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Attorneys for Plaintiffs ANGELICA ESMERALDA LEYVA and

MICHELLE DELAROSA, on behalf of themselves

and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MERCED

ANGELICA ESMERALDA LEYVA and
MICHELLE DELAROSA, as individuals, and
on behalf of all others similarly situated and
aggrieved,

Plaintiffs,

v.

COMMUNITY HEALTH CENTERS OF
AMERICA, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23CV-03293

[Assigned for all purposes to Hon. Stephanie
Jamieson, in Dept. 8]

**DECLARATION OF VEDANG J. PATEL
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND
PROVISIONAL CLASS
CERTIFICATION FOR SETTLEMENT
PURPOSES ONLY**

HEARING INFORMATION:

DATE: October 1, 2026

TIME: 8:15 a.m.

DEPT: 8

DECLARATION OF VEDANG J. PATEL

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2 1. I am an attorney at law, duly licensed to practice before all the Courts of the State
3 of California, and I am a Partner and Senior Managing Attorney at Bibiyan Law Group, P.C., co-
4 counsel for plaintiffs Angelica Esmeralda Leyva and Michelle Delarosa (collectively,
5 “Plaintiffs”), and all others similarly situated and aggrieved. As such, I am familiar with the file
6 in this matter and, if called as a witness, I could and would competently testify to the following
7 facts of my own personal knowledge.

8 2. On or around September 12, 2023, plaintiff Angelica Esmeralda Leyva filed with the
9 California Labor and Workforce Development Agency (“LWDA”) and served on defendant
10 Community Health Centers of America (“Defendant”) a notice under Labor Code section 2699.3,
11 stating she intended to serve as a proxy of the LWDA to recover civil penalties on behalf of
12 Aggrieved Employees for alleged Labor Code violations (the “Leyva PAGA Notice”). A true and
13 correct copy of the Leyva PAGA Notice is attached hereto as Exhibit “2.”

14 3. Also on or around September 12, 2023, plaintiff Angelica Esmeralda Leyva
15 commenced this Action by filing a complaint alleging causes of action against Defendant for: (1)
16 failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods
17 or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof;
18 (5) failure to timely pay all wages due upon separation; (6) failure to provide accurate wage
19 statements; (7) failure to timely pay wages during employment; (8) failure to indemnify for business
20 expenses (9) failure to pay unused vested vacation time; and (10) engaging in unfair competition
21 (the “Leyva Class Action” or the “Action”).

22 4. On or around November 28, 2023, after sixty-five (65) days had passed without any
23 action by the LWDA with respect to the Labor Code violations alleged in the Leyva PAGA Notice,
24 plaintiff Angelica Esmeralda Leyva filed a separate representative action under PAGA against
25 Defendant in the Merced County Superior Court, captioned *Angelica Esmeralda Leyva v.*
26 *Community Health Centers of America*, Case No. 23CV-04373, for the Labor Code violations set
27 out in the Leyva PAGA Notice (the “Leyva PAGA Action”).

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1 5. On or around October 4, 2023, plaintiff Michelle Delarosa filed with the LWDA and
2 served on Defendant a notice under Labor Code section 2699.3, stating she intended to serve as a
3 proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor
4 Code violations (the “Delarosa PAGA Notice”). The Leyva PAGA Notice and the Delarosa PAGA
5 Notice are hereinafter collectively referred to as the “PAGA Notices”.

6 6. On or around October 4, 2023, plaintiff Michelle Delarosa filed a class action
7 complaint, captioned *Michelle Delarosa v. Community Health Centers of America*, in the Stanislaus
8 County Superior Court, Case No. CV-23-005767, alleging causes of action against Defendant for:
9 (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code §
10 510; (3) Meal Period Liability Labor Code § 226.7; (4) Rest-Break Liability Labor Code § 226.7;
11 (5) Violation of Labor Code § 226; (6) Violation of Labor Code § 221; (7) Violation of Labor Code
12 § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain Records Required under Labor
13 Code §§ 1174, 1174.5; (10) Failure to Produce Requested Records under §§ 226 and 1198; (11)
14 Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and (12) Violation
15 of Business & Professions Code § 17200, *et seq.* (the “Delarosa Action”). The Leyva and Delarosa
16 Actions are collectively referred to as the “Actions”.

17 7. On or around January 4, 2024, plaintiff Michelle Delarosa filed a First Amended
18 Complaint in the Delarosa Action, adding PAGA claims set forth in the Delarosa PAGA Notice.

19 8. Thereafter, Plaintiffs and Defendant (collectively, the “Parties”) agreed to exchange
20 informal discovery and attend mediation.

21 9. Prior to mediation, Plaintiffs obtained, through informal discovery: (a) approximately
22 fifty percent (50%) sampling of time and payroll records of the estimated 191 putative class
23 members from September 12, 2019 through mediation, which occurred on August 27, 2025; (b) data
24 points, including the number of putative class members, workweeks and shifts from September 12,
25 2019 through mediation, the number of putative class members separated in the waiting time penalty
26 period, the number of pay periods in the wage statement penalty period, and the number of putative
27 aggrieved employees and pay periods from September 12, 2022 through mediation, and the average
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1 hourly rate of pay; (c) wage and hour policy documents of Defendant; and (d) all documents
2 pertaining to Plaintiffs available to Defendant.

