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DANIEL RUIZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DANIEL RUIZ, Individually and on Behalf of All Others Similarly Situated, and as an Aggrieved Employee,

Plaintiff,

vs.

DCCCA1, INC. D/B/A DOPPLEMAYR CABLE CAR, a California Corporation,

Defendant.

Case No. 23CV040128
COMPLEX CASE (CLASS ACTION)

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Somnath Raj Chatterjee
Dept: 21

DECLARATION OF TAYLOR B. GRAHAM IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[Filed concurrently with: Notice of Motion for Preliminary Approval of Class Action Settlement and Memorandum of Points and Authorities in Support Thereof; Declaration of Daniel Ruiz; and [Proposed] Order]

Date: August 26, 2025
Time: 2:30 p.m.
Reservation #: 870368958180

Complaint Filed: August 7, 2023
Trial Date: None Set

DECLARATION OF TAYLOR B. GRAHAM

I, Taylor B. Graham, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a partner of Pelton Graham LLP ("Pelton Graham"), attorneys of record for Plaintiff Daniel Ruiz. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would testify competently thereto.

2. I submit this declaration in support of Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion").

Plaintiff's Counsel's Qualifications

3. I am an active member of the Bar of the State of California, the State of New York, and the State of New Jersey. I have practiced employment law exclusively representing employees in class and collective action litigation for approximately fourteen (14) years. During that time period, I have appeared as lead or co-lead counsel in more than 100 employment cases in federal and state courts, including multi-plaintiff cases which I tried to favorable verdicts before juries, as well as several cases in which I argued appeals before appellate courts in both California and New York.

4. Since its inception, in or around 2008[1], Pelton Graham has almost exclusively focused on the prosecution of employment and consumer class actions, involving wage and hour claims, and unfair business practices. Currently, we are the attorneys of record in dozens of employment-related putative class actions in both state and federal courts in the State of California and New York, and we are thus familiar with and able to evaluate the strengths and weaknesses of putative class claims and possible defenses to such claims.

5. A few examples of recent results Pelton Graham has achieved for its clients in since 2024, include:

a. Pelton Graham represented a certified class of approximately 300 workers in a wage and hour action seeking unpaid prevailing wages for their work on public works projects, as well as wage notification violations. Following classwide

[1] Prior to early 2016, when I became a named partner in the firm, the firm was called Pelton & Associates, PC.

merits and expert discovery, the class was granted summary judgment as to liability, which was upheld on appeal. After a hearing on damages was held, the class was awarded a judgment in April 2024 of approximately $44 million.

b. Pelton Graham represented a certified class of workers in a wage and hour litigation with claims for unpaid off-the-clock work, wage statement violations, among other wage violations. After certification of the class and subclass, followed by expert discovery, the litigation settled at mediation in January 2024 for $5 million, and was granted final approval in December 2024.

c. Pelton Graham represented a certified class of workers in a wage and hour litigation with claims for unpaid prevailing wages for work on public works projects. After obtaining a certified class and conducting classwide merits and expert discovery, the litigation settled at mediation for $6.5 million in March 2024. The settlement received preliminary approval in June 2025.

d. Pelton Graham represented a group of workers in a federal wage and hour litigation for unpaid off-the-clock work and other wage and hour violations. After prevailing on a motion for an FLSA collective action and sending out notice to the collective, the parties engaged in pre-class certification discovery and ultimately agreed to mediation. In April 2024, the litigation settled on a classwide basis for $3 million and received final approval in June 2025.

