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Attorneys for Plaintiff LETICIA ALVAREZ

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF PLACER

LETICIA ALVAREZ, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

PRECISION FLUID CONTROLS, INC., a California Corporation, and DOES 1 through 50, inclusive,

Defendants.

CASE NO. S-CV-0053902

DECLARATION OF J. KIRK DONNELLY IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS

Date: November 10, 2026
Time: 8:25 a.m.
Dept. 32

DECLARATION OF J. KIRK DONNELLY

I, J. KIRK DONNELLY, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am the principal of the Law Offices of J. Kirk Donnelly, APC, counsel of record for plaintiff Leticia Alvarez. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs. If called to testify as to the within facts, I would and could competently do so.

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

2. Defendant PFC designs, manufactures, and tests components for the aerospace industry. Its manufacturing plant is located in Lincoln, California. Plaintiff Leticia Alvarez worked Defendant as an hourly paid Quality Control Inspector for a little over 2 years, from July 2022 until she was terminated on or about September 12, 2024.

3. On October 29, 2024, Plaintiff filed a class action complaint against Defendant for several alleged violations of the Labor Code and IWC Wage Orders. In her complaint Plaintiff contended PFC failed to properly calculate and pay for overtime wages by failing to include shift differential wages in the "regular rate of pay" calculation used to determine the correct overtime rate, which resulted in underpaying employees for overtime. Plaintiff also alleged employees improperly worked under an Alternative Work Schedule of four ten hour shifts per week, which resulted in a failure to pay daily overtime premiums. Plaintiff alleged she and other employees did not receive all required meal breaks as required under the Labor Code and IWC Wage Orders, or that the breaks were non-compliant and started after the fifth hour of work or lasted less than 30 minutes. Similarly, Plaintiff alleges PFC failed to provide all required rest breaks, and particularly third rest breaks on shifts lasting longer than 10 hours. Lastly, Plaintiff alleged claims for failing to provide proper itemized wage statements and payment of all wages due on separation of employment.

4. PFC has at all times denied Plaintiff's allegations and maintained its meal break and payroll policies and procedures comply with California law, that it provided employees with full compliant meal and rest breaks, and that it properly tracked employee time and paid Plaintiff

and all other employees all wages due and at the correct hourly rate. Additionally, PFC strongly contends the case cannot be maintained as any kind of class or representative action, arguing for example that to the extent class members missed meal breaks, that such breaks were non-compliant, it was intermittent and infrequent and evidence of such violations would be purely anecdotal, and therefore individualized issues predominate and trial would be unmanageable.

5. After Plaintiff filed her complaint, the Parties engaged in meet and confer discussions regarding discovery, potential law and motion, and the merits of the case, and ultimately agreed to attempt early mediation. They also engaged in significant informal discovery to facilitate an exchange of information necessary to engage in a meaningful mediation.

6. The Parties then engaged Daniel Turner, Esq., a respected mediator with extensive wage and hour class action experience and, in September 2025, participated in a full day mediation with Mr. Turner that resulted in the proposed settlement after a mediator's proposal and extensive follow up negotiations.

THE PROPOSED SETTLEMENT TERMS

7. Under the settlement, Precision Fluid will pay $415,000.00 into a common fund, the Gross Settlement Amount ("GSA"). Reasonable attorney's fees of up to thirty-five percent of the GSA, or $145,250, actual litigation costs of up to $12,500 (only $8,612.07 is requested), a modest enhancement award of up to $10,000 for plaintiff, settlement administration costs of $6,500, and a payment of $20,000 for alleged civil penalties under PAGA (of which $13,000 will go to the LWDA for its share of the PAGA penalties, with the remaining $7,000 to the Aggrieved Employees), all will be paid from the GSA. The remainder of approximately $224,637.93 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the GSA will revert to the PFC.

8. As noted, the settlement obligates PFC to pay $415,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least $224,637.93 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class

U.S. Mail. One-third of each settlement share will be allocated to wages and the remaining two-thirds percent will be allocated to expenses, penalties and interest. PFC will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund.

9. Each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium wages for missed meal breaks, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a portion of the available settlement funds corresponding to the relative value of his or her potential claims. The proposed allocation provides a reasonable way to compensate Class Members based the amount of time they worked for Defendant, and the number of instances they missed a break, were not provided compensation in lieu of such missed breaks, lost wages due to the regular rate issue, etc.

10. All Participating Class Members will be deemed to release Defendant and the Released Parties from all claims alleged in the operative First Amended Complaint, or that could have been brought based on the allegations in the FAC, including PAGA claims, that arose during the Class Period and PAGA Period. The release is limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the FAC.