3 10. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set
4 forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker*
5 *Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("Dunk/Kullar").

6 11. On or around August 27, 2025, the Parties participated in an all-day mediation
7 presided over by Gig Kyriacou, a well-regarded mediator experienced in mediating complex labor
8 and employment matters. The mediation was successful, and the Parties agreed to globally resolve
9 all class and PAGA claims in the Actions. As part and parcel to the Agreement, the Parties agree to
10 stipulate to plaintiff Angelica Esmeralda Leyva's filing a First Amended Complaint in the Leyva
11 Class Action, adding plaintiff Michelle Delarosa as a named plaintiff, and all allegations brought in
12 the Leyva PAGA Action and the Delarosa Action. After acceptance of the First Amended
13 Complaint, the Parties agreed to plaintiff Angelica Esmeralda Leyva's filing a request for dismissal
14 without prejudice of the Leyva PAGA Action and agreed to plaintiff Michelle Delarosa's filing a
15 request for dismissal without prejudice of the Delarosa Action thereby effectively consolidating the
16 Actions for purposes of Settlement. The First Amended Complaint in the Leyva Class Action is the
17 operative complaint in the Action ("Operative Complaint").

18 12. Class Counsel have conducted significant investigation of the law and facts relating
19 to the claims asserted in the Actions and the PAGA Notices, and have concluded that the Settlement
20 is fair, reasonable, adequate, and in the best interests of the Class, taking into account the sharply
21 contested issues involved, the expense and time necessary to litigate the Actions through trial and
22 any appeals, the risks and costs of further litigation of the Actions, the risk of an adverse outcome,
23 the uncertainties of complex litigation, the information learned through informal discovery
24 regarding Plaintiffs' allegations, and the substantial benefits to be received by Class Members.

25 **The Proposed Settlement**

26 13. Subject to Court approval pursuant to Code of Civil Procedure section 382 and
27 California Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Actions by
28 agreement upon the terms and conditions, and for the consideration set forth in the Agreement, a

1 copy of which is attached hereto as Exhibit "1." A summary of the terms of the settlement is as
2 follows:

3 Defendant will stipulate, for purpose of this settlement only, as follows:

- 4 • Certification of a class ("Class" or "Class Members") defined as: all current and former
5 hourly-paid or non-exempt employees of Community Health Centers of America
6 ("Defendant") within the State of California at any time during the period from
7 September 12, 2019, through October 27, 2025 ("Class Period").
- 8 • Defendant will pay \$450,000.00 ("Gross Settlement Amount") to resolve the matter.
- 9 • Based on its records, Defendant estimates that there are no more than 8,536 Workweeks
10 worked during the Class Period and that there are no more than 4,702 PAGA Pay Periods
11 during the PAGA Period. In the event that the number of Workweeks worked through
12 the Class Period increases by more than ten percent (10%) or more than 9,390, then at
13 Defendant's election either the: (1) Gross Settlement Amount shall increase
14 proportionally by the Workweeks worked, in excess of 9,390 multiplied by the
15 Workweek Value¹; or (2) the Class Period shall end on the date the number of
16 Workweeks reaches, but does not exceed, 9,390. If it is determined that the number of
17 PAGA Pay Periods through the PAGA Period increases by more than ten percent (10%)
18 or more than 5,172 then, at Defendant's election, either the: (1) Gross Settlement
19 Amount shall increase proportionally by the Pay Periods worked, in excess of 5,172
20 multiplied by the Pay Period Value²; or (2) the PAGA Pay Period shall end on the date
21 the number of Pay Periods reaches, but does not exceed, 5,172.
- 22 • Defendant will pay the employer's share of taxes separate and apart from the Gross
23 Settlement Amount.
- 24 • This is a non-reversionary settlement.
- 25 • Class Members will be paid their *pro rata* share of the class action settlement based

26
27 ¹ The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
(\$450,000.00) by 8,536, which amounts to a Workweek Value of \$52.72.

28 ² The Pay Period Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount by 4,702,
which amounts to a Workweek Value of \$95.70.

1 on the total number of Workweeks worked during the Class Period.

