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on behalf of herself and others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

DIANA BANUELOS VELASQUEZ, on behalf of herself and others similarly situated, Plaintiff, vs. MANN PACKING CO., INC.; and DOES 1 to 100, inclusive, Defendants.	Case No.: 25CV004157 [Consolidated Case No. 25CV003026] **CLASS AND PAGA ACTION** [*Assigned for All purposes to the Hon. Thomas W. Wills, Dept. 15*] **DECLARATION OF PAOLO POLICASTRO IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** [*Filed concurrently with the Notice of Motion and Motion of Preliminary Approval; Declaration of Diana Banuelos Velasquez; and [Proposed] Order*] [Hearing Information: Date: July 24, 2026 Time: 08:30 a.m. Dept.: 15]

DECLARATION OF PAOLO POLICASTRO

I, Paolo Policastro, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiff Diana Banuelos Velasquez in this action, and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file and action in this matter, I have personal knowledge of the matters stated herein, and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all State and of the Federal Central District and Southern District Courts of California.

2. This Declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of the Class Action and PAGA Settlement.

CLASS COUNSEL'S INVESTIGATION:

3. The named Plaintiff worked as a non-exempt hourly-paid employee for Defendant and seeks to represent approximately 470 current and former hourly-paid, non-exempt employees employed by Defendant during the relevant time period, and who have not previously released all known and unknown claims against Defendant (hereinafter "Class" or "Class Members").

4. Plaintiff also seeks to maintain a representative action to recover civil penalties under PAGA on behalf of the Labor and Workforce Development Agency (LWDA) and a group of approximately 556 current and former non-exempt employees based in California and employed by Defendant ("PAGA Group Members.")

5. This is a proposed employee wage and hour class action and representative action. On June 13, 2025, Plaintiff commenced this class action by filing a complaint against Defendant for alleged violations of the California Labor Code in the Monterey County Superior Court (the "Class Action"). Plaintiff alleged the following: (1) Failure to Pay Wages For All Hours Worked At Minimum Wage in Violation of Labor Code Sections 1194 and 1197, (2) Failure to Pay Overtime Wages for Daily Overtime Worked In Violation Of Labor Code Section 510 and 1194, (3) Failure to Authorize or Permit Meal Periods In Violation of Labor Code Sections 512 and 226.7, (4) Failure to

Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7, (5) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226, (6) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment in Violation of Labor Code Sections 201, 202, and 203, and (7) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, et *seq.* Defendant has denied all claims in the Class Action.

6. On June 13, 2025, Plaintiff also submitted a notice to the LWDA informing them of her intention to bring a claim for civil penalties pursuant to PAGA.

7. On August 18, 2025, Plaintiff filed an action in the Monterey County Superior Court under the Private Attorneys General Act of 2004 (PAGA) against the same Defendant, seeking civil penalties for alleged violations by Defendant ("PAGA Action") bearing Case No. 25CV004157. (the Class Action and PAGA Action are referred to collectively herein as the "Action").

8. On December 3, 2025, after informal discovery and data exchange, the Parties attended a mediation session with Allison Eckstrom, Esq., a well-respected mediator experienced in mediating wage and hour class and representative actions. After a full day of arm's-length negotiations, the Parties reached a settlement of the Class Action and PAGA Action and subsequently finalized the Settlement Agreement in March 2026.

9. On April 17, 2026, the Parties filed a joint stipulation to consolidate the Class Action and PAGA Action for all purposes pursuant to California Code of Civil Procedure § 1048 and for leave to file an amended consolidated complaint ("Operative Complaint"), which added the claims from the Class Action to the PAGA Action. In addition to the Class Action and PAGA Settlement Agreement, the parties executed an individual settlement agreement and general release of any and all other individual claims that Plaintiff may have against Defendant, including claims arising out of Plaintiff's separation from employment.

10. On April 24, 2026, the Court granted the stipulation, approved the filing of the Operative Complaint and the consolidation request, and designated the PAGA Action (Case No. 25CV004157) as the lead case.

