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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EMMANUEL RENERO, ALBERT AGUERO, YOBANY HERNANDEZ, JUAN PEDROZA, ARMANDO NEGRETE, and RAY DEGUZMAN, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

JOHNSON CONTROLS, INC.,

Defendant.

Case No. 22STCV11158
COMPLEX CASE (CLASS ACTION)

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. William F. Highberger
Dept: 10, SSC

DECLARATION OF TAYLOR B. GRAHAM IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[Filed concurrently with: Notice of Motion for Preliminary Approval of Class Action Settlement and Memorandum of Points and Authorities in Support Thereof; Declarations of the Named Plaintiffs; Declaration of Julie Green for CPT; and [Proposed] Order]

Date: October 13, 2025
Time: 2:00 p.m.

Complaint Filed: April 01, 2022
Trial Date: None Set

DECLARATION OF TAYLOR B. GRAHAM

I, Taylor B. Graham, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a partner of Pelton Graham LLP ("Pelton Graham"), attorneys of record for Emmanuel Renero, Albert Aguero, Yobany Hernandez, Juan Pedroza, Armando Negrete, and Ray DeGuzman (together, the "Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would testify competently thereto.

2. I submit this declaration in support of Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion").

Plaintiffs' Counsel's Qualifications

3. I am an active member of the Bar of the State of California, the State of New York, and the State of New Jersey. I have practiced employment law representing employees in class and collective action litigation for approximately fourteen (14) years. During that time period, I have appeared as lead or co-lead counsel in more than 100 employment cases in federal and state courts, including cases which I tried to favorable verdicts before juries, as well as several cases in which I argued appeals before several appellate courts in California and New York.

4. Since its inception, in or around 2008[1], Pelton Graham has almost exclusively focused on the prosecution of employment and consumer class actions, involving wage and hour claims, and unfair business practices. Currently, we are the attorneys of record in dozens of employment-related putative and certified class actions in both state and federal courts in the State of California and New York, and we are thus familiar with and able to evaluate the strengths and weaknesses of putative class claims and possible defenses to such claims.

5. A few examples of recent results Pelton Graham has achieved for its clients in the last year, include:

a. Pelton Graham represented a certified class of approximately 300 workers in a wage and hour action seeking unpaid prevailing wages for their work on public

[1] Prior to early 2016, when I became a named partner in the firm, the firm was called Pelton & Associates, PC.

works projects, as well as wage notification violations. Following classwide merits and expert discovery, the class was granted summary judgment as to liability, which was upheld on appeal. After a hearing on damages was held, the class was awarded a judgment in April 2024 of approximately $44 million.

b. Pelton Graham represented a certified class of workers in a wage and hour litigation with claims for unpaid off-the-clock work, wage statement violations, among other wage violations. After certification of the class and subclass, followed by expert discovery, the litigation settled at mediation in January 2024 for $5 million, and was granted final approval in December 2024.

c. Pelton Graham represented a certified class of workers in a wage and hour litigation with claims for unpaid prevailing wages for work on public works projects. After obtaining a certified class and conducting classwide merits and expert discovery, the litigation settled at mediation for $6.5 million in March 2024. The settlement received preliminary approval in June 2025.

d. Pelton Graham represented a group of workers in a federal wage and hour litigation for unpaid off-the-clock work and other wage and hour violations. After prevailing on a motion for an FLSA collective action and sending out notice to the collective, the parties engaged in pre-class certification discovery and ultimately agreed to mediation. In April 2024, the litigation settled on a classwide basis for $3 million and received final approval in June 2025.

6. In addition to the few examples listed above, in which Pelton Graham either obtained class action certification in a contested motion or in connection with approval of the settlement, Pelton Graham has also been appointed as class counsel or co-class counsel in the following matters over the last several years, which decisions are available on Lexis and/or Westlaw: *Amigon v. Safeway Constr. Enters., LLC*, No. 20-cv-5222-PK, 2024 WL 5040436, 2024 U.S. Dist. LEXIS 222474 (E.D.N.Y. Dec. 9, 2024); *McMillian v. Out-Look Safety LLC*, Index No. 657577/2019, 2024 N.Y. Misc. LEXIS 459 (Sup. Ct., N.Y. Cty Jan. 28, 2024); *Thomas v. JRCruz Corp.*, Index No. 511297/2020, 2023 N.Y. Misc. LEXIS 1704 (Sup. Ct., Kings Cty, Apr. 12, 2023); *Moses v. Consol.*

