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Attorneys for Plaintiff KAMAYA DUNN,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KAMAYA DUNN, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

CORINTHIAN INTERNATIONAL
PARKING LA, INC., a California corporation;
and DOES 1through 100, inclusive,

Defendants.

CASE NO.: 22STCV19143

*[Assigned for all purposes to the Hon. William
F. Highberger, Dept. 10]*

**DECLARATION OF VEDANG J. PATEL
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

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2. I submit this declaration in support of Plaintiff's Motion for Approval of Representative Action Settlement. I believe that the Settlement is fair, reasonable, and adequate in light of the probable outcome of further litigation relating to liability and damage issues.

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6. Defendant represents that there are no more than 9,500 PAGA Pay Periods during the PAGA Period. In the event the number of PAGA Pay Periods during the PAGA Period increases by more than ten percent (10%), or 950 PAGA Pay Periods, then the GSA shall be increased proportionally by the PAGA Pay Periods in excess of 10,450 multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the GSA by 9,500. The Parties agree that the Pay Period Value amounts to \$16.84 per pay period ($\$160,000 / 9,500$ pay periods). Thus, for example, should there be 15,000 PAGA Pay Periods in the PAGA Period, then the GSA shall be increased by \$76,622 $[(15,000 \text{ PAGA Pay Periods} - 10,450 \text{ PAGA Pay Periods}) \times \$16.84/\text{pay period}]$. Alternatively, should the number of PAGA Pay Periods increase by more than ten percent (10%), then Defendant may elect to end the PAGA Period on the day the number of PAGA Pay Periods reaches 10,450. Defendant shall make its election no later than forty-five (45) calendar days after full execution of this Agreement, or within a reasonable time after the date Defendant is notified by the Administrator that there are more than 10,450 Pay Periods in the proposed PAGA Period, whichever is later.

7. PAGA Counsel, comprised of David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., believe these penalties are genuine, meaningful, and fulfill PAGA's underlying purpose to benefit the public. Accordingly, PAGA Counsel requests that the Court approve the Settlement as such awards are reasonable and also warrant approval.

Factual and Procedural Background

The Parties

8. I am informed and believe Plaintiff was a non-exempt, hourly-paid employee of Defendant from approximately July of 2021 through approximately March of 2022.

9. I understand Plaintiff was a Security Guard with duties that included, but were not limited to, monitoring security cameras, performing regular rounds, and granting access to residents who were locked out.

10. Based on information provided by Defendant, Plaintiff believes there are approximately 120 Aggrieved Employees in the PAGA Period.

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Procedural History

11. Also, on or around June 13, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached hereto as Exhibit “2.”

12. On or around September 8, 2022, Plaintiff filed representative action by filing a Complaint in the Superior Court of California, for the County of Los Angeles, Case no. 22STCV29224, alleging causes of action against Defendant for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) based on the Labor Code violations alleged in the PAGA Notice. Plaintiff subsequently filed a first amended Complaint on or around May 26, 2023, to remove a previous defendant and add Plaintiff’s duties under Defendant’s employ (the “Operative Complaint”). Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified therein, and denies any and all liability for the causes of action alleged.

13. Thereafter, the Parties agreed to exchange informal discovery and participate in mediation.

14. Prior to mediation, Plaintiff obtained, through informal discovery: (1) Defendant’s workforce, payroll and timekeeping practices during the PAGA Period; (2) all relevant policy documents from Defendant; and (3) Plaintiff’s personnel records.

15. On December 16, 2025, the Parties participated in a mediation presided over by Nikki Tolt, Esq., of ACT Mediation, Inc., which led to this Agreement to settle the Action on a PAGA-only basis.

Discovery and Investigation

16. In the lead-up to mediation, PAGA Counsel¹ investigated Plaintiff’s claims, performed legal research regarding Defendant’s defenses, and engaged in informal discovery. During that time, Defendant produced: (1) Defendant’s workforce, payroll, and timekeeping

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¹ “PAGA Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1 practices during the PAGA Period; (2) all relevant policy documents of Defendant; and (3)
2 Plaintiff's personnel records.

