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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

ANGELO KALAVERAS and EMAD  
MISSREEZADAH,

Plaintiff,

vs.

NCR CORPORATION; and DOES 1-100,  
inclusive,

Defendants.

Case No.: MSC20-01186

DECLARATION OF JENNY D.  
BAYSINGER IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND MOTION  
FOR ATTORNEY'S FEES, COSTS, AND  
CLASS REPRESENTATIVE SERVICE  
PAYMENTS

Date: July 27, 2023  
Time: 9:00 a.m.  
Dept.: 12  
Judge: Charles S. Treat

1 I, Jenny D. Baysinger, declare:

2 1. I am an attorney duly licensed to practice before all the courts of this state and am a  
3 shareholder of Mayall Hurley P.C., attorneys for Plaintiffs Angelo Kalaveras and Emad  
4 Missreeezadah, individually, on behalf of all others similarly situated, and as proxy for the LWDA  
5 (collectively, “Plaintiffs”).

6 2. I have personal knowledge of the matters set forth herein and, if called upon to do so,  
7 could and would competently testify thereto under oath.

8 **Pre-Mediation Procedural History**

9 3. My office began investigating Angelo Kalaveras’ claims in May 2020 and undertook  
10 formal representation of him in June 2020. Angelo Kalaveras worked as a non-exempt customer  
11 engineer for Defendant NCR Corporation from October 14, 2019 through February 12, 2020.

12 4. On June 25, 2020 my office filed the instant action in Contra Costa County on a  
13 class-wide basis. Also on June 25, 2020, my office sent a notification letter to the LWDA pursuant  
14 to Labor Code section 2699.3. A First Amended Class Action Complaint was filed on September 1,  
15 2020 to add a claim to assess and collect civil penalties pursuant to the PAGA.

16 5. On October 5, 2020 Defendant removed the matter to federal court based on asserted  
17 jurisdiction pursuant to the Class Action Fairness Act (“CAFA”). Thereafter, the class claims were  
18 dismissed without prejudice and the matter was then remanded to this Court (after a motion filed by  
19 my office) on April 22, 2021. At the time of remand the only claim pending was a claim to assess  
20 and collect civil penalties pursuant to the PAGA.

21 6. On January 7, 2021, Plaintiff Missreeezadah sent a notification letter to the LWDA  
22 pursuant to Labor Code section 2699.3

23 7. On January 19, 2021, Plaintiff Missreeezadah filed a class action complaint in the  
24 Superior Court of California, County of Los Angeles Case No. 21STCV01836 alleging wage and  
25 hour violations similar to those alleged by Plaintiff Kalaveras on a classwide basis. Defendant  
26 removed that action to the United States District Court, Central District of California

27 8. In April 2021, my office entered into a Joint Prosecution Agreement with counsel for  
28 Missreeezadah and agreed to pursue the related matters together.



14. Shortly thereafter, Defendant retained new counsel and the Parties began discussing the prospect of mediation.

15. In June 2021, Defendant served objections to the initial written discovery on the asserted grounds that the matter was stayed and should remain stayed pending arbitration of Plaintiff Kalaveras' individual claims.

16. In August 2021 the Court lifted the stay on discovery and urged the parties to participate in mediation. At that time my office re-propounded the initial written discovery.

17. In October 2021 the Parties agreed to utilize Mark Rudy as a mediator and scheduled mediation to occur April 19, 2022.

18. Between October 2021 and execution of the Class Action Settlement Agreement (“Settlement”, “Settlement Agreement” or “SA”) in October 2022, the Parties engaged in an informal pre-mediation information/data exchange relating to the entirety of the Class. In total, Defendant provided Class Counsel with nearly 200 pages of policy documents and documents relating to Plaintiffs, and nearly 1,000,000 (965,900 line items of data (each consisting of multiple data points) relating to the time entries and payroll of 736 Class Members.

19. Class Counsel retained a qualified and experienced expert to analyze the data and create a damages model for use during the mediation. This included providing full evaluation of all of the data furnished by Defendant and then extrapolating as necessary to determine potential exposure over the entire Class Period.

20. Prior to the mediation, I had multiple discussions with Plaintiffs' retained expert to ensure the parameters of the analysis were appropriate and accurate, the data provided was usable and reliable (including cross-checking with Plaintiff's time records to ensure accuracy), and the reliability of the damages model. I also personally spot-checked a number of calculations to ensure their accuracy.

## Settlement Negotiations and Mediation

21. The Parties participated in a full-day mediation with experienced wage and hour class action mediator Mark Rudy on April 19, 2022.

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22. At the mediation, the Parties were able to reach an agreement in principle and executed an MOU accordingly on May 9, 2022. At all times the negotiations were adversarial, non-collusive, and at arms' length, facilitated by the neutral mediator.

23. After several additional months of negotiations regarding specific terms, the Parties executed the long form Class Action Settlement Agreement (the "Settlement", or "SA") in October 2022.

#### **Post-Mediation Procedural History**

24. In conjunction with the settlement, a stipulated Fourth Amended Complaint was filed on August 18, 2022 to re-assert the alleged Labor Code violations on a class-wide basis for the limited timeframe of June 25, 2019 through July 19, 2022 (to be co-extensive with the PAGA claims originally asserted and pled). The Fourth Amended Complaint is the operative pleading for purposes of the Parties' settlement.

#### **Summary of General Settlement Terms**

25. The Settlement provides for payment of a total Gross Settlement Amount of \$1,000,000 ("GSA"); \$50,000 allocated to resolve PAGA Claims and \$950,000 allocated to resolve the claims of a Class of 777 "individuals who were employed by Defendant as hourly, no-exempt employees between June 25, 2019 and July 19, 2022" (the "Class"). SA ¶¶ 3, 10, 19.

26. At the time of the Settlement, the Class was believed to have worked 65,747 workweeks during the Class Period. In order to protect the Class and guard against the contingency that the number of workweeks implicated is substantially larger than what was anticipated/contemplated at mediation, Class Counsel negotiated an escalator clause with a 10% workweek increase "grace" amount. SA ¶ 50.c.

27. During the court-approved notice process, it became clear the number of workweeks is actually 72,945, an increase of 7,198 or 10.948%. As a result, the GSA is increased by \$9,480.28 for a total GSA of \$1,009,480.28. This increases the net amount to be distributed to Class Members to \$574,626.95.

28. Absent the negotiated resolution, it is my strong belief that Class Members would not realize any monetary recovery from the claims asserted through this matter.

29. Each Class Member's individual settlement share will be calculated based on the number of Workweeks he/she worked during the Class Period. SA ¶ 50.b.

