Connor W. Olson (SBN 291493)
Brittany V. Berzin (SBN 325121)
EMPLOYEE & CONSUMER ADVOCATES OF NORTHERN CALIFORNIA PC
520 Capitol Mall, Suite 150
Sacramento, CA 95814
Telephone: (916) 964-2472
Email: office@norcaladvocates.com
Attorneys for Plaintiff MAZIE MARTIN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER

MAZIE MARTIN, individually and on behalf of similarly situated employees, Plaintiff, v. TWIN ROCKS ESTATE VINEYARDS AND WINERY, INC., a California corporation; ANGELA SEHR, an individual; JIM SEHR, an individual; and DOES 1 through 25, inclusive, Defendants.	Case No. S-CV0055350 **CLASS ACTION** **DECLARATION OF BRITTANY V. BERZIN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: December 10, 2026 Time: 8:30 a.m. Dept.: 3 Trial Date: None Set

I, Brittany V. Berzin, declare:

1. I am an attorney licensed to practice in California and an attorney of record for Plaintiffs. I have personal knowledge of the facts stated here and could competently testify to them. A true and correct copy of the Settlement Agreement is being filed with this Motion as Exhibit A.

2. This case was brought as a wage and hour class action based on the contention that Defendants Twin Rock Estate Vineyards and Winery, Inc., Angela Sehr and Jim Sehr ("Defendants") (1) failed to pay all regular and overtime wages owed by failing to accurately record and compensate employees for all hours worked; (2) failed to provide legally compliant meal periods and pay meal period premiums; (3) failed to authorize and permit legally compliant rest periods and pay rest period premiums; (4) failed to reimburse employees for necessary business expenses, including the use of personal cellphones for work-related purposes; (5) failed

to furnish accurate and complete itemized wage statements; (6) failed to pay employees all gratuities owed; (7) failed to provide and compensate employees for accrued paid sick time; and (8) failed to timely pay all wages owed upon termination or separation of employment. It was also alleged that Defendants were liable for civil penalties under the PAGA. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims are derivative.

3. We began investigating the claims in or around August 2024 which included interviewing Plaintiffs Mazie Martin and Susana Mullen, interviewing a dozen or more employees of Defendants, and reviewing documents provided by employees. From our initial investigations of the claims, we believed the claims had merit and could be maintained as a class action. We filed the action on or about May 20, 2025. A true and correct copy of the Complaint is being filed with this Motion as Exhibit B. Plaintiff Mazie Martin exhausted administrative remedies through the Labor and Workforce Development Agency ("LWDA") on May 20, 2025, setting forth the facts and theories of liability. A true and correct copy of the notice filed with the LWDA is being filed with this motion as Exhibit C. A copy of the notice was also sent to Defendants via certified mail and the $75.00 filing fee was paid. There was no response from the LWDA to the notice for more than 65 days and Defendants did not utilize any cure procedures under the statute. As such, Plaintiff Martin became authorized to commence a civil action under the PAGA.

4. There is no date set for a motion for certify the class and there is no trial date.

5. Defendants are represented in this matter by Anh Nguyen of Avan Law. Defendants have contested the merits of this case, the suitability of the case for class and representative treatment, the manageability of the case at trial, and our ability to prove a violation in each pay period for each employee among other defenses. Defendants further contended that even assuming there was a finding supporting PAGA penalties, that the Court would likely exercise its discretion to substantially reduce any penalties owed based on evidence of good faith attempts to comply with the California Labor Code. Notwithstanding the agreement to settle this

matter, Defendants believe the practices Plaintiffs contend are unlawful either did not exist or fully complied with all state and federal employment laws.

6. We have reviewed a substantial number of documents and informal discovery. Based on the expected testimony from employees, a review of Defendants' policies and procedures, a representative sample of time and payroll records for Class Members and Aggrieved Employees, information relating to Class Members and Aggrieved Employees workweeks and pay periods, the scope of the potential damages in light of the claims alleged, the uncertainty in the law with regard to certification and the negotiations that have taken place, I believe the proposed settlement is in the best interest of the class. The length and risk of continued litigation and trials, as well as other normal perils of complex litigation that impact the value of the claims were considered and weighed in reaching the Agreement. I also considered the prospects of class certification and maintaining certification through trial notwithstanding potential challenges from Defendants. I considered the fact that penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiffs were successful proving the claims and there was a risk the Court would find no willfulness in the failure to pay wages at separation or a good faith dispute, which would eliminate the value of the waiting time claim entirely. I believe it is more beneficial to secure a guaranteed benefit to the class now rather than proceed with litigation and potentially obtain zero funds for the class due to legal or factual issues in the case.

