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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

AHMONE BRYANT and SUSAN RODGERS, individually and on behalf of all others similarly situated, Plaintiffs, v. BRINKER RESTAURANT CORPORTATION; BRINKER INTERNATIONAL, INC. and BRINKER INTERNATIONAL PAYROLL COMPANY, L.P., inclusive, Defendants.	Case No: CGC-23-608589 (lead case) Consolidated with Case No.: CGC-21-597124 **DECLARATION OF ROBERT OTTINGER IN SUPPORT OF PLAINTIFF SALDANA AND PLAINTIFF BRYANT'S MOTION FOR APPROVAL OF THE PAGA SETTLEMENT** Date: November 21, 2025 Time: 10:00 a.m. Location: Room 606 Judge: Jeffrey S. Ross

DECLARATION OF ROBERT OTTINGER

I, ROBERT OTTINGER, declare as follows:

1. I am an attorney in good standing duly admitted to the State Bar of California and attorney of record for Plaintiffs Ahmone Bryant and Veronica Saldana ("Plaintiffs") in this action against Defendants Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P. (hereafter, "Defendants").

2. Except for those matters stated on information and belief, of which I am informed and believe are true and correct, I have personal knowledge of all matters set forth herein. If called as a witness, I could and would competently testify thereto.

I. My Experience and My Firm's Experience

3. My firm, The Ottinger Firm, P.C., is an employment law firm with offices in New York and San Francisco. We have been focusing on employment law since 1999 and have represented thousands of people over the years in various employment matters, including wage & hour class actions and cases pursuant to the Private Attorneys General Act ("PAGA").

4. I graduated from Loyola Law School and received my Juris Doctor in June 1991. I received a B.A. degree from East Stroudsburg University in 1986. I have over 20 years of legal practice experience since graduating from law school in 1991. I was admitted to practice in California in December 1991, and in New York in 1996. I began my career by clerking for Judge Robert M. Mallano of the California Superior Court in Los Angeles, California from December 1991 to 1993 and, from 1993 to 1995, working as a Deputy Attorney General for the California Department of Justice where I handled criminal appeals and trials. From 1995 to 1997, I worked as an Assistant Attorney General at the New York State Attorney General's Office where I handled employment and civil rights matters in federal court, including serving as lead trial counsel in over twelve federal jury trials involving civil rights and employment discrimination matters. I worked from 1997 through 1999 as an associate at the firm of Dienst & Serrins where I managed the firm's employment practice, represented plaintiffs in a wide range of employment matters, and served as lead trial counsel in 3 federal jury trials. Accordingly, The Ottinger Firm requests a rate of $850.00 per hour for my work on this case.

5. I started the Ottinger Firm in 1999. At the Ottinger Firm, I served as lead counsel in over two hundred employment cases involving a wide range of legal claims, a role in which I continue to engage. I have handled Fair Labor Standards Act cases since 2008. The Ottinger Firm, in addition to this case, has handled numerous class actions involving wage and hour claims and PAGA cases. The Ottinger Firm has represented or continues to represent Plaintiffs in, among others, the following class and/or representative actions:

a. *Spencer v. Bargain Land*, 10-CV-957 (E.D.N.Y)

b. *Mas v. Cumulus Media Inc.*, 10-CV-01396 (N.D. Cal)

c. *Fouathia v. Gurwitch Products*, 10-CV-6411(S.D.N.Y)

d. *Me Gomez v. Bloomberg Technology, Inc.*, 10-CV-6412 (S.D.N.Y)

e. *Bardouille v. Goldman Sachs & Co.*, 10-CV-6412 (S.D.N.Y.)

f. *Ellis v. Ben's Asphalt, et al.*, 30-2009-00329394 (Cal. Orange Co. Sup. Court)

g. *Parnell v. Kroll On Track, Inc.*, 11-CV-0473 (S.D.N.Y)

h. *Landin v. UBS*, 10-CV-711 (S.D.N.Y)

i. *Mas v. Cumulus Media Partners*, 10-CV-1396 (N.D. Cal.)

