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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

RAMON GOMEZ and BROCK LOUCKS, on behalf of themselves and other similarly situated employees in the State of California,

Plaintiffs,

v.

RD ENGINEERING & CONSTRUCTION, INC.; ROBERT DAVISON, JR., an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2022-00025793-CU-OE-CTL

[Assigned for All Purposes to the Honorable Judy S. Bae, Dept. C-62]

CLASS AND PAGA ACTION

DECLARATION OF VILMARIE CORDERO IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[IMAGED FILE]

[Filed concurrently with Notice of Motion, Memorandum of Points and Authorities, and [Proposed] Order]

Date: November 7, 2025
Time: 9:10 a.m.
Dept: C-62
Judge: Hon. Judy S. Bae

Complaint Filed: June 30, 2022
Trial Date: None Set

I, Vilmarie Cordero, declare as follows:

1. I am an attorney admitted and licensed to practice law in the state of California. I am a shareholder at Graham**Hollis**, APC ("GrahamHollis") in San Diego, California. GrahamHollis is counsel of record for Plaintiffs Ramon Gomez and Brock Loucks ("Plaintiffs") in the matter of *Ramon Gomez, et al. v. R.D. Engineering & Construction, Inc., et al.*, San Diego County Superior Court, Case No. 37-2022-

00025793-CU-OE-CTL. Attorney Dawn M. Berry of GrahamHollis is the attorney primarily handling this matter. I am thoroughly familiar with, and have personal knowledge of, the facts set forth herein, except if otherwise stated. If called as a witness, I could and would competently testify to the information set forth below.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval" or "Motion"), which is filed concurrently herewith.

3. A true and correct copy of the fully executed Settlement of Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached hereto as **Exhibit 1** and is incorporated herein by reference.[1]

4. A true and correct copy of the proposed Notice of Class Action Settlement ("Class Notice") is attached as **Exhibit A** to the Settlement Agreement and is incorporated herein by reference.

5. As required by the Private Attorneys General Act of 2004 ("PAGA"), on June 5, 2025, my office submitted the executed Settlement Agreement to the California Labor and Workforce Development Agency ("LWDA"). A true and correct copy of the confirmation of submission of the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2** and is incorporated herein by reference.

<u>Case Background and Procedural History</u>

6. Defendant R.D. Engineering & Construction, Inc. is a general contracting company that specializes in engineering and telecommunication projects. (See https://www.rdconstruction.com/about-us/.) The company is headquartered in El Cajon, California and maintains an office and warehouse in Corona, California. Defendant Robert Davison, Jr. is the founder and chief executive officer of R.D. Engineering & Construction, Inc. (collectively, "Defendants").

7. Plaintiff Gomez was employed by Defendants as a nonexempt field construction employee on several occasions, most recently from May 2020 to December 2021. Plaintiff Loucks was employed by Defendants from July 2016 to January 2021, both as a nonexempt field construction employee and later as a nonexempt tower foreman or "lead". As a lead, Plaintiff Loucks was assigned a company truck and

[1] To the extent the terms used in this declaration are defined in the Settlement Agreement, the defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

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was tasked with driving his crew to their assigned worksite each day. Plaintiffs' primary job duties entailed installing and repairing telecommunications equipment throughout the state. Records show that the vast majority of Defendants' employees are nonexempt field construction employees.

8. Plaintiffs contend that over the course of their employment, Defendants failed to pay them and other nonexempt employees all wages owed to them, including overtime and double time, failed to provide uninterrupted, off-duty meal and rest periods, required them to purchase and use their own tools, failed to provide accurate, itemized wage statements, and failed to pay all wages owed upon separation. While Plaintiffs and other field construction employees were often required to travel as much as six hours in a company truck to get to the worksite they were assigned to, under Defendants' travel time policy, the time spent traveling was not recorded and paid as hours worked, but rather employees were "reimbursed" at the rate of 0.015-percent of their hourly rate, per mile. Plaintiffs allege that Defendants' travel time policy resulted in unpaid overtime and double time, as well as employees receiving fewer meal and rest periods than they were entitled to.[2]

9. On April 25, 2022, my office provided written notice to the LWDA and Defendants, notifying them of Plaintiff Gomez's intent to assert the rights granted to him under PAGA. On June 30, 2022, Plaintiff Gomez filed a class and representative action in this Court. Plaintiff Gomez later amended his complaint on August 16, 2022, to include additional allegations supporting his claim for failure to indemnify all necessary expenditures.

10. On March 1, 2023, Plaintiff Gomez filed a Second Amended Complaint, adding Plaintiff Loucks as a named plaintiff and Robert Davison, Jr. as a named defendant. The amended complaint also included additional allegations regarding Defendants' travel time policy. The operative Second Amended Complaint asserts the following causes of action: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to provide heat recovery periods; (4) failure to pay minimum, regular, and overtime wages; (5) failure to indemnify all necessary expenditures; (6) illegal deductions from wages; (7) failure to provide accurate itemized wage statements; (8) failure to timely pay all wages due upon separation of

[2] Records show that Defendants changed their travel time policy in January 2023 – approximately six months after Plaintiff Gomez filed his initial complaint. The company now pays employees on an hourly basis for time spent traveling to worksites.

