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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

DAMIAN DUNWOOD, an individual; Plaintiff, vs. BRINKS INCORPORATED, a Delaware Corporation; SILAS STEELE, an individual; and DOES 1 through 50, inclusive, Defendant.	CASE NO.: 25CV002238 **DECLARATION OF BRITTANY V. BERZIN IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEEYS GENERAL ACT SETTLEMENT** Reservation No. A-02238-010 Date: August 21, 2026 Time: 9:00 a.m. Dept.: 8A Judge: Hon. Jill H. Talley Filed: January 28, 2025 Trial Date: None Set

I, Brittany Berzin, declare:

1. I am an attorney at law duly admitted to practice before all the courts of the State of California and an attorney of record for Plaintiff Damian Dunwood ("Plaintiff") herein. I am making this declaration on behalf of Plaintiff, and in support of Plaintiff's Motion to Approve the Private Attorneys General Act settlement. A true and correct copy of the Private Attorneys General Act Settlement is being filed with this Motion as **Exhibit A**.

2. This action was brought under the Private Attorneys General Act ("PAGA") based on Plaintiff's allegations that Defendant Brink's Incorporated ("Defendant") violated California employment laws, including by failing to pay regular and minimum wages, failing to pay overtime wages, failing to provide compliant meal and rest periods, failing to reimburse business expenses, failing to timely pay final wages, failing to provide accurate wage statements, failing to provide paid sick leave, failing to timely pay wages, failing to maintain accurate employment records, retaliating in violation of Labor Code section 1102.5, engaging in unfair business practices, and violating laws concerning workplace health and safety.

3. Plaintiff is the only named Plaintiff in this action. Following an initial investigation of Plaintiff's claims, review of available documents, and discussions with witnesses, I determined that the claims had merit and could be pursued as a PAGA action. Plaintiff filed his Complaint on January 25, 2020. A First Amended Complaint was filed on April 22, 2025, adding a PAGA cause of action. A Second Amended Complaint was filed on June 10, 2026, adding additional alleged PAGA violations and revising the definition of Aggrieved Employees. Plaintiff exhausted the required administrative remedies through the Labor and Workforce Development Agency ("LWDA") before seeking civil penalties under the PAGA. Plaintiff submitted notices to the LWDA on January 3, 2025, and May 27, 2026, identifying the facts and theories supporting the alleged violations. True and correct copies of those notices are filed with this Motion as **Exhibit C**. Copies of the notices were also provided to Defendant by certified mail, and the required $75.00 filing fee was paid to the LWDA. The LWDA did not respond indicating any intent to investigate the claims set forth in Plaintiff's notices. Accordingly, Plaintiff became authorized to pursue a civil

action under the PAGA. After receiving a filed-stamped copy from the Court, Plaintiff uploaded the Second Amended Complaint to the LWDA. A true and correct copy of the Second Amended Complaint is filed with this Motion as **Exhibit B.** No trial date has been set in this matter.

4. Because the settlement resolves only PAGA claims, no class certification procedures have occurred or are required for purposes of approving the settlement under *Arias v. Superior Court* (2009) 46 Cal.4th 969. The notice provided to Aggrieved Employees pursuant to the PAGA settlement informs them of the scope of the settlement, and no other claims, including any class claims, are being released or compromised as part of the settlement.

5. Defendant is represented by Jesse C. Ferrantella and Spencer C. Skeen of Ogletree Deakins. Throughout the litigation, Defendant disputed Plaintiff's allegations, including the merits of Plaintiff's claims, the manageability of the action for trial, whether Plaintiff could pursue the claims in court rather than arbitration, and Plaintiff's ability to establish violations on a pay-period-by-pay-period basis for each Aggrieved Employee, among other defenses and contentions. Defendant also maintained that, even if PAGA penalties were warranted, the Court would likely exercise its discretion to reduce any penalties based on evidence of Defendant's good faith efforts to comply with applicable Labor Code requirements. Although the parties have agreed to resolve this matter, Defendant continues to contend that the practices challenged by Plaintiff either did not occur or, to the extent they did occur, complied with applicable state and federal employment laws as to Plaintiff and Aggrieved Employees.

6. After considering the anticipated testimony of Plaintiff and Aggrieved Employees, Defendant's policies and procedures, relevant employment documents, information regarding the number of Aggrieved Employees, employment dates, representative time and payroll data, the potential penalties at issue, and the Court's discretion to reduce any penalties awarded, I believe the proposed settlement is in the best interests of Plaintiff, Aggrieved Employees, and the LWDA. The parties also considered the risks, expense, and delay associated with continued litigation, including the risks inherent in trying complex employment claims. This case presented additional litigation risks because Plaintiff would be required to establish the existence of alleged Labor Code

violations across the various pay periods worked by numerous Aggrieved Employees. I also considered the challenges associated with proving specific violations and penalties, potential delays, and the possibility of appeals in determining whether to resolve the matter. Further, even if Plaintiff prevailed on certain claims, there remained a risk that the Court could exercise its discretion to substantially reduce PAGA penalties, and that certain waiting time penalties would have no value if Plaintiff could not establish willfulness. In light of these risks, I believe the settlement provides a meaningful and certain benefit to Plaintiff, Aggrieved Employees, and the LWDA while avoiding the possibility of continued litigation resulting in no recovery.

