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Attorneys for Plaintiff DAVID ISAAC TOBAR ORTIZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

DAVID ISAAC TOBAR ORTIZ, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

EPICUREAN GROUP, a California corporation; and DOES 1 through 50,

Defendants.

Case No.: 23CV424299

[Assigned for All Purposes to:
Hon. Beth McGowen, Dept. 22]

DECLARATION OF WILLIAM C. SUNG IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE PAYMENTS

(Filed concurrently with Motion for Final Approval; Supporting Declarations; and [Proposed] Order and Judgment)

DATE: December 17, 2026
TIME: 1:30 p.m.
DEPT: 22

Action Filed: October 17, 2023
Trial Date: Not Set

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

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of record for Plaintiff David Isaac Tobar Ortiz ("Plaintiff") in this action. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. Enclosed as **Exhibit 1** is a true and correct copy of the Class Action and PAGA Settlement Agreement (the "Agreement"). Enclosed as **Exhibit 2** is a true and correct copy of the Court's Order Granting Preliminary Approval of Class Action and PAGA Settlement.

THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE

3. Plaintiff initiated pre-certification written discovery prior to the Parties agreeing to mediation. In connection with mediation, the Parties engaged in extensive informal discovery. Defendant produced (1) the number of current/former employees, number of Class Workweeks and PAGA Pay Periods; (2) a 20% sampling of time and payroll records; (3) Defendant's employee handbooks and standalone policy documents; and (4) Plaintiff's personnel records and wage statements. Plaintiff met and conferred with Defendant following its initial production and obtained additional class data and relevant policy information

4. In preparation for mediation, Class Counsel worked with an expert data scientist with prior wage and hour class action litigation experience and conducted a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by Defendant to create a detailed exposure analysis for all claims at issue. This discovery and analysis allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims, and Defendant's potential defenses.

5. On August 26, 2025, the Parties participated in a full-day mediation with Tagore Subramaniam, Esq. a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses, and reached a class and PAGA settlement at the mediation.

6. As discussed in detail in Plaintiff's Motion for Preliminary Approval, Class Counsel estimated that the potential realistic recovery for the Class would be approximately $2,594,059.00. The proposed Settlement of $1,300,000.00 represents approximately 50.11% of the reasonably forecasted recovery for the Class. Final approval is appropriate since the Settlement will provide significant monetary relief to the Class, which is consistent with what Class Counsel believe could have been recovered had the case proceeded through trial.

ATTORNEY QUALIFICATIONS

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

8. After passing the California Bar in December 2011, I began practicing management-side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of Lewis Brisbois' Wage & Hour Class Action Practice Group. In November 2020, I was elevated as the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity partner, becoming one of the youngest equity partners and the third Asian-American equity partner in the history of this 1,500-attorney firm. During my tenure as a wage and hour class action defense attorney, I represented employers in over 80 wage and hour class and/or PAGA action lawsuits.

9. In July 2023, I joined Justice for Workers, P.C. ("JFW") and began heading its Complex Litigation Practice Group where I focus my practice on representing employees in wage and hour class and PAGA action lawsuits. In my current practice at JFW, I serve as the lead plaintiff's counsel on over

100 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 70 other class and/or PAGA actions at mediation. The following are cases in which I have received final approval of class action settlement and I was appointed as class counsel*: Annette Dearing v. Love's Country Stores of California*, Madera County Superior Court Case No. MCV090813, final approval of class/PAGA settlement granted on July 27, 2026; *Marcos Beltran v. Fondomonte California LLC*, Riverside Superior Court Case No. CVRI2402849, final approval of class/PAGA settlement granted on June 26, 2026; *Chelsey Richardson, et al. v. Telecare Corporation*, Stanislaus County Superior Court Case No. CV-24-006292, final approval of class/PAGA settlement granted on June 1, 2026; *Juan Carlos Castellanos v. MG Drywall Construction, Inc.*, Los Angeles Superior Court Case No. 24STCV03488, final approval of class/PAGA settlement granted on May 27, 2026*; Doris Nathan v. The Muller Company, LLC*, Los Angeles Superior Court Case No. 23STCV24395, final approval of class/PAGA settlement granted on April 30, 2026; *Cody Yandell v. Iron Delta Security*, Los Angeles Superior Court Case No. 24STCV07830, final approval of class/PAGA settlement granted on April 27, 2026; *Darcy Nuber v. Fever Labs, Inc.*, Los Angeles Superior Court, Case No. 23STCV21796, final approval of class/PAGA settlement granted on March 30, 2026; *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No. 23STCV22743, final approval of class/PAGA settlement granted on February 11, 2026; *Andrew Carmona v. Western Holdings Group dba Los Angeles Property Management Group*, Los Angeles Superior Court, Case No. 23STCV24028, final approval of class/PAGA settlement granted on January 29, 2026; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior Court, Case No. 23STCV23713, final approval of class/PAGA settlement granted on January 28, 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No. 23STCV21120, final approval of class/PAGA settlement granted on January 22, 2026; *Amourafina Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final approval of class/PAGA settlement granted on January 9, 2026; *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final approval of class/PAGA settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA settlement granted on December 5, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior

Court Case No. 23STCV26247, final approval of class/PAGA settlement granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on August 19, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on May 7, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA settlement granted on December 18, 2024..