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employment; (9) violation of Business & Professions Code § 17200 et seq.; and (10) civil penalties pursuant to PAGA. On April 13, 2023, Defendants filed their answer to Plaintiffs' Second Amended Complaint, generally denying all liability and asserting various affirmative defenses.

11. Plaintiff Gomez amended his notice to the LWDA on April 19, 2024, to include a claim for civil penalties based on Defendants' failure to pay overtime at the correct regular rate of pay. My firm's review of timekeeping and payroll records showed that when employees were paid the prevailing wage for work performed on a public works project, Defendants failed to calculate and pay overtime at the applicable regular rate of pay. However, because neither named plaintiff worked on a public works project, my firm determined that Defendants' liability on this claim would be limited to civil penalties under PAGA.

Investigation and Discovery

12. My firm conducted a thorough investigation into the facts and legal claims raised by this action, as well as the applicable law related thereto. Prior to filing the initial complaint and the amended complaints, my firm spent several hours conferring with Plaintiffs regarding their claims and reviewing their timekeeping and payroll records. Given what appeared to be a common course of conduct affecting nonexempt employees, my firm determined that Plaintiffs' claims were well suited for class adjudication.

13. Between October 2022 and August 2024, Plaintiffs propounded extensive written discovery, include three sets of Special Interrogatories and three sets of Requests for Production of Documents. Defendants provided written responses and produced nearly 8,000 pages of documents, including additional timekeeping and payroll records, the company's policies and procedures related to the claims asserted, and correspondence between Plaintiffs and Defendants' management. Following the administration of an opt-out privacy notice, Defendants also produced the names and contact information for all putative Class Members, and my firm conducted lengthy interviews with more than 10-percent of the putative Class. In addition, my firm took the depositions of Defendants' Persons Most Qualified, chief executive officer Robert Davison, Jr. and former controller, John Vogel.

14. Based on the information obtained during discovery, Plaintiffs filed their Motion for Class Certification on November 12, 2024, seeking to certify a class of all nonexempt field construction employees, as well as subclasses.

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15. In February 2025, with Defendants' deadline to file their opposition to Plaintiffs' Motion for Class Certification looming, the parties began discussing the possibility of attending private mediation, in order to avoid the expense, delay and risk inherent with continued litigation. The parties eventually agreed to mediate this case with well-respected mediator, Hon. Eddie C. Sturgeon (Ret.).

16. Following the parties' agreement to mediate Plaintiffs' claims, Defendant provided various data points, including the total number of current and former employees, the total number of weekly pay periods in the class and PAGA periods.

17. In advance of mediation, my firm prepared a comprehensive mediation brief that outlined the relevant factual and legal issues, contained a detailed analysis of the timekeeping and payroll records, and presented a complete breakdown of the liability exposure for Defendants if Plaintiffs were to succeed on each of their claims at trial.

18. I believe that the documents and information exchanged and analyzed by the parties in preparation for mediation, as well as the parties' discussions during mediation, were sufficient for the parties to make an informed decision about a fair resolution of this action.

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Mediation and Settlement

19. On April 9, 2025, the parties attended a full-day, in-person private mediation with Judge Sturgeon. During the mediation session, the parties engaged in good-faith, non-collusive negotiations wherein the parties exchanged additional information regarding Defendants' realistic exposure in this matter, discussed the relative strengths and weaknesses of Plaintiffs' claims, considered the risk and delay of further litigation, the current state of the law as it related to Plaintiffs' claims, and contemplated the difficulty Plaintiffs may have in obtaining and maintaining class certification of each claim. With Judge Sturgeon's assistance, the parties ultimately agreed to settle the claims for a total of $650,000, which will be paid in two installments.

20. Judge Sturgeon's role in mediating this case was extremely helpful in managing the parties' expectations and providing a useful and neutral analysis of the issues and risks to all parties. At all times, the parties' negotiations were hard-fought and conducted at arm's-length between attorneys with substantial wage and hour class action experience, and the settlement is evidence of the parties' efforts to reach a mutually agreeable compromise.

21. In the months following mediation, the parties continued to negotiate the terms of the proposed settlement and eventually memorialized such terms in the written Settlement Agreement.

Evaluation of the Claims for Settlement Purposes

22. I believe the $650,000 settlement provides a real and substantial benefit to the Class considering the highly disputed nature of the claims, the risk of obtaining and maintaining class certification, and the likelihood that the Court would reduce the amount of any civil penalties awarded. Class Counsel's determination of the fair value of the settlement was based on a number of factors, including our investigation of the applicable law as it applied to the facts discovered, as well as Defendants' potential defenses. In my experience, the amount of the proposed settlement is well within line of the amounts received in other wage and hour class actions.

