

EXHIBIT 2

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Attorneys for Plaintiffs and all others similarly situated

**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
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Assigned to: Hon. Edward G. Weil
Dept.: 39

Action Filed: September 5, 2023

Trial Date: Unassigned

1 I, Alexandra K. Piazza, hereby declare pursuant to 28 U.S.C. § 1746 that the following is true and
2 correct:

3 **INTRODUCTION**

4 1. I am a member in good standing of the bars of the State of California, the State of New
5 Jersey, the District of Columbia, and the Commonwealth of Pennsylvania, and I am admitted to this
6 Court. I respectfully submit this declaration in support of Plaintiffs' Unopposed Motion for
7 Preliminary Approval of Class and Representative Action Settlement.

8 2. I am a Shareholder at Berger Montague PC ("Berger Montague"). Berger Montague,
9 Bibiyan Law Group, and D.Law, Inc., are proposed Class Counsel for Plaintiffs and the proposed
10 Settlement Class as defined in the Parties' Settlement Agreement ("Agreement").

11 3. My firm served as co-lead counsel in this case with Bibiyan Law Group and D.Law,
12 Inc. Our firms are referred to herein collectively, as "Plaintiffs' Counsel" or "Class Counsel." Our
13 firms worked together on the case and divided work tasks so as to avoid duplication of effort in
14 representing Plaintiffs and Settlement Class Members.

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

17 **ATTORNEY EXPERIENCE**

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

21 6. Berger Montague employs over 100 attorneys plus a large support staff and maintains
22 offices in Philadelphia, Chicago, Minneapolis, San Diego, San Francisco, Wilmington, Toronto, and
23 Washington, D.C. Our firm has played lead roles in major litigation and class action cases for over
24 fifty-five (55) years, resulting in recoveries totaling well over \$50 billion for our firm's clients and
25 the classes they have represented.

26 7. We have extensive backgrounds in litigation on behalf of employees. We have served
27 and currently serve as lead or co-lead counsel in many employment-related class, collective, and
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1 representative action cases in state and federal courts across the country brought under the Fair Labor
2 Standards Act, state wage and hour laws, and the Private Attorney General’s Act (“PAGA”). Berger
3 Montague has successfully resolved numerous unpaid wages cases in federal and state courts across
4 the United States, including in California. This level of experience enabled our firm to undertake this
5 matter, and to successfully prosecute these claims along with Class Counsel on behalf of Plaintiffs
6 and the Settlement Class Members as defined in the Settlement Agreement.

7 8. Practice in the area of wage and hour class and representative action litigation requires
8 skills, knowledge, and experience in two distinct subsets of the law: (a) the substantive employment
9 law applicable to such cases; and (b) the substantive and procedural aspects of prosecuting class
10 actions and representative PAGA actions. Expertise in one of these areas does not necessarily translate
11 into expertise in the other. Plaintiffs’ counsel in such cases—to be successful— must have deep
12 expertise in both. The issues presented in this case required more than just a general appreciation of
13 wage and hour law or class and representative action procedure, as these areas of practice are often
14 changing. Here, Class Counsel’s knowledge and expertise was utilized to drill down on and analyze
15 the key issues and ultimately, was leveraged to reach a fair and reasonable settlement in an efficient
16 manner.

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

25 10. I am a shareholder at Berger Montague in the Firm’s Employment Law Department. I
26 have dedicated my career to representing workers throughout the country in complex class and
27 collective actions arising under federal and state laws. I have extensive experience in all aspects of
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1 litigation, mediation, arbitration, and settlement, and have been appointed class counsel in dozens of
2 actions nationwide. In 2021 and 2023, I was named in the *Best Lawyers* list of “Ones to Watch.” In
3 2022 and 2023, I was named a “Rising Star”, and in 2025, I was named a “Super Lawyer” by Thomson
4 Reuters.

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

9 12. Berger Montague has also been appointed class counsel in numerous class and
10 collective action settlements securing unpaid wages under the FLSA and state wage and hour laws.
11 *See, e.g., Curran, et al., v. Advanced Carrier Servs, LLC, et al.*, No. CV2024-0847, Yolo Superior
12 Court (appointing Berger Montague and co-counsel as class counsel in hybrid class, collective, and
13 representative action settlement); *Pipich v. O'Reilly Auto Enters., LLC*, No. 3:21-CV-01120-AHG,
14 2024 WL 2885342, at *7 (S.D. Cal. June 7, 2024) (appointing Berger Montague and co-counsel as
15 class counsel in hybrid class and representative action settlement and noting counsel provided
16 “declarations to the Court to show that they have significant experience in employment litigation
17 generally, and wage and hour and employment-related class action litigation specifically”); *Easterday*
18 *v. USPack Logistics LLC*, No. 115-cv-07559-RBK-AMD, 2023 WL 4398491, at *4 (D.N.J. July 6,
19 2023) (appointing Berger Montague and co-counsel as class counsel in wage and hour settlement,
20 and holding the firms have “extensive expertise in wage and hour class actions”); *Cherry v. Baptist*
21 *Mem. Health. Care Corp.*, No. 2:22-cv-2179, Dkt. No. 40 (W.D. Tenn. May 5, 2023) (approving
22 collective action settlement and noting “[t]he Plaintiffs’ attorneys are members of a highly regarded
23 employment law firm with extensive experience in negotiating and litigating Fair Labor Standards
24 Act cases”); *Anstead, et al. v. Ascension Health, et al.*, No. 3:22-cv-2553-MCR-HTC (N.D. Fla. Mar.
25 27, 2023); *Oshikoya, et al. v. Leidos Health, LLC*, No. 1:17-cv-3237-RLM-DM (S.D. Ind. July 10,
26 2019); *Scolaro v. RightSourcing, Inc.*, No. 8:16-cv-01083 (C.D. Cal. June 26, 2017); *Grimsley v.*
27 *Environmental Management Specialists*, No. 2:15-cv-2371 (S.D. Ohio Mar. 29, 2017); *Dunkel v.*

1 *Warrior Energy Services, Inc.*, No. 2:13-cv- 695-MRH (W.D. Pa. Apr. 18, 2016); *Ciamillo v. Baker*
2 *Hughes Inc.*, No. 3:14-cv-00081-RRB (D. Alaska June 22, 2015).

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

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

12 15. In this matter, Class Counsel agreed to represent Plaintiffs and the Settlement Class
13 Members on a fully contingent fee basis. Thus, Class Counsel would not have recovered any of their
14 attorneys’ fees and out-of-pocket costs had they not obtained a settlement or prevailed in the case. By
15 permitting clients to obtain attorneys without having to pay hourly fees, contingent fee arrangements
16 provide critical access to the courts for people who otherwise would not be able to find competent
17 counsel to represent them. Because Defendant asserted that it had strong procedural, legal, and factual
18 defenses to Plaintiffs’ claims, even if Plaintiffs were able to obtain certification of a litigation class,
19 and maintain it through appeals, trial, and then further possible appeals, an outcome of zero recovery
20 for Plaintiffs and the Settlement Class Members remained possible. Class Counsel accepted these
21 risks, diligently and professionally prosecuted the case, and negotiated a meaningful and substantial
22 recovery for the Settlement Class Members.

23 16. As discussed in detail below, Class Counsel spent considerable time extensively
24 investigating the applicable law, the relevant facts discovered in this action, and the potential defenses
25 thereto. The settlement amount that Class Counsel obtained is based on an intensive review of the
26 facts and law.

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1 Action Pending Alternative Dispute Resolution Process. The Court granted the Parties' Motion on
2 November 30, 2023.

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

17 20. Following the filing of the aforementioned Actions, the Parties subsequently agreed
18 engage in an alternative dispute resolution ("ADR") process. As part of their ADR efforts, the Parties
19 engaged in extensive informal discovery, which built upon the years-long discovery process and
20 motion practice conducted a related litigation previously pending in the First Circuit and United States
21 District Court for the District of Massachusetts. *See Fraga v. Premium Retail Services, Inc.*, No. 1:21-
22 cv-10751-WGY (D. Mass.); *Fraga v. Premium Retail Services, Inc.*, No. 22-1101 (1st Cir.).

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

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

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

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

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

17 26. On September 26, 2024, the Parties participated in a full day Zoom mediation session
18 with well-respected class action mediator Michael E. Dickstein, Esq. and thereafter engaged in
19 protracted settlement negotiations facilitated by Mr. Dickstein. In preparation for the mediation,
20 Plaintiffs performed extremely detailed damages analyses, which, due to the amount of data, took
21 months to analyze with the assistance of Class Counsel's expert data analyst, and the Parties met and
22 conferred on several occasions to make sure they were prepared to engage in good faith, arms' length
23 settlement negotiations. The Parties fully executed the long-form settlement agreement on April 28,
24 2025.

25 27. To effectuate the Settlement, the Parties agreed that Plaintiffs would file a First
26 Amended Class and Representative Action Complaint in this Action to add Plaintiffs Patricia Young,
27 Phillip Jackson, and Vanessa Martinez as named Class Representatives. Agreement ¶ 2.20. Plaintiffs
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1 filed the Consolidated Complaint on May 15, 2025 and now seek approval of the underlying
2 Settlement.

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

4 28. The Settlement was agreed upon following an extensive review of the facts and law
5 both in this case and the *Fraga* matter. To facilitate settlement negotiations, Class Counsel
6 investigated the applicable law and the facts in this case and extensively analyzed the potential
7 damages that might be recovered following the exchange of documents and information with
8 Defendant.

9 29. The Settlement proposed herein is based on arm's-length negotiations that were guided
10 by Class Counsel's investigation and the evaluation of informal discovery. The negotiations included
11 extensive communications between Class Counsel and counsel for Defendant and a mediation
12 conference supervised by an experienced and respected mediator. The proposed Settlement provides
13 substantial benefits for the Settlement Class, and it satisfies all of the required due process protections.

14 30. Absent this settlement, litigating the class claims in this action would require
15 substantial additional formal discovery including the depositions of Plaintiffs, fact witnesses, and
16 experts, as well as the consideration, preparation, and presentation of voluminous documentary
17 evidence and the preparation and analysis of expert reports.