- 2 • “Workweek” any week during which a Class Member worked for Defendant for at least
3 one (1) day during the Class Period.
- 4 • The Administration Expenses Payment, estimated not to exceed \$6,750.00, will be
5 paid out of the Gross Settlement Amount.
- 6 • Class Counsel, comprised of David D. Bibiyan and Vedang J. Patel of Bibiyan Law
7 Group, P.C.; Emil Davtyan and Alvin B. Lindsay of D. Law, Inc.; David Yeremian of
8 David Yeremian & Associates, Inc.; and Peggy Reali and Walter Haines of United
9 Employees Law Group, PC, may apply for, and Defendant will not oppose, attorneys’
10 fees of *up to* one third (1/3) of the Gross Settlement Amount, which, unless escalated
11 pursuant to the Settlement Agreement, amounts to \$150,000.00, and actual litigation
12 costs, all of which will be paid out of the Gross Settlement Amount.
- 13 • Class Counsel hereby apply for, and Defendant will not oppose, service awards of up
14 to \$10,000.00 each to plaintiffs Angelica Esmeralda Leyva and Michelle Delarosa, for
15 a total of \$20,000.00 to Plaintiffs, which will be paid out of the Gross Settlement
16 Amount.
- 17 • “Aggrieved Employees” is defined as all current and former hourly-paid or non-exempt
18 employees of Defendant within the State of California at any time during the period
19 from September 12, 2022, through October 27, 2025 (“PAGA Period”).
- 20 • Defendant has agreed to pay \$40,000.00 as PAGA penalties, seventy-five percent
21 (75%), or \$30,000.00, of which will be paid to the LWDA out of the Gross Settlement
22 Amount, and twenty-five percent (25%), or \$10,000.00, of which will be distributed
23 to the Aggrieved Employees.
- 24 • For any Class Member whose check is uncashed and cancelled after the void date (180
25 calendar days after the date of mailing), the Administrator shall transmit the funds
26 represented by such checks to the Alliance for Children’s Rights, a recognized *cy pres*,
27 in the name of the Class Member, thereby leaving no “unpaid residue” subject to the
28 requirements of Code of Civil Procedure section 384, subdivision (b).

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Settlement Agreement and Accompanying Documents

14. Attached hereto as Exhibit “1” is a true and correct copy of the Agreement fully executed by the Parties.

15. Attached to the Agreement as Exhibit “A” thereto is the proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) to be distributed to Class Members in English and Spanish.

16. The Parties have agreed to use Apex Class Action Administration (“Apex”), an experienced settlement administrator, to administer the settlement.

17. On or about September 4, 2026, my office submitted a copy of the Settlement Agreement to the LWDA in compliance with Labor Code section 2699, subdivision (l)(2). A true and correct copy of each confirmation from the LWDA in connection with Plaintiffs is attached hereto as Exhibit “3”.

The Settlement was Negotiated at Arms-Length and not Collusive

18. The Settlement that has been reached, subject to this Court’s approval, is a product of substantial efforts by the Parties and their counsel. The Settlement was reached after extensive factual and legal investigation and research; the exchange of informal discovery; substantial negotiation regarding the scope of informal discovery; exchange of documents and information that included review of time and pay records and analysis thereof with the aid of Plaintiffs and expert consultant; analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis of the number of pay periods and number of Aggrieved Employees in the PAGA Period for calculating PAGA penalties, number of Class Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiffs’ employment records; extensive correspondence and communication between counsel; a review of pleadings, evidence, and rulings in similar actions litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the country; and preparation for and attendance at a full-day mediation, followed by further discussions and coordination to finalize the terms and conditions of the general settlement parameters agreed to by the Parties.

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1 19. While Class Counsel believe in the chance of success of certifying the claims, Class
2 Counsel recognized the potential risk, expense and complexity posed by further litigation.
3 Moreover, litigating Plaintiffs claims in this litigation—claims that involve approximately 195 Class
4 Members during the Class Period—would require substantial preparation and discovery, and
5 ultimately would involve the deposition and presentation of numerous more witnesses (including
6 Class Members and expert witnesses), as well as the consideration, preparation and analysis of
7 expert reports. Therefore, should litigation have progressed any further, there would have been
8 significant expense incurred by each side (above and beyond the expense already incurred).

9 **The Settlement Amount is Well Within the Range of Reasonableness**

10 20. The settlement amount reached in this case provides significant recovery to Class
11 Members and Aggrieved Employees and easily falls within the range of reasonableness. Based on
12 documents and information provided by Defendant, Class Counsel understand, as of the date of the
13 mediation, there are no more than 8,536 Workweeks during the Class Period.

14 **Unpaid Wages for Failure to Pay for Off-the-Clock Work**

15 21. Class Counsel theorized, based on Plaintiffs’ narrative evidence, that Defendant failed
16 to pay all wages due to Class Members because Defendant required Class Members to work off-
17 the-clock or Class Members spent time off-the-clock under Defendant’s control, including, without
18 limitation: (1) arriving early to put away their personal belongings in the lockers or in proper places,
19 and discussing with supervisors regarding patient care and other work-related matters before
20 clocking in; (2) waiting in line to clock in; and (3) responding to inquiries in person, by phone or by
21 email, and charting paper works even after clocking out, especially that Defendant was short-staffed,
22 all without pay.

23 22. One theory advanced by Class Counsel alleged, based on Plaintiffs’ narrative
24 evidence, that Class Members worked off-the-clock for a conservative estimate of ten (10) minutes
25 each shift throughout the Class Period, without pay. Class Counsel understand, based on time and
26 payroll records produced by Defendant and analysis thereof by expert data consultants retained by
27 Class Counsel, that there were approximately 37,360 shifts during the Class Period, approximately
28 58.7% of which were over eight (8) hours in length, and Class Members had an average hourly rate

1 of pay of \$21.74. Thus, one calculation performed by Class Counsel resulted in Defendant's
2 exposure for unpaid off-the-clock work in a conservative amount of \$235,625 ([37,360 shifts x 0.587
3 shifts over 8 hours x 0.17 hours x \$21.74 x 1.5 overtime rate] + [37,360 shifts x 0.413 shifts less
4 than 8 hours x 0.17 hours x \$21.74 x 2 in liquidated damages]).

