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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

STERLING HUERTA GONZALEZ, an
individual, on behalf of him and others
similarly situated,

Plaintiffs,

vs.

CLEANSTREET, INC.; and DOES 1 to 50,
inclusive,

Defendants.

Case No.: 20STCV04305

Case Assigned for All Purposes to Hon. William F.
Highberger

**DECLARATION OF DARREN M. COHEN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Date: April 5, 2021

Time: 10:30 a.m.

Dept.: SSC-10

I, **DARREN M. COHEN**, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and am an attorney in the Law Offices of Kingsley & Kingsley, APC. I have personal knowledge of the matters set forth herein and would and could testify thereto if called as a witness herein.

2. I graduated from the University of Texas at Austin in 1999 with a Bachelor of Business Administration and a Master in Professional Accounting. I graduated from Loyola Law School of Los Angeles in 2002. I am admitted to practice before the following Courts: United States Court of Appeals for the Ninth Circuit; United States District Court, Central, Southern and Eastern Districts of California; all of California State Courts.

1 3. The Class Action for Plaintiff Sterling Huerta Gonzalez (“Plaintiff”) was filed in the
2 Superior Court of the State of California for the County of Los Angeles on February 3, 2020. The case
3 was extensively litigated including the informal exchange of documents, including Defendant’s policies,
4 time records, payroll records and the attendance of an all-day mediation with mediator Steven J.
5 Serratore, Esq. After more than one year of litigation and substantial settlement negotiations, the present
6 settlement was reached.

7 4. The proposed settlement is hereby submitted by Plaintiff with no opposition from
8 Defendant Cleanstreet, Inc. (“Defendant”). The Parties have worked diligently in completing the
9 settlement. After several months of difficult negotiating, Plaintiff seeks to have the Court approve this
10 settlement.

11 **CLAIMS ASSERTED**

12 5. On February 3, 2020, Plaintiff sent a letter to the Labor Workforce Development Agency
13 (“LWDA”) alleging that Defendant violated Labor Code §§ 203, 226(a), 226.7, 510, 512, 1194, 1197,
14 1199, and 2802. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff provided notice to the LWDA through
15 their on-line system and sent a letter certified mail to Defendant as prescribed by the code on February 3,
16 2020 describing Defendant’s conduct in violation of the Labor Code.

17 6. On February 3, 2020, Plaintiff filed a proposed class action Complaint captioned *Sterling*
18 *Huerta Gonzalez v. Cleanstreet, Inc.*, Case No. 20STCV04305 in the Los Angeles County Superior Court
19 on behalf of himself and all other similarly situated employees (“Complaint” or “Action”). The
20 Complaint alleged causes of action for failure to pay wages and/or overtime, failure to provide meal
21 periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to
22 reimburse expenses, waiting time penalties pursuant to Labor Code § 203, and unfair business practices
23 under Business & Professions Code § 17200, *et seq.* The Complaint sought recovery of compensatory
24 damages for unpaid wages and/or overtime, meal period compensation, rest period compensation, pay
25 stub violations, reimbursement of expenses, waiting time penalties, pre-judgment and post-judgment
26 interest, issuance of an injunction, restitution and attorney’s fees and costs.

27 7. On March 24, 2020, Defendant filed an Answer to Plaintiff’s Complaint.

28 8. On August 14, 2020 Plaintiff filed a First Amended Class Action Complaint to add an

1 eighth cause of action for penalties pursuant to Labor Code § 2699, *et seq.*

2 9. After the pleadings were settled, the Parties began conducting discovery including Class
3 Member information, Defendant's policies and procedures, time and pay records, and persons most
4 knowledgeable of Defendant. Defendant produced copies of its policies, time records and payroll
5 records.

6 10. On February 1, 2021, the Parties attended a mediation before Steven J. Serratore Esq. At
7 the end of the mediation, the Parties were able to reach a resolution and agreed upon the mediator's
8 proposal. The Parties agreed to the terms of a resolution of the claims asserted in the Complaint and
9 discussed at mediation.

10 11. For purposes of this settlement, the classes shall be defined as follows:

11 All non-exempt persons who are or have been employed by Cleanstreet, Inc.
12 within the State of California in positions other than Driver/Sweeper at any time
13 during the period from February 3, 2016 to May 2, 2021, hereinafter referred to as
"Non-Driver/Sweeper"

14 All non-exempt persons who are or have been employed as a Driver/Sweeper by
15 Cleanstreet, Inc. within the State of California at any time during the period from
February 4, 2020 to May 2, 2021. ("Driver/Sweeper")

16 **CRITERIA SATISFIED FOR CERTIFICATION OF SETTLEMENT CLASS**

17 12. The proposed Class satisfies the criteria for certification of a settlement class under
18 California law, as embodied in California Code of Civil Procedure § 382 for the following reasons:

19 a. The Class is so numerous that joinder of all members is impractical. The Class consists of
20 approximately 276 Class Members. As such, there is a sufficient number of Class Members to warrant
21 certifying this as a class action for settlement purposes.

22 b. The Class is defined in a manner that is precise, objective and presently ascertainable.
23 Class Members can be located with reasonable efficiency; Class Members may be readily identified by
24 reference to Defendant's employment and payroll records. Defendant has agreed to share the information
25 from these records with the Settlement Administrator in order to identify and contact the Class Members.

26 c. Plaintiff was employed by Defendant in California and alleges that he was not provided
27 wages and/or overtime, meal periods, rest periods, accurate itemized wage statements as required by
28

California law, reimbursement of expenses, and wages upon termination or resignation. Accordingly, Plaintiff is a Class Member. Plaintiff has fairly and adequately protected the interests of the entire Class.

d. Plaintiff's claims are typical of the Class Members' claims. The central issues of this litigation - whether Defendant provided proper waged and/or overtime, meal periods, rest periods, accurate itemized wage statements, reimbursement of expenses, and wages upon termination or resignation - and which would arise if this were an individual action, apply to the other Class Members as well. The answer to these questions would determine Defendant's liability to the entire Class. Plaintiff was subjected to the same employment policies and practices as other Class Members. Here, Plaintiff's claims are typical of the claims of the Class.

e. Common questions of law or fact in this case predominate over individual questions. Class Members suffered the same alleged injuries in the same manner; for example, the Complaint alleged that all Class Members were not provided proper wages and/or overtime, meal periods, rest periods, accurate itemized wage statements, reimbursement of expenses, and wages upon termination or resignation as required by California law. The Complaint delineates a common course of conduct that was the same for every member of the Class. Plaintiff alleges that each Class Member was adversely affected by the same allegedly wrongful acts of the Defendant. There is a community of interest among Class Members. Class Members worked for the same employer and were all subject to the same employment policies and practices. Class Members' claims share common questions of law or fact. A class action is superior to other available methods for fair and efficient adjudication of this case.

