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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 LUIS GONZALEZ, individually and on behalf
of all aggrieved employees of Defendants in the
11 State of California,

12 Plaintiff,

13 v.

14 ROLLING HILLS COMMUNITY
ASSOCIATION OF RANCHO PALOS
15 VERDES, and DOES 1 through 50 inclusive,

16 Defendants.

Case No.: 23TRCV00477

*[Assigned for all purposes to the Hon. Tamara
Hall, Department 1]*

REPRESENTATIVE ACTION

**DECLARATION OF HALI M. ANDERSON IN
SUPPORT OF PLAINTIFF LUIS
GONZALEZ'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Date: June 16, 2025

Time: 8:30 a.m.

Dept: 1

Judge: Hon. Tamara Hall

Complaint Filed: February 17, 2023

Trial Date: None set

Reservation ID: 391833313645

*[Notice of Motion; Memorandum of Points and
Authorities; Declaration of Luis Gonzalez and Sean
Hartranft on behalf of Apex Class Action, LLC; and
[Proposed] Order are filed concurrently herewith.]*

1 I, Hali M. Anderson, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of California. I
3 am a shareholder of the law firm GrahamHollis APC (“GrahamHollis”) in San Diego, California. My law
4 firm is the attorney of record for Plaintiff Luis Gonzalez. Associate attorney Samara A. Bahu, and myself
5 are the attorneys from my firm primarily handling this case. I am thoroughly familiar with and have
6 personal knowledge of all the facts set forth herein, except as otherwise stated. If called as a witness, I
7 could and would competently testify to the information set forth below.

8 2. I submit this declaration¹ in support of Plaintiff’s Motion for Approval of PAGA
9 Settlement (“Approval Motion”), which seeks an order:

- 10 A. Granting approval of the Settlement;
- 11 B. Appointing Apex Class Action, LLC as the Administrator;
- 12 C. Approving Administration Expenses in the amount of \$2,586.94 to be paid to the
13 Administrator;
- 14 D. Awarding an Enhancement Award of \$5,000 to Plaintiff;
- 15 E. Awarding attorneys’ fees in the amount of \$31,666.67 to GrahamHollis APC; and
- 16 F. Awarding litigation costs in the amount of \$12,000 to GrahamHollis APC.
- 17 G. Entering Judgment in accordance with the terms in the Settlement Agreement and
18 Approval Order.

19 3. A true and correct copy of the parties’ fully executed PAGA Settlement Agreement
20 (“Settlement Agreement”) is attached hereto as **Exhibit 1** and is incorporated herein by reference.

21 4. A true and correct copy of the letter explaining the settlement that will be sent out to each
22 Aggrieved Employee is attached as Exhibit A to the Settlement Agreement and is incorporated herein by
23 reference.

24 5. In accordance with the Private Attorneys General Act of 2004 (“PAGA”), my office
25 submitted the Settlement Agreement, Notice of Motion, and Memorandum of Points and Authorities to
26 the California Labor and Workforce Development Agency (“LWDA”) on May 9, 2025. A true and correct
27

28 ¹ To the extent the terms used in this Approval Motion and Declaration are defined in the Settlement Agreement, the defined
terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

1 copy of the May 9, 2025 confirmation of submission is attached hereto as **Exhibit 2** and incorporated
2 herein by reference.

3 6. My firm has searched for other related lawsuits that may be impacted by the proposed
4 settlement, and I am not aware of any other class or representative actions, in this Court or any other court,
5 that assert the same or similar claims to those asserted in this action. I also made a reasonable inquiry of
6 other members of my law firm and determined that they are not aware of any such actions.

7 **CASE BACKGROUND AND PROCEDURAL HISTORY**

8 7. On September 15, 2022, Plaintiff submitted written notice to the LWDA and Defendant,
9 outlining Defendant's alleged violations of the California Labor Code ("Labor Code").