Edison Co. of New York, Inc., No. 18-cv-1200-ALC, 2023 U.S. Dist. LEXIS 57096 (S.D.N.Y. Mar. 31, 2023); *Mendez v. MCSS Rest. Corp.*, No. 16-cv-2746, 2022 WL 3704591, 2022 U.S. Dist. LEXIS 154102 (E.D.N.Y. Aug. 26, 2022); *Herbas v. Danella Constr. Of NY, Inc.*, Index No. 651884/2021, 2022 N.Y. Misc. LEXIS 38039 (Sup. Ct., N.Y. Cty, Apr. 12, 2022); *Porter v. MooreGroup Corp.*, No. 17-cv-7405-KAM-VMS, 2021 WL 3524159 (E.D.N.Y. Aug. 11, 2021), among several others.

Background and Procedural History

7. Plaintiffs initially filed a complaint on November 8, 2021, in the United States District Court for the Central District of California. Pursuant to Labor Code section 2699.3, subdivision (a), on November 18, 2021, Plaintiffs provided timely written notice to Defendant and the California Labor and Workforce Development Agency ("LWDA"), giving notice of their intent to pursue a representative action under the Private Attorneys General Act of 2004 (Lab. Code § 2698 *et seq.*) ("PAGA"), on behalf of themselves and the State of California, as well as on behalf of a proposed group of aggrieved employees.

8. After granting an extension of Defendant's time to answer the complaint, on January 5, 2022, the court issued an Order to Show Cause ("OSC") as to why the action should not be dismissed for lack of subject matter jurisdiction, and requesting briefing relating to jurisdiction under the Class Action Fairness Act (CAFA). Plaintiffs provided a response to the OSC regarding CAFA jurisdiction and also filed an amended complaint as of right, including additional allegations regarding subject matter jurisdiction, pursuant to CAFA. In response to the amended complaint, the Court issued another OSC, this time seeking information regarding diversity jurisdiction. After limited briefing from the Parties in response to the OSC, and an agreement between the Parties to file a further amendment to the complaint, the court *sua sponte* dismissed the case for lack of subject matter jurisdiction.

9. Pursuant to the Parties' agreement, on April 01, 2022, Plaintiffs filed their class action complaint in the Los Angeles County Superior Court, alleging causes of action against Defendant for: (1) Failure to Pay Prevailing Wages pursuant to Lab. Code §§ 1720 *et seq*; (2) Failure to Provide Wages When Due pursuant to Lab. Code §§ 201, 202, and 203; and (3) Violations of The Labor Code Private Attorneys General Act of 2004 pursuant to Lab. Code §§ 2698 *et seq*. (PAGA). In

particular, Plaintiffs alleges that Defendant had failed to pay prevailing wages and employee benefits to Plaintiffs and other employees for their work as "technicians" performing commissioning, programming, testing, inspection, troubleshooting, maintenance and/or similar work on HVAC, fire alarm, sprinkler systems, and/or other building controls systems on private and public works projects, pursuant to contracts or sub-contracts entered into by Defendant with various city governments and municipalities agencies throughout California. Plaintiffs also allege that Defendant failed to pay all wages due upon termination and/or separation from employment. Finally, Plaintiffs assert PAGA violations on behalf of themselves and the State of California, as well as on behalf of a proposed group of aggrieved employees

10. Defendant filed its Answer to the Complaint on July 15, 2022, asserting a general denial of each and every allegation contained in Plaintiffs' Complaint. Indeed, Defendant has denied, and continue to deny, any liability and wrongdoing of any kind associated with any of the allegations in the Action, and further denies any failure to comply with the laws identified hereinto. In particular, Defendant denies that the work performed by Plaintiffs was "covered work" under the Prevailing Wage Law, and therefore denies that Plaintiffs and putative class members were owed any such wages and denies that it failed to pay any wages owed upon separation. Finally, Defendant denies that the Action is appropriate for class treatment or representative adjudication for any purpose other than for settlement.

Settlement Negotiations and Exchange of Discovery

11. After approximately twelve (12) months of formal written discovery, including various disputes between the Parties concerning the appropriate scope of pre-class certification discovery, for which Plaintiffs sought the Court's assistance through Informal Discovery Conferences ("IDC"), the Parties ultimately agreed to seek a stay of formal discovery in order to engage in settlement negotiations through private mediation. To that end, the Parties retained experienced employment class action mediator Steve Mehta, Esq. and agreed to attend a mediation session on December 5, 2023.

