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*Attorneys for Plaintiffs, the Proposed
California Class, and Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

GEROSKA GAY, PATRICIA YOUNG, PHILIP
JACKSON, and VANESSA MARTINEZ,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PREMIUM RETAIL SERVICES, LLC, a
Delaware limited liability company; PREMIUM
RETAIL SERVICES, INC., a Delaware
corporation; EZAT RAHIMI, an individual; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: C23-2216

**DECLARATION OF ALEXANDRA K.
PIAZZA IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

*[filed concurrently with Plaintiffs' Notice of
Motion and Motion; Declaration of Madely
Nava of Apex Class Action, LLC; Declaration
of David D. Bibiyan; Declaration of Enoch J.
Kim; Memorandum of Points and Authorities;
and [Proposed] Order]*

Hearing Date: July 22, 2026

Time: 9:00 a.m.

Assigned to: Hon. Benjamin T. Reyes, II
Dept.: 16

Action Filed: September 5, 2023

Trial Date: None set

1 I, Alexandra K. Piazza, hereby declare that the following is true and correct:

2 **INTRODUCTION**

3 1. I am a member in good standing of the bars of the States of California, Colorado, and
4 New Jersey, the District of Columbia, and the Commonwealth of Pennsylvania. I respectfully submit
5 this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class and
6 Representative Action Settlement.

7 2. I am a Shareholder at Berger Montague PC ("Berger Montague") in the Firm's
8 Employment Law & Unpaid Wages Department. I have dedicated my career to representing workers
9 throughout the country in complex class and collective actions arising under federal and state laws. I
10 have extensive experience in all aspects of litigation, mediation, arbitration, and settlement, and have
11 been appointed class counsel in dozens of actions nationwide. In 2021, 2023, and 2026, I was named
12 in the *Best Lawyers* list of "Ones to Watch." In 2022 and 2023, I was named a "Rising Star", and in
13 2025, I was named a "Super Lawyer" by Thomson Reuters.

14 3. My firm served as co-lead counsel in this case with Bibiyan Law Group and D.Law,
15 Inc. Our firms are referred to herein collectively, as "Plaintiffs' Counsel" or "Class Counsel." Our
16 firms worked together on the case and divided work tasks to avoid duplication of effort in
17 representing Plaintiffs and Settlement Class Members. Class Counsel believes that the negotiated
18 Settlement Agreement of this class and representative action wage and hour lawsuit provides an
19 excellent settlement for the Plaintiffs and the Settlement Classes, with respect to their claims for
20 unpaid overtime wages resulting from Defendant's alleged violations of California law as alleged in
21 Plaintiffs' Complaint.

22 4. I have no knowledge of the existence of any conflict of interest between Class Counsel
23 and the Plaintiffs, on the one hand, and any Class Member, on the other hand.

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5. Berger Montague concentrates its practice in complex civil litigation and class action on in federal and state courts and is one of the premier litigation law firms in America. Attached as Exhibit A is a copy of our Firm's resume.

6. Berger Montague employs over 100 attorneys plus a large support staff and maintains offices in Philadelphia, Chicago, Minneapolis, San Diego, San Francisco, Wilmington, Toronto, and Washington, D.C. Our firm has played lead roles in major litigation and class action cases for over seven (57) years, resulting in recoveries totaling well over \$50 billion for our firm's clients and the cases they have represented.

7. I, and my colleagues in the Employment Law & Unpaid Wages Department at Berger
Burgue, have extensive backgrounds in litigation on behalf of employees. We have served and
serve as lead or co-lead counsel in many employment-related class, collective, and
representative action cases in state and federal courts across the country brought under the Fair Labor
Standards Act, state wage and hour laws, and the Private Attorney General's Act ("PAGA"). Berger
Burgue has successfully resolved numerous unpaid wages cases in federal and state courts across
the United States, including in California. This level of experience enabled our firm to undertake this
litigation and to successfully prosecute these claims along with Class Counsel on behalf of Plaintiffs
and Settlement Class Members as defined in the Settlement Agreement.

8. Practice in the area of wage and hour class and representative action litigation requires knowledge, and experience in two distinct subsets of the law: (a) the substantive employment law applicable to such cases; and (b) the substantive and procedural aspects of prosecuting class and representative PAGA actions. Expertise in one of these areas does not necessarily translate to expertise in the other. Plaintiffs' counsel in such cases—to be successful—must have deep expertise in both. The issues presented in this case required more than just a general appreciation of wage and hour law or class and representative action procedure, as these areas of practice are often intertwined. Here, Berger Montague's knowledge and expertise was utilized to drill down on and

1 analyze the key issues and ultimately, was leveraged to reach a fair and reasonable settlement in an
2 efficient manner.

3 9. Berger Montague’s Employment Law & Unpaid Wages Department, chaired by
4 Managing Shareholder Shanon J. Carson, is repeatedly recognized for outstanding success in
5 effectively representing its clients. In 2015, the *National Law Journal* selected Berger Montague as
6 the top plaintiffs’ law firm in the Employment Law Category in its “Elite Trial Lawyer” awards. The
7 nomination criteria for this award required that a firm score at least one significant plaintiffs’ win in
8 the preceding year and possess an impressive track record of wins within the past three to five years.
9 Portfolio Media, which publishes *Law 360*, also recognized Berger Montague as one of the eight Top
10 Employment Plaintiffs’ Firms in 2009.

11 10. As discussed more thoroughly in their accompanying declarations, my co-counsel
12 have substantial experience prosecuting complex class action litigation on behalf of a wide variety of
13 employees. They have been appointed class counsel in numerous class actions in state and federal
14 courts.