THE SETTLEMENT IS FAIR, JUST, AND REASONABLE:

11. As a critical part of settlement negotiations, the Parties engaged in extensive informal discovery exchange where Plaintiff's counsel and the expert of Plaintiff's counsel reviewed and analyzed the following: (1) time records for all Class Members and PAGA Group Members; (2) pay records for all Class Members and PAGA Group Members; (3) information relating to the size and scope of the class; (4) data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint and (5) documents regarding Defendant's wage and hour policies.

12. Plaintiff believes that her case is suitable for class certification in that she believes there were company-wide policies that affected Defendant's employees, which could be established using representative testimony from class members, as well as the practices brought forth in discovery. While Plaintiff asserts that this is a case for certification, Plaintiff also realizes that there is always a significant risk associated with class certification, and Defendant's compelling defenses to this case discussed more fully below.

13. The Settlement was reached as a result of arm's-length negotiations facilitated by a highly regarded and experienced wage and hour mediator, Allison Eckstrom, Esq., and analysis by Plaintiff's counsel. The Settlement negotiations have been, at all times, adversarial and non-collusive in nature. While Plaintiff believes in the merits of her case, she also recognizes the inherent risks of litigation and understands the benefit of the Class receiving settlement funds immediately as opposed to risking an unfavorable decision on class certification, summary judgment, at trial, and/or the damages awarded, and/or on an appeal that can take several more years to litigate.

14. The Settlement provides for a Gross Settlement Amount ("GSA") of $388,000.00, subject to increase pursuant to the Escalator Clause of the Settlement (Section XIII). Pursuant to Section XIII(A)(1), Defendant notified Plaintiff on April 1, 2026, that the Escalator Clause had triggered, and that Defendant elected to proportionally increase the GSA by 4.832% (i.e. $18,748.16), for an adjusted gross settlement amount of $406,748.16.

15. Based on the information informally produced by Defendant for the period from March 19, 2025, through January 31, 2026 ("**IR8 Class Period**") and from August 19, 2025,

through January 31, 2026 ("**IR4 Class Period**"), Defendant employed approximately 470 current and former non-exempt employees over the course of approximately 8,824 workweeks who received an average rate of pay of $23.62/hour. Based on Class Counsel's and Plaintiff's expert witness's analysis of the data, the maximum exposure for Plaintiff's claims were as follows:

16. With regard to Plaintiff's Unpaid Wages, Plaintiff alleged that Defendant failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendant's policies, practices, and/or procedures including: (a) Requiring Plaintiff and similarly situated employees to undergo off-the-clock security badge check at parking lot which took approximately 2 minutes each shift; and (b) Plaintiff and similarly situated employees were not paid for the time spent traveling from the parking lot to the designated clock-in station, approximately 4 minutes at the beginning and 4 minutes at the end of each shift. Plaintiff and similarly situated employees were not paid for this time, resulting in Defendant's failure to pay minimum wage for all the hours Plaintiff and similarly situated employees worked. To the extent that the foregoing unpaid time resulted from employees being subject to the control of Defendant when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, the employees should have been paid overtime wages. Therefore, Plaintiff estimated there were approximately $260,518.18 in damages for unpaid minimum wages and overtime wages [Calculated as follows: 8,824 workweeks x 0.16666 hours off unpaid x $23.62 average hourly rate x 5 days x 1.5 overtime = $260,518.18].

17. With regard to Plaintiff's Meal Break Claim, Plaintiff alleged that Defendant employed policies, practices, and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-hour period of work as required by law. This left Plaintiff and similarly situated employees unable to take their first meal break until after five (5) hours from the start of their shift. Plaintiff alleged that under staffing pressures, Defendant did not permit Plaintiff and similarly situated employees to take their first meal break until after five (5) hours from the start of their shift. Additionally, Plaintiff alleged that Defendant required Plaintiff and similarly situated employees to

clock out at the beginning of their meal break and required Plaintiff to clock back in at exactly 30 minutes for meal breaks, which required Plaintiff and similarly situated employees to shorten their lunches to factor in the waiting time required to clock back in, approximately 1 minute, and further that Defendant did not provide non-exempt nonunion employees with any grace period for meal breaks at any time. For non-exempt union employees, the collective bargaining agreement provided for thirty minute uninterrupted meals for every five consecutive hours. Only when the union employees are recalled to work during the meal period does the agreement provide a specific penalty of payment for the entire thirty minute meal period as time worked. The agreement is silent as to other penalties. On March 4, 2024, the collective bargaining agreement included a 3-minute grace period before every meal period and another 3-minute grace period at the end of every meal period. Therefore, Plaintiff estimated there was a maximum of approximately $1,042,114.40 in damages for meal break violations. [Calculated as follows: 8,824 workweeks x 5 meal period violations per workweek x $23.62 average hourly rate = $1,042,114.40].

