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Attorneys for Plaintiff TONYA DWYER,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

TONYA DWYER, an individual on behalf
of herself and all others similarly situated,

Plaintiffs,

v.

PIN SETTERS, INC., a California
corporation doing business as COUNTRY
CLUB LANES; and DOES 1 to 50,
inclusive,

Defendants.

CLASS ACTION

Case No.: 24CV002452

**DECLARATION OF ENOCH J. KIM
IN SUPPORT OF PLAINTIFF'S FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Hearing Information:

Date: October 17, 2025

Time: 9:00 a.m.

Honorable Jill Talley
Department 23

Action filed: February 8, 2024
FAC filed: April 12, 2024
Trial date: None Set

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I, Enoch J. Kim, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I am a senior counsel at D.Law, Inc., and attorney of record for Plaintiff Tonya Dwyer (“Plaintiff” or “Class Representative”) on behalf of herself and similarly situated employees of Defendant Pin Setters, Inc., dba Country Club Lanes (“Defendant”). I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them. **I have reviewed the Court’s “Checklist for Approval of Class Action and/or**

PAGA Settlements” and Local Rule 2.99.05 and submit that Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement complies with the Checklist.

2. On February 8, 2024, Plaintiff Tonya Dwyer filed this putative class action alleging the following claims: (1) Failure to Pay Minimum Wages, (2) Failure to Pay Wages and Overtime Under Labor Code § 510, (3) Meal Period Liability under Labor Code § 226.7, (4) Rest-Break Liability under Labor Code § 226.7, (5) Violation of Labor Code § 226(a), (6) Violation of Labor Code § 203, (7) Violation of Labor Code § 204; (8) Failure to Keep Required Payroll Records under Labor Code §§ 1174, 1174.5, (9) Failure to Reimburse Necessary Business Expenses under Labor Code § 2802, and (10) Violation of Business & Professions Code § 17200 et seq. On the same date, Class Counsel sent a letter to the LWDA to exhaust her remedies under PAGA. On April 12, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for penalties under the PAGA.

3. The parties agreed to participate in mediation and informally exchanged information and documents, including data points such as number of Class Members, pay periods, workweeks included in the class period, and Defendant's wage and hour policies and practices and time and pay records for a sample of Class Members employed from February 8, 2020, through August 31, 2024. In preparation for mediation, Plaintiff hired an expert to prepare damage calculations and an exposure analysis for the mediation.

4. On November 19, 2024, the parties mediated this case with Brandon McKelvey,

Esq., a well-respected and experienced mediator in wage and hour class actions. He is familiar with this type of class action in its substance and procedure.

5. After lengthy negotiations during the mediation, the parties ultimately settled the case in the total amount of \$375,000 (Gross Settlement Amount) on a class-wide basis for the period of February 8, 2020, through January 18, 2025, and on a PAGA basis for the period of February 8, 2023, through January 18, 2025. The parties executed the Settlement Agreement in January 2025.

6. The Class consists of the named Plaintiff and all persons who worked for Defendant as non-exempt employees in California at any time during the Class Period, which is defined as the period of February 8, 2020, through January 18, 2025. ("Class Members"). There is no claim form requirement, and no residual will revert to Defendant. It is an opt-out class.

7. On July 21, 2025, the Court granted Preliminary Approval of this Settlement, approved the Notice of Class Action and related forms, appointed the Class Representative, designated Class Counsel, approved the Settlement Administrator, and set timelines for the settlement administration process.

8. On or about May 22, 2025, Apex Class Action, LLC ("Apex") received the Court-approved Notice of Class Action Settlement from the parties. The Notice advised Class Members of their right to opt out of the settlement, object to the settlement, dispute the quantity of Workweeks, or do nothing, and the implications of each such action. The Notice also advised Class Members of applicable deadlines and other events, including the date of the Final Approval Hearing, and how Class Members could obtain additional information.

9. The Class Members' response to the settlement is outstanding - 100% of the money will be paid out as there is no reversion to Defendants and 100% of all 376 Class Members are participating in the settlement, since there are no opt outs. There are also no objections to the Settlement.

10. The average Class Member will receive a settlement payment of approximately \$519.31, and the highest settlement payment will be approximately \$2,425.85. (See Declaration of Stacey Shim ("Shim Decl.")).