5 23. Defendant contends that its policies specifically prohibit off-the-clock work.
6 Defendant contends that it did not require Class Members to work off-the-clock and, rather, they
7 were paid for all time suffered or permitted to work. Defendant contends that any allegations that
8 Class Members were required to be under Defendant's control off-the-clock would necessitate an
9 individualized inquiry into when and why, making this claim not subject to class treatment and any
10 trial in this litigation unmanageable. Thus, Defendant contends that no damages can be recovered
11 here, and, even if, *arguendo*, it could, an estimate of ten (10) minutes of unpaid time for *every single*
12 shift worked by all Class Members during the Class Period is a *wild* exaggeration of time spent
13 working off-the-clock if *any* such time was spent.

14 **Recovery of Damages for Non-Compliant Meal Periods**

15 24. Class Counsel theorized, based on Plaintiff's narrative evidence, that Defendant's
16 meal period practices throughout the Class Period were non-compliant because meal periods were
17 late, short, or missed due to the requirements that employees must: (1) respond to questions from
18 supervisors or co-employees regarding patients even during meal periods; (2) attend to patient
19 care needs even during meal periods, especially that Defendant was short-staffed; and (3) be at
20 their workstations ready to resume work exactly at the end of their meal periods, forcing them to
21 leave meal periods early to put away their personal belongings back in the lockers or in proper
22 places, wait in line to clock in, and report back at their workstations on time.

23 25. Class Counsel theorized, based on documents produced by Defendant and analysis
24 thereof by expert data consultants retained by Class Counsel, that 7.7% of 35,303 meal-eligible
25 shifts had unique meal break violations (late, short or missed meal periods) and Defendant made
26 331 meal period premium payments throughout the Class Period. Thus, one calculation advanced
27 at mediation by Class Counsel resulted in Defendant's exposure for non-compliant meal periods
28 in an approximate amount of \$51,901 ([0.077 x 35,303 unique meal break violations] – 331 meal

1 period premium payments x \$21.74 /hour).

2 26. Class Counsel understand that Defendant makes the following defenses in
3 connection with this claim: Defendant argues that it had compliant meal period policies and
4 practices. Defendant argues that Class Members took timely and full meal periods. Defendant
5 contends that its policy requires its employees to take timely and full meal periods. Defendant
6 further contends that any instance of a Class Member failing to take a compliant meal period was
7 voluntary, in violation of its meal period policy, would necessitate an individualized inquiry and
8 would not lend itself to a manageable trial. Thus, Defendant contends that *no* monies are owed for
9 this account but, even if any amounts were due, the amount calculated by Class Counsel is
10 excessive.

11 **Recovery of Damages for Non-Compliant Rest Periods**

12 27. Class Counsel theorized at mediation, based on Plaintiffs' narrative evidence, that
13 Defendant's rest period practices throughout the Class Period were non-compliant because rest
14 periods were late, short, or missed due to: (1) Defendant's short-staffing, such that rest periods
15 were scheduled by office managers with coverage for continued patient care; and (2) employees
16 having to walk to the locker room or suitable break area, and be back at their workstations on
17 time. Defendant made approximately twenty (20) rest period premiums issued throughout the
18 Class Period.

19 28. Thus, one calculation performed by Class Counsel resulted in, assuming a forty
20 percent (40%) violation rate for the 36,692 rest-eligible shifts, Defendant's exposure for failure to
21 provide compliant rest periods in a conservative amount of \$318,900 ([36,692 shifts – 20 rest
22 period premium payments] x 0.40 violation rate x \$21.74/hour).

23 29. Class Counsel understand that Defendant makes the following defenses in
24 connection with this claim: Defendant argues that it had compliant rest period policies and
25 practices. Defendant argues that Class Members took timely and full rest periods. Defendant
26 contends that its policy requires its employees to take timely and full rest periods. Defendant
27 further contends that any instance of a Class Member failing to take a compliant rest period was
28 voluntary, in violation of its rest period policy, would necessitate an individualized inquiry and

1 would not lend itself to a manageable trial. Defendant contends that a forty percent (40%) violation
2 rate is a wild exaggeration of non-compliant rest periods, if there were any. Thus, Defendant
3 contends that *no* monies are owed for this account but, even if any amounts were due, the amount
4 calculated by Class Counsel is excessive.

5 **Failure to Indemnify for Business Expenses**

6 30. Class Counsel theorized, based on Plaintiff's narrative evidence, that Defendant
7 failed to indemnify Class Members for necessary business expenses because Defendant required
8 Class Members to use their personal cellphones for work-related purposes, such as for clocking
9 in and out before the installation of timeclocks, and for attending Zoom conference calls. Class
10 Counsel theorized, based on documents produced by Defendant, including employee handbook,
11 that employees were entitled to a \$25.00 reimbursement for cellphone costs per month (\$12.50
12 per biweekly Pay Period).