23. Throughout the course of this litigation, Defendants have consistently denied (a) all of the material allegations in the complaint; (b) that they violated any applicable laws; (c) that they are liable for damages, restitution, penalties, interest, attorneys' fees, costs, or for any other remedy sought by Plaintiffs; and (d) that class certification and representative treatment are appropriate as to the claims asserted in the complaint. Defendants contend that at all times, their policies, practices and procedures complied with California law.

24. I believe the Settlement Agreement reflects the parties' good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation.

25. The maximum value of Plaintiffs' claims, assuming complete and total success on every disputed point, has been calculated by Class Counsel to be approximately $3,941,554.97, with a maximum of $3,583,144.97 available to Class Members. The calculation of damages in this matter is based on extensive formal and informal discovery and a thorough understanding of the strengths and weaknesses of each claim. In calculating Defendants' maximum potential exposure in this matter, Class Counsel assumed that class certification would be granted, that Plaintiffs would prevail on all claims at trial, and that Plaintiffs would recover the full amount of damages and civil penalties sought. This calculation also assumes that PAGA penalties can be stacked – a question that to my knowledge remains unsettled by California courts. In other words, the maximum possible exposure was premised on an inflated "everything goes right" scenario for each and every claim.

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26. Defendants' records indicate that there are approximately 210 Class Members who held various nonexempt positions throughout the state, thereby making class certification extremely challenging. As such, for purposes of settlement, Class Counsel assumes a 50 percent discount on the merits to account for the possibility that Plaintiff will not prevail on all of his claims and the potential for a reduction in any PAGA penalties awarded. Accordingly, Class Counsel believes a more realistic valuation of the claims in this case is $1,970,777.48.

27. The settlement results in a substantial benefit to all Class Members. Based on the estimated $366,000 Net Settlement Amount, the average payment to Class Members, assuming full participation, will be approximately $2,095.85 for Class Members who are also members of the Travel Time Subclass, and $1,496.97 for those who are not members of the Travel Time Subclass.[3] These figures are calculated by dividing the total number of workweeks in the Class Period (20,751) by the number of employees in the Class (210) and adding a 0.4 multiplier for the 86 employees in the Travel Time Subclass. This results in a per workweek value of $15.15. On average, Class Members worked 98.81 workweeks during the Class Period, resulting in an average payment of $1,496.97. Adding a 0.4 multiplier for Class Members who are also members of the Travel Time Subclass results in an additional payment of $598.88, or a total payment of $2,095.85. This is an extremely reasonable recovery for the Class. If Plaintiffs were to take their case to trial, Defendants would likely have a number of affirmative defenses that they would pursue, and if defeated at trial, on appeal. A lengthy appeal in this case would leave resolution uncertain for several more years.

<u>**Class Claims**</u>

28. Plaintiffs' claim for meal period violations stems from Defendants' failure to provide a second off-duty meal period for shifts that exceeded 10 hours. The penalties recoverable under Labor Code section 226.7 are one additional hour of pay at the regular rate of compensation for each workday in which a violation occurs. If Plaintiffs were completely successful on their meal period claim, the total

[3] As shown below, approximately one-half of Defendants' total potential liability in this matter was based on unpaid overtime owed to employees who were required to travel to distant worksites. Accordingly, the parties have agreed to apply a 0.4 multiplier to the workweek allocation for Class Members who are also members of the Travel Time Subclass.

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value, including interest, would be approximately $368,883.97.

29. Plaintiffs' claim for rest period violations also stems from Defendants' failure to provide an additional uninterrupted, duty-free rest period for employees who worked in excess of 10 hours in a workday as a result of undercompensated travel time. As with Plaintiffs' meal period claim, the penalties recoverable under Labor Code section 226.7 are one additional hour of pay at the regular rate of compensation for each workday in which a violation occurs. Based on an estimated 40-percent violation rate, Plaintiffs calculated the maximum value of this claim at approximately $368,883.97, including prejudgment interest.

30. Plaintiffs' claim for failure to pay minimum, regular, and overtime wages is based on Defendants' travel time policy, under which the time field construction employees spent travelling to distant worksites was not factored in to their work hours for purposes of overtime.[4] My office calculated Defendants' maximum potential liability on this claim to be $2,028,466, inclusive of interest.

31. Plaintiffs' claim for unreimbursed business expenses is based on Defendants' policy and practice of requiring employees to provided their own tools, in violation of Labor Code section 2802. Plaintiffs' allege that Defendants allowed employees to purchase tools using the company's credit card, and have $50 deducted from their wages each week until the tools were paid off. Because employees kept the tools, and presumably used them for non-work related projects, Plaintiffs calculated Defendants' potential liability on this claim based on wear and tear, rather than the actual cost of the tools. Plaintiffs believe Defendants' maximum liability on this claim is $105,000, or $500 per employee.

32. Plaintiffs' claim for failure to provide accurate itemized wage statements is derivative of their meal period, rest period, and overtime claims. Plaintiffs calculated Defendants' maximum potential liability for this claim to be $180,900. This takes into account the fact that claims under Labor Code section 226(e) only go back one year, as well as the fact Defendants changed their travel time policy in

[4] Evidence shows that the vast majority of field construction employees who were required to travel worked out of Defendants' San Luis Obispo and Los Angeles facilities. In contrast, employees in the company's San Diego office were rarely required to travel, and when they did, it was typically only a short distance. As such, the majority of Defendants' potential liability in this matter stems from unpaid overtime incurred by field construction employees who worked out of the San Luis Obispo and Los Angeles facilities.