15 11. Berger Montague has also been appointed class counsel in numerous class and
16 collective action settlements securing unpaid wages under the FLSA and state wage and hour laws.
17 *See, e.g., Curran, et al., v. Advanced Carrier Servs, LLC, et al.* (Yolo Super. Ct., No. CV2024-0847)
18 (appointing Berger Montague and co-counsel as class counsel in hybrid class, collective, and
19 representative action settlement); *Pipich v. O’Reilly Auto Enters., LLC* (S.D. Cal. June 7, 2024, No.
20 3:21-CV-01120-AHG) 2024 WL 2885342, at *7 (appointing Berger Montague and co-counsel as
21 class counsel in hybrid class and representative action settlement and noting counsel provided
22 “declarations to the Court to show that they have significant experience in employment litigation
23 generally, and wage and hour and employment-related class action litigation specifically”); *Easterday*
24 *v. USPack Logistics LLC* (D.N.J. July 6, 2023, No. 1:15-cv-07559-RBK-AMD) 2023 WL 4398491,
25 at *4 (appointing Berger Montague and co-counsel as class counsel in wage and hour settlement, and
26 holding the firms have “extensive expertise in wage and hour class actions”); *Cherry v. Baptist Mem.*
27 *Health. Care Corp.* (W.D. Tenn. May 5, 2023, No. 2:22-cv-2179) Dkt. No. 40 (approving collective
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1 action settlement and noting “[t]he Plaintiffs’ attorneys are members of a highly regarded
2 employment law firm with extensive experience in negotiating and litigating Fair Labor Standards
3 Act cases”); *Mejias v. Goya Foods, Inc.* (D.N.J. Mar. 25, 2025, No 2:20-cv-12365-JRA) slip op. at ¶
4 6 (appointing Berger Montague as Class Counsel in wage and hour settlement); *Anstead, et al. v.*
5 *Ascension Health, et al.* (N.D. Fla. Mar. 27, 2023, No. 3:22-cv-2553-MCR-HTC); *Oshikoya, et al. v.*
6 *Leidos Health, LLC* (S.D. Ind. July 10, 2019, No. 1:17-cv-3237-RLM-DM); *Scolaro v.*
7 *RightSourcing, Inc.* (C.D. Cal. June 26, 2017, No. 8:16-cv-01083); *Grimsley v. Environmental*
8 *Management Specialists* (S.D. Ohio Mar. 29, 2017, No. 2:15-cv-2371); *Dunkel v. Warrior Energy*
9 *Services, Inc.* (W.D. Pa. Apr. 18, 2016, No. 2:13-cv- 695-MRH); *Ciamillo v. Baker Hughes Inc.* (D.
10 Alaska June 22, 2015, No. 3:14-cv-00081-RRB).

11 12. This Settlement was made possible by Class Counsel’s efforts in pursuing and bringing
12 to resolution this and other matters involving similar claims, factual investigations, strategy, and legal
13 theories. In developing and pursuing numerous similar matters involving hourly, non-exempt
14 merchandiser employees in California and around the country, Class Counsel has honed critical
15 experience with issues unique to this complex wage and hour action.

16 13. The Settlement offers significant advantages over the continued prosecution of this
17 lawsuit. Plaintiffs and the Settlement Class Members will receive meaningful and immediate financial
18 compensation and will avoid all risks inherent in the continued prosecution of this case, in which
19 Defendant has and would continue to assert various defenses to its liability and to damages.

20 14. In this matter, Berger Montague agreed to represent Plaintiffs and the Settlement Class
21 Members on a fully contingent fee basis. Thus, my Firm would not have recovered any of our
22 attorneys’ fees and out-of-pocket costs had we not obtained a settlement or prevailed in the case. By
23 permitting clients to obtain attorneys without having to pay hourly fees, contingent fee arrangements
24 provide critical access to the courts for people who otherwise would not be able to find competent
25 counsel to represent them. Because Defendant asserted that it had strong procedural, legal, and factual
26 defenses to Plaintiffs’ claims, including that the Settlement Class Members are subject to individual
27 arbitration, even if Plaintiffs were able to obtain certification of a litigation class, and maintain it

1 through appeals, trial, and then further possible appeals, an outcome of zero recovery for Plaintiffs
2 and the Settlement Class Members remained possible. Berger Montague accepted these risks,
3 diligently and professionally prosecuted the case, and negotiated a meaningful and substantial
4 recovery for the Settlement Class Members.

5 15. As discussed in detail below, Class Counsel spent considerable time extensively
6 investigating the applicable law, the relevant facts discovered in this action, and the potential defenses
7 thereto. The settlement amount that Class Counsel obtained is based on an intensive review of the
8 facts and law.

9 **RELEVANT PROCEDURAL HISTORY**

10 16. On June 28, 2023, Geroska Gay filed his Class Action Complaint in Contra Costa
11 County Superior Court, Case No. C23-1599. Gay's Complaint alleged violations of the California
12 Labor Code for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under
13 Labor Code § 510; (3) Meal-Period Liability Under Labor Code § 226.7; (4) Rest Break Liability
14 Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor
15 Code § 245 *et seq.* and 246; (7) Reimbursement of Necessary Expenditures Under Labor Code §
16 2802; (8) Failure to Comply with Labor Code § 2751; (9) Violation of Labor Code § 226(a); (10)
17 Violation of Labor Code § 221; (11) Failure to Keep Required Payroll Records Under Labor Code §§
18 1174 and 1174.5; (12) Penalties Pursuant to Labor Code § 203; and (13) Violation of Business &
19 Professions Code § 17200 *et seq.* ("Gay Complaint".) Premium filed its Answer to the Gay Complaint
20 in Contra Costa County Superior Court on July 31, 2023. On August 7, 2023, Premium removed the
21 Gay Complaint to the U.S. District Court for the Northern District of California, Case No. 3:23-cv-
22 03963. On December 1, 2023, the Court denied Defendant's request for a stay pending resolution of
23 mediation and issued a Case Management and Scheduling Order. On September 5, 2023, Gay filed
24 the instant lawsuit in Contra Costa County Superior Court against Premium, Case No. C23-2216,
25 seeking penalties under the Private Attorney General Act of 2004, Labor Code § 2698 *et seq.* ("Gay
26 PAGA Action".) On January 10, 2024, Premium filed its Answer in the Gay PAGA Action.