11. The Parties allocated $20,000 to payment of civil penalties under PAGA for such claims against Defendant, as addressed in more detail below, and Plaintiff submits that amount is fair, reasonable and adequate, and consistent with PAGA's underlying purposes. As required by Labor Code section 2699(s)(2), my office gave notice of the settlement and preliminary approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value, and Significant Litigation Risks

12. Prior to mediation, the parties engaged in substantial informal discovery to

facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding PFC' payroll practices, pay stubs and time records for essentially all of the class members, meal and rest break policies, etc., and information from PFC regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model. Plaintiff's counsel are confident they obtained sufficient information to enable them to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the class.

13. Plaintiff's analysis was supported by the pre-mediation production described above, which permitted Plaintiff's counsel to estimate potential damages on various theories of liability. Using that data, Plaintiff ran various calculations and estimated PFC' likely maximum exposure on the class claims at approximately $5,156,600, including about $1,096,620 on the unpaid overtime/AWS claim, $29,600 on the underpaid overtime/regular rate claims, $1,470,450 on the meal break claims, $1,096,250 on the rest break claims, $716,000 on the wage statement claims, and $747,680 on the waiting time penalty claims.

14. On the overtime claims, Plaintiff first alleged she and other employees frequently worked on the swing shift or a weekend shift, and when doing so they received a $2/hour shift differential that Defendant did not incorporate into the employees' "regular rate of pay" for purposes of calculating the correct overtime rate. As held by the California Supreme Court, "an employee's 'regular rate of pay' for purposes of Labor Code section 510 and the IWC wage orders is not the same as the employee's straight time rate (i.e., his or her normal hourly wage rate). Regular rate of pay, which can change from pay period to pay period, includes adjustments to the straight time rate, reflecting, among other things, **shift differentials** and the per-hour value of any non-hourly compensation the employee has earned."

15. Second, Plaintiff alleged that she and other class members worked under an invalid Alternative Work Schedule ("AWS") where they worked a "4/10" schedule (4 shifts of 10 hours) rather than a standard "5/8" schedule. Under the applicable IWC Wage Order, employers may implement an AWS, which in general provides that "[n]o employer shall be deemed to have violated the daily overtime provisions by instituting, pursuant to the election procedures set forth

in this wage order, a regularly scheduled alternative workweek schedule of not more than ten (10) hours per day within a 40 hour workweek without the payment of an overtime rate of compensation." While Defendant did hold the required election in 2016 for employees in the Machine Shop work unit, per Plaintiff she and other employees who did not work in the Machine Shop nevertheless worked under an AWS even though PFC did not hold any additional AWS elections for these other work units. For this reason, Plaintiff alleges she and other employees are entitled to receive daily overtime premiums for all shifts where they worked over 8 hours. Further, for those employees working under a valid AWS, they must be paid daily overtime for any shift where they work less than the 10 hours mandated by the AWS. Per Plaintiff, all employees working an AWS did not receive daily overtime when working a shift of more than 8 but less than 10 hours.

16. In response, PFC argued that its timekeeping and payroll policies accurately tracked and paid for all hours worked by its employees at the correct rates of pay. PFC further argued that it had complied with all requirements imposed by the Labor Code and Wage Orders for implementing an AWS, including providing all required notices to the affected employees and holding the required secret ballot. Accordingly PFC contended it properly paid for overtime hours consistent with this valid AWS.

17. On the meal break claims, Plaintiff argued PFC' meal and rest break policy was not fully compliant with California law and, regardless, that Plaintiff's review of the time and payroll records provided suggested numerous "de facto" violations, such as late and short meal breaks. Plaintiff's review of the time records produced suggested around 65% of shifts had a unique violation for a missed, late, or short meal period. Plaintiff similarly argued that PFC failed to provide all required rest breaks, and in particular that employees did not receive required third rest breaks on shifts longer than 10 hours.

18. In response, PFC argued its policies were fully compliant and that it met its obligation to provide employees with all required meal and rest periods. Per PFC, many class members waived meal periods when appropriate and also that, in light of the compliant policies, whether a class member missed a meal period, received a late meal period, or missed a rest break

would have been aberrational and against company policy. Thus, per PFC, these issues are not amenable to class or representative treatment since their resolution would require individualized inquiries as to why a break was missed or non-compliant.

19. The claims under Labor Code sections 203 and 226 are derivative of the primary unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus additional risks posed by the need to account for the "good faith" and other defenses available to PFC. Thus, while these claims largely are derivative of the unpaid wage claim, they also are subject to additional defenses.