6. In addition to the few examples listed above, in which Pelton Graham either obtained class action certification in a contested motion or in connection with approval of the settlement, Pelton Graham has also been appointed as class counsel or co-class counsel in the following matters over the last few years, which decisions are available on Lexis and/or Westlaw: *Amigon v. Safeway Constr. Enters., LLC*, No. 20-cv-5222-PK, 2024 WL 5040436, 2024 U.S. Dist. LEXIS 222474 (E.D.N.Y. Dec. 9, 2024); *McMillian v. Out-Look Safety LLC*, Index No. 657577/2019, 2024 N.Y. Misc. LEXIS 459 (Sup. Ct., N.Y. Cty Jan. 28, 2024); *Thomas v. JRCruz Corp.*, Index No. 511297/2020, 2023 N.Y. Misc. LEXIS 1704 (Sup. Ct., Kings Cty, Apr. 12, 2023); *Moses v. Consol.*

Edison Co. of New York, Inc., No. 18-cv-1200-ALC, 2023 U.S. Dist. LEXIS 57096 (S.D.N.Y. Mar. 31, 2023); *Mendez v. MCSS Rest. Corp.*, No. 16-cv-2746, 2022 WL 3704591, 2022 U.S. Dist. LEXIS 154102 (E.D.N.Y. Aug. 26, 2022); *Herbas v. Danella Constr. Of NY, Inc.*, Index No. 651884/2021, 2022 N.Y. Misc. LEXIS 38039 (Sup. Ct., N.Y. Cty, Apr. 12, 2022); *Porter v. MooreGroup Corp.*, No. 17-cv-7405-KAM-VMS, 2021 WL 3524159 (E.D.N.Y. Aug. 11, 2021), among several others.

Background and Procedural History

7. On August 7, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to Pay Prevailing Wages pursuant to Lab. Code §§ 1720 *et seq*; (2) Failure to Authorize and Permit Rest Periods pursuant to Lab. Code §226.7; (3) Failure to Provide Meal Periods pursuant to Lab. Code §§ 226.7,512; (4) Failure to Provide Wages When Due pursuant to Lab. Code §§ 201, 202, and 203; and (5) Unfair Competition pursuant to Cal. Business and Professions Code §§ 17200-09. In particular, Plaintiff alleged that he worked for Defendant as a "maintenance technician" from approximately July 27, 2019 through approximately December 10, 2022, during which time Defendant had failed to pay prevailing wages and employee benefits to Plaintiff and other maintenance technician employees for their work performing testing, inspection, troubleshooting, maintenance and repair services on the Oakland International Airport Connector ("OAC") systems and fixed facilities (the "OAC Project"), pursuant to the twenty (20)-year contract entered into between Defendant and the San Francisco Bay Area Rapid Transit district ("BART") for the Operation and Maintenance of the OAC (the "OAC O&M Contract"). Plaintiff also alleged that Defendant failed to provide uninterrupted 30-minute meal periods and to authorize and permit off-duty 10-minute rest periods, and failed to pay premiums for missed meal periods or rest periods. Plaintiff further alleged that Defendant failed to pay all wages due upon termination and/or separation from employment. Finally, Plaintiff asserted a cause of action under California's Business & Professions Code arising from Defendant's alleged unlawful conduct in carrying out the OAC O&M Contract.

8. Pursuant to Labor Code section 2699.3, subdivision (a), on August 9, 2023, Plaintiff provided timely written notice to Defendant and the California Labor and Workforce Development

Agency ("LWDA"), giving notice of his intent to pursue a representative action under the Private Attorneys General Act of 2004 (Lab. Code § 2698 *et seq.*) ("PAGA"), on behalf of himself, the State of California, as well as on behalf of a proposed group of aggrieved employees.

9. Pursuant to the Parties' agreement, on October 19, 2023, Plaintiff filed a First Amended Complaint ("FAC"), alleging an additional cause of action against Defendant for PAGA violations.

10. Defendant filed its Answer to the First Amended Complaint on November 17, 2023, asserting a general denial of each and every allegation contained in the FAC. Indeed, Defendant has denied, and continue to deny, any liability and wrongdoing of any kind associated with any of the allegations in the Action, and further denies any failure to comply with the laws identified hereinto. In particular, Defendant denies that the OAC Project is a public works projects subject to prevailing wages and therefore denies that Plaintiff and putative class members were owed any such wages, and that it failed to pay any wages owed upon separation. Further, Defendant denies any liability for Plaintiff's failure to take meal periods and rest breaks that were authorized and permitted. Finally, Defendant denies that the Action is appropriate for class treatment or representative adjudication for any purpose, other than for settlement.

