BIBIYAN LAW GROUP, P.C.
Keaton D. Mendoza (SBN 321172)
kmendoza@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ALEX RAD,
as an aggrieved employee, and on behalf of
all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

v.

4 OVER, LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV07319

[Assigned for all purposes to the Hon. Samantha Jessner, in Dept. SSC-7]

DECLARATION OF KEATON D. MENDOZA IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

DECLARATION OF KEATON D. MENDOZA

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, an Attorney at Bibiyan Law Group, P.C., counsel for Plaintiff Alex Rad ("Plaintiff") and all others aggrieved. As such, I am familiar with the file in this matter and, if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

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

Introduction

3. Plaintiff, on one hand, and defendant 4 Over, LLC ("Defendant") on the other hand, have agreed to settle Plaintiff's claims under the Private Attorneys General Act ("PAGA"), fully resolving this case pursuant to the Joint Stipulation re: PAGA Settlement ("Settlement," "Agreement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached as Exhibit "1" hereto.

4. The approximately 344 "Aggrieved Employees" who are covered by the Settlement Agreement are all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees, during the period from December 27, 2021 through June 27, 2025 ("PAGA Period") in the State of California.

5. The Settlement Agreement provides that Defendant pays $350,000.00 as the Gross Settlement Amount. From this amount, Plaintiff requests an award of $6,490.00 in administration costs, attorneys' fees in the amount of not more than thirty-five (35%) of the Gross Settlement Amount, $122,500.00 (as the same may be escalated pursuant to the Settlement Agreement), reimbursement of up to $50,000.00 in litigation costs (Plaintiff's Counsel apply for reimbursement of $30,697.11 in litigation costs as more fully detailed in the Declaration of David D. Bibiyan), and $20,000 representing a separate payment to Plaintiff for release of his individual. Of the remaining sum (hereinafter, the "Net Settlement Amount), and pursuant to the PAGA statute, seventy-five

percent (75%) shall be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) of which will be paid to Aggrieved Employees.

6. These penalties are genuine and meaningful and fulfill PAGA's underlying purpose to benefit the public. Accordingly, Plaintiff requests that the Court approve the Settlement as such awards are reasonable and also warrant approval.

7. The Settlement is based on Defendant's representation that there are no more than 21,167 pay periods worked during the PAGA Period. In the event the number of pay periods during the PAGA Period increases by more than 10%, or 2,116 pay periods, then the Gross Settlement Amount shall be increased proportionally by the pay periods more than 21,167 multiplied by the pay period value. Notwithstanding the foregoing, in the event the pay periods exceed 10% over the 2,116 threshold in the release period, Defendant will have the option to (a) claw back the release period to the date where it amounts to 2,116 or (b) pay the escalator amount (i.e., the pro rata amount for every pay period in excess of 2,116). In the event the Court refuses to approve the settlement unless a date certain is first chosen, then Defendant agrees to Option (a) above. The pay period value shall be calculated by dividing the Gross Settlement Amount by 21,167. The Parties agree that the pay period value amounts to $16.57 per pay period. ($350,000/21,167 pay periods). Thus, for example, should there be 25,000 pay periods in the PAGA Period, then the Gross Settlement Amount shall be increased by $63,513. (25,000 pay periods – 21,167 pay periods) x $16.57/pay period.

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

Factual and Procedural Background

The Parties

9. I understand Plaintiff was a non-exempt hourly employee hired by Defendant from approximately September of 2017 through approximately April of 2022.

10. I understand Plaintiff's duties included, but were not limited to, operating and fixing machinery.

11. Based on information provided by Defendant's counsel, Plaintiff believes there are approximately 344 Aggrieved Employees in the Settlement Period.

Procedural History

12. On or around December 27, 2022, Plaintiff filed with the California Labor Workforce Development Agency ("LWDA") a notice under Labor Code section 2699.3 and served on Defendant, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of other non-exempt, hourly-paid employees for various alleged Labor Code violations ("PAGA Notice"). A true and correct copy of the PAGA Notice is attached hereto as Exhibit "3."