30. With the updated numerical information, the portion of the GSA allocated to resolution of Class Claims will yield a gross recovery of \$1,222.65 to each of the 777 Participating Class Members and \$13.02 per Workweek. This is a cognizable and beneficial recovery.

31. The actual expected average distribution, after fees, costs, Service Payments, and administrative expenses are deducted, and based on 777 Participating Class Members, is \$739.54 and \$7.87 per Workweek.

32. The average PAGA distribution is \$0.17 per Workweek within the PAGA Period (72,945 total Workweeks as the Class Period and PAGA Period are co-extensive). There are 777 Aggrieved Employees, who will each receive an average of just over \$16.08 from the portion of the GSA allocated to resolve PAGA claims (\$12,500).

33. These recoveries are cognizable and, in my opinion, are fair, adequate, and reasonable under the circumstances.

**Class Counsel's Damages Analysis and Valuation of the Class Claims**

34. The Settlement Agreement represents a compromise of highly disputed claims. Defendant vigorously denies Plaintiffs' allegations in their entirety, denies that certification is appropriate (except for settlement purposes), contends it has complied with the law, and asserts numerous affirmative defenses, both legal and factual.

35. The Fourth Amended Complaint and Settlement have and will result in substantial benefits to all Class Members and is in the collective best interest of the Class.

36. Reviewing and analyzing the payroll/time data, Class Counsel and their expert developed a damages model illustrating Defendant's maximum exposure. Class Counsel also evaluated the maximum damages against the defenses asserted by Defendant, including the alleged existence of arbitration agreements signed by Plaintiffs and other Class Members, and the likelihood of success of some of Defendant's arguments to determine a more realistic and reasonable anticipated damages exposure. This damages model informed the litigation and the settlement negotiations.

**Maximum Damages Analysis**

37. The crux of Plaintiffs' overtime claim is based on alleged failures to properly calculate the "regular rate of pay" because items of compensation such as shift premiums and certain earned credits were not factored in and/or were not accurately calculated. Specifically, Plaintiff Kalaveras frequently earned shift premiums but Defendant provided "OT premiums" substantially less than should have been given. The same theory underscores Plaintiffs' underpaid sick leave claim.

38. With respect to meal periods, Plaintiffs contend their work schedules and demands often made it impossible to take meal periods and/or impossible to take them timely. Defendant's meal break policy is facially problematic because it does not address the timeliness of meal periods (i.e. before the end of the 5<sup>th</sup> hour of work) at all. There was only a 6% presumptive violation rate for "late" meal periods in the records evaluated, however. The rest period claim is based on a similar theory.

39. Plaintiffs' reimbursement claim is based on the allegation that Defendant required its employees to use personal cellular phones for business, including tracking their time worked through a Workday application, and communicating with supervisors and other employees while on-duty.

40. Plaintiffs' wage statement and waiting time penalties are derivative of their other claims. In addition, Plaintiffs assert a stand-alone wage statement claim for alleged violations of 226(a)(2) (failure to identify total hours worked) and 226(a)(9) (failure to identify all wage rates and hours worked at each wage rate) because the wage statements 1) list multiple categories of hours in the hours column and adding those numbers *will not* yield an accurate number of total hours worked and 2) the wage statements fail to identify either the number of hours or the rate paid for "OT Premium" work performed. See **Exhibit 2**.

41. Plaintiffs, with the assistance of our retained expert, determined that the maximum potential unpaid overtime due to the alleged miscalculation of the regular rate was \$96,910, the claim for underpayment of sick pay was \$82,532, the maximum potential meal period damages were estimated to be \$1,977,740 based upon an alleged 20% violation rate evidenced in the time

punch records plus the *Ferra* underpayment and then deducting the meal premiums paid by Defendants, the maximum rest period damages were estimated to be \$1,634,959 based upon the same 20% violation rate, and the maximum damages for unreimbursed expenses were estimated to be \$157,550 based upon cell phone usage of \$10 per month. In total, the damages for the Class were calculated to have a maximum total value of \$3,949,691.

42. In addition, Plaintiffs calculated that the maximum value of the waiting time penalties was \$1,161,828, and the maximum value of the wage statement penalties was \$2,079,600. These wage statement and waiting time penalties claims potentially had a much smaller value, even if damages were awarded, to the extent that they are only derivative of the meal and rest break claims.

43. The total maximum exposure, in the event Plaintiffs and the Class succeeded on all claims, was calculated at \$7,191,122—this represents an average individual recovery of less than \$10,000 (\$9,254.98). The increased GSA represents 13.3% of the entire maximum recovery; 24.29% of the maximum damages (not considering waiting time and wage statement statutory penalties). The above maximum calculations should then be adjusted in consideration for both the risk of certification and the risk of establishing class-wide liability on all claims.

44. Given the amount of the Settlement as compared to the potential value of the claims, the Settlement is most certainly fair and reasonable.

45. Defendant disputes Plaintiffs' estimates and believes the amount they can recover for themselves and the Class, if anything at all, is actually much lower. Under the circumstances, and considering the legal and factual defenses asserted by Defendant, 100% success and collection is unlikely.

#### **Defendant's Defenses and Realistic Liability**

46. Because 100% success in litigation is unrealistic, Class Counsel also determined a much more realistic estimate for the potential recovery of the Class. Under this more measured approach, Class Counsel (1) applied no discount to the regular rate claim, leaving \$96,910; (2) applied a 25% discount to the meal period claim to account for the likelihood that some of the presumptively denied meal periods were actually taken by Class Members and/or were voluntarily

foregone without any input/interference by Defendant, and to account for the overarching difficulty of certifying meal break claims (E.g. *Aguirre v. Genesis Logistics* (C.D. Cal. 2016) 2016 WL 6573986 \* 6 (cataloguing cases), leaving \$1,483,305; (3) applied a 50% discount to the rest period claim to account for the likely event that some of the breaks that were missed were voluntarily foregone by Class Members, resulting in \$1,228,219.25, (4) applied a 50% discount to the waiting time penalty claim to account for the potential that some of the Class Members who are also former employees would be unable to demonstrate any compensable wages that were actually unpaid during employment and Defendant's anticipated argument that its failure to pay meal/rest premium wages was not willful and the law was unsettled at the time of the non-payments, at least as to underpaid sick leave and unpaid meal/rest period premiums (*Naranjo v. Spectrum Security Svcs., Inc.* (Cal. 2022) 13 Cal.5th 93, 102) leaving \$580,914, (5) applied a 25% discount to the wage statement claim to account for the potential that injury could not be demonstrated for derivative violations and accounting for Defendant's argument that the total hours worked can be ascertained by simply adding the total "Overtime" hours and the total "Regular" hours (*Morgan v. United Retail* (2010) 186 Cal.App.4th 1136), leaving \$1,559,700, (6) applied no discount to the underpaid sick leave claim leaving \$82,532, and (6) applied no discount to the reimbursement claim, leaving \$157,550. After these discounts, the reasonable exposure is reduced to \$5,189,130.25.