18 31. In contrast, the Settlement will yield a prompt, certain, and substantial recovery for
19 Class Members. Indeed, even after payment of the proposed attorneys' fees and costs, settlement
20 administration costs, service awards, and payment to the LWDA, the funds available to the Class total
21 \$1,747,500.00 and would provide an average recovery of over \$415.00 per Class Member, assuming
22 100% participation of the approximately 4,206 individuals in the Settlement. Such a result will benefit
23 the parties and the court system. The proposed Settlement achieves a just and beneficial result.
24 Considering the challenges that Plaintiffs would likely face, the proposed Settlement is extremely
25 reasonable.

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

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

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

18 35. Additionally, Plaintiffs' derivative claims regarding waiting time penalties, accurate
19 records, and wage statements rise and fall with Plaintiffs' other wage payment claims. For example,
20 Plaintiffs would recover nothing under Labor Code § 203 if they were unable to prove the underlying
21 claims or defeat a "good faith" dispute defense. *See* Cal. Code Regs. Tit. 8, § 13520. While Plaintiffs
22 believe that they would prevail on these issues and others, Plaintiffs recognize the risk that a fact
23 finder may find for Defendant on one or more of these issues and may find damages to be significantly
24 less than what Plaintiffs claim.

25 36. Based on Class Counsel's knowledge and expertise in this area of law, Class Counsel
26 believes this Settlement will provide a substantial benefit to the Class Members. Plaintiffs and Class
27 Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes
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1 through trial and through any possible appeals. Plaintiffs have considered the uncertainty and risk of
2 the outcome of further litigation, and the difficulties and delays inherent in litigation.

3 37. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to
4 establish liability for the claims asserted in the Actions, both generally and in response to Defendant's
5 defenses thereto, and the difficulties in establishing damages for the Settlement Class Members.
6 Plaintiffs and Class Counsel have considered Defendant's agreement to enter into a settlement that
7 confers substantial relief upon the members of the Settlement Class. Based on the foregoing, Class
8 Counsel have concluded that settlement for the consideration and on the terms set forth in this
9 Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the putative class
10 in light of all known facts and circumstances, including the risk of delay, defenses asserted by
11 Defendant, numerous potential appellate issues, and other risks inherent in litigation.

12 38. Plaintiffs allege that Defendant has uniform timekeeping, payroll, compensation, meal
13 and rest period, and overtime policies and practices applicable to all W-2 hourly non-exempt
14 employees in California in the Representative job role. Common factual issues that apply to the Class
15 Members, such as Defendant's alleged failures to pay for all hours worked, schedules that prevented
16 Class Members from receiving uninterrupted meal and rest breaks, Class Members required usage of
17 Defendant's timekeeping system, and Defendant's alleged requirement that Class Members be on-duty
18 during breaks would provide key evidence of unpaid wages, denied meal and rest breaks. These
19 standardized policies and procedures are dictated by Defendant and apply to all of the Class Members.

20 39. The benefits and efficiencies of this proposed Settlement, when compared to continued
21 litigation of this case on either a class basis or through multiple individual suits, justifies certification
22 of the proposed Settlement Class.

23 40. Here, the Plaintiffs, like other Class Members, were subject to the policies and
24 practices that form the basis of the claims asserted in this case. Plaintiffs claim they were denied meal
25 and rest breaks and compensation for all hours worked. Like Plaintiffs, the Class Members were
26 subjected to the same allegedly illegal policies and practices to which Plaintiffs were subjected and
27 the Class claims are based on the same legal theory as Plaintiffs' individual claims. Accordingly, the
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1 Plaintiffs are members of the Class they seek to represent, and their claims are “typical” of those
2 asserted by other Class Members.

3 41. In the instant case, there is no conflict between Plaintiffs and the proposed Class.
4 Plaintiffs’ claims are in line with those of the Class, and Plaintiffs have prosecuted this case with the
5 interests of the Class in mind. Furthermore, Plaintiffs have selected counsel with extensive experience
6 in class action and employment litigation, including wage and hour class actions, and who do not
7 have any conflict with the Class.

8 42. Plaintiffs have committed their time to this case and assumed significant risk to obtain
9 the result. Throughout the litigation, Plaintiffs worked with Class Counsel and assisted in the
10 development of the case. They produced documents which Class Counsel relied upon in mediation,
11 answered Class Counsel’s questions in developing its position for mediation, took part in the
12 Settlement decision, agreed to a broader release, and always remained apprised of the case during the
13 Actions. As a result of Plaintiffs’ efforts and their willingness to step forward, the Class Members
14 will receive significant recoveries if the Settlement is approved.

15 43. The payments to Plaintiffs Gay, Young, Jackson, and Martinez in the amount of
16 \$10,000.00 each are reasonable in light of the efforts they made and the risks they took in filing and
17 prosecuting the Actions to obtain this \$3,000,000.00 Settlement.

18 44. The Parties selected Apex Class Action LLC (“Apex”), a national class action
19 settlement administrator, as the Settlement Administrator, after a rigorous RFP process. Apex will
20 satisfy due process requirements in notifying the Class Members of the settlement and distributing
21 Settlement payments according to the Settlement. Agreement ¶ 8.4. The Agreement provides for a
22 fair and practicable direct mail procedure for notifying Class Members of the terms of the Settlement
23 Agreement and their respective rights and obligations under the Agreement. *Id.* ¶ 8.4.2.

24 45. Plaintiffs seek reasonable attorneys’ fees and costs from the \$3,000,000.00 Gross
25 Settlement Amount. Under the terms of the Settlement, Class Counsel may seek an award of up to
26 one-third (1/3) of the Gross Settlement Amount, or \$1,000,000.00. Agreement ¶ 3.2.2. The requested
27 fee is well within the range customarily approved by California and federal courts in comparable class
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1 actions and is less than requested fee percentages recently been approved by numerous courts.

2 46. In this case, there was no guarantee of compensation or reimbursement. Class Counsel
3 undertook all the risks of this litigation on a completely contingent basis. The inherent risk of proving
4 liability and damages on a class-wide basis and Defendant's representation by skillful counsel
5 confront Class Counsel with the prospect of recovering nothing or close to nothing for their
6 commitment to and investment in the case. Nevertheless, Class Counsel committed themselves to
7 developing and pressing Plaintiffs' claims to enforce the employees' rights and maximize the Class
8 recovery. Class Counsel continue to spend time and resources in preparation and attendance at the
9 preliminary and final approval hearings, further correspondence with Class Members, and Settlement
10 administration and oversight. The requested fee is reasonable and does not otherwise impact the
11 fairness and reasonableness of this matter for preliminary approval.

12 47. Class Counsel's combined litigation costs currently total \$60,604.28. All of the
13 expenses were reasonable, were necessary to the prosecution of this action, and are customarily billed
14 to fee-paying clients. Class Counsel also requests reimbursement for these expenses, to be capped at
15 \$65,000.00. Any unrealized costs will be put into the Net Settlement Amount prior to distribution.
16 Class Counsel will submit a Motion for Approval of Attorneys' Fees and Costs in connection with
17 the Final Approval Motion filing.

18 48. Class Counsel respectfully requests that the Court enter an Order granting Plaintiffs'
19 Unopposed Motion for Preliminary Approval of the Class and Representative Action Settlement
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21 Dated: June 4, 2025

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EXHIBIT A



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**Headquartered in Philadelphia. With offices in Chicago, Malvern, Minneapolis,
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ABOUT BERGER MONTAGUE

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States in which we've
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Berger Montague is one of the nation's preeminent law firms focusing on complex civil litigation, class actions, and mass torts with nationally known attorneys highly sought after for their legal skills and commitment to justice.

The firm has been recognized by federal and state courts across the country for its ability and expertise in handling major complex litigation, particularly in the fields of antitrust, securities, mass torts, civil and human rights, whistleblower cases, employment, and consumer litigation.

For more than 50 years, Berger Montague has played leading roles in precedent-setting cases and has recovered over \$50 billion for their clients and the classes they have represented.

Berger Montague laid the groundwork for the use of class actions in antitrust and securities litigation. The firm has since expanded the use of class actions in the fields of consumer, employment, environmental, and insurance litigation as well as of civil and human rights.

From helping companies in high-stakes commercial litigation to representing whistleblowers who have identified fraud against the government, our 100+ lawyers are able to tackle the most complex, precedent-setting legal matters.

Berger Montague has earned a national reputation for delivering results for clients. Our record of obtaining successful multimillion dollar settlements and verdicts is a direct reflection of our philosophy of preparing for trial from the moment we take your case — and paying attention to the details.

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FIRM HISTORY

Berger Montague has a rich history of championing significant class action cases since its founding in 1970 by David Berger, the visionary behind the modern class action procedure.

2016

The Firm opens its first office outside of Philadelphia in **Minneapolis, Minnesota.**

2023

To support its rapid growth and expansion, Berger Montague opens its first international office in **Toronto** and new offices in **San Francisco, Chicago** and **Wilmington, DE.**

2024

The Firm continues its growth trajectory with new offices opening in **Washington, D.C.**

2006

Berger Montague is one of three firms to represent the State of Connecticut in **State of Connecticut v. Philip Morris, Inc., et al.**, in which Connecticut recovered approximately \$3.6 billion from certain manufacturers of tobacco products.

2001

As co-lead counsel, Berger Montague played a key role in bringing about a \$4.37 billion **settlement with German industry and government** for the use of slave and forced labor during the Holocaust.

2000

Berger Montague serves on the executive committee in the **Holocaust Victim Assets** Litigation. It results in a \$1.25 billion settlement with Switzerland's largest banks on behalf of victims of Nazi aggression whose deposits were not returned after the Second World War.

1991

Berger Montague serves as a principal plaintiffs' counsel in the **Drexel Burnham Lambert/Michael Milken** litigation which was filed in the aftermath of the junk bond market collapse and the Drexel bankruptcy. In 1991, a \$2 billion settlement was approved.

1994

Berger Montague was one of the principal trial counsel in the **Exxon Valdez Oil Spill** litigation. In 1994, the jury awarded a record \$5 billion verdict against Exxon, which the United States Supreme Court later reduced to \$507.5 million.

The first mass tort property damage class action certified on a national basis was the **School Asbestos** Litigation. We served as lead counsel, helping to recover \$300 million to defray the costs of asbestos abatement for secondary and elementary schools.

1981

After the near meltdown of a reactor at Three Mile Island, America's worst nuclear incident, Berger Montague serves as lead/liaison counsel in the **Three Mile** litigation. The case settles for \$25 million.

1970

Former Philadelphia City Solicitor David Berger forms Berger Montague, pioneering the field of class actions in antitrust and securities litigation.