7. With Plaintiff's assistance, Connor W. Olson and I conducted a thorough investigation into the facts supporting Plaintiff's claims and the potential penalties at issue. The parties engaged in informal discovery and exchanged relevant information, including representative employee data, a representative sample of time and payroll data, and applicable policies covering the full statute of limitations period for the PAGA claims. The information exchanged addressed liability issues, damages, the scope and identification of Aggrieved Employees, the wage and hour policies at issue, implementation of those policies, and potential manageability issues. Based on the information obtained, my office was able to evaluate potential liability and penalties, including the average hourly rate, average daily hours worked, potential pay periods at issue, and the number of former employees. Plaintiff also assisted throughout the litigation by providing factual information regarding his employment, identifying potential witnesses, and responding to questions concerning Defendant's factual positions. This information was critical to evaluating the viability of the PAGA claims, including potential manageability issues, and reaching a resolution.

8. Throughout this litigation, the parties and their counsel engaged in numerous discussions regarding their respective positions. The parties participated in mediation on January 16, 2026, with experienced mediator Lisa Klerman. The settlement was reached only after approximately one year of arm's-length negotiations, including a full-day mediation and consideration of a mediator's proposal.

9. In evaluating the proposed settlement, my office analyzed the factual and legal

support for each alleged PAGA violation, the documents and information exchanged by the parties, interviews conducted during Plaintiff's investigation, Defendant's written policies and anticipated defenses, the number of potentially affected employees and pay periods, the likelihood that representative evidence could establish violations across the covered workforce, and the limitations on recoverable penalties contained in the PAGA statutes enacted in 2024. Plaintiff submitted his first notice to the Labor and Workforce Development Agency on January 3, 2025. Accordingly, counsel evaluated the alleged violations under the amended PAGA provisions, including the limitations on duplicative penalties and the potential reductions available where an employer establishes that it took all reasonable steps to comply.

- Failure to Pay Minimum Wages: Plaintiff alleges that Defendant failed to compensate Plaintiff and other Aggrieved Employees for all time worked, including work performed before or after recorded shifts, time spent responding to work-related communications, security-related time, interrupted breaks, and other time during which employees allegedly remained subject to Defendant's control. Defendant argues that they maintained lawful written policies requiring employees to record all time worked, prohibiting off-the-clock work, and required employees to report timekeeping errors. Defendant also contends that employees had access to procedures for correcting time records and that any unrecorded work was contrary to policy, unknown to management, isolated, or attributable to individual employee conduct. Plaintiff would face the risk of proving that uncompensated work occurred sufficiently often and pursuant to common practices across the covered workforce rather than through individualized or isolated circumstances. Defendant also argued that the minimum-wage and overtime claims arise from the same alleged uncompensated work and should not generate separate cumulative penalties. The maximum potential exposure for this claim is $5,215,000 ($100 x 52,150 pay periods). Defendant argues that to the extent any violations existed, the amount of the civil penalty recoverable would be reduced to $15 to 30 due to reasonable steps it took to ensure compliance with the Labor Code, such as communicating its policies regarding off the clock time to supervisors and employees and ensuring that employees were recording all time spent working. Thus, a realistic potential exposure analysis for this claim is approximately $782,250 ($30 x 52,150 pay periods x 0.5). This calculation is based on Defendant contention that it took reasonable steps to ensure compliance after receiving Plaintiff's PAGA notice (which would provide for a maximum $30 penalty) and applies a 50% reduction to account for the risk and difficulty Plaintiff would have proving that uncompensated work occurred sufficiently often across the workforce rather than through individualized or isolated circumstances.

- Failure to Pay Overtime Wages: Plaintiff alleges that some of the unrecorded work caused employees to work more than eight hours in a day, forty hours in a week, or otherwise beyond applicable overtime thresholds without receiving the required overtime compensation. The same evidence supporting the off-the-clock theory may establish that at least some uncompensated time should have been paid at an overtime rate. Plaintiff also contends that the regular rate used for overtime was understated because certain nondiscretionary compensation was not included. Defendant argued that their time and payroll records accurately reflect recorded hours and that employees were paid overtime when recorded work exceeded the statutory thresholds. Even if Plaintiff proved some unrecorded work, Plaintiff would still need to establish which employees crossed an overtime threshold in each affected pay period. That additional causation and calculation requirement materially reduces the likelihood that every alleged uncompensated-work violation would also support an overtime penalty. Defendant further argued that the overtime claim duplicates the minimum-wage theory for purposes of PAGA penalties and therefore it contends the potential penalties would be subject to reduction at the court's discretion. Defendant also contended that the payments at issue were properly excluded from the regular rate, were not paid to all aggrieved employees, were discretionary, were not earned in the relevant periods, or were otherwise treated lawfully. The value of this claim depends on identifying the specific compensation omitted and demonstrating that an underpayment actually resulted. The maximum potential exposure for this claim is $5,215,000 ($100 x 52,150 pay periods). Defendant argued that to the extent any violations existed, the amount of the civil penalty recoverable would be reduced to $15 to 30 due to reasonable steps it took to ensure compliance with the Labor Code, such as communicating its policies regarding off the clock time to supervisors and employees and ensuring that employees were recording all time spent working. Thus, a realistic potential exposure analysis for this claim is approximately $782,250 ($30 x 52,150 pay periods x 0.5). This calculation is based on Defendant's contention that it took reasonable steps to ensure compliance after receiving Plaintiff's PAGA notice (which would provide for a maximum $30 penalty) and applies a 50% reduction to account for the risk and difficulty Plaintiff would have proving that uncompensated work occurred sufficiently often across the workforce rather than through individualized or isolated circumstances, and that such work caused employees to work over 8 hours in a day and/or 40 hours in a week in a particular pay period. It also accounts for the risk that additional payments made to aggrieved employees were discretionary and would not need to be included in a regular rate calculation.