7. My office including my partner, Connor Olson, along with Plaintiffs' assistance thoroughly investigated the merits of the claims and potential damages for the claims. The parties engaged in informal discovery and an exchange of documents that included a representative sample of Class Member and Aggrieved Employee time records and payroll data and relevant policies for the entirety of the statute of limitations applicable to the alleged claims. PDFs produced by Defendants included hundreds of pages and the 23 excel spreadsheets produced by Defendants included thousands of rows of employee data. From the production we were able to determine information critical to a reliable damages analysis such as the average hourly rate, average daily hours worked, shifts eligible

for meal and rest periods and the number of potential shifts that may correspond to liability under our theories of liability, average number of pay periods that had potential violations, the frequency with which violations occurred, and the number of former employees. This information allowed my office to assess both liability and damages and create an accurate damages model. Through our review of the informal discovery, we also identified changes in Defendants' employment practices during the Class Period. Based on those changes and our analysis of the records, we determined that the majority of the alleged violations and potential damages were more likely to have occurred during the earlier portion of the Class Period, before Defendants implemented those changes. This informed the Parties' agreement to allocate seventy-five percent (75%) of the net class settlement funds to workweeks from May 20, 2021, through August 31, 2024, and twenty-five percent (25%) to workweeks from September 1, 2024, through November 7, 2025. Plaintiffs assisted in all aspects of the litigation including providing factual information relating to their employment conditions, providing documents, providing witness contact information, and answering questions regarding Defendants' factual contentions. This was important because it directly related to our ability to maintain this case as a class action and our ability to obtain a favorable settlement for the class.

8. Throughout this litigation our office had communications with Defendants' counsel discussing our respective positions. The parties engaged in mediation on November 11, 2025, using an experienced mediator, Hon. Russell Hom (Ret.). It was only after over a year of arm's length negotiations and a full day mediation that the parties were able to reach a settlement.

9. Based on my office's analysis of the informal discovery, there were approximately 98 Class Members who worked 4,087 weeks in the Class Period and 48 Aggrieved Employees who worked 836 pay periods in the PAGA Period. The average hourly rate was $19.47. The following represents the maximum potential recovery as well as the more realistic range of recovery for each of the claims:

- Minimum Wages: This claim was based on allegations that Defendants timekeeping system was faulty – that the app lost, failed to record, or altered employees' hours worked. This required employees to reconstruct their time after the fact, resulting in unpaid hours worked. Based on testimony from employees it was estimated that employees were owed a maximum of about 2 hours of unpaid time a week for a total of 8,175.4 unpaid hours. This equates to $159,169.98 when multiplied by the average hourly rate of pay. Defendants disputed this theory of liability and contended that there were not regular errors in the timekeeping system and that if there ever was an occasion where employees had to submit hours after the fact, they had no reason to know that the hours submitted wouldn't have included all hours worked or been accurate. Thus, Defendants contend that any unrecorded work was unknown to management or an isolated incident. Plaintiffs 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. Applying a 50% reduction to account for the risk and difficulty Plaintiffs would have proving this claim, a more realistic potential recovery is $79,584.99.

- Overtime Wages: This claim was based on the same theory as the minimum wage claim and carried the same risks. Based on interviews with employees, it was estimated that the 2 hours unpaid each week would have been overtime. It was assumed that the unpaid hours would be overtime hours based on the number of hours employees typically worked in a shift and/or week. Based on the average hourly rate, the maximum damages for this claim were $238,754.96. Applying a 50% reduction to account for the risk and difficulty Plaintiffs would have proving this claim, a more realistic potential recovery is $119,377.48.

- Meal Period Violations: This claim was based on the theory that Defendants were understaffed, leaving employees without anyone to relieve them for meal breaks and that Defendants failed to pay meal period premiums. Defendants contended that employees were required to certify they received all meal and rest periods when they entered their time and

regularly completed such certification. They contend that if there were meal period violations they did not have reason to know about it based on employees' time records that appeared compliant and the certifications employees submitted. Based on interviews with employees it was estimated that there were about 3 meal period violations a week for a total of 12,262 violations. Based on the average hourly rate the maximum damages for this claim was $238,754.96. Taking into account the risk of employees being able to prove they did not receive meal periods through common proof and applying a 30% reduction for that risk, a more realistic damages estimate for this claim is $167,128.47.

- Rest Period Violations: The rest period claim is based on the same theory as the meal period claim and it was estimated based on interviews with employees that there were 3 rest period violations per week resulting in maximum total damages of $238,754.96. Similar to meal periods, employees certified when they completed their time records that they received all rest breaks. Defendants therefore contend that to the extent any were missed they had no reason to know that was the case. The risk attributable to the meal period claim is similarly attributable then to the rest period claim. Thus, a more realistic damages estimate for this claim is $167,128.47.

- Expense Reimbursement: Employees contend they were required to use their personal cellphones for work without reimbursement. It is estimated that employees are owed about $20 per pay period as reimbursement. This amounts to total maximum damages of $40,763.80. Defendants contended that employees were not required to use their cellphones for work and that there were phones available that employees could have used if needed. Taking into account this factual dispute and the potential risk of being able to prove the claim, a more realistic damages estimate for this claim is $32,611.04 applying a 20% reduction.