FAIR & REASONABLE SETTLEMENT

13. The relative positions of the Parties are as follows: The Class contends that they were not provided proper wages and/or overtime, meal periods, rest periods, accurate itemized wage statements, reimbursement of expenses, and wages upon termination or resignation as required by California law. Defendant denies these allegations.

14. The details of the recovery for each Class Member are set forth in the proposed stipulation filed concurrently herewith. I believe that, given the inherent risk of litigation, the numerous unresolved legal issues, and the costs of litigation, this proposed settlement is fair, reasonable, and adequate for each participating Class Member.

1 15. This settlement is the product of tremendous effort, and a great deal of expense by the
2 Parties and their Counsel. The settlement was reached after the informal exchange of substantial
3 discovery and an extensive investigation by Class Counsel. Class Counsel conducted discovery
4 including Class Member information, Defendant's policies and procedures, and time and pay records.
5 Class Counsel contacted Class Members and made a thorough review of the timecards and payroll
6 records produced by Defendant. Plaintiff also hire an expert to analyze and review the time and pay
7 records produced by Defendant.

8 16. The settlement amount is a compromised figure. I took into account the inherent risk of
9 litigation, the numerous unresolved legal issues, the costs of litigation, and several other defenses.

10 17. I also took into account the possibility that if a settlement were reached after many months
11 or even years of litigation, the great expenses and attorneys' fees of litigation would cause Defendant to
12 decrease what they were willing to offer. I also had to consider the delay and financial repercussions that
13 could have resulted from an appeal.

14 18. The total settlement of \$420,000.00 can be broken down as follows: up to \$147,000.00 as
15 attorney's fees; up to \$15,000.00 as attorney's costs; up to \$7,500.00 to the claims administrator; up to
16 \$7,500.00 as an enhancement for the Named Plaintiff; and up to \$22,500.00 payment to the Labor
17 Workforce Development Agency. This leaves approximately a Net Settlement Amount of approximately
18 \$220,500.00 for the Class Members.

19 19. The Settlement Agreement provides that after preliminary approval by the Court, the Class
20 Notice and Notice of Settlement Payment Form will be mailed by the Claims Administrator to the Class
21 Members at their last known address. Prior to mailing, the Settlement Administrator will search the
22 National Change of Address Database and update the Settlement Class List to reflect any identifiable
23 address changes. After the initial mailing, if any Notices are returned undeliverable, the Claims
24 Administrator will seek to obtain a current address for the Class Member and will promptly mail the
25 Notice to the new address. The Class Administrator will thereafter, based on the information received
26 and a final order approving settlement from this Court, process and provide individual payments to the
27 Class Members. The timing of distribution of the Gross Fund Value shall occur as follows: within 7
28 calendar days from the receipt of the funds from the Defendant, the claims administrator will disburse all

distributions to eligible Participating Settlement Class Members as described below and disburse attorney's fees and costs to Class Counsel in the amounts as set forth in this Agreement.

20. Fairness of the settlement is apparent from the risks of litigation. Had the Class not been certified, it is extremely unlikely that many of the Class Members would maintain an individual action against Defendant. There is always a reluctance of current employees to vindicate their rights in actions against their current employer, or even a former employer from whom a reference may someday be sought. Furthermore, the value of the Class Members' individual claims ranges from as little as a few dollars, to as much as several thousand. With such small individual claims, the cost and inconvenience of litigation would deter most employees from asserting their rights in court. Their only practical chance at relief is through a class action. Any Class Member who is not satisfied with the settlement can opt out and maintain his or her own action. The settlement is not affected by opt outs unless more than ten percent (10%) of the Class Members choose to opt out.

THE STRENGTH OF PLAINTIFF'S CASE

21. The Complaint alleged that Plaintiff and the Class were not provided with the proper wages and/or overtime, meal periods, rest periods, accurate itemized wage statements, reimbursement of expenses, and wages upon termination or resignation. In addition, Plaintiff also alleged several derivative claims that flow from these alleged violations.

22. In order to obtain certification and in order to prepare this case for settlement and trial, Plaintiff's Counsel conducted extensive discovery. The discovery permitted Plaintiff and Class Counsel to fairly evaluate the strength of their case and the risks associated with ongoing litigation. In addition, Plaintiff's Counsel retained an expert to review the time and pay records produced by Defendant.

23. While Class Counsel felt it had a strong case and would be able to obtain class certification, Class Counsel's view about trial was less certain. Defendant denies, and at all relevant times has denied, any and all wrongdoing in this matter and was confident it has strong legal and factual defenses to Plaintiff's claims and that Plaintiff would have been denied class certification. Further, Defendant also argued that there were multiple factors and individual issues surrounding the alleged failure to provide wages and/or overtime, meal periods, rest periods, accurate itemized wage statements, reimbursement of expenses, and wage upon termination or resignation that would need to be addressed.

1 24. Although Class Counsel believes it had a good chance of succeeding on these claims, the
2 bulk of potential damages in this matter stemmed from Plaintiff's claims for penalties, which might apply
3 if Plaintiff and the Class prevailed on their wage claims. Class Counsel's views about its claims for
4 penalties were less certain, especially given that many of the penalties are driven by alleged meal and rest
5 period violations, and the law is unclear on whether meal and rest period violations trigger wage
6 statement penalties or waiting time penalties.

7 25. Based on its analysis, Class Counsel believes that this settlement is fair and reasonable and
8 in the best interest of the Class.

9 **THE RISK, EXPENSE, COMPLEXITY, AND LIKELY DURATION OF FURTHER**
10 **LITIGATION**

11 26. When the Parties reached the Settlement, the trend in both State and Federal law appeared
12 to favor employers and make class recovery difficult to obtain. As a result, the issues in this case were
13 complex and the risk for Plaintiff and the Class Members associated with this litigation was high given
14 the uncertainty. Moreover, there is significant expense associated with the class certification process,
15 which the Parties can avoid by entering into the contemplated settlement.

16 27. If the Court did eventually certify the class, a class trial involving approximately 276
17 Class Members would require the retention of expensive expert witnesses, the accrual of extensive
18 litigation costs, and a significant time overlay by the Parties.

