Jonathan M. Lebe (SBN 284605)
Jon@lebelaw.com
Brielle D. Edborg (SBN 347579)
Brielle@lebelaw.com
LEBE LAW, APLC
3900 W Alameda Avenue, Fifteenth Floor
Burbank, CA 91505
Telephone: (213) 444-1973

Attorneys for Plaintiff Ryan Accurso, on behalf of himself and all other aggrieved employees

*Additional Plaintiffs' Counsel listed on following pages

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

RYAN ACCURSO; TOM PIPLACK; DONOVAN M. SHERROD; BRENDON HART; TAYLER ANDREWS; ARIANNA CARRERA; BRIANNA MARIE TAYLOR; ELISSA BRISTOW; and BLAKE VANBREEMEN, on behalf of the State of California and all other Aggrieved Employees,

Plaintiff,

vs.

IN-N-OUT BURGERS, a California corporation; and DOES 1-100, inclusive,

Defendants.

CASE NO.: SCV-268956

DECLARATION OF JAMES M. TREGLIO, ESQ. IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, INCENTIVE COMPENSATION FEE, AND SETTLEMENT ADMINISTRATION COSTS

Additional Plaintiffs' Counsel:

AIMAN-SMITH & MARCY
Randall B. Aiman-Smith (SBN 124599) — ras@asmlawyers.com
Reed W.L. Marcy (SBN 191531) — rwlm@asmlawyers.com
Hallie Von Rock (SBN 233152) — hvr@asmlawyers.com
Lisseth Bayona (SBN 338135) — lb@asmlawyers.com
7677 Oakport St., Suite 1000
Oakland, CA 94621
Telephone: (510) 519-1018

Attorneys for Plaintiffs Tom Piplack and Donovan M. Sherrod.

LAVI & EBRAHIMIAN, LLP / LAW OFFICES OF SAHAG MAJARIAN II
Joseph Lavi (SBN 209776) — jlavi@lelawfirm.com
Vincent C. Granberry (SBN 276483) — vgranberry@lelawfirm.com
Jeffrey D. Klein (SBN 297296) — jklein@lelawfirm.com
Eric J. Naessig (SBN 343081) — enaessig@lelawfirm.com
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, CA 90211
Tel. (310) 432-0000; Fax (310) 432-0001

LAW OFFICES OF SAHAG MARARIAN II
Sahag Majarian II (SBN 146621) — sahagii@aol.com
18250 Ventura Boulevard
Tarzana, CA 91356
Tel. (818) 609-0807

Attorneys for Plaintiff Brianna Marie Taylor

LAW OFFICES OF MARK YABLONOVICH
Mark Yablonovich (SBN 186670) — Mark@Yablonovichlaw.com
Monica Balderrama (SBN 196424) — Monica@Yablonovichlaw.com
9465 Wilshire Boulevard, Suite 300
Beverly Hills, CA 90212-2511
Telephone: (310) 286-0246

Attorneys for Plaintiff Tayler Andrews

SLATER & ASSOCIATES, APLC
Charles C. Slater (SBN 166851) — cslater@slateraplc.com
1111 W. Town and Country Rd., Suite 30
Orange, CA 92868
Telephone: (657) 333-8090

Attorneys for Plaintiff Arianna Carrera

POTTER HANDY, LLP
James M. Treglio (SBN 228077) — jimt@potterhandy.com
100 Pine St., Suite 1250
San Francisco, CA 94111
Telephone: (415) 534-1911

Attorneys for Plaintiff Elissa Bristow

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler (SBN 187998) — sew@scottwheelerlawoffice.com
Justin A. Wheeler (SBN 342226) — jaw@scottwheelerlawoffice.com
250 West First Street, Suite 216
Claremont, CA 91711
Telephone: (909) 621-4988

Attorneys for Plaintiff Blake Vanbreemen

DECLARATION OF JAMES M. TREGLIO, ESQ. IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, INCENTIVE COMPENSATION FEE, AND SETTLEMENT ADMINISTRATION COSTS

I, James M. Treglio, declare as follows:

1. I am an attorney at law duly authorized to practice law in the State of California. I am the lead attorney of the class action division for the law firm of Potter Handy, LLP, counsel for Plaintiff-Intervenor Elissa Bristow ("Plaintiff"). I have personal knowledge of the following facts and if called upon as a witness I could and would competently testify to the matters stated herein.

