BIBIYAN LAW GROUP, P .C.
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Keaton D. Mendoza (SBN 321172)
kmendoza@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Attorneys for Plaintiff, STUART MICHAEL POPKIN, on behalf of himself and of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STUART MICHAEL POPKIN, on behalf of himself and of all others similarly situated, Plaintiff, v. BREVILLE USA, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	CASE NO.: 23STCV27090 [Related Case No. 24STCV00250] [Assigned to the Hon. David S. Cunningham III in Department 11] **DECLARATION OF VEDANG J. PATEL IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

DECLARATION OF VEDANG J. PATEL

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, a senior attorney at Bibiyan Law Group, P.C., counsel for plaintiff Stuart Michael Popkin ("Plaintiff"), and all others similarly situated and aggrieved. As such, I am familiar with the file in this matter and, if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

2. On or around November 3, 2023, Plaintiff Stuart Michael Popkin commenced this action by filing a complaint against defendant Breville USA, Inc.("Defendant"), in the Superior Court of the State of California, County of Los Angeles, alleging claims for, among other things, failure to pay minimum wages, failure to pay overtime wages, failure to pay double-time wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay missed-break premiums, failure to reimburse business expenses, failure to timely pay final wages, failure to furnish accurate itemized wage statements, and unfair competition. (the "Class Action").

3. Pursuant to Labor Code section 2699.3, subdivision (a), on or around November 3, 2023, Plaintiff provided written notice to Defendant and the California Labor and Workforce Development Agency ("LWDA") regarding the alleged Labor Code violations. A true and correct copy of the PAGA Notice is attached to the Declaration of Vedang J. Patel as Exhibit "2."

4. On or around January 4, 2024, Plaintiff filed a separate representative complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, asserting a representative claim under PAGA for the alleged violations set forth in the PAGA Notice ("PAGA Action").

5. On or around July 24, 2025, the Parties participated in an all-day mediation presided over by Brian Walsh to resolve the Actions, and thereafter continued settlement discussions. Those efforts ultimately resulted in the Parties reaching an agreement to resolve the Actions on a class and PAGA basis.

6. As part of the Settlement, the Parties agree to stipulate to the filing of an amended complaint, in the Class Action or, to include the claims asserted in the PAGA action for purposes of

effectively consolidating the two actions. That amended complaint shall be the "Operative Complaint."

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

The Proposed Settlement

8. Subject to Court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.679, *et seq*., the Parties have agreed to settle the Action by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy of which is attached hereto as Exhibit "1" thereto. A summary of the terms of the settlement is as follows:

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

- Certification of a class ("Settlement Class" or "Settlement Class Members") defined as: all persons currently or formerly employed by Defendant Breville USA, Inc. ("Defendant") as non-exempt, hourly-paid employees in the State of California during the period from November 3, 2019, through the date of Preliminary Approval.
- Defendant will pay $342,250.00, ("Gross Settlement Amount") to resolve the matter.
- Defendant estimates that, as of the date of mediation, Class Members worked 13,827 workweeks during the Class Period. In the event the number of workweeks during the Class Period increases by more than 10%, or 1,383 workweeks, then Defendant shall have the option to either end the Class Period as of the date that the workweeks reach 15,210 or increase the GSA on a proportional basis equal to the percentage increase in

the workweeks above 10% (i.e., if there is a 12% increase in the number of workweeks during the Settlement Class Period, Defendant has the option to increase the GSA by 2% to cover the entire Class Period). The workweek value shall be calculated by dividing the GSA by 13,827. The Parties agree that the workweek value amounts to $25.00 per workweek ($342,250 / 13,827 workweeks).