18. With regard to Plaintiff's Rest Break Claim, Plaintiff alleged that Defendant employed policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally required and compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or procedures included, but were not limited to, failing to provide Plaintiff and similarly situated employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof due to chronic understaffing. Plaintiff did not receive any rest breaks on a regular basis due to understaffing. Additionally, Defendant's policies required Plaintiff and similarly situated employees to return to their desks exactly at ten (10) minutes. Plaintiff alleged that Plaintiff and similarly situated employees had to leave their workstations and walk approximately 3 minutes to the designated rest areas and return at the end of the ten (10) minutes allocated to their rest breaks, the functional remaining 4 minutes would not constitute the full 10 minutes required under Labor Code section 226.7 for a compliant rest period. For the non-exempt union employees, the collective bargaining agreement provided for a ten minute uninterrupted rest period for every two consecutive hours worked, or a fifteen minute uninterrupted rest period for

every two and a half consecutive hours worked. The agreement is silent as to rest period violation penalties. On March 4, 2024, the collective bargaining agreement included a 3-minute grace period before every rest period and another 3-minute grace period at the end of every rest period, in recognition of the prevalent walking time issue in the facility. Therefore, Plaintiff estimated there was a maximum of approximately $1,042,114.40 in damages for rest break violations. [Calculated as follows: 8,824 workweeks x 5 rest period violations per workweek x $23.62 average hourly rate = $1,042,114.40]. However, due to variance in work stations and the fact that rest breaks are not recorded in timesheets, extensive individualized inquiries and discovery would be required to both obtain class certification, and prevail on the merits. As a consequence of the additional risk arising from the difficulty in obtaining class certification and prevailing on the merits of this claim, Plaintiff applied an 60% discount to the estimated maximum value, representing a realistically discounted exposure of $416,845.76.

19. With regard to Plaintiff's Wage Statement claim, the maximum that Plaintiff could recover amounted to approximately $440,000.00 [approximately 4400 pay statements X $100 per pay period penalty = $440,000.00].

20. With regard to Plaintiff's Waiting Time penalties claim, the maximum that Plaintiff could recover amounted to approximately $34,012.80 [6 former employees X 8 hours per workday X $23.62/hour average rate of pay X 30 days = $34,012.80].

21. As such, Plaintiff's maximum potential recovery in this matter, excluding PAGA penalties, would amount to approximately $2,193,491.00. The settlement reached in this matter was $406,748.16 or approximately 18.54% of exposure.

22. According to the data informally produced by Defendant in this case, during the relevant PAGA period (from June 13, 2024 through January 31, 2026), there are 28,708 aggregate pay periods for approximately 555 aggrieved employees.

23. The penalties here are governed by the 2024 amendment to PAGA, so Plaintiff does not use the highest penalties available under these amendments to estimate the maximum potential exposure of Defendant. These heightened penalties are only available where "(i) Within the five years

preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful" or "(ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive." Cal. Lab. Code §2699(2)(f). This mirrors the general requirement under California Law that recovery of punitive, exemplary, or heightened damages for civil claims require a showing that Defendant acted with malice, fraud or oppression. Civ. Code § 3294(c); See, e.g. *Samantha B. v. Aurora Vista Del Mar, LLC* (Cal. App. 2d Dist. Apr. 5, 2022), 77 Cal. App. 5th 85, 85; *Silberg v. Cal. Life Ins. Co*. (1974) 11 Cal.3d 452, 462 ("In order to justify an award of exemplary damages, the defendant must be guilty of oppression, fraud or malice")."Oppression" means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights. Civ. Code § 3294(c)(2) "Malice" means conduct which is intended by the defendant to cause injury to the plaintiff or despicable conduct which is carried on by the defendant with a willful and conscious disregard of the rights or safety of others. Civ. Code § 3294(c)(1).). Under the facts of this case, and the heightened burden of proving malice or oppression, Plaintiffs proceeded in evaluating Defendant's maximum exposure using the standard penalties available of $100 per Pay Period. [See Labor Code §2699(f)(2)(A)].

