

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

RAFAEL GARCIA, on behalf of himself)
and all other persons similarly situated,)
known and unknown,)
Plaintiff,) Case No. 1:16-cv-02130
v.) Honorable Manish S. Shah
WORLD SECURITY BUREAU, INC. d/b/a)
WORLD SECURITY AGENCY,)
IBRIHAM KISWANI, individually, and)
CENTURION INVESTIGATIONS AND)
SECURITY, INC.)
Defendants.)

**INDEX OF EXHIBITS TO PLAINTIFF'S MOTION FOR AN AWARD OF DEFAULT
JUDGMENT FOR DAMAGES IN THE AMOUNT OF \$9,765.58, AND ATTORNEYS'
FEES AND COSTS IN THE AMOUNT OF \$49,403.99**

Declaration of Rafael Garcia	A
Declaration of Maureen A. Salas	B
Proposed Order	C

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
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RAFAEL GARCIA, on behalf of himself)
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Plaintiff,)
) Honorable Manish S. Shah
v.)
)
WORLD SECURITY BUREAU, INC. d/b/a)
WORLD SECURITY AGENCY,)
IBRIHAM KISWANI, individually, and)
CENTURION INVESTIGATIONS AND)
SECURITY, INC.)
)
Defendants.)

DECLARATION OF RAFAEL GARCIA

Rafael Garcia, being first duly sworn on oath, deposes and states under penalty of perjury the following:

1. I am over 21 years old, and I currently reside in Chicago, Illinois.
2. I was employed as a security officer by Defendants World Security Bureau, Inc. d/b/a World Security Agency and Ibriham Kiswani between approximately January 2013 and August 2015.
3. My responsibilities included performing security functions at assigned buildings and/or patrolling Chicago Housing Authority areas located in the Pilsen, Little Village, and Humboldt Park neighborhoods.
4. In approximately July, 2014, I was transferred to Defendants' Emergency Response Team.
5. Prior to being transferred to the Emergency Response Team, I customarily worked

8-hour shifts. As a member of the Emergency Response Team, I customarily worked 12-hour shifts.

6. Throughout my employment, I had no assigned meal break time, and I was not relieved of work duties at any time during my shift. I regularly ate meals in the vehicle World Security Bureau assigned to me while stationed at one of the Chicago Housing Authority sites I was assigned to monitor. If a call came over the radio from a World Security Bureau supervisor while I was eating, I had to respond to that call immediately.

7. Defendants deducted thirty (30) minutes of pay per day to account for lunch even though I was not relieved of work duties while on a meal break.

8. When I worked over forty (40) hours in individual work weeks, Defendants did not pay me overtime compensation at the required rate of one and one-half times my regular rate of pay. Instead, Defendants paid me my straight time regular rate of pay for all hours worked.

9. When I worked over forty (40) hours in individual work weeks, Defendants paid me with two checks per biweekly pay period. One paycheck paid me for up to eighty (80) hours of work. The second paycheck paid me for the remainder of the hours I worked in the same pay period.

10. I have reviewed the spreadsheet attached as Attachment 1. The work hours set forth in attachment 1 are or closely approximate the hours I worked for Defendants in each pay period. Based on having worked the hours identified in Attachment 1 and being paid the hourly rates identified in Attachment 1, I am owed \$4,841.85 in unpaid overtime wages under the FLSA and IMWL, \$4,841.85 in liquidated damages under the FLSA, and \$3,083.00 in statutory penalties under the IMWL through September 1, 2017.

11. On July 18, 2017, Defendant Centurion and I reached an agreement with regards to

my claims against Centurion only. I received \$20,000.00 as a result of that Settlement, with \$3,001.12 allocated to me and \$16,998.88 allocated to Werman Salas PC for my attorneys' fees and costs.

12. I seek an award in the amount of \$9,765.58 in overtime wages, liquidated damages and interest, and an award of \$49,403.99 in attorneys' fees and costs.