2. This declaration is made in support of Plaintiff's motion to approve PAGA settlement pursuant to Private Attorneys General Act of 2004 ("PAGA"), for an order granting final approval of the settlement of this case ("Motion").

3. On January 4, 2021, Plaintiff Becerra, a former non-exempt employee of Defendant, filed his PAGA Notice with the LWDA, alleging various wage-and-hour claims pursuant to California law.

4. On May 6, 2021, Plaintiff Becerra filed his PAGA action complaint, entitled *Becerra v. In-N-Out Burgers*, Los Angeles County Superior Court Case No. 21STCV17045, alleging a single cause of action for civil penalties under PAGA on behalf of himself and other non-exempt, hourly employees of Defendant in California based on Defendant's failure to: (1) pay all wages due upon separation of employment; (2) refrain from retaliating against employees for making health-and-safety complaints; (3) furnish a safe workplace; (4) furnish accurate wage statements; (5) comply with paid sick leave requirements; (6) refrain from retaliation and whistleblower retaliation; and (7) produce personnel records.

5. On or about April 7, 2023, Plaintiff-Intervenor Elissa Bristow filed an amended PAGA Notice with the LWDA, removing the claims pertaining to Plaintiff Becerra and adding claims pertaining to Bristow, alleging various wage-and-hour claims pursuant to California law.

6. On October 30, 2023, the court granted Plaintiff-Intervenor Elissa Bristow leave to intervene, and Bristow filed a Representative Action Complaint in Intervention in *Becerra v. In-N-Out Burgers*, Los Angeles County Superior Court Case No. 21STCV17045, asserting a cause of action for civil penalties under PAGA.

7. Plaintiff-Intervenor was employed by Defendant In-N-Out Burger from approximately October 1998 until her termination in March 2021.

8. On November 27, 2023, Plaintiff-Intervenor filed her Complaint-in-Intervention asserting a single cause of action under PAGA for civil penalties arising out of INO's alleged violations of the California Labor Code. On March 26, 2024, upon INO's motion, Plaintiff-Intervenor's individual PAGA claims were compelled to arbitration and her nonindividual PAGA claim was stayed pending arbitration.

9. On November 25, 2024, Plaintiff-Intervenor filed a Demand for Arbitration with JAMS, that largely mirrors the Complaint-in-Intervention filed in this case on November 27, 2023. On November 26, 2024, JAMS issued notice confirming the commencement of the arbitration and appointment of Deborah Crandall Saxe Esq. as the Arbitrator of this matter.

10. On December 10, 2024, INO filed an Answer to the Arbitration Demand. Preliminary hearings were held before the Arbitrator and attended by the Parties on January 16, 2025, and April 14, 2025. No dates were ever set in the arbitration, and the evidentiary hearing was not scheduled.

11. On August 15, 2025, the Parties attended mediation with Tripper Ortman, Esq. The Parties reached an agreement to resolve the Action in its entirety.

12. In connection with the August 15, 2025, mediation, Plaintiffs requested and Defendant provided information related to employees who worked for Defendant as non-exempt employees in California, including the total number of employees, total number of pay periods, and average rate of pay, among other things. Defendant also produced various documents requested by Plaintiffs before the mediation, many of which were already produced in the course of discovery, including employee handbooks and time and payroll records for all putative PAGA Members. In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in the Actions and Defendant's defenses to them. Based on this investigation and analysis, Plaintiffs believe the Actions have merit, while Defendant believes the Actions have no merit. Plaintiffs submit that their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 *("Dunk/Kullar").*

13. Following the August 15, 2025, mediation, a Memorandum of Agreement ("MOA") memorializing the material terms of the Parties' settlement was circulated for execution on June 2, 2026, and was fully executed by all Parties as of July 6, 2026.