47. In addition to the reductions because of the specific risks for each claim, an overall discount is appropriate because of the existence of arbitration agreements, including class waivers, signed by Kalaveras and Missreezadah (and believed to have been signed by all Class Members). See *O'Conner v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1132; *Galvan v. Superior Tank Co, Inc.* (N.D. Cal. 2016) 2016 WL 11502115 \* 6-7 (substantial reduction of more than 65% appropriate in light of risk employer could compel individual arbitrations); *Lee v. JPMorgan Chase & Co.* (C.D. Cal. 2015) 2015 WL 12711659 \* 4. As such, an additional overall discount of 25% is appropriate. While Class Members could still pursue individual claims in arbitration, it is a recognized reality that most would not and the vast majority of Class Members would end up with no recovery absent the negotiated settlement. *Shroyer v. New Singular Wireless*

1 Svcs., Inc. (9th Cir. 2007) 498 F.3d 976, 986 (recognizing that few individuals will pursue arbitration  
2 when the likely recovery is small).

3 48. Under this more measured approach, I determined the Class' realistic expectations as  
4 to a damages/statutory penalty award after trial would be **\$3,891,847.69**

5 49. The portion of the increased GSA allocated to Class claims, \$959,480.28  
6 (\$1,009,480.28 - \$50,000 allocated to resolve PAGA Claims), represents 24.6% of this realistic  
7 recovery. The Class is recovering more than 50% of its realistic wage recovery (not including  
8 statutory penalties or non-wage reimbursements). Considering all of the risks, most notably that  
9 Defendant could compel most (if not all) Class Members to individual arbitration (and a substantial  
10 number would thus never actually realize recovery, either because they would not pursue their  
11 claims or would be unsuccessful in a less favorable arbitral forum) and that class certification as to  
12 the meal/rest break claims would be difficult to obtain and maintain, I believe this recovery is fair,  
13 adequate, and reasonable.

14 50. The gross GSA allocated to Class Claims equates to a substantial average recovery of  
15 \$1,222.65 per Class Member and just over \$13.00 (\$13.02) per workweek.

16 51. The Net Class Settlement Amount, after deducting attorneys' fees and costs  
17 (\$333,333.33 and \$21,000), the Class Representative Service Payments (\$20,000 total), the amount  
18 allocated to resolve PAGA Claims (\$50,000), and the administration costs (\$10,520), is expected to  
19 be \$574,626.95.

20 52. Each Participating Class Member is slated to receive a cognizable payment of nearly  
21 \$740.00 (\$739.54) on average; the Settlement is expected to actually distribute close to \$8.00 (\$7.87)  
22 per workweek to Participating Class Members. This is a fair, adequate, and reasonable recovery, as  
23 underscored by the fact that zero Class Members have opted out or objected.

24 53. Overall, Defendant raised a number of legitimate substantive arguments against the  
25 Class Claims, which have the potential to substantially limit and/or potentially eviscerate the Class'  
26 recovery. At the very least, the defenses would have resulted in substantial motion practice,  
27 particularly on Defendants' likely pursuit of compelled arbitration as to Plaintiffs and forced waiver  
28 of the Class Claims, and challenges to class certification (particularly of meal/rest break and

1 reimbursement claims), along with Defendant's continued contention it never violated any  
2 applicable laws and always appropriately compensated their employees.

3 54. Defendant was expected to vigorously challenge the substantive validity of the  
4 meal/rest break claims, as well as their certifiability.

5 55. Meal period claims are traditionally difficult to certify. Here, the claims are founded  
6 on written policies Plaintiffs contend were facially deficient. In particular, the written meal period  
7 policies do not advise employees of the statutory timing requirements of meal periods (i.e. before the  
8 end of the 5<sup>th</sup> hour of work) and instead advise employees to "use your best judgment as to the best  
9 time to take a meal break during the day." In addition, NCR's written policy misadvises California  
10 employees that if they have a written waiver on file, they are not entitled to an additional hour of pay  
11 for a non-compliant meal period "regardless of the reason" the meal period was actually missed.

12 56. The existence of common written policies relating to meal periods across Defendant's  
13 California employees, particularly with facially deficient language, strongly supports certification on  
14 the meal break claims. *Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. 2018) 2018 WL  
15 1989537 \* 3; *Dilts v. Penske* (S.D. Cal. 2010) 267 F.R.D. 625, 636-639.

16 57. While the above facts tend to support certification of meal period claims, Defendant  
17 represented that employees were free to take meal periods as they chose and voluntarily waived any  
18 that were not provided. *Ruiz v. Affinity Logistics Corp.* (S.D. Cal. 2009) 2009 WL 648973 \* 6  
19 (where individualized inquiries as to reason breaks were not taken is required, certification may be  
20 improper).

21 58. Although I believe certification of this claim is likely, establishing damages poses a  
22 further hurdle as Defendant's obligation is only to make meal periods "available" and not to "police"  
23 that they were actually being taken by employees (most of whom worked almost exclusively off-  
24 site). Defendant prevailing on such an argument would undermine the meal period claims.

25 59. The rest period claim will be difficult because Defendant's policies are not facially  
26 flawed. To the extent Plaintiffs can demonstrate a uniform practice that is violative, demonstrating  
27 damages has challenges in light of the fact that rest periods are generally not recorded so  
28

1 presumptions are more problematic to establish and individualized inquiries are more likely to be  
2 necessary.

3         60. The Class' claims for unreimbursed expenses is based on reasonably necessary  
4 personal cellular telephone usage. Defendant was expected to argue that personal cellular telephone  
5 use was not "required" and that employees could access timekeeping applications like Cybershift  
6 and Workday through computer stations at the worksite. While there is some legal authority  
7 indicating that use of a personal cellular phone need not be mandated or "required" to be "reasonably  
8 necessary" (and thus reimbursable), the case law is not well established and the ultimate resolution  
9 of that claim is murky. See *Williams v. J.B. Hunt Transport, Inc.* (C.D. Cal. 2022) 2022 WL 714391  
10 \*13; citing *Bowen v. Target Corp.* (C.D. Cal. 2021) 2021 WL 4860690 \*8-9.

