

1 **JUSTICE FOR WORKERS, P.C.**

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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

11 LAN THANH LUU, an individual and on
12 behalf of all others similarly situated;

13 Plaintiff,

14 vs.

15 GARDEN GROVE SUPERSTORE INC., a
16 California corporation; TRAN'S GROUP,
INC., a California corporation; EL MONTE
17 SUPERSTORE INC., a California corporation;
SHUN FAT SUPERMARKET INC., a
18 California corporation; WESTMINSTER
SUPERSTORE, LLC, a California limited
19 liability company; SF SAN DIEGO INC., a
20 California corporation; SAN PABLO
SUPERMARKET, INC., a California
21 corporation; STOCKTON SUPERMARKET,
INC., a California corporation; SF
22 SUPERMARKET FRESNO, INC., a
California corporation; SF SUPERMARKET,
23 Inc., a California corporation; and DOES 1
24 through 50,

25 Defendants.

Case No.: 30-2023-01351037-CU-OE-CXC

[Assigned for All Purposes to:
Hon. David Hoffer, Dept. CX103

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
ATTORNEY'S FEES AND COSTS, AND
SERVICE AWARD**

(Filed Concurrently with Motion for Approval
of PAGA Settlement, Supporting
Declarations, and [Proposed] Judgment and
Order)

DATE: November 30, 2026

TIME: 1:30 p.m.

DEPT: CX103

Reservation ID: 74957928

Action Filed: September 25, 2023

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff LAN THANH LUU (“Plaintiff”) in this action. I am lead
5 counsel for Plaintiff in this case and I have personal knowledge of the matters stated herein and if
6 called and sworn as a witness, I would and could competently testify under oath thereto.’

7 **ATTORNEY QUALIFICATIONS**

8 2. My qualifications are as follow: I received my J.D. from the University of Southern
9 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
10 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
11 *VII: A Case for Redefining “Because of Sex” to Include Gender Stereotypes, Sexual Orientation,*
12 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
13 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
14 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
15 of JM Eagle; and participated in the law school’s Employer Legal Advice Clinic.

16 3. After passing the California Bar in December 2011, I began practicing management-
17 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I
18 began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and
19 PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of
20 Lewis Brisbois’ Wage & Hour Class Action Practice Group. In November 2020, I was elevated as
21 the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the
22 youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity
23 partner, becoming one of the youngest equity partners and the third Asian-American equity partner
24 in the history of this 1,500-attorney firm.

25 4. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its
26 Complex Litigation Practice Group where I focus my practice on representing employees in wage
27 and hour class and PAGA action lawsuits.

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1 5. In my current practice at JFW, I serve as the lead plaintiff's counsel on over 100
2 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 70
3 other class and/or PAGA actions at mediation. The following are cases in which I have received
4 final approval of class action settlement and I was appointed as class counsel: *Doris Nathan v. The*
5 *Muller Company, LLC*, Los Angeles Superior Court Case No. 23STCV24395, final approval of
6 class/PAGA settlement granted on April 30, 2026; *Darcy Nuber v. Fever Labs, Inc.*, Los Angeles
7 Superior Court, Case No. 23STCV21796, final approval of class/PAGA settlement granted on
8 March 30, 2026; *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No.
9 23STCV22743, final approval of class/PAGA settlement granted on February 11, 2026; *Andrew*
10 *Carmona v. Western Holdings Group dba Los Angeles Property Management Group*, Los Angeles
11 Superior Court, Case No. 23STCV24028, final approval of class/PAGA settlement granted on
12 January 29, 2026; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior
13 Court, Case No. 23STCV23713, final approval of class/PAGA settlement granted on January 28,
14 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No.
15 23STCV21120, final approval of class/PAGA settlement granted on January 22, 2026; *Amourafina*
16 *Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final
17 approval of class/PAGA settlement granted on January 9, 2026; *Shayne Werber v. Teleferic*
18 *Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final approval of class/PAGA
19 settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San
20 Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA
21 settlement granted on December 5, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los
22 Angeles Superior Court Case No. 23STCV26247, final approval of class/PAGA settlement granted
23 on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County
24 Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on
25 October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No.
26 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado*
27 *v. United Markets*, Marin County Superior Court Case No. CV0001169, final approval of
28 class/PAGA settlement granted on August 29, 2025; *Mushfiquir Chowdhury v. CWT US, LLC*, Los