1 **CLASS REPRESENTATIVE SERVICE PAYMENT**

2 11. I believe that the requested Class Representative Service Payment for Plaintiff
3 Tonya Dwyer of \$7,500 is fair and reasonable. This is based on all facts set forth in the Motions
4 for Preliminary and Final Approval and the Declaration of Tonya Dwyer filed in support of
5 Preliminary Approval (“Dwyer Decl.”).

6 12. A simple Google search for “Tonya Dwyer” and “Pin Setters” was conducted by
7 my office and the very first hit is a reference to this case. Attached hereto as **Exhibit 5** is a true
8 and correct copy of this webpage. Any potential employer will almost certainly come across this
9 information with a simple web search. Further, Ms. Dwyer has signed a general release for any
10 and all claims related to his employment with Defendant, so she cannot pursue any other
11 potential claims. There are few individuals who are willing to act as a class representative and
12 provide the work, sacrifice, and willingness to assume a substantial risk should the defendant
13 prevail in the case. Here, Class Representative Dwyer’s resolve to assume the financial risk is
14 significant. California law states that the losing party must pay the prevailing party’s cost. As
15 such, if Plaintiff had not prevailed in this case, Ms. Dwyer may have been subjected to a cost
16 award in the amount of thousands of dollars.

17 **ATTORNEYS’ COSTS**

18 13. The parties’ Settlement Agreement provides for reimbursement of costs up to
19 \$20,000. Class Counsel has incurred total costs in the amount of \$18,490.51. These are costs
20 related to the subject case for expert fees and copying for the prosecution of this case. Attached
21 hereto as **Exhibit 1** is Class Counsel’s cost log. The settlement administration costs are capped at
22 \$8,750. (Shim Decl.)

23 **ATTORNEYS’ FEES**

24 14. The Notice mailed to Class Members stated the amount of fees being requested by
25 Class Counsel. Not a single Class Member objected to an award of fees in the amount requested
26 to date.

27 15. Class Counsel are experienced and qualified to evaluate the Class claims and
28 viability of the defenses. The recovery for each Class Member in the present is fair and

1 reasonable based on all risk factors.

2 16. Class Counsel seeks a fee award calculated as a percentage of the total Settlement
3 Amount for the successful prosecution and resolution of this action. For Class Counsel, the fees
4 here were wholly contingent in nature, and this complex action involved specialized issues.
5 There was the prospect of the enormous cost inherent in class action litigation, as well as a long
6 battle with a corporate defendant. Class Counsel risked not only their time but also money to
7 ensure the successful litigation of this action on behalf of all Class Members. Accordingly, the
8 requested percentage of the common fund is appropriate, and Class Counsel respectfully requests
9 that the Court enter an Order to that effect.

10 17. I believe that a collective attorney fee of one-third of the total value of this case
11 for all Plaintiff's counsel is fair and reasonable, and Defendant has no objection to the fees and
12 costs being requested in this case. I am very familiar with the contingent fee market throughout
13 California particularly as it pertains to complex employment, wage and hour and class action
14 litigation. Contingency fee agreements with plaintiffs, both as individuals and as representatives
15 in class action suits, commonly provide that counsel will receive a fee that is between 33 to 40%
16 of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they
17 incurred out of a recovery amount. These are typical and standard percentages in employment
18 related contingency agreements throughout California. Indeed, in my opinion, Plaintiff in this
19 complex wage and hour case could not have retained competent counsel in California,
20 particularly with the considerable skill and expertise of my firm for any amount significantly less
21 than the contingency fee percentage provided in these retainer agreements. As the Court is well
22 aware, Plaintiff's Counsel has never been paid any money for attorneys' fee on this case and has
23 advanced all costs for over eighteen months.

24 18. In the present case, Class Counsel will have spent approximately 129.3 hours and
25 a lodestar of approximately \$90,211.50. Attached hereto as **Exhibit 2** are true and correct copies
26 of itemized time records from D.Law showing specific tasks performed on the case on behalf of
27 Plaintiff and the class. All these hours were reasonable and necessary and related to this
28 litigation. Class Counsel requests a fee of \$125,000, which requires only a modest multiplier of

1 1.4 of the amount warranted by the lodestar.