13. I declare under penalty of perjury pursuant to 28 U.S.C. 1746 that the foregoing is true and correct.

Dated: September 27, 2017

Rafael Garcia

Rafael Garcia

Rafael Garcia v. World Security Bureau, Inc.
Damage Calculations

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	WWE	1st Check Hours		2nd Check Hours		Hours Subtotal	Meal Break Hours	OT Hours owed @ 1/2 Time	Meal Break Hours owed @ OT Rate	Rate of Pay	Owed Wages			Total Owed Wages	Liquidated Damages	2% Penalty	Total Owed
2		Regular	Holiday								@ 1/2 Reg. Rate	@ OT Rate	OT Credit				
3	02/03/13	29.00			29.00	29.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	02/17/13	75.00			75.00	75.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5	03/03/13	66.50			66.50	66.50	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	03/17/13	75.00			75.00	75.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7	03/31/13	74.75			74.75	74.75	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	04/14/13	76.50			76.50	76.50	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	04/28/13			67.00	67.00	67.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10	05/12/13			0.00	73.63	0.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11	05/26/13	77.00			77.00	77.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12	06/09/13	73.75			73.75	73.75	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	06/23/13			75.00	75.00	75.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14	07/07/13	7.50	67.75	75.25	75.25	0.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15	07/21/13			76.00	76.00	76.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16	08/04/13			66.00	66.00	66.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
17	08/18/13			67.50	67.50	67.50	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18	09/01/13			67.50	67.50	67.50	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
19	09/15/13		7.50		7.50	73.63	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20	09/29/13	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21	10/13/13	76.00			76.00	76.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22	10/27/13	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23	11/10/13	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
24	11/24/13	75.00		2.50	77.50	77.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
25	12/08/13		7.50	67.50	75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
26	12/22/13			75.00	75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27	01/05/14		15.00	64.50	79.50	79.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28	01/19/14	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
29	02/02/14	71.50			71.50	71.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
30	02/16/14	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
31	03/02/14	60.00		1.50	61.50	61.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
32	03/16/14	67.00			67.00	67.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
33	03/30/14	74.00			74.00	74.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
34	04/13/14	79.50			79.50	79.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
35	04/27/14	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
36	05/11/14	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
37	05/25/14	0.00		67.00	67.00	67.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
38	06/08/14	71.75	12.00		83.75	83.75	0.00	3.75	0.00	\$ 10.00	\$ 18.75	\$ -	\$ (60.00)	\$ -	\$ -	\$ -	
39	06/22/14	78.50			78.50	78.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
40	07/06/14	80.00	11.00	15.00	106.00	106.00	4.00	26.00	4.00	\$ 10.00	\$ 130.00	\$ 60.00	\$ (55.00)	\$ 135.00	\$ 135.00	\$ 102.60	\$ 372.60
41	07/20/14	80.00		23.00	103.00	103.00	4.00	23.00	4.00	\$ 10.00	\$ 115.00	\$ 60.00	\$ -	\$ 175.00	\$ 175.00	\$ 133.00	\$ 483.00

Rafael Garcia v. World Security Bureau, Inc.