13. On or around April 4 2023, Plaintiff filed this PAGA action alleging violations of the Labor Code as asserted in the PAGA Notice for which Plaintiff sought civil penalties under PAGA.

14. On or around June 27, 2025, the parties participated in an all-day mediation presided over by Jeff Winikow, Esq, which led to the Agreement to settle the Action.

15. Prior to mediation, Plaintiff obtained, through informal discovery: (1) Random 50% sampling, taken by alphabetizing the list of employee names, redacting the names, (but leaving the employee numbers) and pulling the time and pay records for every other employee; (2) Wage and hour policy documents; and (3) All documents concerning Plaintiff available to Defendant

Discovery and Investigation

16. In the leadup to mediation, Plaintiff's Counsel investigated Plaintiff's claims, performed legal research regarding Defendant's defenses, and engaged in informal discovery. During that time, Defendant produced: (1) Random 50% sampling, taken by alphabetizing the list of employee names, redacting the names, (but leaving the employee numbers) and pulling the time and pay records for every other employee; (2) Wage and hour policy documents; and (3) All documents concerning Plaintiff available to Defendant.

17. The above information and sampling yielded sufficient information to determine, for the PAGA Period, the total number of Aggrieved Employees, the total number of shifts and PAGA

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

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

19. Defendant denies each of the allegations and claims asserted against them in the Action. However, Defendant agreed to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation.

Mediation

20. On or around June 27, 2025, the parties participated in an all-day mediation presided over by Jeff Winikow, Esq, which led to the Agreement to settle the Action.

21. The Settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into mediation willing to explore the potential for a settlement of the Action, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After several exchanges of draft

settlement agreements, the Parties fully executed the Settlement Agreement, a copy of which is attached hereto as Exhibit "1" thereto.

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

Summary of Settlement

The Aggrieved Employees

23. The "Aggrieved Employees" who are covered by the Settlement Agreement are all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees, during the period from December 27, 2021 through June 27, 2025 ("PAGA Period") in the State of California. Based on information provided by Defendant prior to mediation, Plaintiff believes there are approximately 377 Aggrieved Employees in the PAGA Period.

Settlement Terms

24. The Settlement provides for a Gross Settlement Amount ("GSA") of $350,000.00, as the same may be escalated pursuant to the Parties' Settlement Agreement, to be paid by Defendant. The GSA shall be allocated as follows:

Net Settlement Amount

25. The amount of the GSA that remains after deducting the Settlement Administration Costs ($6,490.00), Plaintiff's Counsel's Attorneys' Fees ($122,500.00), Plaintiff's Counsel's Attorneys' Costs ($30,697.11), and Separate Payment to Plaintiff for settlement of his individual claims ($20,000.00) will be designated as the Net Settlement Amount ("NSA"). If the Court approves those allocations, the total estimated amount of the Net Settlement Amount is $170,312.89

as the same may be escalated pursuant to the Settlement Agreement. Pursuant to the Settlement Agreement and Labor Code section 2699(i), 75% of the Net Settlement Amount, or $127,734.67 (as the same may be escalated pursuant to the Settlement Agreement) will be paid to the LWDA, and the remaining 25%, or $42,578.22 as the same may be escalated pursuant to the Settlement Agreement) of the Net Settlement Amount will be paid to the Aggrieved Employees on a *pro rata* basis using their respective number of Pay Periods worked during the Settlement Period. The estimate average payment to Aggrieved Employees is approximately $123.77 ($42,578.22 / 344 Aggrieved Employees).

Settlement Administrator and Costs of Administering the Settlement

26. The Parties have agreed that the Settlement Administrator will be Apex Class Action LLC ("Apex"). The cost of administering the Settlement, including but not limited to, mailing the Individual PAGA Payments[1] to the Aggrieved Employees, shall not exceed $6,490.00and will be paid to the Settlement Administrator from the Gross Settlement Amount.

Plaintiff's Counsel's Attorneys' Fees and Costs

27. An award of attorneys' fees is requested to Plaintiff's Counsel in an amount of not more than thirty-five percent (35%) of the Gross Settlement Amount, which unless escalated pursuant to the Settlement Agreement, will be $122,500.00 as well as reimbursement of litigation costs reasonably incurred in an amount of $30,697.11.

