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Attorneys for Plaintiff RIGOBERTO ROJAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

RIGOBERTO ROJAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

WEINGART CENTER ASSOCIATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV21995

**DECLARATION OF BRYN BRIDLEY ON
ANALYSIS OF THE CLASS DATA AND
THE ESCALATOR CLAUSE OF THE
SETTLEMENT AGREEMENT**

Date: May 8, 2025

Time: 10:00 a.m.

Judge: Hon. Elihu M. Berle

Dept.: 6

1 I, Bryn Bridley, do hereby declare:

2 1. I am the Vice President of Business Development at Atticus Administration, LLC
3 (“Atticus”), a firm providing class action claims and settlement administration services. I have more
4 than 18 years of experience in the settlement administration industry and am fully familiar with the facts
5 contained herein based upon my personal knowledge and involvement in the above-captioned action.

6 2. Atticus is the neutral entity the Parties appointed to administer this Settlement
7 (“Administrator”).

8 3. On March 28, 2025, Defense Counsel securely transferred a data file to Atticus that
9 includes, among other things, the hire and termination dates for current and former hourly-paid or non-
10 exempt employees of Defendant who worked in California: (i) during the Class Period of July 7, 2018
11 to July 22, 2024 (“Class Members”) and (ii) current and former hourly-paid or non-exempt employees
12 of Defendant who worked during the PAGA Period of April 20, 2021 to July 22, 2024 (“Aggrieved
13 Employees”) (collectively the “Class Data”).

14 4. The Class Data includes 761 Class Members who worked an aggregate 36,313 Class
15 Period Workweeks. Four hundred thirty-nine (439) of the Class Members are also Aggrieved Employees
16 who worked 8,146 PAGA Period Pay Periods .

17 5. The aggregate 36,313 calculated Workweeks is 2,755 weeks or 8.21% higher than the
18 estimated 33,558 Workweeks cited in Section 8 of the Settlement Agreement. As the qualifying
19 Workweeks do not exceed 3,358 Workweeks or an increase beyond 10%, the escalator clause included
20 in Section 8 of the Settlement Agreement is not triggered. Neither an increase to the Gross Settlement
21 Amount or a shortened Class Period are necessary.

22 **I declare under penalty of perjury under the laws of the State of California and of the United**
23 **States of America that the foregoing is true and correct and executed on this 10th day of April**
24 **2025 in Saint Paul, Minnesota.**

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Bryn Bridley