14. The Parties were able to execute the long form Settlement Agreement now before the Court for approval.

Reasonableness of Attorneys' Fees Sought

15. As noted, Class Counsel is seeking final approval of attorneys' fees in the amount of one-third of the Gross Settlement Fund ($5,600,000.00), which is a reasonable fee and within the normal range of fee awards for wage and hour class actions where fees are awarded as a percentage of the common fund. Class Counsel diligently, efficiently, and creatively pursued this case and promptly reached a successful settlement for the benefit of the entire Class. Under California law, the percentage method, i.e., a percentage of the settlement value or common fund, is a permissible method to calculate attorney's fees.

16. An additional factor militating in favor of the granting of the requested fee award is the fact that this case was both legally and financially risky for Plaintiffs' Counsel. See *Vizcaino v. Microsoft Corp*, 290 F.3d 1043, 1048-49 (9th Cir. 2002). While the parties dispute whether a class would be appropriate if the litigation were to continue, they agree, for the purposes of this settlement only, that the Class is subject to common compensation policies. Specifically, there was the prospect of enormous cost inherent in class action litigation, as well as a battle with a corporation represented by a well-respected law firm; in addition, in coming to a determination that this settlement is fair and reasonable and in the best interests of the Class, Plaintiffs took into consideration the risk that Defendants could prevail on its argument that the class should not be certified. If Plaintiff had lost this case, Class Counsel would have recovered nothing and would have lost their out-of-pocket costs.

17. Potter Handy, LLP's aggregate lodestar includes time billed for researching, drafting pleadings (including time spent researching and drafting Plaintiffs' amended complaint, the motion for preliminary approval of the settlement, and the motion for final approval of the settlement), researching and drafting discovery, gathering and reviewing documents and researching legal authorities, preparation for and participation at the mediation session (including time spent researching and drafting the mediation brief, and attending mediation session), researching and drafting the settlement agreement, class\notice, and claim form, and communications (telephone conference, correspondence, meetings, e-mails, etc.) with

Plaintiff, Defendant's counsel, Settlement Class members and the Claim Administrator. The hourly rates shown below are the actual and customary rates charged for each individual in all of our cases, including class action cases, and for hourly paying clients. Through September 9, 2026, I and other attorneys at my firm, Potter Handy, LLP, spent a total of **302.5** hours litigating this case engaged in the litigation activities discussed above, equating to a total lodestar amount of **$259,856.50** based on my firm's hourly billing rates.

18. The following chart summarizes the hours expended at Potter Handy, LLP in connection with this litigation through September 9, 2026:

Category	**Hours (James M. Treglio, Lead Attorney, Bar Admin-2003, Hourly Rate- $965)**	**Hours (Rene Potter, Attorney, Bar Admin-2014, Hourly Rate- $695**	**Hours (Mark Potter, Attorney, Hourly, Bar Admin-1993, Rate-$1,100**	**Hours (James Boyd, Attorney, Hourly Rate-$980**	**Hours (Alison Farwell, Attorney, Hourly Rate-$695**	**Billings**
PAGA letter		3.5		-		$2,432.50
Complaint		3		-		$2,085
Other docs		7.5	10	10	6	$30,185.50
Discovery		32.3				$22,448.50
Motions	43.2	26.4	-			$60,036
Mediation	16.1	17.2	-			$27,490.50
Appearances	8.3	10	4.4	4		$23,719.50
Trial Prep		38	-	8	10	$41,200
E-mail Correspondence	45.6	9				$50,259
TOTAL	**113.2**	**136.9**	**14.4**	**22**	**16**	**$259,856.50**

19. My current hourly rate of $965, as well as my paralegals hourly rates of $325 used in calculating the lodestar are the current hourly rates my firm charges currently and has charged within the last two years to non-contingent hourly clients and thus necessarily reflect the current market value of our legal services. These rates are commensurate with the hourly rates charged to by other firms in San Diego County.