10 8. On February 17, 2023, Plaintiff filed a complaint seeking civil penalties under the PAGA
11 based on Defendant's alleged Labor Code violations. Specifically, the complaint alleges that Defendant
12 failed to provide legally compliant meal periods and/or pay premium wages for non-compliant meal
13 periods during employment; failed to provide legally compliant rest periods and/or pay premium wages
14 for non-compliant meal periods during employment; failed to timely pay all minimum and/or regular
15 wages during employment; failed to timely pay all overtime wages during employment; failed to
16 reimburse necessary business expenses; failed to furnish accurate itemized wage statements; and failed to
17 timely pay all wages upon separation of employment.

18 9. Plaintiff is a former non-exempt employee who worked for Defendant as a Gate Attendant
19 and/or Gate Service Representative ("GSR")² from March 2020, to July 2022. Plaintiff was responsible
20 for monitoring Defendant's three gated entrances. Plaintiff's job duties included managing and logging
21 guest entries, calling residents to obtain entry authorization for visitors, answering incoming calls,
22 maintaining trail logs for large trucks, and coordinating with other GSRs via two-way radio
23 communications. During his time of employment, Plaintiff earned \$17.00 per hour and typically worked
24 40 hours per week.

25
26
27 ² The terms "Gate Attendant" and "Gate Service Representative" (or "GSR") refer to the same job position. Defendant used
28 both titles interchangeably during Plaintiff's employment, and the Settlement Agreement reflects this by including both terms
in the definition of Aggrieved Employees. For purposes of the settlement and this declaration, there is no distinction between
the two.

10. Since its inception, Defendant has vehemently denied any liability or wrongdoing of any kind associated with the claims asserted in this Action. Among other things, Defendant contends that it provided Aggrieved Employees with legally compliant meal and rest periods; paid all minimum, regular, and overtime wages owed; paid all wages in a timely manner, including at the time of separation of employment; and consistently provided accurate itemized wage statements. At all times, Defendant has maintained that it did not engage in any Labor Code violations and that Plaintiff will not be able to demonstrate liability under PAGA.

11. The parties agreed to attend a mediation, which was initially scheduled for January 25, 2024, with the late mediator, Jeffrey Krivis. However, due to Mr. Krivis's health complications and eventual passing, the Parties ultimately rescheduled mediation to occur on October 29, 2024, with Tagore Subramaniam, a well-respected, neutral third-party mediator who is experienced in wage and hour class action cases similar to this Action.

12. Prior to mediation, the parties engaged in an exchange of informal discovery. Defendant provided Plaintiff with its written policies and procedures, including those governing compensation and meal and rest periods, and the timekeeping and payroll records for Aggrieved Employees.

13. At the mediation, the parties engaged in good-faith, non-collusive negotiations and exchanged additional information regarding the realistic damages exposure to Defendant. The parties also thoroughly discussed the strengths and weaknesses of the claims and defenses. The mediator, Mr. Subramaniam, played a key role in managing the parties' expectations, and providing a neutral, informed analysis of the issues and risks faced by both sides.

14. With the help of Mr. Subramaniam, the parties reached a resolution at mediation through a mediator's proposal, resulting in the settlement of this Action. Over the following months, the parties finalized the terms of the Settlement Agreement, which was fully executed by the parties on May 8, 2025.

INVESTIGATION AND DISCOVERY

15. As part of Plaintiff's informal discovery and investigation, Defendant provided Plaintiff's personnel file, written policies and procedures related to Aggrieved Employees—including those governing compensation and meal and rest periods—and time and payroll records for Aggrieved Employees.

16. In addition to reviewing these documents, Plaintiff's Counsel also spent a significant amount of time conducting fact-finding interviews with Plaintiff, as well as interviews with Aggrieved Employees. Through these interviews, counsel was able to make a detailed assessment of the strength and weaknesses of Plaintiff's claims, as well as Defendant's total potential liability.

17. Based on my experience litigating almost exclusively wage and hour claims, 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.

