

Clerk of the Superior Court
By T. Automation ,Deputy Clerk

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*Attorneys for Plaintiff, the Proposed Class,
and the Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

TRICETTE DEPAUL, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

NEW VENTURE ESCROW, INC. and DOES 1
through 10, inclusive,

Defendants.

CASE NO.: 26CU008335C
CLASS ACTION

*Assigned for all purposes to the
Honorable Terrie E. Roberts, Dept. C-68*

**DECLARATION OF ALEXANDRA K.
PIAZZA IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: February 17, 2026
Trial Date: None yet set

Hearing Date: January 29, 2027
Time: 10:30 A.M.
Department: C-68

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

2 **Introduction**

3 1. I am a member in good standing of the bars of the States of California, Colorado, and
4 New Jersey, the District of Columbia, and the Commonwealth of Pennsylvania. I am counsel of
5 record, together with my colleague Olivia S. Lanctot (together, “Class Counsel”) of Berger Montague
6 PC (“Berger Montague”), for Plaintiff Tricette DePaul (“Plaintiff”), individually and on behalf of the
7 proposed Class and the Aggrieved Employees, in the above-captioned action (the “Action”).

8 2. I respectfully submit this declaration in support of Plaintiff’s Unopposed Motion for
9 Preliminary Approval of Class Action and PAGA Settlement (the “Settlement” or “Agreement”)
10 reached with Defendant New Venture Escrow, Inc. (“New Venture” or “Defendant”). Unless
11 otherwise defined, capitalized terms have the meanings given to them in the Agreement, a true and
12 correct copy of which is attached as Exhibit 1 to this declaration.

13 3. Based on my investigation of the facts, my evaluation of Defendant’s defenses, my
14 assessment of the risks and expense of continued litigation, and my analysis of the potential damages
15 recoverable in this Action, I believe that the Settlement is fair, reasonable, and adequate, and is in the
16 best interests of Plaintiff, the Class, and the Aggrieved Employees.

17 4. I have no knowledge of the existence of any conflict of interest between Class Counsel
18 and the Plaintiff, on the one hand, and any Class Member, on the other hand.

19 **Class Counsel’s Background and Experience**

20 5. I am a Shareholder at Berger Montague in the Firm’s Employment Law & Unpaid
21 Wages Department. I have dedicated my career to representing workers throughout the country in
22 complex class and collective actions arising under federal and state laws. I have extensive experience
23 in all aspects of litigation, mediation, arbitration, and settlement, and have been appointed class
24 counsel in dozens of actions nationwide. In 2021, 2023, and 2026, I was named in the *Best Lawyers*
25 list of “Ones to Watch.” In 2022 and 2023, I was named a “Rising Star”, and in 2025, I was named a
26 “Super Lawyer” by Thomson Reuters. And, I was just recently listed by Lawdragon as one of the top
27 500 Leading Civil Rights & Plaintiff Employment Lawyers for 2026.

1 6. Berger Montague concentrates its practice in complex civil litigation and class action
2 litigation in federal and state courts and is one of the premier litigation law firms in America. Attached
3 hereto as Exhibit 2 is a copy of our Firm’s resume.