- Defendant will pay the employer's share of payroll taxes separate and apart from the Gross Settlement Amount.
- This is a non-reversionary settlement.
- Settlement Class Members will be paid their *pro rata* share of the class action settlement based on the total number of Workweeks[1] worked during the Class Period.
- The Settlement Administration costs, estimated not to exceed $20,000.00, will be paid out of the Gross Settlement Amount.
- Class Counsel, comprised of David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., may apply for, and Defendant will not oppose, attorneys' fees of not more than thirty-five (35%) of the Gross Settlement Amount which, unless escalated pursuant to the Settlement Agreement, amounts to $119,875.00, and actual costs, not to exceed $30,000.00, all of which will be paid out of the Gross Settlement Amount.
- Class Counsel hereby apply for, and Defendant will not oppose, a service award of up to $7,500.00 to Plaintiff, which will be paid out of the Gross Settlement Amount.
- Class Counsel hereby apply for, and Defendant will not oppose, a service award of up to $7,500.00 to Plaintiff, which will be paid out of the Gross Settlement Amount.
- "Aggrieved Employees" means all persons currently or formerly employed by Defendant Breville USA, Inc. ("Defendant") as non-exempt, hourly-paid employees in the State of California during the period from November 3, 2022, through the end of the Class Period ("PAGA Period").
- Defendant has agreed to pay $34,200.00 as PAGA penalties, seventy-five percent

[1] "Workweek" means any week during which a Class Member worked for Defendant at least one day during the Class Period, based on hire date(s), termination date(s), and re-hire date(s).

(75%) or $25,650.00 of which will be paid to the Labor and Workforce Development Agency ("LWDA") out of the Gross Settlement Amount, and twenty-five percent (25%) or $8,550.00 of which will be distributed to Aggrieved Employees.

- For any Settlement Class Member whose payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office, Unclaimed Property Division, in the name of the Settlement Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

Settlement Agreement and Accompanying Documents

9. Attached hereto as Exhibit "1" is the Settlement Agreement. Attached to the Settlement Agreement as Exhibit A is the proposed "Class Notice" to be distributed to Class Members in English and Spanish.

10. Class Counsel has selected to use Phoenix Settlement Administrators ("Phoenix"), an experienced Settlement Administrator, to administer the settlement.

11. On or about August 13, 2026, my office submitted a copy of the Settlement Agreement to the California Labor and Workforce Development Agency ("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 Plaintiff is attached hereto as Exhibit 3.

The Settlement Is Fair and Reasonable Based Upon Objective Evidence

The Settlement was Negotiated at Arm's-Length and is not Collusive

12. 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 formal and 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 Plaintiff and expert consultant; analysis of shifts and Workweeks worked by Settlement 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 Settlement Class Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiff's 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.

13. While Class Counsel believes in the chance of success of certifying the claims, Class Counsel recognized the potential risk, expense and complexity posed by further litigation. Moreover, litigating Plaintiff's claims in this litigation—claims that involve approximately 125 Settlement Class Members during the Class Period—would require substantial preparation and discovery and ultimately would involve the deposition and presentation of numerous more witnesses (including Settlement Class Members and expert witnesses), as well as the consideration, preparation and analysis of expert reports. Therefore, should litigation have progressed any further, there would have been significant expense incurred by each side (above and beyond the expense already incurred).

The Settlement Amount is Well Within Range of Reasonableness

14. The settlement amount reached in this case provides significant recovery to Settlement Class Members and Aggrieved Employees and easily falls within the range of reasonableness. Based on documents and information provided by Defendant, Settlement Class Counsel understands there are approximately 13,827 Workweeks during the Class Period.

Unpaid Wages for Failure to pay Off-the-Clock Work

15. Class Counsel theorized, based on Plaintiff's narrative evidence and documents produced by Defendant, that Defendant failed to pay all wages due to Settlement Class Members because Defendant required Settlement Class Members to work off-the-clock or Settlement Class Members spent time off-the-clock under Defendant's control, including, without limitation, spending time waiting in line to clock in, making calls off the clock, and finishing work tasks off

the clock like watching YouTube videos regarding product. Moreover, Class Counsel theorized on the same basis, that Defendant practiced recording synthetic time entries for the start and end of shifts, e.g., rounding time entries for the start and end of shifts nearly all exactly a quarter to the hour, instead of actual time worked, giving rise to a reasonable presumption that Defendant failed to pay Settlement Class Members for all wages due.