12. The parties exchanged extensive written materials during more than two years of formal and informal discovery. Plaintiffs responded to interrogatories and document requests and

provided all relevant materials in their possession. Likewise, in the exchange of discovery, Defendant initially provided documents, which included payroll and project data for certain named Plaintiffs and for approximately 275 putative class members[2], for the period from October 2018 through June 2023. Plaintiffs' counsel utilized this data to create a classwide damages exposure model, which was exchanged with Defendant's counsel and the mediator, in advance of the first mediation.

13. During the first mediation session, Defendant produced certain fringe benefit data for the putative class, as well as materials concerning the prevailing wage applicability to the work performed by certain Plaintiffs and putative Class Members. Pursuant to an agreement between the Parties, following the mediation, Defendant produced a damages model which was created by Defendant's third-party data expert, and which took into account the benefits paid by Defendant to the class members. The Parties had several meet and confers relating to this damages model, which resulted in several revisions to the analysis, in part, to correct alleged errors in the calculations identified by Plaintiffs' counsel.

14. While the initial mediation session did not result in a settlement, over the following several months, the Parties continued to exchange additional information and records, with the goal of seeking a mediator's proposal to resolve the matter. After numerous additional discussions between counsel and the mediator, Defendant insisted on a further mediation session instead of a mediator's proposal. Consequently, on or about April 30, 2024, Plaintiffs chose to seek to lift the stay of discovery, in order to resume formal discovery in advance of Plaintiffs' anticipated motion for class action certification. At a post-mediation status conference with the Court on May 3, 2024, the Court lifted the stay on discovery.

15. The Parties continued to engage in formal written discovery, whereby Plaintiffs sought from Defendant, among other records, the wage and hour documents and contact information for the putative class members. After several additional IDCs with the Court, Defendant eventually produced all of the wage and hour records for the putative class members, as well as additional information concerning the public works contracts on which Plaintiffs and putative Class Members

[2] The Parties initially agreed to limit the scope of the putative class to technicians working out of the greater Los Angeles area, as opposed to throughout California. (Graham Decl. ¶ 19).

worked. In particular, Defendant exchanged an updated production of records for putative class, which included several spreadsheets and other materials setting forth the pay, hours, and project data for the entire Class for the period from October 2018 through November 2024. Finally, Defendant provided data demonstrating the back-wage prevailing wage payment amounts made to certain class members outside of the litigation, for which Defendant sought an offset as to the alleged prevailing wage damages for those individuals. Plaintiffs' counsel again analyzed the extensive data production to create a classwide damages model to facilitate the Parties' settlement negotiations at the second mediation session.

16. In addition, the Parties agreed to utilize the *Belaire-West* process to send notice to the putative class, providing them with the opportunity to opt-out from having their contact information disclosed to Plaintiff's counsel. To that end, Defendant provided the class list to the third-party administrator (CPT Group, Inc.) on December 4, 2024, who issued the *Belaire-West* notice on December 10, 2024.

17. The Parties attended a second mediation session with Steve Mehta, Esq. on December 23, 2024. During the mediation, the Parties determined that the Employee IDs under which the data had been produced to Plaintiffs by Defendant, had been modified in the data sets at some point during the relevant time period, giving the appearance that data was produced for nearly double the number of employees than those who were actually in the putative class. The number of putative class members in the data also did not match the number of putative class members to whom the *Belaire-West* notice was issued in December 2024. Accordingly, the second mediation session was in large part spent confirming the correct number of putative class members and modifying the damages model to comport with the correct number of workweeks and pay periods associated with the putative class.

18. Plaintiffs' counsel determined that the class damages model, based on the data provided by Defendant in December 2024, should have been based on 532 class members and 672,711 hours of work on public works projects. Based on this data, Plaintiffs' counsel calculated classwide damages in the following amounts: $10,386,049.18 in unpaid prevailing wages (including $1,987,477.13 in prevailing-wage interest), plus $2,782,298.10 in damages for derivative claims (i.e.,

wage statement and waiting time penalties). In addition, Plaintiffs' counsel calculated $1,091,461.60 in PAGA penalties, resulting in a total of $12,667,106.00[3] in estimated classwide damages.