24. In this case the PAGA Period is longer than the Class Period, and there are more Aggrieved Employees than Class Members. The Settlement is fair as it provides a correspondingly heightened allocation to resolve the PAGA claims. The allocation is based on the experience of counsel in weighing the comparative risk and value of class claims and PAGA claims, and Plaintiff's counsel believes it to be a fair allocation under these circumstances, which accounts for the differences in the periods released as well as the relatively higher variability in potential penalties award for PAGA claims under California law.

25. Indeed, Plaintiff recognizes that PAGA claims generally settle for a mere fraction of multiple "stacked" PAGA penalties.[1] Here, since the claims for minimum wages, overtime wages,

[1] *See, e.g., Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 589 (2010) (no abuse of discretion to approve class action settlement allocating $0 to PAGA claims); *Ceja-Corona v. CVS Pharm., Inc.*, 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 (E.D. Cal. Jan. 14, 2015) (preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $900,000), report and

meal periods, rest periods, wage statements, and waiting time penalties are premised at least partially on the same factual basis (i.e., that Defendant engaging in the practice of requiring Plaintiff and similarly situated employees to travel to a designated area away from their workstations during their meal and rest breaks, Defendant's failure to provide duty-free meal and rest periods, requiring employees to travel to and from a designated area during their meal and rest periods) stacking these penalties could arguably be overly punitive. Instead, seeking only penalties for minimum wages to account for the off-the-clock work, with the meal and rest period violations, results in far more reasonable and less punitive penalties that eliminate the "stacked" penalties for each Labor Code section violated as a result of the same conduct. As a result, Defendant could argue Plaintiff and the aggrieved employees may only be able to recover penalties under minimum wage claim, overtime wage, and meal and rest period violations. Thus, if Defendant is correct on the "stacking" issue, the maximum theoretical penalties would be substantially less under Defendant's view of the law.

26. Second, Plaintiff's calculation also assumes that Plaintiff's PAGA claims could be tried in a manageable manner that comports with due process, which Defendant vigorously disputes.

27. Third, the Court has discretion under PAGA to reduce the amount of any penalties awarded for equitable reasons.

28. Finally, Defendant would argue that PAGA penalties would be limited in any event. As discussed in detail above, Defendant denies any liability. Moreover, Defendant would argue that even if Plaintiff prevailed, the recoverable penalties under PAGA are minimal. Indeed, courts to consider the issue have refused to "stack" PAGA penalties. *See Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving

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recommendation adopted, 2015 U.S. Dist. LEXIS 25730, 2015 WL 925598 (E.D. Cal. Mar. 3, 2015); *Nen Thio v. Genji, LLC*, 14 F. Supp. 3d 1324, 1330 (N.D. Cal. 2014) (preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $1,250,000); *Franco v. Ruiz Food Prods*., 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 (E.D. Cal. Nov. 27, 2012) (granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $2,500,000); *Garcia v. Gordon Trucking, Inc*., 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 (E.D. Cal. Oct. 31, 2012) (granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $3,700,000); *Chu v. Wells Fargo Invs., LLC*, 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 al. Feb. 16, 2011) (granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $6,900,000).