27 17. On August 17, 2023, Patricia Young and Philip Jackson filed their Class and
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1 Representative Complaint in the Southern District of California, Case No. 3:23-CV-01515. The
2 *Young* Complaint asserts class and representative action claims for: (1) Failure to Provide Regular
3 Pay/Minimum Wages; (2) Failure to Provide Overtime Premium Pay; (3) Failure to Authorize, Permit
4 and/or Make Available Meal and Rest Periods; (4) Failure to Maintain and Provide Accurate and
5 Compliant Wage Records; (5) Failure to Reimburse Work Related Expenses; (6) Waiting Time
6 Penalties; (7) Violation of CA’s Unfair Business Practices; and (8) Civil Penalties Under the Private
7 Attorneys’ General. (“*Young* Complaint”.) Premium filed its Answer to the *Young* Complaint on
8 October 27, 2023. On November 30, 2023, Plaintiffs Young and Jackson filed a Joint Motion to Stay
9 Action Pending Alternative Dispute Resolution Process. The Court granted the Parties’ Motion on
10 November 30, 2023.

11 18. On September 21, 2023, Vanessa Martinez filed her Class Action Complaint in the
12 Santa Clara County Superior Court. The *Martinez* Complaint asserts class action claims for: (1) failure
13 to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4)
14 failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to
15 pay timely wages; (8) failure to indemnify; (9) violation of Labor Code § 227.3; and (10) unfair
16 competition. (“*Martinez* Complaint”.) Premium removed the *Martinez* Complaint to the U.S. District
17 Court for the Northern District of California on November 22, 2023, Case No. 5:23-cv-06084.
18 Premium filed its Answer to the *Martinez* Complaint on November 29, 2023, and an Amended
19 Answer to the Complaint on November 30, 2023. On December 13, 2023, Premium filed a Joint
20 Motion to Stay Action Pending Alternative Dispute Resolution Process in the *Martinez* action. The
21 Court granted the Parties’ Motion on December 20, 2023. On August 23, 2024, Martinez filed a
22 lawsuit in Santa Clara County Superior Court, Case No. 24-CV-445918, seeking penalties under the
23 Private Attorney General Act of 2004, Labor Code § 2698 *et seq.* (“*Martinez* PAGA Complaint”.) On
24 October 10, 2024, Premium filed its answer to the *Martinez* PAGA Complaint.

25 19. Prior to commencing the PAGA Actions, Plaintiffs provided written notice to the
26 LWDA and to Defendant of the specific provisions of the Labor Code alleged to have been violated,
27 in compliance with Labor Code section 2699.3. The LWDA did not provide notice of its intent to
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1 investigate the alleged violations within the time period prescribed by Labor Code section 2699.3.
2 Plaintiffs therefore became authorized to, and did, commence civil actions to recover civil penalties
3 under PAGA on behalf of the State of California and the Aggrieved Employees.

4 20. Following the filing of the aforementioned Actions, the Parties subsequently agreed to
5 engage in an alternative dispute resolution (“ADR”) process. As part of their ADR efforts, the Parties
6 engaged in extensive informal discovery, which built upon the years-long discovery process and
7 motion practice conducted by Berger Montague in related litigation previously pending in the First
8 Circuit and United States District Court for the District of Massachusetts. *See Fraga v. Premium*
9 *Retail Services, Inc.* (D. Mass., No. 1:21-cv-10751-WGY); *Fraga v. Premium Retail Services, Inc.*
10 (1st Cir. 2023, No. 22-1101).

11 21. The *Fraga* Litigation directly formed the basis for the claims asserted in this Action
12 and critically informed Berger Montague’s understanding of the factual record, legal risks, and
13 litigation strategy necessary to prosecute this case. In 2021, Berger Montague filed suit against
14 Premium Retail Services, Inc. (“Premium”) in the United States District Court for the District of
15 Massachusetts on behalf of merchandiser employees alleging substantially similar wage and hour
16 violations to those at issue here, including claims for unpaid overtime and off-the-clock work arising
17 from the same merchandiser job duties performed under the same timekeeping and compensation
18 structures. Over the course of approximately three years, Berger Montague litigated the *Fraga* matter
19 through the district court and through an appeal to the United States Court of Appeals for the First
20 Circuit, and then a remand to the district court. That litigation involved extensive written discovery,
21 document review and analysis, motion practice—including briefing and argument on dispositive
22 motions—and full appellate briefing and argument before the First Circuit and an evidentiary hearing
23 at the district court level. At the conclusion of this process, Judge William G. Young of the United
24 States District Court for the District of Massachusetts found that at issue merchandisers were subject
25 to binding arbitration and stayed the matter pending individual arbitration. *Fraga v. Premium Retail*
26 *Servs., Inc.* (D. Mass. 2023) 704 F. Supp. 3d 289, 293. Thus, Berger Montague could no longer pursue
27 the action as a class and collective and accumulated an unrealized lodestar in the *Fraga* Litigation
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1 exceeding \$1,500,000.00—attorney time for which Berger Montague has not been compensated.

2 22. The experience gained in the *Fraga* litigation provided Berger Montague with an
3 unparalleled understanding of Premium’s timekeeping practices, payroll systems, compensation
4 policies, and the legal and factual defenses that Premium would assert in this litigation. The *Fraga*
5 litigation also made clear to Berger Montague the substantial risks of continued litigation against
6 Premium. That experience directly shaped Berger Montague’s assessment of the risks of the instant
7 litigation and informed the judgment that an early, substantial, negotiated resolution serves the best
8 interests of the Class Members, particularly in light of the vigorous defenses raised by Premium and
9 the significant risks attendant to class certification, arbitration, and trial. The knowledge, data, and
10 strategy developed over years of litigating the *Fraga* matter also enabled Berger Montague to litigate
11 the instant Action far more efficiently than would otherwise have been possible, and that efficiency
12 directly benefited the Class Members by reducing the time and expense associated with bringing this
13 case to resolution.