1 Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA settlement granted
2 on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case
3 No. 24STCV04118, final approval of class/PAGA settlement granted on August 19, 2025; *Alexis*
4 *Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No.
5 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman*
6 *v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of
7 class/PAGA settlement granted on June 25, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito
8 Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on May 7,
9 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-
10 0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan Hinojos Campos v.*
11 *Applied Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067, final approval of
12 class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*,
13 Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA settlement granted
14 on December 18, 2024.

15 6. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her
16 entire legal career. Ms. Luu handled a number of wage and hour matters, including individual
17 actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her
18 J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick
19 J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the
20 next 3 years representing employers in wage and hour class and/or PAGA actions, including at
21 Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined
22 JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice
23 on representing employees in wage and hour class and PAGA action lawsuits. Ms. Luu has been
24 appointed as class counsel in all of the class settlements referenced in Paragraph 4 above.

25 7. Joseph C. Ramli, Esq.'s primary practice has been employment law throughout his
26 entire legal career. Mr. Ramli received his J.D. from the Pepperdine University Rick J. Caruso
27 School of Law in 2021. Shortly after passing the California State Bar, Mr. Ramli practiced as a
28 labor and employment associate starting in March 2022 representing employers in wage and hour

1 class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and O'Hagan Meyer
2 LLP. In January 2025, Mr. Ramli joined JFW and as an associate in the Complex Litigation Practice
3 Group, where he focuses his practice on representing employees in wage and hour class and PAGA
4 action lawsuits.

5 8. As counsel for Plaintiff and Aggrieved Employees, I have been intimately
6 involved in this case since its inception and I believe that the proposed PAGA settlement is a fair
7 and equitable result for Aggrieved Employees and the State. Enclosed as **Exhibit 1** is a true and
8 correct copy of the parties' fully executed PAGA Settlement Agreement (the "Settlement" or
9 "Agreement"). The proposed explanatory letter regarding the Settlement to be mailed to Aggrieved
10 Employees along with their settlement checks is attached to the Agreement as **Exhibit A**.

11 **SUMMARY OF THE LITIGATION AND SETTLEMENT**

12 9. Defendants own, operate, or otherwise manage a chain of supermarkets catering to
13 the Asian American community under the brand name Shun Fat Supermarket and SF Supermarket.

14 10. On August 18, 2023, Plaintiff submitted the LWDA Letter of alleged Labor Code
15 violations to Defendants and the California Labor and Workforce Development Agency (the
16 "LWDA"). On September 25, 2023, Plaintiff submitted the Amended LWDA Letter to Defendants
17 and the LWDA. Enclosed as **Exhibit 2** is a true and correct copy of the LWDA Letter. Enclosed as
18 **Exhibit 3** is a true and correct copy of the Amended LWDA Letter. Plaintiff's administrative
19 exhaustion period expired without the LWDA indicating its intent to investigate the allegations.

20 11. On the same day, September 25, 2023, Plaintiff filed a Class Action Complaint
21 alleging causes of action for (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3)
22 Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting
23 Time Penalties; (7) Failure to Reimburse Necessary Business Expenses; (8) Unlawful Deductions;
24 (9) Unfair Competition; and (10) Failure to Permit Inspection of Employment Records.

25 12. On October 23, 2023, Plaintiff filed the operative First Amended Complaint ("FAC")
26 adding a cause of action for Civil Penalties Under the California Private Attorneys General Act
27 ("PAGA"). Enclosed as **Exhibit 4** is a true and correct copy of the FAC, which has been uploaded
28 to the LWDA in compliance with PAGA.