EVALUATION OF THE PAGA CLAIMS FOR SETTLEMENT PURPOSES

18. The default formula used to calculate civil penalties under PAGA is as follows: (Initial Violation Penalty) x (Total Number of Employees during the PAGA Period) x (Total Number of Pay Periods during the PAGA Period). However, because this formula presumes that a violation occurs at least once per employee, per pay period, Plaintiff's Counsel modified the formula to reflect the applicable violation rate for each claim based on the evidence obtained through records, Plaintiff's experience, and witness interviews.

19. To evaluate Defendant's potential liability, Plaintiff's Counsel used the following formula: (Initial Violation Penalty) x (Violation Rate) x (Number of Pay Periods During Relevant Period). As outlined below, Plaintiff's Counsel determined that Defendant's potential liability was approximately \$707,400. This amount represents the maximum exposure Defendant could potentially face based on an "everything goes right" scenario for all claims, as well as the presumption that the Court would permit stacking and not reduce the civil penalties as "unjust, arbitrary and oppressive or confiscatory."

A. For the failure to provide compliant meal periods claim, Plaintiff's Counsel used the civil penalty outlined in Labor Code section 558 and determined that the maximum value of this claim was approximately \$88,300. This is based on a 100-percent violation rate (1,766 total pay periods x 100% violation rate x \$50 penalty).

B. For the failure to provide compliant rest periods claim, Plaintiff's Counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that the maximum value of this claim was approximately \$176,600. This is based on a

100-percent violation rate (1,766 total pay periods x 100% violation rate x \$100 penalty).

C. For the failure to pay minimum wages claim, Plaintiff's Counsel used the civil penalty outlined in Labor Code section 1197.1 and determined that the maximum value of this claim was approximately \$176,600. This is based on a 100-percent violation rate (1,766 total pay periods x 100% violation rate x \$100 penalty).

D. For the failure to pay waiting time penalties claim, Plaintiff's Counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that based on the 10 Aggrieved Employees who were former employees, the value of this claim was approximately \$1,000 (10 former employees x \$100 penalty). This assumes that each employee had some form of unpaid wages at the time of termination.

E. For the failure to provide accurate itemized wage statements claim, Plaintiff's Counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that the maximum value of this claim was \$176,600. Because the claim is derivative of the meal and rest period claim and the unpaid wages, Plaintiff's Counsel assumed 100-percent violation rate (1,766 total pay periods x 100% violation rate x \$100 penalty).

F. For the failure to reimburse necessary business expenses, Plaintiff's Counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that the maximum value of this claim was \$88,300. This is based on a 50-percent violation rate (1,766 total pay periods x 50% violation rate x \$100 penalty).

20. During the course of the litigation, the parties engaged in numerous and extensive discussions regarding the factual and legal issues presented in this litigation. Defendant has consistently denied any wrongdoing. Although Plaintiff maintains that all claims are meritorious and believes that he would have prevailed had he taken the issues to trial, Plaintiff acknowledges that Defendant possesses legitimate defenses to liability, manageability, and the recovery of civil penalties.

21. For instance, the meal and rest period claims are largely premised on the assertion that Defendant did not always provide, or otherwise permit, Aggrieved Employees to take legally compliant

1 meal and rest periods because Aggrieved Employees were often stationed alone at their posts, making it
2 impossible for them to take a meal period unless relieved by a “breaker” attendant. The meal and rest
3 period claims are also premised on the assertion that breaker attendants were not always scheduled during
4 shifts, forcing Aggrieved Employees to work through meal and rest periods without relief or
5 compensation. Defendant, however, contends that it maintained valid policies and practices that comply
6 with California law, including meal period waivers and/or on-duty meal period agreements; and to the
7 extent that any Aggrieved Employees did not receive a compliant meal or rest period it was voluntary.