19 28. Given the complexity of the issues, it is likely that any outcome at trial would have
20 resulted in a lengthy and costly appeal. An appeal would result in further delay for the Class Members
21 who have already waited more than a year for resolution in this matter.

22 **THE RISK OF MAINTAINING CLASS ACTION STATUS THROUGH TRIAL**

23 29. In class actions, there is a risk of maintaining class action status through trial. This case
24 has not been certified to be tried as a class action. While there is strong evidence to support certification,
25 certification is always hard fought and subject to judicial discretion. Moreover, in class actions,
26 decertification is always a possibility.

27 30. In attempting to certify a class, the Parties would need to conduct multiple depositions,
28 including the Named Plaintiff and the persons most knowledgeable regarding Defendant's policies and

procedures. There is a risk for both sides as to what these depositions will reveal and whether they will support class certification or denial thereof to the extent expected by the Parties. If Defendant was to defeat Plaintiff's class certification motion, there would be no class wide relief whatsoever, and most class members would likely not file individual claims.

THE AMOUNT OFFERED IN SETTLEMENT

31. The Parties again began discussing settlement in the late 2020. On February 1, 2021, the Parties attended a mediation before Steven J. Serratore, Esq. At the end of the mediation, the Parties were able to reach a resolution and agreed upon the mediator's proposal. The Parties agreed to the terms of a resolution of the claims asserted in the Complaint.

32. Subsequent to the mediation, the Parties worked diligently to negotiate and draft a Joint Stipulation of Settlement and Release Between Plaintiff and Defendant ("Joint Stipulation"). As such, there can be no doubt that this Settlement is the result of vigorous, adversarial, non-collusive, and arm's-length negotiations.

33. In order to determine the approximate potential damages which would be owed to each Class Member if all of Plaintiff's claims were established at trial, Class Counsel analyzed information produced through the informal exchange for the purposes of mediation. Plaintiff's Counsel retained an expert to analyze time and pay time records produced by Defendant.

34. By analyzing this data, Class Counsel was able to calculate the approximate unpaid wages and/or overtime, meal period penalties, rest period penalties, penalties for inaccurate itemize wage statements, reimbursement of expenses, the amount each former employee could recover for Waiting Time Penalties, and PAGA penalties if Plaintiff's claims were established at trial. As such, Class Counsel was able to determine the full value of the case if Plaintiff succeeded at trial.

35. There are approximately 276 Class Members. There are 129 former employees. The average hourly rate for each Class Member was approximately \$18.89 per hour. For the purposes of mediation, Defendant produced time and pay records for the liability period. As such, Plaintiff analyzed the time and pay records which consisted of 226 employees, 86,797 shifts from January 1, 25, 2016 to February 1, 2021, and 4,914 pay periods from February 3, 2019 to February 1, 2021. Plaintiff claims that Defendant failed to provide wages and/or overtime, failed to provide meal periods, failed to provide rest

1 periods, failed to provide accurate itemized wage statements, failed to reimburse expenses, failed to pay
2 and wages upon termination/resignation.

3 36. Plaintiff's claim for Defendant's alleged violation of Labor Code §§ 510, 1194, and 1199
4 was based on Defendant's failure to include stipend pay in the regular rate of pay and that Defendant
5 required Plaintiff and the Class to work "off the clock" answering phone calls related to work issues.
6 Plaintiff was not confident that the wages and/or overtime claim would be certified. Defendant alleges it
7 properly paid all compensation to Plaintiff and the Class Members. Defendant also argued that even if
8 there were unpaid wages and/or overtime, the amount would be *de minimus*. Further, Defendant argued
9 that this claim was subject to individual issues of law and fact that would preclude class wide recovery.
10 Given these facts, Plaintiff was required to significantly discount this claim in the overall damage
11 calculations. The full value of this claim, without any discount, was approximately \$94,000.00 according
12 to Plaintiff's calculations. This calculation is based on an average hourly rate of \$18.89 per hour, 86,797
13 shifts, 142 pay periods with overtime and stipend compensation, and 30 minutes worked "off the clock"
14 per week by non-Driver/Sweepers during the liability period.

15 37. Plaintiff's claim for Defendant's alleged violation of Labor Code § 512 was based on
16 Defendant's failure to provide meal periods. Plaintiff was moderately confident that a portion of the
17 meal period claim would be certified. Labor Code § 512 provides that an employer may not employ an
18 employee for a work period of more than five hours per day without providing the employee with a meal
19 period of not less than 30 minutes, except that if the total work period per day of the employee is no more
20 than six hours, the meal period may be waived by mutual consent of both the employer and employee.
21 Defendant failed to provide Plaintiff and the Class with timely meal breaks of not less than 30 minutes as
22 required by the Labor Code during the relevant period. On a regular and consistent basis, Plaintiff
23 alleges that Defendant did not timely provide meal periods. Defendant claims that it provided all
24 required meal periods and that employees have waived meal periods when they were not taken. The full
25 value of this claim, without any discount, was approximately \$698,000.00 according to Plaintiff's
26 calculations. This calculation is based on an average hourly rate of \$18.89 per hour, 86,797 shifts, a
27 \$36,472.00 credit for meal premium payments made by Defendant, and a 45.8% violation rate during the
28 liability period.

1 38. Plaintiff's claim for Defendant's alleged violation of Labor Code § 226.7 and Wage Order
2 4-2001 was based on Defendant's failure to provide rest periods. Labor Code § 226.7 and Wage Order 4-
3 2001 provides that employees receive a 10-minute rest period "per four (4) hours [of work] or major
4 fraction thereof" for all shifts over 3.5 hours in length. Plaintiff claims that he and the Class consistently
5 worked shifts of at least three-and-a-half (3.5) hours and were not authorized or permitted to take rest
6 breaks. Defendant denies the allegations and produced several declarations in support of its position.
7 The full value of this claim, without any discount, was approximately \$1,553,000.00 according to
8 Plaintiff's calculations. This calculation is based on an average hourly rate of \$18.89 per hour, 86,797
9 shifts, and a 100% violation rate during the liability period.