1 13. Thereafter, the Parties stipulated to arbitration of Plaintiff's individual claims,
2 dismiss class claims, and to stay representative PAGA claims, which the Court granted on January
3 16, 2024. On May 8, 2024, Plaintiff filed a Demand for Arbitration with AAA. During the course of
4 the arbitration proceedings, the Parties agreed to mediate on a PAGA representative basis.

5 14. Prior to mediation, the Parties engaged in informal discovery which allowed the
6 Parties to meaningfully mediate this matter. Specifically, Defendants produced: (1) a PAGA list
7 with Aggrieved Employees' dates of employment, rate of pay, location worked, and the total
8 number of pay periods worked; (2) a 25% sampling of employee time and payroll records; (3)
9 Defendants' relevant policies and procedures; and (4) Plaintiff's personnel records and wage
10 statements.

11 15. Plaintiff's counsel, with the assistance of a retained expert data analyst, analyzed and
12 reviewed the documents regarding Defendants' wage and hour policies and practices, the Aggrieved
13 Employees' time and pay records, and other information provided by Defendants and Plaintiff.
14 Plaintiff's counsel was able to evaluate the probability of success on the merits and Defendants'
15 maximum and risk-adjusted monetary exposure and prepare a damage analysis prior to mediation.
16 The time and pay records of all Aggrieved Employees allowed Plaintiff's counsel and their expert to
17 prepare an analysis with a high degree of certainty. In conjunction with their extensive factual
18 investigation, Plaintiff's counsel also investigated the applicable law regarding the claims and
19 defenses asserted in the litigation.

20 16. On May 13, 2026, the Parties participated in private mediation before Gail Glick,
21 Esq., an experienced, neutral, employment law mediator. The settlement negotiations were at arm's
22 length and, although conducted in a professional manner, were adversarial. The Parties went into
23 the mediation willing to explore the potential for a settlement of the dispute, but each side was also
24 prepared to litigate their position through trial and appeal if a settlement had not been reached. After
25 extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims
26 and Defendants' defenses, the Parties reached a settlement of this Action at mediation. The Parties
27 recognized that the issues presented in the Action are likely only to be resolved with extensive and
28 costly pretrial and trial proceedings, and that further litigation will lead to inconvenience,

1 distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation.
2 Plaintiff and Plaintiff's counsel considered the risk and uncertainty of the outcome inherent in any
3 litigation when determining whether this Settlement was the correct option.

4 17. Defendants did not exercise an option under the Escalator Clause to shorten the
5 PAGA Period by June 15, 2026; accordingly, the PAGA Period shall end on May 18, 2026 as
6 agreed upon.

7 18. Plaintiff's litigation costs are approximately \$15,175.53, including estimated future
8 costs in filing this Motion and supporting papers (\$77.97), supplemental filings for this Motion
9 (\$16.17), and filing of the Settlement Administrator's declaration of compliance re settlement
10 administration (\$16.17). Enclosed as **Exhibit 5** is a true and correct itemized list of costs incurred to
11 date and estimated future costs and includes Plaintiff's mediation invoice and expert data analyst
12 invoice.

13 19. The Parties jointly selected Phoenix Settlement Administrator as the neutral entity to
14 administer this Settlement based on its bid of \$10,500.00.

15 20. The amount estimated in the Net Settlement Amount for the LWDA payment and the
16 Aggrieved Employee payment is \$213,769.70. Accordingly, approximately \$124,981.12 (25% of
17 the Net Settlement Amount) will be paid to the estimated 1,316 Aggrieved Employees on a pro-rata
18 basis based on the number of pay periods each Aggrieved Employee worked during the PAGA
19 Period, and the raw average payment to Aggrieved Employees is estimated at \$94.97, with the
20 highest payment estimated at \$193.23 and the lowest payment estimated at \$2.03.