8 22. The unpaid wages claims are based on assertions that Defendant failed to compensate
9 Aggrieved Employees for off-the-clock work, including time spent undergoing COVID-19 screening
10 procedures before the start of their shifts and time spent completing mandatory training sessions.
11 Defendant, however, has consistently denied these allegations, contending that it complied with all
12 applicable laws and properly compensated Aggrieved Employees for all hours worked. Defendant further
13 contends that, even if liability were established, Plaintiff’s estimate of potential civil penalties is grossly
14 inflated.

15 23. As to the claim for failure to pay waiting time penalties, Defendant contends that all wages
16 were properly and timely paid.

17 24. Plaintiff’s claim for failure to provide accurate itemized wage statements is derivative of
18 his meal and rest period and unpaid wages claims; and these claims fail for the same reasons as set forth
19 above. Plus, the LWDA’s recent amendments to the PAGA statute indicate a disfavoring of stacking
20 PAGA penalties in this manner. As such, Defendant contends that any penalties awarded based on
21 derivative claims would be drastically reduced.

22 25. Plaintiff alleges that Defendant required Aggrieved Employees to use their personal
23 vehicles and cell phones for work-related purposes, such as traveling between Defendant’s three gated
24 entrances and engaging in work-related communications, without providing reimbursement. Defendant,
25 however, contends that Plaintiff and Aggrieved Employees were not required to use their personal vehicles
26 and cell phones for work purposes, and therefore did not incur any reimbursable expenses. Defendant
27 further contends that, to the extent employees used their personal vehicles and cell phones for work-related
28 purposes, it was at the employee’s discretion and not a condition of employment.

26. Because Plaintiff's claims are based solely on PAGA violations, had he proceeded to trial, there is a substantial risk that any penalties assessed would have been reduced under Labor Code section 2699(e)(2), which permits a court to reduce the award of penalties if the full amount of penalties would be "unjust, arbitrary, and oppressive or confiscatory."

27. In reaching the settlement, my office carefully considered the following: information and documents obtained in informal discovery; the common experience of Aggrieved Employees as determined through interviews with Plaintiff and Aggrieved Employees; the strength of the case versus the amount offered in settlement; the risk, expense, complexity, and likely duration of further litigation and the potential finding that the case is unmanageable; and the burdens of proof necessary to establish liability against Defendant.

28. The Gross Settlement Amount accounts for approximately 13.43% of Defendant's maximum potential exposure. While this represents a significant discount, assuming Plaintiff prevailed on all issues, established liability, and proves the civil penalties as estimated, this reduction is an extremely reasonable compromise considering the substantial risk Plaintiff may face in proving liability and determining the civil penalties. The settlement strikes a balance between the interests of all parties, including the State of California, the general public and the Aggrieved Employees by providing timely relief while still penalizing Defendant for the violations alleged.

29. The settlement will provide Aggrieved Employees with a financial recovery and extinguish the risks associated with continuing the litigation and any appeals that would likely be filed following a judgment in Plaintiff's favor. Indeed, such efforts by Defendant would likely result in a delay of several years before this case could finally be resolved and both parties would incur substantially more in attorneys' fees and costs, whereas the settlement provides the State and the employees with a significant and timely recovery, making it well within the range of reasonableness.

30. I believe that the Gross Settlement Amount of \$95,000 provides a real and substantial benefit to the Aggrieved Employees and the State of California. The Gross Settlement Amount of \$95,000 with \$10,936.60 going to the Aggrieved Employees provides a value of \$6.16 per pay period (\$10,936.60/1776 PAGA Pay Periods) and/or an average \$243.04 per Aggrieved Employee (\$10,936.60/45 Aggrieved Employees), which is an outstanding result for the release of civil penalties

1 only. This is particularly true considering the highly disputed nature of the claims, the risks associated
2 with continued litigation, and the potential for appeals. The parties' determination of the fair value of the
3 settlement was based on a number of factors, including an investigation of the applicable law as it applied
4 to the facts discovered, the suitability of the case for trial, the PAGA claims and associated civil penalties,
5 Defendant's potential defenses, and the Court's authority to reduce any civil penalties awarded. Based on
6 my experience, I believe the settlement is a fair and reasonable compromise.

