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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]

SUPPLEMENTAL DECLARATION OF WILLIAM C. SUNG IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT

(Filed concurrently with Supplemental Brief, Supporting Declarations and [Amended Proposed] Order)

DATE: December 14, 2026
TIME: 1:30 p.m.
DEPT: CX103
Reservation ID: Per August 24, 2026 Ruling

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 Villanueva ("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.

2. Enclosed as **Exhibit 1** is a true and correct copy of the executed Amendment to PAGA Settlement Agreement (the "Amendment").

3. Enclosed as **Exhibit 2** is a true and correct copy of the redlined version of the Amendment showing all of the edits to the original terms of the Agreement.

4. Due to the triggering of the Escalator Clause, Defendant has elected to end the PAGA Period on October 22, 2025. According to Defendant, there are 386 Aggrieved Employees and 16,408.5 Pay Periods during the revised PAGA Period of February 16, 2023 through October 22, 2025.

5. 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 386 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 $138.45, with the highest payment estimated at $221.48 and the lowest payment estimated at $3.26.

6. In the Motion, Plaintiff's counsel estimated Defendant's maximum exposure for PAGA penalties to be approximately $2,165,867.57, which was based on 15,100 pay periods. The updated 16,408.5 pay periods represents a 9.2% increase. Applying a 9.2% increase to $2,165,867.57, the updated maximum exposure is $2,365,127.39, which is approximately 14.38% of the Gross Settlement Amount.

7. Considering 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 $591,281.85. The $340,000.00 settlement continues to be 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 57.50% of Plaintiff's realistic recovery.

8. Enclosed as **Exhibit 3** is a true and correct copy of the redlined version of the Amended Proposed Judgment and Order Granting Plaintiff's Motion for Approval of PAGA Settlement, Attorney's Fees and Costs, and Service Award ("Amended Proposed Order") showing all edits to the original Proposed Order. A clean version of the Amended Proposed Order with the Agreement and Amendment attached as Exhibit 1 and Exhibit 2, respectively, is filed concurrently herewith.

9. On November 5, 2026, I served the LWDA via filing through its online portal at https://dir.govfa.net/432 (Proposed Settlement of PAGA Case) with the Ruling, the Amendment, the Supplemental Declaration of William C. Sung, and the Amended Proposed Order. Enclosed as **Exhibit 4** 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 November 5, 2026 at Los Angeles, California.



William C. Sung

EXHIBIT 1

Docusign Envelope ID: EF74A914-B61C-8E55-823D-63E85D44EB75

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This Amendment to PAGA Settlement Agreement ("Amendment") is made by and between Plaintiff Joseph Villanueva ("Plaintiff"), acting in a Private Attorney General capacity, and Defendant Newport Pacific Capital Company, Inc. ("Defendant") pursuant to the Court's August 24, 2026 ruling on Plaintiff's Motion for Approval of PAGA Settlement. The Amendment refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

The Amendment shall modify the Parties' PAGA Settlement Agreement ("Agreement") fully executed by the Parties on May 11, 2026 by replacing the below-referenced paragraphs from the Agreement to read as follows. The Parties agree that in the event of a conflict between any term in the Agreement and the Amendment, the terms set forth in this Amendment shall control.

I. DEFINITIONS

11. "PAGA Period" means the time period from February 16, 2023 through October 22, 2025.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

7. **PAGA Released Claims.** Plaintiff agrees that upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and current representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees may be barred as a matter of law from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

ACCEPTED AND AGREED:

Dated: September 29, 2026

Joseph Villanueva

Plaintiff Joseph Villanueva

Dated: 9/30/2026, 2026

DocuSigned by:
Ruben Garcia
A0563006239A452...

Defendant Newport Pacific Capital Company, Inc.

Ruben Garcia

Printed Name

Vice President

Title

Doc ID: 385f7467efee56cf2f9443cbe905991afe6f19ed

Docusign Envelope ID: EF74A914-B61C-8E55-823D-63E85D44EB75

AGREED AS TO FORM AND CONTENT:

Dated: September 29, 2026

William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiff Joseph Villanueva

Dated: September 29, 2026

Michelle J. Berner
Lindley P. Fraley
Thomas R. Kroesche
KROESCHESCHINDLER LLP
Attorneys for Defendant
Newport Pacific Capital Company, Inc.

Doc ID: 385f7467efee56cf2f9443cbe905991afe6f19ed

EXHIBIT 2

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

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I. DEFINITIONS

11. "PAGA Period" means the time period from February 16, 2023 through ~~November~~ October 22, 2025.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

7. **PAGA Released Claims.** Plaintiff agrees that upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and current representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees may be barred as a matter of law from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.~~Plaintiff agrees that upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, the State of California and all Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and current representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.~~

ACCEPTED AND AGREED:

Dated: _____, 2026 _____

Plaintiff Joseph Villanueva

Dated: _____, 2026

_____
Defendant Newport Pacific Capital Company, Inc.

_____
Printed Name

_____
Title

AGREED AS TO FORM AND CONTENT:

Dated: _____, 2026

_____
William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiff Joseph Villanueva

Dated: _____, 2026

_____
Michelle J. Berner
Lindley P. Fraley
Thomas R. Kroesche
KROESCHESCHINDLER LLP
Attorneys for Defendant
Newport Pacific Capital Company, Inc.