16. One theory advanced by Class Counsel based on Plaintiff's narrative evidence was that Settlement Class Members worked off-the-clock for approximately eight (8) minutes each shift throughout the Class Period, without pay. Class Counsel understand, based on time and payroll records produced by Defendant and analysis thereof by expert data consultants retained by Class Counsel, that there were approximately 45,368 shifts during the Class Period, approximately 15% of shifts were greater than eight (8) hours in length, and that Settlement Class Members had an average regular hourly rate of pay of $22.71. Thus, one calculation performed by Class Counsel resulted in **Defendant's exposure for unpaid off-the-clock work in an amount of approximately $263,784** ([45,368 shifts x 0.150 shifts over eight hours x 0.133 hour per shift x $22.71/hour x 1.5 overtime rate] + [45,368 shifts x 0.850 shifts under eight hours x 0.133 hour per shift x $22.71/hour x 2 in liquidated damages]).

17. Class Counsel understands that Defendant make the following defenses in connection with this claim: Defendant contends that their policies specifically prohibit off-the-clock work. Defendant contends that they did not require Settlement Class Members to work off-the-clock and, rather, they were paid for all time required to work. Defendant contends that any allegations that Settlement Class Members were required to be under Defendant's control off-the-clock would necessitate an individualized inquiry into when and why, making this claim not subject to class treatment and any trial in this litigation unmanageable. Furthermore, Defendant contends that they do not have a rounding policy, but that any time rounding that may have occurred benefitted Settlement Class Members rather than harmed them. Thus, Defendant contends that no damages can be recovered here, and, even if, *arguendo*, they could, an estimate of eight (8) minutes of unpaid

time worked for *every single* shift worked by Settlement Class Members during the Class Period is a wild exaggeration of time spent working off-the-clock if *any* such time was spent.

Recovery of Damages for Non-Compliant Meal Periods

18. Class Counsel theorized, based on Plaintiff's narrative evidence and documents produced by Defendant, that Defendant's meal period policies and practices throughout the Class Period were non-compliant, as they were either late, short, or missed entirely. Class Counsel theorized that Defendant's policies were non-compliant because they did not inform Settlement Class Members when they are entitled to meal periods, that they are entitled to a second meal period, and due to Defendant's rounding policy. Class Counsel also theorized, based on Plaintiff's narrative evidence, that meal periods were oftentimes late, missed, or short. However, Class Counsel note that some meal period premiums were paid.

19. Class Counsel theorized that there are approximately 3,665 unique meal period violations (*i.e.* meal periods that were missed, short, or were exactly 30 minutes in length). Thus, one calculation performed by Class Counsel at mediation resulted in **Defendant's exposure for failure to provide compliant meal periods in a conservative amount of $67,176** [(3,665 shifts – 707 meal period premiums paid) x 22.71/hour).

20. Class Counsel understands that Defendant makes the following defenses in connection with this claim: Defendant argued that they had compliant meal period policies and practices. Defendant argued that Settlement Class Members took timely and full meal periods, as they were required to do. Defendant further contends that any instance of a Settlement Class Member failing to take a compliant meal period was voluntary, in violation of their meal period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Finally, Defendant points out the numerous meal period premiums paid as evidence of compliance. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

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Recovery of Damages for Non-Compliant Rest Periods

21. Class Counsel theorized at mediation, based on documents produced by Defendant and Plaintiff's narrative evidence, that Defendant's rest period policies and practices throughout the Class Period were non-compliant due to many of the reasons outlined for meal period violations. Furthermore, there were no rest period premiums ever issued throughout the Class Period. Thus, one calculation performed by Class Counsel at mediation resulted in, assuming a 40% violation rate, **Defendant's exposure for failure to provide compliant rest periods in a conservative amount of $397,652** (43,775 shifts x 0.4 violation rate x $22.71/hour).