7 **PLAINTIFF'S ENHANCEMENT AWARD**

8 31. The Settlement Agreement provides that Plaintiff may request an Enhancement Award of
9 \$5,000. The Enhancement Award is in addition to any other payment made to Plaintiff under the
10 Settlement.

11 32. My firm has spent a substantial amount of time communicating and working with Plaintiff
12 over the course of the past two years. Plaintiff has kept in regular contact with my office, provided relevant
13 and helpful information to this litigation, and responded to all communications in a timely manner.
14 Plaintiff provided factual information and documentation that was critical to our understanding of the
15 case. Plaintiff responded to numerous requests from my office, including searching for and producing all
16 documents he had in his possession. Plaintiff also spent a significant amount of time conferring with my
17 office and explaining Defendant's policies and practices. With Plaintiff's assistance, my office was able
18 to negotiate a fair and reasonable settlement. Plaintiff has been involved in all stages of the litigation and
19 has worked diligently to represent the interest of the Aggrieved Employees and the State of California.

20 33. By bringing and maintaining this lawsuit, Plaintiff assumed the risk of an adverse judgment
21 and the financial responsibility of such. By stepping forward, Plaintiff jeopardized, and continues to
22 jeopardize, the availability of future employment because his name is now associated with a lawsuit
23 against his former employer. This is particularly true in the internet age where prospective employers may
24 easily discover the lawsuit with a simple search engine inquiry.

25 34. In my experience, there are few individuals who are willing to step forward to serve as a
26 named representative and put in the hard work, diligence, and personal financial risk that comes with
27 undertaking such a responsibility. Plaintiff's refusal to waiver in his decision to prosecute this case
28

demonstrates that he has, at all times, acted in the best interest of the Aggrieved Employees, the State of California and the general public.

35. I believe that the requested Enhancement Award of \$5,000 is fair and reasonable.

PLAINTIFF'S COUNSEL'S EXPERIENCE

36. Over the past ten years, my firm has been appointed as class counsel and received adequate and fair settlements in over 150 action lawsuits in the district and state courts of California with claims similar to those presented here. A list of the cases in which my firm has settled for Plaintiff in wage and hour employment actions pending throughout California is attached hereto as **Exhibit 3**.

37. I was admitted to the California State Bar in December 2008. Throughout my entire career, I have practiced employment law exclusively and worked on numerous wage and hour class actions. I have represented employees since September 2018. I currently serve as plaintiff's counsel in the following class and representative actions: *Dochtermann v. HI. Q*, Superior Court for the County of San Diego (litigation ongoing); *Orosz, et al. v. Briarwood Post Acute, LLC*, Superior Court for the County of Sacramento (litigation ongoing); *Stewart v. Quest Diagnostics*, United States District Court for the Southern District (litigation ongoing); *Jimenez v. Mattress and Furniture Express*, Superior Court for the County of Sacramento (litigation ongoing); *Ley v. Ace Hardware*, Superior Court for the County of Sacramento (litigation ongoing); *Mittendorff v. Bxng Club*, Superior Court for the County of San Diego (litigation ongoing); *Santiago v. Security Industry Specialists*, Superior Court for the County of San Diego (litigation ongoing); *Allen v. Networx Supported Living Services*, Superior Court for the County of San Diego (litigation ongoing); *Arong v. Integra Beauty*, Superior Court for the County of Los Angeles (litigation ongoing); *Artibee v. Corelogic Credco*, Superior Court for the County of San Diego (litigation ongoing); *Bernardo v. First Element Fuel*, Superior Court for the County of Orange (litigation ongoing); *Boucher v. Unstoppable Automotive AMV*, Superior Court for the County of Orange (litigation ongoing); *Bowens v. Trestles*, Superior Court for the County of Sacramento (litigation ongoing); *Carrillo v. DMSD Restaurants*, Superior Court for the County of San Diego (litigation ongoing); *Hargrove v. Doctors Weight Clinic*, Superior Court for the County of San Diego (litigation ongoing); *Mabalot v. Healthsource*, Superior Court for the County of San Diego (litigation ongoing); *Walker v. Healthsource*, Superior Court for the County of Santa Clara (litigation ongoing); *Johnson v. GB Auto Service*, Superior Court for the