1967

David Berger, founder of Berger Montague, helps draft **Rule 23** of the Federal Rules of Civil Procedure (FRCP), creating the modern class action.

Learn More www.bergermontague.com/history



HONORS & AWARDS



Selected as a

TOP TIER ANTITRUST LAW FIRM **20+ YEARS**

by *Chambers and Partners*

"Berger Montague is a preeminent force in the Pennsylvania antitrust market, offering expert counsel to clients from a broad range of industries... Highly distinguished for the strength of its plaintiff-side work acting on monopoly matters and price fixing, including an impressive track record in complex, high-profile class actions."

Legal peers, clients, federal and state courts, national legal rating entities, and national and regional legal publications have lauded Berger Montague and its attorneys for decades, recognizing the Firm's legal skills, professional ethics, client successes, DEI, pro bono work, and community involvement.

BERGER MONTAGUE HAS BEEN RECOGNIZED BY

The American
Bar Association

The American
Association for Justice

The Federal Bar Association

The Pennsylvania Bar Association

The Public Justice Foundation

The Pennsylvania Conference
of State Trial Judges

First Judicial District
of Pennsylvania

13 ATTORNEYS

Received a **LAWDRAGON AWARD** IN 2024

42 ATTORNEYS

Named **PA Super Lawyers** and **Rising Stars**
in 2024 by Thomson Reuters

2024 TOP TIER FIRM

Civil Litigation/Class Actions: Plaintiff
by The Legal 500

ADDITIONAL AWARDS GIVEN BY

*The Legal Intelligencer, Pennsylvania Law
Weekly & Philadelphia Business Journal*

- ☆ 25 Women of the Year in Pennsylvania
- ☆ Top 30 Pennsylvania Lawyers Under 40
- ☆ Lawyers on the Fast Track
- ☆ Unsung Hero
- ☆ Distinguished Leader
- ☆ Best Law Firm Mentor
- ☆ Lifetime Achievement
- ☆ Diversity Initiative
- ☆ Diversity in Business

Learn More www.bergermontague.com/awards



PRO BONO & COMMUNITY COMMITMENT

Berger Montague attorneys are fully encouraged to work with non-profit organizations, community programs and associations, and to perform pro bono legal work.

1,000+

Hours of Pro Bono
Work Per Year

~\$500K

Pro Bono Work
Performed Last Year

30%

Of Our Attorneys
Consistently Perform Pro
Bono Work

Since its founding, Berger Montague has encouraged its attorneys and staff to support charitable causes and volunteer in the community. Our employees understand that participating in pro bono representation is an essential component of their professional and ethical responsibilities and is just good for the soul.

Berger Montague is strongly committed to numerous charitable causes and giving. Over his lengthy career, David Berger, the firm's founding partner, was prominent in a great many philanthropic and charitable enterprises, including serving as Honorary Chairman of the **American Heart Association**; a Trustee of the **American Cancer Society**; and a member of the Board of Directors of the **American Red Cross**. This tradition continues to the present.

In multiple years, Berger Montague received the **Chancellor's Award** presented by the Philadelphia Volunteers for the Indigent Program ("VIP"), which provides crucial legal services to more than 1,000 low-income Philadelphia residents each year. VIP relies on volunteer attorneys to provide pro bono representation for families and individuals. In multiple years, Berger Montague has also received an award for its volunteer work with the VIP Mortgage Foreclosure Program.

Berger Montague is proud of its written pro bono work and/or served in leadership or board positions for many non-profit organizations.

WE WORK WITH:

Public Interest Law Center of
Philadelphia ("PILCOP")

Community Legal Services of
Philadelphia ("CLS")

Philadelphia Legal Assistance

Education Law Center

Legal Clinic for the Disabled

Support Center for
Child Advocates

Veterans Pro Bono Consortium

AIDS Law Project of Philadelphia

Center for Literacy

National Liberty Museum

Philadelphia Volunteers
for the Indigent Program

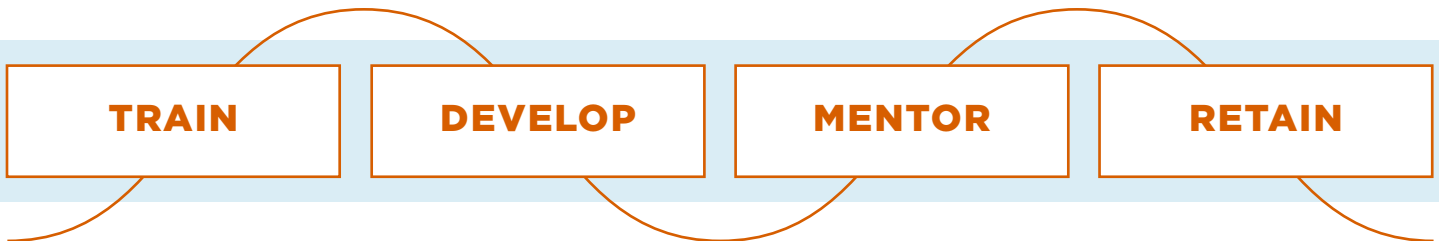
Philadelphia Mortgage
Foreclosure Program

Learn More www.bergermontague.com/pro-bono



OPPORTUNITY & EMPLOYEE ENGAGEMENT

Recruiting, developing, and promoting talented and highly motivated professionals is in the firm's and our clients' best interests. The mission of the Opportunity and Employee Engagement team is to enrich the firm with multiple perspectives to **foster teamwork, encourage employee growth, and create opportunities** to serve a broader set of clients.



TRAINING ATTORNEYS

Our cases are complex and require a high degree of skill and teamwork. We have developed formal and informal training programs to help junior attorneys attain a variety of legal skills critical to successfully litigating our cases. Such skill development sessions include legal writing, taking depositions, and negotiating with opposing counsel.

DEVELOPING TALENT

Berger Montague has also created an associate checklist that provides guidelines for fostering employee growth. We ensure that attorneys are getting the varied professional experiences they need to progress in their careers. Our firm promotes continuous mentoring and feedback. Senior attorneys are evaluated annually on their efforts to mentor and train their less experienced colleagues.

MENTORING ATTORNEYS

Our attorney development and mentorship program matches Associates with a Shareholder or Senior Counsel to help form important working relationships, nurture junior talent, and ensure that Associates meet well-defined annual goals.

RETAINING ATTORNEYS

Berger Montague has been litigating cutting edge cases for over 50 years. We explore creative new case theories and approaches. We encourage all attorneys at all levels to think expansively about how to use the law to represent our clients' interests and hold wrongdoers accountable. Once a case has been filed, as part of our deep commitment to development and teamwork, we encourage all attorneys to participate in shaping case strategy.

STAFFING CASES STRATEGICALLY

We evaluate each case and staff it in a fair and considered manner, based on the case's particular needs with an eye toward giving attorneys varied experiences.

Learn More www.bergermontague.com/opportunityengagement



JUDICIAL PRAISE



During the hearing where the Court granted final approval of a precedent-setting \$375 million class action settlement on behalf of a class of mixed-martial arts fighters in *Le v. UFC*, Judge Boulware praised “the investment, the quality of the representation in this case, [and] the hours spent” by the Firm and its co-counsel.”

— **Judge Richard F. Boulware, II., U.S. District Court of Nevada**



The Court praised the \$20 million settlement in the *In re: Platinum and Palladium Antitrust Litigation* observing that the Firm has “...considerable experience in antitrust litigation such as this...in addition to a host of successful settlements in antitrust and commodities litigation” and that the “high quality of defense counsel opposing plaintiffs’ efforts further proves the caliber of representation that was necessary to achieve the settlement. Plaintiffs’ opponents were well resourced global financial institutions. Plaintiffs secured a settlement that grants the settlement class financial relief, despite being opposed by well-funded defendants represented by top-flight law firms. The ability of plaintiffs’ counsel to obtain a favorable settlement for the class in the face of such formidable legal opposition confirms the quality of their representation of the class.”

— **Hon. Gregory H. Woods, U.S. District Court for the Southern District of New York**



“I think y’all have been a model on how to handle a case like this. So I appreciate the diligence y’all have put in separating the fee negotiations until after the main event is resolved...Everything I see here is in great shape, and really a testament to y’all’s diligence and professionalism. So hats off to y’all...So thanks again for your professionalism in handling this case and handling the stipulated settlement. Y’all are model citizens, and so I wish I could send everyone to y’all’s school of litigation management.”

— **Judge Brantley Starr**



“It is just a joy to be in a courtroom with such talented lawyers. It’s really the best experience from a judicial perspective in court when you engage in this discussion with real experts who are here to try to educate and persuade.”

— **Judge Richard F. Boulware, II., U.S. District Court of Nevada**



JUDICIAL PRAISE (CONT.)



“We sitting here don’t always get to see such fine lawyering, and it’s really wonderful for me both to have tough issues and smart lawyers...I want to congratulate all of you for the really hard work you put into this, the way you presented the issues...On behalf of the entire federal judiciary, I want to thank you for the kind of lawyering we wish everybody would do.”

— **Judge Faith S. Hochberg**



“You are extraordinarily impressive. And I thank you for being here, and for your candid, non-evasive response to every question I have. I was extremely skeptical at the outset of this morning. You have allayed all of my concerns and have persuaded me that this is an important issue and that you have done a great service to the class. And for that reason, I am going to approve your settlement in all respects, including the motion for attorneys’ fees. And I congratulate you on your excellent work.”

— **Judge Harold E. Kahn**



Judge Janet C. Hall of the U.S. District Court of the District of Connecticut praised the result of our Insurance Practice Group in achieving a \$72.5 million settlement in 2010 in the case of *Spencer v. The Hartford Financial Services Group, Inc.* (the detail of which are summarized above). Among other things, Judge Hall found that “but for counsel’s outstanding work in this case and substantial effort over five years, no member of the class would have recovered a penny....[I]t was an extremely complex and substantial class and case.” See *Spencer v. The Hartford Financial Services Group, Inc.*, No. 3:05-cv-1681, Dkt. 268 at 71:15 to 73:5 (transcript of final settlement approval hearing on Sept. 21, 2010).

— **Judge Janet C. Hall, U.S. District Court of the District of Connecticut**



“I do want to compliment all counsel for how they litigated this case in a thoroughly professional manner. All parties were zealously represented in the highest ideals of the profession, legitimately and professionally, and not the usual acrimony we see in these cases...I commend the parties and their counsel for a very workmanlike professional effort.”