Costs Incurred

20. The actual litigation costs incurred in this case by Plaintiffs' Counsel to date amounts to

no less than **$7,606.15,** expended by Potter Handy LLP., which includes anticipated costs in association with the filing and serving of the present motion, and in connection with shepherding this settlement through funding and disbursement.

21. The Costs are itemized as follows:

PAGA Filing Fee.	$75
All Filing Fee:	$2,233.55
Service fee:	$797.6
Mediation Fee:	$4,500
Total:	**$7,606.15**

Reasonableness of Service Award Sought

22. Courts routinely grant approval of class action settlement agreements containing enhancements for the class representative, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. See *Van Vranken v. Atlantic Richfield Co.,* 901 F.Supp. 294, 299 (N.D. Cal. 1995) (approving $50,000.00 enhancement); *In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc*., 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of $15,000 to be "fair and reasonable"); *Miller v. CEVA Logistics USA, Inc.,* 2015 WL 4730176, at * 9 (E.D. Cal. Aug. 10, 2015) (approving service award of $15,000 to each plaintiff); *Glass v. UBS Financial Services, Inc.,* 2007 WL 221862 at *16 (N.D. Cal. 2007) (approving payments of $25,000 to each named plaintiff); *In re Heritage Bond Litigation*, 2005 WL 1594403 at *18 (C.D. Cal. 2005) (awarding incentive payments between $5,000 and $18,000).

23. Plaintiff invested substantial time and effort into litigation including reviewing documents, and extensive discussions with Plaintiff's counsel. (Bristow Decl., ¶ 4.) Further, the requested Service Award is extremely reasonable given the benefit gained by other Class Members. For these reasons, Plaintiff requests that the Service Award of $15,000.00 to Plaintiff be approved by the Court.

Attorney Experience

24. I was admitted to the California Bar in 2003. I received my Bachelor of Arts degree in

Government from College of William & Mary in 1998 and my Juris Doctor degree from the University of San Diego in 2003. From 2003 through 2006, I was the staff attorney for the Fair Housing Council of San Diego, where I specialized in housing discrimination enforcement. In 2007, I joined the law firm of Clark & Markham, LLP, where I specialized in consumer and wage and hour class actions, which has comprised my practice of law ever since. In 2012, the law firm of Clark & Markham, LLP into the Clark Law Firm and the Markham Law Firm. I stayed with the Clark Law Firm, and in 2015, the firm became Clark & Treglio after I was made partner. By 2013, my work with the Clark Law Firm, Clark & Markham, LLP, and Clark & Treglio resulted in nearly 5% of all recoveries made by the LWDA up to that point.

25. In 2017, I joined Keegan & Baker, LLP, which was also a class action firm. Whereas my work at Clark & Markham, LLP and the Clark Law Firm was primarily focused on wage and hour class actions, my work at Keegan & Baker, LLP involved more consumer actions, including data breach class actions, and actions brought under the Fair Credit Reporting Act.

26. In 2018, I left Keegan & Baker, LLP and joined the Melmed Law Group, P.C. The Melmed Law Group, P.C., is an employment law firm with a focus on class and PAGA representative actions. I began my representation of the Plaintiff in this action when I was employed by the Melmed Law Group, P.C. In 2019, I joined my current firm, Potter Handy, LLP, to become head of its new class action division. In that capacity, I litigate both consumer and employment class actions throughout the State of California.

27. Since 2007, I have specialized in complex wage and hour and consumer class action litigation. I have been involved in every stage of class action litigation as both a lead counsel, the lead and primary associate, and as co-counsel. A summary of my experience, including representative class action litigation is attached hereto at Exhibit A.

Public Policy Considerations Further Support the Fee Requested

28. My firm undertook the litigation on a wholly contingent basis. From the outset, my firm understood that we were embarking on a complex, expensive and lengthy litigation with no guarantee of ever being compensated for the enormous investment of time and money that the case would require. In undertaking that responsibility, my firm was obligated to assure that sufficient resources of attorneys were dedicated to the prosecution of the litigation and that funds were available to compensate staff and for the considerable out-of-pocket costs that a case such as this entails. Moreover, in committing to fully prosecute this case, my firm did not work on other potentially profitable matters.