County of San Diego (litigation ongoing); *Lopez v. Foley Family Wines*, Superior Court for the County of Sonoma (litigation ongoing); *Minor v. Essential Staffing*, Superior Court for the County of Sacramento (litigation ongoing); *Minor v. Top Flight Registry*, Superior Court for the County of Sacramento (litigation ongoing); *Minor v. Twomagnets*, Superior Court for the County of Alameda (litigation ongoing); *Sanabia v. GP Development*, Superior Court for the County of Sacramento (litigation ongoing); and *Sy v. Pacific Rim*, Superior Court for the County of San Diego (litigation ongoing).

38. In addition, I have served as class and/or representative counsel in the following cases: *Bechere v. Ralphs Grocery Company*, Superior Court for the County of Alameda; *Cooper v. Thomas Cuisine Management*, Superior Court for the County of Fresno; *Gray v. Armstrong*, Superior Court for the County of Alameda; *McGough v. Love's Travel Stop & Country Stores, Inc.*, Superior Court for the County of Kern; *Abella v. GHC of SAC-SNF LLC*, et al., Superior Court for the County of Sacramento; *Twombly v. Del Frisco's*, Superior Court for the County of San Diego; *Lee v. Sutter Health Foundation*, Superior Court for the County of Alameda; *Moreno v. Providence Group, Inc.*, Superior Court for the County of San Diego; *Valentine v. Santa Monica Rehabilitation Center*, et al., Superior Court for the County of San Diego; *Valentine v. Santa Monica Rehabilitation Center*, et al., United States District Court for the Central District; *Trento v. US Security Associates*, Superior Court for the County of Alameda; *Carson v. Downtown San Diego Partnership*, Superior Court for the County of San Diego; *Fernandez v. Prime Healthcare Services, Inc.*, Superior Court for the County of Los Angeles; *Lee v. Sutter Bay Medical Foundation*, Superior Court for the County of Alameda; *Headley, et al. v. Professional Maintenance Systems*, Superior Court for the County of San Diego; *Muniz v. Sutter Valley Hospitals*, Superior Court for the County of Sacramento; *Taylor v. Penske Logistics*, United States District Court for the Central District; *Taylor v. Penske Logistics*, Superior Court for the County of San Bernardino; *Dew v. Minegar Contracting, et al.*, Superior Court for the County of San Diego; *Cooper v. Thomas Cuisine*, Superior Court for the County of Fresno; *Edwards v. Absolute Senior Solutions*, Superior Court for the County of Santa Clara; *Figueroa v. Indigo Sky*, Superior Court for the County of Los Angeles; *Rodriguez v. Camden Security*, Superior Court for the County of Alameda; *Saruca v. Palacek Imports, Inc.*, Superior Court for the County of Contra Costa; *Quiroz v. Prestige Gunitite*, Superior Court for the County of Contra Costa; and *Gnaedig v. Favorite Healthcare Staffing, et al*, Superior Court for the County of Los Angeles.

39. Samara Bahu was admitted to the California State Bar in November of 2023. Prior to her admission to the bar, Ms. Bahu worked as a law clerk at GrahamHollis APC, gaining significant experience in employment wage and hour matters.

40. Myself and the other attorneys in my firm have considerable experience handling complex 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 courts throughout California.

ATTORNEYS' FEES AND LITIGATION COSTS

41. In accordance with the Settlement Agreement, Plaintiff's Counsel requests an award of attorneys' fees in the amount of \$31,666.67, or one-third of the Gross Settlement Amount, plus reimbursement of costs in the amount of \$12,000.