14 23. As part of the Parties’ agreed upon ADR process, Defendant produced voluminous
15 electronic and hard copy data, including time data, pay data, GPS coordinates, class size and
16 workweek information, and information regarding hourly rates. The Parties then each engaged their
17 own independent outside economic experts and spent months analyzing the data production. The
18 discovery produced, and expert analysis, enabled Plaintiffs and Class Counsel to rigorously evaluate
19 the strengths and risks of the case and perform a detailed analysis of the potential damages arising
20 from the claims made in this case.

21 24. Class Counsel’s outside expert spent substantial time performing a detailed exposure
22 modeling for Plaintiffs and the Class Members using the various data points that were exchanged in
23 connection with the ADR process. This analysis was time-consuming because of the volume of data,
24 and complexity of the damages and issues. The model analyzed time records, GPS coordinates, and
25 pay data that Defendant provided, taking into account the number of workweeks at issue, and making
26 various assumptions about the range of unpaid off-the-clock hours that were alleged to have been
27 worked based on extensive interviews of Plaintiffs and a review of the records, as well as taking into
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1 account the frequency with which such work would cause unpaid daily and/or weekly overtime to
2 accrue based on the expected travel time and off the clock work.

3 25. Plaintiffs calculated a potential range for settlement of the overtime claims of \$0 (if
4 Defendant won on its argument that all due overtime was paid) to an estimated maximum unliquidated
5 amount of approximately \$2,541,717.92, assuming an average hourly rate of \$17.01 and forty-five
6 (45) minutes of overtime worked in seventy-five (75%) of the approximately 175,753 workweeks
7 between June 28, 2019 and September 26, 2024. In evaluating the potential recovery, Plaintiffs also
8 considered the risk that the Court might order individual arbitration, might not certify a class, the
9 variation in the amount of off-the-clock time worked by Class Members, and the potential off sets to
10 which Defendant may be entitled.

11 26. The claim for unlawful meal and rest break deductions is based on allegations that the
12 Class Members were prohibited from taking uninterrupted meal and rest breaks, and that Defendant
13 failed to pay Class Members premium pay for their hours worked. Plaintiffs assume that these meal
14 and rest period violations occurred in approximately 50% of shifts worked. Plaintiffs calculated a
15 potential range for settlement of the meal and rest break claims of \$0 (if Defendant won on its
16 argument that there were no meal and rest break violations) to an estimated maximum range of
17 approximately \$11,252,887.57, assuming a maximum of 656,528 shifts between June 28, 2019 and
18 September 26, 2024. Plaintiffs also considered the risk that the Court might credit Defendant's
19 arguments that there were lawful meal and rest period policies in effect, and that Defendant overpaid
20 the Class Members by crediting them with at least one (1) hour of work for each project, even if the
21 Class Member actually worked much less than that.

22 27. The \$3,000,000.00 Gross Settlement Amount represents approximately 22% of the
23 estimated maximum exposure of approximately \$13,794,605.49 on the overtime (\$2,541,717.92) and
24 meal-and-rest-break (\$11,252,887.57) claims, a recovery well within the range courts routinely
25 approve as fair and reasonable.

26 28. Plaintiffs' claims for civil penalties under PAGA, as well as derivative claims
27 regarding waiting time penalties, accurate records, and wage statements, all were predicated on proof
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1 of an underlying violation(s) of the California Labor Code. Thus, the existence of these claims was
2 tied to the risks of failing to prove California Labor Code violations for off-the-clock time and meal
3 and rest breaks. Plaintiffs' damages analysis included potential for these penalties and derivative
4 claims, which, given the penalties associated with these claims, was significant; however, Plaintiffs
5 acknowledge that the total potential exposure associated with these derivative claims does not
6 necessarily represent the realistic value of those claims for the reasons already stated. Plaintiffs also
7 considered that courts have the discretion to reduce PAGA penalties. Under these circumstances,
8 considering the risk of proceeding through litigation and trial, and given that the settlement will
9 provide every Settlement Class Member automatically with a check for alleged unpaid wages without
10 the need to go through a lengthy trial process, the proposed settlement falls within the range of
11 reasonableness and supports this Court granting final approval.

12 29. On September 26, 2024, the Parties participated in a full day Zoom mediation session
13 with well-respected class action mediator Michael E. Dickstein, Esq. and thereafter engaged in
14 protracted settlement negotiations facilitated by Mr. Dickstein. In preparation for the mediation,
15 Plaintiffs performed extremely detailed damages analyses, which, due to the amount of data, took
16 months to analyze with the assistance of Class Counsel's expert data analyst, and the Parties met and
17 conferred on several occasions to make sure they were prepared to engage in good faith, arms' length
18 settlement negotiations. The Parties fully executed the long-form settlement agreement on April 28,
19 2025.

20 30. To effectuate the Settlement, the Parties agreed that Plaintiffs would file a First
21 Amended Class and Representative Action Complaint in this Action to add Plaintiffs Patricia Young,
22 Philip Jackson, and Vanessa Martinez as named Class Representatives. Agreement ¶ 2.20. Plaintiffs
23 filed the Consolidated Complaint on May 15, 2025.

24 31. Plaintiffs filed an Unopposed Motion for Preliminary Approval of the Class and
25 Representative Action Settlement on June 4, 2025.

26 32. Plaintiffs submitted the initial proposed Settlement Agreement to the Labor and
27 Workforce Development Agency on June 4, 2025, concurrent with its submission to this Court in
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1 compliance with Labor Code section 2699(1)(2).