11. Soon after Defendant filed its Answer, the Parties agreed to engage in early settlement negotiations through the informal exchange of classwide information and private mediation. To that end, the Parties retained experienced employment class action mediator, Jason Marsili, Esq., and agreed to participate in a mediation on August 13, 2024.

12. The Parties attended a full-day mediation on August 13, 2024, but were unable to reach a resolution of the action. Instead, at the conclusion of the mediation, in order to attempt to narrow the issues in the litigation and aid the Parties in negotiations and the ultimate resolution of the action, the mediator made a proposal to the Parties to engage in an informal exchange of discovery and to file cross-motions for summary adjudication concerning the applicability of the Prevailing Wage Law to Plaintiff's work on the OAC Project (the "MSAs"). The Parties ultimately accepted the mediator's proposal regarding the MSAs.

13. Following the exchange of certain discovery in advance of the cross-motions, Plaintiff sought Defendant's consent to amend the FAC to include a common law claim for Breach of Contract. Defendant ultimately agreed to Plaintiff's amendment, although reserving all rights to challenge the newly-asserted allegations and cause of action. Accordingly, on January 31, 2025, Plaintiff filed a Second Amended Complaint ("SAC"), alleging an additional cause of action against Defendant for Third Party Beneficiary Breach of Contract. Defendant filed its Answer to the SAC on March 3, 2025, asserting again a general denial of each and every allegation contained in Plaintiff's SAC.

14. On March 11, 2025, Plaintiff exchanged with Defendant a proposed stipulation of facts for the MSAs. Soon thereafter, the Parties agreed to extend the deadline to file their MSAs, in order to revisit their settlement negotiations.

15. Per agreement by the Parties, on April 18, 2025, Plaintiff filed a Third Amended Complaint ("TAC" or the "Operative Complaint"), alleging additional causes of action against Defendant for: Failure to Pay Minimum Wages, pursuant to Lab. Code §§ 204,1194, 1194.2,1197; Failure to Pay Overtime Compensation, pursuant to Lab. Code §§ 510,1194,1198; Failure to Indemnify Necessary Business Expenses, pursuant to Lab. Code § 2802; and Failure to Provide Accurate Itemized Wage Statements, pursuant to Lab. Code § 226. In addition, on the same day, Plaintiff provided an Amended PAGA Notice to LWDA, giving notice of his intent to include amended representative claims in the Action for civil penalties under PAGA.

Settlement Negotiations and Exchange of Discovery

16. In agreeing to participate in mediation, the Parties likewise agreed to engage in an informal exchange of all data and information necessary to evaluate the claims of the potential class members and aggrieved employees, and to calculate the potential damages for the violations alleged in the FAC. In particular, Defendant produced comprehensive wage and hour data for Plaintiff and the putative Class Members, including the following: individual pay summaries for each of the putative Class Members, an Excel spreadsheet listing Class Members' start and end dates of employment and shifts worked during the relevant time period, and an Excel spreadsheet listing the

Class Members' daily timeclock entries. Plaintiff provided to Defendant all relevant materials in his possession, such as documents concerning the public funding utilized for the OAC project, a maintenance technician job posting, a copy of the OAC Operations and Maintenance Contract materials, copies of the Elevator Contractors of America Agreement with International Union of Elevator Constructors for the period of 2017 and 2022, the Department of Industrial Relations (DIR) Scope of Work Provisions for Elevator Constructor and Electrician, and various photographs of equipment and facilities upon which Plaintiff and putative Class Members worked on the OAC Project. In connection with the exchange of pre-mediation discovery, the Parties engaged in extensive discussions about the respective strengths and weaknesses of their claims and defenses.