10 39. Plaintiff perceived significant risks with his wage statement claim. Labor Code § 226(a)
11 requires that employers provide employees with a complete and accurate itemized wage statement at the
12 time of each payment of wages. Plaintiff claims that Defendant's itemized wage statements did not state
13 the total hours worked and did not include all applicable hourly rates in effect during the pay period and
14 the corresponding number of hours worked at each hourly rate by the employee. Labor Code § 226(e)(1)
15 provides for any initial violation, actual damages or \$50.00 and \$100.00 for each violation in a
16 subsequent pay period, not to exceed an aggregate penalty of \$4,000.00. The full value of this claim,
17 without any discount, was approximately \$471,000.00 according to Plaintiff's calculations. This number
18 is calculated based on 4,914 pay periods at issue, a penalty of \$50.00 for the first violation and \$100.00
19 for each subsequent violation, with a maximum penalty of \$4,000.00 per employee. Defendant made
20 several arguments regarding the technical violation of the itemized wage statements provided to
21 employees. Aside from the technical violations, there was still risk associated with this violation to the
22 extent it is derivative of the unpaid wages and/or overtime, meal period, and rest period claims. The
23 significant risk surrounding this claim required a steep discount from its maximum value.

24 40. Plaintiff's claim for Defendant's alleged violation of Labor Code § 2802 was based on
25 Defendant's failure to provide reimbursement for employees' use of their personal vehicles and personal
26 cell phones as required in the performance and fulfillment of their job. Defendant argued that an
27 employer is only obligated to reimburse the employee in the limited situation in which the employee
28 incurred an extra expense that he or she would not have otherwise incurred absent the job. Further,

1 Defendant argued that there were multiple factors and individual issues surrounding the expense
2 reimbursement claim that would be addressed at trial. More specifically, Plaintiff indicated that he was
3 not reimbursed for the use of his personal cellphone, where other Class Members indicated they never
4 used their personal cellphone for work purposes. In fact, given Plaintiff's position, it is possible that
5 these issues only applied to Plaintiff or a small group of employees. Upon further review, there were too
6 many individual issues of law and facts to this claim, in addition to the small amount of potential
7 damages, to allocate a portion to the overall damage calculations. Lastly, as to the tool reimbursement,
8 Defendant sent a letter with payment to the Driver/Sweeper employees and Non-Driver/Sweeper
9 employees for their tool expenses during the litigation. This significantly limited the applicable damages
10 of this claim. Given these facts, the reimbursement of expenses claim was not considered in the overall
11 damage calculations.

12 41. Additionally, Plaintiff's claim for Defendant's alleged violation of Labor Code § 203 was
13 based on Defendant failure to provide wages upon termination or resignation as a result of the unpaid
14 wages and/or overtime, missed meal, and/or missed rest periods. Labor Code § 203 requires that if an
15 employer willfully fails to pay, without abatement or reduction, any wages of an employee who is
16 discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof
17 at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for
18 more than 30 days. Class Counsel had to acknowledge the risks associated with proving that meal and
19 rest period penalties are wages and that the alleged failure to pay these wages was willful. The full value
20 of the claim for waiting time penalties, without discount, was approximately \$614,000.00. This number
21 is calculated based on 129 former employees during the period, \$18.89 average hourly rate, 8 hours per
22 day, thirty-day maximum penalty. However, the legal and factual uncertainty in succeeding with this
23 claim required a significant discount at mediation.

24 42. Plaintiff's claim for Defendant's alleged violation of Labor Code § 2699, *et seq.* was
25 based on Defendant violations of several Labor Code violations. Labor Code § 2699(f)(2) provides that
26 the civil penalty is \$100.00 for each aggrieved employee per pay period for the initial violation and
27 \$200.00 for each aggrieved employee per pay period for each subsequent violation. The full value of this
28 claim, without any discount, was approximately \$491,000.00 according to Plaintiff's calculations. This

number is calculated based on 4,914 pay periods during the liability period and a \$100.00 penalty for each violation during the liability period. There is also significant uncertainty as to the PAGA damages that would be awarded if this case moved forward, stemming from judicial discretion to award lower than the statutory amount and uncertainty as to whether the PAGA statute or the Labor Code provides the applicable measure of damages for the claims.

43. Given all of these calculations, Class Counsel estimated that the full value of the case if Class Counsel obtained a judgment at trial for each of the claims was approximately \$3,921,000.00. Although Class Counsel believes it had a good chance of succeeding on these claims, the bulk of potential damages in this matter stemmed from Plaintiff's claims for penalties, which might apply if Plaintiff and the Class prevailed on their wage claims. Class Counsel's views about its claims for penalties were less certain. Defendant contends that no penalties would attach to alleged wage statement violations stemming from meal and rest period violations, and that Plaintiff could not establish willfulness, and Class Counsel believes that proving "willfulness" may have been difficult.

44. Once Class Counsel was able to determine the maximum potential damages, Class Counsel was able to determine a fair and reasonable settlement for the Class. Class Counsel analyzed the likelihood of success on the merits. Class Counsel believes that the Class had a reasonable likelihood of success on the core claims. However, Defendant disputes Class Counsel's contention with respect to Plaintiff's likelihood of success on the merits and denies any and all wrongdoing in this matter and is confident it has strong legal and factual defenses to Plaintiff's claims. Moreover, Class Counsel determined that there were significant risks on the issue of wage statement violations and related penalties. The likelihood of success on Plaintiff's wage statement claims were doubtful as a result of the highly technical violations. Plaintiff faced the risk that he would not obtain a maximum damage/penalty award on his claims. Plaintiff seeks discretionary penalties pursuant to the Private Attorneys General Act. Even if Plaintiff did prevail on these claims, it is possible that the Court would not impose all penalties pursuant to its discretionary power to reduce them.

45. After taking into account the likelihood of success on each claim, Class Counsel determined that the settlement amount of \$420,000.00 was fair and reasonable.

46. Under the Settlement, each of the approximately 276 Class Members will receive

approximately \$798.91¹ after attorney's fees and costs, enhancement award to the Named Plaintiff of this Action, costs of claims administration, interests, and penalties.

47. Plaintiff and Plaintiff's Counsel feels that this Settlement is fair, reasonable, and advantageous to the Class Members.