13 31. Class Counsel theorized, based on documents produced by Defendant and analysis
14 thereof by expert data consultants retained by Class Counsel, that there were approximately 4,487
15 Pay Periods throughout the Class Period. Thus, one calculation performed by Class Counsel
16 resulted in Defendant's exposure for failure to indemnify for business expenses of \$56,088 (4,487
17 pay periods x \$12.50).

18 32. Class Counsel understand from the mediator and the mediation process that
19 Defendant argued the following: Defendant argued that it reimbursed employees for all expenses
20 incurred in furtherance of work. Defendant also argued that Class Members were using their
21 cellphones, for personal use and Defendant has no obligation to reimburse Class Members for
22 such use. Thus, Defendant contends that it owes no monies to Class Members under this theory,
23 either.

24 **Wage Statement Violations**

25 33. Class Counsel theorized that Class Members are entitled to recover penalties for
26 Defendant's alleged failure to issue compliant wage statements under Labor Code section 226,
27 subdivision (e), for the derivative impact of the failure to pay all wages owed on providing
28 accurate information on wage statements. Specifically, Class Counsel theorized that penalties are

1 owed under Labor Code section 226 due to, at minimum, Defendant's failure to pay premium
2 wages. A non-exempt employee suffering injury as a result of a knowing and intentional failure
3 by an employer to comply with Labor Code section 226, subdivision (a), is entitled to recover the
4 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
5 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.
6 Class Counsel understand from the data provided by Defendant that there were 2,227 pay periods
7 during the relevant statutory time period for Class Members. If, in fact, Class Members worked
8 every off-the-clock every shift as set forth above, and no rest premiums were paid, every wage
9 statement would thus, Class Counsel theorized, violate Labor Code section 226. Thus, one
10 calculation performed by Class Counsel, resulted in Defendant's maximum exposure for wage
11 statement violations in the amount of \$222,700 (2,227 pay periods x \$100/pay period).

12 34. Class Counsel understand that Defendant makes the following defenses in
13 connection with this claim: Defendant contends that the wage statements issued to the employees
14 fully complied with Labor Code section 226. Defendant contends that because it believes no wages
15 are unpaid that, thus, there can be no derivative penalties. However, Class Counsel also understand
16 the risks inherent in this claim if the above claims were not certified. Class Counsel also had to
17 factor in, and did factor in, the risk that the Court would find there was no injury to Class Members
18 even if the wage statements were inaccurate or that Defendant's conduct was not intentional, both
19 of which are requirements of Labor Code section 226 before penalties can issue. Class Counsel
20 also note that the calculation used does not take into account the first pay period violation only
21 being \$50 and the fact that all Class Members did not work all pay periods and, therefore, do not
22 qualify for the maximum penalty of \$4,000 as calculated in Plaintiff's exposure model used at
23 mediation.

24 **Waiting Time Penalties**

25 35. Pursuant to Labor Code sections 201, 202, and 203, each employee in the relevant
26 statutory period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days'
27 worth of wages as waiting time penalty for not being paid all wages due upon separation from
28 employment. Class Counsel theorized, based on relevant documents provided by Defendant, that,

1 under Labor Code section 203, Defendant is liable to pay each Class Member, who was terminated
2 during the relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure
3 to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages
4 due at the time of termination or resignation. Based on relevant documents provided by Defendant,
5 there were approximately 136 Class Members who were terminated or resigned during the relevant
6 statutory period. Thus, one calculation performed by Class Counsel resulted in Defendant's
7 exposure for waiting time penalties to be approximately \$709,594 (136 separated Class Members x
8 \$21.74/hour x 8 hours x 30 days).

9 36. Class Counsel understand that Defendant contends that there is no credence to
10 Plaintiff's off-the-clock theory and that, thus, no waiting time penalties are owed based on that
11 theory. Finally, Defendant contends that its actions were not "willful" and that, thus, waiting time
12 penalties cannot be awarded. Thus, Defendant argued that no waiting time penalties are owed.

13 **PAGA Penalties**

14 37. Class Counsel understand, as of the date of mediation, from the time and payroll
15 data provided by Defendant that Aggrieved Employees collectively worked 4,702 Pay Periods in
16 the PAGA Period. Plaintiffs' claims in the Action under PAGA are substantially similar to those
17 described herein. PAGA penalties include penalties for initial violations and subsequent
18 violations. Defendant contends that only initial violation rates may be used instead of the
19 subsequent violation rates initially used by Class Counsel. With this in mind and because Class
20 Counsel through investigation and discovery did not come to the conclusion that Defendant at any
21 time were notified by any governmental entity that it violated any Labor Code sections presented
22 in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure model for Defendant
23 to include only initial violation rates.

24 38. While Class Counsel are informed and believe that reasonable minds differ with
25 regard to calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate
26 Defendant's maximum exposure in PAGA penalties as follows:

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1 a. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an
2 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
3 violations, and a violation every single pay period for every single non-exempt employee in the
4 PAGA Period, this amounts to a maximum exposure of \$235,100 (4,702 pay periods x \$50).