19. Plaintiffs' unpaid prevailing wage claim has been the focus of this litigation since its inception and is by far the largest claim against Defendant in terms of estimated damages. In assessing the viability of Plaintiffs' claim for unpaid prevailing wages, Plaintiffs' counsel analyzed the "scope of work" for various trade classifications set forth by the California Department of Industrial Relations ("DIR") to determine which trade(s) encompass the technician and similar work on building controls systems performed by Plaintiffs and the putative class in accordance with the public works contract pursuant to which they worked. In addition, Plaintiffs' counsel reviewed various coverage determinations issued by the DIR, which affirmed that a broad range of duties such as testing, inspection, and maintenance work on fire sprinkler and alarm systems, performed pursuant to public contracts were eligible for prevailing wages. For purposes of calculating class damages for the parties' settlement negotiations, Plaintiffs' counsel utilized the voluminous wage and hour data produced by Defendant for the Plaintiffs and putative class members, which data contained the hours worked, wages paid, benefits provided, project location details, and work description, for each of the class members, which was compared to the DIR prevailing wage determinations in place throughout the relevant time period for the applicable trade classifications in each of the counties where the public works projects were located. Plaintiffs then multiplied the differential for each category of time worked by the total number of hours worked in that category to provide an estimation of the total amount of prevailing wages owed for regular-time work. Although Defendant began paying prevailing wage to certain class members on various projects since in or around 2021, and issued "restitution" payments to certain Class Members since this action commenced in 2021, throughout this action, there has been has significant factual and legal dispute concerning the applicability, if any, of the prevailing wage requirements to the work performed by Plaintiffs. Specifically, Defendant argued that the work performed by technicians consisted primarily of visual inspections and

[3] This amount excludes approximately $1,592,702.88 in prevailing wage "restitution" payments made by Defendant to putative class members during the pendency of this action. (Graham Decl. ¶ 21).

computer-related programming, as opposed to construction-like labor, thereby disqualifying the work from prevailing wage eligibility. In addition, Defendant argued that work performed under contract with certain chartered cities, as well as universities, were exempt from prevailing wage laws, where the projects involved internal work that were not matters of statewide public concern. Therefore, Defendant alleged that the work performed by Plaintiffs and putative class members on such projects was not trade work for which prevailing wages should have been paid. Based on these arguments, Class Counsel believes that a 40% discount should be applied to achieve a realistic damages estimate for the unpaid prevailing wage claim, which would therefore total approximately **$6,231,629.51** (including interest).

20. The derivative penalties (i.e., wage statement and waiting time statutory penalties and PAGA penalties) were calculated by taking into account the above claims, defenses, maximum liabilities and discounts, and the number of class members who fell within their respective statute of limitations. On this basis, the maximum potential liability of Defendant for wage statement penalties is $1,170,120.92, which was calculated as $50.00 for the first pay period and $100.00 for each subsequent pay period, capped at a maximum of $4,000.00 per class member. The maximum potential liability for Defendant for waiting time penalties is $1,612,177.18, which was calculated as 30 days' worth of wages for each eligible class member who had separated their employment from Defendant during the relevant time period. Finally, for the alleged Labor Code violations discussed above, Plaintiffs' counsel calculated the maximum PAGA civil penalties for the aggrieved employees to be $1,091,461.60, which was calculated as $100.00 per pay period for each of the aggrieved employees during the statutory period. Defendant nonetheless argued that, in light of its defenses, the discretionary nature of statutory and civil penalties, the lack of willfulness in the alleged violations, and the potential Due Process concerns that might arise from a punitive penalty award, it would be unrealistic to expect the Court to award the full amount. For purposes of reaching a settlement, Plaintiffs' counsel believes an 70% discount would result in a more realistic estimate for all derivative penalties, which would therefore total approximately **$834,689.43** in statutory penalties for wage statement and waiting time penalties and **$327,438.48**.

21. The discounted claims and penalties aggregate to **$7,393,757.42**.

22. While a settlement was not reached at the mediation session, the Parties agreed to permit the mediator to make a mediator's proposal. Based on the Parties' respective damages models and the negotiations at the two mediation sessions, on December 24, 2024, the mediator made a settlement proposal for the 532 class members, providing the Parties until January 24, 2025 to respond with their respective acceptance or rejection of the proposal. On January 24, 2025, the mediator reported that all Parties had accepted his proposal, resulting in the settlement of this Action. Over the next several months, the Parties drafted and finalized the long-form Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Agreement"), a fully-executed copy of which is attached hereto as **EXHIBIT 1**.

