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on behalf of herself and all others similarly situated
and aggrieved

(Additional Counsel on the next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GUADALUPE LOPEZ, DA'SHON
SIMMONS and JESUS CRUZ, individually,
and on behalf of other members of the general
public similarly situated and aggrieved,

Plaintiffs,

v.

ROLLING HILLS COUNTRY CLUB, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 20STCV22636

[Assigned for all purposes to the Hon. Carolyn
B. Kuhl in Dept. 12]

**DECLARATION OF VEDANG J. PATEL
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION FOR
SETTLEMENT PURPOSES ONLY**

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DECLARATION OF VEDANG J. PATEL

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, a Partner and Senior Managing Attorney at Bibiyan Law Group, P.C., co-counsel for plaintiffs Guadalupe Lopez, Da'shon Simmons, and Jesus Cruz ("Plaintiffs" or "Class Representatives"), and all others similarly situated and aggrieved. 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.

2. On or around June 11, 2020, Plaintiff Guadalupe Lopez ("Plaintiff Lopez") commenced this Action by filing a class action complaint against Defendant Rolling Hills Country Club ("Defendant") in the Superior Court of California, County of Los Angeles, Case No. 20STCV22636, alleging wage and hour violations including, without limitation, (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay due wages at termination; (6) wage statement violations; (7) violation of Labor Code section 2802; and (8) violation of Business and Professions Code section 17200, *et seq.* (the "Lopez Class Action").

3. Pursuant to Labor Code section 2699.3, subdivision (a), on or around June 8, 2020, Plaintiff Lopez provided written notice to Defendant and the California Labor and Workforce Development Agency ("LWDA") regarding the alleged Labor Code violations. A true and correct copy of the PAGA Notice is attached to the Declaration of Vedang J. Patel as Exhibit "2."

4. On or around October 20, 2020, Plaintiff Lopez filed a First Amended Complaint that added claims seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.*

5. On or around January 25, 2021, Plaintiff Jesus Cruz ("Plaintiff Cruz") filed a PAGA Representative Action Complaint against Defendant in Los Angeles County Superior Court, Case No. 21STCV02811, alleging PAGA claims based on alleged Labor Code violations regarding: (1) meal periods; (2) rest periods; (3) wage statements; (4) timely payment of wages during employment; and (5) timely payment of wages upon termination of employment; and (6) timely payment of wages upon termination of employment.

1 6. On or around October 27, 2020, Plaintiff Cruz provided written notice to Defendant
2 and the LWDA regarding his alleged Labor Code violations.

3 7. On or around February 23, 2021, Plaintiff Da'Shon Simmons ("Plaintiff Simmons")
4 filed a Class Action Complaint against Defendant in Los Angeles County Superior Court, Case No.
5 21STCV06983, alleging causes of action for: (1) overtime compensation; 2) meal period violations;
6 (3) rest period violations; (4) minimum wages; 5) waiting time penalties; (6) timely payment of
7 wages; (7) wage statement violations; (8) payroll record keeping violations; (9) unreimbursed
8 business expenses; and (10) unfair business practices under Business and Professions Code section
9 17200, *et seq.*

10 8. On or around January 20, 2022, the Court granted Defendant's motion for judgment
11 on the pleadings at to Plaintiff Simmons' causes of action for timely payment of wages during
12 employment and payroll record keeping violations.

13 9. Collectively, the aforementioned actions filed by Plaintiff Lopez, Plaintiff Cruz and
14 Plaintiff Simmons are referred to herein as "Actions". Defendant denied and continues to deny all
15 allegations pled by Plaintiffs in each of the Actions, denies any alleged failure to comply with the
16 laws identified in those pleadings and denies any purported liability for the causes of action and
17 claims alleged in each of the Actions.

18 10. On or around April 1, 2021, the Court found the Actions related pursuant to
19 California Rules of Court, rule 3.300(a). Subsequently, Bibiyan Law Group, P.C. was appointed by
20 the Court as interim class counsel on September 16, 2021.

21 11. Prior to mediation, Plaintiff obtained, through informal discovery: (a) time and
22 payroll records for twenty-five percent (25%) of the Class Members who worked between June 11,
23 2016, and January 21, 2024; (b) a class list of hire dates, termination dates, and rates of pay for all
24 Class Members; (c) wage and hour policy documents; and (d) all documents pertaining to Plaintiff
25 available to Defendant.

26 12. On or around January 11, 2023, and again on or around March 20, 2023, Defendant's
27 counsel deposed Plaintiff Simmons. On or around January 17, 2023, and again on or around
28 February 7, 2023, Defendant's counsel deposed Plaintiff Cruz. On or around February 1, 2023, Class

1 Counsel deposed Defendant's Person Most knowledgeable. Also, on or around February 27, 2023,
2 and again on or around March 27, 2023, Plaintiff Lopez was deposed by Defendant.

3 13. On or around January 22, 2024, the Parties participated in an all-day mediation
4 presided over by Steven J. Serratore, Esq., to resolve the Actions. This initial mediation session was
5 unsuccessful.