11         61. The certifiability of the derivative wage statement claims are tied to the certifiability  
12 of the underlying claims and are thus subject to the risks outlined in the preceding sections. E.g.  
13 *Dawson v. Hertz Transporting, Inc.* (C.D. Cal. 2018) 2018 WL 6112623 \* 9; *Lampe v. Queen of the*  
14 *Valley Med. Ctr.* (2018) 19 Cal.App.5th 832, 852. In addition, the derivative wage statement claim  
15 is subject to the substantive challenge that requisite injury is lacking because of the wholly  
16 derivative nature of the claims and the wage statements accurately outlined the amounts *actually*  
17 *paid* to Class Members. *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, 1336-  
18 1337. While I believe the derivative wage statement claim is viable because the wage statements did  
19 not accurately reflect the wages actually earned (primarily due to the failure to accurately calculate  
20 regular rate of pay), the case law presents a risk. *Castillo v. Bank of Am. Nat. Assn.* (C.D. Cal. 2019)  
21 2019 WL 7166055 \* 8.

22         62. The stand-alone wage statement claim based on alleged violations of Labor Code  
23 section 226(a)(2) because the wage statements do not have a separate line item for "total hours  
24 worked" and the hours column includes multiple different categories of hours and compensation  
25 (and adding them does not yield an accurate number) is more likely to have a smooth path to  
26 certification. E.g. *McKenzie v. Fed. Exp. Corp.* (C.D. Cal. 2011) 275 F.R.D. 290 (granting  
27 certification of claims based on similar facts).

28 ///

63. Considering all of the circumstances, and the inherent risks in further litigation that would undoubtedly have included multi-pronged legal attacks in the Class Claims, the Settlement, which is expected to provide an average net recovery of more than \$700 to each of the 777 Participating Class Members, presents a fair, adequate, and reasonable result and the *most* viable avenue to actually receiving monetary redress for the alleged misconduct of Defendants.

64. While I am confident that certification and success on the merits could have been attained, continued litigation was guaranteed to be costly, time consuming, and uncertain in outcome. Appellate proceedings would only further delay and jeopardize recovery by Class Members. Shifting sentiment regarding PAGA claims and potential standing issues because of the existence of arbitration agreements add yet another layer of concern to continued litigation. By contrast, the proposed Settlement ensures timely relief and substantial recovery for the Class.

65. The Released Class Claims, as outlined in paragraphs 29 and 58.a of the Settlement, were narrowly tailored to track the factual allegations underlying the claims advanced on behalf of the Class and do not include a Civil Code section 1542 waiver.

## PAGA Penalty Exposure Calculations

66. Defendant's maximum exposure for civil penalties pursuant to the PAGA was calculated to be between \$1,702,850 and \$3,405,700, depending on whether the violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate per pay period but without stacking. It is also of note that only 25% of any PAGA recovery would be distributed to Aggrieved Employees.

67. Because the amount of PAGA penalties imposed is discretionary, often reduced significantly by courts, and because the propriety of assessing a full violation for each and every pay period is unlikely, a steep discount of 90% or more is appropriate, leaving between \$170,825 and \$340,570.

68. The Settlement allocates \$50,000 to the resolution of PAGA claims for civil penalties. SA ¶¶ 25, 30.

69. This equates to between 2.93% and 1.46% of the maximum and 29.3% and 14.6% of the realistic PAGA exposure, which is an appropriate resolution under the circumstances because the punitive and deterrent purposes of the PAGA are being served by the substantial damages and statutory penalties being paid to the Class in resolution of the substantive Class Claims. *Jennings v. Open Door Marketing, LLC* (N.D. Cal. 2018) 2018 WL 4773057 \*8-9 (approving PAGA recovery of 0.6% of maximum); *Ahmed v. Beverly Health & Rehabilitation Svcs.* (E.D. Cal. 2018) *Inc.*, 2018 WL 746393 \*10.

70. After deduction of administrative costs, attorneys' fees and costs, a service payment to each Plaintiff, and the LWDA's portion of the PAGA allocation, will remain to be distributed to Participating Class Members and an additional \$12,500 will be distributed to Aggrieved Employees (regardless of whether he/she opts out of the Settlement). As the time periods in the PAGA Period and the Class Period are co-extensive, there are 777 Aggrieved Employees who worked a total of 72,945 pay periods during the PAGA Period, yielding an average PAGA distribution of \$16.08 (\$0.17/pay period). This is substantial and cognizable monetary recovery, particularly considering the nature and inherent risks of further litigation, the existence of the arbitration agreements, and the general uncertainty as to how their existence may impact standing to pursue PAGA claims in the wake of *Viking River Cruises v. Moriana* (2022) 142 S.Ct 1906 and since the California Supreme Court has not yet addressed the issue. See *Nickson v. Sherman, Inc.* (2023) 90 Cal.App.5th 121, 134-135.

**The Notice and Notice Plan Comply with the CCP, CRC, and Satisfy Due Process**

71. Attached as **Exhibit A** to the Admin Dec. is a true and correct copy of the Notice Packet (the "Class Notice") that was approved by the Court after hearing on February 23, 2023 and mailed April 14, 2023.

72. The Class Notice meets all of the requirements of procedural due process and Rule 23(e) by identifying the Plaintiffs and Defendant and describing the claims and the Class Action in a straightforward manner; succinctly describing the essential terms of the proposed Settlement, including the GSA, the Class Representatives' proposed Service Payments and the amount Class Counsel will request for attorney's fees and costs; identifying the claims that are being released by

1 the Class; identifying all parties against whom claims are being released; providing Class Members  
2 with information on how to participate in, exclude themselves from, or object to the Settlement;  
3 clearly providing all applicable deadlines for such action; informing Class Members of the  
4 consequences if they decide to exclude themselves from the Settlement; and advising them that, if  
5 they choose to participate and the Settlement is approved, they will be bound by the resulting  
6 judgment, including informing them that this may affect their ability to participate in other pending  
7 litigation. Further, the Class Notice clearly explains the manner in which Class Members can obtain  
8 further information (e.g., through the Court's website) or by contacting the Administrator or Counsel  
9 and that the Final Approval Hearing may be moved without further notice.

10 73. Because all Class Members are current or former employees of Defendant, for whom  
11 Defendant had current or last known addresses as well as SSNs, notice here was simpler and more  
12 reliable than in other types of class actions that require published notice to reach unidentifiable class  
13 members.