22. Class Counsel understands that Defendant makes the following defenses in connection with this claim: Defendant argued that they had compliant rest period policies and practices. Defendant argued that Settlement Class Members took timely and full rest periods. Defendant contends that his policies require employees to take timely and full rest periods. Defendant further contends that any instance of a Settlement Class Member failing to take a compliant rest period was voluntary, in violation of their rest period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Finally, Defendant contends that a 40% violation rate is a wild exaggeration of non-compliant rest periods, if there were any. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

Wage Statement Violations

23. Class Counsel theorized that Settlement Class Members are entitled to recover penalties for Defendant's alleged failure to issue compliant wage statements under Labor Code section 226, subdivision (e), because their shift involved off-the-clock work that was not included on wage statements. Further, many shifts included meal period and rest period violations for which premiums were not paid. Thus, Plaintiff contends that Defendant is liable for wage statement violations for every period during the wage statement penalty period. Class Counsel understand from the data provided by Defendant that there were 3,685 pay periods in the wage statement liability period. Thus, Plaintiff contends that Defendant's maximum exposure at trial for wage

statement violations would be **$368,500** (3,685 pay periods in wage statement period x $100 penalty).

24. Class Counsel understand that Defendant makes the following defenses in connection with this claim: Defendant contends that the wage statements issued to the employees fully complied with Labor Code section 226. Defendant contends that because they believe no wages are unpaid that, thus, there can be no derivative penalties. However, Class Counsel also understands the risks inherent in this claim if the above claims were not certified. Class Counsel also had to factor in, and did factor in, the risk that the Court would find there was no injury to Settlement Class Members even if the wage statements were inaccurate or that Defendant's conduct was not intentional, both of which are requirements of Labor Code section 226 before penalties can issue. Class Counsel also note that the calculation used does not consider the first pay period violation only being $50 and the fact that all Settlement Class Members did not work all pay periods.

Waiting Time Penalties

25. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days' worth of wages as waiting time penalty for not being paid all wages due upon separation from employment. Class Counsel theorized, based on relevant documents provided by Defendant that, under Labor Code section 203, Defendant is liable to pay each Settlement Class Member, who was terminated during the relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages due at the time of termination or resignation. Based on relevant documents provided by Defendant, there were approximately 42 Settlement Class Members who were terminated or resigned during the relevant statutory period. Thus, one calculation performed by Class Counsel resulted in **Defendant's exposure for waiting time penalties to be approximately $228,916** (42 separated Settlement Class Members x $22.71/hour x 8 hours x 30 days).

26. Class Counsel understand that Defendant contends there is no credence to Plaintiff's off-the-clock theory and that, thus, no waiting time penalties are owed based on that theory. Finally,

Defendant contends that their alleged actions were not "willful" and that, thus, waiting time penalties cannot be awarded. Thus, Defendant argued that no waiting time penalties should be issued.

PAGA Penalties

27. Class Counsel understand, as of the date of the mediation, from the time and payroll data provided by Defendant that Aggrieved Employees collectively worked 3,685 pay periods in the PAGA Period. Plaintiff's claims in the Actions under PAGA are substantially similar to those described herein. PAGA penalties include penalties for initial violations and subsequent violations. Defendant contends that only initial violation rates may be used instead of the subsequent violation rates initially used by Class Counsel. With this in mind and because Class Counsel through investigation and discovery did not come to the conclusion that Defendant at any time were notified by any governmental entity that they violated any Labor Code sections presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure model for Defendant to include only initial violation rates.

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

29. a. <u>Overtime Violations</u>: Labor Code section 558 prescribes penalties of \$50 for an initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$184,250 (3,685 pay periods x \$50).

30. b. <u>Minimum Wage Violations</u>: Labor Code section 1197.1 prescribes penalties of \$100 for an initial violation and \$250 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of \$368,500 (3,685 pay periods x \$100).

31. c. Meal Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $184,250 (3,685 pay periods x $50).

32. d. Rest Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $184,250 (3,685 pay periods x $50).

33. e. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty for wage statement violations that are inaccurate, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate for all violations and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of $368,500 (3,685 pay periods x $100).

34. g. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Because this violation is merited only at separation of employment, a 100% violation rate would likely include just one violation per employee. The data produced by Defendant indicates that there were 42 Aggrieved Employees whose employment was separated during the PAGA Period. This amounts to a maximum exposure of $4,200 (42 Aggrieved Employees x $100).