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

and hour class and PAGA action lawsuits. Ms. Luu has been appointed as class counsel in all of the cases referenced above. Joseph C. Ramli, Esq.'s primary practice has been employment law throughout his entire legal career. Mr. Ramli received his J.D. from the Pepperdine University Rick J. Caruso School of Law in 2021. Shortly after passing the California State Bar, Mr. Ramli practiced as a labor and employment associate starting in March 2022 representing employers in wage and hour class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and O'Hagan Meyer LLP. In January 2025, Mr. Ramli joined JFW and as an associate in the Complex Litigation Practice Group, where he focuses his practice on representing employees in wage and hour class and PAGA action lawsuits.

THE RISKS INHERENT IN CONTINUED LITIGATION FAVOR FINAL APPROVAL

11. Here, Defendant has presented defenses to all of Plaintiff's claims and theories of liability. Here, Defendant has presented defenses to all of Plaintiff's claims and theories of liability. Plaintiff alleged that he regularly worked through his meal breaks off the clock without pay. Defendant argued it has compliant policies that prohibit working off the clock and require all employees to receive wages for all hours worked. The 20% sampling payroll data evidenced that Defendant paid Class Members over $800,000 in overtime and over $28,000 in double time wages. Defendant thus contended that Plaintiff's off-the-clock work claim is individualized and not suited for class certification since there is no evidence of a common policy or practice forcing Class Members to work off the clock and numerous job site-by-job site individual inquiries would be needed to assess which Class Members, if any, worked off the clock, how often, the reasons why a particular Class Member worked off the clock, and whether Defendant knew or should have known that Class Members worked off the clock for the imposition of classwide liability.

12. Plaintiff claimed that Defendant failed to provide Class Members with compliant meal and rest breaks. In response, Defendant argued that it maintained compliant meal and rest period policies and practices throughout the Class Period and always provided compliant meal and rest periods in line with those policies. Defendant pointed to the fact that the sampling data show it paid nearly $20,000 in meal period premiums as evidence of its superior meal and rest period compliance practices. As such, Defendant maintained that Plaintiff's meal and rest period claims are not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant meal

or rest periods, how many meal or rest periods were non-compliant, and the reasons why a particular employee did not take a meal or rest period on a particular shift and a premium was not paid.

13. to Plaintiff's derivative claims for wage statement and waiting time penalties, Defendant argued that it possessed strong, good faith defenses to Plaintiff's underlying claims and these claims cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). Defendant relied on the California Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and intentional" finding under Labor Code § 226(e) for the imposition of penalties.

14. The PAGA cause of action is similarly derived from underlying claims for unpaid wages and meal and rest period premiums. In addition to Defendant's defenses on the merits as discussed above, Defendant also asserted that the Court would drastically reduce any award of PAGA penalties as "confiscatory."

15. The risks of this case were weighed by Class Counsel and should be considered a significant factor by the Court in its determination of final approval. Class Counsel obtained a very substantial settlement for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of costs by the Class Members or the Class Representative. The Settlement also affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all.

16. While Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial. Class Counsel have also assessed the same risks in connection with the current settlement. Because the Settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation—not to mention the threat of litigation fees and costs—Class Counsel believe that the Settlement warrants the Court's final approval.

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17. Based on my experience in litigating and resolving class and PAGA representative actions, I believe the Settlement is fair, reasonable, and adequate, and in the best interest of the Class as a whole. Similarly, counsel for Defendant is in favor of this Settlement.

THE REQUESTED ATTORNEY'S FEES AND COSTS SHOULD BE APPROVED

18. In assessing the reasonableness of the billing rates for the attorneys at Justice for Workers, P.C., the firm refers to the "Laffey Matrix" to set 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 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). When comparing the billing rates for attorneys at Justice for Workers, P.C. with the Laffey Matrix, the attorneys either bill at or below the rate for similarly skilled and tenured legal professionals.

19. As of the execution of this Declaration, attorneys at Justice for Workers, P.C. incurred lodestar totaling $206,080.00 and 260.70 attorney hours in this matter. I have reviewed my firm's lodestar and believe the charges are reasonable and were reasonably necessary to the conduct of the case.