20. As far as potential PAGA liability, the allegedly aggrieved employees theoretically are entitled about $800,000 in civil penalties should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue for every single pay period. As with the class claims, Plaintiff discounted the potential PAGA penalties based on PFC's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $20,000 to PAGA penalties, and Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

21. The settlement obviates the significant risk that this Court may find any kind of class or representative resolution unachievable or deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be lengthy and expensive as the Parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed settlement. While Plaintiff is confident in the merits of these claims, legitimate controversies exist regarding each one of them and Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

22. Plaintiff and I discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. We concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $415,000 recovery represents a significant percentage of Defendant's potential exposure and, given the various procedural and merits risks addressed above, a total recovery for the class of $415,000, which will result in average award of some $811 per class member, plus additional amounts under PAGA, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

PLAINTIFF'S ENHANCEMENT AWARD

23. Under the terms of the settlement, Plaintiff seeks a modest incentive award of $10,000 for her service in bringing these claims on behalf of the Class. The request is reasonable given the risks she undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also exposed herself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing herself at risk of discrimination by future prospective employers. As set forth in more detail in her declaration submitted with the preliminary approval motion, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. Finally, there are no class member objections submitted with respect to the amounts Plaintiff proposes to receive. Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

SETTLEMENT ADMINISTRATION COSTS

24. The settlement provides for a payment to Phoenix for its services as the Settlement Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix has performed and will

continue to perform its required duties through final distribution of the settlement funds and incurred $6,500 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court approve payment of $6,500 to Phoenix from the GSA.

ATTORNEY'S FEES AND COSTS

25. Per the terms of the settlement, up to thirty-five percent of the initial gross amount is allocated to payment of reasonable attorney's fees, or $145,250.00. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed. The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel in this case for the reasons addressed herein.

26. My firm's efforts in this matter include: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, obtaining Plaintiff's employment records, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other PFC employees; (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related documents, and drafting a first amended complaint; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, attending the initial CMC, etc.; (5) propounding extensive written discovery and review and analysis of the responses; (6) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (7) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (8) drafting a mediation brief and accompanying damages model after review and analysis of defendant's informal discovery production; (9) attending an all-day mediation; (10) negotiating and drafting the settlement agreement and related documents; (11) drafting the motion for preliminary approval; (12) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (13) drafting the motion for final approval and motion for attorney's fees, and attending the final approval hearing; and (14) extensive communications with the Plaintiff regarding case status, case investigation and

document review, mediation, and settlement terms. Additionally, Class Counsel will incur additional time following final approval to, inter alia, respond to class member inquiries, work with the Settlement Administrator on the distribution of settlement funds, and on the compliance hearing and amended judgment. A true and correct summary of my firm's work performed and time expended is attached hereto as Exhibit 2.

27. I am a 1989 graduate of the College of William and Mary, and a 1995 graduate *cum laude* of the University of San Diego School of Law, where I was selected to the Order of the Coif and the Order of Barristers. Prior to 2003, I was a litigation associate with Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California, where my practice focused on complex business, employment, and insurance coverage disputes. In 2003, I became associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and hour class action firms in California. In 2008, I founded the Law Offices of J. Kirk Donnelly. Since 2003, my practice has focused on representing plaintiffs in wage and hour and consumer law matters, including both class actions and individual matters.

28. I have served as class and/or PAGA counsel in a number of wage and hour class and representative actions, including: Santiago v McKimmey Electric, Inc., et al., Case No. STK-CV-UOE-2024-0005859 (San Joaquin County Superior Court); Rivera v Reel Produce, Inc., Case No. 24-CGC-620797 (San Francisco County Superior Court); Carranza v Brisbane Recycling Co., Inc., Case No. 24-CIV-01496 (San Mateo County Superior Court); Peralta v Maverick Painting, Inc., Case No. 23CV417330 (Santa Clara County Superior Court); Arizaga v. Rackley Company, Inc. Case No. 23CV003138 (Sacramento County Superior Court); Martinez v. 'T' McGee Electric, Inc., Case No. CIVSB2114427 (San Bernardino County Superior Court); Herrera v. Stone Etc., Inc., et al., Case No. 21STCV43188 (Los Angeles Superior Court); Acosta v. Turlock Walnut Company, Case No. 22-CV-001051 (Stanislaus County Superior Court); Castaneda v Artistic Geometry, Inc., Case No. CGC-24-615195 (San Francisco County Superior Court); Trujillo v. Ford Spraying, Inc., Case No. VCU298017 (Tulare County Superior Court); Velasquez v. Water Damage Rescue, Inc. Case No. 21STCV46033 (Los Angeles County Superior Court); Rico v. FMA Landscape Services, Inc., Case No. 23CV409762 (Santa Clara