Damage Calculations

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	WWE	1st Check Hours		2nd Check Hours		Hours Subtotal	Meal Break Hours	OT Hours owed @ 1/2 Time	Meal Break Hours owed @ OT Rate	Rate of Pay	Owed Wages			Total Owed Wages	Liquidated Damages	2% Penalty	Total Owed
2		Regular	Holiday								@ 1/2 Reg. Rate	@ OT Rate	OT Credit				
42	08/03/14		0.50	113.00	113.50	113.50	4.50	33.50	4.50	\$ 10.00	\$ 167.50	\$ 67.50	\$ (2.50)	\$ 232.50	\$ 232.50	\$ 172.05	\$ 637.05
43	08/17/14	80.00		29.00	109.00	109.00	4.50	29.00	4.50	\$ 10.00	\$ 145.00	\$ 67.50	\$ -	\$ 212.50	\$ 212.50	\$ 157.25	\$ 582.25
44	08/31/14			110.25	110.25	110.25	4.50	30.25	4.50	\$ 10.00	\$ 151.25	\$ 67.50	\$ -	\$ 218.75	\$ 218.75	\$ 161.88	\$ 599.38
45	09/14/14	80.00		26.50	106.50	106.50	4.00	26.50	4.00	\$ 10.00	\$ 132.50	\$ 60.00	\$ -	\$ 192.50	\$ 192.50	\$ 138.60	\$ 523.60
46	09/28/14	82.00		27.00	109.00	109.00	4.50	29.00	4.50	\$ 10.00	\$ 145.00	\$ 67.50	\$ -	\$ 212.50	\$ 212.50	\$ 153.00	\$ 578.00
47	10/12/14			0.00	108.18	4.50	28.18	4.50	\$ 10.00	\$ 140.89	\$ 67.50	\$ -	\$ 208.39	\$ 208.39	\$ 145.88	\$ 562.66	
48	10/26/14	80.00		28.50	108.50	108.50	4.50	28.50	4.50	\$ 10.00	\$ 142.50	\$ 67.50	\$ -	\$ 210.00	\$ 210.00	\$ 147.00	\$ 567.00
49	11/09/14	80.00		31.00	111.00	111.00	4.50	31.00	4.50	\$ 10.00	\$ 155.00	\$ 67.50	\$ -	\$ 222.50	\$ 222.50	\$ 151.30	\$ 596.30
50	11/23/14	80.00		31.00	111.00	111.00	4.50	31.00	4.50	\$ 10.10	\$ 156.55	\$ 68.18	\$ -	\$ 224.73	\$ 224.73	\$ 152.81	\$ 602.26
51	12/07/14	80.00	8.50	20.00	108.50	108.50	4.50	28.50	4.50	\$ 10.10	\$ 143.93	\$ 68.18	\$ (42.93)	\$ 169.18	\$ 169.18	\$ 111.66	\$ 450.01
52	12/21/14	80.00		22.00	102.00	102.00	4.00	22.00	4.00	\$ 10.10	\$ 111.10	\$ 60.60	\$ -	\$ 171.70	\$ 171.70	\$ 113.32	\$ 456.72
53	01/04/15	69.00	16.00		85.00	85.00	3.50	5.00	3.50	\$ 10.10	\$ 25.25	\$ 53.03	\$ (80.80)	\$ -	\$ -	\$ -	\$ -
54	01/18/15	75.50			75.50	75.50	3.00	0.00	0.00	\$ 10.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55	02/01/15				0.00	100.21	4.00	20.21	4.00	\$ 10.10	\$ 102.08	\$ 60.60	\$ -	\$ 162.68	\$ 162.68	\$ 100.86	\$ 426.23
56	02/15/15	45.00			45.00	45.00	1.50	0.00	0.00	\$ 10.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
57	03/01/15	77.00			77.00	77.00	3.00	0.00	0.00	\$ 10.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58	03/15/15	77.00			77.00	77.00	3.00	0.00	0.00	\$ 10.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59	03/29/15	80.00		20.50	100.50	100.50	4.00	20.50	4.00	\$ 10.10	\$ 103.53	\$ 60.60	\$ -	\$ 164.13	\$ 164.13	\$ 98.48	\$ 426.73
60	04/12/15	80.00	11.50	27.50	119.00	119.00	4.50	39.00	4.50	\$ 10.10	\$ 196.95	\$ 68.18	\$ (58.08)	\$ 207.05	\$ 207.05	\$ 120.09	\$ 534.19
61	04/26/15	80.00		33.00	113.00	113.00	4.50	33.00	4.50	\$ 10.10	\$ 166.65	\$ 68.18	\$ -	\$ 234.83	\$ 234.83	\$ 136.20	\$ 605.85
62	05/10/15	80.00		32.00	112.00	112.00	4.50	32.00	4.50	\$ 10.10	\$ 161.60	\$ 68.18	\$ -	\$ 229.78	\$ 229.78	\$ 128.67	\$ 588.22
63	05/24/15	80.00		21.00	101.00	101.00	4.00	21.00	4.00	\$ 10.10	\$ 106.05	\$ 60.60	\$ -	\$ 166.65	\$ 166.65	\$ 93.32	\$ 426.62
64	06/07/15	57.00	1.00		58.00	58.00	2.00	0.00	0.00	\$ 10.10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -
65	06/21/15	80.00		30.75	110.75	110.75	4.50	30.75	4.50	\$ 10.10	\$ 155.29	\$ 68.18	\$ -	\$ 223.46	\$ 223.46	\$ 120.67	\$ 567.59
66	07/05/15	80.00		13.50	93.50	108.00	4.50	28.00	4.50	\$ 10.10	\$ 141.40	\$ 68.18	\$ -	\$ 209.58	\$ 209.58	\$ 108.98	\$ 528.13
67	07/19/15	80.00	4.00	46.00	130.00	130.00	5.00	50.00	5.00	\$ 10.10	\$ 252.50	\$ 75.75	\$ (20.20)	\$ 308.05	\$ 308.05	\$ 160.19	\$ 776.29
68	08/02/15			108.00	108.00	108.00	4.50	28.00	4.50	\$ 10.60	\$ 148.40	\$ 71.55	\$ -	\$ 219.95	\$ 219.95	\$ 109.98	\$ 549.88
69	08/16/15			94.00	94.00	94.00	3.50	14.00	3.50	\$ 10.65	\$ 74.55	\$ 55.91	\$ -	\$ 130.46	\$ 130.46	\$ 65.23	\$ 326.16
70											\$ 3,489.21	\$ 1,628.36	\$ (319.50)	\$ 4,841.85	\$ 4,841.85	\$ 3,083.00	\$ 12,766.70

EXHIBIT B

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WORLD SECURITY AGENCY,)
IBRIHAM KISWANI, individually, and)
CENTURION INVESTIGATIONS AND)
SECURITY, INC.)
Defendants.)

DECLARATION OF MAUREEN A. SALAS

Maureen A. Salas, being first duly sworn on oath, deposes and states under penalty of perjury the following:

1. I am over 21 years old, and I currently reside in Chicago, Illinois.
2. I am a member of good standing of the Illinois State Bar. I am an attorney at
an Salas P.C. representing the Plaintiff in the matter.
3. I graduated from DePaul University College of Law in May 2006 *summa cum
top 5%*) and was elected into the Order of the Coif.
4. I submit this Declaration in Support of the Plaintiff's Motion for an Award of
Judgment Against World Security Bureau and Ibriham Kiswani for Damages in the
Amount of \$9,765.58, and Attorneys' Fees and Costs in the Amount of \$49,403.99.