2 33. On October 2, 2025, the Court requested clarity regarding the unclaimed funds, which
3 were designated to be sent to a *cy pres*. The Parties then negotiated a modification of the agreement
4 to provide that any funds from uncashed and voided checks would be transmitted to the California
5 Controller's Unclaimed Property Fund, subject to the requirements of Code of Civil Procedure section
6 384, subd. (b) in the class member's name.

7 34. On October 13, 2025, Class Counsel submitted a declaration in further support of the
8 Preliminary Approval Motion, which provided information to the Court about the amendment to the
9 Settlement Agreement.

10 35. On October 13, 2025, Plaintiffs submitted the proposed Amended Settlement
11 Agreement and Notice to the Labor and Workforce Development Agency in compliance with Labor
12 Code section 2699(1)(2).

13 36. The Court preliminary approved the Settlement on November 19, 2025.

14 37. Concurrently with this Motion, Class Counsel is submitting this Motion for Final
15 Approval to the LWDA, as required by Labor Code section 2699(1)(2).

16 38. Plaintiffs now respectfully request that the Court finally approve the Settlement.

17 **THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE**

18 39. The Settlement was agreed upon following an extensive review of the facts and law
19 both in this case and the *Fraga* matter. To facilitate settlement negotiations, Class Counsel
20 investigated the applicable law and the facts in this case and extensively analyzed the potential
21 damages that might be recovered following the exchange of documents and information with
22 Defendant.

23 40. The Settlement proposed herein is based on arm's-length negotiations that were guided
24 by Class Counsel's investigation and the evaluation of informal discovery. The negotiations included
25 extensive communication between Class Counsel and counsel for Defendant and a mediation
26 conference supervised by an experienced and respected mediator. The proposed Settlement provides
27 substantial benefits for the Settlement Class, and it satisfies all of the required due process protections.

1 41. Absent this settlement, litigating the class claims in this action would require
2 substantial additional formal discovery including the depositions of Plaintiffs, fact witnesses, and
3 experts, as well as the consideration, preparation, and presentation of voluminous documentary
4 evidence and the preparation and analysis of expert reports.

5 42. In contrast, the Settlement will yield a prompt, certain, and substantial recovery for
6 Class Members. Such a result will benefit the parties and the court system. The proposed Settlement
7 achieves a just and beneficial result. Considering the challenges that Plaintiffs would likely face, the
8 proposed Settlement is extremely reasonable.

9 43. The reasonableness of the Settlement is further underscored by the fact that Defendant
10 has legal and factual grounds available to defend this action. Defendant denies any liability or
11 wrongdoing of any kind associated with the claims asserted in the Action, disputes the damages and
12 penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement,
13 Plaintiffs' claims are not appropriate for class or representative treatment. This Settlement is a
14 compromise of disputed claims. Defendant contends, among other things, that, at all times, they have
15 complied with all applicable state, federal and local laws related to the Class Members' employment.
16 These defenses must be accounted for in considering the reasonableness of the Settlement.

17 44. Plaintiffs would face other significant risks if the litigation were to proceed to trial,
18 including defeating arbitration agreements that require them to proceed individually in arbitration. If
19 arbitration is not compelled, a Motion for Class Certification requiring investigation and outreach
20 efforts by Class Counsel to obtain supporting evidence would be vigorously contested by Defendant.
21 Plaintiffs would then need to establish class-wide liability and prove various issues regarding
22 damages and penalties. Such efforts would likely take many more months, if not years, and would
23 necessitate expert witness testimony and significant additional litigation.

24 45. Defendant, represented by experienced employment lawyers, raised the above
25 arguments, and more, in mediation and would have done so in continued litigation. Despite Plaintiffs'
26 confidence in their ability to prove their claims on a class-wide basis, any one of the above defenses,
27 if decided in favor of Defendant, could have reduced or even eliminated any potential damages award.

1 46. Additionally, Plaintiffs’ derivative claims regarding waiting time penalties, accurate
2 records, and wage statements rise and fall with Plaintiffs’ other wage payment claims. For example,
3 Plaintiffs would recover nothing under Labor Code § 203 if they were unable to prove the underlying
4 claims or defeat a “good faith” dispute defense. *See* Cal. Code Regs. tit. 8, § 13520. While Plaintiffs
5 believe that they would prevail on these issues and others, Plaintiffs recognize the risk that a fact
6 finder may find for Defendant on one or more of these issues and may find damages to be significantly
7 less than what Plaintiffs claim.

8 47. Based on Class Counsel’s knowledge and expertise in this area of law, Class Counsel
9 believe this Settlement will provide a substantial benefit to the Class Members. Plaintiffs and Class
10 Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes
11 through trial and through any possible appeals. Plaintiffs have considered the uncertainty and risk of
12 the outcome of further litigation, and the difficulties and delays inherent in litigation.

13 48. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to
14 establish liability for the claims asserted in the Actions, both generally and in response to Defendant’s
15 defenses thereto, and the difficulties in establishing damages for the Settlement Class Members.
16 Plaintiffs and Class Counsel have considered Defendant’s agreement to enter into a settlement that
17 confers substantial relief upon the members of the Settlement Class. Based on the foregoing, Class
18 Counsel have concluded that settlement for the consideration and on the terms set forth in this
19 Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the putative class
20 in light of all known facts and circumstances, including the risk of delay, defenses asserted by
21 Defendant, numerous potential appellate issues, and other risks inherent in litigation.

22 49. Plaintiffs allege that Defendant has uniform timekeeping, payroll, compensation, meal
23 and rest period, and overtime policies and practices applicable to all W-2 hourly non-exempt
24 employees in California in the Representative job role. Common factual issues that apply to the Class
25 Members, such as Defendant’s alleged failures to pay for all hours worked, schedules that prevented
26 Class Members from receiving uninterrupted meal and rest breaks, Class Members required usage of
27 Defendant’s timekeeping system, and Defendant’s alleged requirement that Class Members be on-

1 duty during breaks would provide key evidence of unpaid wages, denied meal and rest breaks. These
2 standardized policies and procedures are dictated by Defendant and apply to all of the Class Members.

