B. James Fitzpatrick (SBN: 129056)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

YVONNE LARKIN, as an individual and on behalf of all others similarly situated, and as a private attorney general,

Plaintiff,

vs.

PARK & KISS, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CV00361

[Hon. Syda K. Cogliati, Department 5]

DECLARATION OF SIMON L. YANG IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: December 14, 2026
Time: 8:30 a.m.
Department: 5

Complaint Filed: February 3, 2026

I, Simon L. Yang, declare as follows:

1. I am an attorney admitted to practice in the State of California and, with the law firm Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my own personal knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated in this declaration.

2. The Notice of Class Action Settlement ("Class Notice") provided Class Members with my office's contact information, where they could further seek information regarding the class settlement, leave questions for the Administrator, and update their address.

3. There were no objections to the amount of attorneys' fees or litigation costs that Class Counsel seek in this case and for which Plaintiff asks the Court for final approval.

4. Class Counsel engaged in extensive factual investigation before settling, including the exchange of extensive informal discovery and class data. This allowed Plaintiff to conduct a full damage analysis. The Agreement was the product of negotiation between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed.

5. Although I am confident that litigation of the claims would result in a classwide judgment against Defendant, I recognize the inherent risks in litigation, including the specific risks that class certification could be denied, liability could not be established at trial, or the applicable law could change. I believe the settlement for each Class Member is fair, reasonable, and adequate, as well as in their best interests, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation. The settlement is the result of extensive arms' length negotiations between the Parties and their counsel.

6. I am one of the primary attorneys on this matter. My qualifications are as follows: After completing my undergraduate education at The Wharton School at the University of Pennsylvania in 2004 with concentrations in Management and Human Resources, I continued studying labor and employment issues by enrolling in post-graduate education at the School of Labor and Employment Relations at the University of Illinois. I determined before enrolling in law school that I wanted to

practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

7. Upon graduating from law school in 2008, I practiced labor and employment law at Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My practice focused on wage and hour class, collective, and representative actions, with a particular emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA"). During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class, collective, and representative actions that resulted in published opinions, including for example, *Ehret v. WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of not more than six hours), and *Ruelas v. Costco Wholesale Corp.*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was also able to obtain experience litigating representative claims or wage and hour matters through trial and appeal. *E.g., Velazquez v. Costco Wholesale Corp.*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015) (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to pay wages); *Ward v. Costco Wholesale Corp.*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective action with involving deductions from final paychecks). I also litigated class certification on numerous matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (obtaining denial of class certification on behalf of retail employees alleging bag check claims).

8. Based on my experience in wage and hour class, collective, and representative actions, I have been interviewed and quoted in articles published in the Northern California Record about legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and hour class and representative action litigation, including for example articles on California kin care requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break

laws in *California Transportation News*, a publication of the California Construction Trucking Association.

9. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C., which also focuses on employment law. I have handled a number of wage and hour class and representative actions and continue litigating such matters in numerous Superior Courts and District Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have obtained class certification, and no court has ever found me to be inadequate class counsel.

10. My firm has incurred costs in the amount of $11,861.05. The costs are all litigation related costs, including filing fees. Attached hereto as **Exhibit 1** is copy of the costs my firm has incurred in connection with prosecution of this lawsuit.

11. My current billing rate is $800 per hour, which is less than my billing rate would have been had I remained at my prior firm. In January of 2019, clients were billed and paid my rate of $630 per hour. In January of 2020, clients were billed and paid my rate of $670 per hour. Had I remained at my prior firm, I am informed and believe that my billing rate would have increased in January of 2021 to at least $710 per hour, in January of 2022 to at least $750 per hour, and in January of 2023 to approximately $800 per hour. Numerous courts have approved an hourly billing rate of $750 for my work.

12. I have incurred a total of 90.0 hours to date in litigating this matter. Attached as **Exhibit 2** is a summary of my hours and tasks on this matter. I also anticipate spending at least 3.0 additional hours on this matter in connection with the final approval hearing and post-approval matters. The total lodestar for my hours will be approximately $74,400.00 based on an hourly rate of $800.00 per hour.