14 74. On April 14, 2023, the Court-approved Class Notice was mailed to each Class  
15 Member via First Class mail. Of the 777 Class Notices mailed, just 65 were returned as  
16 undeliverable. After skip tracing, 61 Class Notices were re-mailed and 4 presently remain  
17 undeliverable. This equates to a substantial 99.48% of the Class having been successfully noticed.  
18 Admin Dec. ¶ 9.

19 75. The Class Notice informed Class Members about the terms of the Settlement,  
20 including the fact that Plaintiffs would request: (1) an award of attorney's fees of \$333,333.33 to be  
21 paid from the Gross Settlement Amount, (2) reimbursement of up to \$21,000 in litigation costs, and  
22 (3) service payments of \$10,000 for each Plaintiff. See Class Notice; Exhibit A to the Admin. Dec.

23 76. Since the mailing of the court-approved Class Notice I have not been contacted by  
24 any Class Member indicating any opposition to or dissatisfaction with the proposed Service  
25 Payments to Plaintiffs or the fees and costs of Class Counsel as set forth in the Class notice.

26 77. As reported by the Settlement Administrator, as of the filing of Plaintiff's Motion for  
27 Final Approval and Fees Motion, not one of the 777 Participating Class Members has objected in  
28

any way, to any degree, to the terms of the Settlement including Class Counsel's requested award of fees and costs or Plaintiff's requested Service Payments. Admin Dec. ¶ 14.

78. No individual Class Member has requested to opt out of the Settlement either, which further underscores its propriety. Admin Dec. ¶ 14; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

**Simpluris, Inc. Should be Approved as Claims Administrator and Their Fee Approved**

79. Class Counsel solicited bids from several national settlement administrators, including Simpluris, Inc., Phoenix Class Action Administration Solutions, Atticus Administration, and others. After negotiating in an effort to obtain the most reliable and cost-effective service possible, the Parties selected Simpluris to serve as Administrator based on its capped bid of \$12,000.

80. I have experience with Simpluris and have found their fees fair and competitive amongst other administrators in the industry. I believe Simpluris' bid of \$12,000, which was comparable to all of the other bids received, is reasonable in relation to a class of this size, the work performed (and remaining to be performed), and as compared to estimates received from other administrators.

81. The actual administration costs incurred by Simpluris are \$10,520, which is less than originally expected and thus further increases the net settlement amount available to be distributed to Class Members.

**Notice to the Labor and Workforce Development Agency**

82. The Parties agreed that \$50,000 will be allocated to settle claims to assess and collect civil penalties brought pursuant to the PAGA. Labor Code § 2699(i) affirmatively mandates that 75 percent of the apportioned PAGA Settlement Amount – or \$37,500 – shall be payable to the LWDA. The remaining 25 percent, or \$12,500, will be distributed to the Aggrieved Employees (co-extensive with the definition of Class Members). Under the circumstances, I believe such amount is reasonable and sufficiently serves the deterrent and punitive purposes of the PAGA. The Parties expect that at least \$587,126.95 will ultimately be distributed to Class Members/Aggrieved Employees (\$574,626.95 for Class Claims and \$12,500 for PAGA Claims), which will provide a

1 cognizable average recovery of more than \$750 to each Class Member/Aggrieved Employee  
2 (\$755.63).

3 83. My office transmitted the Settlement Agreement on February 7, 2023, along with the  
4 preliminary approval motion papers, in compliance with Labor Code § 2699(1)(2). See **Exhibit 3**.  
5 The LWDA was provided a copy of this Court's preliminary approval order on March 2, 2023.

6 84. Although I advised the LWDA of the Settlement on February 7, 2023, nearly (5)  
7 months ago, the LWDA has not voiced any objection or concern with the Settlement.

8 **Plaintiffs Have and Will Serve the Class Well**

9 85. Plaintiffs' interests in prosecuting this Class Action and obtaining the most beneficial  
10 recovery possible fully comport with the collective interests of the Class Members. Plaintiffs  
11 understand the claims and theories that are being advanced, have been involved through the  
12 litigation, and have no conflicts with the other members of the Class they seek to jointly represent.  
13 Plaintiffs were each subjected to the same unlawful policies, practices, and procedures, having been  
14 1) underpaid because of Defendants' failures to properly calculate and pay overtime and sick leave  
15 wages (primarily because of errors in calculating the regular rate of pay), 2) denied meal and rest  
16 periods and associated premiums, 3) furnished inaccurate itemized wage statements, 4) not timely  
17 paid all wages due and owing upon separation, and 5) not reimbursed all business expenses. Were  
18 each not serving as Class Representative, Plaintiffs would each be a Class Member.

19 86. Plaintiff Angelo Kalaveras has and is prepared to continue adequately representing  
20 the interests of the Class Members. Kalaveras has demonstrated his commitment to prosecuting this  
21 Class Action on behalf of the Class Members by, amongst other things, locating and retaining  
22 attorneys, participating in discovery and investigation, filing this action and willingly exposing his  
23 name and reputation to detriment by filing the Class Action, and helping to facilitate the Settlement  
24 for which approval is now sought, including participating in and being available throughout the  
25 entire remote mediation process and subsequent settlement negotiations with respect to the MOU  
26 and the long form settlement agreement.

27 87. Plaintiffs, who have worked diligently with Class Counsel throughout this entire  
28 litigation, including taking numerous calls with Class Counsel, participating in responding to the

Parties' formal and informal information exchange, and participating in the mediation and settlement negotiations, should be rewarded for taking the initiative to pursue these claims on behalf of their former coworkers, and for their role in reaching a settlement providing for valuable monetary relief to the Class.

88. Plaintiffs are each applying for a service payment in the amount \$10,000, or 1% of the \$1,000,000 GSA, \$20,000 total to both Plaintiffs, in consideration for their service as Class Representatives. I believe this to be fair, reasonable and appropriate.

89. Class Members have been apprised of Plaintiffs' requests as well as their ability to review the moving papers on the Court's website, or through the Administrator, and to object to the request if they so desire. No Class Member has objected to the Settlement, including the proposed Service Payments.

**The Attorneys' Fees Sought by Class Counsel are Reasonable and Should be Approved**

90. Plaintiffs collectively seek a total attorneys' fees award of one-third of the \$1,000,000 Gross Settlement Amount, or \$333,333.33. This fee is to be distributed \$166,666.66 to Mayall Hurley and \$166,666.67 to Blumenthal Nordrehaug Bhowmik De Blouw, LLP. Based upon my experience, as well as my review of fee awards in similar class and representative actions, the fee request is reasonable under the circumstances and is consistent with recent Federal and California court awards in similar wage and hour class settlements.<sup>2</sup>

91. Litigating large employment class and representative actions is neither appealing to, nor realistic for, many lawyers and law firms. The law is constantly changing and a single ruling or legislative change can devastate a case. See e.g., *Epic Systems Corp. v. Lewis*, 138 S.Ct. 1612 (2018); *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668; Assembly Bill No.