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January 2023.

33. Plaintiffs' waiting time penalties claim is premised on the separation of employment without payment for all wages earned, including meal and rest period premiums and overtime. Labor Code section 203 provides penalties of the wages of an employee for up to 30 days if an employer willfully fails to pay wages owed at the time of separation. Plaintiffs have calculated waiting time penalties at $393,161.04. This assumes that each former employee was entitled to unpaid wages at the time of separation and would receive the maximum statutory penalties.

34. My firm determined that Plaintiffs' claims for failure to provide heat recovery periods and illegal deduction of wages had little to no value. Evidence presented showed that Defendants not only maintained a lawful written heat illness prevention plan, but that the company also provided shade structures and access to air conditioning. Plaintiffs' claim for illegal deduction of wages was based on Defendants' policy and practice of allowing employees to purchase and pay for tools through payroll deductions. As such, it was duplicative of their failure to reimburse business expenses claim.

35. In total, Plaintiffs and Class Counsel calculated Defendants' maximum potential liability for the class claims at $3,445,294.97.

PAGA Claims

36. Plaintiffs' $551,400 estimate of the maximum amount of civil penalties recoverable under PAGA is derived of Defendants' alleged violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699 et seq., and the applicable IWC Wage Order. As with the other claims referenced above, Plaintiffs' estimate of civil penalties was based on an "everything goes right" scenario and was vulnerable to being substantially devalued. Furthermore, as with the imposition of any penalties under PAGA, there was a very real risk that the Court may further reduce Plaintiffs' estimated amount under Labor Code section 2699(e)(2), and it was likely that, given the attenuated nature of some of the claims, the Court would, in its discretion, limit the award as unjust, arbitrary, and oppressive, or confiscatory. (See *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213.) Therefore, the settlement of the claim for penalties under PAGA in the amount of $20,000 is reasonable under the circumstances, because the parties negotiated a good faith amount for PAGA penalties, which was not the result of self-interest at the expense of Class Members. (See, e.g., *Carrington*

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v. Starbucks Corp. (2018) 30 Cal.App.5th 504, 528-529 [trial court only awarded 0.21%, or $150,000, of the maximum penalty because imposing the maximum penalty would be "unjust, arbitrary, and oppressive"].) It also ensures that a larger portion of the overall settlement will go to Class Members while still serving the primary law enforcement objectives of PAGA.

37. While the $650,000 Gross Settlement Amount represents a significant discount on Plaintiffs' estimate of Defendants' maximum potential exposure, this reduction represents a reasonable compromise considering the substantial risks that Plaintiffs and the Class faced in this action. This is particularly true given the fact that Defendants have legitimate defenses to the merits of the claims. Moreover, throughout the Class and PAGA Periods, Defendants maintained facially lawful written policies regarding many of the claims asserted.

38. In evaluating the proposed Settlement, Plaintiffs and Class Counsel considered the likelihood of obtaining and maintaining class certification of Plaintiffs' class claims through trial and being awarded 100 percent of the damages and penalties claimed, as well as the risk that the Court may reverse a favorable ruling on the merits on appeal. These risks are obviated by the proposed Settlement. Additionally, continued litigation would likely be extremely expensive and time consuming, reducing and substantially delaying any recovery by the Class. In contrast, the proposed settlement will guarantee that the Class will receive timely relief and avoid the risk of an unfavorable judgment.

39. Based on my experience litigating almost exclusively wage and hour claims for more than 15 years, I believe the Gross Settlement Amount is a fair and reasonable compromise based on the strengths and weaknesses of the claims, the avoidance of further risk, and the avoidance of the time and expense of continued litigation. I believe the information obtained and exchanged between the parties was sufficient for the parties to make an informed decision about the resolution of this case at mediation.

Settlement Administration and Notice Procedure

40. The parties agree that subject to the Court's approval, Apex Class Action Administration will act as the third-party Administrator in this matter. My office has obtained a "not to exceed" bid from Apex Class Action Administration. The bid represents Apex Class Action Administration's agreement that, based on the class size and distributions under the terms of this Settlement, the costs for administration of the terms of this Settlement will not exceed a specified monetary amount, which in this

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case is $5,500. In addition to obtaining a bid from Apex Class Action Administration, my office obtained a bid from another reputable class action settlement administrator. Of the bids received, Apex Class Action Administration's was the lowest, and in my experience, is reasonable based on the size of the Class and the work required.

41. All of the awarded Administration Expenses Payment will be paid from the Gross Settlement Amount upon completion of the duties required to be performed by the Administrator under the terms of the Settlement Agreement, or as otherwise required by the Court. Should the Court approve less than the amount requested for the Administration Expenses Payment, the difference shall be included in the Net Settlement Amount and distributed to the Class.