6 14. On or around November 25, 2024, the Court denied the Plaintiffs' Motion for Class
7 Certification as to all claims except the regular rate of pay claim and derivative wage statement and
8 waiting-time penalty claims.

9 15. On or around February 14, 2025, the Court granted class certification as to the
10 overtime compensation and meal period premium claims for non-exempt employees of Defendant
11 without arbitration agreements who received a holiday bonus during the relevant period and order
12 further briefing as to whether a derivative wage statement claim could be maintained and the
13 beginning date of the class period.

14 16. On or around March 7, 2025, the Court ruled that the class period started February
15 23, 2017, and certified a waiting-time penalty subclass of formerly-employed class members.
16 However, the Court found a lack of standing for the Class Representatives to bring a wage statement
17 claim on behalf of the Regular Rate Class by the Settlement Administrator pursuant to the Court's
18 approval of the form and procedure for such notice.

19 17. On or around October 10, 2025, the Court granted Defendant's Motion for Summary
20 Adjudication of the waiting time penalty as to the Regular Rate Class.

21 18. On or around December of 2025, the Parties re-engaged the mediator Steven J.
22 Serratore, Esq., regarding settlement discussions.

23 19. Through continued discussions, the Parties were able to reach a Settlement of the
24 Actions, the terms of which were memorialized in the longform Class and PAGA Settlement
25 Agreement and Release ("Settlement," "Agreement," and "Settlement Agreement").

26 20. Prior to reaching this Settlement, Plaintiff obtained formal and informal discovery,
27 including, without limitation, documents and data including policy documents, deposition
28 testimony, declarations, arbitration agreements, and time and pay records. Plaintiff's investigation

1 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*
2 (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
3 116, 129-130.

4 21. The Parties agree to stipulate to the filing of an amended complaint in the Lopez
5 Class Action to include Plaintiffs Cruz and Simmons and the claims asserted by their related Actions
6 thereby effectively consolidating the Actions (the “Operative Complaint”).

7 22. Upon the Court granting Final Approval and entering a Judgment thereon, the related
8 Actions of *Da’Shon Simmons v. Rolling Hills Country Club*, Los Angeles County Superior Court
9 Case No. 21STCV06983; and *Jeuss Cruz v. Rolling Hills Country Club*, Los Angeles County
10 Superior Court Case No. 21STCV02811, will be dismissed with prejudice as to Da’Shon Simmons’
11 individual claims and without prejudice as to any class or PAGA claims. Plaintiffs De’Shon
12 Simmons and Jesus Cruz will submit to the Court these requests for dismissal within ten (10) days
13 of the Court entering Judgment following the granting of Final Approval.

14 23. Class Counsel has conducted significant investigation of the law and facts relating to
15 the claims asserted in the Action, and have concluded that the Settlement is fair, reasonable,
16 adequate, and in the best interests of the Settlement Class, taking into account the sharply contested
17 issues involved, the expense and time necessary to litigate the Action through trial and any appeals,
18 the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties
19 of complex litigation, the information learned through informal discovery regarding Plaintiffs’
20 allegations, and the substantial benefits to be received by Settlement Class Members.

21 **The Proposed Settlement**

22 24. Subject to Court approval pursuant to Code of Civil Procedure section 382 and
23 California Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Action by
24 agreement upon the terms and conditions, and for the consideration set forth in the Agreement, a
25 copy of which is attached hereto as Exhibit “1.” A summary of the terms of the settlement is as
26 follows:

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1 Defendant will stipulate, for purpose of this settlement only, as follows:

- 2 • Certification of a settlement class (“Settlement Class Members” or “Class Members”)
3 for the purpose of settlement only: all current or former employees of Defendant Rolling
4 Hills Country Club (“Defendant”) as hourly, non-exempt employees in the State of
5 California at any time during the period from June 11, 2016, through February 2, 2026
6 (“Class Period”).
- 7 • Certification of an additional class comprised of Class Members who are part of the
8 certified regular rate claim based on holiday payments pursuant to the Court’s February
9 14, 2025 and March 7, 2025 certification orders (“Regular Rate Class” or “Regular Rate
10 Class Members”).
- 11 • Defendant will pay \$575,000.00 (“Gross Settlement Amount”) to resolve the matter.
- 12 • Based on a review of its records, Defendant estimates that Class Members collectively
13 worked a total of approximately 82,000 Workweeks worked during the Class Period and
14 estimates that PAGA Members collectively worked a total of approximately 34,000 Pay
15 Periods during the PAGA Period. The Parties agree that the Gross Settlement Amount
16 shall not be automatically increased if the final number of Workweeks and/or Pay
17 Periods is higher. Defendant represents there are no more than approximately 82,000
18 Workweeks worked during the Class Period. In the event the number of Workweeks
19 worked by Class Members during the Class Period increases by more than ten percent
20 (10%), 8,200 Workweeks, as confirmed by the Settlement Administrator, then the Parties
21 agree to meet and confer in good faith to attempt to resolve the issue. If the issue is not
22 resolved within twenty-one (21) calendar days, Plaintiffs have the option to rescind the
23 Agreement within fourteen (14) calendar days of expiration of the meet and confer
24 period. Under no other circumstances shall Defendant be required to pay more than the
25 GSA except as provided for in this section.
- 26 • Defendant will pay the employer’s share of taxes separate and apart from the Gross
27 Settlement Amount.
- 28 • This is a non-reversionary settlement.