j. *Martinez v. Forest Laboratories*, 10-CV-06032 (S.D.N.Y)

k. *Orgill v. Ingersoll-Rand Company*, 101142-2010 (S.D.N.Y)

l. *Staley v. Lifetouch, Inc.*, 10-CV-3464 (N.D. Cal)

m. *Dorn v. Eddington Security, Inc.*, 08-CV-10271 (S.D.N.Y)

n. *Olivia v. Executive Cellular Phones, Inc.*, 11-CV-3994 (S.D.N.Y)

o. *Vosilla v. Novo Nordisk, Inc.*, 11-CV-3744 (E.D.N.Y)

p. *Chisholm v. Sanofi-Aventis U.S. LLC*, 11-CV-7758 (S.D.N.Y)

q. *McKenzie v. Schulte Roth & Zabel, LLP*, 11-CV-3991 (S.D.N.Y)

r. *Cruz v. Shiseido Americas, Inc.*, 11-CV-6622 (S.D.N.Y)

s. *Doyle v. MapMyFitness*, 11-CV-05879 (D.N.J)

t. *Butt v. Megabus Northeast, LLC*, 11-CV-3993 (S.D.N.Y)

u. *Gomez v. Gravitas Technology, Inc.*, 10-CV-6412 (S.D.N.Y)

v. *Szu v. TGI Friday's, Inc.*, 12-CV-2707 (E.D.N.Y)

w. *Keller v. Axa Equitable Life Insurance Company*, 12-CV-4565 (S.D.N.Y)

x. *Lebron v. Apple-Metro, Inc.*, 12-CV-1870 (S.D.N.Y)

y. *Dalton v. Gem Financial Services, Inc.*, 15-CV-05636 (E.D.N.Y)

z. *Earhart et al. v. Squaw Valley Resort, LLC, et al.*, 21vcm49 (Mono Co. Sup. Ct.)

aa. *Sanchez, et al. v. Hearst Communications, Inc.*, 20-cv-5147 (N.D. Ca.)

bb. *James, et al. v. J.J. Keller & Associates Inc.*, 21STCV10996 (Los Angeles Co. Sup. Ct.)

cc. *Salazar v. Kael Foods*, CGC-21-588813 (San Francisco Co. Sup. Ct.)

6. Among these cases, The Ottinger Firm has been appointed as class counsel in *Barouille v. Goldman Sachs & Co.*, 10-CV-4285, (S.D.N.Y); *Mas v. Cumulus Media Partners,* 10-CV-1396 (N.D. Cal); *Landin v. UBS*, 10-CV-711, (S.D.N.Y); *Martinez v. Forest Laboratories*, 10-CV-06032, (S.D.N.Y); *Orgill v. Ingersoll-Rand Company*, 101142/2010, (S.D.N.Y); *Butt v. Megabus Northeast, LLC*, 11-CV-3993, (S.D.N.Y); *Gomez v. Gravitas Technology, Inc.*, 10-CV-6412, (S.D.N.Y); *Fouathia v. Gurwitch Products*, 10-CV-6411, (S.D.N.Y); *McKenzie v. Schulte Roth & Zabel, LLP*, 11-CV-3991, (S.D.N.Y); *Dorn v. Eddington Security*, 08-CV-10271, (S.D.N.Y), (co-counsel with Outten & Golden LLP); *Sanchez, et al. v. Hearst Communications, Inc.*, 20-cv-5147 (N.D. Ca.), (co-counsel with Outten & Golden LLP), *Salazar v. Kael Foods*, CGC-21-588813 (San Francisco Co. Sup. Ct.), *James, et al. v. J.J. Keller & Associates Inc.*, 21STCV10996 (Los Angeles Co. Sup. Ct.), and *Lebron v. Apple-Metro, Inc.*, 12-CV-1411, (S.D.N.Y).

7. Attached hereto as **Exhibit 1** is a true and correct copy of the Memorandum of Points and Authorities in Support of Plaintiff's Motion to For Approval of PAGA Settlement.

8. Attached hereto as **Exhibit 2** is a true and correct copy of the Memorandum of Understanding (hereafter, the "Memorandum of Understanding" or "MOU").

9. Attached hereto as **Exhibit 3** is a true and correct copy of the Amended PAGA Notice filed July 30, 2025 with the Labor Workforce Development Agency ("LWDA") by Plaintiffs Saldana and Bryant.

10. Attached hereto as **Exhibit 4** is a true and correct copy of the confirmation that this motion and the MOU have been filed with the LWDA.