CLASS REPRESENTATIVE ENHANCEMENT

48. Often with modest individual monetary stakes in the litigation, plaintiffs promote enforcement of laws reflecting important public policy and benefitting a class of persons similarly situated, knowing that they are committing themselves to the burden of participation in litigation which will primarily benefit the Class in contrast to enhancing their personal recovery. 1 A. Conte, *Attorney Fee Awards*, § 2.25, pp. 94-95 (2nd. ed. 1993) (revised edition of *Attorney Fee Awards*, by Herbert B. Newberg (Shepard's/McGraw-Hill, Inc. 1986)). Numerous courts have recognized that representative plaintiffs are entitled to receive appropriate reimbursement for their efforts. *Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294, 299 (N.D. Cal. 1995) (awarding \$50,000 to class representative); *In re Domestic Air Transportation Antitrust Litig.*, 148 F.R.D. 297, 357 (N.D. Ga. 1993) (granting \$2,500 award for each class representative who produced documents and granting \$5,000 award for each class representative who was deposed); and *Golden v. Shulman*, [1988-1989 Transfer Binder] Fed.Sec.L.Rep. (CCH) ¶ 94,060 at 90,954 (E.D.N.Y. 1988) (granting \$5,000 incentive award to named plaintiff); *see also, Manual for Complex Litigation, Second*, §§ 30.41, 30.42 (1985) (recognizing the propriety of such payments).

49. The payment to the Named Plaintiff is intended to recognize the critical role he played in this case and the substantial time, effort, and risks undertaken in helping secure the exceptional result obtained on behalf of the Class. "Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incurred during the course of the class action litigation." *Ingram v. The Coca-Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001) (quoting *In Re S. Ohio Correctional Facility*, 175 F.R.D. 270, 272 (S.D. Ohio 1997) (approving \$303,000 payment to each class representative plaintiff in employment case settling before class certification); *Martens v. Smith Barney*,

¹ The exact amounts will depend on the number of shifts worked by Class Members. *See* Joint Stipulation, ¶ 15(g)(i).

No. 96 Civ. 3779, 1998 WL 1661385 *4 (S.D.N.Y. July 28, 1998) and 181 F.R.D. 243, 262 (S.D.N.Y. 1998) (approving payments of up to \$150,000 for named plaintiffs, for a total of \$1.9 million in incentive payments for employment case settling prior to class certification); *Roberts v. Texaco*, 979 F. Supp. 185 (S.D.N.Y. 1997) (approving incentive payments up to \$85,000 for named plaintiffs in employment case settling prior to class certification); *see also Bell v. Farmers Ins. Exch.*, (2004) 115 Cal.App.4th 715, 726 (upholding “service payments” to named plaintiffs for their efforts in bringing class case); *Manual for Complex Litigation, Fourth*, § 21.62 n.973 (2004) (noting that service awards are warranted).

50. The factors courts use in determining the amount of incentive payments include (1) time and effort put into the litigation; *see, e.g., Van Vranken*, *supra*, 901 F. Supp. at 299; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); (2) whether the litigation will further the public policy underlying the statutory scheme, *see, e.g., Roberts*, *supra*, 979 F. Supp. at 201 n.25; and (3) risks of retaliation, *see e.g. Roberts*, *supra*, 979 F. Supp. at 202, *Cook*, *supra*, 142 F.3d at 1016.

51. All of the above factors support the modest incentive awards requested here. Plaintiff spent substantial time and provided invaluable assistance to Counsel and the Class in this case. Plaintiff provided extensive and time-consuming assistance to Plaintiff’s Counsel. In addition, Plaintiff participated in an all-day mediation and participated in settlement discussions after the mediation. Plaintiff made himself available to review settlement documents and answer questions.

52. By bringing this action, the Named Plaintiff also furthered the twin public policy goals of class actions, as recently recognized by the California Supreme Court in *Sav-On Drug Stores, Inc. v. Superior Court*, (2004) 34 Cal.4th 319, 340 (recognizing remedial nature of overtime laws and public policy encouraging use of the class action device). His requested incentive payment is fully deserved and justified and is intended to recognize the critical role this Class Member played in this case and the substantial time, efforts, and risks he undertook in helping secure the exceptional result obtained on behalf of the Class. In addition, as a direct result of the filing of this action, Defendant changed their policies and procedures. This non-monetary result furthers important public policy considerations and warrants an enhancement.

53. In addition, Plaintiff has also faced substantial risk in serving as Class Representative as he understands that in becoming a Class Representative, he is risking the imposition of costs and

1 attorney's fees if the case does not prevail at trial. The potential risk for a class representative to pay fees
2 and costs in the event the employer is the prevailing party is legitimate. Recently, in *Plancich v. United*
3 *Parcel Service, Inc.*, Case No. E050631 (4th Dist., Div. 2 Aug. 11, 2011) (certified for publication), the
4 Court of Appeals reversed a trial court's decision to grant plaintiff's motion to strike costs an award of
5 \$28,387.20 against a prevailing employer in a wage an hour matter involving overtime, meal and rest
6 breaks, failure to maintain accurate itemized wage statements, equitable relief, and unfair competition.

7 54. Lastly, the Named Plaintiff has stated that he is not related to Class Counsel or any
8 member of Class Counsel's firm, that he has no past or present business or employment relationship with
9 Class Counsel or Class Counsel's firm, and that he has no interest in any fees that Class Counsel or Class
10 Counsel's firm may receive by virtue of this settlement.

11 55. As a result, my office considers the \$7,500.00 allocated to be a fair and reasonable
12 enhancement.

13 **ATTORNEY COMPETENCE**

14 56. My firm is experienced in prosecuting and defending employment litigation, and we have
15 focused a substantial percentage of our practice since 2000 on wage, hour and working condition
16 violations. My firm is well versed in class action litigation and have diligently and aggressively pursued
17 this action. My firm is currently the Class Counsel for numerous pending class action lawsuits in
18 Northern, Central, and Southern California.

19 57. I joined Kingsley & Kingsley, APC in February 2004. Since then, I spend approximately
20 95% of my time working exclusively in employment law, more specifically representing plaintiffs in
21 wage and hour class actions. I am currently Lead Counsel or Co-Lead Counsel on more than 10 different
22 wage and hour class actions. Throughout the past years, I have also been named as Class Counsel on
23 several wage and hour class actions. Below is a representative sampling of those cases:

24 A. *Popielarski v. B.G. Jazz Grill, LLC* (BC330338) Los Angeles County Superior
25 Court. The matter was approved for final settlement by the Honorable John Shepard Wiley, Jr. in May
26 2006, in the gross amount of \$37,500.00, with attorney's fees request of 33 1/3%.

27 B. *Wallace v. What's Cookn Inc.* (BC341924) Los Angeles Superior Court. The
28 matter was approved for final settlement by the Honorable Teresa Sanchez Gordon in September 2007, in

1 the gross amount of \$125,000.00, with attorney's fees request of 30%.

2 C. *Janzen v. Miyagis & Co.* (BC342973) Los Angeles Superior Court. The matter
3 was approved for final settlement by the Honorable Maureen Duffy-Lewis in January 2008, in the gross
4 amount of \$55,000.00, with attorney's fees request of 25%.