Settlement Administration

28. Within 14 days of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. The "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

29. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date. Within 14 days

[1] "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along with the PAGA Payment Letter, the substance of which is attached hereto as Exhibit "2."

30. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

Taxes

31. The Parties do not expect there to be any employer side taxes arising from this Settlement because this is a settlement of a representative action for civil penalties. If it is determined that employer side taxes exist on the Gross Settlement Amount, such taxes will be funded by the Gross Settlement Amount.

Release

32. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for PAGA civil penalties.

Escalator Provision

33. The Agreement is based on Defendant's representation that there are no more than 21,167 pay periods worked during the PAGA Period. In the event the number of pay periods during the PAGA Period increases by more than 10%, or 2,116 pay periods, then the Gross Settlement Amount shall be increased proportionally by the pay periods more than 21,167 multiplied by the pay period value. Notwithstanding the foregoing, in the event the pay periods exceed 10% over the 2,116 threshold in the release period, Defendant will have the option to (a) claw back the release period to the date where it amounts to 2,116 or (b) pay the escalator amount (i.e., the pro rata amount for every pay period in excess of 2,116). In the event the Court refuses to approve the settlement unless a date certain is first chosen, then Defendant agrees to Option (a) above. The pay period value shall be calculated by dividing the Gross Settlement Amount by 21,167. The Parties agree that the pay period value amounts to $16.57 per pay period. ($350,000/21,167 pay periods). Thus, for example, should there be 25,000 pay periods in the PAGA Period, then the Gross Settlement Amount shall be increased by $63,513. (25,000 pay periods – 21,167 pay periods) x $16.57/pay period.

Uncashed Checks

34. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

Argument

The PAGA Penalties Secured by the Settlement are Genuine and Meaningful, and Fulfill

PAGA's Underlying Purpose to Benefit the Public

35. Here, Plaintiff's Counsel believes the Settlement penalizes Defendant for its alleged violation of California's labor laws, provides a significant benefit of $42,578.22 (as the same may be escalated pursuant to the Settlement) to the State and also provides relief to the Aggrieved Employees that is genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public. Lastly, the Gross Settlement Amount of $350,000.00, as the same may be escalated pursuant to the Settlement Agreement, is significant enough to deter Defendant from future violations. Accordingly, the Settlement fulfills the underlying purpose of the statute and confers a substantial benefit on the public.

The Settlement is Reasonable Given the Risks of Further Litigation

36. I understand that because, in this instance, there was no evidence that Defendant was provided notice that they were in violation of the Labor Code, initial violation rates were used to calculate penalties.

37. At the time of mediation and based on the records produced by Defendant, Plaintiff understood there to be 21,167 pay periods through mediation. While Plaintiff's Counsel is informed and believes that reasonable minds differ with regard to calculation of PAGA penalties, Plaintiff's Counsel believes one reasonable calculation of Defendant's maximum exposure in PAGA penalties is as follows:

(1) Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $2,116,700 (21,167 pay periods x $100).

(2) Overtime Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $1,058,350 (21,167 pay periods x $50).

(3) Meal Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $1,058,350 (21,167 pay periods x $50).

(4) Rest Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $1,058,350 (21,167 pay periods x $50).

(5) Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty for wage statement violations that are inaccurate, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. (*Id.* at 247-248.) Using the initial pay period rate for all violations, and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of $2,116,700 (21,167 pay periods x $100).

(6) Waiting Time Penalties: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Because this violation is merited only at separation of employment, a 100% violation rate would likely include be just one violation per employee. Plaintiff's Counsel contends that there were approximately 469 Aggrieved Employees separated from the company during the relevant time period. This amounts to a maximum exposure of $8,000 (80 Aggrieved Employees x $100).

(7) Failure to Reimburse Work Expenses: Labor Code section 2699 would be the appropriate penalty for failure to reimburse work expenses, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every

single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of $2,116,700 (21,167 pay periods x $100).