II. **Procedural Background**

11. Defendants own and operate a national chain of casual dining restaurants across the United States and operates approximately 105 separate restaurants in California under the name Chili's Grill & Bar ("Chili's"). Plaintiffs were employed by Defendant as non-exempt employees in California during the PAGA Period. Plaintiff Saldana was employed by Defendants as a Server at the Manteca Chili's restaurant, located at 2262 Daniels Street, Manteca, CA 95337, from approximately April 24, 2017, to November 25, 2020. Plaintiff Bryant was employed by Defendants as a Server at the Carson Chili's restaurant located at 20760 Avalon Blvd., Carson, CA 90746, from approximately January 30, 2023, to May of 2023. Plaintiff Rodgers was employed by Defendants as a To Go Specialist from approximately July 2022 to January 2023 at the Concord Chili's restaurant located at 1501 Concord Ave., Concord, CA 94520.

12. On November 9, 2021 Plaintiff Saldana filed an initial PAGA notice with the Labor Workforce Development Agency alleging labor code violations by Defendants including failure to provide meal and rest periods, and failure to pay required premiums for being forced to work through those breaks.

13. On December 14, 2021, Plaintiff Saldana filed *Veronica Saldana v. Brinker Restaurant Corporation et al.*, Case No. CGC-21-597124 ("*Saldana*") a class action alleging Labor Code violations, and on December 29, 2025, filed a First Amended Complaint claiming penalties pursuant to the PAGA and removing the class claims against Defendants.

14. In or around May 2023, The Ottinger Firm, P.C. learned of another firm, King & Siegel LLP, intending to bring substantially similar claims against Defendants. The firms agreed to work as co-counsel and to include King & Siegel's client, Susan Rodgers, as a named Plaintiff.

15. The instant action was filed by Plaintiffs Bryant and Saldana on August 23, 2023, for claims pursuant to PAGA after Defendants refused to consent to a Second Amended Complaint in Saldana to add additional Plaintiffs.

16. On November 2, 2023, Defendants filed their Answer to the Complaint in *Bryant* citing numerous affirmative defenses including no willful violations, voluntary refusal of meal periods and rest breaks, and manageability of the case to be heard as a PAGA representative matter.

17. During the pendency of both *Saldana* and *Bryant* another class action and PAGA representative case was pending against Defendants, *Hale, Gomez v. Brinker International Inc. et al.* Case No. 3:21-cv-09978-VC ("*Hale*"). The *Hale* matter was filed on November 18, 2021, as a PAGA representative and class action against Defendants in Los Angeles Couty Superior Court Case No. 21CV002855, premised on the same underlying Labor Code Violations as the *Bryant* and *Saldana* matters. *Hale* was subsequently removed to the Northern District of California. The Plaintiffs in *Hale* filed a Motion for Class Certification on September 26, 2024. On February 6, 2025, the Motion for Class Certification in *Hale* was denied.

18. On November 7, 2024, the Plaintiffs in both *Saldana* and *Bryant* engaged in mediation with the assistance of mediator Dave Carothers to seek a resolution for both matters. A resolution was reached that day, with a total settlement amount of $1,675,000.00. Defendants produced substantial documentation to allow Plaintiffs' counsel to calculate potential damages, and then after a settlement in principle was reached, to confirm the appropriateness of the settlement prior to execution of the MOU. These documents included: time punch and payroll records for all allegedly aggrieved employees, Defendant's policy and procedure documents including explanatory materials of timekeeping tools, skip reports and documents previously produced in *Hale*. The post-settlement supplemental documents included time punches, payroll records, and skip reports from October 2024 to March 2025. The MOU was drafted after further negotiations on the specific terms and was fully executed as of February 21, 2025.

19. In April 2025 *Saldana* and *Bryant* were consolidated pursuant to a stipulation by counsel for all Plaintiffs for the purpose of simplifying the approval process for the PAGA settlement.

20. Plaintiff Rodgers and her counsel are attempting to back out of the settlement, and the Parties were not able to execute a longform settlement agreement with all signatories to the MOU. Plaintiffs Saldana and Bryant, along with Defendants, now move to enforce the MOU and the settlement terms applicable to the PAGA claims.