42. As set forth above, the proposed Settlement before the Court is a great result for the Aggrieved Employees, the State of California, and the general public because it achieves the enforcement objective of the PAGA statute, while providing timely relief to the State and the Aggrieved Employees.

43. In my experience, plaintiffs in employment law cases are typically unable to pay their attorneys on an hourly basis and can only obtain representation if they can find counsel who are willing to accept their case on a contingency basis and advance either all or a significant portion of the costs. To that end, it is important that competent counsel is incentivized to bring complex and risky contingency cases, such as this case, by awarding attorneys' fees that are commensurate with the fees that the attorneys would have received had they negotiated a fee arrangement with plaintiffs ex ante.

44. Although case law supports fee awards as high as 50-percent on common settlement funds of less than \$10 million, Plaintiff's Counsel's request for an award of attorneys' fees in the amount of \$31,666.67, representing one-third of the Gross Settlement Amount, is both reasonable and fair in light of the amount of work performed and the amount of resources and labor employed in the prosecution of this action. Based on my experience and knowledge of the relevant legal market for wage and hour class actions, these amounts accurately reflect the marketplace for similar representation of plaintiffs in wage and hour cases on a contingency basis.

45. GrahamHollis has taken on substantial risk and expense in order to achieve the ultimate result in this matter. My firm bore the risk and costs of this action on a pure contingency basis with no

1 guarantee that any of the fees or costs incurred would ever be recovered. GrahamHollis was also precluded
2 from taking other fee-generating employment, since this action occupied a significant portion of my firm's
3 time and resources. To date, GrahamHollis has not been compensated for any of its time or expense since
4 this action began.

5 46. In making a fee request in representative actions such as this, I always analyze the factors
6 that a court must consider in awarding attorneys' fees, and I believe that the circumstances in this case
7 justify the \$31,666.67 attorney's fee award sought. From the beginning, this case presented unique
8 challenges for Plaintiff, both factually and legally, and liability was highly contested. Defendant
9 vigorously opposed Plaintiff's claims. I believe that my firm's knowledge and experience, combined with
10 our persistent efforts enabled us to work through these issues and combat Defendant's rigorous defense
11 strategy. The results achieved by this settlement were due, in large part, to our knowledge, experience and
12 commitment to the litigation.

13 47. I believe an attorneys' fee award of \$31,666.67 is fair and reasonable and is well within
14 the range of what is typically charged in the marketplace. GrahamHollis' fee request, as expressed and
15 contemplated in the Settlement Agreement, is in line with other settlements approved in California.

16 48. My firm demonstrated substantial skill, diligence, and efficiency in achieving the
17 settlement, despite the aggressive defense mounted by Defendant, and I believe an award of one-third of
18 the common fund represents fair compensation for the high quality of our work and the excellent results
19 achieved.

20 49. The reasonableness of the requested award is undoubtedly supported by a lodestar
21 cross-check. Indeed, there has been an extraordinary amount of work performed by my firm in this action
22 over the past three years.

23 50. GrahamHollis keeps contemporaneous billing records, which reflect time billed in
24 one-tenth hour increments. My firm's lodestar to date is \$135,741 which represents a total of 295 hours
25 worked on this action. It does not include additional time that will be spent attending the hearing on this
26 motion and assisting with the administration of the settlement.

27 51. In setting the hourly rates for myself and my associates, I consulted with attorneys with
28 reputations, experience, and law practices similar to my firm and determined that the rates we charge are

reasonable and are consistent with the prevailing market rates for attorneys and paralegals of comparable levels of experience, whether nationally or locally. Our rates also compare very favorably with rates approved by trial courts in similar class and representative action litigation.