21 **THE SETTLEMENT WARRANTS APPROVAL**

22 21. Plaintiff's counsel has conducted a thorough investigation into the facts of this case.
23 Based on the foregoing discovery and on their own independent investigation and evaluation,
24 Plaintiff's counsel is of the opinion that the Settlement is fair, reasonable, and adequate.
25 Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk,
26 appellate risk, the defenses that could be asserted by Defendants on the merits, the Settlement is in
27 the best interests of the Aggrieved Employees and the State. The Settlement avoids the risks,
28 burdens, and the accompanying expense of further litigation. Although the Parties have engaged in

1 a significant amount of investigation, informal discovery, and employee data analysis, they have not
2 participated in substantial formal discovery procedures, including depositions and expert discovery.
3 Moreover, preparation for trial would remain for the Parties, as well as the prospect of appeals in
4 the wake of any summary judgment ruling. As a result, the Parties would incur considerably more
5 attorneys' fees and costs through trial.

6 22. Based on Plaintiff's counsel's analysis of the time and payroll records provided by
7 Defendants and on information from Plaintiff, Plaintiff's counsel evaluated Defendants' maximum
8 and risk-adjusted potential exposure. Based on Defendants' disclosures, there were approximately
9 141 Aggrieved Employees who collectively worked approximately 61,447 pay periods. Plaintiff's
10 counsel's damages valuation utilizes the initial violation rate penalty of \$100 in analyzing PAGA
11 penalties because, based on Plaintiff's counsel's investigation, Defendants have not been subject to
12 any prior court judgments or Labor Commissioner order placing it on notice of any violation
13 pertaining to the claims Plaintiff asserted and the heightened subsequent violation penalty does not
14 apply.

15 23. Unpaid Wages. Plaintiff alleged that she did not receive full wages for the first week
16 when she underwent training because Defendants would only pay Plaintiff once she learned to do
17 the job and not while she was a trainee. Based on Plaintiff's counsel's analysis of the PAGA list,
18 Defendants hired 1,112 employees after the start of the PAGA period. Thus, Defendants' PAGA
19 penalties is calculated based on 1,112 pay periods and is estimated at \$112,200.00. In respond,
20 Defendants vigorously contested liability and argued that they paid employees, including Plaintiff,
21 for all hours worked, including the time they spent in training.

22 24. Meal Period Violations. Plaintiff alleged that she did not receive any meal breaks
23 despite regularly working more than 5 hours in a shift. Plaintiff's counsel and his expert analyzed
24 the 25% sampling of time and payroll records and found 9.45% of pay periods had one or more
25 meal period violations. At a 9.45% violation rate and extrapolated to 61,447 pay periods, PAGA
26 penalties for meal period violations are \$580,674.15. In response, Defendants countered that they
27 have maintained compliant meal period policies and practices throughout the PAGA Period and
28 always provided compliant meal periods in line with those policies.

1 25. Rest Period Violations. Plaintiff contended that her rest periods were sometimes
2 interrupted by customers, resulting in rest break violations. Any rest period violations would not be
3 reflected in the time or payroll records. Estimating that Aggrieved Employees experienced rest
4 period violations during approximately 10% of pay periods and extrapolated to 61,447 pay periods,
5 PAGA penalties for rest period violations are \$614,470.00. In response, Defendants countered that
6 they have maintained compliant rest period policies and practices throughout the PAGA Period and
7 always provided compliant rest periods in line with those policies.

8 26. Derivative Wage Statement and Waiting Time Violations. Plaintiff alleged that, as a
9 result of the aforementioned wage violations, Defendants failed to furnish Aggrieved Employees
10 with accurate itemized wage statements in violation of Labor Code § 226(a). Estimating a 20%
11 violation rate by pay period, and at \$100 initial violation rate penalty per pay period, PAGA
12 penalties are estimated at \$1,228,940.00. Plaintiff alleged that, as a result of the aforementioned
13 wage violations, Defendants failed to pay all wages due to formerly employed Aggrieved
14 employees upon their separation of employment in violation of Labor Code §§ 201 and 202. At
15 \$100 per former employee for 676 former employees, PAGA penalties are estimated to be
16 \$67,600.00. In response, Defendants pointed to their substantive defenses on regular rate, off-the-
17 clock work, and meal/rest period claims to argue that these derivative claims will fail with the
18 underlying claims.