42. The proposed Notice of Class Action Settlement ("Class Notice") is accurate and informative. It summarizes the lawsuit, including the contentions and denials of the parties and the proceedings to date, in plain language and in an informative and coherent manner. (Settlement Agreement, Ex. A.) The Class Notice also fully informs Class Members of the terms and conditions of the Settlement, of its effect on their rights, of their options as Class Members (i.e., to object, opt-out, or do nothing), and of the consequences of exercising those options. The Class Notice also outlines the procedure and deadlines for opting out of the settlement, for submitting objections to the settlement, and how to receive any payment the individual is entitled to.

43. The Class Notice further states the amount of the proposed Class Representative Service Awards to be paid to Plaintiffs; states the amount of Class Counsel's request for attorneys' fees; states the maximum amount that Class Counsel may be awarded as reimbursement for litigation costs; states the maximum amount to be paid to the Administrator; states that amount to be allocated to PAGA Penalties; states the date, time, and place of the Final Approval Hearing; and explains how Class Members can obtain additional information.

44. Furthermore, the Class Notice also makes clear that the Settlement does not constitute an admission of liability by Defendant, that the Court has not ruled on the merits of the action, and that a decision on whether final approval will be granted has yet to be made.

45. The proposed notice plan, which calls for first-class mailed notice to all Class Members, as well as in-depth skip tracing upon return of all undeliverable mailing, is consistent with class notices

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approved by state and federal courts, and under the circumstances here, is the best notice practicable and the method most likely to reach the greatest number of Class Members.

Class Counsel's View of the Settlement

46. While the Gross Settlement Amount represents a discount on the overall exposure to Defendants, assuming Plaintiffs prevail on all issues pertinent to class certification, liability on all claims, and proven damages as estimated, this reduction is an extremely reasonable compromise considering the substantial risks Plaintiffs and the Class face on class certification, liability, damages, and manageability.

47. Absent a settlement, the parties would likely spend considerable time, effort, and money on additional discovery and depositions, including substantial meet and confer and motion work. Indeed, even if Plaintiffs were successful at proving all of their claims at trial and recovered the full amount of damages as estimated, it is likely that Defendants would appeal any judgment in Plaintiffs' favor, potentially drawing out the litigation for many more years with no guarantee of recovery by Plaintiffs or the Class.

48. As a result, the parties would incur substantially more attorneys' fees and costs through trial. Thus, in considering the adequacy and fairness of the proposed settlement, I acknowledged the cost and delay of continued proceedings necessary to prosecute the action through trial and appeal and carefully considered the uncertain outcome and the risks associated with any litigation, particularly complex actions such as this. I am also mindful of the inherent problems of proof, and possible defenses to the claims asserted in the lawsuit. Although Plaintiffs assert that Defendants are liable to all Class Members for their unpaid wages, damages, and penalties, none of the claims are certain. While Plaintiffs believe that the case possesses substantial merit, the litigation cannot legitimately be characterized as being one without risk or one where Plaintiffs would inevitably prevail at trial.

49. In the absence of a settlement, Plaintiffs and the Class would not see any monetary recovery for years. Granting approval of the settlement, however, will guarantee payment of the Gross Settlement Amount of $650,000, which would streamline the litigation process and provide prompt payment to Class Members who decide to participate in the Settlement. As demonstrated herein, the payments to Class Members are meaningful and provide the best resolution for this case considering the risks involved in continuing litigation, the delay, and the expenses the parties will incur, and the fact that this Court has not

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yet addressed the class certification, liability, and damages issues. Class Members will receive a pro rata portion of the settlement, such that those who worked a greater number of workweeks during the Class Period, and who presumably would have experienced more Labor Code violations, will receive a larger portion of the settlement.

50. Throughout this litigation, Defendants were represented by experienced counsel from Higgs Fletcher & Mack LLP who mounted a strong defense against the claims asserted. Throughout this litigation, Defendants have denied any liability for the claims alleged, contending among other things, that they followed all applicable law with respect to Plaintiffs' and Class Members' employment, that Class Members were timely paid all wages owed, were provided compliant meal and rest periods, and were provided accurate, itemized wage statements.

51. In reaching the proposed Settlement, Class Counsel carefully considered the strength of the case versus the amount offered in settlement; the risk, expense, and complexity and likely duration of further litigation and maintaining class certification through trial; the present state of the law as it applies to wage-and-hour class actions and PAGA actions; and the burdens of proof necessary to establish liability against Defendants.

52. As set forth below, Class Counsel is well qualified to evaluate the class claims and viability of defenses in this action based on our combined experience in other similar cases. As such, I strongly support this settlement and believe it provides the best resolution for this action.

The Class Representative Service Awards Are Reasonable

53. The Settlement Agreement provides that Plaintiffs can request, and Plaintiffs do so request, Class Representative Service Awards in the amount of $10,000 each, which will be in addition to the Individual Class Payment and Individual PAGA Payment they are entitled to receive as Class Members.

