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Attorneys for Plaintiff JOSEPH VILLANUEVA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JOSEPH VILLANUEVA, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

NEWPORT PACIFIC CAPITAL COMPANY, INC., a California corporation; and DOES 1 through 50,

Defendants.

Case No.: 30-2024-01380407-CU-OE-CXC

[Assigned for All Purposes to:
Hon. David A. Hoffer, Dept. CX 103]

DECLARATION OF WILLIAM C. SUNG IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTELEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE AWARD

(Filed Concurrently with Motion for Approval of PAGA Settlement, Supporting Declarations, and [Proposed] Judgment and Order)

DATE: August 24, 2026
TIME: 1:30 p.m.
DEPT: CX103
Reservation No: 74882961

Action Filed: February 16, 2024
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 Joseph Villaneuva ("Plaintiff") in this action. I am lead counsel for Plaintiff in this case and 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.'

ATTORNEY QUALIFICATIONS

2. 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.

3. 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.

4. 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.

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5. 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*: 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; *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.

6. 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 class settlements referenced in Paragraph 4 above.

7. 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.

8. As counsel for Plaintiff and Aggrieved Employees, I have been intimately involved in this case since its inception and I believe that the proposed PAGA settlement is a fair and equitable result for Aggrieved Employees and the State. Enclosed as **Exhibit 1** is a true and correct copy of the parties' fully executed PAGA Settlement Agreement (the "Settlement" or "Agreement"). The proposed explanatory letter regarding the Settlement to be mailed to Aggrieved Employees along with their settlement checks is attached to the Agreement as **Exhibit A**.

SUMMARY OF THE LITIGATION AND SETTLEMENT

9. Defendants owns and operates a property management company headquartered in Newport Beach, California.

10. On February 16, 2024, Plaintiff submitted the LWDA Letter of alleged Labor Code violations to Defendant and the California Labor and Workforce Development Agency (the "LWDA"). Enclosed as **Exhibit 2** is a true and correct copy of the LWDA Letter. Plaintiff's administrative exhaustion period expired without the LWDA indicating its intent to investigate the allegations.

11. On the same day, February 16, 2024, Plaintiff filed a Class Action Complaint alleging causes of action for (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Necessary Business Expenses; (8) Failure to Pay Call-Back Pay Premiums; and (9) Unfair Competition.

12. On April 25, 2024, Plaintiff filed the operative First Amended Complaint ("FAC") adding a cause of action for Civil Penalties Under the California Private Attorneys General Act ("PAGA"). Enclosed as **Exhibit 3** is a true and correct copy of the FAC, which has been uploaded to the LWDA in compliance with PAGA.

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13. On November 20, 2024, the Parties stipulated to arbitration of Plaintiff's individual claims and to stay representative PAGA claims. Thereafter, Plaintiff filed a Demand for Arbitration with AAA. During the course of the arbitration proceedings, the Parties agreed to mediate on a PAGA representative basis.

14. Prior to mediation, the Parties engaged in informal discovery which allowed the Parties to meaningfully mediate this matter. Specifically, Defendant produced: (1) PAGA demographics including the number of Aggrieved Employees and dates of employment; (2) a 20% sampling of employee time and payroll records; (3) examples of Defendant's On-Site Employee Agreement and relevant policies and procedures; and (4) Plaintiff's personnel records.

15. Plaintiff's counsel, with the assistance of a retained expert data analyst, analyzed and reviewed the documents regarding Defendants' wage and hour policies and practices, the Aggrieved Employees' time and pay records, and other information provided by Defendants and Plaintiff. Plaintiff's counsel was able to evaluate the probability of success on the merits and Defendant's maximum and risk-adjusted monetary exposure and prepare a damage analysis prior to mediation. The time and pay records of all Aggrieved Employees allowed Plaintiff's counsel and their expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Plaintiff's counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Thus, Plaintiff and Plaintiff's counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

16. On September 23, 2025, the Parties participated in private mediation before Tagore Subramaniam, Esq., an experienced, neutral, class action and PAGA mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. Despite extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties did not reach a settlement of this Action at mediation. In the months that followed, the Parties continued to

negotiate through Mr. Subramaniam and reached a tentative settlement in mid-December 2025. The Parties recognized that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. Plaintiff and Plaintiff's counsel considered the risk and uncertainty of the outcome inherent in any litigation when determining whether this Settlement was the correct option.