— **Judge Joel Schneider**

Read More www.bergermontague.com/judicial-praise



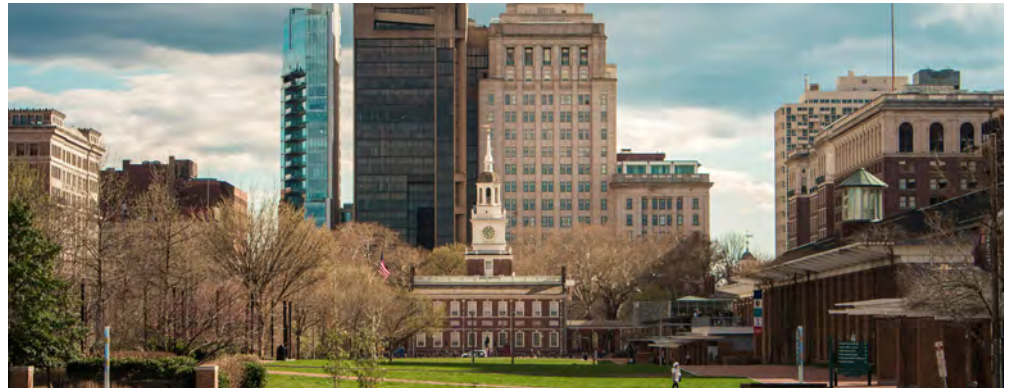
OUR OFFICES

PHILADELPHIA HEADQUARTERS

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Berger Montague's Employment & Unpaid Wages Group protects employee rights across the United States.

The Berger Montague Employment & Unpaid Wages Department works tirelessly to safeguard the rights of employees and devotes all of their energies to helping the firm's clients achieve their goals.

Our attorneys' understanding of federal and state wage and hour laws, federal and state civil rights and discrimination laws, ERISA, the WARN Act, laws protecting whistleblowers, such as federal and state False Claims Acts, and other employment laws, allows us to develop creative strategies to vindicate our clients' rights and help them secure the compensation to which they are entitled.

Berger Montague is at the forefront of class action litigation, seeking remedies for employees under the Fair Labor Standards Act, state wage and hour law, breach of contract, unjust enrichment, and other state common law causes of action.

Berger Montague's Employment & Unpaid Wages Group, which is chaired by Executive Shareholder Shanon Carson, is repeatedly recognized for outstanding success in effectively representing its clients. In 2015, The National Law Journal selected Berger Montague as the top plaintiffs' law firm in the Employment Law category at the Elite Trial Lawyers awards ceremony. Portfolio Media, which publishes Law360, also recognized Berger Montague as one of the eight Top Employment Plaintiffs' Firms in 2009.

Representative Experience Includes the Following:

Anstead, et al. v. Ascension Health, et al., No. 3:22-CV-2553-MCR-HTC (N.D. Fla.) Co-lead counsel and obtained a \$19.74 million settlement in this wage and hour lawsuit against Ascension Health and Sacred Heart Health System, Inc., et. al. ("Ascension") on behalf of approximately 84,600 individuals employed in the United States as non-exempt healthcare professionals.

Jantz v. Social Security Administration, EEOC No. 531-2006-00276X. Co-lead counsel and obtained a settlement on behalf of employees with targeted disabilities ("TDEs") alleged that SSA discriminated against TDEs by denying them promotional and other career advancement opportunities. The settlement was reached after more than ten years of litigation, and the Class withstood challenges to class certification on four separate occasions. The settlement includes a monetary fund of \$9.98 million and an unprecedented package of extensive programmatic changes valued at approximately \$20 million.

Fenley v. Applied Consultants, Inc., No. 2:15-cv-259 (W.D. Pa.). Lead counsel and obtained a settlement of \$9.25 million on behalf of a class of oil and gas inspectors who allegedly did not receive overtime compensation for hours worked in excess of 40 per week.

Salcido v. Cargill Meat Solutions Corp. Nos. 1:07-cv-01347-LJO-GSA and 1:08-cv-00605-LJO-GSA (E.D. Cal.). Co-lead counsel and obtained a settlement of \$7.5 million on behalf of a class of thousands of employees of Cargill Meat Solutions Corp. alleging that they were forced to work off-the-clock and during their breaks. This is one of the largest settlements of this type of case involving a single plant in U.S. history.

Acevedo v. Brightview Landscapes, LLC, No. 3:13-cv-02529 (M.D. Pa.). Co-lead counsel and obtained a settlement of \$6.95 million on behalf of a class of landscaping crew members who allegedly did not receive proper overtime premiums for hours worked in excess of 40 per week.

Amador, et al. v. The Brickman Group, Ltd., LLC., No. 3:13-cv-02529 (M.D. Pa). Co-lead counsel and obtained a \$6.95 million settlement in this wage and hour lawsuit against Brightview Landscapes, LLC f/k/a the Brickman Group LTD. LLC ("Brightview") on behalf of approximately 1,315 individuals employed as salaried landscape/crew/irrigation Supervisors who were paid on a "fluctuating workweek"-type half-time overtime pay scheme.

Fenley v. Wood Group Mustang, Inc., No. 2:15-cv-326 (S.D. Ohio). Lead counsel and obtained a settlement of \$6.25 million on behalf of a class of oil and gas inspectors who allegedly did not receive overtime compensation for hours worked in excess of 40 per week.

Ciamillo v. Baker Hughes, Incorporated, No. 14-cv-81 (D. Alaska). Lead counsel and obtained a settlement of \$5 million on behalf of a class of oil and gas workers who allegedly did not receive any overtime compensation for working hours in excess of 40 per week.

Gundrum v. Cleveland Integrity Services, Inc., No. 4:17-cv-55 (N.D. Okl.). Lead counsel and obtained a settlement of \$4.5 million on behalf of a class of oil and gas inspectors who allegedly did not receive overtime compensation for hours worked in excess of 40 per week.

Braniff, et al. v. HCTec Partners, LLC, No. 3:17-cv-00496 (M.D. Tenn.). Co-lead counsel and obtained a \$4.5 million settlement in this wage and hour lawsuit against HCTec Partners, LLC, f/k/a HCTec, LLC on behalf of approximately 2,271 individuals employed in the United States as Consultants.

Gentry, et al., v. Scientific Drilling International, Inc., No. 4:14-cv-00363 (S.D. Tex.). Co-lead counsel and obtained a \$4.45 million settlement in this wage and hour lawsuit against Scientific Drilling International, Inc. on behalf of approximately 745 individuals employed in the United States as Measurement While Drilling ("MWD") Hand Technicians and Survey Field Technicians.

Arrington v. Optimum Healthcare IT, LLC, No. 2:17-cv-03950-RBS (E.D. Pa.). Co-lead counsel and obtained a \$4.9 million settlement in this wage and hour lawsuit against Optimum Healthcare IT, LLC on behalf of approximately 2,110 individuals employed in the United States as Consultants.

Cortez v. Nebraska Beef, No. 8:08-cv-00090 (D. Neb.) Co-lead counsel and obtained a \$3.9 million settlement on behalf of a class of non-exempt employees at Nebraska Beef's processing plant. The plaintiffs alleged that Nebraska Beef failed to pay them for all pre-shift and post-shift time in the beef processing facility that the workers spent donning, doffing, and washing their required personal protective equipment that was integral and indispensable to their work duties.

Sanders v. The CJS Solutions Group, LLC, No. 17-3809 (S.D.N.Y.). Co-lead counsel and obtained a settlement of \$3.24 million on behalf of a class of IT healthcare consultants who allegedly did not receive overtime premiums for hours worked in excess of 40 per week.

Chabrier v. Wilmington Finance, Inc., No. 06-4176 (E.D. Pa.). Co-lead counsel and obtained a settlement of \$2.9 million on behalf of loan officers who worked in four offices to resolve claims for unpaid overtime wages. A significant opinion issued in the case is *Chabrier v. Wilmington Finance, Inc.*, 2008 WL 938872 (E.D. Pa. April 04, 2008) (denying the defendant's motion to decertify the class).

Koszyk et al. v. Country Financial a/k/a CC Services, Inc., No. 1:16-cv-03571 (N.D. Ill.). Co-lead counsel and obtained a \$2.825 million settlement in this wage and hour lawsuit against Country Financial a/k/a CC Services, Inc. on behalf of approximately 1,381 individuals employed in the United States as Financial Representatives.

Hatzey v. Divurgent, LLC, No. 1:17-cv-03237-RLM-DLP (E.D. Va.). Co-lead counsel and obtained a \$2.45 million settlement in this wage and hour lawsuit against Divurgent, LLC, on behalf of approximately 1,065 individuals employed in the United States as Consultants.

Bonnette v. Rochester Gas & Electric Co., No. 07-6635 (W.D.N.Y.). Co-lead counsel and obtained a settlement of \$2 million on behalf of a class of African American employees of Rochester Gas & Electric Co. to resolve charges of racial discrimination in hiring, job assignments, compensation, promotions, discipline, terminations, retaliation, and a hostile work environment.

Lopez v. T/J Inspection, Inc. No. 5:16-cv-00148-M (W.D. Okla.). Co-lead counsel and obtained a \$2 million settlement in this wage and hour lawsuit against T/J Inspection, Inc. on behalf of approximately 520 individuals employed in the United States as Inspectors paid a daily rate.

Beasley, et al. v. Custom Communications, Inc. No. 5:15-CV-00583-F (E.D.N.C.). Co-lead counsel and obtained a \$1.22 million settlement in this wage and hour lawsuit against Custom

Communications, Inc. ("CCI") on behalf of approximately 296 individuals employed in the United States as Technicians.

Diaz v. TAK Communications CA, Inc., et al. No. RG20064706 (Cal. Super. Ct., Alameda Cty.). Co-lead counsel and obtained a \$1.2 million settlement in this wage and hour lawsuit against TAK Communications CA, Inc. and TAK Communications, Inc. on behalf of approximately 770 individuals employed in the United States as Technicians.

Black v. Wise Intervention Services, Inc., No. 2:15-cv-00453-MPK (W.D. Pa.). Co-lead counsel and obtained a \$826,014.42 settlement in this wage and hour lawsuit against Wise Intervention Services, Inc. ("WISE") on behalf of 47 individuals employed by WISE in Pennsylvania as Coiled-Tubing Spread.