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

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

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

1 10. Berger Montague has also been appointed class counsel in numerous class and
2 collective action settlements securing unpaid wages under the FLSA and state wage and hour laws.
3 *See, e.g., Hamilton v. Amazon.com, Inc.*, (Cal. Super. Ct. Yolo Cnty. No. CV2026-0814, Sept. 16,
4 2026) (confirming Berger Montague and Class Counsel here as class counsel in class and collective
5 action settlement); *Curran, et al., v. Advanced Carrier Servs, LLC, et al.* (Yolo Super. Ct., No.
6 CV2024-0847) (appointing Berger Montague and Class Counsel here as class counsel in hybrid class,
7 collective, and representative action settlement); *Pipich v. O'Reilly Auto Enters., LLC* (S.D. Cal. June
8 7, 2024, No. 3:21-CV-01120-AHG) 2024 WL 2885342, at *7 (appointing Berger Montague and co-
9 counsel as class counsel in hybrid class and representative action settlement and noting counsel
10 provided “declarations to the Court to show that they have significant experience in employment
11 litigation generally, and wage and hour and employment-related class action litigation specifically”);
12 *Easterday v. USPack Logistics LLC* (D.N.J. July 6, 2023, No. 1:15-cv-07559-RBK-AMD) 2023 WL
13 4398491, at *4 (appointing Berger Montague and co-counsel as class counsel in wage and hour
14 settlement, and holding the firms have “extensive expertise in wage and hour class actions”); *Cherry*
15 *v. Baptist Mem. Health. Care Corp.* (W.D. Tenn. May 5, 2023, No. 2:22-cv-2179) Dkt. No. 40
16 (approving collective action settlement and noting “[t]he Plaintiffs’ attorneys are members of a highly
17 regarded employment law firm with extensive experience in negotiating and litigating Fair Labor
18 Standards Act cases”); *Mejias v. Goya Foods, Inc.* (D.N.J. Mar. 25, 2025, No 2:20-cv-12365-JRA)
19 slip op. at ¶ 6 (appointing Berger Montague as Class Counsel in wage and hour settlement); *Anstead,*
20 *et al. v. Ascension Health, et al.* (N.D. Fla. Mar. 27, 2023, No. 3:22-cv-2553-MCR-HTC); *Oshikoya,*
21 *et al. v. Leidos Health, LLC* (S.D. Ind. July 10, 2019, No. 1:17-cv-3237-RLM-DM); *Scolaro v.*
22 *RightSourcing, Inc.* (C.D. Cal. June 26, 2017, No. 8:16-cv-01083); *Grimsley v. Environmental*
23 *Management Specialists* (S.D. Ohio Mar. 29, 2017, No. 2:15-cv-2371); *Dunkel v. Warrior Energy*
24 *Services, Inc.* (W.D. Pa. Apr. 18, 2016, No. 2:13-cv- 695-MRH); *Ciamillo v. Baker Hughes Inc.* (D.
25 Alaska June 22, 2015, No. 3:14-cv-00081-RRB).

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1 arm's-length settlement negotiations, ultimately leading the Parties to agree to resolve this matter on
2 the terms set forth in the Agreement.

3 15. The material terms of the Settlement are set forth in the Agreement and summarized
4 in the accompanying Memorandum of Points and Authorities. In brief, New Venture has agreed to
5 pay a non-reversionary Gross Settlement Amount of \$225,000, from which the Settlement will pay
6 Individual Class Payments to the 37 Class Members (who collectively worked 5,174 Workweeks
7 during the Class Period), Individual PAGA Payments and the LWDA's share of \$11,250 in PAGA
8 Penalties, a Class Representative Service Payment of up to \$10,000 to Plaintiff, and Class Counsel's
9 attorneys' fees (up to one-third of the Gross Settlement Amount, currently estimated at \$75,000) and
10 litigation expenses (up to \$12,000), all subject to Court approval. Of the \$11,250 in PAGA Penalties,
11 65% (\$7,312.50) will be paid to the LWDA and 35% (\$3,937.50) will be distributed to Aggrieved
12 Employees as Individual PAGA Payments. After these deductions, I estimate the Net Settlement
13 Amount available for distribution to Participating Class Members at approximately \$116,750. The
14 Gross Settlement Amount is also subject to an escalator: should the Class collectively have worked
15 more than 5,174 Workweeks during the Class Period, the Gross Settlement Amount increases at a
16 rate of \$43.49 per additional Workweek.

17 16. The Parties have selected Simpluris, Inc. ("Simpluris") as the neutral Settlement
18 Administrator. Under the Agreement, Simpluris is bound to perform its administrative duties as a
19 fiduciary, and New Venture will pay the Settlement Administration Expenses separately, such that
20 those expenses are not deducted from the Gross Settlement Amount. Based on my experience working
21 with settlement administrators in comparable wage-and-hour matters, I believe Simpluris is well
22 qualified to administer the Settlement.

23 17. Concurrently with the filing of this Motion, Class Counsel will submit a copy of the
24 proposed Settlement to the LWDA, as required by Labor Code section 2699, subdivision (l)(2).

25 18. Class Counsel is familiar with the strengths and weaknesses of the claims and defenses
26 at issue. While Plaintiff believes the case is strong, the outcome of continued litigation is far from
27 certain. Even a favorable judgment at trial could be delayed by any appeal, could yield no more —
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1 and potentially less — relief than the Settlement provides, and would depend on Plaintiff and the
2 Class prevailing on complex, hotly contested factual and legal issues as to both liability and damages.
3 The likely risk, complexity, delay, and expense of continued litigation are clearly outweighed by the
4 substantial and immediate relief the Settlement provides.