PAGA penalty reduction to $5 per pay period); *accord Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809. Moreover, Defendant would argue that Plaintiff is not entitled to recover PAGA penalties at the subsequent violation rate of $200 per pay period. California's appellate courts have held that "[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware [of the violation]" and therefore, until a Court or the Commissioner issues a finding of a violation, the initial $100 violation rate applies for each pay period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209; *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc*. (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 ("[u]nder California law, courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code"). Defendant further will argue that, to the extent PAGA liability exists (which Defendant denies), the $50 per pay period penalty prescribed in Labor Code § 558(a)(1) would apply to the claims for unpaid wages and meal and rest violations, <u>not</u> PAGA's $100 per pay period default penalty. Thus, Defendant would argue that even if the Plaintiff was able to establish any violation of the Labor Code, the PAGA penalties assessed for these violations will be computed at the $50 rate, as opposed to the $200 per pay period rate at maximum (for estimated 28,708 Pay Periods, exposure of $1,435,400), and there is a likelihood that a further reduction of the penalty to $5 per pay period as approved in *Carrington* would apply given Defendant's compliance with the Labor Code as discussed above (potentially mere $143,540 exposure)

29. In sum, the settlement in the instant case provides for a gross settlement amount of $406,748.16, with a PAGA allocation of $213,400.00, with 65% ($138,710.00) payable to the LWDA and 35% ($74,690.00) distributed to the Aggrieved Employees, and falls squarely within the range of reasonableness for PAGA allocations outlined in the case law above.

30. Defendant maintains significant defenses and opposition to the above claims as follows:

Unpaid minimum and overtime wages claims: With respect to Plaintiff's claims for unpaid minimum and overtime wages, Defendant maintains that the alleged off-the-clock work (including time spent traveling in the parking lot and at entrances/exits) constituted non-compensable commuting time that does not qualify as "hours worked" under governing legal standards. Further, because any alleged off-the-clock work was not recorded, and Defendant maintained written policies promising to pay for all time worked and prohibiting off-the-clock work, this theory would be largely dependent on competing testimonial evidence about Defendant's practices. The potential individualized facts and circumstances and risk of these claims not being certified renders the value of these claims uncertain. Regarding Plaintiff's overtime claims for failure to calculate the regular rate of pay, Defendant argued that it properly paid all overtime wages owed at the proper rate.

Meal and rest claims: Regarding meal and rest periods, Defendant argued that it provided timely and full 30-minute uninterrupted, meal periods, as well as full 10-minute uninterrupted rest periods, during which employees were fully relieved of all duties and free to leave the work premises. Defendant argued that employees were provided the opportunity to take compliant meal and rest periods and, to the extent they did not do so, that was due to individual personal choices of the employees, not conduct attributable to Defendant. Defendant further contends it maintained compliant written policies providing for timely and fully compliant meal and rest periods, and that Plaintiff will be unable to certify these claims in light of the compliant written policies and the individualized facts underlying class member break practices.

Waiting time and wage statement penalties: With respect to Plaintiff's wage statement claim, Defendant contends any alleged wage statement violations could not be shown to be "knowing and intentional" given their good-faith defenses, and that Plaintiff cannot show that she or other employees "suffer[ed] injury," as required by Labor Code § 226(e). Defendant also argued that wage statements always accurately reflected hours worked and amounts paid to employees. Defendant further maintains that Plaintiff and Class Members were paid all wages owed upon separation of employment, and that Defendant believed, in good faith, that it was properly paying all wages to separating employees, such that Plaintiff would not be able to not prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203. Moreover, Defendant argues that Plaintiff would not recover any of these derivative penalties if Plaintiff failed to prove the underlying claims, and these claims likewise cannot be certified for the same reasons the predicate claims cannot be certified. For these reasons, Defendant concluded, Plaintiff would not likely prevail on their claims.

31. If Plaintiff continued litigating this matter, the class members could potentially receive **nothing** if the Court agreed with Defendant's position, or if Defendant was able to defeat certification based on the individual inquiries that would be required regarding Plaintiff's off-the-clock claims and meal and rest claims. Furthermore, even if the Court agreed with Plaintiff, Plaintiff still had to prove Defendant faced exposure under Plaintiff's derivative claims and acted intentionally and *willfully* in order to receive the additional penalties under Labor Code Sections 203, 204, and 226. As such, Plaintiff's decision to settle this matter was in the best interest of the Class Members.

