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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

HAMID DEGHAN, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

R & A ALEXANDER INVESTMENTS, LLC
a California limited liability company; and
DOES 1-50, Inclusive,

Defendants.

Case No. 2024CUOE029973

**DECLARATION OF HAMID DEGHAN IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

Date: October 16, 2025

Time: 8:30 a.m.

Judge: Hon. Charmaine H Buehner

Dept.: J4

1 I, HAMID DEGHAN, declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am the named Plaintiff in the above
4 wage and hour representative action filed against R & A ALEXANDER INVESTMENTS, LLC
5 (hereinafter “Defendant”).

6 2. This declaration is being submitted in support of Plaintiff’s Motion to Approve PAGA
7 Settlement.

8 3. I filed the lawsuit on September 6, 2024. I filed the case on behalf of myself, the LWDA,
9 and a group of current and former non-exempt employees who worked for Defendant during the period
10 from September 5, 2023, through September 2, 2025.

11 4. I worked for Defendant as a non-exempt employee in California from August 2023 to
12 October 2023.

13 5. I filed the case because I believed my rights as an employee were violated by Defendant
14 and also the rights of other employees that worked for Defendant. Among other claims, I believe
15 Defendant failed to provide accurate itemized wage statements; failed to pay for all wages due; failed
16 to correctly calculate the correct regular rate of pay for purposes of meal period premiums, redeemed
17 sick pay, and overtime pay; failed to reimburse necessary business expenses; failed to provided meal
18 periods; failed to provide rest periods; and failed to timely pay wages due during, and upon termination
19 of employment.

20 6. Before I initiated the case as the Plaintiff, I spoke at length with my attorneys. We
21 discussed my work experience and how company policies were applied to me and other employees. I
22 provided the attorneys with documents they requested. We reviewed the documents together and asked
23 and answered many questions regarding my experience working for Defendant, the litigation process,
24 and about representative actions generally.

25 7. During these conversations, I learned about my responsibilities as the plaintiff in the
26 lawsuit. I understood that pursuing this action as a representative action rather than merely seeking my
27 individual claims substantially increased the risk to me. Those risks included the possibility of being
28 held liable for Defendant’s attorneys’ fees and costs if I lost the case. I also understood I would be

1 under increased scrutiny by the attorneys and the Court as a representative of the State of California
2 and other employees. Further, I understood that I could not make decisions for my sole benefit and
3 that I needed to make every litigation decision with the best interests of the State of California and other
4 employees in mind.

5 8. I also understood that pursuing this litigation created a very public record of my
6 grievances with Defendant which produced the risk that a future employer could hold it against me that
7 I sued a former employer.

8 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
9 I believed violations occurred and most employees would not know what their rights are and even if
10 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

11 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed
12 status updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the
13 phone, because I wanted to keep up with developments in the case which I understood was one of my
14 duties as the plaintiff.

15 11. **Review and Approval of Settlement:** A mediation was held on July 2, 2025. Even
16 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
17 them regarding the mediation before it took place. I also spoke with my attorneys after the mediation
18 and discussed the proposed settlement. I was very satisfied with the terms of the settlement that was
19 agreed to by the Parties. I reviewed and signed the Memorandum of Understanding on July 22, 2025.
20 When the long-form settlement papers were ready, I again spoke with my attorneys and reviewed the
21 agreement, which I signed.

22 12. **Participation:** Since I retained PAGA Counsel approximately 1 year ago, I have been
23 actively involved with this lawsuit performing the duties described above. While I did not keep formal
24 time records, I was in regular contact with my attorneys, reviewed important court filings, and spent
25 considerable time on the issues presented during the litigation and in the settlement process. I estimate
26 that I spent approximately 10-15 hours working on this case.

13. Also, my attorneys explained to me that the settlement process involved review by the Court to determine whether the settlement was fair before ordering that the settlement be funded and paid.

14. Ultimately, I believe I did the right thing in pursuing this case on behalf myself and the Aggrieved Employees who now stand to receive substantial monetary payments as a result of this case and settlement.

15. I support my attorneys' application for attorney's fees in the amount of one third of the Gross Settlement Amount (estimated to be \$43,333.33), plus costs and expenses of up to \$25,000.00 for reimbursement of actually incurred litigation expenses.

16. I entered into a separate, confidential individual settlement with Defendant. Nothing in my individual settlement agreement affects in any way the terms of the PAGA settlement. The purpose of my individual settlement agreement was to settle all of my actual or potential individual claims arising out of my employment with Defendant, including claims that are unrelated to the wage and hour claims that are part of the PAGA settlement. Should the Court wish to review the terms of my individual settlement agreement, I agree to produce the agreement upon the Court's request, for an in camera review.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed 10/08/2025 (date), at Los Angeles (location), California.

By: Hamid Deghan (Oct 8, 2025 13:10:01 PDT)
HAMID DEGHAN