- Meal Period Violations: Plaintiff alleges that Defendant failed to provide timely, uninterrupted, and duty-free meal periods and failed to pay premiums when compliant meal periods were not provided. Plaintiff contends that route demands, security responsibilities, workload, vehicle-related obligations, and supervisory expectations interfered with compliant meal periods. Defendant would rely heavily on written meal-period policies requiring timely, uninterrupted meal periods, prohibiting managers from directing employees to skip meals, allowing employees to report interrupted meals, and providing procedures for meal premiums. Defendant contended that facially compliant records create a presumption that meals were provided, that any missed meals resulted from employee choice, and that employees certified they had received compliant meals. Plaintiff would face individualized issues regarding whether a meal was actually denied, voluntarily shortened or waived, interrupted, or simply recorded inaccurately. Defendant's written policies expressly state that employees should receive compliant meal periods and identify procedures for interrupted meals and premiums, which gives Defendant a factual basis for its compliance and reasonable-steps arguments. The maximum potential exposure for this claim is $5,215,000 ($100 x 52,150 pay periods). Defendant argued that to the extent any violations existed, the amount of the civil penalty recoverable would be reduced to $15 to 30 due to reasonable steps it took to ensure compliance with the Labor Code, such as communicating its policies regarding meal periods to supervisors and employees and ensuring that employees were aware of their ability to take meal periods. Thus, a realistic potential exposure analysis for this claim is approximately $1,095,150 ($30 x 52,150 pay periods x .70). This accounts for a reduced $30 penalty and reduces the amount recoverable by 30% to account for the risk that a finder of fact could determine that any meal period violations were due to employees' choice and not because Defendant failed to provide employees with an opportunity to take meal periods.

- Rest Period Violations: Plaintiff alleges that Defendant failed to authorize and permit duty-free rest periods because employees remained responsible for routes, vehicles, communications, security duties, or workload demands during periods when breaks should have been available. Rest periods are not recorded, making employee testimony and evidence concerning actual work practices particularly important. Plaintiff contends that the operational demands applicable to the workforce made compliant rest periods impracticable or discouraged employees from taking them. Defendant argued that they maintained a lawful written rest-period policy, that employees were instructed and authorized to take breaks, that managers were prohibited from denying them, and that employees exercised discretion as to the timing of their breaks. Because rest periods were not ordinarily recorded, Plaintiff would face a substantial proof dispute concerning whether breaks were denied, discouraged, interrupted, or voluntarily not taken in particular pay periods. The handbook states that rest periods are duty-free, paid, may not be waived, and are to be provided based on hours worked, providing Defendant with evidence supporting its policy and reasonable-steps defenses. The maximum potential exposure for this claim is $5,215,000 ($100 x 52,150 pay periods). Defendant argued that to the extent any violations existed, the amount of the civil penalty recoverable would be reduced to $15 to 30 due to reasonable steps it took to ensure compliance with the Labor Code, such as communicating its policies regarding rest periods to supervisors and employees and ensuring that employees were aware of their ability to take rest periods. Thus, a realistic potential exposure analysis for this claim is approximately $782,250 ($30 x 52,150 pay periods x .50). This accounts for a reduced $30 penalty and reduces the amount recoverable by 50% to account for the risk that a finder of fact could determine that any rest period violations were due to employees' choice and not because Defendant failed to provide employees with an opportunity to take rest periods. It also accounts for the difficulty in being able to prove this claim given that there are not records of whether employees took breaks and the claim would have to rely entirely on employee testimony.

- Failure to Provide Accurate Wage Statements: This claim is derivative of Plaintiff's claims for unpaid wages. Plaintiff alleges that wage statements were inaccurate because they omitted wages earned, hours, premium payments, or other information resulting from the underlying wage-and-hour violations. Defendant argued that the statements contained all information reflected in its payroll system and that any error was derivative of a disputed underlying wage violation. Under section 2699, section 226 violations carry a $25 rather than $100 penalty when the employee could promptly and easily determine the correct information from the statement. Section 2699 also restricts an additional wage-statement penalty where the violation was not knowing or intentional and an employee recovers a penalty for the underlying unpaid-wage violation. Defendant argued that to the extent any violation occurred, it was not knowing or intentional as it had legally compliant policies in place that it communicated to its employees and had no knowledge of the alleged violations. Because this claim is derivative, there is a high likelihood of not being able to recover any penalties pursuant to section 2699(i). The maximum potential exposure for this claim is $1,303,750 ($25 x 52,1250 pay periods). A realistic potential exposure for this claim is $0 to $651,875 (50% reduction to account for the risk that the underlying violations, e.g. unpaid wages, missed meal/rest periods, etc. would not be proven).