32. This is a fair and reasonable result. Other substantial benefits also include that it is a non-reversionary, non-claims made settlement, which distributes the Net Settlement Amount on a pro rata basis based on the number of Workweeks each Participating Class Member worked for Defendant during the Class Period. (Settlement, §III(C).). The 35% portion of the PAGA Settlement Amount allocated to Aggrieved Employees will be distributed to each Aggrieved Employee who worked during the PAGA Period based on their individual number of PAGA Period Pay Periods during the PAGA Period. (Settlement, §*Id*.). Settlement Class Members will have one hundred eighty (180) days to cash their checks. Any funds not distributed after the expiration of the Individual Class Payment checks shall escheat to the California Controller's Unclaimed Property Fund in the name of the Class Member. (Settlement, §XI(B).)

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EXPERIENCE OF CLASS COUNSEL:

33. The attorneys at our office are experienced and qualified to evaluate the class claims and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. The partner of the firm who was lead counsel on this matter, Mr. Joseph Lavi, has been practicing law for over 20 years. Mr. Granberry is a graduate of Arizona State University Sandra Day O'Connor College of Law. I am a graduate of Loyola Law School and have been practicing law since December 2024. Mr. Lavi, myself, and the other members of my firm, have almost exclusively practiced in the area of labor and employment law. Mr. Lavi has handled numerous cases in all aspects of employment and labor law, including state and federal class actions, including wrongful termination, retaliation, and harassment actions. Mr. Granberry has been in practice with the law firm of Lavi & Ebrahimian, LLP since April 2014. Super Lawyers Magazine has selected him as a Southern California Rising Star in 2016 through 2024 in the area of Plaintiff's employment litigation and as one of the Up-and-Coming 100 attorneys in my field in 2018 and again from 2020 - 2024. He has been involved in numerous cases in all aspects from trial through trial and appeal, including California and Federal class actions, wrongful termination, discrimination, harassment and retaliation cases. Mr. Lavi has tried both labor and employment cases in State and Federal court, and has argued before various Court of Appeals, on employment issues such as validity of Arbitration Agreements, Application of Res Judicata in class action cases as well as other employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment Law Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct trials as well as proving and winning punitive damages. Mr. Lavi has also been named a Southern California Super Lawyer in the area of Plaintiff's employment litigation- class action from 2011-2022. Mr. Lavi has been approved as class counsel by both federal and state Courts. Mr. Lavi, myself, and the other attorneys at Lavi & Ebrahimian who are available to assist us in this case if needed are fully capable of adequately and fairly representing Plaintiffs and the proposed class in this matter. Lavi & Ebrahimian, LLP, has been appointed Class Counsel in over fifty contested proceedings including the following:

a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case

No. BC343535;

b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No. BC369846;

c. *Edlin, et al. v. Fuddruckers, Inc.,* United States District Court, Central District of California, Case No. CV-07-3678-ABC;

d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses,* Los Angeles Superior Court Case No. BC380996;

e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior Court Case No. BC383266;

f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court Case No. RG 0265835;

g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No. 05CECG02189;

h. *Norman, et al. v. Movado Retail Group, Inc.,* United States District Court, Central District of California, Case No. CV08-06691 SVW (PLA);

i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case No. BC342588;

g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No. BC374816;

h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No. BC378990;

i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central District of California, Case No. CV07-3237-DDP (PLAX);

h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No. BC410322;

j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case No. BC412315;

k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No. BC397208;

l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No. BC399431;

m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No. 37-2009-00103626-CU-OE-CTL;

n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No. BC451148;

o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court, Central District of California, Case No. CV 10-8916 DDP (CWx);

p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles Superior Court Case No. BC432406;

q. *Barajas v. Menzies Aviation, Inc.,* United States District Court, Central District of California, Case No CV-10-02315-JEM;

r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior Court Case No. BC462603;

s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court Case No. BC452570;

t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-00366952-CU-OE-VTA;

u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case No. BC421009;

v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No. 1341987;

w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court Case No. BC425708;

x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case

No. BC436879;

y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No. RIC10020183;

z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No. BC411849;

aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No. BC411134;

bb. *Lowanga v. Continental Currency Services, Inc*., Orange County Superior Court Case No. 30-2011-0044011-CU-OE-CXC;

cc. *Aguilar v. PLS Financial Services, Inc.,* United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx)

dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No. BC443792;

ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No. BC451489;

ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case No. CV 10-0968-PSG-FMOX;

gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case No. BC425799;

hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior Court Case No. BC446744;

jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No. BC456420;

ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

kk. *Reed v. 99 Cents Only Stores,* Los Angeles Superior Court Case No. BC436793;

ll. *Santos v. Noble Management Group-California, LLC*, United States District Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior Court Case No. 30-2011-00473505;

nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case No. BC436235;

oo. *Zad-Behtooie v. Valley Village,* Los Angeles Superior Court Case No. BC451490;

pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No. RG10523946;

qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of California, Case No. CV 11-09543 DSF (MRWx);

rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-00518396-CU-OE-CXC;

ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx);

tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No. BC320172;

uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;

vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No. BC357987.