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<sup>2</sup> *In re Omnivision Tech., Inc.* (N.D. Cal. 2008) 559 F. Supp. 2d 1036, 1047); *Beaver v. Tarsadia Hotels* (S.D. Cal. 2017) (2017 WL 4310707 \*9 (approving fee of 1/3 of the common fund in wage and hour class action); *Campbell v. Best Buy Stores, L.P.* (C.D. Cal. 2016) 2016 WL 6662719, at \*10 (approving a fee of one-third of the common fund); *Millan v. Cascade Water Services* (E.D. Cal. 2016) 2016 WL 3077710, at \*11-12) (approving an award of 33% of the common fund); ); *Taylor v. Shipper's Transport Express, Inc.* (C.D., Cal. 2015) 2015 WL 12658458, at \*17 (holding that 33% was reasonable given the result, the risk, and counsel's time investment) *Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D. 431, 449 (E.D. Cal. 2013) (awarding one-third of the settlement fund). The Ninth Circuit has also upheld awards of one-third of a common fund. See *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 460 (9th Cir. 2000) (affirming an award of one-third of total recovery); *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming an award of one-third of a \$12 million common fund).

1 1506. Plaintiff's lawyers undertake the obligation to finance the litigation and bear significant risk  
2 in the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a contingency  
3 basis with the possibility that Class Counsel would receive no compensation whatsoever for our  
4 efforts. The potential costs that must be advanced in wage and hour class and representative actions  
5 like this one are often substantial.

6 92. Representing employees in class and representative actions also requires specialized  
7 skill and the willingness to assume the aforementioned risks. As set forth below, this office has  
8 extensive experience in employment class and representative actions.

9 93. In standard, single-plaintiff wage-and-hour cases, Mayall Hurley, P.C. routinely  
10 charges a contingent fee at or above one-third of the gross recovery. Therefore, had we negotiated  
11 individual retainer agreements with the Class Members in this action, we would have expected equal  
12 to or more than the attorneys' fees we are presently requesting.

13 94. Throughout the litigation of this case, Class Counsel worked efficiently and  
14 diligently, without compensation (or any promise of compensation), to achieve the Settlement  
15 reached. Work performed on this matter necessarily required Mayall Hurley P.C. to forego other  
16 profitable work.

17 95. At all times during the pendency of this action, Mayall Hurley, P.C., has operated  
18 under a computerized billing system. On all cases, including this case, attorneys and paralegals  
19 entered their time worked on the case contemporaneously with the work done. Each billing entry is  
20 identified by the initials of the timekeeper performing the work, the date the work was performed, a  
21 description of the work performed, the time worked, the assigned hourly rate for the timekeeper, and  
22 the total value of the work performed. Attached as **Exhibit 4** is the consolidated billing record of  
23 Mayall Hurley, P.C. generated by the timekeepers working on this case. These records accurately  
24 reflect the hours our attorneys and paralegals have worked on this case, during which we sought to  
25 efficiently manage, staff, assign, and divide the work between our respective attorneys and to avoid  
26 duplication of effort. All of these hours worked were reasonably and necessarily expended on this  
27 litigation.

96. The hourly rates of individual attorneys vary depending upon his or her level of experience, with more experienced attorneys billed at higher rates. The customary hourly rate my office charges in plaintiff's employment class action cases ranges from \$458/hr (for a shareholder with 11 years' experience litigating plaintiffs' employment cases) to \$997/hr (for a senior partner with over 40 years of experience), are commensurate with the rates of practitioners with similar experience in plaintiffs' wage-and-hour class actions within the California legal market, and have also been approved by numerous federal and state courts across the state.<sup>3</sup>

97. As of the filing of Plaintiffs' Motion, Mayall Hurley, P.C.'s attorneys have worked 235.45 hours in prosecuting this case. The result is a lodestar of \$178,019.05. The lodestar is summarized in the chart below:

| <u>Timekeeper</u>                      | <u>Experience</u> | <u>Rate/Hour</u> | <u>Hours</u> | <u>Total</u> |
|----------------------------------------|-------------------|------------------|--------------|--------------|
| Nicholas F. Scardigli<br>(Shareholder) | 2007              | \$747            | 2.80         | \$2,091.60   |
| Jenny D. Baysinger<br>(Shareholder)    | 2007              | \$747            | 102.90       | \$76,866.30  |

<sup>3</sup> *Ali v. Sutter Gould Medical Foundation, Inc.*, Sacramento County Superior Court Case No. 34-2017-00217486, Order Granting Final Approval of Class Action Settlement, May 30, 2019 (approving fee request at rates based upon the Laffey Matrix and with multiplier of more than 1.5); *Pacheco v. Bushfire Grill, Inc.*, United States District Court, Southern District of California Case No. 3:18-CV-01696-JAH-WVG, Order Granting Final Approval of Class Action Settlement and Granting Motion for Attorneys' Fees. Costs and Service Payment (awarding 33 1/3% of common fund based on similar rates); *Grady and Duran v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2017-13867, Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, May 29, 2019, (approving fee request at identical rates based upon the Laffey Matrix); *Kumar v. Forty Niners Stadium Management Company, LLC*, Santa Clara County Superior Court, Case No. 17CV3121427, Order Granting Final Approval of Class Action Settlement, Fees and Costs of Class Counsel, Service Payment to Class Representative, Settlement Administration Costs, and Entering Final Judgment, March 29, 2019 (approving fee request at nearly identical rates based upon the Laffey Matrix); *Smith v. Wal-Mart Stores, Inc.*, United States District Court, Northern District, Case No. 3:16-cv-02832-JD, Order of Final Approval of Class Action Settlement and Judgment, Dkt. No. 86 filed September 21, 2018 (approving fee request at nearly identical rates based upon the Laffey Matrix); *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et al.*, United States District Court of California, Eastern District, Case No. 2:16-1747-WBS-KJN, Memorandum and Order RE: Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Payment, Dkt. No. 49, April 25, 2018 (approving fee request of one-third of the common fund at nearly identical rates based upon the Laffey Matrix); *Hugues v. The Morning Star Trucking Company, LLC*, Yolo County Superior Court Case No. CV-1215, Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Final Judgment, August 3, 2017 (approving fee request at nearly identical rates based on the Laffey Matrix and awarding multiplier of 1.407); *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court, Case No. BV592580, Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Entering Final Judgment, August 7, 2017 (approving fee request of one-third at nearly identical rates based on the Laffey Matrix) and; *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District Court, Central District of California, Case No. SACV 15-01618-CJC(DFMx), Order Granting Plaintiff's Motions for Final Approval of the Settlement Agreement and for Attorney Fees, Costs, and Service Payment, Docket No. 34, June 26, 2017 (approving fee request at nearly identical rates based on the Laffey Matrix and awarding a multiplier of 1.44).