- 1 • Class Members will be paid their *pro rata* share of the class action settlement based
2 on the total number of Workweeks worked during the Class Period.
- 3 • “Workweek” means the number of workweeks that each Class Members worked for
4 Defendant during the Class Period. Any Class Member who worked less than one (1)
5 full workweek will be credited with one (1) workweek.
- 6 • The Settlement Administration Costs, estimated not to exceed \$12,270.00, will be paid
7 out of the Gross Settlement Amount.
- 8 • Class Counsel, comprised of Bibiyan Law Group, P.C.; Lawyers for Justice, P.C.; and
9 Potter Handy LLP, may apply for, and Defendant will not oppose, attorneys’ fees of
10 not more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless
11 escalated pursuant to the Settlement Agreement, amounts to \$191,666.66, and actual
12 costs, not to exceed \$165,000.00, all of which will be paid out of the Gross Settlement
13 Amount.
- 14 • Class Counsel hereby applies for, and Defendant will not oppose, service award of up
15 to \$15,000.00 to each Plaintiff, totaling \$45,000.00 to Plaintiffs, which will be paid
16 out of the Gross Settlement Amount.
- 17 • Defendant has agreed to pay a Regular Rate Settlement Amount of \$7,500.00 to be
18 paid out of the Gross Settlement Amount to the Regular Rate Class for certified regular
19 rate claims.
- 20 • “Aggrieved Employees” or “PAGA Members” means all persons who worked for
21 Defendant as non-exempt, hourly employees in California at any time during the
22 period from June 8, 2019, through the Class Period (“PAGA Period”).
- 23 • Defendant has agreed to pay \$57,500.00 as PAGA penalties, seventy-five percent
24 (75%), or \$43,125.00, of which will be paid to the LWDA out of the Gross Settlement
25 Amount, and twenty-five percent (25%), or \$14,375.00, of which will be distributed
26 to the Aggrieved Employees.
- 27 • For any Class Member whose Individual Class Payment or Individual PAGA Payment
28 check is uncashed and cancelled after 180 calendar days after the date of their issuance,

1 the Administrator shall transmit the funds represented to the California Controller's
2 Unclaimed Property Fund in the name of the Class Member or PAGA Member.

3 **Settlement Agreement and Accompanying Documents**

4 25. Attached hereto as Exhibit "1" is a true and correct copy of the Agreement.

5 26. Attached to the Agreement as Exhibit "A" thereto is the proposed Notice of
6 Proposed Settlement ("Class Notice") to be distributed to Class Members in English and Spanish.

7 27. The Parties have agreed to use Apex Class Action Administration ("Apex"), an
8 experienced settlement administrator, to administer the settlement.

9 28. On or about September 8, 2026, my office submitted a copy of the Settlement
10 Agreement to the LWDA in compliance with Labor Code section 2699, subdivision (l)(2). A true
11 and correct copy of each confirmation from the LWDA in connection with Plaintiffs is attached
12 hereto as Exhibit "3".

13 **The Settlement Is Fair and Reasonable Based Upon Objective Evidence**

14 **The Settlement Was Negotiated at Arms-Length and Is Not Collusive**

15 29. The Settlement that has been reached, subject to this Court's approval, is a product
16 of substantial efforts by the Parties and their counsel. The Settlement was reached after extensive
17 factual and legal investigation and research; the exchange of formal and informal discovery;
18 substantial negotiation regarding the scope of discovery; exchange of documents and information
19 that included review of time and pay records and analysis thereof with the aid of Plaintiffs and expert
20 consultant; depositions of Plaintiffs and relevant witnesses; analysis of shifts and Workweeks
21 worked by Class Members in the Class Period, analysis of the number of pay periods and number
22 of Aggrieved Employees in the PAGA Period for calculating PAGA penalties, number of Class
23 Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiffs'
24 employment records; extensive correspondence and communication between counsel; class
25 certification of regular rate of pay and derivative wage statement and waiting-time penalty claims;
26 review of pleadings, evidence, and rulings in similar actions litigated elsewhere in the state; a review
27 of similar cases in the same industry elsewhere in the country; and preparation for and attendance
28 at a full-day mediation, followed by further discussions and coordination to finalize the terms and

1 conditions of the general settlement parameters agreed to by the Parties.

2 30. While Class Counsel believes in the chance of success of certifying the claims, Class
3 Counsel recognized the potential risk, expense and complexity posed by further litigation.
4 Moreover, litigating Plaintiffs' claims in this litigation—claims that involve approximately 800
5 Class Members during the Class Period—would require substantial preparation and discovery and
6 ultimately would involve further deposition and presentation of numerous more witnesses
7 (including Class Members and expert witnesses), as well as the consideration, preparation and
8 analysis of expert reports. Therefore, should litigation have progressed any further, there would have
9 been significant expense incurred by each side (above and beyond the expense already incurred).