34. Mr. Lavi, I, and the other attorneys at the firm made every effort to litigate this action in an efficient and cost-effective manner. Given his years of experience, his trial and appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work by the hour, his current hourly rate would be $1,000 per hour. Given his years of experience, if Mr. Granberry were to charge for his type of work by the hour, his current hourly rate would be $750 per hour. My

hourly rate would be $675 per hour. This rate is the firm's current billing rate and is supported by the extensive and specialized experience in these types of cases and recognized expertise described. I have personal knowledge of the hourly rates charged by other attorneys with comparable experience to both Mr. Lavi's and mine. Based on that information, I believe that my rates are fully consistent with the market rate for attorneys with comparable expertise, experience, and qualifications. Based on the information I have, I believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with comparable expertise, experience, and qualifications.

35. The specific work performed by my firm in prosecuting this action has included, but not been limited to: preparing the pleadings, reviewing extensive informal discovery exchange; reviewing documents; analyzing the data; participating in settlement negotiations; participating in a full-day mediation; negotiating, drafting, and reviewing the settlement agreement as well as drafting the Motion for Preliminary Approval.

36. Our firm maintains all records regarding costs expended on each case. I have reviewed the records of costs expended in this matter. According to our records, our firm has incurred significant costs (including the mediation fee and expert fees collectively over $14,000) in this matter at this time and will likely incur additional costs to see this matter through final judgment. This amount includes costs associated with the costs associated with filing of the papers filed and responded to in this matter, service of process for the summons and complaint, and mediation fees.

37. Moreover, proposed class counsel is adequate to represent the class for settlement purposes and has been appointed as class counsel before by this Court as well as both State and Federal Courts.

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CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT:

38. It is imperative that Plaintiff obtain just compensation for the time, effort, and risk associated with her fiduciary duties as a class representative and named Plaintiff. I believe that the named Plaintiff performed considerable services on behalf of the Class, since she searched for an attorney, collected and gathered the requested documents and information, wage statements and/or pay stubs, met with us, made herself available each and every single time that I called her in order to answer questions about Defendant's policies and procedures produced in formal and informal discovery or discussed during conversations with opposing counsel or raised in pleadings filed in this matter. The named Plaintiff provided Class Counsel with factual information needed to prepare the complaints. She collected relevant documents and produced those documents to Class Counsel. She continued to be engaged in continued settlement negotiations that were ultimately required to reach a settlement in this case. I believe that the service award request of $5,000 to Plaintiff ("Class Representative Service Payment") as a service award is fair and reasonable. As such, the requested payment is warranted for her time and effort when the class members are able to receive significant benefits for her efforts, as well as the fact that she put herself at significant risk for liability for costs in this matter if Defendant were the prevailing party in the litigation as well as for retaliation by other employers who may discover and find it to be unappealing that she was class representative in a lawsuit against Defendant, her former employers. At this point in the approval process, Plaintiff's requested payment should be approved, and allow the Class Members an opportunity to object to the requested Class Representative Service Payment.

39. A true and correct copy of the Class and PAGA Action Settlement Agreement ("Settlement" or "Settlement Agreement") is hereto attached as **Exhibit "1."**

40. A true and correct copy of the Class Notice is hereto attached as **Exhibit "2."**

41. On May 12, 2026, a copy of the Settlement was submitted via online submission to the LWDA. A true and correct copy of the LWDA's email confirmation of my upload of the Settlement is hereto attached as **Exhibit "3."**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day of May 2026, at Beverly Hills, California.

/s/Paolo Policastro
Paolo Policastro