Benton, et al. v. Flyway Express, LLC, et al., No. 5:20-cv-01028-EEF-MLH (W.D. Tenn.). Co-lead counsel and obtained a \$695,000 settlement in this wage and hour lawsuit against DHL Express (USA) Inc. d/b/a DHL Express and Flyway Express, LLC on behalf of approximately 104,690 individuals employed in the United States as non-exempt employees.

Thorpe v. Golden Age Home Care, Inc., No. 2:17-cv-01187-TR (E.D. Pa.). Lead counsel and obtained a \$725,000 settlement in this wage and hour lawsuit against Golden Age Home Care, Inc., on behalf of approximately 323 individuals employed in the United States as Home Health Aides.

Ware, et al. v. CKF Enterprises, Inc. et al., No. 5:19-cv-183-DCR (E.D. Ky.). Co-lead counsel and obtained a \$595,000 settlement in this wage and hour lawsuit against CKF Enterprises, Inc., d/b/a ExecuTrain of Kentucky, d/b/a Optim Support, Inc. ("ExecuTrain") on behalf of approximately 652 individuals employed in the United States as non-exempt Consultants.

Rivera v. Vital Support Home Health Care Agency, Inc., (E.D. Pa.). No. 2:15-cv-04857-GEKP Co-lead counsel and obtained a \$586,000 settlement in this wage and hour lawsuit against Vital Support Home Health Care Agency, Inc. ("Vital Support") on behalf of approximately 230 individuals employed in the United States as Home Health Aides.

Thomas v. Accenture, LLP, d/b/a Sagacious Consultants, LLC, and DB Healthcare, Inc., No. 2:18-cv-13128-VAR-SDD (E.D. Mich.). Co-lead counsel and obtained a \$415,000 settlement in this wage and hour lawsuit against Accenture, LLP, d/b/a Sagacious Consultants, LLC, and DB Healthcare, Inc., on behalf of approximately 257 individuals employed in the United States as Consultants.



Alexandra Korohey Piazza

SHAREHOLDER

☎ 215-875-3063

✉ apiazza@bm.net



Biography

Alexandra K. Piazza is a shareholder in the firm's Employment Law & Unpaid Wages Department. Ms. Piazza has dedicated her career to representing workers throughout the country in complex class and collective actions arising under federal and state laws. She has extensive experience in all aspects of litigation, mediation, arbitration, and settlement, and she has been appointed class counsel in dozens of actions nationwide.

Ms. Piazza is a graduate of the University of Pennsylvania and Villanova University School of Law. During law school, Ms. Piazza served as a managing editor of the Villanova Sports and Entertainment Law Journal and as president of the Labor and Employment Law Society. Ms. Piazza also interned at the United States Attorney's Office and served as a summer law clerk for the Honorable Eduardo C. Robreno of the United States District Court for the Eastern District of Pennsylvania. She is licensed to practice law in the State of California, the State of New Jersey, the District of Columbia, and the Commonwealth of Pennsylvania.

In 2021 and 2023, Ms. Piazza was named in the *Best Lawyers* list of "Ones to Watch." In 2022 and 2023, Ms. Piazza was named by Thomson Reuters as a "Rising Star."

EDUCATION

Law School

Villanova University School of Law,
J.D.

Undergraduate

University of Pennsylvania, B.A.,
English

Honors & Awards:

- > 2023 Best Lawyers in America: Ones to Watch
- > 2023 Pennsylvania Super Lawyer "Rising Star"
- > 2022 Pennsylvania Super Lawyer "Rising Star"
- > 2021 Best Lawyers "One to Watch"

Admissions

- > Member – California Bar
- > Member – New Jersey Bar
- > Member – Pennsylvania Bar



-
- › Member – District of Columbia Bar
-
- › Admitted – First Circuit Court of Appeals
-
- › Admitted – Eastern and Southern Districts of California
-
- › Admitted – Eastern, Middle, and Western Districts of Pennsylvania
-
- › Admitted – Southern and Western Districts of Texas
-
- › Admitted – District of New Jersey
-

Clerkships

- › Honorable Eduardo C. Robreno, United States District Court, Eastern District of Pennsylvania (Intern).
-



Mariyam Hussain

SENIOR COUNSEL

773-666-4316

mhussain@bm.net



Biography

Mariyam Hussain, Senior Counsel, is a member of the Firm's Employment Law practice group in Chicago. In the Employment Law practice group, Ms. Hussain primarily focuses on wage and hour class and collective actions arising under state and federal law.

Prior to joining the firm, Ms. Hussain developed interdisciplinary impact litigation cases and legal strategies to advance economic and social justice. She also represented migrant farmworkers in Illinois, filing cases alleging racketeering, human trafficking, forced labor, and FLSA violations.

Ms. Hussain has represented workers in the public, non-profit, and private sectors for more than a decade. Ms. Hussain received her JD and BA from DePaul University College and her MA from the University of London.

PROFESSIONAL LEADERSHIP

- Complex Civil Representation for H2A/B Workers – Presenter, Freedom Network Conference, Miami, FL March 16, 2022
- Careers in Labor & Employment Law – Presenter, New York City Bar Association, August 4, 2020
- Workplace Accommodations and the Cooperative Dialogues – Presenter, NYC Bar Employment Law Institute, March 8, 2019

EDUCATION

Law School

J.D., DePaul University College

Undergraduate

B.A., DePaul University College

Graduate

M.A., University of London

Admissions

- › Member – New York and Illinois
- › Admitted – Southern District of New York
- › Admitted – Eastern District of New York
- › Admitted – Western District of New York
- › Admitted – Northern District of Illinois
- › Admitted – Central District of Illinois

- Member, NYC Bar LGBT Rights Committee, 2018
 - Member, NYC Bar Labor and Employment Committee 2018 – 2020
-



Olivia Lanctot

ASSOCIATE

☎ 215-875-3082

✉ olanctot@bm.net



Biography

Olivia Lanctot is an Associate in the Firm's Wage and Hour department in the Philadelphia office.

Before joining the Firm, Ms. Lanctot was an Associate at a New Jersey law firm, where she focused her practice on education and employment law.

Ms. Lanctot received her law degree from William & Mary Law School. There, she was heavily involved with William & Mary's Special Education Advocacy Clinic, where she negotiated with school districts to provide students with the appropriate accommodations and services necessary to access their education. During her final year, Ms. Lanctot also worked as a law clerk for a plaintiffs' employment litigation firm, assisting with employee rights violations and discrimination cases before the Equal Employment Opportunity Commission (EEOC) and the Merit Systems Protection Board (MSPB).

Prior to attending law school, Ms. Lanctot graduated *magna cum laude* from Gettysburg College with a B.A. in Political Science and Public Policy.

EDUCATION

Law School

J.D., William & Mary Law School

Undergraduate

B.A., Political Science and Public Policy, Gettysburg College

EXHIBIT 3

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1. I am the Chief Executive Officer of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations,

1 regularly evaluating the effectiveness of its security measures. Access to class member
2 information is limited to employees, agents, or subcontractors who require it to perform their
3 duties, and Apex Class Action conducts background checks on all personnel with access to
4 sensitive personal information, to ensure they do not pose a threat to the security of client or class
5 member information. To guarantee the security of the settlement administration process, Apex
6 Class Action maintains Professional Liability and Cyber Liability Insurance coverage, as required
7 by legal standards and best practices in the legal profession.

8 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
9 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
10 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
11 conducting preliminary and final calculations to determine the individual settlement amounts,
12 including attorneys' fees, costs, enhancement awards, and any other court-approved designees;
13 (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved
14 settlement funds and tax forms via First-Class USPS mail.

15 7. The administration fees for Apex Class Action's management of this settlement will
16 not exceed \$30,900.00, as specified in **Exhibit B**. This document presents a comprehensive
17 plan detailing the specific administration services that will be provided.

18
19 I declare under penalty of perjury under the laws of the state of California that the
20 foregoing is true and correct. Executed this 28th day of April 2025, in Irvine, California.

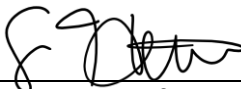
21
22 
23 _____
24 Sean Hartranft

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B



Quotation Request:

Alexandra Piazza
 Berger Montague
 apiazza@bm.net
 215.875.3063

Case Name:

TBD - Confidential

Date:

Monday, April 28, 2025

RFP Number:

14270001

Prepared By:

Sean Hartranft
 Apex Class Action LLC
 Sean@apexclassaction.com
 949.878.3676

Settlement Specifications	
Estimated Class Size:	4,210
Certified Language Translation:	No
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	5	\$625.00
Data Analyst	Per Hour	\$150.00	6	\$900.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$1,525.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.15	4,210	\$4,841.50
USPS First Class Postage	Per Piece	\$0.68	4,210	\$2,862.80
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	842	\$1,684.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	5	\$375.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	9	\$675.00
NCOA Address Update (USPS)	Static Rate	\$951.90	1	\$951.90
Sub Total:				\$11,510.20

Project Management				
Project Management	Per Hour	\$150.00	6	\$900.00
Project Coordinator	Per Hour	\$90.00	5	\$450.00
Data Analyst and Reporting	Per Hour	\$140.00	4	\$560.00
Sub Total:				\$1,910.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$1,395.00	1	\$1,395.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$1,895.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	6	\$720.00
Account Management and Reconciliation	Per Hour	\$140.00	5	\$700.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	4,210	\$4,210.00
USPS First Class Postage	Per Piece	\$0.68	4,210	\$2,862.80
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	421	\$842.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	16	\$1,600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$12,184.80

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	5	\$675.00
Project Management Reconciliation	Per Hour	\$100.00	6	\$600.00
Declarations	Per Hour	\$120.00	5	\$600.00
Sub Total:				\$1,875.00

WILL NOT EXCEED:				\$30,900.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's reworking, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

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David Yeremian
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r.shkodnik@d.law
e.geesaman@d.law

Attorneys for Plaintiffs and all others similarly situated

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,

v.