23. At all times, negotiations were adversarial and contentious, although still professional in nature.

24. Per agreement by the parties, on June 20, 2025, Plaintiffs filed a First Amended Complaint ("FAC" or the "Operative Complaint"), alleging an additional causes of action against Defendant for: (4) Failure to Pay Wages and Overtime Compensation pursuant to Lab. Code §§ 510,1194,1198; (5) Failure to Provide Accurate Itemized Wages Statements pursuant to Lab. Code § 226 (a). In addition, on June 17, 2025, Plaintiffs provided an Amended PAGA Notice to LWDA giving notice of their intent to include amended representative claims in the Action for civil penalties under PAGA, on behalf of themselves and the State of California, as well as on behalf of a proposed group of aggrieved employees. A copy of the Amended PAGA Notice to the LWDA is attached hereto as **EXHIBIT 2**.

25. After the Parties executed the Settlement Agreement, Plaintiffs submitted a copy of the Settlement Agreement to the LWDA on July 31, 2025. A copy of the confirmation email from the LWDA concerning the submission of the Settlement Agreement is attached hereto as **EXHIBIT 3**.

Fairness and Adequacy of the Proposed Settlement

26. Given my experience as a class action employment and wage and hour litigator, as outlined above, I believe the proposed Settlement addresses all of the allegations of violations of the Labor Code and PAGA by Defendant and provides adequate monetary relief to Plaintiffs and the

Class Members.

27. The Settlement Agreement provides for a Gross Settlement Amount of Seven Million Five Hundred Thousand Dollars and Zero Cents ($7,500,000.00). (Ex. 1 § 3.31). The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: PAGA Penalties in the amount of $300,000.00, allocated 75% ($225,000.00) to the LWDA and the Individual PAGA Payments, allocated 25% ($75,000.00) to the Aggrieved Employees; the Class Representative Service Payments for each of the six (6) Named Plaintiffs in the amount of $10,000.00 (totaling $60,000.00); Administration Expenses in the not to exceed amount of $10,250.00; Attorneys' fees of thirty percent (30.00%) of the Gross Settlement Amount, or $2,250,000.00; and Plaintiffs' counsel's reasonable litigation costs, in the amount of $29,023.45[4]. Assuming that the amounts allocated under the Settlement to these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to the Participating Class Members is currently estimated to be $4,850,726.55. In my experience, the monetary relief that Plaintiffs and the Class will receive for their claims through the Settlement is substantial.

28. Based on Plaintiffs' damages computation and associated discounts, *supra* ¶¶ 18-21, the estimated Net Settlement Amount results in approximately 66% of the realistic maximum recovery. Each of the 532 Settlement Class Members is eligible to receive an average net recovery of approximately $9,117.90, depending on the duration of their employment during the Class Period and their position(s) held with Defendant.

29. If the Settlement is approved, each member of the Settlement Class who does not submit a valid and timely request for exclusion from the Settlement, will be deemed a "Participating Class Member" and will receive their pro-rata share of the Net Settlement Amount.

30. In addition, each employee employed by Defendant in California who worked as a "technician" during the period from November 18, 2020 to the date of the Court's order granting preliminary approval ("PAGA Period") ("Aggrieved Employees"), will receive their pro-rata portion

[4] While the Settlement provides for reimbursement of Plaintiffs' counsel's litigation costs up to $30,000.00 (Ex. 1 § 3.2.2), to date, Plaintiffs' counsel has incurred $29,023.45 in costs and is therefore limiting the request to that amount.

of 25% of the PAGA Penalties, regardless of whether they are also a Participating Class Member. Given that Plaintiffs and the Class Members will receive adequate consideration for their Labor Code claims, I believe this recovery for the PAGA claims is adequate, as Plaintiffs did not place much value on these penalties because the Court could have exercised its discretion to reduce these penalties to avoid an oppressive result. *See* Lab. Code § 2699(e)(2).