- Failure to Reimburse Expenses: Plaintiff alleges that Defendant failed to reimburse employees for necessary expenditures incurred in performing their duties, including the alleged business use of personal cellphones, internet, work supplies, office equipment, work uniforms and tools, mileage, and other vehicle expenses. Defendant argued that employees were provided with company equipment, that personal-device use was not necessary, that employees did not submit reimbursement requests, and that they maintained a lawful reimbursement procedure. Defendant also argued that to the extent there were any violations, many employees incurred no reimbursable expense in a particular pay period. Defendant further argued that any penalty amount would be reduced due to reasonable steps it took, such as ensuring that aggrieved employees were aware of its reimbursement policy and ensuring aggrieved employees were aware that personal device use was not required. The maximum potential exposure for this claim is $5,215,000 ($100 x 52,1250 pay periods). A reasonable estimate of the realistic exposure for this claim is $1,095,150 ($30 x 52,150 x 0.7). The 30% reduction is to account for the risk that Plaintiff would not be able to show through testimony that expenses were necessary and occurred in every pay period.

- <u>Retaliation</u>: Plaintiff alleges that Defendant retaliated against him and other aggrieved employees for reporting unsafe or unlawful practices, such as the nonoperational air conditioning in Defendant's armored vehicles. The principal risk is whether the evidence supports a representative violation affecting employees other than Plaintiff. Defendant contended that the retaliation allegations are individualized, that any employment actions were supported by legitimate reasons, and that no companywide retaliatory policy or practice existed. Defendant further contended that any alleged retaliatory conduct would have occurred across very few pay periods. Unless evidence establishes that other aggrieved employees personally suffered the same section 1102.5 violation, the claim would support little or no representative PAGA recovery. The maximum potential exposure and realistic exposure for this claim is approximately $100 to account for the alleged retaliatory conduct Plaintiff experienced. In resolving this claim, Defendant represented that they were not aware of another employee who had alleged a retaliation claim against Defendant for which a civil penalty could be sought.

- <u>Waiting Time Penalties</u>: Plaintiff alleges that Defendant failed to pay all wages due to former employees at separation in violation of Labor Code sections 201 through 203. The claim follows from the underlying allegation that employees remained owed wages when their employment ended. Defendant argued that it paid all wages shown in its records at separation, that any additional amount was genuinely disputed, and that any failure was not willful. More importantly for the PAGA valuation, section 2699(i) prohibits an employee from collecting an additional PAGA civil penalty for sections 201, 202, or 203 where the employee collects a penalty for the underlying unpaid-wage violation. The claim therefore presents substantial risk and may have little or no independent PAGA value. The maximum potential exposure for this claim is $5,215,000 ($100 x 52,150). A reasonable potential exposure for this claim is approximately $0 to $1,564,500 ($30 x 52,150).

- Failures Relating to Health & Safety: Plaintiff alleges that Defendant violated Labor Code sections 6400, 6401, 6401.7, 6401.8, 6402, 6403, 6404, 6406, and 6407 by requiring employees to work in unsafe vehicles or excessive heat and by failing to identify, correct, or adequately respond to dangerous conditions. Defendant argued that these violations were investigated by OSHA resulting in penalties and that because OSHA investigated the claims, Plaintiff was not authorized to seek civil penalties for the alleged violations. Plaintiff does not dispute that he reported some of the violations to OSHA and that OSHA investigated; however, after Plaintiff submitted his PAGA notice (which he contends included more expansive violations), Plaintiff contends that OSHA failed to investigate. The maximum potential damages are $0 to $5,215,000 ($100 x 52,1250). A realistic exposure amount for this claim is approximately $0 to $2,607,500 ($100 x 52,1250 x 0.5). The 50% reduction was applied to account for the risk that a finder of fact would determine that OSHA had no obligation to conduct another investigation due to the complaints being substantially the same or similar to the conduct it had already investigated.

- Failure to Timely Pay Wages: Plaintiff alleges that Defendant violated Labor Code sections 204 and 210 by failing to pay all wages due on the regular payday, including alleged minimum wages, overtime wages, and meal or rest premiums. This claim is derivative of Plaintiff's claims for unpaid wages. Defendant argued that all wages reflected in its timekeeping and payroll systems were timely paid and that any alleged section 204 violation depends entirely on Plaintiff first proving an underlying wage violation. Section 2699(i) bars an additional section 204 penalty where the violation was not willful or intentional and a penalty is collected for the underlying unpaid-wage violation. Accordingly, the separate value of this claim depends materially on proof that the alleged untimely payment was willful or intentional and may result in no recovery due to its derivative nature. The maximum potential damages for this claim are $5,215,000 ($100 x

52,1250). A realistic potential exposure for this claim is $0 to $782,250 ($30 x 52,150 x 0.5) given that the claim is derivative and there is a substantial risk that Plaintiff would not be able to show that any failure to pay wages was willful or intentional. As discussed above, Defendant also argued that they took reasonable steps to ensure compliance with Labor Code provisions requiring payment of wages, which accounts for the $30 penalty amount.