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

[Assigned for all purposes to the Hon. Hon.
Edward G. Weil, in Dept. 39]

**DECLARATION OF DAVID D. BIBIYAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND
REPRESENTATIVE ACTION
SETTLEMENT**

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- 1 • *Santoyo v. Consolidated Foundries, Inc.*, Case No. BC612298, California Superior
2 Court, County of Los Angeles, Honorable Judge Ann I. Jones, presiding;
- 3 • *Arenddorff v. Stanley Steamer International, Inc.*, Case No. BC681368, California
4 Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos, presiding;
- 5 • *Barreto v. Don Roberto Jewelers, Inc.*, Case No. BC495451, California Superior Court,
6 County of Los Angeles, Honorable Ann I. Jones, presiding;
- 7 • *Junior Amilcar Laguna Gonzalez v. Takaaki Koyama*, Case No. BC641998, Los Angeles
8 Superior Court, Honorable Elihu M. Berle, presiding;
- 9 • *Rios v. Nongshim America, Inc.*, Case No. CIVDS1807390, California Superior Court,
10 County of San Bernardino, Honorable David S. Cohn, presiding;
- 11 • *Stoddard v. Molded Fiber Glass – West*, Case No. 1517758, California Superior Court,
12 County of San Bernardino, Honorable David S. Cohn, presiding;
- 13 • *Mata v. Sahara Scaffold, Inc.*, Case No. CIVDS1810785, California Superior Court,
14 County of San Bernardino, Honorable David S. Cohn, presiding;
- 15 • *Carrasco v. Pure Dental Solutions*, Case No. BC645995, Los Angeles Superior Court,
16 Honorable Kenneth R. Freeman, presiding;
- 17 • *Gonzalez v. Gochez, et al.*, Case No. BC648729, Los Angeles Superior Court, Honorable
18 Maren Nelson, presiding;
- 19 • *Montoya v. Superior Paving Co.*, Case No. CIVDS1833422, County of San Bernardino,
20 Honorable David S. Cohn, presiding;
- 21 • *Lopez v. Norred & Associates, Inc.*, Case No. CIVDS1824109, California Superior
22 Court, County of San Bernardino, David S. Cohn, presiding;
- 23 • *Noyola v. Lacren, LLC*, Case No. BC717024, California Superior Court, County of Los
24 Angeles, Hon. Anthony Mohr, presiding;
- 25 • *Luciano, et al. v. O’Tasty Foods, Inc., et al.*, Case No. BC711988, California Superior
26 Court, County of Los Angeles, Honorable Maren Nelson, presiding;
- 27 • *Gordon v. Hospice Source, LLC*, Case No. 34-2018-00250022-CU-OE-GDS, California
28

1 Superior Court, County of Sacramento, Honorable Christopher E. Krueger, presiding;
2 • *Barragan v. Refrigeration Supplies Distributor*, Case No. 19STCV09312, California
3 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;
4 • *Ramirez v. Acre Gourmet, Inc.*, Case No. CGC-19-575117, California Superior Court,
5 County of San Francisco, Honorable Andrew Y.S. Cheng, presiding;
6 • *Villafuerte v. Bay Alarm Company*, Case No. BC689110, California Superior Court,
7 County of Los Angeles, Honorable Amy D. Hogue, presiding;
8 • *Cazares v. Areas USA LAX, LLC*, Case No. 19STCV08209, California Superior Court,
9 County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;
10 • *Magana v. Castlerock Environmental, Inc., et al.*, Case No. 19STCV38353, California
11 Superior Court, County of Los Angeles, Honorable Ann I. Jones, presiding;
12 • *Chilel v. Sushi California, Inc.*, Case No. 19STCV08209, California Superior Court,
13 County of Los Angeles, Honorable Ann I. Jones, presiding;
14 • *Malone v. Orange Courier, Inc., et al.*, Case No. 30-2016-00763474, California Superior
15 Court, County of Orange, Honorable Glenda Sanders, presiding;
16 • *Rivera v. Talamo Food Services, Inc.*, Case No. 19CV355856, California Superior Court,
17 County of Santa Clara, Honorable Patricia M. Lucas, presiding;
18 • *Olquin v. Cal Central Harvesting, Inc.*, Case No. 18CV03860, California Superior Court,
19 County of Santa Barbara, Honorable James F. Rigali, presiding;
20 • *Pence v. Sober Living by the Sea, Inc.*, Case No. 2018-00988742, California Superior
21 Court, County of Orange, Honorable Randall J. Sherman, presiding;
22 • *Franco v. Vincent Rags, Inc.*, Case No. 20STCV07768, California Superior Court,
23 County of Los Angeles, Honorable Ann I. Jones, presiding;
24 • *Cabral v. Miller Castings, Inc.*, Case No. 19STCV39556, California Superior Court,
25 County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;
26 • *Bolanos v. Texas Roadhouse, Inc.*, Case No. 19STCV39556, California Superior Court,
27 County of Los Angeles, Honorable Sunshine Sykes, presiding;
28

1 • *Rodriguez v. Scott A. Humphreys, Inc.*, Case No. 30-2021-01184556-CU-OE-CXC,
2 California Superior Court, County of Ventura, Honorable Matthew P. Guasco, presiding; and
3 • *Torres v. Primal Pet Foods, Inc.* Case No. FCS054783, California Superior Court,
4 County of Solano, Honorable Wendy G. Getty, presiding;
5 • *Hanson v. Zapata Nuccio, Inc.*, Case No. 20STCV28951, California Superior Court,
6 County of Los Angeles, Honorable Elihu M. Berle, presiding;
7 • *Molina v. Avibank Mfg, Inc.*, Case No. 20STCV03910, California Superior Court,
8 County of Los Angeles, Honorable John P. Doyle, presiding;
9 • *Cetina v. Lawry's Restaurants, Inc.*, Case No. 19STCV05201, California Superior Court,
10 County of Los Angeles, Honorable Amy D. Hogue, presiding;
11 • *Luna v. Pronto California General Agency, LLC*, Case No. 19STCV39951, California
12 Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
13 • *Alvarez v. Kazak-Mars, Inc.*, Case No. 20STCV42587, California Superior Court,
14 County of Los Angeles, Honorable Elihu M. Berle, presiding;
15 • *Noe v. My Pillow, Inc.* Case No. CIVDS 2011360, California Superior Court, County of
16 San Bernardino, Honorable David Cohn, presiding;
17 • *Nunez v. 2751 West Coast Acquisition Company*, Case No. 30-2020-01145215-CU-
18 OE-CXC, California Superior Court, County, County of Orange, Honorable Randall J. Sherman,
19 Presiding;
20 • *Smith v. McMillen Enterprises, Inc.*, Case No. CV-20-002938, California Superior Court,
21 County of Stanislaus, Honorable John R. Mayne, presiding;
22 • *Turner v. Plant Prefab Inc., et al.*, Case No. CIVDS2017517, California Superior Court,
23 County of San Bernardino, Honorable David Cohn, presiding;
24 • *Duran v. Fresh Select, LLC*, Case No. VCU284892, California Superior Court, County
25 of Tulare, Honorable Bret Hillman, presiding;
26 • *Reynoso, et al. v. Cream of the Crop AG Service, Inc.*, Case No. VCU278847, California
27 Superior Court, County of Tulare, Honorable Bret Hillman, presiding;
28

- 1 • *Michel v. Universal Waste Systems, Inc.*, Case No. 19STCV46181, California Superior
2 Court, County of Los Angeles, Honorable David S. Cunningham presiding;
- 3 • *Jungers v. U.S. Borax Inc., et al.*, Case No. BCV-21-10003, California Superior Court,
4 County of Kern, Honorable Bernard C. Barmann Jr. presiding;
- 5 • *Fortune v. Amoroso Limited Partnership, et al.*, Case No. 20STCV25874, California
6 Superior Court, County of Los Angeles, Honorable Carolyn Kuhl presiding;
- 7 • *Montoya, et al. v. Remo, Inc.* Case No. 20STCV34614, California Superior Court,
8 County of Los Angeles, Honorable Maren Nelson presiding;
- 9 • *Rincon, et al. v. New-Indy Tripaq, LLC, et al.*, Case No. 20STCV17118, California
10 Superior Court, County of Los Angeles, Honorable Maren Nelson presiding;
- 11 • *De Leon, et al. v. Wismettac Asian Foods, Inc.* Case No. 19STCV18172, California
12 Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
- 13 • *Tapia v. Mercer Foods, Inc.* Case No. CV-21-000020, California Superior Court,
14 County of Stanislaus, Honorable Sonny S. Sandhu presiding;
- 15 • *Molina v. Reser's Fine Foods, Inc.* Case No. 37-2021-00013052-CU-OECTL, California
16 Superior Court, County of San Diego, Honorable Eddie C. Sturgeon presiding;
- 17 • *Reyes v. Imperial Sprinkler Supply, Inc.* Case No. 30-2020-01167748-CU-OE-CXC,
18 California Superior Court, County of Los Angeles, Honorable Peter Wilson presiding;
- 19 • *Zavala, et al. v. PLS Check Cashers, Inc.* Case No. 20STCV42586, California Superior
20 Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
- 21 • *Paz v. Hill Brothers Chemical Company.* Case No. 20STCV48279, California Superior
22 Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- 23 • *Garcia v. Inwesco Incorporated.* Case No. 20STCV46833, California Superior Court,
24 County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- 25 • *Guevara v. J&K Culver, LLC, et al.* Case No. 19STCV39951, California Superior Court,
26 County of Los Angeles, Honorable Elihu M. Berle presiding;
- 27 • *Hamilton v. Michael Kors Stores, Inc. et al.*, Case No. 19STCV37061, California
28

1 Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos presiding;
2 • *Arzooian v. A&M Administration, LLC, et al.* Case No. 21STCV05576, California
3 Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos presiding;
4 • *Santos, et al. v. Maruzen of America, Inc.*, Case No. 19STCV37662, California Superior
5 Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;
6 • *Schaffino v. M.O. Dion & Sons., Inc., et al.*, Case No. 20STCV38023, California Superior
7 Court, County of Los Angeles, Honorable Gail Killefer presiding;
8 • *Moreno v. Santa Paula Post Acute, LLC, et al.* Case No. 21STCV12533, California
9 Superior Court, County of Los Angeles, Honorable Carolyn Kuhl presiding;
10 • *Singer v. Desert Area Resources and Training*, Case No. BCV-21-101093, California
11 Superior Court, County of Kern, Honorable Thomas S. Clark presiding;
12 • *Clarizio v. Guard-Systems, Inc.*, Case No. 21STCV28667, California Superior Court,
13 County of Los Angeles, Honorable Armen Tamzarian presiding;
14 • *Guzman v. Freschco Painters, Inc.*, Case No. 21STCV04683, California Superior Court,
15 County of Los Angeles, Honorable Lawrence P. Riff presiding;
16 • *Koutny v. PAE Aviation and Technical Services, LLC*, Case No. 21C-0106, California
17 Superior Court, County of Kings, Honorable Melissa R. D’Morias presiding;
18 • *Rodriguez v. Pacifica Trucks, LLC*, Case No. 20STCV37576, California Superior Court,
19 County of Los Angeles, Honorable Stuart Rice presiding;
20 • *Ramos v. AEGIS Treatment Centers, LLC*, Case No. 20STCV41429, California Superior
21 Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
22 • *Valdez v. Integrated Building Services, Inc.* Case No. 20STCV37793, California Superior
23 Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
24 • *Harris v. America One Security, Inc.* Case No. 21STCV01399, California Superior
25 Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
26 • *Moreno v. M&J Seafood Company, Inc.* Case No. 22STCV03341, California Superior
27 Court, County of Los Angeles, Honorable William F. Highberger presiding;
28