17. Plaintiff's litigation costs are approximately $13,480.30, including estimated future costs in filing this Motion and supporting papers ($77.97), supplemental filings for this Motion ($16.17), and filing of the Settlement Administrator's declaration of compliance re settlement administration ($16.17). Enclosed as **Exhibit 4** is a true and correct itemized list of costs incurred to date and estimated future costs and includes Plaintiff's mediation invoice and expert data analyst invoice.

18. The Parties jointly selected Phoenix Settlement Administrator as the neutral entity to administer this Settlement based on its bid of $5,750.00.

19. The amount estimated in the Net Settlement Amount for the LWDA payment and the Aggrieved Employee payment is $213,769.70. Accordingly, approximately $53,442.43 (25% of the Net Settlement Amount) will be paid to the estimated 370 Aggrieved Employees on a pro-rata basis based on the number of pay periods each Aggrieved Employee worked during the PAGA Period, and the raw average payment to Aggrieved Employees is estimated at $144.44, with the highest payment estimated at $240.67 and the lowest payment estimated at $3.54.

THE SETTLEMENT WARRANTS APPROVAL

20. Plaintiff's counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and on their own independent investigation and evaluation, Plaintiff's counsel is of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendant on the merits, the Settlement is in the best interests of the Aggrieved Employees and the State. The Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in

a significant amount of investigation, informal discovery, and employee data analysis, they have not participated in substantial formal discovery procedures, including depositions and expert discovery. Moreover, preparation for trial would remain for the Parties, as well as the prospect of appeals in the wake of any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

21. Based on Plaintiff's counsel's analysis of the time and payroll records provided by Defendant and on information from Plaintiff, Plaintiff's counsel evaluated Defendant's maximum and risk-adjusted potential exposure. Based on Defendant's disclosures, there were approximately 141 Aggrieved Employees who collectively worked approximately 2,564 pay periods. Plaintiff's counsel's damages valuation utilizes the initial violation rate penalty of $100 in analyzing PAGA penalties because, based on Plaintiff's counsel's investigation, Defendant has not been subject to any prior court judgments or Labor Commissioner order placing it on notice of any violation pertaining to the claims Plaintiff asserted and the heightened subsequent violation penalty does not apply.

22. <u>Regular Rate Violations</u>. Here, Plaintiff alleged that Defendant failed to factor incentive compensation into the regular rate of pay for overtime, meal period premiums, and paid sick leave. Plaintiff's counsel found approximately 8.71% of pay periods had an overtime regular rate violation, 1.11% of pay periods had a meal period premium regular rate violation, and approximately 2.6% of pay periods had a paid sick leave violation. At $50 initial penalty rates for overtime and meal period premiums and $100 initial penalty rates for paid sick leave and extrapolated to 15,100 pay periods, PAGA penalties for regular rate violations total $114,490.07. In response, Defendant argued that the bonuses and other paycodes were not nondiscretionary incentives and need not be included in the regular rate of pay.

23. <u>Off-the-Clock Work</u>. Here, Plaintiff alleged that, as an on-site property manager, he regularly worked off the clock afterhours and during weekends without compensation. Plaintiff's reporting time claim is subsumed under the off-the-clock work theory and is not valued separately. Based on the class list, approximately 28% of Aggrieved Employees were on-site managers. At $100 initial penalty per pay period and extrapolating a 28% violation rate to 15,100 pay periods,

PAGA penalties for off-the-clock work violations total $422,800.00. In response, Defendant vigorously denied that it had knowledge of Plaintiffs and other employees working off the clock, and argued that they were responsible for recording all time worked and it paid all employees in accordance with their submitted time sheets. Defendant pointed to the fact that it paid approximately 6,000 overtime hours totaling over $200,000 in the sampling as evidence of its compliant timekeeping practices.