5 19. Misclassification claims like those at issue here frequently turn on individualized
6 questions concerning each employee’s actual day-to-day duties, which can complicate class
7 certification and would likely require extensive individualized proof at trial. Absent settlement,
8 litigating these claims would require substantial additional discovery, including depositions of
9 Defendant’s managers and Escrow Officers, expert analysis of the exempt/non-exempt classification,
10 and briefing on class certification and summary judgment. Plaintiff’s derivative claims for wage-
11 statement penalties, waiting-time penalties, and unreimbursed business expenses all depend on the
12 success of the underlying overtime and meal-and-rest-period claims, and would rise or fall with those
13 claims.

14 20. Shortly after Plaintiff served the PAGA Notice, New Venture began distributing
15 arbitration agreements to putative Class Members. New Venture has indicated that it intends to move
16 to compel arbitration of the individual claims of any Class Member who signed such an agreement.
17 While I believe these arbitration agreements are unenforceable and would have vigorously contested
18 any motion to compel, litigating that issue — including any interlocutory appeal — would have
19 introduced substantial additional delay, expense, and uncertainty into this Action.

20 21. Based on my investigation of the facts, my evaluation of Defendant’s defenses, and
21 my assessment of these risks, I am confident that the Settlement is fair, reasonable, and adequate, and
22 that it achieves the central objective of this litigation: prompt, certain, and substantial monetary relief
23 for the Settlement Class Members and Aggrieved Employees, paid automatically and without the
24 need to submit a claim form, rather than speculative relief that might be obtained only after additional
25 years of litigation and possible appeal.

26 22. The Parties have spent considerable time negotiating and drafting the Agreement,
27 which ensures that all Class Members receive notice of the Settlement and its terms. Class Counsel
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1 will continue to perform the additional work necessary to bring the Settlement to a conclusion,
2 including overseeing its administration.

3 **Damages Analysis**

4 23. Based on my review of Defendant's representative pay data and personnel records
5 produced during the informal discovery described above, I calculated Plaintiff's and the Class's total
6 potential exposure for unpaid overtime damages at approximately \$477,870.00. This maximum
7 unpaid-overtime exposure estimate included the assumptions most favorable to Plaintiff, specifically
8 an average of five hours of unpaid overtime per employee per week across 80% of workweeks with
9 an average overtime premium of \$23.09. Plaintiff's and the Class's wage damages also include meal-
10 and rest-period premiums, unreimbursed business expenses, wage-statement penalties, and waiting-
11 time penalties, each of which rises or falls with the underlying misclassification claim.

12 24. Additional recovery could be layered on top of that wage-damages figure if Plaintiff
13 prevailed on the underlying wage claims: the PAGA civil penalties alleged here are derivative of the
14 same wage violations; the UCL claims would extend the recovery period by a fourth year; and
15 Plaintiff could recover prejudgment interest at 7% per annum on the unpaid wages. Taking those
16 additive assumptions together with the wage damages, I calculated that the maximum potential
17 recovery could exceed \$2 million.

18 25. I substantially discounted this maximum-exposure estimate to account for the
19 significant litigation risks described above, including: the risk that New Venture's exemption defense
20 would defeat the overtime, meal-and-rest, and derivative claims in their entirety; the risk that the
21 Court would deny class certification given the individualized nature of the exemption inquiry; the
22 absence of contemporaneous timekeeping records for employees classified as exempt, which would
23 complicate proof of the frequency of any missed meal and rest periods; the risk posed by the
24 arbitration agreements described above; and the risk that Plaintiff's derivative wage-statement and
25 waiting-time claims would fail along with the underlying substantive violations. Measured against
26 these estimates, the \$225,000 Gross Settlement Amount represents approximately 47% of my
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1 estimate of the maximum unpaid overtime exposure and approximately 11.25% of the maximum
2 potential recovery on all claims described above.

3 26. The maximum civil penalties theoretically recoverable under PAGA are derivative of,
4 and premised upon, the same alleged Labor Code violations underlying the Class claims.
5 Accordingly, the same litigation risks discussed above — including New Venture’s exemption
6 defense, the arbitration agreements, and the proof difficulties inherent in establishing violation
7 frequency — apply with equal or greater force to the PAGA claim.

8 **The Proposed Fees And Costs Are Reasonable**

9 27. Class Counsel requests approval of attorneys’ fees in this matter in the amount of one-
10 third (1/3) of the Gross Settlement Amount, plus out of pocket expenses not to exceed \$12,000.