35. h. Conclusion: In sum, Class Counsel calculated Defendant's total maximum exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved Employee every pay period and not exercise its discretion to reduce any of those penalties to be **$1,293,950**. Class Counsel understand that Defendant argued the following in connection with this claim: Defendant contends that no PAGA penalties are likely to be awarded and, even if they

were, the maximum exposure calculated by Class Counsel is vastly overstated. First, Defendant defends that PAGA penalties cannot and should not be stacked. Second, Defendant asserts that individualized issues predominate the PAGA claims, making the claims unmanageable for trial. Third, Defendant denies that a violation for each pay period can be established. Fourth, Defendant contends that a Court is unlikely to exercise its discretion to award civil penalties under PAGA where, as here, there is no conduct shown by Plaintiff that would show any Labor Code violation by Defendant is knowing and intentional. Defendant insists that this is especially true in the Actions where class action damages are available to Settlement Class Members, rendering an award of PAGA penalties in addition to class action damages to be double recovery.

36. Class Counsel maintains that it is possible to recover the subsequent violation rate for penalties, that stacking is permissible, and that there is no manageability requirement under PAGA (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believe a 90% discount of this claim to be reasonable, resulting in a valuation of **$129,395** as a reasonable estimate of the likelihood of what Plaintiff may recover at trial for PAGA penalties ($1,293,950 x 0.10).

Conclusion

37. When including derivative penalties, such as waiting time penalties, wage statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendant's maximum exposure to be approximately **$1,455,423**. In all, Class Counsel obtained a Gross Settlement Amount of **$342,250**. Particularly in light of the risks involving obstacles to class certification, all issues and risks related to liability, the issues with manageability at trial, the discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable and adequate settlements, Class Counsel strongly believe that the settlement reached is fair, reasonable and adequate, and in the best interest of Settlement Class Members.

38. Moreover, $34,200.00 of the Gross Settlement Amount was attributed to PAGA penalties. This allocation was decided mutually by the Parties and the mutual decision was based on: (1) the fact that damages are available for the failure to pay wage claims while only penalties are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline

to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full amount of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA penalties at all in light of the fact that damages are available for Settlement Class Members and it may find any further liability against Defendant unnecessarily punitive.

Proposed Attorneys' Fees and Costs Are Reasonable

39. Class Counsel seeks an attorneys' fees award of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to $119,875.00. Class Counsel also seek reimbursement of costs not to exceed $30,000.00.

The Requested Enhancement Award to The Named Plaintiff and Class Representative Is Reasonable

40. Class Counsel believe plaintiff is entitled to an enhanced award for his service as class representative, for answering extensive questions by Class Counsel, for being available and answering questions during mediation, for the risks in being the named plaintiff and for providing Defendant with a more expansive release of claims, including a waiver based upon California Civil Code section 1542, in exchange for the enhancement award.

41. I am informed and believe Defendant does not oppose the requested enhancement to Plaintiff. Plaintiff risked intrusive discovery and the payment of employer costs. Class Counsel seeks a limited enhancement of not more than $7,500.00 for Plaintiff for his service.

Conditional Certification for Settlement Purposes

Ascertainability

42. The Settlement Class Members definition (i.e., all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees in the State of California during the Class period) is derived from the operative complaint, which complains of alleged violations of Labor Code sections that are chiefly and, in some instances, solely applicable to non-exempt, hourly paid employees.

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Numerosity

43. Class Counsel understand from documents provided that Defendant identified at least 125 Class Members.

Commonality

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

Typicality

45. I believe Plaintiff: (1) is a non-exempt, hourly-paid employee like other Settlement Class Members; (2) complains of not being paid for all time under Defendant's control or suffered and/or permitted to work for Defendant; (3) alleges that he did not receive full premium pay for meal periods that were not compliant with the Labor Code; and (4) alleges that he did not receive premium pay for rest periods that were not provided, among others as set forth above. The Parties agree for settlement purposes only that Plaintiff's claims regarding policies and practices that are at the core of the lawsuit are typical of the Settlement Class.

Adequacy of Plaintiff

46. Class Counsel believe no conflicts, disabling or otherwise, exists between Plaintiff and Class Members because Plaintiff alleges to have been damaged by the same alleged conduct of Defendant (i.e., Plaintiff was classified as non-exempt employees, was not paid premium pay, etc.) and thus have the incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

Qualifications

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

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

49. After graduating from law school, I practiced law as a member of Murchison &

Cumming, LLP on a variety of matters on behalf of defendants.