- Wage Statement Violations: This claim is derivative of the prior claims for unpaid wages. Thus, if Plaintiffs were not successful proving those claims, there would be no wage statement penalties owed. Further, Defendants contended that if there were any violations they were not knowing and intentional. There were 2,038.19 pay periods in the claim period and

assuming a $50 violation for each pay period, the maximum damages for this claim were $198,919.00. Taking into account the risk of Plaintiffs' failure to prove the underlying wage violations, a more realistic damages estimate for this claim is $139,243.30 applying a 30% reduction.

- Tip Violations: Plaintiffs claim that Defendants operated an opaque tip pooling system and withheld or miscalculated gratuities. Plaintiffs also claimed that employees working private events did not receive the full amount of tips that customers paid. Defendants contended that amounts employees contended were tips for events did not constitute a gratuity and therefore should not have been included in the tip calculation. Defendants provided a sample of an event contract so the language regarding payments could be reviewed and there is a risk that a trier of fact or the Court reviewing the contract language may find in favor of Defendants. Defendants also contend that although they did not provide employees with a breakdown of the calculation of their tips, the law did not require them to do so and that they never withheld any tips from employees. Based on interviews with employees, it was estimated they were owed a maximum of $350 per pay period in unpaid tips. The maximum potential damages for this claim were $788,130.00. Taking into account the difficulty in proving any amounts were unpaid and the risk that amounts paid by customers did not constitute a gratuity under the law for private events, a more realistic estimate of the damages for this claim is $101,909.50 – which assumes $50 unpaid per pay period.

- Waiting Time Penalties: This claim is derivative of the claims for unpaid wages and carries the risk that those underlying claims would not be proven or that Plaintiffs would not be able to prove the nonpayment of wages was done willfully. Defendants contended that they had lawful policies in place and that to the extent there was any underpayment they did not have knowledge of it. The maximum potential damages for this claim based on 77 former Class Members during the claim period is $359,805.60. A more realistic damages estimate for this claim taking into account the potential risks is $251,863.92 applying a 30% reduction.

- PAGA: This claim is derivative of the other claims and seeks civil penalties for the underlying Labor Code violations. Plaintiff Martin alleged 7 separate violations in her notice to the LWDA for minimum wages, overtime, meal periods, rest periods, reimbursement, wage statements, and gratuities. The maximum exposure for these penalties was $1,774,686. This amount was calculated using an initial violation rate given that we could not find any prior instance where there was an adjudication or judgment entered pertaining to similar wage and hour claims against Defendants. Because these claims are wholly derivative there was a substantial risk that a Court would exercise its discretion to reduce the amount of any PAGA penalties. Courts are statutorily authorized to use discretion to reduce penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore Transit Mgmt, Inc.,* 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien Inc.*, 2011 WL 756047, *3-4 (C.D. Cal. 2011) (82% reduction). Thus, a more realistic estimate of the damages for this claim would be $1,242,280.20 (30% reduction) to $319,443.48 (82% reduction).

10. In sum the maximum total damages for Plaintiffs' claims were $3,962,975.77. This does not take into account potential risks or the reductions identified above. The gross settlement of 550,000 equals 13.9% of the maximum value of the claims in this matter. After deducting the proposed allocations for attorney's fees (25%) and costs ($10,000), enhancement payments ($10,000 each), and settlement administrator costs ($4,985), the net recovery under the Agreement, $377,515, equals 9.5% of the maximum value of the claims in this matter. The gross settlement equates to approximately $5,612.24 per Class Member (there are 98) and the net settlement equates to approximately $3,852.19 per Class Member. I believe the settlement is fair, reasonable, and adequate representing a compromise of claims based on the legal and factual disputes in this case. The ability to secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this settlement.

11. In agreeing to take on this case our office agreed to take this case on a contingency basis, meaning that we would take a percentage of any settlement or judgment should we recover a monetary amount. We took a risk that we would not recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case may be subject to an unfavorable summary judgment ruling. However, we believe it is important to make sure employees are able to find affordable representation in order to ensure that employers are complying with all their legal obligations towards employees and paying employees all their hard-earned wages.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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").

24. 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.).

25. 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.

26. 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. Plaintiffs 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 25% fee request is within the accepted ranges. I believe my request of $137,500 (25%) for attorneys' fees is justified given the results obtained on behalf of employees. 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 $6,225.90. Attached as Exhibit E 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. I will provide updated itemized costs as well as a breakdown of my firm's hours and a lodestar calculation with the final approval motion.

27. 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 Apex Class Action will provide the best service to administer the proposed settlement. A true and correct copy of the cost estimate

provided by Apex Class Action in the amount of $4,985 is filed with this Motion as Exhibit D. The difference in the actual costs and the $10,000 maximum allocated will be added to the net settlement and distributed pro rata.

28. 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 G.

29. A true and correct copy of the proposed Notice of Settlement to be distributed to employees informing them of the settlement and all material terms is being filed with this Motion as Exhibit F.

30. 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.

31. Under Placer County Local Rule 20.2.1, before filing I conferred with opposing counsel on the hearing date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 16th day of November 2026 in Sacramento, California.

Brittany Berzin

Brittany Berzin