11 28. Class Counsel agreed to represent Plaintiff on a contingency fee basis and has spent
12 time and expended significant costs to prosecute this action, with no guarantee of recovery. Class
13 Counsel advanced all costs and, as the fee agreements provide, had there been no recovery, Class
14 Counsel would not have been paid a fee or reimbursement of their expenses. This arrangement was
15 important and meaningful, as many workers, including Plaintiff, could not otherwise afford to retain
16 counsel at fixed hourly rates. Defendant is represented by competent and well resourced labor and
17 employment counsel. The contingency arrangement permits a more even playing field than would
18 otherwise be possible.

19 29. The risks Class Counsel undertook were real, and the resources that Class Counsel have
20 dedicated to this action meant that such resources were not available to other cases. The contingency
21 arrangement requires Class Counsel to bear a significant portion of the risk of loss to the attorneys
22 who take the case. This is unlike the arrangements that are generally made for employers like
23 Defendant, who pay their attorneys regardless of whether they win or lose.

24 30. At final approval, Class Counsel will submit a further declaration setting forth its
25 lodestar and an itemization of costs incurred, in support of its request for approval of the Class
26 Counsel Fees Payment and Class Counsel Litigation Expenses Payment described in the Agreement.

1 **The Class Representative Service Payment Is Reasonable**

2 31. Plaintiff seeks Court approval of modest additional payments for her efforts and
3 initiative in bringing and helping to prosecute this Action and in exchange for her broader general
4 release of claims in favor of Defendant.

5 32. Plaintiff assumed great risk by challenging Defendant's wage-and-hour policies and
6 bringing suit against Defendant. Plaintiff spent time apprising herself of her rights, deciding whether
7 remedial action should be taken and how it should be taken, searching for attorneys, and contacting
8 Class Counsel, with whom she spent many hours discussing her case, the applicable law, and
9 preparing for the mediation. In the end, Plaintiff decided to vindicate not only her own rights but also
10 those of her fellow employees by filing this class and representative action.

11 33. Plaintiff has devoted a substantial amount of time to helping Class Counsel effectively
12 develop and prosecute this Action at every stage of the litigation. Plaintiff conferred with Class
13 Counsel on numerous occasions to discuss the case; provided information about Defendant and its
14 wage-and-hour practices; reviewed documents; produced documents; took the time to apprise herself
15 of the facts, issues, and law regarding the claims at issue, spent time with Class Counsel discussing
16 the terms of the Settlement and reviewing and executing the Settlement Agreement.

17 34. California trial courts routinely approve enhancement payments to class
18 representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Fin.*
19 *Corp.* (San Diego Super. Ct. 2005, No. GIC840981) (\$35,000); *Hogue v. WH Smith of Nevada, Inc.*
20 (San Diego Super. Ct. 2004, No. GIC830653) (\$20,000); *Fiez v. Brown Group Retail Inc., d.b.a.*
21 *Famous Footwear* (Orange Super. Ct. 2003, No. 01CC00381) (\$35,000 to current employee of
22 defendant and \$20,000 to former employee); *Barry v. Cost Plus, Inc.* (Orange Super. Ct. 2003, No.
23 01CC00380) (\$35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (Orange Super.
24 Ct. 2003, No. 01CC00324) (\$25,000 each for two named plaintiffs); *Franco v. Vans, Inc.* (Orange
25 Super. Ct. 2002, No. 01CC03995) (\$35,000 for each named plaintiff); *Crandall v. U-Haul Corp.*
26 (L.A. Super. Ct. 2001, No. BC 178775) (\$20,000 for each named plaintiff); *Joel v. Athlete's Foot*
27 *Grp.* (L.A. Super. Ct. 2001, No. BC 234231) (\$25,000).

35. Plaintiff's initiative in bringing this lawsuit and her efforts as Class Representative have helped secure a significant benefit for the Settlement Class Members. Plaintiff requested an enhancement award of \$10,000.00.

36. Plaintiff has diligently, adequately, and fairly represented Class Members. In light of the foregoing, Class Counsel believes the additional payment in the amount of \$10,000.00 to Plaintiff is fair and reasonable.

37. Class Counsel respectfully requests that the Court enter an Order granting Plaintiff's Unopposed Motion for Preliminary Approval of the Class Action and PAGA Settlement.

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

Dated: September 23, 2026

Alexandra K. Piazza