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

51. I am currently a senior attorney at Bibiyan Law Group, P.C. and head of the Settlement Department. Among other tasks, I oversee and manage all settlements at Bibiyan Law Group, P.C. I also oversee several attorneys, paralegals, and legal assistants and have overseen the settlement of over one hundred (100) class and PAGA matters while with Bibiyan Law Group, P.C.

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

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

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

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

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

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

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

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

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

• *Correia v. Gallo Glass Company, et al. Case No. CV-21-006459,* California Superior

Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;

- *Hernandez v Bromley Foods, Inc., et al. Case No. 56-2021-00561326-CU-OE-VTA*, California Superior Court, County of Ventura, Honorable Henr Walsh presiding;
- *Moreno v. Infiniti Group LLC.*, et al. Case No. CIVSB2223551, California Superior Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;
- *Kelley v. Applus Technologies, Inc., et al. Case No. CIVSB2204889,* California Superior Court, County of San Bernardino, honorable Jessica Morgan presiding;
- *Helaire, et al. v. Smithfield Packaged Meats Corp., et al*. Case No. JCCP5244, California Superior Court, County of San Bernardino, Honorable Jesica Morgan, presiding;
- *Davood v. NKSFB, LLC.* Case No. 22STCV17305, California Superior Court, County of Los Angeles, Honorable Christopher Lui presiding.
- *Flores v. United Maintenance Company, Inc., et al.* Case No. 21STCV07008, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Cabral v.* Laser Care Specialists, A Professional Medical Corporation, et al. Case No. 21STCV25443, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Lopez Cabrera v. South Valley Almond Company, LLC, et al.* Case No. BCV-2-100722, California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;
- *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.* Case No. 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;
- *Trigueros Garcia v. Highland Plastics, Inc., et al.,* Case No. CVRI2202836, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;
- *Magana Ramirez v. 360 Support Services, et al.* Case No. 22STCV20456, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
- *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

- *Hernandez v. Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA, California Superior Court, County of Ventura, Honorable Henry Walsh presiding;
- *Hernandez v. Central Valley Recovery Services, et al.* Case No. VCU290220, California Superior Court, County of Tulare, Honorable Brett Hillman presiding;
- *Kelley v Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
- *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats presiding;
- *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;
- *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California Superior Court, County of San Bernardino, Honorable David Cohn presiding;
- *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior Court, County of San Bernardino, Honorable David Cohn presiding;
- *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court, County of Monterey, Honorable Thomas W. Wills presiding;
- *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;
- *Vargas-Flores v. Barbor Bay Club, Inc., et al.* Case No. 21CV002396, California Superior Court, County of Alameda, Honorable Michael Markman presiding;
- *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;
- *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
- *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California Superior Court, County of Alameda, Honorable Noel Wise presiding;

- *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding
- *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding; and
- *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior Court, County of Imperial, Honorable Jeffery B. Jones presiding.

53. I have also settled matters on a "PAGA Only" basis for aggrieved employees in the past, including in:

Bailey v. Cannon Constructors, Case No. 21STCV38274, California Superior Court, County of Los Angeles, Honorable Carolyn Kuhl presiding.

- *Johns v. Whelan Security of California, Inc., et al.* Case No. 22STCV68687, California Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
- *Carrion v. Clutter, Inc., et al.* Case No. 23STCV06709, California Superior Court, County of Los Angeles, Honorable Kerry Bensinger presiding;
- *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding*;*
- *Pattingale v.* Laird Family Estate, LLC et al. Case No. 22CV000048, California Superior Court, County of Napa, Honorable Cynthia P. Smith presiding;
- *London Young v. Amazon.com LLC, et al.* Case No. 21STCV38280, California Superior Court, County of Los Angeles, Honorable Elaine Lu presiding; and
- *Latrice Ackles v. Brinker Restaurant Corporation, et al*. Case No. 22STCV19068, California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this August 13, 2026, at Los Angeles, California.

/s/ Vedang J. Patel
Vedang J. Patel