3 17. The above information and sampling yielded sufficient information to determine, for
4 the PAGA Period, the total number of Aggrieved Employees, the total number of shifts and PAGA
5 Pay Periods, the average length of shifts for Aggrieved Employees, average rates of pay, detailed
6 analyses of meal period and rest period violations, the number of Aggrieved Employees eligible for
7 waiting time penalties and wage statement penalties, and the policies and practices in play during
8 the PAGA Period. The documents and information produced enabled PAGA Counsel to analyze
9 the law and facts relating to Plaintiff's claims. PAGA Counsel also retained an expert to review and
10 analyze the time and payroll records and prepare a model setting forth Defendant's potential
11 exposure for civil penalties for use in mediation. The documents and information shared also
12 enabled Plaintiff to evaluate the potential hurdles to recovery, including in connection with the
13 merits of the claims and manageability. Based on this investigation and discovery, Plaintiff was
14 able to act intelligently and effectively in negotiating the proposed Settlement.

15 18. PAGA Counsel has conducted significant investigation of the law and facts relating
16 to the claims asserted in the Action, and has concluded that the Settlement set forth herein is fair,
17 reasonable, adequate and in the best interests of the Aggrieved Employees, and, to the extent
18 permitted by law, the State of California, taking into account the sharply contested issues involved,
19 the expense and time necessary to litigate the Action through trial and any appeals, the risks and
20 costs of further litigation, the risk of an adverse outcome, the uncertainties of complex litigation, the
21 information learned through informal discovery regarding Plaintiff's allegations, and the substantial
22 benefits to be received by Aggrieved Employees.

23 19. Defendant has concluded that, because of the substantial expense of defending
24 against the Action, the length of time necessary to resolve the issues presented herein, the
25 inconvenience involved and the concomitant disruption to their business operations, it is in their
26 best interests to accept the terms of the Agreement. Defendant denies each of the allegations and
27 claims asserted against it in the Action. However, Defendant nevertheless desires to settle the Action
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1 for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation, and for the
2 purpose of putting to rest the controversies engendered by the Action.

3 **Mediation**

4 20. On December 16, 2025, the Parties participated in a mediation presided over by Nikki
5 Tolt, Esq., of ACT Mediation, Inc., which resulted in the Parties' agreement, which resulted in an
6 agreement to resolve this matter on a PAGA-only basis, with the terms memorialized in the
7 Settlement Agreement.

8 21. The Settlement negotiations were conducted at arm's length and, although conducted
9 in a professional manner, were adversarial. The Parties went into mediation willing to explore the
10 potential for a settlement of the Action, but each side was also prepared to litigate their position
11 through trial and appeal if a settlement had not been reached. After several exchanges of a
12 memorandum of understanding and ultimately a long form draft settlement agreement, the Parties
13 fully executed the Settlement Agreement, a copy of which is attached as Exhibit "1" hereto.

14 22. Based on PAGA Counsel's investigation, informal discovery, and evaluation of
15 Plaintiff's claims, Defendant's defense regarding the merits of the claims and the manageability of
16 a trial thereon, Defendant's potential exposure, the expense and time necessary to pursue this action
17 through trial, the risks and costs of further prosecution of this action, the uncertainties of complex
18 litigation and developing law, and the benefits that will accrue to the LWDA and the Aggrieved
19 Employees, the Parties and their counsel believe that a settlement on the terms set forth herein is
20 fair, reasonable, adequate, and in the best interests of Plaintiff, Aggrieved Employees, the LWDA,
21 and Defendant.

22 **Summary of Settlement**

23 **The Aggrieved Employees**

24 23. The "Aggrieved Employees" who are covered by the Settlement Agreement are all
25 persons currently or formerly employed by Defendant, either directly or through any subsidiary,
26 staffing agency, or professional employer organization, as non-exempt, hourly-paid employees
27 during the period from June 1, 2021, through December 16, 2025 ("PAGA Period"). Based on
28 information provided by Defendant prior to mediation, Plaintiff believes there are approximately

120 Aggrieved Employees in the PAGA Period.

Settlement Terms

24. The Settlement provides for a GSA of \$160,000.00, as the same may be escalated pursuant to the Parties' Settlement Agreement, to be paid by Defendant. The GSA shall be allocated as follows:

Net Settlement Amount

25. The amount of the GSA that remains after deducting the Administration Expenses Payment (\$3,950.00), PAGA Counsel's Attorneys' Fees (\$53,333.33), and PAGA Counsel's Litigation Expenses Payment (\$29,480.01) will be designated as the Net Settlement Amount ("NSA"). If the Court approves those allocations, the total estimated amount of the Net Settlement Amount is \$73,236.66, as the same may be escalated pursuant to the Settlement Agreement. Pursuant to the Settlement Agreement and Labor Code section 2699(i), seventy-five percent (75%) of the Net Settlement Amount, or \$54,927.49 (as the same may be escalated pursuant to the Settlement Agreement) will be paid to the LWDA, and the remaining twenty-five percent (25%), or \$18,309.16 (as the same may be escalated pursuant to the Settlement Agreement) of the Net Settlement Amount will be paid to the Aggrieved Employees on a *pro rata* basis using their respective number of PAGA Pay Periods² worked during the PAGA Period. The estimate average payment to Aggrieved Employees is approximately \$152.58 (\$18,309.16 / 120 Aggrieved Employees).

Administrator and Costs of Administering the Settlement

26. The Parties have agreed that the Administrator will be Phoenix Class Action Administration Solutions ("Phoenix"). The cost of administering the Settlement, including but not limited to, mailing the Individual PAGA Payments to the Aggrieved Employees, shall not exceed \$3,950.00 and will be paid to the Administrator from the Gross Settlement Amount.

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² "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

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PAGA Counsel’s Attorneys’ Fees and Costs

27. The Settlement Agreement provides for an award of attorneys’ fees to PAGA Counsel in an amount not more than one-third (1/3) of the Gross Settlement Amount, which unless escalated pursuant to the Settlement Agreement, will be \$53,333.33 as well as reimbursement of litigation costs reasonably incurred in an amount of \$29,480.01.

Settlement Administration

28. Within fourteen (14) days of the Effective Date, as defined in the Agreement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s (1) name; (2) last-known mailing address(es); (3) last known Social Security Number(s); and (4) number of pay periods worked during the PAGA Period. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.

29. Defendant shall fund the Gross Settlement Amount as follows: (a) \$40,000.00 shall be paid within thirty (30) days of execution of the Agreement; and (b) Defendant shall thereafter pay \$5,000.00 per month until the Gross Settlement Amount is fully paid. The final payment shall be made on or before December 31, 2027. All funds shall be deposited into an interest-bearing fund account established for the benefit of the Aggrieved Employees and the LWDA. The Administrator will subsequently mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees and Expenses Payment. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along with the PAGA Payment Letter, the substance of which is attached hereto as Exhibit “3.”

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30. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. For any Aggrieved Employee whose check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks, together with any accrued interest, to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Los Angeles County in the name of the Aggrieved Employee.

Taxes

31. The Administrator will report Individual PAGA Payments on IRS Form 1099. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Parties do not expect there to be any employer-side taxes arising from this Settlement because this is a settlement of a representative action for civil penalties. If it is determined that employer-side taxes exist on the Gross Settlement Amount, such taxes will be funded by the Gross Settlement Amount.

Release

32. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, for the duration of the PAGA Period, Plaintiff, PAGA Counsel, and all Aggrieved Employees are deemed to release, on behalf of themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA that were asserted in Plaintiff's PAGA Notice and the Operative Complaint, or that reasonably could have been asserted based on the facts alleged in the PAGA Notice and the Operative Complaint.

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Escalator Provision

33. Defendant represents that there are no more than 9,500 PAGA Pay Periods during the PAGA Period. In the event the number of PAGA Pay Periods during the PAGA Period increases by more than ten percent (10%), or 950 PAGA Pay Periods, then the GSA shall be increased proportionally by the PAGA Pay Periods in excess of 10,450 multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the GSA by 9,500. The Parties agree that the Pay Period Value amounts to \$16.84 per pay period (\$160,000 / 9,500 pay periods). Thus, for example, should there be 15,000 PAGA Pay Periods in the PAGA Period, then the GSA shall be increased by \$76,622 [(15,000 PAGA Pay Periods – 10,450 PAGA Pay Periods) x \$16.84/pay period)]. Alternatively, should the number of pay periods increase by more than ten percent (10%), then Defendant may elect to end the PAGA Period on the day the number of PAGA Pay Periods reaches 10,450. Defendant shall make its election no later than forty-five (45) calendar days after full execution of this Agreement, or within a reasonable time after the date Defendant is notified by the Administrator that there are more than 10,450 PAGA Pay Periods in the proposed PAGA Period, whichever is later.

