

16
17 Plaintiff,

18 vs.

19 JMS INTERIORS, INC., a California
20 corporation; and DOES 1 through 50,
inclusive,

21 Defendants.
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Case No.: 24CU011474C

*[Assigned for all purposes to Hon. Katherine A.
Bacal, Dept. C-63]*

**DECLARATION OF NICK ROSENTHAL IN
SUPPORT OF MOTION FOR FINAL
APPROVAL**

Date: September 10, 2026
Time: 1:30 p.m.
Department: C-63

Action Filed: September 17, 2024
Trial Date: Not set.

DECLARATION OF NICK ROSENTHAL

I, Nick Rosenthal, declare as follows:

1. I, Nick Rosenthal, declare as follows: I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with The Law Office of Nick Rosenthal, APC, counsel of record for Named Plaintiff Jesus Romero ("Plaintiff"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On October 21, 2024, Plaintiff filed the operative class action complaint on behalf of himself and all similarly situated employees against Defendant JMS Interiors, Inc. ("Defendant") in the Superior Court of the State of California for the County of San Diego.

3. The proposed settlement meets the criteria for this Court to grant final approval of this matter on a class-wide basis, as the settlement is fair, adequate, and reasonable.

4. The settlement was the product of negotiation between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. Class Counsel engaged in extensive factual investigation before settling, including reviewing class data and information pertaining to relevant policies and practices of Defendant.

5. Based on Class Counsel's independent investigations and evaluations, I am of the opinion that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, in light of all known facts and circumstances, and the expenses and risks inherent in litigation.

6. The Notice of Class Action Settlement ("Class Notice") provided Class Members with my office's contact information, where they could further seek information regarding the class settlement, information as to how they can opt out or object to the settlement, what rights were affected, how to leave questions for the Settlement Administrator, and update their address.

7. There were no objections to the amount of attorneys' fees or litigation costs that Class Counsel seek in this case and for which Plaintiff asks the Court for final approval.

8. I am one of the primary attorneys on this matter. My qualifications are as follows: I received my *Juris Doctorate* degree from USC Gould Law School in 2009. Upon graduation, I was employed as an associate for approximately 4 years at Seyfarth Shaw LLP, a national employment defense law firm. While at Seyfarth my practice was exclusively labor & employment defense and I

1 represented numerous corporations in large employment class actions. Since 2014 I have been practicing
2 plaintiff-side employment law.

3 9. I have been named as Class Counsel in a number of class actions that have been granted
4 certification or preliminary or final approval by the Superior Courts of Los Angeles County, Orange
5 County, Alameda County, Monterey County, Ventura County, San Bernardino County, Solano County,
6 Sacramento County, Santa Clara County, Santa Cruz County, Contra Costa County, San Joaquin
7 County, the United States District Court for the Central District of California, and the United States
8 District Court for the Northern District of California. These cases include, but are not limited to: *Diller*
9 *v. Under Armour Retail, Inc.*, Santa Clara County Superior Court Case No. 114-CV-265729, *Lopez v.*
10 *Imperial Body Shop, Inc.*, Orange County Superior Court Case No. Case No. 30-2015-00816193-CU-
11 OE-CXC, *Hughes v. Lincare, Inc., et al.*, Monterey County Superior Court Case No. M124764, *Pittman v.*
12 *Martinez Steel Corporation*, San Bernardino County Superior Court Case No. CIVDS1823132, *Della*
13 *Maggiore v. Watsonville Community Hospital*, Santa Cruz County Superior Court Case No.
14 18CV00191, *Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No.
15 RG18908139, *Morones v. Bimbo Bakeries USA, Inc.*, Sacramento County Superior Court Case No. 34-
16 2018-00245481-CU-OE-GDS *Foad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case
17 No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No.
18 BC720144; *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court Case No.19CV341582;
19 *Siron v. Raypak, Inc.*, Ventura Superior Court Case No. 56-2019-005279959-CU-OE-VTA; *Carter v.*
20 *Kline Services, Inc.*, San Bernardino Superior Court Case No. CIVDS1828867, *Pascual v. Satellite*
21 *Healthcare, Inc.*, Santa Clara County Superior Court Case No. 19CV345211; *Carrillo v. New Balance*
22 *Athletics, Inc.*, Santa Clara County Superior Court Case No. 19CV352469; *Vogel v. Veolia North*
23 *America, LLC*, Monterey County Superior Court Case No. 19CV001443; *Holman v. American Sugar*
24 *Refining, Inc.*, Contra Costa County Superior Court Case No. MSC18-00415; *Chavez v. Converse, Inc.*,
25 United States District Court – Northern District of California Case No. 15-cv-03746-NC; *Rodriguez v.*
26 *Nike Retail Services, Inc.*, United States District Court – Northern District of California Case No. 5:14-
27 CV-1508 BLF; *Gutierrez v. Spa Havens, LP*, San Diego Superior Court Case No. 37-2019-00057065-
28 CU-OE-NC; *Cruzado v. Ontario T, Inc.*, San Bernardino Superior Court Case No. CIVSB2027249; *Diaz*
29 *v. Acuity Brands Lighting, Inc.*, San Bernardino Superior Court Case No. CIVDS2015583; *Dunn v.*
30