13. Plaintiff previously uploaded the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement to the LWDA's website. Concurrent with the filing of this motion, Plaintiff also has uploaded the final approval motion to the LWDA.

14. Plaintiff did not proceed with litigation of all of her potential wage-hour claims and instead strategically limited the claims in this lawsuit to maximize her ability to certify a class and

recover for the Class. Had Plaintiff pursued other individual claims, Plaintiff would have sought at least $10,000.00 in exchange for a general release of wage-hour claims.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of November 2026, at Pasadena, California.

Simon L. Yang

EXHIBIT 1

DIVERSITY LAW GROUP

Invoice

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice #: 10603

Invoice Date: 11/05/2026

Terms: Upon Receipt

Due Date: 11/05/2026

PO #:

Invoice Total: $11,861.05

Payment Applied: $0.00

Total Due: $11,861.05

Summary - Larkin, Yvonne v. Park & Kiss, Inc. (12114.001)

Type	Description	Amount ($)
Expenses		11861.05

Subtotal:	$11,861.05
Discount:	$0.00
Subtotal after Discount:	$11,861.05
Taxable Subtotal:	$11,861.05
Tax:	$0.00
Total:	$11,861.05

Details - Larkin, Yvonne v. Park & Kiss, Inc. (12114.001)

Expenses

Date	Category	Expense Code	Description	Amount ($)
01/14/2026	Legal Research		Eve - Legal Research	350.00
02/03/2026	Court Fees		Odyssey - Complaint	1497.36

DIVERSITY LAW GROUP

Invoice

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice #: 10603

Invoice Date: 11/05/2026

Terms: Upon Receipt

Due Date: 11/05/2026

PO #:

Invoice Total: $11,861.05

Payment Applied: $0.00

Total Due: $11,861.05

			(Envelope Number: 22512337)	
02/09/2026	Attorney Service		ACE - Complaint Service (Park & Kiss, Inc.)	182.25
02/25/2026	Court Fees		Odyssey - POS of Summons (Envelope Number: 22778311)	19.31
04/21/2026	E121 Arbitrators/mediators		Signature Resolution Mediation	9250.00
05/19/2026	Court Fees		Odyssey - Notice of Posting Jury Fees & CMS (Envelope Number: 23782601)	173.81
06/01/2026	Court Fees		Odyssey - Notice of Remote Appearance (Envelope Number: 23932176)	7.21
07/27/2026	Court Fees		Odyssey - MPA (Envelope Number: 24584950)	81.11
11/05/2026	Court Fees		WIP	300.00
			Subtotal:	$11,861.05
			Total:	$11,861.05

EXHIBIT 2

Time and Task Summary
for Larkin v. Park & Kiss, Inc.
Simon L. Yang

Description of Work	Hours
Review plaintiff's wage statements and other documents	1.6
Draft and revise complaint; confer with co-counsel on litigation strategy	4.8
Review answer to complaint	0.5
Review court's notice of CMC, local rules, and case management orders	0.3
Prepare for and conduct initial case management conference and draft case management conference statement	1.8
Prepare and respond to various correspondence with defendant, co-counsel, and plaintiff regarding purported class action waiver and mediation	3.6
Investigate defendant's current practices	2.4
Research on Defendant's ownership structure and potential individual liability	2.2
Draft pre-mediation request for information and documents	1.8
Review defendant's production of documents and information for mediation	6.4
Analyze and prepare exposure model for mediation	4.2
Draft and revise mediation brief	11.4
Conduct pre-mediation calls with mediator	1.2
Prepare for and attend mediation	10.0
Review and revise settlement documents, including joint stipulation of class action settlement, class notice; meet and confer re same	11.2
Draft and revise preliminary approval documents, including motion, declarations, and proposed order	10.4
Review tentative ruling on motion for preliminary approval	0.2
Confer with settlement administrator regarding administration process, class member responses, requests for exclusion, and declaration regarding administration process	4.6
Draft and revise final approval documents, including motion, declarations, and proposed order	11.4
TOTAL	**90.0**