17. On July 22, 2024, Plaintiff's counsel exchanged with Defendant's counsel their class damages computation, which Plaintiff's counsel created utilizing the information exchanged by the Parties as well as certain assumptions based on Plaintiff's and other Class Members' best recollection. Plaintiff exchanged a classwide damages computation that included 42 "maintenance technician" employees (anonymized by ID numbers), who worked a total of 2,456 workweeks, 22 of whom were also aggrieved employees, for which Plaintiff's counsel calculated the following approximate damages: $4,347,868.88 in unpaid prevailing wages and $621,526.26 in missed break damages. In addition, Plaintiff's counsel calculated $409,812.02 in derivative penalties (i.e., waiting time and PAGA), resulting in a total of $5,379,207.16 in estimated classwide damages.

18. On August 13, 2024, the Parties participated in a full-day mediation session with Jason Marsili, Esq. Although the mediation was unsuccessful, the Parties agreed to continue conferring with the mediator to explore the possibility of reaching a future resolution, following the Court's decision on the anticipated MSAs.

19. After a subsequent amendment to the FAC (*supra* ¶ 14), on February 10, 2025, the Parties exchanged additional documents and information upon which the Parties intended to rely in connection with the MSAs. On March 11, 2025, Plaintiff's counsel exchanged with Defendant's counsel Plaintiff's draft Stipulation of Facts for the Parties' MSAs.

20. Thereafter, the Parties continued to confer with the mediator regarding the potential

for classwide resolution, to avoid the need for briefing and awaiting a decision from the Court regarding the MSAs. In connection with the Parties' continued settlement discussions, which included additional allegations and causes of action not previously discussed between the Parties, Defendant provided Plaintiff's counsel with comprehensive data for the entire putative class, including all non-exempt employees, not just those employees of Defendant who worked as maintenance technicians. In particular, Defendant provided the total workweeks for the putative class, total pay periods for the aggrieved employees, as well as time and pay records for additional putative class members who worked in positions other than maintenance technicians, since Plaintiffs already had the time and pay records for the maintenance technicians.

21. Plaintiff's counsel utilized the additional data to supplement the prior damages model for the entire putative class, which included 103 putative Class Members, 61 of whom worked as maintenance technicians, and who collectively worked 8,928 workweeks and 2,065 pay periods during the relevant time period, for which Plaintiff's counsel calculated the following approximate damages: $9,630,458.75 in unpaid prevailing wages (for the maintenance technicians), $275,250.24 in unpaid minimum wage, $413,009.28 in unpaid overtime premiums, $1,506,239.53 in missed meal and rest break wages, $44,640.00 in unreimbursed business expense damages, $289,506.37 in wage statement penalties, and $454,200.21 in waiting time penalties. In addition, Plaintiff's counsel calculated $206,552.68 in PAGA penalties, resulting in a total of $12,819,857.06 in estimated classwide damages.

22. Plaintiff's unpaid prevailing wage claims represent by far the largest component of Defendant's estimated exposure, representing approximately 75% of the total damages and approximately 81% of the unpaid wage damages (excluding the derivative claims and penalties). However, the prevailing wage claims were also arguably the most strongly contested of Plaintiff's claims by Defendant, being the subject of the anticipated MSAs. In particular, Defendant argued that the maintenance and repair work performed by Plaintiff and Defendant's other maintenance technicians on the OAC Project was not subject to prevailing wage requirements because, among other reasons: (1) the work entailed primarily visual inspections, which Defendant asserted does not

qualify as trade work under the prevailing wage law; (2) the Defendant's work on the OAC Project was paid for primarily with fares collected from riders of the OAC, which Defendant avers does not qualify as "public funds"; and (3) the work was largely performed on "rolling stock" rather than fixed facilities, which the California Supreme Court has found to not be eligible for prevailing wages. *See Busker v. Wabtec Corp.* (2021) 11 Cal. 5th 1147. While Plaintiff's Counsel disagrees with Defendant's arguments and assessment of the applicability of prevailing wages to the work performed by Plaintiff and Defendant's other maintenance technicians, Plaintiff's counsel also recognizes the risks associated with engaging in motion practice through the anticipated MSAs in order to establish the applicability of prevailing wages to Plaintiff's work. Moreover, even if Plaintiff's counsel prevailed in their MSA and the Court agreed that prevailing wages applied to the maintenance and repair work on the OAC Project, Plaintiff would face an additional hurdle of establishing the trade classification and associated wage rate(s) applicable to his work, which may or may not have been a rate lower than the rates paid to Plaintiff and the other maintenance technicians in the putative class, given that the OAC O&M Contract was entered into in 2009.