III. <u>The Settlement Terms</u>

21. Under the settlement, as outlined in the MOU, Defendants will pay a non-reversionary settlement amount of $1,675,000 (the "Maximum Settlement Amount" or "MSA"). The MSA is inclusive of payments to the LWDA and Aggrieved Employees, costs of settlement administration and reasonable attorney's fees and costs. After payment of settlement administration costs, Plaintiffs' service awards, and reasonable attorney's fees and costs from the MSA, Plaintiffs presently estimate about $968,333.33 will remain (the "Net Settlement Amount" or "NSA"). Seventy-five percent of the NSA (about $726,250.00) will go to the LWDA, and the remaining 25% (about $242,083.33) will be distributed to the Aggrieved Employees. The NSA will be allocated to Aggrieved Employees on a payperiod basis, as calculated by the Settlement Administrator. Aggrieved Employees who worked for Defendants for more workweeks, and likely experienced more of the alleged violations, will therefore be compensated proportionately.

22. The Parties have jointly selected CPT Group as the Settlement Administrator. The Settlement Administrator has submitted a bid for the Administration Fee of no more than $65,000.

23. Defendants will fund the MSA within 21 days of being provided the final accounting of funds by the settlement administrator, which shall be in within 10 calendar days of the "Effective Date." The Effective Date is 65 days after the Court has entered an Order and Judgment approving the settlement terms.

24. The MOU releases civil penalty claims brought under PAGA for all labor code violations referred to in the July 31, 2025, Amended PAGA Notice. Released claims are specifically those for "civil penalties under the Private Attorneys General Act" and nothing in the release prevents Aggrieved Employees from pursuing their individual claims against Defendants. Only the named Plaintiffs are subject to general releases that cover all claims leading up to the execution of the MOU. Counsel for Plaintiff Rodgers, Eliot Siegel, specifically negotiated the terms of the release found in the MOU.

25. The PAGA Release Period, from September 14, 2020, to the date of the Court's approval of the settlement (subject to the escalator clause) was agreed upon by all Parties, and Defendants have thereby waived any statute of limitations defense to the September 2024 start date.

IV. The Settlement is Fair, Adequate , and Reasonable

26. At mediation, the following labor code violations were argued, and Defendants raised the following counter arguments, which impacted the decision by Plaintiffs, supported by the mediator, to discount from the maximum potential violations to arrive at the MSA of $1,670,000. As explained in detail below, Defendants raised various defenses to each of Plaintiffs' claims which could have prevented Plaintiffs from recovering any penalties under PAGA. Defendants have already successfully deployed many of these arguments in their opposition to the *Hale* Motion for Class Certification. Plaintiffs thus faced a high risk going forward with litigation, and it could have taken years to realize any recovery in this action after trial and potential appeals.

27. **Meal and Rest Periods:** Plaintiffs allege that even though Defendants' written meal and rest period policies seem facially compliant, scheduling policies and understaffing resulted in lunches that were almost always either missed completely, untimely, or cut short, resulting in violations. Plaintiff's claims are supported by Defendant's punch records which, for the vast majority of pay periods, do not show employees clocking in and out for meal periods, creating a rebuttable presumption that meal periods were not offered. On the rest break claims, Plaintiffs likewise allege employees did not receive all required rest breaks and argued that Plaintiffs and other Aggrieved Employees regularly worked through rest periods in order to meet the demands of their jobs and were not informed of their right to take a rest break. Plaintiff's rest-period claims are supported by the fact that the pay records that Brinker produced reveal that Brinker never paid a single rest period premium to any of its employees. For both types of breaks, Defendants did not maintain a policy to account for coverage during these breaks.

28. Defendants, however, can show they presented employees with an attestation at the end of each shift where employees affirmed wither or not they were provided meal and rest break periods, and that if they chose not to take a meal break, it was their choice. Employees had to affirm or deny these attestations at the end of every shift.

29. Defendants also presented, in opposition to the Motion for Class Certification in *Hale,* fifty declarations from other employees of Chili's Grill & Bar that they were able to take compliant rest breaks and could have taken unpaid, compliant meal breaks but generally chose not

to in order to avoid prolonging their shifts or missing out on tips. Defense expert Robert Crandall also provided a report demonstrating that there were consistently slow times during lunch and dinner shifts that allow employees to take breaks without needing coverage.