2 19. I have knowledge about the hourly rates charged by California attorneys and
3 paralegals. Based on the information I have, I believe that their stated hourly rates are reasonable
4 and appropriate for California attorneys and paralegals with comparable expertise, experience,
5 and qualifications.

6 20. The rates requested are in line with those approved in other cases. (*Simers v. Los*
7 *Angeles Times Communications LLC* (2024) 104 Cal.App.5th 940, 949 [affirming attorney rates
8 from \$400-900]; *Snoeck v. ExakTime Innovations, Inc.* (2023) 96 Cal.App. 5th 908, 914 (2023)
9 [hourly rates of \$750, \$600 and \$535 were reasonable in FEHA case]; *Espejo v. The Copley*
10 *Press, Inc.*, 13 Cal. App. 5th 329, 383 (2017) [blended rate of \$500 approved in misclassification
11 case]; *Lopez v. Mgmt. & Training Corp.* (S.D. Cal. Apr. 20, 2020) No. 17CV1624 JM(RBM),
12 2020 WL 1911571, at *8-9 [approving of rates including \$500 for an associate with nine years of
13 experience and \$725/\$875 for attorneys with over thirty years of experience in an overtime class
14 action].)

15 21. The rates are also consistent with surveys relied on by other courts. (*Martinez v.*
16 *Helzberg's Diamond Shops* (C.D. Cal., Sept. 24, 2021, No. EDCV201085PSGSHKX) 2021 WL
17 9181893, at at *10 [relying on “The Real Rate Report”] ; *Gutierrez v. Chopard USA Ltd.* (2022)
18 82 Cal.App.5th 383, 387 [Unruh Act case affirming award based on Laffey Matrix, available at
19 <http://www.laffeymatrix.com/sec.html>].)

20 22. Attached hereto as **Exhibit 3** is the Declaration of Richard M. Pearl in support of
21 Plaintiff’s Motion for Final Approval in the case of *Rosa Cantu, et al. v. Pacific Bell Telephone*
22 *Company*, Case No. BC441237, dated January 4, 2011. Mr. Pearl specializes in issues related to
23 cost-award attorney’s fees, including the representation of parties in fee litigation and appeals,
24 serving as an expert witness and serving as a mediator and arbitrator in disputes concerning
25 attorney’s fees and related issues. Mr. Pearl is also the author of California Attorney’s Fee
26 Awards (3d ed Cal. CEB 2010), as well as the author of the Second Edition, years 1994 through
27 2008. He has also authored numerous other publications on attorney’s fees, as set forth in his
28 Declaration. (Ex. 4 ¶¶ 4 and 5.)

1 23. Mr. Pearl reviewed the comparable hourly rates of attorney fees in California. He
2 confirms that – even 18 years ago - courts have approved hourly rates of attorneys as follows:

- 3 • Rates up to \$875.00 in *Savaglio, et al. v. Wal-Mart*, Alameda County Superior
4 Court, Case No. C-835687-7 (before applying a 2.36 multiplier);
- 5 • Rates of up to \$750.00 in *Kashmiri, et al. v. Regents of UC*, San Francisco
6 County Superior Court (before applying a 3.7 multiplier);
- 7 • Rates of up to \$750.00 in *Environmental Law Foundation v. Laidlaw Transit,*
8 *Inc.*, San Francisco Superior Court, Case No. CGC-06-451832 (before
9 applying a 1.25 multiplier). (*Id.* at pp. 4 and 5.)

10 24. Additionally, Mr. Pearl reviewed numerous declarations, depositions and surveys
11 of legal rates on a non-contingent basis for the year 2009 and found hourly rates of up to
12 \$775.00, \$795.00, \$800.00, \$855.00, \$950.00, etc. (*Id.* at pp. 6-12.) These are non-contingent
13 rates where payment in full is expected promptly upon billing (*Id.* at p. 13.) These rates indicate
14 that the requested hourly rates (particularly after adjusting for inflation), as well as the multiplier,
15 are reasonable in the case at hand in view of Class Counsel’s experience, the result achieved in
16 this case and the contingent nature of the fees in Class Action cases.