|                                     |      |       |        |              |
|-------------------------------------|------|-------|--------|--------------|
| Robert Wasserman<br>(Shareholder)   | 2008 | \$747 | 126.55 | \$97595.55   |
| Vladimir J. Kozina<br>(Shareholder) | 2012 | \$458 | 3.20   | \$1,465.60   |
| <b>Total:</b>                       |      |       | 235.45 | \$178,019.05 |

98. Class Counsel's hourly rates are reasonable and consistent with attorneys with comparable class action experience and qualifications, as well as consistent with rates approved in other class action matters.<sup>4</sup>

99. The total fee requested by Mayall Hurley P.C. is \$166,666.66 (50% of the \$333,333.33 total fees sought). Based on this lodestar, a negative multiplier (i.e. less than 1) is necessary to reach the amount of fees Mayall Hurley is actually requesting (0.94). This is well below the "3-4 range [that] are common in lodestar awards for lengthy and complex class action litigation" (*Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294, 298 (C.D. Cal. 1995) and well below the 1.9 to 5.1 typically approved (4 NEWBERG ON CLASS ACTIONS § 14.7). The fees requested are entirely reasonable. See *Carlin v. DairyAmerica, Inc.*, 380 F.Supp.3d 998, 1023 (E.D. Cal. 2019) (recognizing that a negative multiplier "strongly" supports the reasonableness of a fee request). The collective lodestar for class counsel is \$320,796.30, which is almost exactly the amount of fees sought by Class Counsel—a multiplier of only 1.04 is required to exceed the fee request.

100. I anticipate Mayall Hurley P.C. will incur several thousand dollars of additional attorneys' fees in representing the Class through final judgment in this matter. This will include, but not be limited to, fielding additional Class inquiries, updating the Court re the final participation numbers, attending the Final Approval Hearing, preparing for and attending a final compliance hearing, and overseeing administration of the Settlement including monitoring Defendants' compliance with the payment schedule and overseeing the two (2) anticipated distributions.

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<sup>4</sup> *Pemberton v. Nationstar Mortgage, LLC*, 2020 WL 230014 \*2 (S.D. Cal. 2020) (finding hourly rate of \$750 for class counsel to be reasonable).

1           101. Class Members have been apprised of Class Counsel's request as well as their ability  
2 to review their moving papers on the Court's website, and to object to their request if they so desire.  
3 As of the date of this declaration, not a single Class Member objected to the attorneys' fees sought  
4 by Class Counsel.

5           **The Litigation Costs Sought by Class Counsel are Reasonable and Should be Approved**

6           102. To date, Mayall Hurley P.C. has incurred actual costs of \$10,933.81. These costs  
7 include filing fees, process server fees, court reporter fees, postage, travel expenses, computerized  
8 legal research charges, mediation fees, expert analysis fees, etc. All of these costs were necessarily  
9 incurred in the efficient but diligent prosecution of this action. (Exhibit 4 pgs. 16-17). These entries  
10 were contemporaneously entered by staff members responsible for recording the same. Mayall  
11 Hurley P.C. has kept contemporaneous and accurate costs records, receipts and invoices, and will  
12 readily produce them to the Court, if ordered to do so.

13           103. The \$10,933.81 sought by Mayall Hurley, coupled with the \$9,399.95 sought by the  
14 co-counsel is \$20,333.76, slightly less than the \$21,000 anticipated at the time of Settlement and that  
15 Class Members have been apprised of. As such, the Class will benefit from an additional \$666.24  
16 available for distribution.

17           104. Class Members have been apprised of Plaintiffs' request for reimbursement of up to  
18 \$21,000 in costs as well as their ability to review their moving papers on the Court's website, and to  
19 object to his request if they so desire. As of the filing of this declaration, not a single Class Member  
20 has voiced any objection or other concern.

21           **Experience of Class Counsel**

22           105. In May, 2004, I received a B.A. from California State University, Sacramento. In  
23 May 2007, I received a J.D. with distinction from the University of the Pacific, McGeorge School of  
24 Law. In November, 2007, I became a member of the State Bar of California. I have been an  
25 attorney with Mayall Hurley P.C. since 2013. I became a Shareholder in March 2019 and have been  
26 a member of the management team as the Human Resources Director since 2020. Prior to joining  
27 Mayall Hurley, I spent two (2) years as a Deputy District Attorney, and an additional three (3) years  
28 as a litigation associate for the Sacramento law firm of Downey Brand, LLP. I have been focusing

1 my practice almost exclusively on employment litigation, representing both employees and  
2 employers, for the past ten (10) years.