3 50. The benefits and efficiencies of this proposed Settlement, when compared to continued
4 litigation of this case on either a class basis or through multiple individual suits, justifies certification
5 of the proposed Settlement Class.

6 51. Here, the Plaintiffs, like other Class Members, were subject to the policies and
7 practices that form the basis of the claims asserted in this case. Plaintiffs claim they were denied meal
8 and rest breaks and compensation for all hours worked. Like Plaintiffs, the Class Members were
9 subjected to the same allegedly illegal policies and practices to which Plaintiffs were subjected, and
10 the Class claims are based on the same legal theory as Plaintiffs' individual claims. Accordingly, the
11 Plaintiffs are members of the Class they seek to represent, and their claims are "typical" of those
12 asserted by other Class Members.

13 52. In the instant case, there is no conflict between Plaintiffs and the proposed Class.
14 Plaintiffs' claims are in line with those of the Class, and Plaintiffs have prosecuted this case with the
15 interests of the Class in mind. Furthermore, Plaintiffs have selected counsel with extensive experience
16 in class action and employment litigation, including wage and hour class actions, and who do not
17 have any conflict with the Class.

18 53. Plaintiffs have committed their time to this case and assumed significant risk to obtain
19 the result. Throughout the litigation, Plaintiffs worked with Class Counsel and assisted in the
20 development of the case. They produced documents which Class Counsel relied upon in mediation,
21 answered Class Counsel's questions in developing its position for mediation, took part in the
22 Settlement decision, agreed to a broader release, and always remained apprised of the case during the
23 Actions. As a result of Plaintiffs' efforts and their willingness to step forward, the Class Members
24 will receive significant recoveries if the Settlement is approved.

25 54. The payments to Plaintiffs Gay, Young, Jackson, and Martinez in the amount of
26 \$10,000.00 each are reasonable in light of the efforts they made and the risks they took in filing and
27 prosecuting the Actions to obtain this \$3,000,000.00 Settlement.

1 55. The Parties selected Apex Class Action LLC (“Apex”), a national class action
2 settlement administrator, as the Settlement Administrator, after a rigorous RFP process. Apex
3 satisfied due process requirements in notifying the Class Members of the settlement and will continue
4 to satisfy due process through its allocation and distribution Settlement payments according to the
5 Settlement. Agreement ¶ 8.4.

6 56. Plaintiffs seek reasonable attorneys’ fees and costs from the \$3,000,000.00 Gross
7 Settlement Amount. Under the terms of the Settlement, Class Counsel may seek an award of up to
8 one-third (1/3) of the Gross Settlement Amount, or \$1,000,000.00. Agreement ¶ 3.2.2. The requested
9 fee is well within the range customarily approved by California and federal courts in comparable class
10 actions and is less than requested fee percentages recently been approved by numerous courts. One-
11 third of the common fund is the benchmark percentage in California class actions, and courts routinely
12 approve this percentage in wage and hour class action settlements of similar size and complexity.

13 57. In this case, there was no guarantee of compensation or reimbursement. Berger
14 Montague undertook all the risks of this litigation on a completely contingent basis. The inherent risk
15 of proving liability and damages on a class-wide basis and Defendant’s representation by skillful
16 counsel confront my Firm with the prospect of recovering nothing or close to nothing for their
17 commitment to and investment in the case. Nevertheless, Class Counsel committed themselves to
18 developing and pressing Plaintiffs’ claims to enforce the employees’ rights and maximize the Class
19 recovery. Class Counsel continue to spend time and resources in preparation and attendance at the
20 preliminary and final approval hearings, further correspondence with Class Members, and Settlement
21 administration and oversight. The requested fee is reasonable and does not otherwise impact the
22 fairness and reasonableness of this matter for final approval.

23 58. In this case, given that this settlement arose as a direct result of Class Counsel’s
24 background, experience, and Berger Montague’s efforts in *Fraga* and this case, a lodestar cross-check
25 may not be the most meaningful metric by which to evaluate the fee request. This is especially true
26 given the significant efficiencies Berger Montague’s work on the *Fraga* matter bestowed on this
27 matter.

SUMMARY OF BERGER MONTAGUE'S LODESTAR

59. In my exercise of billing judgment, I have reviewed the billing records maintained in this case, and I have exercised billing discretion and removed hours spent by attorneys and staff at my Firm if I deemed such time to be redundant or duplicative. After the exercise of such billing judgment, as of June 15, 2026, the total number of recorded hours spent on this litigation by Berger Montague is 708.9 hours, and the lodestar amount for attorney and support staff time, based on the firm's current rates, is \$566,336.50. Hourly rates shown below are the usual and customary rates charged for each individual in all of our cases. A breakdown of my Firm's lodestar from inception of the case to date is reflected below:

Name	Position	Hours	Rate	Lodestar
Alexandra K. Piazza	Shareholder	283.2	\$935.00	\$264,792.00
Mariyam Hussain	Senior Counsel	229.6	\$835.00	\$191,716.00
Olivia Lanctot	Associate	73.6	\$685.00	\$50,416.00
Stefana Klipa	Paralegal	122.5	\$485.00	\$59,412.50
Total		708.9		\$566,336.50

60. Due to the amount of privileged information contained in Berger Montague's actual hourly billing records, those detailed records are not attached here but can easily be provided for this Court's *in camera* review should the Court wish to review them.