- <u>Failure to Maintain Accurate Records:</u> Plaintiff alleges that Defendant's records failed to reflect all hours worked and wages earned and that Defendant did not maintain all personnel records, therefore violating Labor Code sections 1174 and 1198.5. Defendant contended that it maintained extensive time and payroll records and maintained all personnel records required by law. Defendant also contended that any potential penalties would be reduced because the failure to maintain accurate records of hours worked is derivative of Plaintiff's claim for unpaid wages (e.g. because off the clock time was not recorded, the records were not accurate). The maximum potential exposure for this claim is $5,215,000 ($100 x 52,1250). The potential realistic exposure for this claim is $0 to $2,607,500 (50% reduction). The reduction applied is to account for the risk that Plaintiff would not be able to prove the underlying violations and prove that a violation occurred in each pay period.

- <u>Failure to Provide Paid Sick Leave:</u> Plaintiff alleges that Defendant violated Labor Code sections 246 and 246.5 by failing to provide paid sick leave in all instances in which aggrieved employees were eligible to receive it and by calculating sick-pay compensation without including all compensation required in the applicable rate. Defendant contends that they properly calculated the applicable rate of pay and that any additional payments identified by Plaintiff were discretionary and therefore properly excluded. Defendant further contends that any unpaid sick leave was isolated because they maintained a facially compliant sick-leave policy and paid sick leave when employees reported and used it. The maximum potential exposure for this claim is $5,215,000 ($100 × 52,150 pay periods). A realistic potential exposure is approximately $521,500, reflecting a 90% reduction. This reduction accounts for the risk that the trier of fact would conclude that Aggrieved Employees did not receive nondiscretionary compensation that should have been included in the sick-pay rate, as well as the risk that any failure to provide or properly calculate sick leave affected only a limited number of employees and pay periods. It also accounts for Defendant's evidence that they maintained a legally compliant policy and paid sick leave in at least some instances, making it unlikely that a violation occurred in every pay period or as to every aggrieved employee.

10. The parties reviewed and analyzed substantial information relating to the alleged PAGA violations, including data concerning Aggrieved Employees and the potential penalties associated with the claims asserted. Based on that review and analysis, including the documents exchanged during the informal discovery process, I have determined that the maximum potential penalties for the PAGA claims asserted in Plaintiff's LWDA notices are approximately $54,453,850, whereas the realistic potential exposure is approximately $13,272,275. Based on our research, we did not identify any prior Labor Commissioner or court decisions finding that Defendant's policies or practices were unlawful. Accordingly, a "subsequent violation" penalty rate may not apply for purposes of calculating potential penalties. Therefore, the exposure analysis assumes that, if the matter proceeded to trial, the Court would apply the "initial violation" penalty rate.

11. I believe the potential PAGA penalties in this matter could be reduced based on the nature of the alleged violations and the evidence presented by Defendant. Several of the alleged violations involve technical non-compliance with Labor Code requirements rather than circumstances involving a complete failure to comply with wage and hour obligations or intentional violations of the Labor Code. Additionally, Defendant produced documents that could support a finding that they made good faith efforts to comply with applicable Labor Code requirements, which may support a reduction of any civil penalties awarded. Courts have exercised substantial discretion in reducing PAGA penalties depending on the circumstances presented. *See, e.g., Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (30% reduction); *Fleming v. Covidien, Inc.* (C.D. Cal. 2011) 2011 U.S. Dist. LEXIS 154590, *9 (82% reduction). Accordingly, the maximum potential civil penalties in this matter could reasonably be

reduced to approximately $9,621,693 (assuming an 82% reduction) to $37,417,695 (assuming a 30% reduction). Taking into account these reductions, the realistic potential civil penalties in this matter could reasonably be reduced to $2,389,009.50 (82%) to $9,290,592.50 (30%). Considering these potential reductions, Plaintiff's gross recovery of $700,000 under the PAGA settlement represents approximately 1.9% to 7.3% of the potential maximum civil penalties and 7.5% to 29.3% of the potential realistic civil penalties. The average gross recovery per Aggrieved Employee is $615.11 and the average net recovery per Aggrieved Employee is $132.76. The average gross recovery per pay period is $13.42 and the average net recovery per pay period is $2.90. In light of the factual and legal disputes in this matter, I believe the settlement represents a reasonable compromise of the claims asserted.

12. If the proposed settlement is not approved, the parties face substantial additional litigation, expense, and delay before any recovery could be obtained. As an initial matter, Defendant filed a motion to compel arbitration based on an arbitration agreement Plaintiff allegedly signed during his employment. Although the parties resolved the matter before the motion was decided, Defendant maintained that Plaintiff's individual claims were subject to arbitration and that the representative PAGA claims should be stayed pending resolution of the individual claims. Plaintiff disputed that position, contending that he was a transportation worker engaged in interstate commerce and therefore exempt from the Federal Arbitration Act under the transportation worker exemption. Plaintiff further contended that the arbitration agreement was otherwise unenforceable. Had the Court granted Defendant's motion, Plaintiff likely would have been required to first litigate his individual claims in arbitration before any representative PAGA litigation could proceed. Plaintiff's ability to continue prosecuting the representative PAGA claims would then depend, at least in part, on the outcome of the arbitration and the evolving law governing representative standing and the relationship between individual and representative PAGA claims. The arbitration issue therefore presented a substantial threshold litigation risk that could significantly delay or limit recovery.

