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30-2021-01188961-CU-OE-CXC - ROA # 123 - DAVID H. YAMASAKI, Clerk of the Court By E. efilinguser, Deputy Clerk.

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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MAYRA OSORIO, on behalf of herself and all others similarly situated;

Plaintiff,

v.

ISC ENGINEERING, LLC, a Delaware Limited Liability Company; MUSTARD SEED TECHNOLOGIES, INC., a California Company, and DOES 1 through 50 inclusive,

Defendants.

CASE NO.: 30-2021-01188961-CU-OE-CXC

Assigned to Hon. Peter Wilson

DECLARATION OF JAKE FINKEL IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

HEARING INFO

Date: August 24, 2023
Time: 2:00 p.m.
Dept.: CX101

DECLARATION OF JAKE FINKEL

I, Jake Finkel, say and declare, as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am the principal of The Finkel Firm, co-counsel with Mehrdad Bokhour of Bokhour Law Group, P.C., as attorneys of record for Plaintiffs Mayra Osorio and Troy Blanton and the Settlement Class.

2. As such, I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

The Finkel Firm possesses considerable expertise in litigating complex litigation matters. I graduated from the University of California at Irvine in 2009. I received my Juris Doctorate from UCLA School of Law in 2013 and became a member of the California State Bar in 2013. I established my own law practice shortly after becoming a member of the California State Bar and have grown the practice which currently employs four attorneys and 12 support staff.

3. I am a member of California Employment Lawyers Association and Consumer Attorneys Association of Los Angeles.

4. I have been a member, in good standing, of the State Bar of California since 2013 I am admitted to practice before all California state courts, and the United States District Court of California for the Central District, Eastern District, and Southern District and have litigated class action and Private Attorneys General Act ("PAGA') representative action cases in various courts in California.

5. In addition to the instant case, I have served as class counsel in a variety of wage and hour class actions. I have developed extensive litigation experience in complex employment litigations matters, particularly in California wage and hour class actions representing employees.

6. My firm has the experience, resources, and means necessary to allow us to provide adequate representation as Plaintiffs' Counsel to the class in this litigation. Currently, my firm is acting as counsel in at least fifteen wage-and-hour class actions and co-counsel in at least ten other wage-and-hour class actions.

7. I am experienced and qualified to evaluate the class and PAGA claims and viability of the defenses. I have extensive experience in prosecuting employment litigation and have focused my practice primarily on cases regarding wage and hour class actions and representative PAGA actions.

8. Based upon my experience and after factoring in the risks explained below, I believe that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I believe that the Class Action and PAGA Settlement Agreement should be approved.

9. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy of their clients, and they are experienced in handling complex class action litigation. Both Class Counsel and Plaintiffs were prepared to litigate the claims in this action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Settlement Class based on the circumstances referenced herein. Through a contested but productive mediation, the Parties entered into a Class Action and PAGA Settlement Agreement resolving the wage and hour claims of the Class ("Agreement"), which is attached to the Declaration of Mehrdad Bokhour in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as Exhibit "A." The Settlement Agreement seeks to fully release and discharge it from the claims brought against it in this matter in exchange for Defendants' agreement to pay $850,000 on a non-reversionary, non-claim made basis (each Class Member will receive his/her share of the Net Settlement Amount without having to submit a claim form or taking action, except for those who opt-out). Plaintiffs seek to represent a Class of all persons who were employed by Defendants in California in non-exempt, hourly paid positions at any time during the Class Period March 15, 2017 through May 31, 2023. ("Class Period"). Likewise, the Aggrieved Employees include all persons who were employed by Defendants in California in non-exempt, hourly paid positions at any time during September 25, 2019 through May 31, 2023 ("Aggrieved Employees").

10. Under the terms of the Settlement Agreement, Defendants will not oppose application for a reasonable award of attorneys' fees not to exceed one third of the Gross Settlement Amount by Mehrdad Bokhour of Bokhour Law Group, P.C. and Jake D. Finkel of The Finkel Firm ("Class Counsel"), Class Counsel's litigation costs not to exceed $20,000, Settlement Administration Costs not to exceed $10,000, PAGA penalties of $25,000 (of which $18,750 or 75% will be paid to the

Labor Workforce Development Agency (LWDA) and the remaining $6,250 or 25% will be paid to the Settlement Class Members), and a Service Payment not to exceed $7,500 to each named Plaintiff (S.A. ¶ 47(a)-(h)), as follows:

	Total Amount
Gross Settlement Amount	$850,000.00
Attorneys' Fees (not to exceed 1/3 of GSA)	$283,333.33
Litigation Costs (not to exceed)	$20,000.00
Administrator Costs (not to exceed)	$10,000.00
PAGA payment to LWDA (75% of $10k award)	$18,750.00
Plaintiffs' Service Payment	$15,000.00
Net Settlement Amount	**$502,916.67**

11. The Class includes approximately 359 non-exempt employees who worked approximately 32,402 workweeks in California during the Class Period. Plaintiffs contend that, regardless of their roles, all non-exempt employees worked under the same workplace policies and scheduling practices, and therefore, the Individual Settlement Payments, as calculated pursuant to paragraph 47(d) of the Settlement Agreement, will be paid on a pro-rata basis based on the number of compensable workweeks during the Class Period. Assuming a total class size of 359 Settlement Class Members, the average payment to each Settlement Class Member will be approximately $1,428 and the highest payment estimated to be approximately $4,440. Of course, those with more compensable workweeks stand to recover proportionally more from the Settlement.

12. The Settlement is non-reversionary, and Class Members will not be required to submit claim forms to receive payment, but each Class Member will be mailed the Class Notice containing detailed information about his/her share, the opportunity to dispute the number of Workweeks worked by the Class Member, and the opportunity to opt-out or object to the Settlement. All Class Members who do not affirmatively opt out will receive a settlement check upon the Court granting final approval of the Settlement. All Class Members who do not affirmatively opt-out will receive a settlement check upon the Court granting final approval.