30. The Northern District, in their denial of the *Hale* Motion for Class Certification, found that the attestations related to meal breaks would not be dispositive of whether there were violations, and that it is likely there are employees who both felt coerced to waive their meal breaks, and those who did not.

31. **Failure to Reimburse**: Plaintiffs contend that Brinker had reason to know that employees were incurring expenses related to the use of their personal cell phones, as they expressly required use of the program HotSchedules which employees downloaded onto their personal cell phones and were not reimbursed for. Defendants, however, argued that buying the HotSchedules application is not required of employees, and that it can be used on any web browser, therefore use of their personal cell phones was a voluntary convenience for employees, not a requirement under Brinker policies.

32. **Regular Rate Calculations and Off the Clock Work**: Plaintiffs contend that during the PAGA period, Brinker failed to include all non-discretionary remuneration, including but not limited to, bonuses and other incentives in employees' regular rate of pay for purposes of overtime compensation. Plaintiffs alleged that this practice resulted in underpayment of overtime wages to the aggrieved employees. Defendants opposed this allegation in mediation, and ultimately there was not sufficient evidence in the pay records provided to establish a substantial violation rate for this issue.

33. Plaintiffs also contend that common policies and practices that caused employees to work off-the-clock after the end of their shift. Plaintiffs claim Defendants exerted pressure on employees to clock out before finishing their duties to avoid triggering overtime, then at the end of their shift, employees were required to provide the receipts along with the cash received from customers as payment to the manager. The Plaintiffs further claim that managers were often busy with customers or other employees ending their shift, causing employees to be on site for extended periods after they had clocked out.

34. **Derivative Claims:** Plaintiffs allege that the statements provided by Defendants are inaccurate given that they do not include the actual hours worked by each employee during each pay period, or the pay that they were entitled to for missed meal/rest periods and/or for work. In addition, Plaintiffs point out that many of the wage statements issued by Brinker failed to include reimbursement for losses incurred at the direction of Brinker, i.e. the cellphone charges alleged above.

35. Finally, Plaintiffs assert that these labor code violations -- (1) failure to pay meal period premium payments for missed/late/short meal periods; (2) failure to pay rest period premium payments at all; (3) failure to properly compensate employees for off-the-clock work and overtime and (4) failure to reimburse employees for necessary expenditures incurred -- each independently trigger waiting time penalties under the PAGA.

36. **Potential Penalties:** Based on the data provided by Defendants prior to mediation Plaintiffs estimated Defendants' maximum PAGA exposure at approximately $69,000,000.00 for the key sources of liability – failure to pay meal period premiums, failure to pay rest period premiums, failure to compensate employees for off-the-clock work and overtime, and failure to reimburse employees for necessary expenditures as well as the derivative claims of waiting time penalties and wage statement penalties. Plaintiffs calculated the total estimated maximum penalties as follows, based 553,338 pay periods estimated at the time:

- **Failure to Pay Minimum Wage (off the clock work) - $16,600,140** based on an estimated violation rate of 30%. [$100.00 for the initial penalty and $250.00 for subsequent violations. (Lab. Code, § 1197.1, subds. (a)(1)-(2).]
- **Overtime Violations - $11,066,760** based on an estimated violation rate of 40%[1] (representing the average number of shifts over 8 hours). [Initial PAGA penalty of $50.00, and a subsequent penalty of $100.00. (Lab. Code, § 558, subds. (a)(1)-(2).]
- **Failure to Reimburse - $11,066,760** based on an estimated violation rate of 20%[2].

[1] Based on a review of the documents produced by Defendants, approximately 40% of the shifts during the PAGA period were over 8 hours.
[2] This violation rate is an estimate based on the competing evidence that employees were required to use HotSchedules but could have avoided paying for the app or using their personal cell phones by using a computer.

$100-per-pay-period penalty recoverable under PAGA. (Lab. Code, § 2699, subd. (f)(2).)

- **Meal Period Violations - $9,406,746** based on a 17%[3] violation rate

  $100-per-pay-period penalty recoverable under PAGA (Lab. Code, § 2699, subd. (f)(2).)

- **Rest Period Violations - $9,406,746** based on a 17% violation rate.

  $100-per-pay-period penalty recoverable under PAGA (Lab. Code, § 2699, subd. (f)(2).)

- **Wage Statement Violations** - **$9,406,746** based on a 17% violation rate.