17 **ATTORNEYS’ EXPERIENCE**

18 25. D.Law, Inc. is well qualified because of our experience, knowledge, and resources
19 to act as counsel and represent Plaintiff and the putative class in this action. I was admitted to the
20 California Bar in December 2008. I received my J.D. from Pepperdine University School of Law
21 and a B.S. from the University of Southern California. Since graduating from law school, I have
22 dedicated virtually my entire career to the practice of employment law. I have practiced
23 employment law from the plaintiff’s side, the defense side, and from an in-house position. I have
24 significant experience specifically working on wage and hour class actions from the plaintiff’s
25 side as well as the defense side, with the majority of my experience coming from the plaintiff’s
26 side.

27 26. Senior attorney Natalie Haritounian received her Bachelor of Arts in political
28 science from the University of California, Los Angeles, in 2014. She then earned her Juris

1 Doctorate from the University of Southern California, Gould School of Law in May of 2018.
2 Upon graduating from law school, she has exclusively focused her practice on representing
3 employees including in individual and class and representative wage-and-hour actions and has
4 obtained six and seven figure settlements against a range of defendants.

5 27. Attorney Jonas Agle graduated from the University of California, Santa Barbara,
6 in 2018, and from the University of California, Irvine School of Law in 2023. Since graduating
7 law school, he has devoted his practice to representing employees in all aspects of California
8 state and federal labor and employment litigation, including complex class actions, and
9 representative actions in wage and hour claims.

10 28. Attorney Antonia McKee graduated from University of California, Davis, in
11 2014, and from Southwestern Law School's SCALE Accelerated Two-year Program in 2021.
12 Since graduating law school, she has almost exclusively practiced in the area of employment
13 law, representing clients in complex class actions and representative actions in wage and hour
14 claims. She has also previously been appointed as class and PAGA counsel for other contested
15 proceedings.

16 29. Certified paralegal Silvia Pimentel began her legal career in February 2020
17 providing administrative support to attorneys for employment law matters at David Yeremian &
18 Associates, Inc. She earned her ABA-approved Certificate in Paralegal Studies from Pasadena
19 City College's Business, Engineering, and Technology Division in June 2021 meeting the
20 requirements of Business & Profession Code section 6450(c)(1). Ms. Pimentel joined D.Law in
21 August 2023, as a Litigation Support Specialist.

22 30. Certified paralegal José-Ernesto López graduated from Kalamazoo College in
23 2013 with a Bachelor of Arts in Political Science. He Began his legal career in 2017 and was
24 promoted to paralegal in 2018. In 2023, Mr. López earned his ABA-approved Certificate in
25 Paralegal Studies with distinction from the University of California, Los Angeles Extension
26 meeting the requirements of Business & Profession Code section 6450(c)(1). In 2023, Mr. López
27 joined D.Law, Inc. as a Litigation Paralegal, focusing exclusively on wage and hour class action
28 and representative cases.

31. Certified paralegal Jonathan Morataya graduated magna cum laude from California State University, Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society. He began his legal career in 2022, in wage and hour employment matters and was promoted to Senior Paralegal. In December 2023, managing partner of Abramson Labor Group certified his experience as a paralegal under Business & Profession Code section 6450(c)(3).

32. I have invested at least 40.7 hours for a total of \$42,531.50 in attorneys' fees (\$1,045/hr x 40.7 hours = \$42,531.50). Senior Attorney Natalie Haritounian invested approximately 17.2 hours for a total of \$15,910 (\$925/hr x 17.2 hours = \$15,910). Associate Attorney Jonas Agle invested approximately 26.6 hours for a total of \$12,635 in attorneys' fees (\$475/hr x 26.6 hours = \$12,635). Associate Attorney Antonia McKee invested approximately 30.5 hours for a total of \$14,487.50 in attorneys' fees (\$475/hr x 30.5 hours = \$14,487.50). Paralegal Silvia Pimentel's records indicate at least 7.2 hours spent on this matter for a total of \$2,520 (\$350/hr x 7.2 hours = \$2,520). Paralegal Jose Lopez's records indicate at least 7 hours spent on this matter for a total of \$2,100 (\$300/hr x 7 hours = \$2,100). Paralegal Jonathan Morataya's records indicate at least 0.1 hours spent on this matter for a total of \$27.50 (\$275/hr x 0.1 hours = \$27.50). The table below summarizes Class Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
Enoch Kim (D.LAW)	40.7	\$42,531.50	\$18,490.51
Natalie Haritounian (D.LAW)	17.2	\$15,910	
Jonas Agle (D.LAW)	26.6	\$12,635	
Antonia McKee (D.LAW)	30.5	\$14,487.50	
Silvia Pimentel (D.LAW)	7.2	\$2,520	
Jose Lopez (D.LAW)	7	\$2,100	
Jonathan Morataya	0.1	\$27.50	