10 **The Settlement Amount Is Well Within the Range of Reasonableness**

11 31. The settlement amount reached in this case provides significant recovery to Class
12 Members and Aggrieved Employees and easily falls within the range of reasonableness. Based on
13 documents and information provided by Defendant, Class Counsel understands there are
14 approximately 82,000 Workweeks during the Class Period.

15 **Recovery of Damages for Failure to Pay Wages for All Time Worked**

16 32. Class Counsel theorized, based on Plaintiffs' narrative evidence and documents
17 produced by Defendant, that Defendant failed to pay all wages due to Class Members because
18 Defendant required Class Members to work off-the-clock or Class Members spent time off-the-
19 clock under Defendant's control, including, without limitation, waiting in line for several minutes
20 to clock in and clock out without pay routinely, prepping food, and attending meetings with
21 supervisors. Class Counsel theorized based on documents produced by Defendant and Plaintiffs'
22 narrative evidence that Class Members have spent extensive amounts of uncompensated time under
23 Defendant's control. Class Counsel also theorized that Defendant's time records were synthetic and
24 did not accurately track Class Members' time worked.

25 33. One theory advanced by Class Counsel alleged, based on Plaintiffs' narrative
26 evidence, that Class Members worked off-the-clock for approximately three (3) minutes each shift
27 throughout the Class Period, without pay. Class Counsel understand, based on time and payroll
28 records produced by Defendant and analysis thereof by expert data consultants retained by Class

1 Counsel, that there were approximately 343,579 shifts during the Class Period, 67% of which were
2 over eight (8) hours in length, and Class Members had an average hourly rate of pay of \$17.15.
3 Thus, one calculation performed by Class Counsel at mediation, assuming a forty percent (40%)
4 violation rate, resulted in **Defendant's exposure for unpaid off-the-clock work in an**
5 **approximate amount of \$196,216.25** ([343,579 shifts x 0.67 shifts over eight hours x 0.05 hours x
6 \$17.15 x 1.5 overtime rate] + [343,579 shifts x 0.33 shifts under eight hours x 0.05 hours x \$17.15
7 x 2 in liquidated damages] x 0.4 violation rate).

8 34. Class Counsel understands that Defendant explicitly denies these contentions and
9 makes the following defenses in connection with this claim: Defendant contends that their policies
10 specifically prohibit off-the-clock work. Defendant contends that they did not require Class
11 Members to work off-the-clock, they were paid for all time suffered or permitted to work. Defendant
12 asserts that they provided a sufficient number of timeclocks at their facilities, and Class Members
13 would not have been required to wait in line for clocking in before their shifts. Defendant contends
14 that any allegations that Class Members were required to be under Defendant's control off-the-clock
15 would necessitate an individualized inquiry into when and why, making this claim not subject to
16 class treatment and any trial in this litigation unmanageable. Thus, Defendant contends that no
17 damages can be recovered here, and, even if, *arguendo*, they could, an estimate of three (3) minutes
18 of unpaid work off-the-clock of Class Members for *every single shift* during the Class Period is a
19 wild exaggeration of time spent working off-the-clock if *any* such time was spent.

20 **Recovery of Damages for Non-Compliant Meal Periods**

21 35. Class Counsel theorized that Defendant's meal period practices throughout the
22 Class Period were non-compliant. Class Counsel theorized that Defendant's meal period practices
23 were non-compliant because, based on Plaintiffs' narrative evidence and Defendant's records,
24 Class Members did not receive full thirty (30) minute meal periods, were late, or missed. Class
25 Counsel also theorized that many meal periods were synthetic because most meal breaks were
26 rounded to exactly thirty (30) minutes. Class Counsel also theorized based on Plaintiffs' narrative
27 evidence that Defendant's supervisors routinely interrupted Class Members asking work related
28 questions after clocking out for their meal periods. However, Class Counsel note that some meal

1 period premiums were paid.

2 36. Class Counsel theorized that there are approximately 298,914 unique meal period
3 violations (*i.e.* meal periods that were missed, short, or were exactly 30 minutes in length)
4 excluding those meal periods where meal period premiums were paid. Thus, one calculation
5 performed by Class Counsel at mediation, assuming a twenty percent (20%) violation rate,
6 resulted in **Defendant's exposure for failure to provide compliant meal periods in a**
7 **conservative amount of \$1,025,275** [298,914 meal period violations x \$17.15/hour x 0.2
8 violation rate].

9 37. Class Counsel understands that Defendant makes the following defenses in
10 connection with this claim: Defendant argued that they had compliant meal period policies and
11 practices. Defendant argued that Settlement Class Members took timely and full meal periods, as
12 they were required to do. Defendant further contends that any instance of a Settlement Class
13 Member failing to take a compliant meal period was voluntary, in violation of their meal period
14 policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial.
15 Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were
16 due, the amount calculated by Class Counsel is excessive.