19 27. Failure to Reimburse Business Expenses. Plaintiff alleged that, as a cashier, she had
20 to purchase her own counterfeit detector pens because her wages were deducted when she
21 accidentally accepted counterfeit currency. Based on the PAGA list, approximately 25.47% of pay
22 periods belonged to employees in the cashier position. Extrapolated to 61,447 pay periods, PAGA
23 penalties for reimbursement violations are approximately \$1,565,055.09. In response, Defendants
24 vigorously contests the allegation that they deducted wages from employees when they accepted
25 counterfeit currency, and argued that they have procedures in place to address counterfeit currency
26 and did not require employees to purchase any detector pens.

27 28. Claims for Which No Value Are Assigned. Plaintiff's counsel evaluated and
28 investigated the following theories and did not assign any value. First, Plaintiff's counsel did not

1 find any instances of wage deductions in the payroll records, and in any event, the wage deduction
2 theory is subsumed under the reimbursement theory which has been valued fully. Second, no
3 penalties are assigned to Labor Code §§ 204 and 1174 violations because said claim is purely
4 derivative of underlying claims and Plaintiff assigned derivative valuation to Labor Code § 226
5 violations. Finally, no penalties are assigned to the failure to inspect personnel records claim as
6 penalties are probably limited to \$100 per violation which will probably *de minimis* compared to the
7 other theories valued above.

8 29. Maximum Exposure and Realistic Recovery. Based on the foregoing, Plaintiff's
9 counsel estimates Defendants' maximum exposure for PAGA penalties to be approximately
10 \$4,168,939.24, and the Gross Settlement Amount is approximately 18.20% of Defendants'
11 maximum exposure. However, PAGA penalties are subject to discretionary reduction by this Court.
12 Here, Defendants argued that based on their compliant policies and practices and their defenses on
13 Plaintiff's theories of liability on the merits, the Court will significantly reduce any award of PAGA
14 penalties based on its good-faith compliance with the Labor Code.

15 30. Considering Defendants' defenses on the merits and the potential for the Court to
16 reduce a PAGA penalty award, Plaintiff's counsel believes there is a 70% risk factor that the Court
17 will find some of the claims in Defendants' favor and/or exercise its discretion to reduce the PAGA
18 penalty award. Accordingly, applying a 70% discount to the maximum penalty exposure, Plaintiff's
19 counsel believes the realistic recovery at trial on these claims to be \$1,250,681.77. The \$758,000.00
20 settlement is an excellent result and amounts to "genuine and meaningful" relief "consistent with
21 the underlying purpose of the statute to benefit the public" as it represents approximately 60.61% of
22 Plaintiff's realistic recovery.

23 **THE REQUESTED ATTORNEYS' FEES AND COST AWARD SHOULD BE APPROVED**

24 31. This Settlement is beneficial in that it limits the risk of continued expenses and
25 consumption of time, energy, and resources facing Defendants while at the same time rewarding
26 Plaintiff's counsel for their decision to assume risk by taking on this matter. In fact, prosecution of
27 this action involved significant financial risk for Plaintiff's counsel. Plaintiff's counsel undertook
28 this matter solely on a contingent basis, with no guarantee of recovery. Once Plaintiff's counsel

1 undertook this litigation on behalf of the Aggrieved Employees, they committed to pursue it to its
2 conclusion, placing their fiduciary duty to the Aggrieved Employees ahead of all other concerns.