38. In sum, Plaintiff's Counsel calculated Defendant's total maximum exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved Employee every pay period, allow "stacking" of PAGA Penalties (i.e. multiple penalties for different Labor Code violations in the same pay period), and not exercise its discretion to reduce any of those penalties to be $9,533,150.

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

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

41. Plaintiff also considered the fact that continued litigation would be expensive, time-consuming and an uncertain proposition, involving a trial and possible appeals, and would delay

any recovery to the State and the Aggrieved Employees. There is also a substantial risk that the Court would reduce the award even if Plaintiff successful or otherwise exercises its discretion not to award penalties at all even if Labor Code violations are found. In contrast, if the Court approves the Settlement, the Aggrieved Employees will receive timely relief and avoid the risk of an unfavorable judgment. Plaintiff objectively and knowledgably balanced the strengths and weaknesses of their claims, the likelihood of reaching a trial, and the likelihood of success at trial against the risk of continued litigation and was able to determine a realistic range of settlement recovery for PAGA penalties.

42. As such, Plaintiff's Counsel believes a 25% valuation off of this theoretical maximum exposure, resulting in **$2,383,287.50** to be a reasonable estimate of the likelihood of what Plaintiff may potentially recover at trial for PAGA penalties ($9,533,150 x 0.25). In all, Plaintiff's Counsel obtained a Gross Settlement Amount of $350,000.00. *See also Carrington v. Starbucks Corp*., 30 Cal.App.5th 504, 529 (2018) (upholding trial courts 90% reduction in maximum penalties, from $50 to $5 per initial violation).

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

Plaintiff's Counsel's Hourly Rates are Reasonable

44. Plaintiff's Counsel's hourly rates for attorneys are: $1200, $900, $700, $600, and $450 with paralegal and legal assistant's hourly rates are $200 and $95, respectively.

45. A survey conducted by the National Law Journal for the year 2002 provides a sample of a billing rate for California Lawyers. In that survey, six California firms provided their hourly billing rates. Of those six firms, five regularly charge in excess of $500.00 per hour for their partners.

In fact, four of the firms charge as high as $600.00, $620.00, $650.00, and up to $850.00 per hour. These firms are located in Orange County, Los Angeles County, San Francisco County and San Diego County and are the types of firms that Plaintiff's Counsel regularly opposes in these class action cases. (*See* National Law Journal Survey, attached as Exhibit "4" hereto.). The only difference is that these defense attorneys are paid on a monthly basis and do not have to advance any costs on a case.

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

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

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

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

49. I believe Plaintiff's Counsel are experienced litigators who specialize in employment law, with a substantial PAGA and wage-and-hour class action practice. Moreover, similar rates for the attorneys and staff of Plaintiff's Counsel have been approved by various California Superior Courts, including just this month. Given the skill and experience of Plaintiff's Counsel in this case, and the excellent result achieved for the State and other Aggrieved Employees, the requested rates are reasonable.

The Settlement Administrator Costs are Reasonable

50. The Settlement Administrator's request for costs of up to $30,697.11 is reasonable, given the tasks to be performed by the Settlement Administrator, including but not limited to: (a) processing the data provided by Defendant to be used in calculating the Aggrieved Employees' payments; (b) preparing, printing and mailing to the 377 Aggrieved Employees the PAGA Payment Letter, as well as following up with reasonable skip tracing; (c) calculating and mailing Aggrieved Employees' payments to Aggrieved Employees; (d) filing any required federal and state tax forms and related agency reporting; (e) filing any required reports with the Court; (f) establishing a settlement fund; (g) distributing the Gross Settlement Amount; (h) voiding uncashed or undeliverable checks to issue those funds to the California Controller's Unclaimed Property Fund; (i) providing necessary reports and declaration; and (j) all other tasks described in the Settlement Agreement, as to which the Parties mutually agree. The Settlement Administrator's costs should be approved.

Submission to the LWDA

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

///

///

///

///

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this October 19, 2026, at Los Angeles, California.

/s/ Keaton D. Mendoza
Keaton D. Mendoza