24. Meal Period Violations. Plaintiff alleged that Defendant often failed to provide him with full, 30-minute meal periods before the end of the fifth hour of work. Plaintiff's counsel and his expert analyzed the 20% sampling of time and payroll records and found, after accounting for meal period premiums paid, 33.05% of pay periods had one or more meal period violations. At $50 initial penalty per pay period, an 33.05% violation rate, and extrapolated to 15,100 pay periods, PAGA penalties for meal period violations are $249,527.50. In response, Defendant countered that it has maintained compliant meal period policies and practices throughout the PAGA Period and always provided compliant meal periods in line with those policies. Defendant pointed to the fact that it paid approximately 948 meal period premiums totaling over $29,000 in the sampling as evidence of its superior meal period compliance practices

25. Rest Period Violations. Plaintiff contends that he often could not take his 10-minute rest breaks because of his work duties. Any rest period violations would not be reflected in the time or payroll records. Estimating that Aggrieved Employees experienced rest period violations during approximately 20% of pay periods, and at $50 initial violation rates and extrapolated to the date of mediation, PAGA penalties for rest period violations are $188,750.00. In response, Defendant counters that it has maintained compliant rest period policies and practices throughout the PAGA Period and always provided compliant rest periods in line with those policies.

26. Derivative Wage Statement and Waiting Time Violations. Plaintiff alleged that, as a result of the aforementioned wage violations, Defendant failed to furnish Aggrieved Employees with accurate itemized wage statements in violation of Labor Code section 226(a). Estimating a 50% violation rate by pay period, and at $100 initial violation rate penalty per pay period, PAGA penalties are estimated at $755,000.00. Plaintiff alleged that, as a result of the aforementioned wage

violations, Defendant failed to pay all wages due to formerly employed Aggrieved employees upon their separation of employment in violation of Labor Code sections 201 and 202. At $100 per former employee for 125 former employees, PAGA penalties are estimated to be $12,500.00. In response, Defendant points to its substantive defenses on regular rate, off-the-clock work, and meal/rest period claims to argue that these derivative claims will fail with the underlying claims.

27. Failure to Reimburse Business Expenses. During the PAGA period, Plaintiff, as an on-site manager, had to use his personal cellphone for work and purchase office equipment without reimbursement. Based on the class list, approximately 28% of Aggrieved Employees were on-site managers. At $100 initial penalty per pay period and extrapolating a 28% violation rate to 15,100 pay periods, PAGA penalties for reimbursement violations total $422,800.00. In response, Defendant argued that it provided Plaintiff and other employees with office equipment and phone, and any personal cellphone use and office equipment purchased by them were for their own convenience and not required.

28. Maximum Exposure and Realistic Recovery at Trial. Based on the foregoing, Plaintiff's counsel estimates Defendant's maximum exposure for PAGA penalties to be approximately $2,165,867.57, which is approximately 15.70% of the Gross Settlement Amount. Here, Defendant argued that based on their compliant policies and practices, the significant amount of overtime paid during the PAGA Period, the high meal period compliance rate, and the hyper-technical nature of the regular rate of pay theories of liability, the Court will significantly reduce any award of PAGA penalties based on its good-faith compliance with the Labor Code.

29. Taking into account Defendant's defenses on the merits and the potential for the Court to reduce a PAGA penalty award, Plaintiff's counsel believes there is a 75% risk factor that the Court will find some of the claims in Defendant's favor and/or exercise its discretion to reduce the PAGA penalty award. Accordingly, applying a 75% discount to the maximum penalty exposure, Plaintiff's counsel believes the realistic recovery at trial on these claims to be $541,466.89. The $340,000.00 settlement is an excellent result and amounts to "genuine and meaningful" relief "consistent with the underlying purpose of the statute to benefit the public" as it represents approximately 62.79% of Plaintiff's realistic recovery.