Procedural History

5. An order of default was entered against World Security Bureau ("WSB") and

Ibriham Kiswani (“Kiswani”) on June 16, 2016.

6. Plaintiff requested and was granted leave to file a First Amended Complaint, Plaintiff filed his First Amended Complaint adding Centurion Investigations and Security, Inc. (“Centurion”) as a party Defendant on July 29, 2016.

7. In Plaintiff’s First Amended Complaint, Plaintiff alleged Centurion was a successor of WBS. Plaintiff alleged that there was a substantial continuity between the workforce and operation of WSB and Centurion.

8. Plaintiff and Defendant Centurion exchanged and responded to discovery in this matter. Plaintiff also issued a subpoena to Holsten Real Estate. Centurion took Plaintiff’s deposition, and Plaintiff’s Counsel took the depositions of Centurion’s 30(b)(6) representative – and WSB’s former operations manager - Serafin Herrera. Plaintiff’s Counsel also took the deposition of one of Centurion’s managers – also a former WSB manager – Alexander Velasquez. Both Messers. Herrera and Velasquez were employed by WBS during Plaintiff’s employment.

9. On July 18, 2017, Plaintiff and Defendant Centurion reached a settlement with regards to Plaintiff’s claims against Centurion only.

My Experience

10. I was admitted to practice law in the State of Illinois in 2006. During the entire course of my legal practice, I have practiced primarily in the area of labor and employment law. My practice has been highly concentrated in representing employees in cases arising under federal and state wage and hour laws, including the Fair Labor Standards Act (“FLSA”), Illinois Minimum Wage Law (“IMWL”), and the Illinois Wage Payment and Collection Act (“IWPCA”).

11. Over 95% of my legal work involves federal and state court litigation of wage and hour cases in which employees seek to collect unpaid compensation or other owed employment benefits.

12. Since I became admitted in 2006, I have practiced primarily in representing employees in cases arising under federal and state wage and hour laws, including the Fair Labor Standards Act (“FLSA”) and the Illinois Minimum Wage Law (“IMWL”). I have been counsel in over three hundred and eighty (380) cases filed in the Northern, Southern and Central Districts of Illinois and the State of Illinois, Circuit Court of Cook County, involving the non-payment of overtime pay, minimum wages, and other owed compensation. The majority of these cases proceeded as collective actions under §216(b) of the FLSA and/or set forth class action claims under the Illinois Minimum Wage Law and Illinois Wage Payment and Collection Act.

13. On January 1, 2013, I became a shareholder in the law firm Werman Salas P.C.

14. I have been a speaker on wage and hour matters. In October 2011, I was a speaker at the National Employment Lawyers Association’s meeting on “Representing Workers in Individual & Collective Actions Under the FLSA.” In August 2012, I was a speaker at the American Bar Association’s - Section of Labor and Employment Law’s - Annual Meeting. In October 2012 and October 2013, I was a speaker for continuing legal education “Wage & Hour Law” programs hosted by Bridgeport Legal Conferences. On March 9, 2013, I was a speaker at the National Employment Lawyers Association meeting on “Preventing Wage Theft: A Two-Day Guide to Litigation Cases Involving Wages, Hours and Work.” On March 23, 2016, I was a speaker for an Illinois State Bar Association continuing legal education program “Tips for Negotiating Parental Leave for Attorneys.” On April 28, 2016, I was a speaker for a Chicago Bar Association continuing legal education program “Hot Topics in Wage & Hour Law.”

15. I am a Contributing Editor to Chapter 19, "Collective Actions," of the leading treatise on the Fair Labor Standards Act, entitled, "Kearns, *The Fair Labor Standards Act.*"

16. Jacqueline H. Villanueva, Adriana P. Rodriguez, and Cristina Calderon are paralegals with Werman Salas P.C. All have been employed by Werman Salas P.C. for at least nine (10) years. Ms. Villanueva is also a 2015 graduate of Loyola University School of Law and holds a juris doctor degree.

17. The attorneys' fee time sought in this case is recorded and billed as follows: each day I keep a contemporaneous record of the time I work on various projects/files for various clients. This information is kept on a software program — commonly known as "Sage Timeslips 2016" — that is loaded onto a Werman Salas P.C. computer. The Timeslips file created for the instant litigation is named "Garcia, Rafael" Beginning with my initial consultation with Plaintiff, whenever I or my staff have performed work on behalf of Plaintiff in connection with his action against Defendants, we have made entries in the Timeslip program. These entries consist of a description of the work we performed on the date of the entry as well as the amount of time we spent during the day in performing the work described.