Uncashed Checks

34. All checks mailed to the Settlement Class Members and Aggrieved Employees that are not cashed within 180 days of the date of issuance of the check shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Los Angeles County in the name of the Aggrieved Employee who did not claim the funds.

Argument

The PAGA Penalties Secured by the Settlement are Genuine and Meaningful, and Fulfill PAGA’s Underlying Purpose to Benefit the Public

35. I believe here, the Settlement penalizes Defendant for its alleged violation of California’s labor laws, provide a significant benefit of \$73,236.66 (as the same may be escalated pursuant to the Settlement) to the State and also provides relief to the Aggrieved Employees that is genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public.

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1 36. I believe the Gross Settlement Amount of \$160,000.00, as the same may be escalated
2 pursuant to the Settlement Agreement, is significant enough to deter Defendant from future
3 violations. Accordingly, the Settlement fulfills the underlying purpose of the statute and confers a
4 substantial benefit on the public.

5 **The Settlement is Reasonable Given the Risks of Further Litigation**

6 37. PAGA Counsel obtained a meaningful amount in civil penalties despite facing
7 significant challenges had the litigation continued.

8 38. I am informed and believe that, in this instance, as there was no evidence that
9 Defendant was provided notice that they were in violation of the Labor Code, initial violation rates
10 were used to calculate penalties.

11 39. Based on the records produced by Defendant, Plaintiff understood there to be 9,500
12 PAGA Pay Periods through mediation. While PAGA Counsel is informed and believes that
13 reasonable minds differ with regard to calculation of PAGA penalties, PAGA Counsel believes one
14 reasonable calculation of Defendant's maximum exposure in PAGA penalties is as follows:

- 15 1. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of \$100 for
16 an initial violation and \$200 for each subsequent violation. Using the initial pay period
17 rate for all violations, and a violation every single pay period for every single non-exempt
18 employee in the PAGA Period, this amounts to a maximum exposure of \$950,000 (9,500
19 pay periods x \$100).
- 20 2. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an initial
21 violation and \$100 for each subsequent violation. Using the initial pay period rate for all
22 violations, and a violation every single pay period for every single non-exempt employee
23 in the PAGA Period, this amounts to a maximum exposure of \$475,000 (9,500 pay
24 periods x \$50).
- 25 3. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an initial
26 violation and \$100 for each subsequent violation. Using the initial pay period rate for all
27 violations, and a violation every single pay period for every single non-exempt employee
28 in the PAGA Period, this amounts to a maximum exposure of \$475,000 (9,500 pay

1 periods x \$50).

2 4. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an initial
3 violation and \$100 for each subsequent violation. Using the initial pay period rate for all
4 violations, and a violation every single pay period for every single non-exempt employee
5 in the PAGA Period, this amounts to a maximum exposure of \$475,000 (9,500 pay
6 periods x \$50).

7 5. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 287
8 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate
9 penalty for wage statement violations that are inaccurate, which prescribes penalties of
10 \$100 for an initial violation and \$200 for each subsequent violation. (*Id.* at 247-248.)
11 Using the initial pay period rate for all violations, and a violation every single pay period
12 for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum
13 exposure of \$950,000 (9,500 pay periods x \$100).

14 6. Waiting Time Penalties: Labor Code section 558 prescribes penalties of \$50 for an initial
15 violation and \$100 for each subsequent violation. Because this violation is merited only
16 at separation of employment, a one hundred percent (100%) violation rate would likely
17 include be just one violation per employee. Plaintiff's Counsel contends that there were
18 approximately 120 Aggrieved Employees separated from the company during the
19 relevant time period. This amounts to a maximum exposure of \$12,000 (120 Aggrieved
20 Employees x \$100).

21 7. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the appropriate
22 penalty for failure to reimburse work expenses, which prescribes penalties of \$100 for an
23 initial violation and \$200 for each subsequent violation. Using the initial pay period rate
24 for all violations, and a violation every single pay period for every single Aggrieved
25 Employee in the PAGA Period, this amounts to a maximum exposure of \$950,000 (9,500
26 pay periods x \$100).