52. The billing rates for the lawyers who primarily worked on this case are as follows:

Timekeeper	Billable Rate
Hali Anderson/Shareholder (Admitted 2008)	\$1050
Erik Dos Santos/Associate (Admitted 2016)	\$875
Samara Bahu/Associate (Admitted 2023)	\$450
Senior Paralegals	\$320
Paralegals	\$280
Case Managers	\$260
Law Clerks	\$260

53. These rates reflect the usual and customary rates charged by my firm for handling complex litigation such as this. Wage and hour litigation forms the vast majority of my firm's current work and we have developed a high level of skill and competence in this field of litigation. The hourly rates are fair and reasonable given the nature and complexity of this litigation and the experience level of each timekeeper.

54. The following summarizes the hours spent by the respective timekeepers as part of this litigation:³

Timekeeper	Years	Hours	Billable Rate	Lodestar
Hali Anderson/Shareholder	17	25.1	\$1050	\$26,355
Samara Bahu/Associate	1.5	95.6	\$450	\$45,410
Erik Dos Santos/Associate	8	16.3	\$875	\$14,262.50
Dustin Delp/Associate	12	7.5	\$850	\$6,375
Graham Hollis/Shareholder	39	0.9	\$1,150	\$1,035
Alex Kuner/Associate	6	0.2	\$675	\$135
Allison Schubert/Associate	3	0.2	\$550	\$110

³ If the Court finds it appropriate to review the complete billing records, a copy will be made available upon request for an in-camera review.

Alyssa Smith/Provisionally Licensed Attorney	4	0.1	\$550	\$55
Senior Paralegals	6+	32.5	\$320	\$10,400
Paralegals	-	71	\$280	\$18,852
Law Clerks	-	42	\$260	\$10,920
Case Manager	-	3.2	\$260	\$832
Total		294.6		\$135,741.50

55. In all instances, the timekeeper indicates the date and the amount of time spent on a task in one-tenth of an hour increments, describes the work that was performed during the indicated time period, and identifies the matter to which the time should be charged. GrahamHollis' time records include, but are not limited to, time spent investigating and researching the legal issues raised in this action, drafting written notices to the LWDA, preparing the complaint and other legal pleadings, drafting and responding to correspondence, communicating with Plaintiff, reviewing and analyzing documents produced by Plaintiff, conducting the damages analysis, negotiating the terms of the settlement and finalizing the written agreement, and moving for approval of the settlement. The time records do not include the time that will be spent preparing for and attending the hearing on Plaintiff's approval motion or the time spent ensuring that the settlement funds are distributed accordingly.

56. The hours spent prosecuting this action are not only reasonable but were necessary for the successful prosecution and for the recovery obtained on behalf of the State, the general public and the Aggrieved Employees.

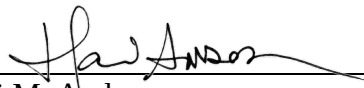
57. GrahamHollis seeks a litigation costs award in the amount of \$12,000 for costs incurred in connection with this action. GrahamHollis maintains accounting records in its ordinary course of business. The costs and expenses identified in the following summary are taken from expense records, receipts, credit card statements, and check records. My firm's litigation costs include filing fees, court fees, computerized legal research charges, copying, delivery, postage, telephone charges, attorney services fees, and mediation fees. These types of expenses are those which are customarily billed to fee-paying clients and routinely reimbursed. All of the litigation costs incurred by GrahamHollis were reasonably and necessarily incurred to effectively prosecute this action. A true and correct copy of a summary of the litigation costs incurred is attached hereto as **Exhibit 4** and is incorporated herein by reference.

58. The following summarizes the litigation costs incurred as part of this litigation:

Summary by Expense Type	Cost
Attorney Service	\$940.20
Document Imaging	\$78.60
DocuSign	\$70
Filing/Court Fees	\$1,102.35
Mediator	\$8,500
Online Research	\$554.64
Photocopies – B&W	\$10.50
Postage	\$106.39
Total	\$11,362.68

59. Under the circumstances, I believe the attorneys' fees and litigation costs sought are appropriate and should be approved as fair and reasonable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 9, 2025 in San Diego, California.



Hali M. Anderson