Computation of Plaintiff Garcia's Unpaid Overtime Wages

18. Plaintiff's computations are based on a review of his pay stubs and earning statements. Plaintiff computes he worked a minimum of 691.64 overtime hours where he was incorrectly paid his regular rate of pay instead of one and one half times his regular rate of pay, and he computes he worked at least an additional 107.5 overtime hours where he was paid no wages because Defendants deducted time to account for a meal break even in instances when Plaintiff was not relieved of work duties.

19. The attached spreadsheet, Attachment 1, identifies Plaintiff Garcia's damages on

a pay period basis.

20. The spreadsheet computes Plaintiff's unpaid overtime wages as follows:

- a. Plaintiff's pay stubs were organized by pay period, and the hours Plaintiff was paid for working were inserted in the spreadsheet. Columns B and C reflect the regular and holiday hours Plaintiff was paid for working in each pay period and for which he received an employee payroll check. The hours in Column D reflect the hours Plaintiff was paid for working and for which he received a second check with no payroll taxes withheld. Column E subtotals the hours Plaintiff was paid for working in Columns B-D.
- b. Plaintiff does not possess pay stubs for the pay periods ending 10/12/2014 and 2/1/2015. In those pay periods, Plaintiff determined the number of hours he worked by averaging the hours he worked in other pay periods. Column F subtotals the hours Plaintiff worked for all pay periods.
- c. Column G reflects the meal break hours that were subtracted from Plaintiff's work hours in each pay period.
- d. If the hours in Column F exceeded 80 hours, the hours that exceeded 80 hours were indicated in Column H. If the hours in column F did not exceed 80 hours, then Column H reflects 0 hours. The hours in Column F were multiplied by $\frac{1}{2}$ Plaintiff's regular rate of pay and the result is indicated in Column K.
- e. If the Hours Subtotal in Column F exceed 80 hours, then the unpaid lunch hours were multiplied by 1.5 times Plaintiff's regular rate. If the Hours Subtotal in Column F are less than 80 hours, then only those hours that

exceeded 80 hours in the pay period were multiplied by 1.5 times Plaintiff's regular rate. The result is indicated in Column L.

- f. Defendant paid Plaintiff one and one half times his regular rate for holiday hours he worked. Under the FLSA, 29 U.S.C. § 207(h), Defendant is entitled to a credit for the premium pay it paid Plaintiff for working on holidays. That premium pay is accounted for in Column M.
- g. Columns K, L and M were totaled to determine the amount of overtime wages owed to Plaintiff is owed in each pay period.
- h. Column O represents Liquidated Damages in an amount equal to the amount of unpaid overtime wages.
- i. Column P represents the penalty owed under the Illinois Minimum Wage Law. The formula for computing that penalty is:

(Present Date – Date of Underpayment (in months)) * Unpaid Overtime * 2% = Penalty

My Firm's Reasonable Hourly Rates

21. Other members of my firm and I have been awarded rates between \$400 and \$650 per hour by numerous state and federal courts.

- a. Recently, in *Knox v. Jones Group*, No. 15-cv-1738 SEB-TAB (ECF No. 172, Order Dated August 31, 2017) (S.D. Ind.) the court awarded Douglas Werman \$650/hr; Maureen Salas \$525/hr; Zachary C. Flowerree \$430/hr; Sarah J. Arendt \$400/hr; and Werman Salas, P.C. paralegals \$150/hr).
- b. In *Sanchez v. Roka Akor Chicago LLC*, No. 14 C 4645, 2017 WL 1425837, at *5-7 (N.D. Ill., Apr. 20, 2017), the court approved rates of

\$650/hour for Douglas Werman, \$525/hour for Maureen Salas, \$430/hour for Zachary Flowerree, \$400/hour for Sarah Arendt, and \$150/hour for Werman Salas P.C.'s paralegals. 2017 WL 1425837, at *6.

- c. In deciding a contested fee petition in *Kurgan v. Chiro One Wellness Centers LLC*, No. 10-CV-1899, 2015 WL 1850599, at *9 (N.D. Ill. Apr. 21, 2015) (Dow, J.), the court awarded Douglas Werman \$600/hr, Maureen Salas \$500/hr and the paralegals of Werman Salas P.C. \$140/hr.
- d. The professional and administrative staff of Werman Salas have earned similar rates in other matters. See *Krantz v. D T & C Global Management, LLC*, No. 14-cv-998 (ECF No. 56, 11/23/15) (N.D. Ill.) (awarding Douglas Werman \$600/hr; Maureen Salas \$500/hr; Zachary C. Flowerree \$400/hr; Sarah J. Arendt \$300/hr; and Werman Salas, P.C. paralegals \$150/hr); *Williams v. Neil's Foods, Inc.*, No. 13-2108 (ECF No. 25, 12/19/13) (N.D. Ill.) (awarding Douglas Werman \$650/hr; Maureen Salas \$500/hr; Sarah Arendt, \$275/hr; and Werman Salas, P.C. paralegals \$140/hr); *Katcher v. Yagoda*, 11 CH 38659 (Cir Ct. Cook County, 8/28/13)(awarding the following rates on a contested motion for sanctions: Douglas Werman \$600/hr, \$275/hr Sarah Arendt, and Werman Salas, P.C. paralegals \$140/hr).