13. Even if Plaintiff prevailed on the arbitration issue, the parties would incur substantial

additional litigation expenses. Further discovery would likely include additional written discovery, depositions of corporate representatives, managers, payroll personnel, and aggrieved employees, expert analysis of payroll and timekeeping data, and expert testimony concerning payroll calculations, representative proof, and statistical issues. Plaintiff would also bear the burden of proving the alleged Labor Code violations on a representative basis, including establishing the frequency of violations across approximately 52,150 pay periods involving approximately 1,138 Aggrieved Employees. Defendant would continue to dispute liability, challenge whether common proof established violations on a representative basis, contend that many alleged violations were isolated or employee-specific, and argue that any recoverable penalties should be substantially reduced under Labor Code section 2699. These issues would likely require significant additional motion practice, trial preparation, and, if necessary, appellate proceedings, substantially increasing the expense and delaying any recovery to Plaintiff, the Aggrieved Employees, or the LWDA. In light of these risks, expenses, and delays, I believe the proposed settlement provides a fair, reasonable, and immediate recovery that avoids the uncertainty inherent in continued litigation.

14. I am a shareholder at Employee & Consumer Advocates of Northern California, PC dba NorCal Advocates. In agreeing to represent Plaintiff and take on the case on behalf of all Aggrieved Employees, I agreed to handle this matter on a contingency basis, meaning my firm would only recover fees if we obtained a monetary recovery through settlement or judgment. I accepted the risk that we may not recover any compensation if we were unsuccessful at trial. I also accepted the risk that the case could be subject to an unfavorable ruling on dispositive motions, including summary judgment. However, I believed it was important to ensure that employees have access to affordable legal representation so that employers are held accountable for complying with their legal obligations and employees receive all wages and benefits to which they are entitled.

15. My firm, founded in March 2024, is a small practice focused primarily on employment litigation, including wage and hour matters. I attended and graduated from the University of California, Davis, where I received a Bachelor of Arts degree in Psychology. I subsequently attended the University of the Pacific, McGeorge School of Law, graduating in 2017

with a Juris Doctor degree. I graduated in the top 5% of my class and was a member of the Order of the Coif. I received the Witkin Award for earning the highest grade in several courses, including Legal Research & Writing, Civil Procedure, Bankruptcy, and Criminal Procedure. I also served as President of the Labor & Employment Club at McGeorge School of Law from 2016 to 2017.

16. While attending law school, I worked at Shimoda & Rodriguez Law, PC, a local law firm primarily focused on wage and hour class actions, beginning in 2015 as a law clerk. I also participated in an employment law clinic in 2015 and 2016 that provided free legal consultations to low-income workers regarding a variety of employment matters, including wage and hour violations, discrimination and harassment, California leave laws, unemployment, retaliation, and wrongful termination. Under the supervision of an attorney, I prepared wage claims and represented employees in proceedings before the California Labor Commissioner. From 2016 to 2017, I completed an externship with the Federal Public Defender's Office as a Certified Law Student, where I obtained discovery, conducted legal research, drafted motions, negotiated plea agreements, represented clients at various hearings, and defended a client against five misdemeanor charges in a jury trial in the United States District Court for the Eastern District of California. I was also a member of the nationally recognized McGeorge Mock Trial Team and, after graduating from law school, coached a high school Mock Trial team in 2017. Since becoming an attorney, I have served as first chair in two employment jury trials.

17. From 2020 to the present, I have been recognized as a Super Lawyer Rising Star. I have served on the Board of Directors of the Sacramento County Bar Association since 2022 and have served as President of the Sacramento County Bar Association since January 1, 2026. Prior to becoming President, I served as Chair of the Sacramento County Bar Association Labor & Employment Section's Executive Committee in 2021. I have also served as Chair of the Board of Directors for the Center for Workers' Rights since 2022, an organization dedicated to protecting and advancing the rights of workers. I have over eleven years of experience handling civil litigation and employment law matters. The majority of my practice has focused on analyzing and litigating wage and hour claims. I have worked on a variety of individual, class action, and PAGA matters

involving wage and hour issues, including failure to pay overtime, failure to pay minimum wages, failure to provide meal and rest periods, failure to reimburse business expenses, unlawful deductions, failure to maintain accurate time records, failure to provide paid sick leave, failure to pay all wages upon separation, unfair competition, breach of contract, independent contractor misclassification, and employee misclassification.

18. My partner, Connor W. Olson, graduated magna cum laude with distinction from Sonoma State University, where he earned a Bachelor of Arts degree in Criminology and Criminal Justice. He subsequently attended Santa Clara University School of Law. Following his first year of law school, he ranked within the top ten percent of his class and ultimately graduated within the top twenty percent of his graduating class. While attending law school, he participated in the Moot Court program and the Katharine & George Alexander Community Law Center's Legal Rights Clinic.