County Superior Court); Galindo v. Berro Management Company, Inc., Case No. 22STCV25853 (Los Angeles Superior Court); Quintero, et al. Greg Markarian Ag Enterprises, Inc., Case No. 23CV-00106 (Merced County Superior Court); George v. Retail Merchandising Solutions, Inc., Case No. RG16828194 (Alameda County Superior Court); Bolanos v Lyneer Staffing Solutions LLC, Case No. 23STCV21860 (Los Angeles County Superior Court); Buford v. Medical Solutions, LLC, Case No. 18-CV-04104 YGR (N.D. Cal.); Bautista v. Western Care Construction, Case No. S-CV-0049217 (Placer County Superior Court); Delgado v Vander Woude Farms, Case No. 23CV-04131 (Merced County Superior Court); Herrera v. TVI, Inc., et al., Case No. CIVDS1722863 (San Bernardino County Superior Court); Rios v AMI Foods, Inc. Case No. 22CV005381 (Alameda County Superior Court); Freeman v. Bank of America, N.A., Case No. CGC18471710 (San Francisco County Superior Court); Gutierrez v. Fraiche Catering, Inc., Case No. CGC-23-605255 (San Francisco Superior Court); Gomez v. Giulietta Italian Foods, Inc., Case No. 22CV392988 (Santa Clara County Superior Court), Echeverria v. Technicote, Inc., Case No. RIC1714621 (Riverside County Superior Court), Acosta v. ECC Capital Corporation, Case No. 30-2009-00180086 (Orange County Superior Court), Tiffany v. Hometown Buffet, Inc., Case No. 06-CV-2524 SMA (N.D. Cal.), Mendoza v. Bear Stearns Residential Mortgage Corporation, Case No. 08-CV-6916 DSF (C.D. Cal.), In Re: First Franklin Employment Cases, JCCP No. 4598 (San Diego County Superior Court), Mendoza v. ECC Capital Corporation, Case No. 08-CV-6916 JN (C.D. Cal.), Acosta v. Bear Stearns, Case 30-2009-00180086 (Orange County Superior Court); George v. Mercado Latino, Inc., Case No. CIVDS1822302 (San Bernardino County Superior Court), Verduzco v. Ramco Enterprises, LP, et al., Case No. 18CV004104 (Monterey County Superior Court); Gonzalez v. Power Design, Inc., Case No. 19STCV31839 (Los Angeles County Superior Court); Weston v. Cuesta Investments, Case No. 18CV04823 (Santa Barbara County Superior Court); Martinez v. DNNEY Trade Co., Case No. 18STCV09631 (Los Angeles County Superior Court); Navarro v. Ressac, Case No. 19STCP00319 (Los Angeles County Superior Court); Villalta v. Stars Recreation Center, Case No. FCS054507 (Solano County Superior Court); Anglin v. Sonnikson and Stahl Construction, Case No. CIVMSC19-00149 (Contra Costa County Superior Court); Rosendahl v. Riverside

Metro Auto Group, Case No. RIC1903707 (Riverside County Superior Court); Hawkins v. SAS Retail Services, Inc., Case No. 30-2017-00958467-CU-OE-CXC (Orange County Superior Court); Salazar v. National Labor Contractors, et al., Case No. CIVDS1905225 (San Bernardino County Superior Court); Reyes v. Assa Abloy Door Controls and Accessories Group, Inc., Case No. 56-2019-00523849-CU-OE-VTA (Ventura County Superior Court); Valencia v The Original Mowbray's Tree Service, Incorporated, Case No. CIVDS1825518 (San Bernardino County Superior Court); Castillo v. Gaither's Family Homes, Inc., Case No. VCU277188 (Tulare County Superior Court); Canales v. Fashion Design, LLC, Case No. 30-2019-010529520CU-OD-CXC (Orange County Superior Court); and Thomas v Californian-Magnolia Convalescent Hospital, Inc., Case No. RIC1901197 (Riverside County Superior Court).