  $100-per-pay-period penalty recoverable under PAGA (Lab. Code, § 2699, subd. (f)(2).)[4]

- **Waiting Time Penalties -** $**2,155,400** based on 21,554 terminated employees

  $100-per-pay-period penalty recoverable under PAGA (Lab. Code, § 2699, subd. (f)(2).)

37. During the course of mediation Plaintiffs agreed to substantially discount these estimates in light of Defendants' many procedural and merits defenses detailed above, and those discounts have been reinforced by the Northern District's denial of the Motion for Class Certification in *Hale* which acknowledged the evidence against the alleged labor code violations, in particular the meal period violations.

38. In addition to the defenses raised for each violation, Plaintiffs considered the 2024 amendments to PAGA which prevent stacking of penalties – courts may now refuse to grant penalties where multiple violations are sought for the same underlying conduct. (Lab. Code § 2699(h)(3)(i).) Though the new legislation would not apply to this matter retroactively, courts have the power to adjust penalties to avoid unjust, arbitrary and oppressive, or confiscatory awards and the new law represents an aversion to penalties which have been greatly increased through stacking. (Lab. Code § 2699(e)(2).)

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[3] Plaintiffs extrapolated this violation rate form the 2021 data produced by Defendants based on the number of shifts where employees worked over 5 hours, did not complete the meal and rest period attestation, and were not paid a meal period premium.

[4] Documents produced by Defendants indicate that they did not fail to issue wage statements nor did they fail to maintain those records, therefore the higher penalty of $250 per violation pursuant to Lab Code § 226.3 arguably does not apply. See *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 355, 287 Cal. Rptr. 3d 229, 248 (2021).

V. Attorney's Fees and Litigation Costs

39. Attached as **Exhibit 5** are true and correct copies of my firm's time records for this case.

40. The requested attorney and paralegal rates are reasonable in view of the qualifications of the staff who worked on this case. For the 375 hours of attorney and paralegal time expended by the firm on this case, this results in a lodestar of $220,117.

41. Attached hereto as **Exhibit 6** are true and correct copies of my firm's costs records for this case to date showing that the firm has incurred approximately $41,508.20 in costs for both *Saldana* and *Bryant*.

42. Melanie Proctor is a senior employment attorney at The Ottinger Firm, P.C., and her contribution to the case was significant for its success. The Ottinger Firm requests a rate of $850.00 per hour for her work on this case.

43. Lynsey Johnson was an employment attorney at The Ottinger Firm, P.C. from September 2023 to December 2024. Ms. Johnson has extensive experience in employment law and complex litigation and she represents employees in employment representative and class action lawsuits at both the state and federal levels. Ms. Johnson received her Juris Doctorate from the University of California, College of the Law, and a Bachelor of Arts with honors in Politics from The University of San Francisco. Ms. Johnson has been recognized by The Best Lawyers in America, "Ones to Watch: Labor and Employment Law – Management" for two consecutive years (2022 and 2023). The Ottinger Firm requests a rate of $750.00 per hour for Ms. Johnson's work on this case.

44. Molly Hoot was an associate at The Ottinger Firm, P.C., and their contribution to the case were significant for its success. The Ottinger Firm requests a rate of $750.00 per hour for their work on this case.

45. Paraskevi Batsikas, Brian Walker, Finn Dusenbery, and Kyle Wilson were associates at The Ottinger Firm, P.C., and their contribution to the case were significant for its success. The Ottinger Firm requests a rate of $650.00 per hour for all of the associates' work on this case.

46. Shiva Shah was an associate attorney the Ottinger Firm, P.C., who contributed to the success of this case. The Ottinger Firm requests a rate of $500.00 per hour for Ms. Shah's work on this case.

47. Katherine Roussos is an employment attorney at The Ottinger Firm, P.C. who came to the firm with five years of experience as an attorney working in civil litigation. She has worked on this case throughout the settlement approval process including drafting the previous Motion to Sever. The Ottinger firm requests a rate of $750 per hour for Ms. Roussos' work on this case.