19. In 2012, Mr. Olson served as a Summer Associate with Downey Brand LLP. Following graduation from law school, he joined Downey Brand LLP as an associate attorney, where he practiced from 2013 through 2015. Thereafter, he joined Stoel Rives LLP, where he regularly handled complex litigation matters, including class actions and representative actions involving employment and consumer protection issues.

20. In 2016, Mr. Olson founded his own law practice, focusing primarily on representing employees and consumers in litigation, including wage and hour actions, discrimination and retaliation claims, representative actions under California's Private Attorneys General Act ("PAGA"), and other complex civil litigation matters.

21. In 2024, Mr. Olson co-founded NorCal Advocates with myself. NorCal Advocates represents employees and consumers throughout California in individual, representative, and class action litigation. The firm's practice includes employment matters arising under the California Labor Code, the Fair Employment and Housing Act, and related statutes, as well as consumer protection matters under the Consumer Legal Remedies Act, the False Advertising Law, and laws prohibiting unfair and deceptive business practices.

22. Throughout his legal career, Mr. Olson has handled matters at all stages of litigation in both state and federal courts, including pleadings, discovery, dispositive motions, settlement negotiations, mediations, arbitrations, and trial. He has successfully represented clients in arbitration proceedings and recently completed a multi-week jury trial involving claims brought by an individual plaintiff under the Fair Employment and Housing Act.

23. Mr. Olson has remained actively involved in the legal profession and the Sacramento legal community. In 2024, he served as President of the Sacramento County Bar Association. He previously served as President of the Sacramento County Bar Association Barristers Club and as Chair of the Sacramento County Bar Association Small and Solo Practice Division. He currently serves on the Board of Directors of the Sacramento County Bar Foundation, the Center for Workers' Rights, and the Sacramento County Bar Association Small and Solo Practice Section.

24. Mr. Olson has organized dozens of Mandatory Continuing Legal Education ("MCLE") programs on a variety of topics, including employment law, litigation practice, law and motion, legal technology, and issues relating to attorney competence in emerging technologies. He has also personally presented multiple MCLE programs addressing technology competence and the ethical use of technology in the practice of law.

25. Mr. Olson's professional accomplishments have been recognized by his peers and industry publications. He has been repeatedly selected as a Northern California Super Lawyers Rising Star and has also been recognized by the Sacramento Business Journal's Best of the Bar program. He is also a member of the California Employment Lawyers Association ("CELA").

26. Some of the employment class action and/or PAGA cases myself and/or Connor Olson have litigated as lead or co-counsel including the following:

- *Arosemena v. Ranchhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin Sup. Ct.).
- *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.).
- *Balli v. Brown Box Investments, Inc., et al.,* Case No. 34-2018-00232656 (Sac. Sup. Ct.).

- *Barkhousen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.).
- *Barrios v. American Property Management, Inc.,* Case No. 1:18-cv-00352-AWI-SKO (E.D. Cal.).
- *Callahan v. Creative Alternatives, Inc., et al.,* Case No. 2027518 (Stanislaus Sup. Ct.).
- *Collazo v. T.O.P. Marketing Group, Inc.,* Case No. 34-2022-00314092 (Sac. Sup. Ct.).
- *Cristobal v. BAT Residential Services, Inc.,* Case No. FCS056331 (Solano Sup. Ct.).
- *Coronado v. MGD, Inc.,* Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.).
- *Estrada v. MAD Security Services, Inc.,* Case No. 34-2021-00300627 (Sac. Sup. Ct.).
- *Ferreyra v. Point Digital Finance, Inc., et al.,* Case No. 20CV373776 (Santa Clara Sup. Ct.).
- *Finance of America Wage And Hour Cases*, Case No. JCCP 5081 (Orange County Sup. Ct.).
- *Foster v. El Dorado Truss, Inc.,* Case No. 25CV005514 (Sacramento County Sup. Ct.).
- *Gomez, et al. v. Kleary Masonry, Inc.,* Case No. 34-2020-00278067 (Sac. Sup. Ct.).
- *Gonzalez v. Northcentral Pizza, LLC, et al.,* Case No. 34-2019-00252018 (Sac. Sup. Ct.).
- *Gordon, et al. v. Hospice Source, LLC*, Case No. 34-2019-00250022 (Sac. Sup. Ct.).
- *Green v. Warden Security Associates, Inc.,* Case No. 22CV396140 (Santa Clara Sup. Ct.).
- *Hampton v. Unlimited Security Specialists, Inc*., Case No. CV2021-2130 (Yolo Sup. Ct.).
- *Hercules, et al. v. Maximus Services, LLC*, Case No. 34-2019-00268385 (Sac. Sup. Ct.).
- *Insixiengmay v. Hyatt Corporation*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.).
- *Kurtz v. Perimeter Security Group, LLC, et al.,* Case No. CU19-083650 (Nevada Sup. Ct.).
- *Leong-Call v. MRB Foods, Inc.,* Case No. 34-2020-00287486 (Sac. Sup. Ct.).