31. The parties have agreed to retain CPT Group, Inc. as the settlement administrator ("Settlement Administrator"). CPT Group, Inc. has estimated their not to exceed total costs for administering the settlement at $10,250.00, which is to be paid out of the Gross Settlement Amount. A copy of the not to exceed bid is attached as Exhibit B to the Declaration of Julie Green on behalf of CPT Group, Inc., which is submitted contemporaneously herewith. The Settlement Administrator will be responsible for, *inter alia*, mailing the class notice, calculating the Individual Settlement Amounts allocated to the Settlement Class and PAGA Penalty amounts allocated to the Aggrieved Employees, and collecting and processing any Requests for Exclusion, Objections and/or disputes concerning Hours or PAGA Periods. If the Settlement is approved, the Settlement Administrator will also be responsible for maintaining the qualified settlement fund and distributing payments from the fund.

32. Any funds remaining from uncashed or cancelled settlement checks after the void date will be distributed by the Settlement Administrator to the California Controller's Unclaimed Property Fund.

33. Both the Settlement Class and Aggrieved Employees will be notified of the proposed Settlement by receiving in the mail the Notice of Class Action Settlement ("Notice"), the form and contents of which the parties agreed-to as part of the long-form Settlement Agreement. (*See* Ex. 1 [Settlement Agreement], Ex. A). In particular, the Notice describes the Settlement, the deadlines and procedures to submit a Request for Exclusion, Objection, and/or Hours or Pay Period Dispute, and the date and time set for the Final Approval Hearing. The Notice also apprises the Class Members of, *inter alia*, how their Individual Settlement Amount is calculated and the number of Hours and Pay Periods credited to them.

The Proposed Class Meets the Requirements for Conditional Certification

34. For settlement purposes only, the Parties have agreed to seek certification of the following class:

> All individuals who are or were employed by JCI in California who has performed commissioning, programming, testing, inspection, troubleshooting, maintenance and/or similar work on HVAC, fire alarm, sprinkler systems, and/or other building controls systems on public works projects, during the period from October 5, 2018 to the date of the Court's order granting preliminary approval (the "Settlement Class" or "Class Members").

35. Based on information provided by Defendant, the Class is estimated to consist of five hundred thirty-two (532) individuals (Ex. 1 § 9). The Class therefore satisfies numerosity.

36. The requirement of commonality is met because this case presents questions that are capable of resolution on a classwide basis. Based on the documents and information obtained through formal and informal discovery and exchange of information in this case, Plaintiffs contend that Class Members were subject to the same or similar operations and employment practices, policies, and procedures during the time period at issue. Plaintiffs' claims arise from Defendant's alleged uniform policy of, *inter alia*, failing to pay the prevailing rate of per diem wages, including overtime at least at the rate of one and one-half (1.5) times the basic rate of pay for work performed on the public works projects, failing to pay all wages due upon termination and/or separation from employment, and failing to provide accurate wage statements. Since these claims would rely on common proof for the Class Members, and no individualized questions would predominate over the common questions of fact and law relevant to proving these claims, the commonality requirement is satisfied.

37. The claims of Plaintiffs are typical of those of the Class because they raise the very same claims arising from the same type of injury – namely, Plaintiffs, like the other "technician" employees of Defendant, were not paid prevailing wages, including overtime for their work on public works projects, were not paid all wages owed upon separation, and were not provided with accurate wage statements. The typicality requirement is therefore met.

38. Plaintiffs do not have any conflicts with the Class Members, nor do their counsel. In fact, the interest of the Plaintiffs and the Class Members are aligned. All were allegedly not paid

prevailing wages, including overtime for work performed on the alleged public projects, were not paid all wages owed to them at separation, and were not provided with accurate wage statements, Plaintiffs have demonstrated their ability to advocate for the interests of the class members by initiating this lawsuit and continuing their participation through settlement. Moreover, Pelton Graham has significant experience in the area of employment class action litigation. Accordingly, Plaintiffs and their counsel have adequately represented the Class thus far and will continue to do so in connection with the proposed Settlement.

39. Finally, a class action device is the superior method of adjudication here. If the Class Members proceed on these claims as individuals, their many individual suits would require duplicative discovery and litigation. In contrast, the class action mechanism would efficiently resolve numerous substantially identical claims at the same time while avoiding a waste of judicial resources and eliminating the possibility of conflicting decisions from repetitious litigation. Plaintiffs are unaware of any issues that would render unmanageable the adjudication of Plaintiffs' class claims.

40. The undersigned is unaware of any pending lawsuits that would be impacted by the proposed Settlement Agreement.

41. Based on the above, Plaintiffs' counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class. Plaintiffs' counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation, given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 31st day of July, 2025, at San Francisco, California.

Taylor B. Graham