22. I have charged the hourly rate of \$500 per hour in *Gonzalez v. NBG Delivery Service, Inc., et al.*, Case No. 16-cv-1234 (N.D. Ill.). In that case, the professional and administrative staff in my office bills (or billed) at the following rates: Douglas M. Werman, \$600.00; Zachary Flowerree, \$425.00, Sarah J. Arendt, \$400.00, Jacqueline Villanueva, Cristina

Calderon, Adriana Rodriguez, \$150.00. These rates were also billed in the matter *Acuna-Mederos et al. v. Birrieria Reyes De Ocotlan*, Case No. 14 C 6379 (N.D. Ill.). I also have charged the rate of \$500, and Douglas M. Werman charges the rate of \$600, in other hourly matters, including matters pending before administrative agencies, executive compensation and severance negotiation matters. These rates are within the prevailing market rates in the Chicago area.

23. Since the inception of the case through September 1, 2017, my firm has worked a total of 210.37 hours on this matter *incurring* more than \$64,836.75 in attorney's fees, allocated between timekeepers as follows:

TIMEKEEPER	HOURLY RATE	HOURS	TOTAL
Maureen A. Salas	\$525	68.75	\$36,093.75
Sarah J. Arendt	\$400	30.00	\$12,000.00
Jacqueline H. Villanueva	\$150	64.48	\$9,672.00
Adriana Rodriguez	\$150	5.49	\$823.50
Cristina Calderon	\$150	5.33	\$799.50
Maria Reyes	\$150	6.82	\$1,023.00
Othon Nunes	\$150	29.50	\$4,425.00
Total		210.37	\$64,836.75

24. My firm also incurred \$1,566.12 in costs since the inception of this case.

Judgment Amount Requested

25. On July 18, 2017, Plaintiff and Defendant Centurion reached a settlement with

regards to Plaintiff's claims against Centurion only. Werman Salas P.C. received \$16,998.88 in attorneys' fees and costs as part of that settlement.

26. Plaintiff's reasonable attorneys' fees in this matter total \$64,836.75 through September 1, 2017. Plaintiff's costs in this matter total \$1,566.12. Plaintiff's total attorneys' fees and costs equal \$66,402.87. Plaintiff requests an award of \$49,403.99 in attorneys' fees, which equals his total attorneys' fees and costs less the amount paid by Centurion to Werman Salas P.C. in attorneys' fees and costs.

I declare under penalty of perjury pursuant to 28 U.S.C. 1746 that the foregoing is true and correct.

Dated: September 27, 2017

s/Maureen A. Salas
Maureen A. Salas

ATTACHMENT 1

Rafael Garcia v. World Security Bureau, Inc.
Damage Calculations

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	WWE	1st Check Hours		2nd Check Hours		Hours Subtotal	Meal Break Hours	OT Hours owed @ 1/2 Time	Meal Break Hours owed @ OT Rate	Rate of Pay	Owed Wages			Total Owed Wages	Liquidated Damages	2% Penalty	Total Owed
2		Regular	Holiday								@ 1/2 Reg. Rate	@ OT Rate	OT Credit				
3	02/03/13	29.00			29.00	29.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	02/17/13	75.00			75.00	75.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5	03/03/13	66.50			66.50	66.50	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	03/17/13	75.00			75.00	75.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7	03/31/13	74.75			74.75	74.75	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	04/14/13	76.50			76.50	76.50	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	04/28/13			67.00	67.00	67.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10	05/12/13			0.00	73.63	0.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11	05/26/13	77.00			77.00	77.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12	06/09/13	73.75			73.75	73.75	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	06/23/13			75.00	75.00	75.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14	07/07/13	7.50	67.75	75.25	75.25	0.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15	07/21/13			76.00	76.00	76.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16	08/04/13			66.00	66.00	66.00	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
17	08/18/13			67.50	67.50	67.50	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18	09/01/13			67.50	67.50	67.50	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
19	09/15/13		7.50		7.50	73.63	0.00	0.00	0.00	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20	09/29/13	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21	10/13/13	76.00			76.00	76.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22	10/27/13	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23	11/10/13	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
24	11/24/13	75.00		2.50	77.50	77.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
25	12/08/13		7.50	67.50	75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
26	12/22/13			75.00	75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27	01/05/14		15.00	64.50	79.50	79.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28	01/19/14	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
29	02/02/14	71.50			71.50	71.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
30	02/16/14	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
31	03/02/14	60.00		1.50	61.50	61.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
32	03/16/14	67.00			67.00	67.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
33	03/30/14	74.00			74.00	74.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
34	04/13/14	79.50			79.50	79.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
35	04/27/14	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
36	05/11/14	75.00			75.00	75.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
37	05/25/14	0.00		67.00	67.00	67.00	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
38	06/08/14	71.75	12.00		83.75	83.75	0.00	3.75	0.00	\$ 10.00	\$ 18.75	\$ -	\$ (60.00)	\$ -	\$ -	\$ -	
39	06/22/14	78.50			78.50	78.50	0.00	0.00	0.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
40	07/06/14	80.00	11.00	15.00	106.00	106.00	4.00	26.00	4.00	\$ 10.00	\$ 130.00	\$ 60.00	\$ (55.00)	\$ 135.00	\$ 135.00	\$ 102.60	\$ 372.60
41	07/20/14	80.00		23.00	103.00	103.00	4.00	23.00	4.00	\$ 10.00	\$ 115.00	\$ 60.00	\$ -	\$ 175.00	\$ 175.00	\$ 133.00	\$ 483.00