61. Based on the experience and credentials outlined above and in previously filed declarations, these rates are well within the range charged by attorneys with comparable experience and qualifications and thus are reasonable. *See Curran, et al., v. Advanced Carrier Servs, LLC, et al.* (Yolo Super. Ct., No. CV2024-0847) (approving Berger Montague's billing rates in wage and hour class action); *see also Scott v. Blackstone Consulting, Inc.* (S.D. Cal. Jan. 24, 2024, No. 21-CV-1470) 2024 WL 271439, at *10 (finding rates ranging from \$500 to \$925 to be reasonable in wage and hour class action); *Blount v. Host Healthcare, Inc.* (S.D. Cal. Apr. 12, 2022, No. 21-CV-310-MMA) 2022 WL 1094616, at *9 (noting that courts have approved hourly rates ranging from \$550

1 to more than \$1,000 per hour) (collecting cases); *Herring Networks, Inc. v. Maddow* (S.D. Cal. Feb.
2 5, 2021, No. 3:19-CV-1713) 2021 WL 409724, at *7 (finding \$1,050-\$1,150 to be reasonable rates
3 for partners from top firm); *Alkady v. First Transit, Inc.* (S.D. Cal. May 24, 2021, No. 16-CV2291-
4 L-BGS) 2021 WL 2072376, at *1 (holding hourly rates for attorneys between \$700 - \$350 were
5 reasonable in wage and hour litigation); *Hunter v. Nature's Way Prod., LCC* (S.D. Cal. Jan. 6, 2020,
6 No. 3:16-CV-532-WQH-AGS) 2020 WL 71160, at *7 (finding that rates from \$500 per hour for
7 associates to \$750 per hour for partners was reasonable).

8 **SPECIFIC WORK PERFORMED BY BERGER MONTAGUE**

9 62. I, Alexandra K. Piazza, am an experienced lawyer and Shareholder at Berger
10 Montague, and I am one of the lead attorneys litigating this action. In prosecuting this case, I directed
11 the work of the other attorneys at Berger Montague, conducted a legal analysis of the facts presented,
12 conferred and communicated regularly with co-counsel, and negotiated directly with Defense counsel
13 on the case. Additionally I have: (a) drafted, edited, and reviewed pleadings and correspondence; (b)
14 participated in meetings and conferences with co-counsel and Defense counsel; (c) oversaw and
15 implemented comprehensive program of witness interviews; (d) oversaw and assisted in drafting the
16 mediation statement and damages analyses; (e) attended mediation; (f) communicated with
17 Defendant's counsel and oversaw finalizing of the Settlement Agreement; (g) participated in
18 settlement administration planning; (h) drafted and edited various motions and supporting documents;
19 and (i) will continue to oversee settlement administration and distribution of settlement funds.

20 63. Mariyam Hussain is an experienced lawyer and Senior Counsel at Berger Montague
21 and was one of the attorneys litigating this action. In prosecuting this case, Ms. Hussain conducted a
22 legal analysis of the facts presented, conferred and communicated regularly with co-counsel, and
23 negotiated directly with Defense counsel on the case. Additionally she: (a) drafted and edited
24 pleadings and correspondence; (b) participated in meetings and conferences with co-counsel and
25 Defense counsel; (c) conducted witness interviews; (d) assisted in drafting the mediation statement
26 and damages analyses; (e) attended mediation; (f) communicated with Defendant's counsel and
27 assisted in finalizing the Settlement Agreement; (g) participated in settlement administration
28

1 planning; (h) drafted and edited various motions and supporting documents; and (i) will continue to
2 assist in settlement administration and distribution of settlement funds.

3 64. Olivia Lanctot is an Associate at Berger Montague and was one of the attorneys
4 litigating this action. In prosecuting this case, Ms. Lanctot (a) drafted and edited pleadings and
5 correspondence; (b) participated in meetings and conferences with co-counsel and Defense counsel;
6 (c) conducted witness interviews; (d) assisted in drafting the mediation statement and damages
7 analyses; (e) attended mediation; (f) communicated with Defendant's counsel and assisted in
8 finalizing of the Settlement Agreement; (g) participated in settlement administration planning; (h)
9 drafted and edited various motions and supporting documents; and (i) will continue to assist in
10 settlement administration and distribution of settlement funds.

11 65. Stefana Klipa, a Paralegal at Berger Montague, assisted in interviewing the Firm's
12 clients and similarly situated employees of Defendant; analyzed documents produced by clients as
13 well as in discovery; assisted in editing motions and briefs; and performed other associated paralegal
14 duties requested by the Attorneys.

15 66. I am aware from the declarations of Bibiyan Law Group and D.Law that my co-counsel
16 report spending 214.4 hours and 84.3 hours, respectively, litigating this matter, for a total of 298.7
17 hours, not including time and efforts spent on related matters that contributed to the efficiencies and
18 success of the result achieved here.

19 67. Class Counsel have collectively expended 1,007.6 hours on this litigation yielding a
20 lodestar of approximately \$705,269.50. The requested fee thus represents a multiplier of
21 approximately 1.42. While this lodestar analysis is presented as a cross-check only, the fact that the
22 requested fee represents a modest multiplier on Class Counsel's time in this Action alone—without
23 accounting for Berger Montague's \$1,500,000.00-plus in uncompensated attorney time invested in
24 the *Fraga* Litigation that helped make this settlement possible—confirms the reasonableness of the
25 fee request. If the *Fraga* lodestar is taken into account, the effective lodestar multiplier is well below
26 1.0, meaning the requested fee does not fully compensate Class Counsel for the total investment of
27 attorney time that produced this Settlement.

1 68. The risks Class Counsel undertook were real, and the resources that Class Counsel
2 have dedicated to this action meant that such resources were not available to other cases.

3 69. The time that Class Counsel has devoted to this litigation to date was both reasonable
4 and necessary given the nature and complexity of the claims, the extent of the discovery and damages
5 analysis required, and the demands of negotiating and executing a class-wide settlement.