5 D. *Chatman v. HVM LLC* (BC343861) Los Angeles Superior Court. The matter was
6 approved for final settlement by the Honorable Elihu M. Berle in March 2007, in the gross amount of
7 \$957,000.00, with attorney's fees request of 20.8%.

8 E. *Escobar v. Orion Plastics Corporation* (BC349221) Los Angeles Superior Court.
9 The matter was approved for final settlement by the Honorable John Shepard Wiley Jr. in March 2007, in
10 the gross amount of \$162,500.00, with attorney's fees request of 30.7%.

11 F. *Silverstein v. Morels Steakhouse* (BC353322) Los Angeles Superior Court. The
12 matter was approved for final settlement by the Honorable Mary Thornton House in April 2007, in the
13 gross amount of \$175,000.00, with attorney's fees request of 30%.

14 G. *King v. Closet World, Inc.* (BC345834) Los Angeles County Superior Court. The
15 matter was approved for final settlement by the Honorable William H. Mackey in May 2007, in the gross
16 amount of \$475,000.00, with attorney's fees request of 30%.

17 H. *Gray v. Beverly Hills Steakhouse* (BC357498) Los Angeles Superior Court. The
18 matter was approved for final settlement by the Honorable John P. Shook in December 2007, in the gross
19 amount of \$750,000.00, with attorney's fees request of 30%.

20 I. *Ryan v. Hilton Hotels Corporation* (BC364260) Los Angeles Superior Court. The
21 matter was approved for final settlement by the Honorable Mary Thornton House in March 2008, in the
22 gross amount of \$1,675,000.00, with attorney's fees request of 33 1/3%.

23 J. *Fowzer v. Northstar Moving Corporation* (BC369338) Los Angeles Superior
24 Court. The matter was approved for final settlement by the Honorable Richard L. Fruin in September
25 2008, in the gross amount of \$600,000.00, with attorney's fees request of 30%.

26 K. *Benitez v. GRA-GAR LLC* (CIVSS709965) San Bernardino Superior Court. The
27 matter was approved for final settlement by the Honorable W. Robert Fawke in February 2009, in the
28 gross amount of \$250,000.00, with attorney's fees request of 33 1/3%.

1 L. *Rollins v. Big Wangs, Inc.* (BC393775) Los Angeles Superior Court. The matter
2 was approved for final settlement by the Honorable Malcolm H. Mackey in October 2009, in the gross
3 amount of \$195,000.00, with attorney's fees request of 33 1/3%.

4 M. *Keene v. The Gap, Inc.* (CGC-07-466574) San Francisco County Superior Court.
5 The matter was approved for final settlement by the Honorable John E. Munter in October 2009, in the
6 gross amount of \$475,000.00, with attorney's fees request of 30%.

7 N. *Agnew v. Black Tie Event Services, Inc.* (BC378413) Los Angeles County Superior
8 Court, contested Class Certification approved by Honorable Gregory W. Alarcon. Preliminary approval
9 of settlement granted December 2009. The matter was approved for final settlement in May 2010, in the
10 gross amount of \$96,000.00, with attorney's fees request of 33 1/3%.

11 O. *Sevier v. Excalibur Well Service* (S-1500-CV-265391-WDP) Kern County
12 Superior. The matter was approved for final settlement by the Honorable William D. Palmer in May
13 2010, in the gross amount of \$550,000.00, with attorney's fees request of 33 1/3%.

14 P. *Walker v. Hennessey's Tavern, Inc.* (BC375599) Los Angeles County Superior
15 Court. The matter was approved for final settlement by the Honorable Richard L. Fruin in August 2010,
16 in the gross amount of \$946,655.57, with attorney's fees request of \$750,000.00.

17 Q. *Nguyen V. Lucky Strike Del Amo, LLC; et al.* (BC400084) Los Angeles County
18 Superior Court. The matter was approved for final settlement by the Honorable Joanne B. O'Donnell in
19 September 2010, in the gross amount of \$190,000.00, with attorney's fees request of 33 1/3%.

20 R. *Welch v. California Cemetery and Funeral Services, LLC* (BC396793) Los
21 Angeles Superior Court. The matter was approved for final settlement by the Honorable Terry A. Green
22 in September 2010, in the gross amount of \$1,230,000.00, with attorney's fees request of 33 1/3%.

23 S. *Boske v. Toys "R" Us - Delaware, Inc.* (BC378328) Los Angeles County Superior
24 Court. The matter was approved for final settlement by the Honorable Ann I. Jones in September 2010,
25 in the gross amount of \$1,850,000.00, with attorney's fees request of \$450,000.00.

26 T. *Rosales v. TAMCO* (BC413846) Los Angeles County Superior Court. The matter
27 was approved for final settlement by the Honorable Robert L. Hess in October 2010, in the gross amount
28 of \$850,000.00, with attorney's fees request of 33 1/3%.

1 U. *Chatman v. Rainbow USA Inc.* (BC419328) Los Angeles County Superior Court.

2 The matter was approved for final settlement by the Honorable James Dunn in February 2011, in the
3 gross amount of \$500,000.00, with attorney's fees request of 30%.

4 V. *Amiott v. Eat Good Stuff, Inc.* (BC402083) Los Angeles County Superior Court.

5 The matter was approved for final settlement by the Honorable Debre K. Weintraub in June 2011, in the
6 gross amount of \$200,000.00, with attorney's fees request of 30%.

7 W. *Ninua v. Regis Corp.* (CV 09 04045 (JSW)) United States District Court Northern

8 District of California. The matter was approved for final settlement by the Honorable Jeffery White in
9 September 2011, in the gross amount of \$750,000.00, with attorney's fees request of 30%.

10 X. *Elvey; et al. v. Southland Paving, Inc.* (37-2008-00095271-CU-OE-CTL) San

11 Diego County Superior Court. The matter was approved for final settlement by the Honorable Joel M.
12 Pressman in September 2011, in the gross amount of \$650,000.00, with attorney's fees request of
13 \$216,666.67.

14 Y. *Driscoll v. Staff Pro, Inc.* (BC417925) Los Angeles County Superior Court. The

15 matter was approved for final settlement by the Honorable Luis Lavin in December 2011, in the gross
16 amount of \$450,000.00, with attorney's fees request of 30%.

17 Z. *Stephens v. Fresh & Easy Neighborhood Market, Inc.* (BC418826) Los Angeles

18 County Superior Court. The matter was approved for final settlement by the Honorable Jane Johnson in
19 November 2012, in the gross amount of \$173,439.00, with attorney's fees request of \$357,400.00.