23. Notwithstanding the highly-contested nature of the claims, Plaintiff's counsel calculated the unpaid prevailing wage damages by utilizing the time and pay records of the maintenance technicians, calculating for each hour worked on the OAC Project, the differential between the wage rates paid and the prevailing wage rate for "Elevator Constructors" in Alameda County in the DIR prevailing wage determination for 2009. Plaintiff's counsel chose the DIR's "Elevator Constructors" trade classification after reviewing various "Scope of Work" provisions for trade classifications in Alameda County and found that Elevator Constructors includes work on "automated people movers" (which the OAC is), including but not limited to, work performing "general repairs" on such systems, which would encompass the work performed by Plaintiff and Defendant's other maintenance technicians. Plaintiff's counsel multiplied the differential for each category of time worked (i.e., regular time, by the total number of hours worked in that category, resulting in a total amount of prevailing wages owed for regular and overtime work, for a total of 61 maintenance technicians, who worked a total of 5,440 workweeks. Based on Defendant's arguments and the real risk that Plaintiff

and putative class members may not be entitled to any prevailing wages for their work on the OAC Project, Plaintiff's counsel believes that a 75% discount should be applied to achieve a realistic damages estimate for the unpaid prevailing wage claim, which would therefore total approximately **$2,407,614.69**.

24. Damages for Defendant's alleged failure to pay Class Members for all hours worked, including minimum wages ($275,250.24) and overtime premiums ($413,009.28), was based on Plaintiff's best recollection as to uncompensated time and the wage rates contained in the records provided for the Class Members. As detailed in the TAC, Plaintiff alleges that he and the Class Members were required to perform work "off-the-clock," including time spent entering the OAC facility prior to clocking in and for time spent cleaning, including showering at the facility, which time was uncompensated. In addition, Plaintiff alleges that Defendant failed to include all remuneration when calculating the overtime premium rates, thereby shorting the workers on their premium compensation. To calculate damages, Plaintiff's counsel therefore used 1 hour of unpaid regular time and 1 hour of unpaid overtime per week for each Class Member. Defendant countered that the time spent going upstairs to clock in was commute time or otherwise de minimis and that any time spent after clocking in, including showering at the end of the shift, was paid. Defendant also avers that all bonuses were discretionary and therefore need not be included when calculating the premium rates, including overtime premiums, owed to the workers. Based on these arguments and supporting documentation, Plaintiff's counsel believes that a 75% discount should be applied to the minimum wage claim and an 80% discount to the overtime claim, to achieve a realistic damages estimate for such claims, which would therefore total approximately **$68,812.56** and **$82,601.86**, respectively.

25. Damages for Defendant's alleged failure to provide uninterrupted rest and meal breaks ($1,506,239.53) is based on the time records of Plaintiff and the Class Members, and Plaintiff's best recollection as to the number of days per week in which a break was interrupted. In particular, Plaintiff recalled being interrupted during his breaks approximately twice (2x) per week, while it was also common for Class Members to work extended shifts, entitling them to even more

breaks that they were also not permitted to take. Therefore, this is likely a conservative estimate. In calculating missed breaks damages, Plaintiff's counsel multiplied the number of missed/interrupted breaks per week (i.e., 2) by each Class Member's hourly rate. Defendant argued that it made all Class Members aware of and provided the opportunity for them to take meal periods and otherwise authorized and permitted rest breaks, and that if such breaks were missed or interrupted, Defendant had a policy whereby they compensated their employees with a missed break premium. In fact, Defendant produced records demonstrating payment to Class Members of missed break premiums. Accordingly, Defendant argued it was not liable for Plaintiff's failure to take such meal periods and rest breaks or for failing to pay premiums when breaks were missed and/or interrupted. Based on these arguments and records, Plaintiff's counsel believes that an 80% discount should be applied to achieve a realistic damages estimate for the missed meal and rest break claims, which would therefore total approximately **$301,247.91**.