17 **Recovery of Damages for Non-Compliant Rest Periods**

18 38. Class Counsel theorized, based on documents and information produced by
19 Defendant and Plaintiffs' narrative evidence, that Defendant's rest period policies and practices
20 throughout the Class Period were non-compliant. Class Counsel understand from Defendant's
21 policy documents, as well as the reasons above regarding unpaid meal premiums, that Defendant's
22 practices were non-compliant. Class Counsel theorized based on data produced by Defendant that
23 non-payment of any rest break premium to Class Members raises a rebuttable presumption that
24 all rest periods throughout the Class Period were non-compliant.

25 39. Thus, one calculation performed by Class Counsel at mediation resulted in,
26 assuming a twenty percent (20%) violation rate, **Defendant's exposure for failure to provide**
27 **compliant rest periods in a conservative amount of \$1,131,334** (329,835 eligible shifts x 0.2
28 violation rate x \$17.15/hour).

40. Class Counsel understand that Defendant makes the following defenses in connection with this claim: Defendant argues that it had compliant rest period policies and practices. Defendant argues that Class Members took timely and full rest periods. Defendant contends that its policy requires their employees to take timely and full rest periods. Defendant further contends that any instance of a Class Member failing to take a compliant rest period was voluntary, in violation of their rest period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Finally, Defendant contends that a twenty percent (20%) violation rate is an exaggeration of non-compliant rest periods, if there were any. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

Recovery of Damages for Failure to Include Regular Rate of Pay for the Purpose of Calculating Overtime Pay

41. Class Counsel theorized from Plaintiff's narrative evidence, and documents and information produced by Defendant, that Class Members received non-discretionary bonuses during the Class Period. However, Class Counsel theorized, on the same bases, that these bonuses were not included in the regular rate of pay for the purpose of calculating overtime pay. Class Counsel theorized, based on documents produced by Defendant and analysis thereof by expert data consultants retained by Class Counsel, that, because of Defendant's failure to include these bonuses in the regular rate of pay for the purpose of calculating overtime pay, Defendant has a conservative exposure of \$9,115.

42. Class Counsel understand that Defendant argued the following in connection with this claim: Defendant contends that any bonuses paid were discretionary, and thus, are not to be included in the regular rate of pay for the purpose of calculating overtime pay under the applicable Wage Order. Defendant further defends that it did properly include all bonuses under the applicable Wage Order in Class Members' regular rate of pay for the purpose of calculating overtime pay, and thus, no monies are owed in connection with this theory either.

/ / /

Wage Statement Violations

43. Class Counsel understand from the data provided by Defendant that there were 34,000 during the relevant statutory time period for Class Members. If, in fact, Class Members worked every off-the-clock every shift as set forth above, and no rest premiums were paid, every wage statement would thus, Class Counsel theorized, violate Labor Code section 226. However, due to the derivative nature of wage statement penalties, as well as the requirement that Defendant's failure to comply with Labor Code section 226 be knowing and intentional, one calculation performed by Class Counsel at mediation, based on the initial penalty of fifty dollars (\$50) in light of Defendant's defenses, and applying a fifty percent (50%) violation rate, resulted in **Defendant's maximum exposure for wage statement violations in the amount of \$728,600** (29,144 pay periods x \$50/pay period x 0.5 violation rate).

44. Class Counsel understand that Defendant makes the following defenses in connection with this claim: Defendant contends that the wage statements issued to the employees fully complied with Labor Code section 226. Defendant contends that because it believes no wages are unpaid that, thus, there can be no derivative penalties. However, Class Counsel also understand the risks inherent in this claim if the above claims were not certified. Class Counsel also had to factor in, and did factor in, the risk that the Court would find there was no injury to Class Members even if the wage statements were inaccurate or that Defendant's conduct was not intentional, both of which are requirements of Labor Code section 226 before penalties can issue. Class Counsel also note that the calculation used does not take into account the fact that all Class Members did not work all pay periods and, therefore, Class Counsels' calculation does not take into account the maximum penalty of \$4,000 in Plaintiffs' exposure model used at mediation.

Waiting Time Penalties

45. Class Counsel theorized, based on relevant documents provided by Defendant that, under Labor Code section 203, Defendant is liable to pay each Settlement Class Member, who was terminated during the relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages due at the time of termination or resignation. Based on relevant documents provided by Defendant, there were approximately 439 Class Members who were terminated or

1 resigned during the relevant statutory period. Thus, one calculation performed at mediation by
2 Class Counsel, assuming a fifty percent (50%) violation rate, resulted in **Defendant's exposure**
3 **for waiting time penalties to be approximately \$903,462** (439 separated Class Members x
4 \$17.15/hour x 8 hours x 30 days x 0.5 violation rate).

5 46. Class Counsel understand that Defendant contends that there is no credence to
6 Plaintiffs' off-the-clock theory and that, thus, no waiting time penalties are owed based on that
7 theory. Finally, Defendant contends that its actions were not "willful" and that, thus, waiting time
8 penalties cannot be awarded. Thus, Defendant argued that no waiting time penalties are owed.

9 **Failure to Reimburse Work Expenses**

10 47. Class Counsel theorized that Defendant failed to reimburse Plaintiffs and Class
11 Members for work-related expenses because Defendant required Plaintiffs and other Class Members
12 to use their personal cell phones for work-related purposes. Additionally, Class Counsel theorized,
13 based on Plaintiffs' narrative evidence, that Plaintiffs and Class Members were required to purchase
14 replacement uniforms and pay to launder their uniforms. However, after investigation and diligent
15 inquiry, Class Counsel discounted this theory of liability at the time of mediation to focus on
16 Plaintiffs' other wage-and-hour claims, among others.