20 AA. *Silvas v. Southwestern Furniture of Wisconsin, LLC* (JCCP4731) San Diego

21 County Superior Court. The matter was approved for final settlement by the Honorable John S. Meyer in
22 October 2013, in the gross amount of \$150,500.00, with attorney's fees request of \$42,985.00.

23 BB. *Fraley v. NOHO 1 L.P., d.b.a. BIG WANGS* (BC473387) Los Angeles County

24 Superior Court. The matter was approved for final settlement by the Honorable Richard E. Rico in
25 March 2014, in the gross amount of \$95,000.00, with attorney's fees request of \$31,666.67.

26 CC. *Hernandez v. Universal Waste Systems, Inc.* (BC473371) Los Angeles County

27 Superior Court. The matter was approved for final settlement by the Honorable Richard L. Fruin in
28 October 2014, in the gross amount of \$1,300,000.00, with attorney's fees request of \$433,333.33.

1 DD. *Rios v. Retail Assistance Corporation* (BC515050) Los Angeles County Superior
2 Court. The matter was approved for final settlement by the Honorable William F. Highberger in May
3 2015, in the gross amount of \$408,715.28, with attorney's fees request of \$166,666.67.

4 EE. *Calhoun v. Applied Perceptions LLC* (BC515049) Los Angeles County Superior
5 Court. The matter was approved for final settlement by the Honorable Kenneth R. Freeman in November
6 2015, in the gross amount of \$600,000.00, with attorney's fees request of \$200,000.00.

7 FF. *Pena v. Shoe Palace Corporation* (1-13-CV-249131) Santa Clara County Superior
8 Court. The matter was approved for final settlement by the Honorable Peter H. Kirwan in January 2016,
9 in the gross amount of \$440,000.00, with attorney's fees request of \$146,666.67.

10 GG. *Gladue v. Heartland Employment Services, LLC* (34-2015-00180146) Sacramento
11 Superior Court. The matter was approved for final settlement by the Honorable Raymond M. Cadei in
12 March 2016, in the gross amount of \$985,000.00, with attorney's fees request of \$328,333.33.

13 HH. *Millan v. Cascade Water Services, Inc. (1:12-cv-01821-AWI-EPG)* United States
14 District Court, Eastern District of California. The matter was approved for final settlement by the
15 Honorable Anthony W. Ishii in May 2016, in the gross amount of \$150,000.00, with attorney's fees
16 request of \$50,000.00.

17 II. *Carpenter v. ATA Retail Services, Inc.* (M132645) Monterey Superior Court. The
18 matter was approved for final settlement by the Honorable Lydia M. Villarreal in August 2016, in the
19 gross amount of \$800,000.00, with attorney's fees request of \$266,666.67.

20 JJ. *Forbes v. ISL Employees, Inc.* (37-2015-00016114-CU-OE-NC) San Diego County
21 Superior Court – North County Regional Center. The matter was approved for final settlement by the
22 Honorable Jacqueline M. Stern in October 2016, in the gross amount of \$450,000.00, with attorney's fees
23 request of \$157,500.00.

24 KK. *Christian v. Ortiz Corporation* (37-2016-00006768-CU-OE-CTL) San Diego
25 Superior Court. The matter was approved for final settlement by the Honorable Joan M. Lewis in July
26 2017, in the gross amount of \$300,000.00, with attorney's fees request of \$100,000.00.

27 LL. *Martinez v. CFHS Holdings, Inc.* (BC603390) Los Angeles Superior Court. The
28 matter was approved for final settlement by the Honorable Deidre Hill in August 2017, in the gross

1 amount of \$425,000.00, with attorney's fees request of \$141,666.67.

2 MM. *Munila v. Quest Diagnostics Incorporated, which will do business in California as*
3 *Quest Diagnostics Incorporated of Nevada* (RG16808899) Alameda Superior Court. The matter was
4 approved for final settlement by the Honorable Brad Seligman in September 2017, in the gross amount of
5 \$1,350,000.00, with attorney's fees request of \$400,000.00.

6 NN. *Hull v. Deluxe Shared Services Inc.; Deluxe 3D LLC* (BC595144) Los Angeles
7 Superior Court. The matter was approved for final settlement by the Honorable Maren E. Nelson in
8 March 2018, in the gross amount of \$300,000.00, with attorney's fees request of \$100,000.00.

9 OO. *Roberts v. California Physicians' Service* (STK-CV-UOE-2016-0002575) San
10 Joaquin Superior Court. The matter was approved for final settlement by the Honorable Carter Holly in
11 March 2018, in the gross amount of \$235,000.00, with attorney's fees request of \$78,333.33.

12 PP. *Jewell v. Pyramid Enterprises, Inc.* (BC637461) Los Angeles Superior Court. The
13 matter was approved for final settlement by the Honorable Elihu M. Berle in June 2018, in the gross
14 amount of \$400,000.00, with attorney's fees request of \$133,333.33.

15 QQ. *Alcocer v. MG Remediation, Inc.* (BC660713) Los Angeles Superior Court. The
16 matter was approved for PAGA settlement by the Honorable Ruth A. Kwan in August 2018, in the gross
17 amount of \$52,000.00, with attorney's fees request of \$20,800.00.

18 RR. *Tommi v. Frontline Technology Solutions, LLC* (37-2017-00032380-CU-OE-CTL)
19 San Diego Superior Court. The matter was approved for final settlement by the Honorable J. Kenneth
20 Medel in November 2018, in the gross amount of \$120,000.00, with attorney's fees request of
21 \$42,000.00.

22 SS. *Bobo v. Omar Orozco's Contracting* (CVCV-2017-194) Yolo Superior Court. The
23 matter was approved for final settlement by the Honorable Thomas E. Warriner in March 2019, in the
24 gross amount of \$175,000.00, with attorney's fees request of \$61,250.00.

25 TT. *Arias v. Star Staffing, Inc.* (SCV257009) Sonoma Superior Court. The matter was
26 approved for PAGA settlement by Honorable Jennifer V. Dollard in June 2019, in the gross amount of
27 \$250,000.00, with attorney's fees request of \$83,333.33.

28 UU. *Torrez v. Jayone Foods, Inc.* (BC708541) Los Angeles Superior Court. The matter

1 was approved for PAGA settlement by the Honorable William F. Highberger in July 2019, in the gross
2 amount of \$75,000.00, with attorney's fees request of \$25,000.00.