26. Damages for Defendant's alleged failure to indemnify and reimburse Plaintiff and Class Members for necessary business expenses ($44,640.00) is based on Plaintiff's best estimate of unreimbursed expenses incurred during his employment with Defendant. Such expenses included the purchase of additional uniforms, the maintenance of uniforms, and the use of personal cellular telephones for work purposes. Defendant countered that it provided required uniforms at no charge to the workers and that such uniforms did not require specialized cleaning, and that Defendant maintained a robust reimbursement policy by which employees could have, and did in fact, request reimbursement for any necessary business expenses. Based on these arguments and supporting documentation, Plaintiff's counsel believes that a 50% discount should be applied to achieve a realistic damages estimate for the unreimbursed business expense claim, which would therefore total approximately **$22,320.00**.

27. The derivative claims and penalties (i.e., wage statement violations, waiting time statutory penalties and PAGA penalties) were calculated by taking into account the above claims, defenses, maximum liabilities and discounts, and the number of Class Members who fell within their respective statute of limitations. On this basis, the maximum potential liability of Defendant for wage

statement violations ($289,506.37), waiting time statutory penalties ($454,200.21) and PAGA civil penalties ($206,552.68), for a total of $950,259.26. Defendant nonetheless argued that, in light of their defenses, the discretionary nature of statutory and civil penalties, and the potential due process concerns that might arise from a putative award, it would be unrealistic to expect the Court to award the full amount. For purposes of reaching a settlement, Class Counsel believes an 85% discount would result in a more realistic estimate for all derivative penalties, which would therefore total approximately **$142,538.89**.

28. The discounted claims and penalties aggregate to **$3,025,135.91**.

29. Ultimately, on March 28, 2025, with the aid of a mediator's proposal, which was confirmed in writing by both parties on March 31, 2025, the Parties were able to reach a settlement in principle. In the weeks following the mediator's proposal, the Parties jointly drafted and ultimately executed a Memorandum of Understanding (MOU), memorializing the agreed-to terms of the settlement in writing. From the MOU, the Parties drafted the long-form Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Agreement"), a fully-executed copy of which is attached hereto as **EXHIBIT 1**.

30. At all times, negotiations were adversarial and contentious, although still professional in nature.

31. Further, per agreement by the parties, on April 18, 2025, Plaintiff filed a Third Amended Complaint ("TAC" or the "Operative Complaint"), alleging an additional causes of action against Defendant for: Failure to Pay Minimum Wages pursuant to Lab. Code §§ 204,1194, 1194.2,1197; Failure to Pay Overtime Compensation pursuant to Lab. Code §§ 510,1194,1198; Failure to Indemnify Necessary Business Expenses pursuant to Lab. Code §2802; and Failure to Provide Accurate Itemized Wage Statements pursuant to Lab. Code §226. In addition, on the same day, Plaintiff provided an Amended PAGA Notice to LWDA giving notice of his intent to include amended representative claims in the Action for civil penalties under PAGA, on behalf of himself and the State of California, as well as on behalf of a proposed group of aggrieved employees. A copy of the Amended PAGA Notice to the LWDA is attached hereto as **EXHIBIT 2**.

32. After the Parties executed the Settlement Agreement, Plaintiff submitted a copy of the Settlement Agreement to the LWDA on July 16, 2025. A copy of the confirmation email from the LWDA concerning the submission of the Settlement Agreement is attached hereto as **EXHIBIT 3**.

Fairness and Adequacy of the Proposed Settlement

33. Given my experience as a class action employment and wage and hour litigator, as outlined above, I believe the proposed Settlement addresses all of the allegations of violations of the Labor Code and PAGA by Defendant and provides adequate monetary relief to Plaintiff and the Class Members.