5 b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of
6 \$100 for an initial violation and \$250 for each subsequent violation. Using the initial pay period
7 rate for all violations and a violation every single pay period for every single Aggrieved Employee
8 in the PAGA Period, this amounts to a maximum exposure of \$470,200 (4,702 pay periods x
9 \$100).

10 c. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
11 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
12 violations and a violation every single pay period for every single non-exempt employee in the
13 PAGA Period, this amounts to a maximum exposure of \$235,100 (4,702 pay periods x \$50).

14 d. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
15 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
16 violations and a violation every single pay period for every single non-exempt employee in the
17 PAGA Period, this amounts to a maximum exposure of \$235,100 (4,702 pay periods x \$50).

18 e. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the
19 appropriate penalty for failure to reimburse work expenses, which prescribes penalties of \$100 for
20 an initial violation and \$200 for each subsequent violation. Using the initial pay period rate for all
21 violations, and a violation every single pay period for every single Aggrieved Employee in the
22 PAGA Period, this amounts to a maximum exposure of \$470,200 (4,702 pay periods x \$100).

23 f. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021)
24 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty
25 for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial
26 violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate
27 for all violations and a violation every single pay period for every single Aggrieved Employee in
28 the PAGA Period, this amounts to a maximum exposure of \$470,200 (4,702 pay periods x \$100).

1 g. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of \$100 for
2 an initial violation and \$200 for each subsequent violation. Because this violation is merited only
3 at separation of employment, a one hundred percent (100%) violation rate would likely include
4 just one violation per employee. The data produced by Defendant indicate that there were 108
5 Aggrieved Employees whose employment was separated during the PAGA Period. This amounts
6 to a maximum exposure of \$10,800 (108 Aggrieved Employees x \$100).

7 h. Conclusion: In sum, Class Counsel calculated Defendant's total maximum
8 exposure for PAGA violations if the Court were to find a one hundred percent (100%) violation
9 rate for every Aggrieved Employee every pay period and not exercise its discretion to reduce any
10 of those penalties to be \$2,126,700. Class Counsel understand that Defendant argued the following
11 in connection with this claim: Defendant contends that no PAGA penalties are likely to be awarded
12 and, even if they were, the maximum exposure calculated by Class Counsel is vastly overstated.
13 First, Defendant defends that PAGA penalties cannot and should not be stacked. Second,
14 Defendant asserts that individualized issues predominate the PAGA claims, making the claims
15 unmanageable for trial. Third, Defendant denies that a violation for each pay period can be
16 established. Fourth, Defendant contends that a Court is unlikely to exercise its discretion to award
17 civil penalties under PAGA where, as here, there is no conduct shown by Plaintiffs that would
18 show any Labor Code violation by Defendant is knowing and intentional. Defendant insists that
19 this is especially true in the Action where class action damages are available to Class Members,
20 rendering an award of PAGA penalties in addition to class action damages to be double recovery.

21 39. Class Counsel maintain that it is possible to recover the subsequent violation rate for
22 penalties, that stacking is permissible, and that there is no manageability requirement under PAGA
23 (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believe a ninety percent (90%)
24 discount of this claim to be reasonable, resulting in \$212,670 as a reasonable estimate of the
25 likelihood of what Plaintiffs may recover at trial for PAGA penalties (\$2,126,700 x 0.10).

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1 **Conclusion**

2 40. When including derivative penalties, such as waiting time penalties, wage
3 statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendant's
4 maximum exposure to be approximately \$1,807,477. In all, Class Counsel obtained a Gross
5 Settlement Amount of \$450,000.00. Particularly in light of the risks involving obstacles to class
6 certification, all issues and risks related to liability, the issues with manageability at trial, the
7 discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable
8 and adequate settlements, Class Counsel strongly believe that the settlement reached is fair,
9 reasonable and adequate, and in the best interest of Class Members.

10 41. Moreover, \$40,000.00 of the Gross Settlement Amount was attributed to PAGA
11 penalties. This allocation was decided mutually by the Parties and the mutual decision was based
12 on: (1) the fact that damages are available for the failure to pay wage claims while only penalties
13 are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline
14 to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the
15 full amount of PAGA penalties available; and (4) the risk that the Court may decline to award any
16 PAGA penalties at all in light of the fact that damages are available for Class Members and it may
17 find any further liability against Defendant unnecessarily punitive.

18 **The Proposed Attorneys' Fees and Costs are Reasonable**

19 42. Class Counsel seek an attorneys' fees award of *up to* one third (1/3) of the Gross
20 Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to
21 \$150,000.00. Class Counsel also seek reimbursement of actual litigation costs.

22 **The Requested Enhancement Awards to the Named Plaintiffs**

23 **and Class Representatives are Reasonable**

24 43. I am informed and believe Defendant do not oppose the requested enhancement to
25 Plaintiffs. Class Counsel seek an extremely limited enhancement of up to \$10,000.00 each to
26 plaintiffs Angelica Esmeralda Leyva and Michelle Delarosa, for a total of \$20,000.00 to Plaintiffs.