17 48. Class Counsel understand that Defendant argued the following: Defendant argued
18 that it did not require Class Members to use their cell phones for work-related purposes. Defendant
19 also argued that the personal cell phones were used by Class Members solely for personal tasks
20 and as such Defendant was not required to compensate them for such use. Defendant also argued
21 that they reimbursed all employees for all expenses incurred in furtherance of work. Thus,
22 Defendant contends that no monies under this theory.

23 **PAGA Penalties**

24 49. Class Counsel understand, as of the date of the Settlement Agreement, from the
25 time and payroll data provided by Defendant that there are approximately 18,088 pay periods in
26 the PAGA Period. Plaintiffs' claims in the Action under PAGA are substantially similar to those
27 described herein. PAGA penalties include penalties for initial violations and subsequent
28 violations. Defendant contends that only initial violation rates may be used instead of the

1 subsequent violation rates initially used by Class Counsel. With this in mind and because Class
2 Counsel through investigation and discovery did not come to the conclusion that Defendant at any
3 time was notified by any governmental entity that they violated any Labor Code sections presented
4 in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure model for Defendant
5 to include only initial violation rates.

6 50. While Class Counsel are informed and believe that reasonable minds differ with
7 regard to calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate
8 Defendant's maximum exposure in PAGA penalties as follows:

9 51. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an
10 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
11 violations, and a violation every single pay period for every single non-exempt employee in the
12 PAGA Period, this amounts to a maximum exposure of \$904,400 (18,088 x \$50).

13 52. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of
14 \$100 for an initial violation and \$250 for each subsequent violation. Using the initial pay period
15 rate for all violations and a violation every single pay period for every single Aggrieved Employee
16 in the PAGA Period, this amounts to a maximum exposure of \$1,808,800 (18,088 x \$100).

17 53. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
18 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
19 violations and a violation every single pay period for every single non-exempt employee in the
20 PAGA Period, this amounts to a maximum exposure of \$904,400 (18,088 x \$50).

21 54. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
22 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
23 violations and a violation every single pay period for every single non-exempt employee in the
24 PAGA Period, this amounts to a maximum exposure of \$904,400 (18,088 x \$50).

25 55. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021)
26 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty
27 for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial
28 violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate

1 for all violations and a violation every single pay period for every single Aggrieved Employee in
2 the PAGA Period, this amounts to a maximum exposure of \$1,808,800 (18,088 x \$100).

3 56. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of \$100 for
4 an initial violation and \$200 for each subsequent violation. Because this violation is merited only
5 at separation of employment, a 100% violation rate would likely include just one violation per
6 employee. The data produced by Defendant indicate that there were 480 Aggrieved Employees
7 whose employment was separated during the PAGA Period. This amounts to a maximum exposure
8 of \$48,000 (480 Aggrieved Employees x \$100).

9 57. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the
10 appropriate penalty for failure to reimburse work expenses, which prescribes penalties of \$100 for
11 an initial violation and \$200 for each subsequent violation. Using *only* the initial pay penalty of
12 \$100 for all violations, and a violation every pay period for each Aggrieved Employee in the
13 PAGA Period, this amounts to exposure of \$1,808,800 (18,088 x \$100).

14 58. Conclusion: In sum, Class Counsel calculated Defendant's total maximum
15 exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved
16 Employee every pay period and not exercise its discretion to reduce any of those penalties to be
17 **\$8,187,600**. Class Counsel understand from the mediator and the mediation process that
18 Defendant argued the following in connection with this claim: Defendant contends that no PAGA
19 penalties are likely to be awarded and, even if they were, the maximum exposure calculated by
20 Class Counsel is vastly overstated. First, Defendant defends that PAGA penalties cannot and
21 should not be stacked. Second, Defendant asserts that individualized issues predominate the
22 PAGA claims, making the claims unmanageable for trial. Third, Defendant denies that a violation
23 for each pay period can be established. Fourth, Defendant contends that a Court is unlikely to
24 exercise its discretion to award civil penalties under PAGA where, as here, there is no conduct
25 shown by Plaintiffs that would show any Labor Code violation by Defendant is knowing and
26 intentional. Defendant insists that this is especially true in this Action where class action damages
27 are available to Class Members, rendering an award of PAGA penalties in addition to class action
28 damages to be double recovery.

59. Class Counsel maintain that it is possible to recover the subsequent violation rate for penalties, that stacking is permissible, and that there is no manageability requirement under PAGA (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believes a ninety-five percent (95%) discount of this claim to be reasonable, resulting in a valuation of **\$409,380** as a reasonable estimate of the likelihood of what Plaintiffs may recover at trial for PAGA penalties (\$8,187,600 x 0.05).