20. Class Counsel's requested fee award of $455,000.00 represents a **2.21** lodestar multiplier against their lodestar of $206,080.00. Class Counsel' lodestar is itemized in the following table:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (16th Year Attorney)	$1,019	$900	184.80	$166,320.00
Tiffany L. Luu (6th Year Attorney)	$625	$550	36.20	$19,910.00
Joseph C. Ramli (5th Year Attorney)	$625	$500	39.70	$19,850.00
		TOTAL	**260.70**	**$206,080.00**

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21. The work performed by Class Counsel include, but are not limited to, meetings with Plaintiffs regarding Plaintiffs' work experience and status of the litigation, mediation, settlement, and settlement approval; extensive research and analysis into Defendant's corporate background, litigation history, and liability theories; propounding written discovery, propounding written discovery, review and analysis of significant amount of documents produced by Defendant via formal and informal pre-mediation production; extensive telephonic and written meet and confer conferences with Defendant's counsel regarding case management, substituting new class representing, mediation, settlement documents, and settlement approval; overcoming Defendant's efforts to pick off the original plaintiff and Plaintiff; research and draft motion for leave to replace class representative, preparation and submission of Plaintiff's PAGA Notice; drafting two complaints; preparation of joint reports and attentions of status conferences; working with an expert data scientist to analyze the records and preparation of a damages model; research and drafting of Plaintiff's mediation brief and participation in mediation; negotiating multiple drafts of the Memorandum of Understanding, Agreement, and supporting documents thereto; research, preparation, finalization, and filing Motion for Preliminary Approval, Motion for Final Approval, and accompanying filings; preparing for and attending hearings on these Motions; and overseeing the notice administration process and distribution of funds; and communications with Class Members regarding the Settlement, notice administration, and settlement approval.

22. Additionally, Class Counsel estimate they will devote no less than 15 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 from Class Members, and communicate with Plaintiff regarding the case.

23. In reaching this Settlement, Class Counsel carefully considered the strength of the case versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining class certification through trial. While Class Counsel is confident about the strength of Plaintiff's claims, they recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or substantially impair the value of the lawsuit.

24. Thus, continuing to litigate this action would require continued and extensive resources coupled with significant court time to proceed through contested certification, trial, and post-trial motions, which can often take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiffs were successful at trial, Class Counsel are acutely aware that a judgment does not end the litigation, and they fully expect that Defendant would likely appeal any judgment. Having litigated every stage of complex wage and hour actions, including trying a class action to verdict, litigating motions for class certification and summary judgment, and briefing and arguing appeals before appellate courts, Class Counsel are acutely aware of these risks.

25. All of the cases Justice for Workers accepts and works on are on a contingency basis. My firm does not charge any upfront fees or receive any unless and until the case is either settled or resolved through judgment. My firm invests money in the form of attorney and staff salaries and cost advances including those related to filing fees, depositions, mediations, experts, trial preparation, and trial. As such, there is a tremendous financial risk involved in all of the cases my firm take. This case was no exception.

26. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an hourly basis and thus can obtain representation only if they can find counsel who are willing to accept their case on a contingent basis and agree to advance either all or a significant portion of the costs. At the same time, most plaintiff's attorneys are neither able nor willing to accept such contingent cases unless they can anticipate that they will recover a fee greater than they would have recovered if paid on an hourly basis if they prevail after time-consuming and expensive litigation. Plaintiff's attorneys, especially in class actions, face the risk that even if they are successful in litigating a case through trial, that Defendant could be judgment-proof, raising the possibility that Class would receive no payment at all.

27. Finally, in taking this case on a purely contingency basis, Class Counsel had to turn away other fee generating work because the case required Class Counsel to not only devote considerable time and resources to effectively prosecute and settle this action, but also wait until the Settlement is fully funded before finally being made whole.

28. To date, Class Counsel's actual and anticipated litigation costs are $20,061.17, including future anticipated costs of $81.70 in filing this Motion, $19.60 in filing any supplemental brief and/or amended proposed judgment and order, and $19.60 in filing the Administrator's declaration regarding settlement distribution. Enclosed as **Exhibit 3** is a true and correct itemized list of Class Counsel's costs.

29. In addition to the invaluable services they provided, Plaintiff also took a significant risk, both professionally and monetarily, in acting as the Class Representative. Filing a lawsuit against one's employer carries an inherent reputational risk. Given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff could face negative employment prospects in the future. These risks can deter employees from asserting their rights. Additionally, because the claims alleged by Plaintiff involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the costs of Defendant had they not prevailed in this action. Despite this, however, Plaintiff agreed to pursue this case on behalf of the Class. Plaintiff took such risks upon themselves and the whole Class benefited from this. Class Members did not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. Moreover, there were no objections by any Class Member to the proposed Class Representative Service Payments.

30. On November 9, 2026, I served the LWDA via filing through its online portal with the Motion for Final Approval of Class Action and PAGA Settlement; the supporting declarations, the Order Granting Preliminary Approval of Class Action and PAGA Settlement; and the Proposed Judgment and Order Granting Final Approval of Class Action and PAGA Settlement. Enclosed as **Exhibit 4** is the LWDA's online filing confirmation

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

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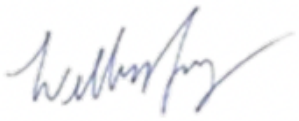
Executed on November 9, 2026 at Los Angeles, California.



William C. Sung