1 • *Corrales v. Q&B Foods, Inc.* Case No. 20STCV40885, California Superior Court,
2 County of Los Angeles, Honorable Elihu Berle presiding;
3 • *Arteaga v. Demolition Specialist, Inc.* Case No. RIC2001133, California Superior Court,
4 County of Riverside, Honorable Harold Hopp presiding;
5 • *Vigil, et al. v. Capstone Turbine Corporation*, Case No. 20STCV32123, California
6 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
7 • *Ramirez v. Sea-Win, Inc.* Case No. 21STCV22026, California Superior Court, County
8 of Los Angeles, Honorable Lawrence P. Riff presiding;
9 • *Ortega Chavez v. Winpak Lane, Inc.* Case No. CIVSB2207313, California Superior
10 Court, County of San Bernardino, Honorable Jessica Morgan presiding;
11 • *Garcia v. American Licorice Company.* Case No. RG21107049, California Superior
12 Court, County of Alameda, Honorable Brad Seligman presiding;
13 • *Madrono v. Vitale Nursing, Inc, et al.*, Case No. 21STCV09845, California Superior
14 Court, County of Los Angeles, Honorable Lawrence P. Riff presiding; and
15 • *Orellana v. Advanced Building Maintenance.* Case No. 34-2020-00286791-CU-OE-
16 GDS, California Superior Court, County of Sacramento, Honorable Jill Talley presiding.
17 • *Aguilar v. Bioness, Inc., et al.*, Case No. 21STCV41702, California Superior Court,
18 County of Los Angeles, Honorable Lawrence P. Riff presiding;
19 • *Antoine v. Pinky Beverly Hills, LLC., et al.* Case No. 19STCV44856, California
20 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
21 • *Phambui v. Fashion Marketing and Merchandising Group, Inc., et al.* Case No.
22 21STCV06634, Superior Court, County of Los Angeles, Honorable Stuart M. Rice presiding;
23 • *Ortega Chavez v. Winpak Lane, Inc., et al.* Case No. CIVSB2202274, California
24 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
25 • *Carrasco v O.H. Barkhordar D.D.S., Inc., et al.* Case No. 22STCV21188, California
26 Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;
27 • *Correia v. Gallo Glass Company, et al.* Case No. CV-21-006459, California Superior
28

1 Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;

- 2 • *Davis v. Beeline Import and Services, LLC, et al.* Case No. CIVSB2119287, California

3 Superior Court, County of San Bernardino, Honorable David Cohn presiding;

- 4 • *Angel Lopez v Innovative Coatings Technology Corporation dba Incotec, et al.* Case No.

5 30-2020-01173245-CU-OE-CXC, California Superior Court, County of Orange, Honorable Lon
6 Hurwitz presiding;

- 7 • *Lopez v UPM, Inc., et al.* Case No. 20STCV36695, California Superior Court, County
8 of Los Angeles, Honorable Lawrence P. Riff presiding;

9 • *Moreno v. Infiniti Group LLC., et al.* Case No. CIVSB2223551, California Superior
10 Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;

- 11 • *Kelley v. Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
12 Court, County of San Bernardino, honorable Jessica Morgan presiding;

13 • *Hernandez v Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
14 California Superior Court, County of Ventura, Honorable Henr Walsh presiding;

15 • *Heredia v. Alan Smith Pool Plastering, Inc., et al.* Case No. 30-2020-01163609-CU-OE-
16 CXC, California Superior Court, County of Orange, Honorable Randall J. Sherman presiding;

17 • *Martinez Guzman v Freshco Painters Inc., et al.* Case No. 21STCV04683, California
18 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

19 • *Gomez Mireles v. USG Ceilings Plus, LLC., et al.* Case No. 21STCV45606, California
20 Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;

21 • *Garzon v. Mobile Hi-Tech Wheels, LLC., et al.,* Case No. 21STCV15396, California
22 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;

23 • *Dethrasavong v. ASI Computer Technologies, Inc., et al.* Case No. 20STCV32312,
24 California Superior Court, County of Contra Costa, Honorable Kenneth R. Freeman presiding;

25 9. I have also settled matters on a “PAGA Only” basis for aggrieved employees in the
26 past, including in:

- 27 • *Flores v. Delta Apparel, Inc.,* Case No. BC641499, California Superior Court, County

28

1 of Los Angeles, Honorable Daniel J. Buckley, presiding;

2 • *Segura v. CJ Foods Service Holdings USA, LLC*, Case No. 19STCV24918, California
3 Superior Court, County of Los Angeles, Honorable Maureen Duffy-Lewis, presiding;

4 • *Sierra v. Nexem-Allied, LLC*, Case No. 20STCV11281, California Superior Court,
5 County of Los Angeles, Honorable Randolph M. Hammock, presiding;

6 • *Nodal v. Sodexo, Inc.*, Case No. 20STCV40601, California Superior Court, County of
7 Los Angeles, Honorable Lawrence Riff, presiding; and

8 • *Cooper v. Lucas Health Partners*, Case No. 20STCV20050, California Superior Court,
9 County of Los Angeles, Honorable Maren Nelson, presiding;

10 • *Herrera v. Greystar Management, LP, et al.*, Case No. 37-2020-00009672-CU-OE-CTL,
11 California Superior Court, County of San Diego, Honorable Carolyn Caietti, presiding;

12 • *Slater v. Jo-Ann Stores, LLC.*, Case No. 21STCV18454, California Superior Court,
13 County of Los Angeles, Honorable Maurice A. Leiter, presiding;

14 • *Bolanos v. Canoga Park Heating & Air Conditioning, Co., Inc.*, Case No. 21STCV12674,
15 California Superior Court, County of Los Angeles, Honorable Yolanda Orozco, presiding;

16 • *Granados v. Cosmetic Ideas, Inc.* Case No. 21STCV10797, California Superior Court,
17 County of Los Angeles, Honorable Richard L. Fruin, presiding;

18 • *Ruano v. DPC Woodwork, Inc.* Case No. 21STCV00408, California Superior Court,
19 County of Los Angeles, Honorable Jon R. Takasugi presiding;

20 • *Hardy v. Texas Roadhouse Management Corp., et al.* Case No. CIVSB2222259,
21 California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

22 • *Iraheta v Legacy Farmers, Inc., et al.* Case No. MSC21-00762, California Superior
23 Court, County of Los Angeles, Honorable Charles S. Treat presiding;

24 • *Landin v Central Janitors' Supply Co., Inc., et al.* Case No. CV-21-006391, California
25 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;

26 10. Currently, my firm is acting as counsel in tens of wage and hour class actions and
27 representative PAGA actions.

28

11. After a thorough investigation and settlement discussions, Class Counsel arrived at terms that they viewed were in the best interest of both the class members and the parties.

12. Should the Court refuse to grant preliminary approval of this Settlement, many of the Class Members may be denied any recourse for Defendant's alleged violations.

13. For these reasons, as well as the reasons provided in the declaration of my co-counsel, I believe that Class Counsel are sufficiently experienced and qualified to evaluate the Class Members' claims and viability of Defendant's defenses.

14. I believe, and as further set out in the declaration of my co-counsel, the settlement presented here only resulted after having engaged in extensive informal and formal discovery and investigation, and is the product of hard-fought litigation and extensive arm's-length negotiations.

15. I believe, based on my experience as class counsel, that the Settlement is fair, reasonable, adequate and in the best interests of class members.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this June 2, 2025 at Los Angeles, California.

/s/ David D. Bibiyan

David D. Bibiyan

EXHIBIT 5

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Attorneys for Plaintiffs and all others similarly situated,

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
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 50,
inclusive,

Defendants.

Case No. C23-2216

Judge: Hon. Edward G. Weil

**DECLARATION OF ROMAN SHKODNIK
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF THE
CLASS ACTION SETTLEMENT**

*[filed concurrently with Plaintiffs' Notice of
Motion and Motion; Declaration of Alexandra
K. Piazza; Declaration of Sean Hartranft;
Declaration of David D. Bibiyan; Memorandum
of Points and Authorities; and [Proposed]
Order]*

Date:
Time:
Dept.: 39

DECLARATION OF ROMAN SHKODNIK

I, Roman Shkodnik, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California, and the Ninth Circuit Court of Appeals. I am a senior attorney of D.Law, Inc., counsel for Plaintiff Geroska Gay (“Plaintiff”) on behalf of himself and similarly situated employees of Defendant Premium Retail Services, LLC (“Defendant”). I and my firm are referred to herein as Class Counsel. I have personal knowledge of the facts herein and if called as a witness, I could and would competently testify.

QUALIFICATIONS AND ADEQUACY OF CLASS COUNSEL

2. My firm is well qualified because of our experience, knowledge, and resources to act as counsel and represent Plaintiffs and the putative class in this action. My practice is exclusively focused on employment matters, with a substantial percentage devoted to litigating wage, hour, and working-conditions violations on a class-wide basis.

3. I received my Bachelor of Arts in history and political science from the University of California, Los Angeles, in 2007. I then earned my Juris Doctorate from Loyola Law School in May of 2011. Upon graduating from law school, I have exclusively focused my practice on representing employees including in wage-and-hour class actions.

4. I have been practicing law since 2012. Since 2013, I have focused almost exclusively on representing employees, including in wage-and-hour class actions. During my career I have represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and I have obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter. During my career, I have represented employees in wage-and-hour class action lawsuits as lead or co-lead counsel, and I have obtained six and seven figure settlements against a range of defendants. These cases have

1 involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages,
2 unpaid wages and overtime, failure to provide meal breaks, inaccurate pay statements, and failure
3 to pay timely wages - similar to claims at issue in the present matter.