THE REQUESTED ATTORNEYS' FEES AND COST AWARD SHOULD BE APPROVED

30. This Settlement is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and resources facing Defendant while at the same time rewarding Plaintiff's counsel for their decision to assume risk by taking on this matter. In fact, prosecution of this action involved significant financial risk for Plaintiff's counsel. Plaintiff's counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. Once Plaintiff's counsel undertook this litigation on behalf of the Aggrieved Employees, they committed to pursue it to its conclusion, placing their fiduciary duty to the Aggrieved Employees ahead of all other concerns.

31. As of the filing of this Motion, Justice for Workers, P.C. incurred a total lodestar of $97,530.00 for 131.90 hours worked by attorneys successfully litigating this matter, which represents a 1.05 lodestar multiplier. I have reviewed my firm's lodestar and attorney time and task logs in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Enclosed as **Exhibit 5** are true and correct copies of Time and Task Logs for William Sung, Tiffany Luu, and Joseph Ramli.

32. The work conducted include, but are not limited to: Meetings with the Plaintiff and review of documents provided by him; legal research and investigation regarding the Defendant's practices at various points in the litigation; preparation and submission of Plaintiff's PAGA notice letter; preparation of the Complaints and case management conferences; analyzing Plaintiff's arbitration agreement and stipulation to arbitrate; preparation of Demand for Arbitration; research and preparation of arbitrator strike list; extensive meet and confer correspondence and discussions with Defendant's counsel regarding case management, mediation, and informal discovery for mediation; analysis of the informal discovery production and preparation of a damages model with the aid of an expert data analyst; research and preparation of Plaintiff's mediation brief and participation in mediation; drafting, negotiating, and reviewing multiple drafts of the Agreement and attachments thereto; preparation, finalization, and filing of the motion for approval and accompanying filings; anticipated preparation for and attendance at the hearing on motion for approval; anticipated monitoring approval of the Settlement and requested award; anticipated overseeing the administration process and distribution of funds; and communications with Plaintiff

regarding the case.

33. In assessing the reasonableness of the billing rates for the attorneys at Justice for Workers, P.C., I referred to the "Laffey Matrix" to set our 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 California 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.) My associates and I at Justice for Workers, P.C. have extension experience providing class action services, both as defense attorneys and now as plaintiff's attorneys. When comparing the billing rates for attorneys at my firm with the Laffey Matrix, my associates and I bill **below** the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (14th Year Attorney)	$948	$900	73.80	$66,420.00
Tiffany L. Luu (5th Year Attorney)	$581	$550	41.20	$22,660.00
Joseph C. Ramli (4th Year Attorney)	$581	$500	16.90	$8,450.00

34. Additionally, Plaintiff's counsel estimate they will devote no less than 10 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, and communicate with Plaintiff regarding the case.

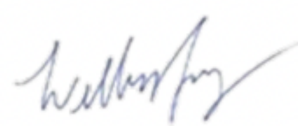
35. Plaintiff seeks an enhancement award of $5,000.00 and I submit that this request is reasonable given Plaintiff's efforts in this case and the risks Plaintiff undertook on behalf of the State and Aggrieved Employees. As a result of Plaintiff's efforts, he has helped the State recover

over $160,327.28 in civil penalties and 141 Aggrieved Employees recover on average $144.44 in civil penalties per person.

36. On June 21, 2025, I served the LWDA via filing through its online portal at https://dir.govfa.net/432 (Proposed Settlement of PAGA Case) with a copy of the fully executed Agreement, Motion for Approval of PAGA Settlement, the Declarations of William C. Sung, Jodey Lawrence, and Joseph Villaneuva, and the Proposed Judgment and Order. Enclosed as **Exhibit 6** is a true and correct copy of the LWDA's filing confirmation.

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

Executed on June 21, 2026 at Los Angeles, California.



William C. Sung