34. The Settlement Agreement provides for a Gross Settlement Amount of One million six hundred thousand dollars and zero cents ($1,600,000.00). (Ex. 1 § 3.3.1). The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: PAGA Penalties in the amount of $100,000.00, allocated 75% ($75,000.00) to the LWDA and the Individual PAGA Payments, allocated 25% ($25,000.00) to the Aggrieved Employees; the Class Representative Service Payment to Plaintiff Ruiz in the amount of $7,500.00; Administration Expenses in the not to exceed amount of $5,950.00; Attorneys' fees of one-third (33.33%) of the Gross Settlement Amount, or $533,333.33; and Plaintiff's counsel's reasonable litigation costs, in the amount of $9,092.40. Assuming that the amounts allocated under the Settlement to these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to the Participating Class Members is currently estimated to be $944,124.27. In my experience, the monetary relief that Plaintiff and the Class will receive for their claims through the Settlement is substantial.

35. Based on Plaintiff's damages computation and associated discounts, *supra* ¶¶ 22-29, the estimated Net Settlement Amount results in approximately 31% of the realistic maximum recovery. Each of the 102 Settlement Class Members is eligible to receive an average recovery of approximately $9,256.12, depending on the duration of their employment during the Class Period and their position(s) held with Defendant.

36. If the Settlement is approved, each member of the Settlement Class who does not submit a valid and timely request for exclusion from the Settlement, will be deemed a "Participating Class Member" and will receive their pro-rata share of the Net Settlement Amount.

37. In addition, all current and former non-exempt employee employed by Defendant in California who worked at any point during the period from August 9, 2022 to the date of the Court's order granting preliminary approval ("PAGA Period") ("Aggrieved Employees"), will receive their pro-rata portion of 25% of the PAGA Penalties, regardless of whether they are also a Participating Class Member. Given that Plaintiff and the Class Members will receive adequate consideration for their Labor Code claims, I believe this recovery for the PAGA claims is adequate, as Plaintiff did not place much value on these penalties because the Court could have exercised its discretion to reduce these penalties to avoid an oppressive result. *See* Lab. Code § 2699(e)(2).

38. The parties have agreed to retain Phoenix Settlement Administrators as the settlement administrator ("Settlement Administrator"). Phoenix Settlement Administrators has estimated their not to exceed total costs for administering the settlement at $5,950.00, which is to be paid out of the Gross Settlement Amount. A copy of the not to exceed bid is attached hereto as **EXHIBIT 4**. The Settlement Administrator will be responsible for, *inter alia*, mailing the class notice, calculating the Individual Settlement Amounts allocated to the Settlement Class and PAGA Penalty amounts allocated to the Aggrieved Employees, and collecting and processing any Requests for Exclusion, Objections and/or disputes concerning Workweeks or PAGA Periods. If the Settlement is approved, the Settlement Administrator will also be responsible for maintaining the qualified settlement fund and distributing payments from the fund.

39. Any funds remaining from uncashed or cancelled settlement checks after the void date will be distributed by the Settlement Administrator to the California Controller's Unclaimed Property Fund.

40. Pursuant to California Code of Civil Procedure section 382.4, the undersigned hereby confirms on behalf of Plaintiff's counsel and Defendant's counsel that neither counsel has any connection to or relationship with California Controller's Unclaimed Property Fund.

41. The parties have agreed that the Settlement Administrator will not distribute any funds to the Controller's Unclaimed Property Fund until the Court has performed a final accounting, following the distribution of the settlement funds in accordance with Section 4.4 of the Settlement Agreement. (Ex. 1 § 4.4.4).