1 *Universal Plant Services, Inc.*, Solano County Superior Court Case No. FCS056134; *Martinez v. COGIR*
2 *Management USA, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2020-0001215;
3 *O'Connor v. Schwan's Consumer Brands, Inc.*, Sacramento County Superior Court Case No. 34-2019-
4 00250574; *Ray v. C&W Facility Services, Inc.*, San Bernardino Superior Court Case No.
5 CIVSB2101321; *Alexander v. KBR Technical Services, Inc.*, San Bernardino County Superior Court
6 Case No. CIVSB2133085; *Cook v. Apple, Inc.*, Sacramento County Superior Court Case No. 34-2021-
7 0311177; *Wise v. Le Petite Academy, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-
8 2021-0010461; *Romano v. SSA Terminals, LLC*, Los Angeles County Superior Court Case No.
9 20STCV29048; *Tobin v. Ryder Truck Rental, Inc.*, United States District Court – Central District of
10 California Case No. 5:20-cv-01569-JGB-SHK; *Delgado v. Kloeckner Metals Corporation*, Los Angeles
11 County Superior Court Case No. 20STCV22503; *Rodriguez v. US Bank National Association*, Los
12 Angeles County Superior Court Case No. BC617356; and *Heggins v. Enterprise Rent-A-Car Company*
13 *of Los Angeles, LLC*, Los Angeles County Superior Court Case No. 24STCV12156.

14 10. To date, I have incurred approximately 54.1 hours in connection with the litigation of this
15 lawsuit. Attached hereto as **Exhibit A** is a summary of the hours I have incurred to date.