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1 **Conditional Certification for Settlement Purposes**

2 **Ascertainability**

3 44. Here, the Class Members definition (*i.e.*, all current and former hourly-paid or non-
4 exempt employees of Defendant within the State of California at any time during the Class Period)
5 is derived from the Operative Complaint. Based solely from Defendant's payroll records, which
6 amounts to approximately 195 persons.

7 **Numerosity**

8 45. Class Counsel understand from documents provided that Defendant identified at least
9 195 Class Members.

10 **Commonality**

11 46. This litigation is brought to resolve common issues that include whether Defendant
12 failed to pay for all hours worked; whether Defendant provided full, timely and un-interrupted meal
13 and rest periods; whether Class Members are entitled to premium pay for incomplete, untimely or
14 interrupted meal or rest periods, among other claims as set forth above.

15 **Typicality**

16 47. Plaintiffs' claims are typical of those of other Class Members as Plaintiffs: (1) are
17 non-exempt, hourly paid employees like other Class Members; (2) complain of not being paid for
18 all time under Defendant's control or suffered and/or permitted to work for Defendant; (3) did not
19 receive premium pay for meal periods that were not compliant with the Labor Code; and (4) did
20 not receive premium pay for rest periods that were not provided, among others as set forth above.

21 **Adequacy of Vedang J. Patel**

22 48. I graduated with a Bachelor of Arts degree in Economics from the University of
23 California, Davis in 2016.

24 49. I received my Juris Doctorate from the UCLA School of Law in 2019.

25 50. After graduating from law school, I practiced law as a member of Murchison &
26 Cumming, LLP on a variety of matters on behalf of defendant.

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1 51. Thereafter, I joined Bibiyan Law Group, P.C., practicing law on behalf of plaintiffs
2 in matters of employment law, and specifically on issue of unpaid wages and class action
3 settlements.

4 52. I am currently a Partner and Senior Managing Attorney at Bibiyan Law Group, P.C.
5 and head of the Settlement Department. Among other tasks, I oversee and manage all settlements
6 at Bibiyan Law Group, P.C. I also oversee several attorneys, paralegals, and legal assistants and
7 have overseen the settlement of over one hundred (100) class and PAGA matters while with
8 Bibiyan Law Group, P.C.

9 53. I have also been appointed as Class Counsel in the past in the following actions:

10 • *Ramirez v. Sea-win*, Case No. 21STCV22026, California Superior Court, County of Los
11 Angeles, Honorable Lawrence P. Riff presiding;

12 • *Ortega Chavez v. Winpak Lane, Inc.*, Case No. CIVSB2202274, California Superior
13 Court, County of San Bernardino, Honorable Jessica Morgan presiding;

14 • *Taat v. Acell. Inc.*, Case No. 37-2022-00005437-CU-OE-CTL, California Superior
15 Court, County of San Diego, Honorable Matthew Brainer presiding;

16 • *Jordan v. The Martin-Brower Company*, Case No. 21STCV41435, California Superior
17 Court, County of Los Angeles, Honorable Stuart Rice presiding;

18 • *Williams v. Marrs*, Case No. 21STCV23775, California Superior Court, County of Los
19 Angeles, Honorable Stuart Rice presiding;

20 • *Russell v. Staffmark*, Case No. CVRI2103921, California Superior Court, County of
21 Riverside, Honorable Harold Hopp presiding;

22 • *Ortega Chavez v. Winpak Lane, Inc., et al.*, Case No. CIVSB2202274, California
23 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

24 • *Carrasco v O.H. Barkhordar D.D.S., Inc., et al.*, Case No. 22STCV21188, California
25 Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;

26 • *Correia v. Gallo Glass Company, et al.*, Case No. CV-21-006459, California Superior
27 Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;

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

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

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

7 • *Helaire, et al. v. Smithfield Packaged Meats Corp., et al.*, Case No. JCCP5244,
8 California Superior Court, County of San Bernardino, Honorable Jesica Morgan, presiding;

9 • *Davood v. NKSFB, LLC*. Case No. 22STCV17305, California Superior Court, County of
10 Los Angeles, Honorable Christopher Lui presiding.

11 • *Flores v. United Maintenance Company, Inc., et al.*, Case No. 21STCV07008, California
12 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;

13 • *Cabral v. Laser Care Specialists, A Professional Medical Corporation, et al.*, Case No.
14 21STCV25443, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl
15 presiding;

16 • *Lopez Cabrera v. South Valley Almond Company, LLC, et al.*, Case No. BCV-2-100722,
17 California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;

18 • *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.*, Case No.
19 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F.
20 Highberger presiding;

21 • *Trigueros Garcia v. Highland Plastics, Inc., et al.*, Case No. CVRI2202836, California
22 Superior Court, County of Riverside, Honorable Harold Hopp presiding;

23 • *Magana Ramirez v. 360 Support Services, et al.*, Case No. 22STCV20456, California
24 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

25 • *Helaire v. Smithfield Packaged Meats Corp., et al.*, Case No. JCCP5244, California
26 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