Rafael Garcia v. World Security Bureau, Inc.
Damage Calculations

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	WWE	1st Check Hours		2nd Check Hours		Hours Subtotal	Meal Break Hours	OT Hours owed @ 1/2 Time	Meal Break Hours owed @ OT Rate	Rate of Pay	Owed Wages			Total Owed Wages	Liquidated Damages	2% Penalty	Total Owed
2		Regular	Holiday								@ 1/2 Reg. Rate	@ OT Rate	OT Credit				
42	08/03/14		0.50	113.00	113.50	113.50	4.50	33.50	4.50	\$ 10.00	\$ 167.50	\$ 67.50	\$ (2.50)	\$ 232.50	\$ 232.50	\$ 172.05	\$ 637.05
43	08/17/14	80.00		29.00	109.00	109.00	4.50	29.00	4.50	\$ 10.00	\$ 145.00	\$ 67.50	\$ -	\$ 212.50	\$ 212.50	\$ 157.25	\$ 582.25
44	08/31/14			110.25	110.25	110.25	4.50	30.25	4.50	\$ 10.00	\$ 151.25	\$ 67.50	\$ -	\$ 218.75	\$ 218.75	\$ 161.88	\$ 599.38
45	09/14/14	80.00		26.50	106.50	106.50	4.00	26.50	4.00	\$ 10.00	\$ 132.50	\$ 60.00	\$ -	\$ 192.50	\$ 192.50	\$ 138.60	\$ 523.60
46	09/28/14	82.00		27.00	109.00	109.00	4.50	29.00	4.50	\$ 10.00	\$ 145.00	\$ 67.50	\$ -	\$ 212.50	\$ 212.50	\$ 153.00	\$ 578.00
47	10/12/14			0.00	108.18	4.50	28.18		4.50	\$ 10.00	\$ 140.89	\$ 67.50	\$ -	\$ 208.39	\$ 208.39	\$ 145.88	\$ 562.66
48	10/26/14	80.00		28.50	108.50	108.50	4.50	28.50	4.50	\$ 10.00	\$ 142.50	\$ 67.50	\$ -	\$ 210.00	\$ 210.00	\$ 147.00	\$ 567.00
49	11/09/14	80.00		31.00	111.00	111.00	4.50	31.00	4.50	\$ 10.00	\$ 155.00	\$ 67.50	\$ -	\$ 222.50	\$ 222.50	\$ 151.30	\$ 596.30
50	11/23/14	80.00		31.00	111.00	111.00	4.50	31.00	4.50	\$ 10.10	\$ 156.55	\$ 68.18	\$ -	\$ 224.73	\$ 224.73	\$ 152.81	\$ 602.26
51	12/07/14	80.00	8.50	20.00	108.50	108.50	4.50	28.50	4.50	\$ 10.10	\$ 143.93	\$ 68.18	\$ (42.93)	\$ 169.18	\$ 169.18	\$ 111.66	\$ 450.01
52	12/21/14	80.00		22.00	102.00	102.00	4.00	22.00	4.00	\$ 10.10	\$ 111.10	\$ 60.60	\$ -	\$ 171.70	\$ 171.70	\$ 113.32	\$ 456.72
53	01/04/15	69.00	16.00		85.00	85.00	3.50	5.00	3.50	\$ 10.10	\$ 25.25	\$ 53.03	\$ (80.80)	\$ -	\$ -	\$ -	\$ -
54	01/18/15	75.50			75.50	75.50	3.00	0.00	0.00	\$ 10.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55	02/01/15				0.00	100.21	4.00	20.21	4.00	\$ 10.10	\$ 102.08	\$ 60.60	\$ -	\$ 162.68	\$ 162.68	\$ 100.86	\$ 426.23
56	02/15/15	45.00			45.00	45.00	1.50	0.00	0.00	\$ 10.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
57	03/01/15	77.00			77.00	77.00	3.00	0.00	0.00	\$ 10.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58	03/15/15	77.00			77.00	77.00	3.00	0.00	0.00	\$ 10.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59	03/29/15	80.00		20.50	100.50	100.50	4.00	20.50	4.00	\$ 10.10	\$ 103.53	\$ 60.60	\$ -	\$ 164.13	\$ 164.13	\$ 98.48	\$ 426.73
60	04/12/15	80.00	11.50	27.50	119.00	119.00	4.50	39.00	4.50	\$ 10.10	\$ 196.95	\$ 68.18	\$ (58.08)	\$ 207.05	\$ 207.05	\$ 120.09	\$ 534.19
61	04/26/15	80.00		33.00	113.00	113.00	4.50	33.00	4.50	\$ 10.10	\$ 166.65	\$ 68.18	\$ -	\$ 234.83	\$ 234.83	\$ 136.20	\$ 605.85
62	05/10/15	80.00		32.00	112.00	112.00	4.50	32.00	4.50	\$ 10.10	\$ 161.60	\$ 68.18	\$ -	\$ 229.78	\$ 229.78	\$ 128.67	\$ 588.22
63	05/24/15	80.00		21.00	101.00	101.00	4.00	21.00	4.00	\$ 10.10	\$ 106.05	\$ 60.60	\$ -	\$ 166.65	\$ 166.65	\$ 93.32	\$ 426.62
64	06/07/15	57.00	1.00		58.00	58.00	2.00	0.00	0.00	\$ 10.10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -
65	06/21/15	80.00		30.75	110.75	110.75	4.50	30.75	4.50	\$ 10.10	\$ 155.29	\$ 68.18	\$ -	\$ 223.46	\$ 223.46	\$ 120.67	\$ 567.59
66	07/05/15	80.00		13.50	93.50	108.00	4.50	28.00	4.50	\$ 10.10	\$ 141.40	\$ 68.18	\$ -	\$ 209.58	\$ 209.58	\$ 108.98	\$ 528.13
67	07/19/15	80.00	4.00	46.00	130.00	130.00	5.00	50.00	5.00	\$ 10.10	\$ 252.50	\$ 75.75	\$ (20.20)	\$ 308.05	\$ 308.05	\$ 160.19	\$ 776.29
68	08/02/15			108.00	108.00	108.00	4.50	28.00	4.50	\$ 10.60	\$ 148.40	\$ 71.55	\$ -	\$ 219.95	\$ 219.95	\$ 109.98	\$ 549.88
69	08/16/15			94.00	94.00	94.00	3.50	14.00	3.50	\$ 10.65	\$ 74.55	\$ 55.91	\$ -	\$ 130.46	\$ 130.46	\$ 65.23	\$ 326.16
70											\$ 3,489.21	\$ 1,628.36	\$ (319.50)	\$ 4,841.85	\$ 4,841.85	\$ 3,083.00	\$ 12,766.70