13. My office has performed considerable work and diligently investigated and prosecuted this case to a successful conclusion. Our work has resulted in the creation of a significant Settlement Amount for the benefit of the Class. We effectively communicated and exchanged

information informally with Defense counsel, which enabled the Parties to successfully settle the case at mediation before the Hon. Margaret Nagle (Ret.). Because of the risks involved in litigating the case and the contested legal and factual issues, Plaintiffs' counsel believes this Settlement to be fair, reasonable, and adequate.

14. Because the Settlement is fair and reasonable and was negotiated at arm's length by experienced counsel and an experienced mediator following a sufficient exchange of information and documents in advance of mediation, it should be preliminarily approved. Plaintiffs respectfully request that the Court enter an order preliminarily approving the Settlement, conditionally certifying the Class under Code of Civil Procedure § 382 for settlement purposes, approving the proposed Notice Packet, appointing Plaintiffs' counsel as Class Counsel, appointing Simpluris, Inc. as the Settlement Administrator, and scheduling a hearing for the final approval of the Settlement.

15. During the Class Period, Plaintiffs and the putative class members consisted of manufacturing employees working at Defendants' facilities located at Orange, California. Plaintiffs and other non-exempt employees were responsible for certain aspects of Defendants' business operations. However, in these roles, the Plaintiffs and the putative class members were allegedly subjected to numerous violations of the Labor Code and Wage Orders.

16. As further detailed in the Declaration of Mehrdad Bokhour, given the realistic value of Plaintiffs' claims, the $850,000 Settlement Amount is an excellent result for the Class considering that the Settlement Amount totals approximately 78% of Plaintiffs' risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class.

17. The Settlement was the product of extensive arm's length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive in nature. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiffs and Class Counsel believed that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or

on an appeal that can take several more years to litigate. In addition, if Defendants prevailed on any of its defenses, the Class Members may not have received any substantial monetary recovery.

18. The Settlement will result in a fair payment to each Settlement Class Member based on the number of Workweeks worked during the Class Period. As set forth hereinabove, Plaintiffs and counsel have diligently investigated the claims and defenses on behalf of the Class Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding further expenditure of attorneys' fees and costs. After evaluating the significant risks attendant with further litigation described above and weighing them against the benefits of a known compromise and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiffs and the Class and is a fair and reasonable resolution of the claims alleged.

19. Plaintiffs' counsel brought to bear a great deal of collective experience in negotiating the settlement of this case. As detailed herein, Plaintiffs' counsel engaged in necessary informal discovery, investigation, sampling and expert evaluation, making it possible to exercise informed judgment throughout the settlement process, including significant document review (e.g., documents pertaining to Defendants' policies and procedures, personnel documents, wage statements, time records, among others) and conducted an extensive analysis and extrapolation of the sampling of class-wide data provided by Defendant.

20. Based on our experience in other cases, including wage and hour matters, I believe Class Counsel is qualified to evaluate the class claims and viability of defenses in this class action. In this case, the recovery for each Class Member is reasonable, fair and adequate, and a settlement at this time is in the best interest of the Class. The Settlement provides each Class Member with compensation for the alleged violations when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding to trial.

21. Plaintiffs' counsel, as well as Defendants' counsel, fully endorse the terms and conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

22. Of course, the Settlement Amount represents a compromise figure, taking into account the various risks surrounding class certification and the merits of Defendants' asserted defenses.

Nevertheless, the Settlement provides for fair and adequate payments to the Class Members, with no reversion to Defendant.

23. Plaintiffs each seek a Service Awards in an amount not to exceed $7,500.00, which we believe is fair and warranty. Plaintiffs agreed to come forward in an effort to effectuate a policy and practice change that benefitted all other Class Members, and to recover unpaid wages and penalties. They assumed significant risk in bringing this litigation, namely, had they lost, they would have been ordered to pay Defendants' costs.

24. Plaintiffs provided invaluable assistance to the investigation and prosecution of this case, including providing factual background for the class and PAGA Complaint; reviewing the litigation documents; providing information and documentation about Defendants' policies and practices; participating in phone calls to discuss litigation and settlement strategy; and reviewing the settlement documents. Plaintiffs agreed to participate in this case with no guarantee of personal benefit. Plaintiffs' declarations setting forth all of the reasons why they believe that the Service Award should be approved have been filed herewith.

25. As set forth above, I have handled upwards of 25 class and representative actions, have been appointed as class counsel and have successfully litigated and resolved several class actions, and many others remain pending.

26. When this case was taken on a contingency fee basis, with our firms agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, we paid all costs including the filing fees, court costs, research/database fees, mediation costs, and expert costs. There was never a guarantee that our firms would recoup these expenditures.

27. It is our experience that attorneys' fee awards of one-third of a common fund settlement are the standard in California. Once the Court grants preliminary approval of the Settlement Agreement and the Notice Packet is disseminated, Plaintiffs' counsel will submit a request for attorneys' fees and costs with its final approval motion. Defendants do not oppose this fee request. The fee is further warranted because it is within the range of reasonableness and will be based on the actual amount incurred at the time of final approval.

28. Subject to the Court's approval, the parties stipulated to ILY Group, Inc. to serve as the Settlement Administrator. ILYM Group, Inc. is experienced in administering class action settlements and will no more than $10,000.00 to administer this class action Settlement.

29. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as preliminarily approve the requested attorneys' fees and costs, and service award to the Class Representative.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct on this 23rd of June 2023, at Los Angeles, California.

By: Jake Finkel
Jake Finkel, Esq