3 106. My law firm, Mayall Hurley P.C., primarily through attorneys Robert J. Wasserman  
4 and me, has pursued this action aggressively, and many other similar class, collective, and  
5 representative actions. For instance, Mayall Hurley P.C. has recently been approved as class counsel  
6 in *Smith v. DI Logistics, Inc., et al*, San Bernardino County Superior Court Case No.  
7 CIVDS2011469; *Gonzalez v. Xtreme Manufacturing, LLC*, Eastern District of California Case No.  
8 2:20-cv-03734-PSG-AGR; *Markson, et al. v. CRST International, Inc., et al*, Central District of  
9 California Case No. 5:17-cv-01261-SB; *Espinoza/Renteria v. Love's Country Stores, Inc.*, San  
10 Bernardino County Superior Court Case No. CIVDS2016581; *Rodriguez v. Allen Distribution, L.P.*,  
11 San Joaquin County Superior Court Case No. STK-CV-UOE-2020-000; *McGee v. Brosnan Risk*  
12 *West Coast*, San Mateo County Superior Court Case No. 19-CV-04464; *Botti v. SAFE Credit Union*,  
13 Sacramento County Superior Court Case No. 34-2019-00261736; *Mediodia v. SoCal Jet Services*,  
14 *Inc.*, Los Angeles County Superior Court Case No. 18STCCV09751; *Flores v. Dart Container*  
15 *Corp., et al*, Eastern District of California Case No. 2:19-cv-00083-WBS-EFB; *Rodriguez v. J-M*  
16 *Manufacturing, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-6065; *Arata*  
17 *v. Cozad Trailer Sales, LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2020-  
18 1774; *Modica v. Iron Mountain Information Management Svcs., Inc.*, United States District Court,  
19 Eastern District of California Case No. 2:19-cv-00370-TLN-JDP; *Magee v. Thyssenkrupp Materials*,  
20 *N.A., et al.*, Alameda County Superior Court Case No. RG19027231; *Basinger v. Il Palio Restaurant*  
21 *Group, Inc.*, San Diego County Superior Court Case No. 37-2018-00004296-CU-OE-CTL; *Pacheco*  
22 *v. Bushfire Grill, Inc., et al*, United States District Court, Southern District of California, Case No.  
23 3:18-cv-01696-JAH-WVG; *Wise v. ULTA Salon, Cosmetics & Fragrance, Inc.*, United States  
24 District Court, Eastern District of California, Case No. 1:17-cv-00853-DAD-EPG; *Fernando and*  
25 *Kalaveras v. Burroughs, Inc.*, Alameda County Superior Court, Case No. RG18906875; *Mansur v.*  
26 *Owens-Brockway Glass Container, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-  
27 UOW-2018-14631; *Alderson v. Alameda County Agricultural Fair Association*, Alameda County  
28 Superior Court, Case No. RG18912654; *Terry v. Mare Island Dry Dock, LLC*, Solano County

1 Superior Court, Case No. FCS051650; *Mettler, Bender, and Rojas v. Les Schwab Tire Centers of*  
2 *California, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476; *Escalera*  
3 *v. La Tapatia Mexican Market, Inc.*, San Joaquin County Superior Court, Case No., ST-CV-UOE-  
4 2017-5296; *Garcia, et al. v. HMS Host USA, Inc.*, United States District Court, Northern District of  
5 California, Case No. 17-cv-03069-RS; *Ali v. Sutter Valley Medical Foundation, Inc.*, Sacramento  
6 County Superior Court, Case No. 34-2017-00217486; *Grady, et al. v. People 2.0 dba The Hire*  
7 *Source, et al.*, San Joaquin County Case No. STK-CV-UOE-2017-13867; *Kumar v. Forty Niners*  
8 *Stadium Management Company*, Santa Clara County Superior Court, Case No. 17CV3121427; *Gast*  
9 *v. Flooring Liquidators, Inc.*, Stanislaus County Superior Court, Case No. 2026223; *Russell v. KeHe*  
10 *Distributors, Inc.*, United States District Court, Eastern District of California, Case No. 2:17-at-  
11 00592; *Smith v. Wal-Mart Stores, Inc. et al.*, United States District Court, Northern District of  
12 California, Case No. 3:16-cv-02832-JD; *Titus v. The Martin-Brower, LLC*, United States District  
13 Court, Eastern District of California, Case No. 2:17-cv-00558-JAM-GGH; *Hugues v. The Morning*  
14 *Star Trucking Company, LLC, et al.*, Yolo County Superior Court Case No. CV16-1215; *Ahmed v.*  
15 *Beverly Health and Rehabilitation Services, Inc., et al.*, United States District Court, Eastern District  
16 of California, Case No. 2:16-cv-01747-WBS-KJN; *Guzman-Padilla, et al. v. Gerard Van De Pol, et*  
17 *al.*, United States District Court, Eastern District of California, Case No. 2:17-cv-00196-JAM-KJN;  
18 *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District Court, Central District of  
19 California, Case No. SACV 15-01618-CJC(DFMx); *Stevens v. Suncrest Solar, Inc.*, Fresno County  
20 Superior Court, Case No. 16CECG03355; *Cardoza v. Blazona Concrete Construction, Inc.*,  
21 Alameda County Superior Court Case No. RG17866256; *Maasrani v. Waterton Hospitality*  
22 *Management*, San Mateo County Superior Court, Case No. 17CIV05470; *Huynh v. Parker-Hannifin*  
23 *Corporation*, Stanislaus County Superior Court, Case No. 2022325; *Moser v. O'Connor Woods*  
24 *Housing Corporation*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2014-0009861;  
25 *Bastami v. Semiconductor Components Industries, LLC*, Santa Clara County Superior Court, Case  
26 No. 16cv297447; *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court,  
27 Case No. BC592580; *Van Lith v. iHeartmedia + Entertainment, Inc. et al.*, United States District  
28 Court, Eastern District of California, Case No. 1-16-cv-00066-SKO; *Clark v. Arrow Sign Co.*, San

1 Joaquin County Superior Court, Case No. STK-CV-UOE-2016-6457, and *Moreno v. B.R. Funsten &*  
2 *Co.*, Solano County Superior Court Case No. FCS046149, all wage-and-hour class actions with  
3 claims similar to the instant matter. Not including this matter, we have several other wage-and-hour  
4 class actions currently pending final approval in which we have been preliminarily approved as class  
5 counsel. My law firm and I have also represented plaintiffs in numerous representative employment  
6 actions, settlements in which have been approved by multiple California and federal courts, and are  
7 currently prosecuting dozens more.

8 107. Mayall Hurley, P.C. has also obtained class and/or conditional certification (outside  
9 of the settlement context) in a number of cases, including *Liu v. QNAP, Inc.*, Los Angeles County  
10 Superior Court Case No. 19PSCV00668; *Bice v. Vensure HR, Inc., et al.*, San Joaquin County  
11 Superior Court, Case No. STK-CU-UOE-2016-1264; *Perez et al. v. Abbate Family Farms Limited*  
12 *Partnership et al.*, San Joaquin County Superior Court, Case No. 39-2012-00288653-CU-OE-STK,  
13 *Wilk v. Skechers U.S.A., Inc.*, United States District court, Central District of California, Case No. 5-  
14 18-CV-01921-JGB-SP; *Titus v. Paramount Equity Mortgage, LLC*, United States District Court,  
15 Eastern District of California, Case No. 2:17-cv-00349-MCE-KJN; and *Solati v. RPM Mortgage,*  
16 *LLC*, Solano County Superior Court Case No. FCS048401.

17 108. I am also currently lead counsel or co-lead counsel in approximately 10 employment  
18 class action cases and a handful of PAGA representative cases.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing  
20 is true and correct. Executed on this 3rd day of July, 2023, in Lodi, California.

21 

22 \_\_\_\_\_  
JENNY D. BAYSINGER