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1 40. In sum, PAGA Counsel calculated Defendant’s total maximum exposure for PAGA
2 violations to be \$4,287,000. This calculation assumed the Court would allow a one hundred percent
3 (100%) violation rate for every Aggrieved Employee during every PAGA Pay Period, permit the
4 “stacking” of PAGA penalties (i.e., multiple penalties for different Labor Code violations in the
5 same pay period), and would not exercise its discretion to reduce any of those penalties.

6 41. On the other hand, PAGA Counsel understands that Defendant argued the following
7 in connection with this claim: Defendant contends that no PAGA penalties are likely to be awarded
8 and, even if they were, the maximum exposure calculated by Plaintiff is vastly overstated. First,
9 Defendant defends that PAGA penalties cannot and should not be stacked, specifically including
10 penalties arising from violations of Labor Code sections 201–203, 204, and 226, and that, even if
11 they could, very few Courts have ever exercised discretion to stack them. Second, Defendant denies
12 that a violation for each pay period can be established. Third, Defendant contends that a Court is
13 unlikely to exercise its discretion to award civil penalties under PAGA where, as here, Defendant
14 contends there is no conduct that would show any Labor Code violations by Defendant, if any, is
15 knowing and intentional that would justify PAGA penalties. Finally, Defendant asserts that
16 individualized issues predominate the PAGA claims, making the claims unmanageable for trial.
17 Thus, Defendant contends that the Court cannot, should not, and will not exercise its discretion to
18 award any penalties under PAGA.

19 42. While Plaintiff is confident in the merits of the case, a legitimate controversy exists
20 as to each predicate Labor Code violation. For example, Plaintiff contends that the Aggrieved
21 Employees were subjected to, *inter alia*, not being paid for all time under Defendant’s control,
22 unlawful meal and rest break policies, and were denied meal and rest break premiums. Defendant
23 refutes these contentions, claiming, for example, that everyone was paid for all time worked, they
24 authorized and permitted rest breaks, and provided meal periods.

25 43. Plaintiff also considered the fact that continued litigation would be expensive, time-
26 consuming and an uncertain proposition, involving a trial and possible appeals, and would delay
27 any recovery to the State and the Aggrieved Employees. There is also a substantial risk that the
28 Court would reduce the award even if Plaintiff was successful or otherwise exercises its discretion

1 not to award penalties at all even if Labor Code violations are found. In contrast, if the Court
2 approves the Settlement, the Aggrieved Employees will receive timely relief and avoid the risk of
3 an unfavorable judgment. Plaintiff objectively and knowledgably balanced the strengths and
4 weaknesses of their claims, the likelihood of reaching a trial, and the likelihood of success at trial
5 against the risk of continued litigation and was able to determine a realistic range of settlement
6 recovery for PAGA penalties.

7 44. As such, PAGA Counsel believes a twenty-five percent (25%) valuation of this
8 theoretical maximum exposure, resulting in **\$1,071,750.00 to be a reasonable estimate of the**
9 **likelihood of what Plaintiff may potentially recover at trial for PAGA penalties** (\$4,287,000 x
10 0.25). In all, PAGA Counsel obtained a Gross Settlement Amount of \$160,000.00.

11 45. Thus, when the risks of litigation, including, without limitation, the burdens of proof
12 necessary to establish liability, and the mixed case law on manageability, that no recovery may have
13 been possible whatsoever, as well as the probability of appeal of a favorable judgment are
14 considered, it is clear that the Settlement is reasonable and in the best interest of the State and the
15 public. The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil
16 penalties "to punish and deter" Defendant from future alleged Labor Code violations, while also
17 ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." (Lab. Code,
18 § 2699, subd. (e)(2); *Iskanian*, 59 Cal.4th at 384.)

19 **PAGA Counsel's Hourly Rates are Reasonable**

20 46. PAGA Counsel's hourly rates for attorneys are: \$1,200, \$1,000, \$900, \$600, and
21 \$450, with paralegal and legal assistant's hourly rates at \$200 and \$95, respectively.