16 11. The total lodestar for my hours will be approximately \$43,280 based on an hourly rate of
17 \$800.00 per hour, which is my new rate as of January 1, 2026. I have been approved at this rate in
18 *Dodson v. Automobile Club of Southern California*, Tulare Superior Court Case No. VCU308283.
19 Previously, my hourly rate was \$750.00 per hour as of April 1, 2025. I was approved at that rate in
20 *Segura v. Community Commerce Bank*, Los Angeles Superior Court Case No. 24STCV21054 and in
21 *Heggins v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Los Angeles Superior Court Case No.
22 24STCV12156. Prior to that, my hourly rate as of January 1, 2022 was \$700.00. I have been approved at
23 the \$700.00 rate in *Gutierrez v. Spa Havens, LP*, San Diego Superior Court Case No. 37-2019-
24 00057065-CU-OE-NC; *Cruzado v. Ontario T, Inc.*, San Bernardino Superior Court Case No.
25 CIVSB2027249; *Ray v. C&W Facility Services, Inc.*, San Bernardino Superior Court Case No.
26 CIVSB2101321; *Alvarez v. Forterra Building Products*, San Diego Superior Court Case No. 37-2020-
27 00018179-CU-OE-CTL; *Dunn v. Universal Plant Services of California, Inc.*, Solano County Superior
28 Court Case No. FCS056134, *Pulido v. Georgia-Pacific Corrugated III LLC*, Fresno Superior Court Case
29 No. 18CECG00265; *In re: FPI Management Wage and Hour Cases*, Los Angeles Superior Court Case
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No. JCCP5050; *Rodriguez v. U.S. Bank, N.A.*, Los Angeles Superior Court Case No. BC617356;
Goodarzi v. Belmont Village L.P., Los Angeles Superior Court Case No. 20STCV15572; *Vernon v. McClane/Suneast, Inc.*, San Bernardino Superior Court Case No. CIVSB2123367; *Clark v. Now Optics, LLC*, San Diego Superior Court Case No. 37-2020-00044817-CU-OE-CTL; *Diaz v. Acuity Brands Lighting, Inc.*, San Bernardino Superior Court Case No. CIVDS2015583; *Idian v. VHSD ES, Inc.*, San Diego Superior Court Case No. 37-2019-00018927-CU-OE-CTL; *Romano v. SSA Terminals, LLC*, Los Angeles Superior Court Case No. 20STCV29048; and *Alexander v. KBR Technical Services, Inc.*, San Bernardino Superior Court Case No. CIVSB2133085. Prior to January 1, 2022, I was approved at a rate of \$650.00 by various courts, including: *Pittman v. Martinez Steel Corporation*, San Bernardino County Superior Court Case No. CIVDS1823132, *Della Maggiora v. Watsonville Community Hospital*, Santa Cruz County Superior Court Case No. 18CV00191, *Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139, *Morones v. Bimbo Bakeries USA, Inc.*, Sacramento County Superior Court Case No. 34-2018-00245481-CU-OE-GDS *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court Case No. 19CV341582; *Siron v. Raypak, Inc.*, Ventura Superior Court Case No. 56-2019-005279959-CU-OE-VTA; *Carter v. Kline Services, Inc.*, San Bernardino Superior Court Case No. CIVDS1828867; *Pascual v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court Case No. 19CV345211; *Carrillo v. New Balance Athletics, Inc.*, Santa Clara County Superior Court Case No. 19CV352469; *Vogel v. Veolia North America, LLC*, Monterey County Superior Court Case No. 19CV001443; *Holman v. American Sugar Refining, Inc.*, Contra Costa County Superior Court Case No. MSC18-00415; and *Chavez v. Converse, Inc.*, United States District Court, Northern District of California Case No. 15-cv-03746-NC.

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12. Class Counsel communicated with Plaintiff on over a dozen occasions and Plaintiff showed a remarkable interest in the proceedings of this case and litigation strategy. Indeed, Class Counsel discussed numerous case-related documents in extensive detail, and Plaintiff consistently demonstrated a concern for the Class as a whole.

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

Executed on August 10, 2026 at Los Angeles, California.

Not done

Nick Rosenthal

EXHIBIT A

Romero v. JMS Interiors, Inc.
Nick Rosenthal Time and Task Chart

Hours	Description of Work
9.6	Intake meetings with client and review of client documents.
1.7	Draft and edit LWDA letter.
8.2	Draft and edit Complaint.
1.5	Draft and edit First Amended Complaint.
6.5	Draft discovery requests.
.8	Review Defendant's discovery responses.
3.1	Communications with Defendant re: settlement.
1.1	Perform damages analysis.
5.0	Draft settlement agreement; communications with defense counsel.
10.9	Draft Motion for Preliminary Approval and supporting documents.
5.7	Draft Motion for Final Approval and supporting papers.
54.1	TOTAL HOURS