EXHIBIT 3

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. CX103]

(AMENDED PROPOSED) JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE AWARD

Action Filed: February 16, 2024
Trial Date: Not Set

Plaintiff Joseph Villanueva's ("Plaintiff") Motion for Approval of California Private Attorneys General Act ("PAGA") Settlement, Attorney's Fees and Costs, and Service Award (the "Motion") came on regularly for hearing before this Court on ~~August 24~~December 14, 2026, at 1:30 p.m. This Court, having considered the PAGA Settlement Agreement (the "Settlement" or "Agreement") between Plaintiff and Defendant Newport Pacific Capital Company, Inc. ("Defendant"), Plaintiff's Motion and Memorandum of Points and Authorities and Supplemental Brief in support thereof, and supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS**:

1. The Court, for purposes of this Judgment and Order, incorporates and adopts all defined terms and provisions as set forth in the Agreement and Amendment, which ~~was~~ are attached to the Declaration of William C. Sung in Support of Motion for Approval of PAGA Settlement as "Exhibit 1" and to the Supplemental Declaration of William C. Sung in Support of Motion for Approval of PAGA Settlement as "Exhibit 2" respectively.

2. The Court hereby GRANTS the Motion.

3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorney general with respect to the PAGA claims being released under the terms of the Settlement. The California Labor and Workforce Development Agency (the "LWDA") was provided with notice of the Settlement via its online submission process and the LWDA has not made any objection to the Settlement.

4. The obligations set forth in the Settlement Agreement regarding the settlement of the Action are deemed part of this Judgment and Order, and the Parties and the Settlement Administrator are ordered to carry out the Settlement Agreement according to its terms and provisions.

5. Release of Claims. Upon the entry of this Judgment and Order and full payment by Defendant of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and current representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period~~the State of~~

~~California and all Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and current representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period~~.

~~///~~

a. "Aggrieved Employees" are all current and former hourly or non-exempt employees employed by Defendant in California during the PAGA Period.

b. The "Gross Settlement Amount" is $340,000.00.

c. The "PAGA Period" means February 16, 2023 through ~~November~~ October 22, 2025.

d. "Released Parties" are Defendant Newport Pacific Capital Company, Inc. and each of its former and present directors, officers, shareholders, owners, members, predecessors, successors, assigns, subsidiaries, and affiliates.

e. "PAGA Released Claims" means any and all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and LWDA Letter, including claims for minimum wage violations, overtime wage violations, meal period violations, rest period violations, paid sick leave violations, wage statement penalties, waiting time penalties, failure to reimburse necessary business expenses, failure to pay call-back pay premiums, and violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1182.8, 1194, 1197, 1197.1, 1198, and 2802.

6. The Settlement is not an admission by Defendant, nor is this Judgment and Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment and Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

7. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator.

8. Defendant shall pay the Gross Settlement Amount within 14 days of the Effective

Date, which is the date of entry of this Judgment and Order.

9. Within 14 days after Defendant pays the Gross Settlement Amount, the Settlement Administrator shall disburse the Gross Settlement Amount as follow:

a. A payment in the amount of $160,327.28, payable to the LWDA for civil penalties pursuant to PAGA;

~~a.~~ /// ~~///~~

b. Individual PAGA Payments totaling $53,442.43, payable to the Aggrieved Employees on a pro rata basis in accordance with the formula set forth in § III.5.a. of the Agreement for civil penalties pursuant to PAGA, along with a copy of the Explanatory Letter, attached to this Judgment and Order as Exhibit ~~1~~3, in English and Spanish:

c. An award of $102,000.00, representing 30% of the Gross Settlement Amount, to Justice for Workers, P.C. for attorney's fees pursuant to PAGA;

d. An award of $13,480.30 to Justice for Workers, P.C. for attorney's costs pursuant to PAGA;

e. A payment of $5,000.00 to Plaintiff Joseph Villanueva for his services to the State and Aggrieved Employees, pursuant to the Settlement; and

f. A payment in the amount of $5,750.00 to the Settlement Administrator, Phoenix Settlement Administrators, for settlement administration costs.

10. The Parties shall bear their own respective attorney's fees and costs, except as otherwise provided for in the Settlement and approved by the Court. Defendant and the Released Parties shall have no further liability for costs, expenses, interests, attorney's fees, or for any other charge, expense, or liability relating to the Released Claims and shall be released from all claims as set forth in the Settlement Agreement and in this Judgment and Order.

11. Plaintiff shall submit a copy of this Judgment and Order to the LWDA within 14 days after entry of this Judgment and Order.

12. This Judgment and Order is intended to be a final disposition in its entirety of the above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall

retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i) enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13. The Court sets a Final Report Hearing on ~~June 21~~October 11, 2027 at 1:30 p.m. in Department CX103. Plaintiff is ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution, including the actual amounts paid to the Aggrieved Employees and the other amounts distributed under the Settlement, including any uncashed checks, no later than 16 court days prior to the Hearing.

IT IS SO ORDERED.

DATED: _____, 2026

_____
Hon. David A. Hoffer
Judge of the Superior Court

EXHIBIT 4