22 47. A survey conducted by the National Law Journal for the year 2002 provides a sample
23 of a billing rate for California Lawyers. In that survey, six California firms provided their hourly
24 billing rates. Of those six firms, five regularly charge in excess of \$500.00 per hour for their partners.
25 In fact, four of the firms charge as high as \$600.00, \$620.00, \$650.00, and up to \$850.00 per hour.
26 These firms are located in Orange County, Los Angeles County, San Francisco County and San
27 Diego County and are the types of firms that Plaintiff's Counsel regularly opposes in these class
28 action cases. (See National Law Journal Survey, attached as Exhibit "4" hereto.). The only

1 difference is that these defense attorneys are paid on a monthly basis and do not have to advance
2 any costs on a case.

3 48. Finally, attached hereto is the Declaration of Richard Pearl in support of the Motion
4 for Final Approval in the case of *Rosa Cantu, et al v. Pacific Bell Telephone Company*, Los Angeles
5 Superior Court Case No. BC441237, dated January 4, 2011. (See Declaration of Richard Pearl
6 attached as Exhibit “5” hereto). Mr. Pearl specializes in issues related to cost-award attorney’s fees,
7 including the representation of parties in fee litigation and appeals, serving as an expert witness,
8 mediator and arbitrator in disputes concerning attorney’s fees and related issues. Mr. Pearl is also
9 the author of California Attorney’s Fee Awards (3d ed. Cal. CEB 2010), as well as the author of the
10 Second Edition, years 1994 through 2008. He has also authored numerous other publications on
11 attorney’s fees, as set forth in his Declaration.

12 49. Mr. Pearl has reviewed the comparable hourly rates of attorney fees in California.
13 He confirms that courts have approved hourly rates of attorneys as follows:

- 14 • Rates of up to \$875.00 in *Savaglio, et al. v. Wal-Mart*, Alameda County Superior
15 Court, Case No. C-835687-7 (before applying a 2.36 multiplier);
- 16 • Rates of up to \$750.00 in *Kashmiri et al. v. Regents of UC*, San Francisco County
17 Superior Court (before applying a 3.7 multiplier); and
- 18 • Rates of up to \$750.00 in *Environmental Law Foundation v. Laidlaw Transit, Inc.*,
19 San Francisco Superior Court, Case No. CGC-06-451832 (before applying a 1.25 multiplier). *Id* at
20 pages 4 and 5.

21 50. Additionally, Mr. Pearl has reviewed numerous declarations, depositions, and
22 surveys of legal rates on a non-contingent basis for the year 2009 and found hourly rates of up to
23 \$775.00, \$795.00, \$800.00, \$855.00, \$950.00, etc. (*Id.* at pp. 6-12). These are non-contingent rates
24 where payment in full is expected promptly upon billing. (*Id.* at p. 13).

25 51. I believe PAGA Counsel are experienced litigators who specialize in employment
26 law, with a substantial PAGA and wage-and-hour class action practice. Moreover, similar rates for
27 the attorneys and staff of PAGA Counsel have been approved by various California Superior Courts,
28 including just this month. Given the skill and experience of PAGA Counsel in this case, and the

1 excellent result achieved for the State and other Aggrieved Employees, the requested rates are
2 reasonable.

3 **The Administrator Costs are Reasonable**

4 52. PAGA Counsel believe the Administrator's request for costs of up to \$3,950.00 is
5 reasonable, given the tasks to be performed by the Administrator, including but not limited to:
6 establishing and administering the QSF; calculating, processing and mailing payments to PAGA
7 Counsel, Plaintiff, the LWDA, and Aggrieved Employees; printing and mailing the Notice of PAGA
8 Settlement to the Aggrieved Employees as directed by the Court; calculating, and distributing tax
9 forms for the Aggrieved Employee Payments; providing declaration(s) as necessary in support of
10 approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the
11 Administrator to perform. The Administrator shall keep the Parties timely apprised of the
12 performance of all Administrator responsibilities. Thus, the Administrator's costs should be
13 approved.

14 **Submission to the LWDA**

15 53. On or around September 9, 2026, Bibiyan Law Group, P.C., submitted a copy of
16 the Settlement Agreement to the California Labor and Workforce Development Agency
17 ("LWDA") in compliance with Labor Code section 2699, subdivision (l)(2). A true and correct
18 copy of the confirmation from the LWDA in connection with Plaintiff is attached hereto as Exhibit
19 "6."

20 I declare under penalty of perjury under the laws of the state of California that the
21 foregoing is true and correct this August 21, 2026, at Los Angeles, California.

22
23 /s/ Vedang J. Patel

24 VEDANG J. PATEL
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