29. During the approximately five years I was associated with DCC, the firm was appointed class counsel in over 20 class actions alleging violations of federal and California wage and hour laws. I played an integral role in litigating these matters, which included some of the largest and most complex wage and hour class actions ever brought in California. For instance, while I was with DCC, the firm was co-lead counsel in Bahramipour v. Citigroup Global Markets, Inc., Case No. 04-0440-CW (N.D. Cal.), a class action on behalf of stockbrokers employed by Citigroup (as well as several predecessor entities) for unpaid overtime, reimbursement of business expenses, and improper deductions from wages. Although the matter initially was filed on behalf of a class of California-only employees, it eventually evolved into a nationwide class action on behalf of over 17,000 class members, and ultimately settled for approximately $106 million. Likewise, I played a prominent role in litigating Takacs v. A.G. Edwards & Sons, Inc., Case No. 04-CV-1852 JAH (S.D. Cal.), one of the first class actions brought in California on behalf of stock brokers seeking recovery of overtime wages and reimbursement for business expenses and improper wage deductions, and one of the most extensively litigated such cases. The matter resulted in a comprehensive opinion denying defendant's motion for summary judgment, found at 444 F.Supp.2d 1100, which opinion decided several issues present in all of the stock broker overtime cases in the plaintiffs' favor.

30. My firm has obtained several multi-million dollar wage and hour class action/PAGA settlements while serving as lead counsel in recent years, including a $9.75 million wage and hour class action/PAGA settlement in Freeman v. Bank of America, N.A, a $1.4 million dollar wage and hour class action settlement in Mendoza v. Bear Stearns Residential Mortgage Corporation, a $1.2 million dollar class action settlement in In re: First Franklin Employment Cases, and a $1.2 million dollar wage and hour class action/PAGA settlement in George v. Retail Merchandising Solutions, Inc.

31. Based upon the qualifications and experience set forth above, I believe an hourly rate of $900 is reasonable for my time, as a rate of $200/hour for my paralegal Adriana Barba.

32. I request the Court apply the above hourly billing rates in this case, as it reasonable in the California legal market for attorneys handling wage and hour class and PAGA actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level attorneys with experience comparable to mine. These rates have range from $650 to $850 per hour for calendar years 2017-2023. Some examples include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience $850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience $850/hour (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16 years of experience $650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825/hour (2018), Zachary Crosner of Crosner Legal PC, 14 years of experience $800/hour (2023), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience $750/hour (2020).

33. The requested rates also comport with the adjusted Laffey Matrix, which provides that reasonable hourly rates for attorneys with 20+ years of experience, such as myself, is well over $1000. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html. Similarly, the Westlaw Court Express Legal Billing Report Volume 17, Number 3, for the California region suggests billing rates for partner-level attorneys with experience comparable to mine ranged from $810-1,220/hour as of 2015. A true and correct copy of the Billing Report is

attached hereto as Exhibit 3.

34. After the analysis above, my firm's lodestar is $94,950.00, based on 116.0 attorney and paralegal hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, submitting the compliance report, etc. On a lodestar basis, the requested fees represent the lodestar with a modest 1.53 upward modifier, which I submit is entirely in line with California law and appropriate in this matter.

35. As noted, my firm has represented Plaintiff for approximately two years with respect to this matter and has expended a significant amount of time and resources in that representation. My firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully requests the Court award their counsel the requested fees of $145,250.00 based on the common fund theory with a corresponding lodestar cross-check and a reasonable 1.53 upward modifier.

36. This case posed considerable contingent risk, for the reasons addressed above; if there had been recovery then my firm would not have received any fees for the time invested litigating the case. Throughout the pendency of this case, my firm has received no compensation or reimbursement for its efforts representing Plaintiff and the Class.

37. My firm assumes a great deal of contingent risk in every wage and hour class action it undertakes. I have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with no return. For example, in a matter alleging misclassification on behalf of a putative class of assistant managers at major restaurant chain, after three years of exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and over $100,000 in costs, the trial court denied plaintiffs' motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the

defendant file for bankruptcy a few days before the final approval hearing. In a matter against a large flood remediation company on behalf of its non-exempt employees, the Parties likewise mediated and settled the matter, secured preliminary and final approval, and the Defendant also went out of business before funding the settlement. In another matter against a large regional bank seeking expense reimbursement of behalf of outside salespersons, after more than a year of combative litigation and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. In each of these instances my firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

38. Reimbursement for litigation costs and expenses is capped at $12,500 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$944.56
Mediation Fees	$7,500.00
Placer County Appearance Fee	$60.50
Postage/Overnight/Fax	$31.01
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$8,612.07**

39. These costs and expenses are reasonable in amount and were necessary to the successful resolution of the case. I respectfully request the Court approve payment of $8,612.07 in litigation costs and expenses to my firm consistent with the cap provided for in the Settlement Agreement.

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40. For all the foregoing reasons, I respectfully request that the Court approve the settlement in all particulars.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 8th day of October 2026, at Carlsbad, California.

J. Kirk Donnelly

Declarant