54. Plaintiffs initiated this action by seeking legal assistance from my firm. They spent numerous hours assisting with the preparation of the LWDA letters and the complaints; communicating with counsel; responding to written discovery and having their depositions taken; and providing all information and documents requested. Over the course of more than three years, Plaintiffs worked closely with Class Counsel to protect the best interests of the Class. Their participation was an essential element that allowed my firm to reach the proposed settlement on behalf of the Class.

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55. Plaintiffs also assumed the risk of an adverse judgment and the financial responsibility of such judgment by bringing and maintaining the action. By stepping forward as the class representatives, they jeopardized the availability of prospective employment because their names are now associated with a lawsuit against their former employer.

56. Plaintiffs have also agreed to a general release of their claims, which is an expansive release that was not required of any other Class Members.

57. I believe that the requested Class Representative Service Awards in the amount of $10,000 each for Plaintiffs are fair and reasonable, and is in line with awards granted in similar actions.

The Requested Class Counsel Fees and Expenses Payments Are Reasonable

58. Class Counsel will request an attorneys' fee award in the amount of 35-percent of the Gross Settlement Amount (i.e., $227,500) and reimbursement of actual litigation costs in an amount not to exceed $16,000.

59. The fee is warranted and reasonable because of the substantial work and effort incurred to achieve the settlement on behalf of the Class and the real and significant monetary relief obtained. This work includes, *inter alia*, preparing and filing a pre-litigation notice with the LWDA, as well as a subsequent notice to ensure that Plaintiffs had exhausted their administrative remedies; preparing and filing the complaint and amended complaints; propounding extensive written discovery and engaging in substantial meet and confer efforts; taking the depositions of Defendant Davison and the company's former controller, John Vogel; conducting lengthy interviews with Class Members; performing legal and factual research; engaging in extensive informal document and information exchange; analyzing the timekeeping and payroll records for Plaintiffs and other Class Members; drafting the Motion for Class Certification and supporting documents; and preparing for and participating in mediation.

60. The fee request at final approval will be supported by a detailed explanation of the qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation of the amount of time worked on the various tasks performed on behalf of Plaintiffs and the Class. Similarly, the expenses request will be supported at the time of final approval with an explanation of the amount and nature of the expenses incurred.

61. Although case law supports fee awards as high as 50-percent on common settlement funds

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of less than $10 million, Class Counsel's request for attorneys' fees in the amount of $227,500, representing 35-percent of the Gross Settlement Amount, is both reasonable and fair in light of the time, money, and effort invested in this case to date.

62. My firm has committed, and continues to commit, significant financial and staffing resources to the representation of Class Members. This work ultimately resulted in the proposed settlement, which provides significant benefits to Class Members. Moreover, my firm undertook this action on a contingency basis, thereby bearing all of the expenses of this very complex, risky, expensive, and time-consuming litigation.

63. In making a fee request in a class action case, I always analyze the factors that a court must consider in awarding fees. I believe that such circumstances exist here to justify the requested attorneys' fees award of $227,500, including: (a) the work involved in achieving an excellent result for the Class and bringing the action to an efficient conclusion; and (b) the associated risks to my firm in taking a matter on a contingent basis.

64. All expenses incurred were necessary to the prosecution of this action, would normally have been billed to a client paying for my firm's services on a non-contingency basis, and are reasonable for a case such as this in which substantial discovery and investigation took place over the more than three years since submission of the LWDA letter. Class Counsel's request for reimbursement of actual litigation expenses, which I anticipate will not exceed $16,000, is reasonable, and all expenses were necessarily incurred in pursuit of the settlement.

65. In my opinion, the requested fee award takes into account the excellent result and the risk undertaken in bringing this case on a purely contingent basis, advancing all costs to date, and deferring payment for all the time that my firm has worked on this case, with no guarantee that any of the fees and expenses incurred would ever be recovered.

66. I believe that the fees and expenses requested are fair, reasonable, and were necessarily incurred in pursuit of the settlement. I believe that the time spent working on this case by attorneys and paralegals at my firm reflect the reasonable and necessary amount of time to properly represent the interests of the Class.

/ / /

Provisional Certification of the Class is Appropriate

67. For the purposes of settlement only, Plaintiffs contend, and Defendants do not dispute, that provisional certification of the Class is appropriate.

68. Documents and information exchanged during the litigation reflect a class size of approximately 210 Class Members. The class definition is precise, objective, and presently ascertainable, and it makes abundantly clear who is a Class Member. In addition, Class Members can be identified easily by way of Defendants' personnel records, which include Class Members' full names, mailing addresses, telephone numbers, and dates of employment during the applicable time periods.

69. During discovery and the informal exchange of information, Defendants produced Plaintiffs' personnel, timekeeping and payroll records, as well as policies related to meal and rest periods, timekeeping, and compensation, the total number of weekly pay periods, the names and contact information for Class Members, and the timekeeping and payroll records for a random 15-percent sample of all pay periods.