Conclusion

60. When including derivative penalties, such as waiting time penalties, wage statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendant's maximum exposure to be approximately **\$4,403,382**. In all, Class Counsel obtained a Gross Settlement Amount of **\$575,000.00**. Particularly in light of the risks involving obstacles to class certification, all issues and risks related to liability, the issues with manageability at trial, the discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable and adequate settlements, Class Counsel strongly believe that the settlement reached is fair, reasonable, and adequate, and in the best interest of Class Members.

61. Moreover, \$57,500.00 of the Gross Settlement Amount was attributed to PAGA penalties. This allocation was decided mutually by the Parties and the mutual decision was based on: (1) the fact that damages are available for the failure to pay wage claims while only penalties are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full amount of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA penalties at all in light of the fact that damages are available for Class Members and it may find any further liability against Defendant unnecessarily punitive.

The Proposed Attorneys' Fees and Costs are Reasonable

62. Class Counsel seek an attorneys' fees award of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to \$191,666.66. Class Counsel may seek less than thirty-five percent (35%) at the time of final approval. Class Counsel also seek reimbursement of costs not to exceed \$165,000.00.

1 **The Requested Enhancement Awards to the Named Plaintiffs**
2 **and Class Representatives are Reasonable**

3 63. I am informed and believe Defendant does not oppose the requested enhancements
4 to Plaintiffs. Plaintiffs have readily participated in this matter through settlement, including being
5 subjected to extensive questioning during depositions and being available and answering questions
6 during mediation, for assuming the risks of being the named plaintiffs, and for providing Defendant
7 with a more expansive release of claims, including a waiver based upon California Civil Code
8 section 1542, in exchange for their enhancement awards. Class Counsel seek reasonable
9 enhancements of up to \$15,000.00 to each Plaintiff.

10 **Conditional Certification for Settlement Purposes**

11 **Ascertainability**

12 64. The Class Members' definition (*i.e.*, all current or former employees of Defendant
13 who were employed as hourly, non-exempt employees in the State of California during the Class
14 Period) is derived from the Operative Complaint, which complains of alleged violations of the Labor
15 Code sections that are chiefly and, in some instances, solely applicable to non-exempt, hourly-paid
16 employees.

17 **Numerosity**

18 65. Class Counsel understand from documents provided that Defendant identified at least
19 800 Class Members.

20 **Commonality**

21 66. This litigation is brought to resolve common issues that include whether Defendant
22 failed to pay for all hours worked; whether Defendant provided full, timely and un-interrupted meal
23 and rest periods; whether Class Members are entitled to premium pay for incomplete, untimely or
24 interrupted meal or rest periods, among other claims as set forth above.

25 **Typicality**

26 67. I believe Plaintiffs: (1) are non-exempt, hourly paid employees like other Class
27 Members; (2) complain of not being paid for all time under Defendant's control or suffered and/or
28 permitted to work for Defendant; (3) allege they did not receive premium pay for meal periods

1 that were not compliant with the Labor Code; and (4) allege they did not receive premium pay for
2 rest periods that were not provided, among others as set forth above. Thus, the Parties agree for
3 settlement purposes only that Plaintiffs' claims regarding policies and practices at the core of this
4 lawsuit are typical of the Class.

5 **Adequacy of Plaintiffs**

6 68. Class Counsel believe no conflicts, disabling or otherwise, exists between Plaintiffs
7 and Class Members because Plaintiffs allege to have been damaged by the same alleged conduct of
8 Defendant (*i.e.*, Plaintiffs are classified as non-exempt, hourly paid employees, were not paid
9 premium pay, etc.) and thus have the incentive to fairly represent all Class Members' claims to
10 achieve the maximum possible recovery.

11 **Qualifications**

12 69. I graduated with a Bachelor of Arts degree in Economics from the University of
13 California, Davis in 2016.

14 70. I received my Juris Doctorate from the UCLA School of Law in 2019.

15 71. After graduating from law school, I practiced law as a member of Murchison &
16 Cumming, LLP on a variety of matters on behalf of defendants.

17 72. Thereafter, I joined Bibiyan Law Group, P.C., practicing law on behalf of plaintiffs
18 in matters of employment law, and specifically on issue of unpaid wages and class action
19 settlements.

20 73. I am currently a Partner and senior attorney at Bibiyan Law Group, P.C. and head
21 of the Settlement Department. Among other tasks, I oversee and manage all settlements at Bibiyan
22 Law Group, P.C. I also oversee several attorneys, paralegals, and legal assistants and have
23 overseen the settlement of over one hundred (100) class and PAGA matters while with Bibiyan
24 Law Group, P.C.