48. Jolen Medwid was a paralegal at The Ottinger Firm, P.C. Ms. Medwid has over sixteen years of experience as a paralegal in various areas of law, with a primary focus on employment law over the last nine years. Ms. Medwid has assisted with arbitrations, wage and hour class actions, discrimination/harassment/retaliation lawsuits, negotiations of various employment agreements, charges filed with the EEOC and/or other state agencies, and National Labor Relations Act charges and union grievances. In 2001, Ms. Medwid graduated from Northeast University with a bachelor's degree in Criminal Justice and earned her Paralegal Certificate in 2004 from University of North Carolina, Wilmington. The Ottinger Firm requests a rate of $260.00 per hour for Ms. Medwid's work on this case.

49. Tim Hansen was a paralegal at The Ottinger Firm, P.C. Mr. Hansen has over five years of experience spanning across multiple practice areas including family law, intellectual property, personal injury, and employment law. In 2018, Mr. Hansen graduated from Regent University, *magna cum laude*, with a bachelor's degree in Paralegal Studies. Mr. Hansen has worked as a paralegal focusing on employment law related matters for over one year. The Ottinger Firm requests a rate of $260.00 per hour for Mr. Hansen's work on this case.

50. Joanna Fernandes was a paralegal at the Ottinger Firm, P.C., who contributed to the success of this case. The Ottinger Firm requests a rate of $350.00 per hour for Ms. Fernandes's work on this case.

51. Michelle Proctor, Mary Slattery, Erin Conn, Taj Singh, Hyung Joon Kim, Presley Rumesy and Janel Smith were paralegals at the Ottinger Firm, P.C., who all contributed to the

success of this case. The Ottinger Firm requests a rate of $260.00 per hour for all of the aforementioned paralegals' work.

52. Meaghan Taggart is a paralegal at the Ottinger Firm, P.C. The Ottinger Firm requests a rate of $260.00 per hour for Ms. Taggart's work on this case.

53. Zachary McCarthy is a legal assistant at the Ottinger Firm, P.C. The Ottinger Firm requests a rate of $260.00 per hour for Mr. McCarthy's work on this case.

54. Our previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request, as does the caliber of opposing counsel. Our experience in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendants and the reasonableness of the aettlement. Practice in the narrow field of wage and hour litigation, especially in PAGA cases, requires particular attention to nuances concerning ever-evolving procedural and substantive issues. Because it is reasonable to compensate us commensurate with skill, reputation, and experience, the requested fee award warrants this Court's final approval. Furthermore, we zealously litigated this matter against Defendant's Counsel, who themselves have extensive experience in employment law.

55. The Ottinger Firm P.C. should be compensated for undertaking these risks on a pure contingency basis. Since undertaking representation of Plaintiffs our firm has borne all the costs of litigation without receiving any compensation to date for the claims in this case. During this time, they will have expended more than $41,508.20 in costs, and devoted significant time to this litigation. Their efforts have included, among other things, conferring with Plaintiff to identify and gather information about the claims in this lawsuit, drafting pleadings, reviewing pay and time records from Defendants, drafting a detailed mediation brief, participating in mediation, drafting, finalizing, amending, and obtaining approval of the Settlement, and addressing post-Settlement issues such as the claims administration process. Given the considerable potential for adverse outcomes in this case, the contingent risk was great. This litigation also took a considerable amount of time and effort that the firm could have spent on other cases, albeit hourly cases or lower risk contingency cases. The quality of the firm's work, and the efficacy and dedication with which it was

performed, should be compensated. (See, e.g., *J.N. Futia Co. v. Phelps Dodge Indus., Inc*. (S.D.N.Y. 1982) 1982 U.S. Dist. LEXIS 15261.)

56. The Enhancement Awards for Plaintiffs are also entirely reasonable given their efforts in this case and the risks they undertook on behalf of the Aggrieved Employees and the State. Here, Plaintiffs advanced the interests of the Aggrieved Employees and the State by, among other things, speaking with counsel, gathering documents, providing counsel with extensive information about Defendants' policies and practices with respect to the wage and hour claims at issue, and assisting counsel in preparing for the mediation. Plaintiffs took the personal risk of potentially facing intrusive discovery and disclosure to future employers that they sued a former employer, making their future uncertain. Finally, Plaintiffs are agreeing to a broader release of claims unlike the other Aggrieved Employees. Given these considerations, the modest enhancement award to Plaintiffs is appropriate and justified as part of the Settlement.

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

Executed on October 9, 2025, at San Francisco, California.

Declarant
Robert Ottinger