70. After reviewing the documents and data produced, I believe common issues of fact and law predominate as to each of the claims alleged by Plaintiffs, because the legality of Defendants' policies and practices including, but not limited to, Plaintiffs' allegation that Class Members were not timely paid all wages owed, were not provided compliant meal and rest periods, and were not provided wage statements that comply with California law, are common questions applicable to all Class Members.

71. Throughout their employment with Defendants, Plaintiffs performed the same or similar duties as other Class Members and contend that they are similarly situated with the other Class Members. Plaintiffs were subject to the same policies and procedures during the relevant time period, which they contend were applicable to all other Class Members. Therefore, the claims asserted are typical of the Class and Subclass they seek to represent. Moreover, the issues central to this litigation, which Plaintiffs allege on behalf of themselves and all other similarly situated persons, include the following:

a. Whether Defendants failed to provide Class Members with compliant meal periods;

b. Whether Defendants failed to authorize and permit Class Members to take uninterrupted, off-duty rest periods;

c. Whether Defendants' travel time policies and practices violate California law;

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d. Whether Defendants failed to timely pay all wages owed to Class Members;

e. Whether Defendants violated Labor Code section 2802 by requiring employees to purchase and use their own tools;

f. Whether Defendants failed to provide accurate wage statements to Class Members;

g. Whether Defendants failed to timely pay all wages due upon separation of employment or pay the applicable waiting time penalties; and

h. Whether Defendants' practices constitute unfair business practices.

72. Plaintiffs have no conflicts of interest with the Class and have, along with their counsel, worked toward a positive resolution of this action, demonstrating their interest in prosecuting this action and dedication to obtaining the best possible recovery for the Class. In addition, Plaintiffs' interests are co-extensive with those of the Class and they seek relief identical to that sought by every other Class Member. Since all Class Members need to demonstrate the same elements to recover on their claims, the interests of Class Members are sufficiently aligned with those of Plaintiffs, and Plaintiffs can be expected to pursue the interests of all Class Members adequately. In addition, Plaintiffs retained counsel with extensive experience in prosecuting complex wage and hour class actions who have worked diligently to obtain the proposed Settlement for the Class. I believe that this case could not have continued without Plaintiffs' efforts and desire to obtain this outcome for the Class. There are no known conflicts between Plaintiffs, Class Counsel, and Class Members.

73. By consolidating more than 210 potential individual actions into a single proceeding, this Court's use of the class action device enables it to manage this litigation in a manner that promotes a better use of time, effort, and expenses for the litigants and the judicial system. Absent class treatment, similarly-situated employees with small, but nevertheless potentially meritorious claims for damages would, as a practical matter, have no means of redress because of the time and expense required to prosecute individual actions. Accordingly, I believe class treatment is superior to other available methods for the fair and efficient adjudication of the controversy.

Class Counsel's Litigation Experience

74. I have been a Member of the American Bar Association since my admission to the Puerto Rico State Bar in January 2006. I have been a Member of the New York State Bar since April 2008, and

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a Member of the California State Bar since January 2010. I received a Master of Law (LLM) with a concentration in Employment and Labor Law from the University of San Diego School of Law in May 2009.

75. I have over 19 years of experience representing employees in employment litigation. I have worked exclusively with class and representative maters since I joined GrahamHollis, APC in January 2009.

76. I currently serve as plaintiff's counsel of record in the following class and representative cases: *Baltazar v. Ace Parking*, Superior Court for the County of San Diego (litigation ongoing); *Basham et al. v. Tailored Living Choices*, U.S. District Court for the Northern District of California (litigation ongoing); *Cervantes v. Terra Bella Nursery Inc.*, Superior Court for the County of San Diego (litigation ongoing); *Cole v. Talia First Class Limousines, Inc.*, Superior Court for the County of San Diego (litigation ongoing); *Cortes v. Option One Corporation*, Superior Court for the County of San Bernardino (litigation ongoing); *Coombes v. HR Support*, Superior Court for the County of Alameda (litigation ongoing); *Eusebio, et al, v. Jiles Security*, Superior Court for the County of Riverside (litigation ongoing); *Goldman v. Bill Howe*, Superior Court for the County of San Diego (litigation ongoing); *Garcia v. Norcal Pool Construction*, Superior Court for the County of Santa Clara (litigation ongoing); *Hendrickson v. Walmart*, U.S. District Court for the Southern District of California (litigation ongoing); *Hudson v. Wilhelm*, U.S. District Court for the Northern District of California (litigation ongoing); *Hurtado v. Giuseppe's Cucina*, Superior Court for the County of San Luis Obispo (litigation ongoing); *Hood v. E&E Ryder, LLC et al.*, Superior Court for the County of Riverside (litigation ongoing); *King v. Creative Alternative for Learning & Living, Inc.*, Superior Court for the County of San Luis Obispo (litigation ongoing); *Lawson v. Executive Maintenance, Inc.*, Superior Court for the County of Orange (litigation ongoing); *Medina v. A & T Restaurant Management*, Superior Court for the County of San Diego (litigation ongoing); *Maharaj v. Charter Communications*, U.S. District Court for the Southern District of California (litigation ongoing); *Muzquiz v. Briles*, Superior Court for the County of Los Angeles (litigation ongoing); *Marquez v. Lava DS, LLC*, Superior Court for the County of Los Angeles (litigation ongoing); *Menjivar v. Deanco HealthCare, LLC*, Superior Court for the County of Los Angeles (litigation ongoing); *Phan v. NFC Amenity*, Superior Court for the County of Alameda (litigation ongoing); *Pulley v. Rayne*