42. Both the Settlement Class and Aggrieved Employees will be notified of the proposed Settlement by receiving in the mail the Notice of Class Action Settlement ("Notice"), the form and contents of which the parties agreed-to as part of the long-form Settlement Agreement. (*See* Ex. 1 [Settlement Agreement], Ex. A). In particular, the Notice describes the Settlement, the deadlines and procedures to submit a Request for Exclusion, Objection, and/or Workweek or Pay Period Dispute, and the date and time set for the Final Approval Hearing. The Notice also apprises the Class Members of, *inter alia*, how their Individual Settlement Amount is calculated and the number of Workweeks and Pay Periods credited to them.

The Proposed Class Meets the Requirements for Conditional Certification

43. For settlement purposes only, the Parties have agreed to seek certification of the following class:

> All current and former non-exempt employees who worked for DCCCA1 in California during the period from August 7, 2019 to the date of the Court's order granting preliminary approval (the "Settlement Class").

44. Based on information provided by Defendant, the Class is estimated to consist of one hundred and two (102) individuals (Ex. 1 § 9). The Class therefore satisfied numerosity.

45. The requirement of commonality is met because this case presents questions that are capable of resolution on a classwide basis. Based on the documents and information obtained through informal discovery and exchange of information in this case, Plaintiff contends that Class Members were subject to the same or similar operations and employment practices, policies, and procedures during the time period at issue. Plaintiff's claims arise from Defendant's alleged uniform policy of, *inter alia*, failing to pay minimum wages for all hours worked, failing to pay overtime compensation for all overtime hours worked; failing to authorize and permit rest periods or pay premiums for missed rest periods; failing to provide meal periods or pay premiums for missed meal periods; failure

to indemnify necessary business expenses; failing to pay all wages when due upon separation; failing to provide accurate itemized wage statements; and for maintenance technicians, failing to pay prevailing rate of per diem wages for work performed on the public works projects. Since these claims would rely on common proof for the Class Members, and no individualized questions would predominate over the common questions of fact and law relevant to proving these claims, the commonality requirement is satisfied.

46. The claims of Plaintiff are typical of those of the Class because they raise the very same claims arising from the same type of injury – namely, Plaintiff, like the other hourly, non-exempt employees of Defendant, were not paid for each hour worked, including minimum wages and overtime hours, were not provided uninterrupted 30-minute meal period and 10- minute rest or were not paid premiums for missed meal periods or rest periods, were not reimbursed for necessary business expenses, were not paid all wages owed upon separation, were not provided with accurate wage statements, and was not paid prevailing wages for his work on public works projects. The typicality requirement is therefore met.

47. Plaintiff does not have any conflicts with the Class Members, nor does his counsel. In fact, the interest of the Plaintiff and the Class members are aligned. All were allegedly not paid for all hours worked, including minimum wages and overtime hours, were not provided uninterrupted 30-minute meal period and 10- minute rest or were not paid premiums for missed meal periods or rest periods, were not reimbursed for all necessary business expenses, were not paid all wages owed to them at separation, were not provided with wages accurate statement, and for the maintenance technicians, were not paid prevailing wages for work performed on the alleged public works projects. Plaintiff has demonstrated his ability to advocate for the interests of the Class members by initiating this lawsuit and continuing his participation through settlement. Moreover, Pelton Graham has significant experience in the area of complex litigation and employment law. Accordingly, Plaintiff and his counsel have adequately represented the Class thus far and will continue to do so in connection with the proposed Settlement.

48. Finally, a class action device is the superior method of adjudication here. If the Class

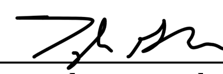
members proceed on these claims as individuals, their many individual suits would require duplicative discovery and litigation. In contrast, the class action mechanism would efficiently resolve numerous substantially identical claims at the same time while avoiding a waste of judicial resources and eliminating the possibility of conflicting decisions from repetitious litigation. Plaintiff is unaware of any issues that would render unmanageable the adjudication of Plaintiff's class claims.

49. The undersigned is unaware of any pending lawsuits that would be impacted by the proposed Settlement Agreement.

50. Based on the above, Plaintiff's counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class. Plaintiff's counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation, given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 16th day of July, 2025, at San Francisco, California.



Taylor B. Graham