29. Because of the nature of a contingent practice where cases are predominantly "big cases" lasting several years, not only do contingent litigation firms have to pay regular overhead, they also have to advance the expenses of the litigation. With an average lag time of several years for these cases to conclude, the financial burden on contingent counsel is far greater than on a firm that is paid on an ongoing basis.

30. The above does not even take into consideration the possibility of no recovery. It is wrong to assume that a law firm handling complex contingent litigation always wins. Tens of thousands of hours have been expended in losing efforts. The factor labeled by the courts as "the risks of litigation" is not an empty phrase.

31. There are numerous cases where plaintiff's counsel in contingent cases such as this, after the expenditure of many hours, have received no compensation. It is unfortunate, but true, that plaintiff's counsel who litigate cases in good faith and receive no fees are often the most diligent members of the plaintiff's bar. It is only the knowledge by defendants and their counsel that the leading members of the plaintiff's bar are actually prepared to, and will, force a resolution on the merits and go to trial that permits meaningful settlements in actions such as this.

32. I am aware of many hard-fought lawsuits where, because of the discovery of facts unknown when the case was commenced, changes in the law during the pendency of the case or a decision of a judge or jury following a trial on the merits, excellent professional efforts of members of the plaintiff's bar produced no fee for plaintiff's counsel.

33. The foregoing refutes the oft-heard rhetoric that merely filing a class action guarantees a settlement and a large fee. The truth is that the mere filing of an action does not ensure that there will be any settlement or fee. It takes hard and diligent work by skilled counsel to develop facts and theories which will persuade defendants to enter into serious settlement negotiations. If defendants believe they will prevail, experience shows that they will litigate to the end. The risk factor is real.

34. Losses such as those described above are exceedingly expensive and can often threaten the survival of a law firm. Onlookers often focus on the aggregate fees awarded but fail to take into consideration that those fees are used to cover enormous overhead expenses incurred during the course of the litigation, are taxed by federal, state and local authorities and, when reduced to a bottom line, are far less imposing to each individual involved than the aggregate fee awarded appears. Lawyers who specialize

in contingent matters live in a world of uncertainty. Unlike the defense bar, contingent plaintiff's counsel normally have no steady flow of income. Changes in the law through legislation or judicial decree can be catastrophic, frequently affecting contingent counsel's entire caseload. These are real threats.

35. Courts have repeatedly held that it is in the public interest to have experienced and able counsel enforce consumer protection and privacy laws. Vigorous private enforcement of the consumer protection laws can only occur if private plaintiffs can obtain parity in representation with that available to large, institutional interests. If this important public policy is to be carried out, the courts must award fees that will adequately compensate private plaintiff's counsel, taking into account the enormous risks undertaken with a clear view of the economics of a class action.

36. In many complex actions such as this one, able counsel for plaintiffs can be retained only on a contingent basis. A large segment of the public would be denied a remedy in actions such as this one if fees awarded by the courts in successful cases did not fairly and adequately compensate counsel for the services provided, the serious risks undertaken, and the delay before any compensation is received.

37. Fair fee awards in successful cases ensure that competent legal services will be available. Professor Hornstein once noted the adverse effect that traditionally low compensation in bankruptcy cases once had upon the quality of the bankruptcy bar. *Hornstein, The Counsel Fee in Stockholder Derivative Suits*, 30 Colum. L. Rev. 784, 815 (1939). The complexity and societal importance of this type of litigation calls for the most able counsel obtainable for plaintiffs. In order to encourage first rate attorneys to represent plaintiffs on a contingent basis in this type of important litigation, attorneys' fees awarded should reflect this goal.

38. Class Counsel respectfully urges that these important public policy considerations support the Court's approval of the fee requested.

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

Executed on November 5, 2026, in Los Angeles, California.

/s/ James M. Treglio
James M. Treglio, Esq.