25 74. I have also been appointed as Class Counsel in the past in the following actions:

26 • *Ramirez v. Sea-win*, Case No. 21STCV22026, California Superior Court, County of Los
27 Angeles, Honorable Lawrence P. Riff presiding;

28 • *Ortega Chavez v. Winpak Lane, Inc.* Case No. CIVSB2202274, California Superior

1 Court, County of San Bernardino, Honorable Jessica Morgan presiding;
2 • *Taat v. Acell. Inc.* Case No. 37-2022-00005437-CU-OE-CTL, California Superior
3 Court, County of San Diego, Honorable Matthew Brainer presiding;
4 • *Jordan v. The Martin-Brower Company.* Case No. 21STCV41435, California Superior
5 Court, County of Los Angeles, Honorable Stuart Rice presiding;
6 • *Williams v. Marrs.* Case No. 21STCV23775, California Superior Court, County of Los
7 Angeles, Honorable Stuart Rice presiding;
8 • *Russell v. Staffmark.* Case No. CVRI2103921, California Superior Court, County of
9 Riverside, Honorable Harold Hopp presiding;
10 • *Ortega Chavez v. Winpak Lane, Inc., et al.* Case No. CIVSB2202274, California
11 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
12 • *Carrasco v O.H. Barkhordar D.D.S., Inc., et al.* Case No. 22STCV21188, California
13 Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;
14 • *Correia v. Gallo Glass Company, et al.* Case No. CV-21-006459, California Superior
15 Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
16 • *Hernandez v Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
17 California Superior Court, County of Ventura, Honorable Henr Walsh presiding;
18 • *Moreno v. Infiniti Group LLC., et al.* Case No. CIVSB2223551, California Superior
19 Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;
20 • *Kelley v. Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
21 Court, County of San Bernardino, honorable Jessica Morgan presiding;
22 • *Helaire, et al. v. Smithfield Packaged Meats Corp., et al.* Case No. JCCP5244, California
23 Superior Court, County of San Bernardino, Honorable Jesica Morgan, presiding;
24 • *Davood v. NKSFB, LLC.* Case No. 22STCV17305, California Superior Court, County of
25 Los Angeles, Honorable Christopher Lui presiding.
26 • *Flores v. United Maintenance Company, Inc., et al.* Case No. 21STCV07008, California
27 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
28 • *Cabral v. Laser Care Specialists, A Professional Medical Corporation, et al.* Case No.

1 21STCV25443, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl
2 presiding;

3 • *Lopez Cabrera v. South Valley Almond Company, LLC, et al.* Case No. BCV-2-100722,
4 California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;

5 • *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.* Case No.
6 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F.
7 Highberger presiding;

8 • *Trigueros Garcia v. Highland Plastics, Inc., et al.*, Case No. CVRI2202836, California
9 Superior Court, County of Riverside, Honorable Harold Hopp presiding;

10 • *Magana Ramirez v. 360 Support Services, et al.* Case No. 22STCV20456, California
11 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

12 • *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California
13 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

14 • *Hernandez v. Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
15 California Superior Court, County of Ventura, Honorable Henry Walsh presiding;

16 • *Hernandez v. Central Valley Recovery Services, et al.* Case No. VCU290220, California
17 Superior Court, County of Tulare, Honorable Brett Hillman presiding;

18 • *Kelley v Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
19 Court, County of San Bernardino, Honorable Jessica Morgan presiding;

20 • *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-
21 CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats
22 presiding;

23 • *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California
24 Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;

25 • *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California
26 Superior Court, County of San Bernardino, Honorable David Cohn presiding;

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28 • *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior

1 Court, County of San Bernardino, Honorable David Cohn presiding;
2 • *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court,
3 County of Monterey, Honorable Thomas W. Wills presiding;
4 • *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California
5 Superior Court, County of Riverside, Honorable Harold Hopp presiding;
6 • *Vargas-Flores v. Barbor Bay Club, Inc., et al.* Case No. 21CV002396, California
7 Superior Court, County of Alameda, Honorable Michael Markman presiding;
8 • *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California
9 Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;
10 • *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior
11 Court, County of Los Angeles, Honorable Laura Seigle presiding;
12 • *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California
13 Superior Court, County of Alameda, Honorable Noel Wise presiding;
14 • *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California
15 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding
16 • *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California
17 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding; and
18 • *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior
19 Court, County of Imperial, Honorable Jeffery B. Jones presiding.

20 75. I have also settled matters on a “PAGA Only” basis for aggrieved employees in the
21 past, including in:

22 • *Bailey v. Cannon Constructors*, Case No. 21STCV38274, California Superior
23 Court, County of Los Angeles, Honorable Carolyn Kuhl presiding.
24 • *Johns v. Whelan Security of California, Inc., et al.* Case No. 22STCV68687, California
25 Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
26 • *Carrion v. Clutter, Inc., et al.* Case No. 23STCV06709, California Superior Court,
27 County of Los Angeles, Honorable Kerry Bensinger presiding;
28 • *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior

1 Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;

2 • *Pattingale v. Laird Family Estate, LLC et al.* Case No. 22CV000048, California Superior

3 Court, County of Napa, Honorable Cynthia P. Smith presiding;

4 • *London Young v. Amazon.com LLC, et al.* Case No. 21STCV38280, California Superior

5 Court, County of Los Angeles, Honorable Elaine Lu presiding; and

6 • *Latrice Ackles v. Brinker Restaurant Corporation, et al.* Case No. 22STCV19068,

7 California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding.

8
9 I declare under penalty of perjury under the laws of the state of California that the
10 foregoing is true and correct this September 8, 2026, at Los Angeles, California.

11
12 /s/ Vedang J. Patel

13 VEDANG J. PATEL
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