3 32. As of the filing of this Motion, Justice for Workers, P.C. incurred a total lodestar of
4 \$110,335.00 for 145.5 hours worked by attorneys successfully litigating this matter, which
5 represents a 2.06 lodestar multiplier. I have reviewed my firm's lodestar and attorney time and task
6 logs in this matter and believe the charges are reasonable and were reasonably necessary to the
7 conduct of the case. Enclosed as **Exhibit 6** are true and correct copies of Time and Task Logs for
8 William Sung and Tiffany Luu.

9 33. The work conducted include, but are not limited to: meetings with the Plaintiff and
10 review of documents provided by her; legal research and investigation regarding the Defendants'
11 practices at various points in the litigation; in-depth research and investigation into Defendants'
12 corporate structure and prior litigation history; preparation and submission of Plaintiff's PAGA
13 letters; preparation of the Complaints and case management conferences; analyzing Plaintiff's
14 arbitration agreement and stipulation to arbitrate; preparation of Demand for Arbitration; research
15 and preparation of arbitrator strike list; research and draft Motion to Vacate Arbitration Order,
16 analyze Defendants' opposition brief, draft reply brief, and prepare for and attend hearing; research
17 and draft Motion to Stay Arbitration Pending California Supreme Court appeals, analyze
18 Defendants' opposition brief, draft reply brief, and prepare for and attend hearing; extensive meet
19 and confer correspondence and discussions with Defendants' counsel regarding case management,
20 mediation, and informal discovery for mediation; analysis of the informal discovery production and
21 preparation of a damages model with the aid of an expert data analyst; research and preparation of
22 Plaintiff's mediation brief and participation in mediation; drafting, negotiating, and reviewing
23 multiple drafts of the Agreement and attachments thereto; preparation, finalization, and filing of the
24 motion for approval and accompanying filings; anticipated preparation for and attendance at the
25 hearing on motion for approval; anticipated monitoring approval of the Settlement and requested
26 award; anticipated overseeing the administration process and distribution of funds; and
27 communications with Plaintiff regarding the case.

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34. In assessing the reasonableness of the billing rates for the attorneys at Justice for Workers, P.C., I referred to the “Laffey Matrix” to set our hourly billing rates. *See* <http://www.laffeymatrix.com/>. The Laffey Matrix is a fee schedule used by many courts throughout the United States, including some California state courts and California Federal District Courts. The Laffey Matrix is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. (*See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755, 2017 WL 4330597, at *4 reversed on other grounds.) My associates and I at Justice for Workers, P.C. have extension experience providing class action services, both as defense attorneys and now as plaintiff’s attorneys. When comparing the billing rates for attorneys at my firm with the Laffey Matrix, my associates and I bill **below** the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15 th Year Attorney)	\$948	\$900	86.6	\$77,940.00
Tiffany L. Luu (6 th Year Attorney)	\$581	\$550	58.90	\$32,395.00

35. Additionally, Plaintiff’s counsel estimate they will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These additional hours will include time spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding the case.

36. Plaintiff seeks an enhancement award of \$5,000.00 and I submit that this request is reasonable given Plaintiff’s efforts in this case and the risks Plaintiff undertook on behalf of the State and Aggrieved Employees. As a result of Plaintiff’s efforts, she has helped the State recover over \$374,943.35 in civil penalties and 1,316 Aggrieved Employees recover on average \$94.97 in civil penalties per person.

1 37. On September 16, 2026, I served the LWDA via filing through its online portal at
2 <https://dir.govfa.net/432> (Proposed Settlement of PAGA Case) with a copy of the fully executed
3 Agreement, Motion for Approval of PAGA Settlement, the Declarations of William C. Sung, Jodey
4 Lawrence, and Lan Thanh Luu, and the Proposed Judgment and Order. Enclosed as **Exhibit 7** is a
5 true and correct copy of the LWDA's filing confirmation.

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

8 Executed on September 16, 2026 at Los Angeles, California.

9
10 

11 _____
William C. Sung