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

1 • *Hernandez v. Central Valley Recovery Services, et al.*, Case No. VCU290220, California
2 Superior Court, County of Tulare, Honorable Brett Hillman presiding;
3 • *Kelley v Applus Technologies, Inc., et al.*, Case No. CIVSB2204889, California Superior
4 Court, County of San Bernardino, Honorable Jessica Morgan presiding;
5 • *Mcintosh v. WWL Vehicle Services Americas Inc., et al.*, Case No. 56-2022-00562544-
6 CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats
7 presiding;
8 • *Moore v. Dnata US Inflight Catering LLC, et al.*, Case No. CGC-20-586512, California
9 Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;
10 • *Peterson v. Sorenson Engineering, Inc., et al.*, Case No. CIVDS2023994, California
11 Superior Court, County of San Bernardino, Honorable David Cohn presiding;
12 • *Torres v. Laurel Avenue, LLC, et al.*, Case No. CIVSB2202708, California Superior
13 Court, County of San Bernardino, Honorable David Cohn presiding;
14 • *Ruiz v. Kleen Harvest, Inc., et al.*, Case No. 21CV002319, California Superior Court,
15 County of Monterey, Honorable Thomas W. Wills presiding;
16 • *Russell v. Staffmark Investment LLC, et al.*, Case No. CVRI12103921, California
17 Superior Court, County of Riverside, Honorable Harold Hopp presiding;
18 • *Vargas-Flores v. Barbor Bay Club, Inc., et al.*, Case No. 21CV002396, California
19 Superior Court, County of Alameda, Honorable Michael Markman presiding;
20 • *Low v. Triple Canopy, Inc., et al.*, Case No. 37-2023-0007078-CU-OE-CTL, California
21 Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;
22 • *Lopez v. Bachem Americas, Inc., et al.*, Case No. 23STCV04258, California Superior
23 Court, County of Los Angeles, Honorable Laura Seigle presiding;
24 • *Romero v. Armstrong Installation Service, et al.*, Case No. 22CV022519, California
25 Superior Court, County of Alameda, Honorable Noel Wise presiding;
26 • *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California
27 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding;
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1 • *Mendoza Cendejas v. E. & J. Gallo Winery, et al.*, Case No. CV-22-005396, California
2 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
3 • *Garcia v. Nature Fresh Farms, LLC, et al.*, Case No. ECU001961, California Superior
4 Court, County of Imperial, Honorable Jeffery B. Jones presiding;
5 • *Machuca v. Charleys Philly Steaks, et al.*, Case No. FCS057713, California Superior
6 Court, County of Solano, Hon. Christine A. Carringer presiding;
7 • *Machuca v. Charleys Philly Steaks, et al.*, Case No. FCS058064, California Superior
8 Court, County of Solano, Hon. Christine A. Carringer presiding;
9 • *Olivares v. PCI Industries, LLC, et al.*, Case No. 22STCV37965, California Superior
10 Court, County of Los Angeles, Hon. Samantha P. Jessner presiding;
11 • *Sarmiento v. The Neil Jones Food Company, et al.*, Case No. 21CECG03825, California
12 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding;
13 • *Jimenez v. Route 66, Post Acute LLC Agency, LLC, et al.*, Case No. 23STCV03441,
14 California Superior Court, County of Los Angeles, Hon. Laura A. Seigle presiding;
15 • *Diaz v. UCA General Insurance Services, Inc., et al.*, Case No. 30-2021-01185227-CU-
16 OE-CXC, California Superior Court, County of Orange, Hon. Randall J. Sherman presiding;
17 • *Moctezuma v. Direct Line Global, LLC, et al.*, Case No. 23CV033075, California
18 Superior Court, County of Alameda, Hon. Michael Markman presiding;
19 • *Williams v. Fortec Medical, Inc., et al.*, Case No. 22CV014116, California Superior
20 Court, County of Alameda, Hon. Michael Markman presiding; and
21 • *Arballo et al. v. California Custom Fruits and Flavors, Inc., et al.*, Case No.
22 22STCV35657, California Superior Court, County of Los Angeles, Hon. Elihu Berle presiding;
23 • *Boothe et al. v. Lemonade Restaurant Group, LLC, et al.*, Case No. 22STCV38302,
24 California Superior Court, County of Los Angeles, Hon. Laura Seigle presiding;
25 • *Montoya et al. v. FPR II, L.L.C., et al.*, Case No. 22CV404499, California Superior
26 Court, County of Santa Clara, Hon. Theodore C. Zayner;
27 • *Martinez Flores v. APT Maintenance, Inc., et al.*, Case No. 22CV024427, California
28 Superior Court, County of Alameda, Hon. Somnath Raj Chatterjee presiding; and

1 **Superiority of Class Action**

2 56. Class Counsel believe this wage and hour class action is a superior vehicle for
3 resolution of the issues it seeks to resolve. It deals with common issues that are most efficiently
4 adjudicated together, as indicated above. Moreover, with at least 195 Class Members, presentation
5 of all of them before this Court may be problematic, impractical, and burdensome.

6
7 I declare under penalty of perjury under the laws of the state of California that the
8 foregoing is true and correct this September 4, 2026, at Los Angeles, California.

9
10 /s/ Vedang J. Patel

11 VEDANG J. PATEL
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