3 VV. *Goertemiller v. IQOR Holdings US Inc.* (BC631279) Los Angeles Superior Court.
4 The matter was approved for final settlement by the Honorable Ann I. Jones in August 2019, in the gross
5 amount of \$240,000.00, with attorney's fees request of \$80,000.00.

6 WW. *Bigby v. Eugene Burger Management Corporation* (34-2015-00182515-CU-OE-
7 GDS) Sacramento Superior Court. The matter was approved for final settlement by the Honorable David
8 L. Brown in August 2019, in the gross amount of up to \$900,000.00, with attorney's fees request of
9 \$315,000.00.

10 XX. *Banks v. Allison-Sierra, Inc.* (18CV-03528) Merced County Superior Court. The
11 matter was approved for final settlement by the Honorable Brian L. McCabe in November 2019, in the
12 gross amount of \$775,000.00, with attorney's fees request of \$271,250.00.

13 YY. *Becerra v. Central Transport, LLC* (BC712869) Los Angeles County Superior
14 Court. The matter was approved for final settlement by the Honorable Amy D. Hogue in June 2020, in
15 the gross amount of \$600,000.00, with attorney's fees request of \$200,000.00.

16 ZZ. *Nelson v. Soup Bases Loaded, Inc.* (BC719430) Los Angeles County Superior
17 Court. The matter was approved for final settlement by the Honorable Ann I. Jones in July 2020, in the
18 gross amount of \$303,450.00, with attorney's fees request of \$105,000.00.

19 AAA. *Keating v. Nine Sofia, LLC* (BC699156) Los Angeles County Superior Court. The
20 matter was approved for final settlement by the Honorable Maren E. Nelson in August 2020, in the gross
21 amount of \$161,700.00, with attorney's fees request of \$53,900.00.

22 BBB. *Perez v. Santa Rosa Stainless Steel Fabricators, Inc.* (SCV261498) Sonoma
23 County Superior Court. The matter was approved for final settlement by the Honorable Arthur A. Wick
24 in September 2020, in the gross amount of \$231,015.51, with attorney's fees request of \$75,000.00.

25 CCC. *Kindle v. Kaplan International North America, LLC* (18STCV07608) Los Angeles
26 County Superior Court. The matter was approved for final settlement by the Honorable Yvette M.
27 Palazuelos in September 2020, in the gross amount of \$725,000.00, with attorney's fees request of
28 \$241,666.67.

1 DDD. *Covarrubias v. The Martin-Brower Company, LLC* (19STCV26101) Los Angeles
2 County Superior Court. The matter was approved for final settlement by the Honorable Ann I. Jones in
3 December 2020, in the gross amount of \$550,000.00, with attorney's fees request of \$192,500.00.

4 EEE. *Alvarez v. Bear Communications, Inc.* (19STCV24961) Los Angeles Superior
5 Court. The matter was approved for PAGA settlement by the Honorable Amy D. Hogue in January
6 2021, in the gross amount of \$130,000.00, with attorney's fees request of \$43,333.33.

7 FFF. *Avila v. Simply Right, Inc., a Utah corporation*, (BC538100) Los Angeles County
8 Superior Court. The matter was approved for final settlement by the Honorable Yvette M. Palazuelos in
9 February 2021, in the gross amount of \$245,000.00, with attorney's fees request of \$85,750.00.

10 58. Kingsley & Kingsley, APC has extensive experience ligating wage and hour class actions.
11 The firm has been appointed Class Counsel and has litigated numerous wage and hour class actions.
12 Some of which include:

- 13 • *Tran v. Progressive Gaming Group*, Los Angeles County Superior Court (BC316988),
14 contested Class Certification approved.
- 15 • *Devian v. Leegin Creative Leather Products, Inc.*, Los Angeles County Superior Court
16 (BC325161), contested Class Certification approved.
- 17 • *Sierra v. Aames Home Loan*, Los Angeles County Superior Court (BC326928), contested
18 Class Certification approved.
- 19 • *Budrow v. Dave & Buster's of California, Inc.*, Los Angeles County Superior Court
20 (BC349060), contested Class Certification approved.
- 21 • *Isaguirre v. Guess, Inc.*, Los Angeles County Superior Court (BC357631), contested Class
22 Certification approved.
- 23 • *Agnew v. Black Tie Event Services, Inc.*, Los Angeles Superior Court (BC378413),
24 contested Class Certification approved.
- 25 • *Lewis, et al. v. Collabrus, Inc., et al.*, Santa Clara Superior Court (1-09-CV-142927),
26 contested Class Certification approved.
- 27 • *Driscoll v. Staff Pro, Inc.*, Los Angeles County Superior Court (BC417925), contested
28 Class Certification approved.
- *Hernandez v. Universal Waste Systems, Inc.*, Los Angeles County Superior Court
(BC473371), contested Class Certification approved.

59. Class Counsel is experienced and qualified to evaluate the Class claims and viability of the defenses. Class Counsel has experience not only in class actions and employment litigation, but specifically in wage and hour class actions. Experienced Counsel in this case, operating at arms-length, has weighed all of the foregoing factors and endorses the proposed Settlement. Class Counsel believes that the Settlement is fair, reasonable, adequate, and in the best interests of the Class.

60. Attached to this Declaration as Exhibit “1” is a true and correct copy of the proof of service to the LWDA of the proposed settlement.

CY PRES RECIPIENT

61. Legal Aid Foundation of Los Angeles has been designated as the *cy pres* recipient in the settlement of this matter. Neither I, nor any other attorney of record for the Plaintiff in the above referenced case, is on the board of or involved in any way with the management of the Legal Aid Foundation of Los Angeles. I have also spoken with my client and confirmed that Plaintiff does not have any interest or involvement in the work or governance of the Legal Aid Foundation of Los Angeles.

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

Executed this 9th day of March, 2021 in Encino, California.


DARREN M. COHEN

EXHIBIT 1

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On March 10, 2021, I served all interested parties in this action the following documents described as: **DECLARATION OF DARREN M. COHEN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT** by placing [] (the original) [X] (a true copy thereof) in a sealed envelope addressed as stated on the attached service list:

Robert D. Vogel
Carmen M. Miranda
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90071
Robert.Vogel@jacksonlewis.com
Carmen.Miranda@jacksonlewis.com

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC MAIL THROUGH CASE ANYWHERE:** On interested parties set forth on the attached service list.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/271>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 10, 2021, at Woodland Hills, California.



Michelle Tanzer