DECLARATION OF ATTORNEY J. FORESTER

I, J. FORESTER, declare under penalty of perjury, as follows:

1. My name is J. Forester. I am over the age of 18. The statements set forth in this declaration are made of my own personal knowledge and if called as a witness, I could and would testify competently to the matters stated below.

2. I am an attorney, in good standing, and am admitted in the Supreme Court of the United States, the Fifth, Sixth, and Tenth Circuits, and various District Courts throughout the nation. I am licensed to practice law in the state courts of Texas and the D.C Court of Appeals.

3. I am a partner in the law firm of Forester Haynie PLLC ("FH") based in Dallas, Texas and lead FH's Wage & Hour practice.

4. FH is a plaintiff's advocacy law firm that practices nationwide. I have previously received Texas "Rising Star" distinctions from Super Lawyers for the "Plaintiff Employment Litigation" category and have repeatedly been recognized by D Magazine as a "Best Lawyer" in the "Class Actions" category, among other distinctions I have received in the past.

5. Since 2014, my practice has focused almost exclusively on litigating multi-plaintiff wage and hour claims under federal and state law, and I have served as plaintiff's counsel in more than 100 class and/or collective wage and hour lawsuits, including, but not limited to, the following matters where federal courts

have approved settlements I have negotiated both under the FLSA and Rule 23's heighted standards:

- *Telleria v. Boise Pizza, Inc. et al.,* Case 1:21-cv-00271-DCN (D. ID.);
- *Christianson v. Snowy Hollow, Inc. et al.,* Case 3:24-cv-00290-CWD (D. ID.);
- *Bessey v. Mand Made Pizza, Inc. et al.,* Case 1:18-cv-00938-LTB (D. CO.);
- *McFadden v. NFSM Pizza, Inc.*, et al., Case 18-cv-204 (D. WY.);
- *Fletcher & Murray v. Tips, Inc.,* Case 1:18-cv-00937 (D. CO.);
- *McKeon v. Integrity Pizza LLC*, et al, Case 18-cv-00932 (D. CO.);
- *Fitzgerald v. Romans Road Pizza, Inc. et al*, Case No. 4:20-cv-577 (E.D. MO);
- *Fisher v. Wilson Pizza CK Inc. et al.,* Case 3:18-cv-479-CRS (W.D. KY.);
- *Rechtoris v. Dough Management, Inc. et al.*, Case 3:18-cv-708 (N.D. IN.); *Marnoch and Breit v. GBR Pizza, Inc. et al*, Case 5:19-cv-257 (E.D. N.C.);
- *Doyle v. Be Hurd, Inc. et al.*, Case 3:20-cv-138 (E.D. TN.);
- *Hathaway v. Valley Pizza, Inc. et al.,* Case No. 1:20-cv-00089 (E.D. TN);

- *Smith v. Southeastern Pizza People, Inc. et al*, Case 7:19-cv-105 (E.D. N.C.);
- *Ball v. New River Valley Pizza, LLC, et al*, Case 7:19-cv-362 (W.D. VA.);
- *Moreno v. Prairie Pizza, Inc*., Case No. 3:19-cv-00532 (W.D. NC); and,
- *Thompson v. Seagle Pizza, Inc. et al*, Case No. 3:20-cv-16 (W.D. KY).

6. Based on my qualifications and experience including in *Moore et al. v. Universal Protection Service LP*, Case 5:19-cv-02124 (C.D. CA)("Moore")(where this Arbitrator and later, the District Court for the Central District of California approved of a settlement whose terms are substantially mirrored in this Agreement), counsel involved in this case were able to hyper focus efforts on the data and procedures necessary to efficiently evaluate resolution of the claims at issue following an initial dispute regarding the appropriate court or tribunal to execute jurisdiction over the claims at issue.

7. I thoroughly investigated the claims advanced in this matter. Prior to negotiations that resulted in the settlement this declaration is filed to support, the Respondents produced voluminous payroll data. I reviewed that data and converted it into damage calculations. In my opinion, the settlement reached in this case constitutes a fair and reasonable compromise of a *bona fide* dispute, considering all

of the vigorously contested legal and factual issues, and considering the possible value of the claims balanced against the effort, expense, delay and risk of further litigation and possible appeals. I intently calculated possible damages, assessed the best-case and worst-case scenarios and weighed the likelihood of various potential outcomes. Based on this review, we issued an initial proposal to resolve the claims of covered opt-ins at mediation for approximately $9,500,000.00. Thus the settlement ultimately negotiated exceeds a 26% recovery of those alleged damages, which is well in-line with an amount that justifies approval. *Selk v. Pioneers Memorial Healthcare Dist.*, 159 F.Supp.3d 1164, 1172 (S.D. Cal. 2016) (26% or greater recovery sufficiently reasonable in wage and hour dispute).

8. Additionally, the settlement of this matter was informed by the settlement terms in Moore that were approved by this arbitrator. That matter was resolved on behalf of 29,107 individuals while this dispute covers fewer than the 10,000 remaining individuals who have affirmatively consented to bring similar claims. Thus, that this matter that covers roughly 34% of the claimants covered in Moore resolved for greater than a 50% rate over that prior settlement is indicative of the reasonableness of this proposed settlement.

9. On March 2, 2026 the Parties engaged in mediation with Allison Eckstrom, Esq. That mediation resulted in an initial impasse that was only resolved through a mediator's proposal. A Memorandum of Understanding was then entered

into the following month, and eventually the Settlement Agreement now submitted to the Arbitrator.

10. Under the Settlement, subject to the approval of the Arbitrator, Class Counsel requests attorney's fees in the amount of 1/3 of the Gross Settlement Amount and anticipated costs in the amount of $135,000.00. This contingency fee is a reduction from the 40% that Claimants originally agreed to and is an effort by Class Counsel to make more funds available for Claimants. Furthermore, Class Counsel's work includes investigating the underlying merits of the claim, representing nearly 10,000 opt-in plaintiffs, conducting informal discovery, calculating and analyzing detailed damage models, participating in settlement negotiations, engaging in motion practice, and communications with the Claimants and various opt-in plaintiffs.

11. This firm was retained by Claimants on a contingency fee basis. Therefore, the firm has not received any payment for our time spent litigating this case since it began. We as Class Counsel undertook the financial risk of unsuccessful litigation. Moreover, representing Claimants necessarily prevented FH from accepting other work as counsel were occupied with this case. The contingent nature of this litigation makes our request appropriate.

12. The amount requested in costs is appropriate as notice issued in this case to approximately 30,000 individuals, and will issue once more to the covered

opt-in plaintiffs. This amount is also appropriate because our private agreements with Claimants provide for a reimbursement of litigation costs in addition to payment of attorney's fees.

13. In light of the significant complexity of this case, the bevy of potential issues that could lead to a limited or zero dollar recovery for the Claimants and opt-in plaintiffs, and in light of the substantial recovery given the claims at issue in the lawsuit, Class Counsel believes the proposed Settlement to be fair and reasonable.

I declare under penalty of perjury that the foregoing is true and correct this 31st day of July, 2026 in Dallas, Texas.

By: **/s/ J. FORESTER**
J. FORESTER, ESQ.