4 5. I am experienced in prosecuting employment matters, particularly class actions. In
5 addition to the present case, I am also class counsel for dozens of other putative wage-and-hour
6 class-action lawsuits pending in various state and federal jurisdictions throughout California.

7 6. My extensive experience in litigating employment wage and hour matters has been
8 integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and
9 generally negotiating fair and reasonable class action settlements. Practice in the narrow field of
10 wage and hour litigation requires skill and knowledge concerning the constantly evolving
11 substantive law (state and federal), as well as the procedural law of class action litigation. In this
12 action, I am fully equipped to use the skills and knowledge I have developed through more than a
13 decade of prosecuting and defending wage and hour class actions to fairly and adequately
14 represent the interests of the Class. Therefore, on the account of my resources, experience, and
15 knowledge, I am well qualified to act as Class Counsel and represent Plaintiffs and the putative
16 Class Members in this action.

17 7. Owing to my experience, I am well qualified to evaluate the class claims in this action,
18 to evaluate settlement v. trial and defenses raised. The following are examples of some of my
19 cases that have resulted in favorable settlements for the employee Class Members and Aggrieved
20 Employees I have represented: (a) *Bogues v. Ikes place #6*, San Diego Superior Court, Case No.
21 37-2020-00023727-CU-OE-CTL (Hon. Robert Longstreth); (b) *Garcia v. Statewide Traffic Safety*
22 *And Signs, Inc.*, Orange County Superior Court, Case No. 30-2018-01011814-CU-OE-CXC
23 (Hon. Lon F. Hurwitz); (c) *Brito v. Brothers International Desserts dba Brothers International*
24 *Desserts Inc.*, Orange County Superior Court, Case No. 30-2022-01242515-CU-OE-CXC (Hon.
25 William D. Claster); (d) *Valenzuela v. Best Express Foods, Inc.*, San Joaquin County Superior
26 Court, Case No. STK-CV-UOE-2021-4131 (Hon. Robert T. Waters); (e) *Ruem v. EMTS, Inc. et*
27 *al.*, Fresno County Superior Court, Case No. 18CECG04441 (Hon. Kimberly Gaab); (f) *Quizon v.*
28 *CF Watsonville East, LLC.*, Santa Cruz County Superior Court, Case No. 20CV01868 (Hon. Paul

1 Marigonda); (g) *Cesena v. JYM Enterprises, Inc.*, Los Angeles Superior Court, Case No.
2 21STCV27949 (Hon. Monica Bachner); (h) *In re Mobileone Wage And Hour Cases*, San Mateo
3 Superior Court, Case No. JCCP 5039 (Hon. Marie S. Weiner); (i) *Ly v. Prime Comms Retail*,
4 LLC, Sacramento County Superior Court, Case No. 34-2020-00281668 (Hon. Christopher E.
5 Krueger); (j) *Savattieri et al. v. AMI Expeditionary Healthcare et al.*, Los Angeles County
6 Superior Court, Case No. 21STCV33372 (Hon. Kenneth R. Freeman).

7 8. Attorney David Yeremian is a Managing Attorney at D.Law and counsel of record for
8 Plaintiff Geroska Gay (“Plaintiff” or “Class Representative”) on behalf of himself and similarly
9 situated employees of Defendant Premium Retail Services, LLC (“Defendant”). Mr. Yeremian is
10 licensed and admitted to practice before all courts of the State of California, the United States
11 District Court for the Central, Southern, Eastern, and Northern Districts of California, and the
12 Ninth Circuit Court of Appeals. Mr. Yeremian graduated from UC Berkeley in 1997 and received
13 his law degree and MBA from UCLA in 2001. He is a member of the Los Angeles County Bar
14 Association and the California Employment Lawyers Association. He has been honored as a
15 Super Lawyers Rising Star in 2009, 2010, 2012-2015. Mr. Yeremian has been named and
16 honored as a Super Lawyer since 2016.

17 9. Mr. Yeremian is experienced in prosecuting employment matters, particularly class
18 actions. In addition to the present case, he is also class counsel for dozens of other putative wage-
19 and-hour class-action lawsuits pending in various state and federal jurisdictions throughout
20 California.

21 10. Mr. Yeremian’s extensive experience in litigating employment wage and hour matters
22 has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case,
23 and generally negotiating fair and reasonable class action settlements. Practice in the narrow field
24 of wage and hour litigation requires skill and knowledge concerning the constantly evolving
25 substantive law (state and federal), as well as the procedural law of class action litigation. In this
26 action, Mr. Yeremian is fully equipped to use the skills and knowledge he has developed through
27 more than a decade of prosecuting and defending wage and hour class actions to fairly and
28 adequately represent the interests of the Class. Therefore, on the account of Mr. Yeremian’s

1 resources, experience, and knowledge, he is well qualified to act as Class Counsel and represent
2 Plaintiff and the putative Class Members in this action.

3 11. In the last several years Mr. Yeremian has had several contested class cases certified.
4 When necessary, we pursue cases on appeal. Owing to his experience, Mr. Yeremian is well
5 qualified to evaluate the class claims in this action, to evaluate settlement v. trial and defenses
6 raised. He has negotiated over 100 class action settlements, including many involving the same
7 issues presented in this case. A selection of cases wherein he has served as lead or co-lead class
8 counsel includes: *Galavis v. Patina Restaurant Group, LLC* (LASC BC375225; class size approx.
9 10,000; co-lead counsel); *Milford v. ADT Security Services, Inc.* (CACD CV08-2236; class size
10 approx. 2,000; lead counsel); *Carreon v. Wolfgang Puck Catering and Events, LLC* (LASC
11 BC398569; class size approx. 1,400; lead counsel); *Fluke v. RFG Oil, Inc.* (LASC BC403354;
12 class size approx. 1,400; lead counsel); *Urena v. Camachos Restaurant* (LASC BC365913; class
13 size approx. 887; lead counsel); *Smith v. Rio Rancho Pontiac GMC Buick Inc.* (LASC BC391187;
14 class size approx. 860; lead counsel); *Callela v. Dolce Group* (LASC BC364711; class size
15 approx. 600; lead counsel); *Vasquez v. The Hollywood Pig n Whistle LP* (LASC BC335075; class
16 size approx. 600; lead counsel); *Goldman v. Aorta Restaurant Operating LP* (LASC BC379688;
17 class size approx. 300; lead counsel); *Sink-Crilly v. Centex Homes* (CACD CV09-2476; class size
18 approx. 250; lead counsel); *Utley v. Cranbrook Partners Inc.* (LASC BC392813; class size
19 approx. 200; lead counsel); *Garcia v. California Credits Group* (LASC BC353213; class size
20 approx. 160; lead counsel); *Afanasyev v. Miller Infiniti, Inc.* (LASC BC350788; class size approx.
21 160; lead counsel); *Morris v. Gymboree, Inc.* (LASC BC393270; class size approx. 150; lead
22 counsel); *Ortega v. AJC Sandblasting, Inc.* (LASC BC378806; class size approx. 140; lead
23 counsel); *Lulejyan v. Jim Falk Motors of Beverly Hills, Inc.* (LASC BC398459; class size approx.
24 72; lead counsel); *Rylko v. The Griddle Café, Inc.* (LASC BC386126; class size approx. 70; lead
25 counsel); *Healy v. Siemens IT Solutions and Services, Inc.* (Santa Clara Superior Court
26 108CV113479; class size approx 60; lead counsel).

27 12. Attorney Emma Geesaman is an Associate Attorney at D.Law and counsel of record
28 for Plaintiff Geroska Gay (“Plaintiff” or “Class Representative”) on behalf of himself and

1 similarly situated employees of Defendant Premium Retail Services, LLC (“Defendant”). Ms.
2 Geesaman received her Bachelor of Arts in political science from Boston University in 2019. She
3 then earned her Juris Doctorate from Case Western Reserve University Law School in May of
4 2023. Upon graduating from law school, she has exclusively focused her practice on representing
5 employees including in wage-and-hour class actions.

6 13. For purposes of this motion, the “Class” or “Class Members” consist of all individuals
7 employed by Defendant as non-exempt, hourly employees who fall under Defendant’s
8 Representative job classification in California at any time between June 13, 2022 and September
9 26, 2024. I do not believe that I have any conflicts of interest with the Class or with the Class
10 Representatives. I am not related to the Class Representatives. I have not previously represented
11 Defendant in any matter. I respectfully submit that I, and D.Law, Inc. are well suited to act as
12 Class Counsel in this action, and we have and will continue to vigorously represent the interests
13 of the Class Members.

14 **SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

15 14. Based on Class Counsel’s knowledge and expertise in class action litigation, Class
16 Counsel believes this Settlement will provide a substantial benefit to the Class Members.

17 15. From Class Counsel’s review of the facts, strengths, and weaknesses of the case, the
18 risks and delays posed by further litigation, and Class Counsel’s own prior litigation experience,
19 Class Counsel believes that the recovery for each class member is fair, reasonable, and adequate
20 taking into consideration the amounts received in other wage and hour class actions; the risks
21 inherent in litigation of this genre, including numerous potential appellate issues; and the
22 reasonable tailoring of each Class Member’s claim to the settlement award he or she will receive.
23 Class Counsel is aware of the burdens of proof necessary to establish liability for the claims
24 asserted in the Action and the difficulties in establishing damages for Class Members. Further,
25 and based on the settlement negotiations, which were extensive and conducted in good faith and
26 at arm’s length between attorneys with substantial experience litigating class actions and wage
27 and hour cases, the Settlement Agreement was the product of a non-collusive settlement process
28 in which the Parties were forced to make significant compromises in the interest of reaching a full

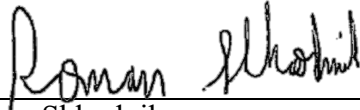
1 and complete settlement of the lawsuit.

2 **COSTS**

3 16. As of the date of the filing of the instant motion, my firm has costs of \$2,597.06. Class
4 Counsel incurred costs including, but not limited to, filing fees (e.g. complaints, case
5 management conference statements, notices), service of process, and attorney service costs for
6 court filings. The Settlement provides for reimbursement to Counsel of up to \$65,000.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct.

9 Executed this 3rd of June, 2025, at Glendale, California.

10 
11 _____
Roman Shkodnik