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

RAFAEL GARCIA, on behalf of himself)
and all other persons similarly situated,)
known and unknown,)
Plaintiff,) Case No. 1:16-cv-02130
v.) Honorable Manish S. Shah
WORLD SECURITY BUREAU, INC. d/b/a)
WORLD SECURITY AGENCY,)
IBRIHAM KISWANI, individually, and)
CENTURION INVESTIGATIONS AND)
SECURITY, INC.)
Defendants.)

JUDGMENT ORDER

This matter coming before the Court for a prove-up of Plaintiff's damages following entry of an Order of Default against Defendants World Security Bureau, Inc. d/b/a World Security Agency and Ibriham Kiswani, Notice having been given to Defendants, the Court having reviewed the Declarations of Named Plaintiff Rafael Garcia and Counsel, and hearing testimony in open Court,

IT IS HEREBY ORDERED that Plaintiff is awarded judgment as follows:

1. Plaintiff Rafael Garcia is awarded Judgment against Defendants World Security Bureau, Inc. and Ibraham Kiswani in the amount of \$9,765.58;
2. Plaintiff's Counsel, Werman Salas P.C., is awarded attorneys' fees and costs in the total amount \$49,403.99.
3. The following hourly rates are reasonable and supported by the evidentiary showing made by Plaintiff's Counsel:

Timekeeper	Rate
Maureen A. Salas	\$525
Sarah J. Arendt	\$400
Jacqueline Villanueva	\$150

Adriana Rodriguez	\$150
Cristina Calderon	\$150
Maria Reyes	\$150
Othon Nunez	\$150

4. Defendants World Security Bureau, Inc. and Ibriham Kiswani are jointly and severally liable.
5. Plaintiff is given leave to commence collection efforts immediately.

ENTERED: _____

Hon. Judge Manish S. Shah
United States District Court