6 70. The fee shifting provisions of California state laws are an attempt to give workers a
7 fighting chance to not be “outlawyered” in their claims, or to even be represented in the first place.
8 And the use of a percentage of common fund approach appropriately aligns the interests of plaintiffs’
9 counsel with plaintiffs. Further, lawyers should not be punished for efficiency by having a fee reduced
10 based on the amount of lodestar they are able to bill to a case, or because they did not bill “enough”
11 hours to the matter. Such an approach to fee awards incentives inefficiency, waste and potentially
12 delay.

13 71. Class Counsel secured this excellent result by engaging in this methodical, detailed
14 legal work. This process took a substantial percentage of our time and effort, and at each and every
15 step, Class Counsel took actions designed to further the best interests of the group of workers we
16 represent.

17 72. Courts have consistently held that such a result strongly supports approval of the
18 requested fee. *See Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 (affirming use of
19 lodestar cross-check and recognizing that attorneys who take on contingent risk are entitled to a risk
20 multiplier); *Lealao v. Beneficial California, Inc.* (2000) 82 Cal. App. 4th 19, 26 (recognizing lodestar
21 multipliers as appropriate to reflect contingent risk, novelty, and quality of work).

22 **BERGER MONTAGUE’S EXPENSES**

23 73. This litigation required Berger Montague to advance significant costs. Because the
24 risk of advancing costs in this type of litigation is significant, doing so is often cost prohibitive to
25 many attorneys and law firms.

26 74. As of June 25, 2026 Berger Montague expended costs to prosecute this action as
27 follows:
28

Expense	Amount
Filing and Service Fees	\$4,255.41
Mediation Fees	\$16,200.00
Computer Research	\$2,203.80
Copying & Printing	\$16.50
Electronic Signature Service	\$7.44
Mailing, Delivery & Freight	\$28.93
Expert Consultant Fees	\$32,872.47
Total	\$55,584.55

75. The costs listed above are expected to increase as Class Counsel seeks final approval of the Settlement Agreement, oversees the distribution of funds to Settlement Class Members, and continues to complete the other duties necessary to bring this matter to a conclusion

76. I understand from my Co-Counsel's declarations that their unreimbursed costs related to this matter total \$6,108.98 (*i.e.*, \$3,315.92 for Bibiyan Law Group, and \$2,793.06 for D.Law). Accordingly, Class Counsel's total out of pocket costs currently total \$61,693.53. Class Counsel request reimbursement of costs from this Action only, to be capped at \$65,000.00. Any amounts below the cap that are unrealized will be added to the Net Settlement Amount prior to distribution to Class Members. Class Counsel will also continue to incur additional costs in connection with overseeing the administration of the Settlement through final distribution.

ENHANCEMENT PAYMENTS TO NAMED PLAINTIFFS ARE REASONABLE

77. Plaintiffs are entitled to a reasonable service payment for their efforts and initiative in bringing and helping to prosecute this Action. Plaintiffs assumed great risk by challenging Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiffs spent time better apprising themselves of their rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting their attorneys, who spent many hours with them discussing their case, the law, and preparing for the mediation. In the end, Plaintiffs decided to vindicate not only their own rights but also those of their fellow employees by filing a class action lawsuit.

78. Plaintiffs have devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. Plaintiffs conferred with

1 Class Counsel on numerous occasions to discuss every aspect of this case; provided information about
2 Defendant and its wage-and-hour practices; reviewed documents; produced documents; monitored
3 the progress of the litigation; took the time to apprise themselves of the facts, issues, and law regarding
4 the claims at issue, spent time with Class Counsel discussing the terms of the Settlement and
5 reviewing and executing the Settlement Agreement.

6 79. California trial courts routinely approve enhancement payments to class
7 representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Fin.*
8 *Corp.* (San Diego Super. Ct. 2005, No. GIC840981) (\$35,000); *Hogue v. WH Smith of Nevada, Inc.*
9 (San Diego Super. Ct. 2004, No. GIC830653) (\$20,000); *Fiez v. Brown Group Retail Inc., d.b.a.*
10 *Famous Footwear* (Orange Super. Ct. 2003, No. 01CC00381) (\$35,000 to current employee of
11 defendant and \$20,000 to former employee); *Barry v. Cost Plus, Inc.* (Orange Super. Ct. 2003, No.
12 01CC00380) (\$35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (Orange Super.
13 Ct. 2003, No. 01CC00324) (\$25,000 each for two named plaintiffs); *Franco v. Vans, Inc.* (Orange
14 Super. Ct. 2002, No. 01CC03995) (\$35,000 for each named plaintiff); *Crandall v. U-Haul Corp.*
15 (L.A. Super. Ct. 2001, No. BC 178775) (\$20,000 for each named plaintiff); *Joel v. Athlete's Foot*
16 *Grp.* (L.A. Super. Ct. 2001, No. BC 234231) (\$25,000).

17 80. Plaintiffs' initiative in bringing this lawsuit and their efforts as Class Representatives
18 have helped secure a significant benefit for the Class in the amount of \$3,000,000.00. Plaintiffs
19 requested enhancement awards of \$10,000.00 each, totaling \$40,000.00, represent a mere 1.33% of
20 the Gross Settlement Amount. Significantly, not a single Class Member has objected to the requested
21 enhancement awards, which were included in the Class Notice.

22 81. Plaintiffs have diligently, adequately, and fairly represented Class Members. In light
23 of the foregoing, Class Counsel believes the Class Representative Service Awards in the amount of
24 \$10,000.00 to each Plaintiff are fair and reasonable.

25 82. Class Counsel respectfully requests that the Court enter an Order granting Plaintiffs'
26 Unopposed Motion for Final Approval of the Class and Representative Action Settlement.

1 I declare under penalty of perjury under the laws of the state of California that the foregoing
2 is true and correct.

3 Dated: June 25, 2026

4 
5 Alexandra K. Piazza