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Dealership Corporation, Superior Court for the County of San Diego (litigation ongoing); *Richards v. Guardian International Solutions, Inc.*, Superior Court for the County of San Diego (litigation ongoing); *Rincon v. Melin*, Superior Court for the County of Merced (litigation ongoing); *Ruelas v. Bank of Southern California, N.A.*, Superior Court for the County of San Diego (litigation ongoing); *Soberanis v. Restaurant Acapulco*, Superior Court for the County of Orange (litigation ongoing); *Soltero v. Stericycle*, Superior Court for the County of San Diego (litigation ongoing); *Sedano v. Jalimex*, Superior Court for the County of Santa Clara (litigation ongoing); *Vega v. Fondomonte*, Superior Court for the County of Riverside (litigation ongoing); and *Yatman v. Gerber Collision CA*, Superior Court for the County of San Diego (litigation ongoing).

77. Over the past ten years, my firm has been appointed as Class Counsel and received adequate and fair settlements in well over 150 class action lawsuits in the district and state courts of California with claims similar to those presented here. Additionally, my firm currently serves as plaintiff's counsel in approximately 50 wage and hour class and representative employment law cases. A list of the cases in which my firm has served as class counsel or currently serves as counsel for plaintiff in wage and hour employment actions pending throughout California is attached hereto as **Exhibit 3** and incorporated herein by reference.

78. Dawn M. Berry is an attorney at my firm and the primary associate on this case. Ms. Berry received her law degree from Gonzaga University School of Law in May 2013, where she was an associate editor of the Gonzaga Law Review and graduated *cum laude*. Ms. Berry was admitted to the State Bar of California in December 2013. Since 2014, she has primarily represented employees and consumers in class, collective and representative actions in both state and federal court. Ms. Berry has been appointed as class counsel in a number of complex class actions, including, but not limited to, *Fontes v. Heritage Operating, L.P., et al.*, Southern District of California Case No. 14cv1413, settled for $550,000 on behalf of approximately 700 consumers with Hon. Michael C. Anello awarding attorneys' fees in the amount of 30% of the gross settlement amount; *Harrington v. Professional Security Consultants, Inc., et al.* Los Angeles Superior Court Case No. Case No. BC538101, settled for $1,750,000 on behalf of approximately 4,000 security guards; *Godoy v. American Technologies, Inc.*, Alameda Superior Court Case No. RG15780222, settled for $500,000 on behalf of 537 employees; *Mendoza v. Hit Mobile Inc.*, Los Angeles

Superior Court Case No. BC573977 settled for $900,000 on behalf of 833 employees and Hon. William F. Highberger awarding $300,000 in attorneys' fees; *Kramer v. Uber Technologies, Inc.*, Los Angeles Superior Court Case No. BC589891, settled for $466,000 on behalf of 380 employees with Hon. Jane Johnson awarding attorneys' fees of 33.33% of the gross settlement amount; *Stout v. Einstein Noah Restaurant Group, Inc.*, Alameda Superior Court Case No. RG15786192, settled for $664,000 on behalf of 4,072 employees and Hon. George C. Hernandez awarded 33.33% of the gross settlement amount in attorneys' fees; *Robles v. Jetro Holdings, LLC*, San Diego Superior Court Case No. 37-2021-00015414, settled for $4,100,000 on behalf of 6,125 employees and Hon. Eddie C. Sturgeon awarded 33.33% of the gross settlement amount in attorneys' fees; *Adami v. Prime Now LLC*, Santa Clara Superior Court Case No. 21CV382938 settled for $4,300,000 on behalf of 41,000 employees and Hon. Theodore C. Zayner awarded $1,433,333.33 in attorneys' fees; and *Bernardo v. FirstElement Fuel, Inc.*, Orange County Superior Court Case No. 30-2022-01269664-CU-OE-CXC settled for $751,000 on behalf of 139 employees and Hon. William Claster awarded 30% of the gross settlement amount in attorneys' fees.

79. My associates, co-shareholders, and myself have considerable experience handling wage and hour class action cases with claims similar to those asserted in this action and have successfully represented tens of thousands of employees in state and federal court cases throughout California. (See e.g., Exhibit 3.)

80. It is my opinion that this settlement is fair, reasonable, and adequate, and in the best interest of the Class. The settlement is a good result by any measure, particularly so considering Defendant's formidable arguments against liability and damages. In light of these issues, and the fact that the settlement was the product of protracted, contentious, and arm's-length negotiations between highly experienced counsel with the assistance of a well-respected neutral third-party mediator, I believe that the settlement should be preliminarily approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed June 5, 2025, in San Diego, California.

Vilmarie Cordero

Vilmarie Cordero

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