- *Magat v. Medical Care Professionals, Inc., et al*., Case No. SCV0042579 (Placer Sup. Ct.).
- *Martin v. Twin Rocks Estate Vineyards and Winery Inc.,* Case No. S-CV-0055350 (Placer Sup. Ct.).
- *Mayorga v. Brown Strauss, Inc.,* Case No. STK-CV-UOE-2020-0010906 (San Joaquin Sup. Ct.).
- *McGhee v. Salute Incorporated*, Case No. 34-2022-00315317 (Sac. Sup. Ct.).
- *McMahon v. Airco Mechanical, Inc*., Case No. 34-2019-00259269 (Sac. Sup. Ct.).
- *Meals v. Grass Valley Extended Care, Inc.,* et al., Case No. CU19-083606 (Nevada Sup. Ct.).
- *Munoz v. Wilmor And Sons Plumbing And Construction*, Case No. 34-2021-00306609 (Sac. Sup. Ct.).
- *Ruiz v. CTE Cal, Inc.,* Case No. 34-2020-00289168 (Sac. Sup. Ct.).
- *Saavedra, et al. v. SMF Global, Inc*., Case No. 34-2018-00243363 (Sac. Sup. Ct.).
- *Scarano v. J.R. Putman, Inc., et al.,* Case No. 34-2018-00244753 (Sac. Sup. Ct.).
- *Scoggins, et al. v. Energy Star Construction, Inc.,* Case No. 34-2018-00243048 (Sac. Sup. Ct.).
- *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.).
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.).
- *Tracy v. Von Housen's Sacramento, Inc*., Case No. 34-2020-00282778 (Sac. Sup. Ct.).
- *Uribe v. Ecoguard Pest Management, Inc.,* Case No. 34-2021-00300650 (Sac. Sup. Ct.).
- *Vasquez v. Chriswell Home Improvements, Inc.,* Case No. 34-2021-00305938 (Sac. Sup. Ct.).
- *Villarruel, et al. v. General Produce Company, et al.,* Case No. 34-2021-00311463 (Sac. Sup. Ct.).
- *Walker v. Yan Kalika Dental Corporation*, Case No. 34-2021-00305106 (Sac. Sup. Ct.).

- *Webb v. Professional Healthcare At Home, LLC*, Case No. FCS055317 (Solano Sup. Ct.).

27. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status.

28. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest,* (1977) 20 Cal.3d 25, 34-35, *Lafitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, and *Paul, Johnson, Alston & Hunt v. Graulty* (9th Cir. 1989) 886 F.2d 268, 271. Plaintiff and our firm have been able to secure an identifiable benefit on behalf of Aggrieved Employees and the LWDA and equity counsels that the cost of the representation should be born equally amongst all who are receiving these benefits. The settlement recovery provides an excellent result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. I agreed to take this case on a contingency and as a representative action with the possibility that I would not receive any compensation from my time and efforts due to issues regarding the merits and have carried that risk over the course of this case. I have reviewed fee arrangements and court ordered fee awards in similar cases and I believe that the one third (1/3) fee request is within the accepted ranges. I believe my request of $233,333.33 (1/3) for attorneys' fees is justified given the results obtained on behalf of Aggrieved Employees and the LWDA. My hourly billing rate is $450 per hour, which is the reasonable and usual hourly rate I charge for my services. Mr. Olson's hourly billing rate is $550 per hour, which is the reasonable and usual hourly rate he charges for his services. I have expended approximately 228.6 hours at my customary hourly rate of $450, and Connor W. Olson has expended approximately 152.4 hours at his customary hourly rate of $550, resulting in a combined lodestar of approximately $186,690. Attached as **Exhibit H** is a true and correct copy of a summary of my firm's hours. This matter does not include any fee splitting agreement. Further, at this time my firm has advanced all costs for Plaintiff and Aggrieved Employes and has not received any compensation for our time expended in this case. The incurred costs to date and the expected costs through overseeing the complete distribution of all settlement proceeds are estimated to be $14,388.40. Attached as **Exhibit G** is a true and correct copy of an itemization of our firm's incurred costs and expected costs through the complete distribution of all settlement proceeds. The difference in actual costs and the $20,000 allocated under the Agreement will be added to the PAGA Payment per the terms of the settlement.

29. I have used several settlement administrator companies in the wage and hour class actions and PAGA actions I have resolved in the past and believe Phoenix Settlement Administrators will provide the best service to administer the proposed PAGA settlement. A true and correct copy of the cost estimate provided by Phoenix Settlement Administrators in the amount of $9,250 is filed with this Motion as **Exhibit D**. The difference in the actual costs and the $15,000 maximum allocated will be added to the PAGA Payment per the terms of the settlement.

30. A copy of the proposed settlement agreement and this Motion was submitted to the LWDA at the same time this Motion was submitted to the Court. A true and correct copy of the proof of submission to the LWDA is being filed with this Motion as **Exhibit F**.

31. A true and correct copy of the proposed Notice of Settlement to be distributed to Aggrieved Employees informing them of the settlement and all material terms is being filed with this Motion as **Exhibit E**.

32. Pursuant to Local Rule 2.99.05, I have reviewed the Court's Checklist for Approval of Class Action and/or Private Attorneys General Act Settlements and attest that my briefing complies with the checklist.

33. The settlement does not provide for a *cy pres* distribution; rather, it provides that any unclaimed funds will be provided to the State Controller's Unclaimed Property Fund in the name of the intended recipient.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of July 2026 in Sacramento, California.

Brittany Berzin

Brittany Berzin