(D.LAW)			
Total:	129.3	\$90,211.50	\$18,490.51

33. Therefore, Class Counsel has collectively incurred 129.3 hours and \$90,211.50 in fees.

34. In addition to the present case, D.Law is also class counsel for dozens of other putative wage-and-hour class-action lawsuits pending in various state and federal jurisdictions throughout California.

35. The combined extensive experience of Class Counsel in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class action settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the constantly evolving substantive law (state and federal), as well as the procedural law of class action litigation.

36. D.Law has recently successfully certified cases and when necessary we pursue cases on appeal. D.Law is well qualified to evaluate the class claims in this action, to evaluate settlement v. trial and defenses raised. The following are examples of some of D.Law's cases that have resulted in favorable settlements for the employee Class Members and Aggrieved Employees represented: (a) *Martinez v. Villa & Sons Enterprises, Inc.*, San Benito County Superior Court, Case No. CU-19-00120 (Hon. J. Omar Rodriguez); (b) *Herrera v. Pomona Quality Foam, LLC*, Los Angeles County Superior Court, Case No. 19STCV38235 (Hon. Ann Jones); (c) *Torres v. Precision Plastics Packaging Co.*, Orange County Superior Court, Case No. 30-2019-01063177-CU-OE-CXC (Hon. Peter Wilson); (d) *Marchbanks v. Torrid Administration, Inc.*, et al. San Diego County Superior Court, Case No. 37-2020-00008179-CU-OE-NC (Hon. Blaine K. Bowman); (e) *Becerra v. Tetra Tech, Inc.*, Sonoma County Superior Court, Case No. SCV-265511 (Hon. Patrick Broderick); (f) *Foster v. Deckers Outdoor Corporation*, Santa Barbara County Superior Court, Case No. 20CV03699 (Hon. Donna D. Geck); (g) *Stakely v. Windsor Palms Care Center of Artesia*, Los Angeles Superior Court, Case No. 21STCV10507 (Hon. Carolyn B. Kuhl); (h) *Sosa v. Aurora World, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20182 (Hon. Lawrence R. Riff); (i) *Torres v. Rapid*

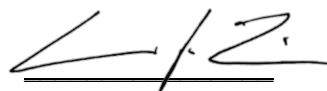
1 *Manufacturing*, Orange County Superior Court, Case No. 30-2019-01089455-CU-OE-CXC
2 (Hon. William D. Claster); (j) *Aleman v. Moonlight Packing Corporation*, Fresno County
3 Superior Court, Case No. 20CECG01196 (Hon. Kristi Culver Kapetan); (k) *Salazar v. Happy*
4 *FM Group, Inc.*, Los Angeles Superior Court, Case No. 20STCV40294 (Hon. Stuart M. Rice);
5 (l) *Baldwin v. Patagonia, Inc.*, Los Angeles Superior Court, Case No. 20STCV40245 (Hon.
6 Maren Nelson); (m) *Smith v. NOIA Residential Services, Inc.*, Fresno Superior Court, Case No.
7 20CECG01820 (Hon. Jeffrey Y. Hamilton); (n) *Alvarado v. Faro Logistics Solutions, Inc.*, San
8 Bernardino Superior Court, Case No. CIVSB2200441 (Hon. Joseph Ortiz); and (o) *Hernandez v.*
9 *Clark Pacific Corporation*, Yolo Superior Court, Case No. CV-2019-1053 (Hon. Samuel T.
10 McAdam).

11 37. For purposes of this motion, the “Class” or “Class Members” consists of “all
12 persons who worked for Defendant as non-exempt employees in California at any time during
13 the Class Period,” which is defined as “the period from February 8, 2020, through January 18,
14 2025.” I do not believe that I or any other Class Counsel attorneys have any conflicts of interest
15 with the Class or with the Class Representative. I am not related to the Class Representative. I
16 have not previously represented the Defendant in any matter. I respectfully submit that I and
17 D.Law, Inc. are well suited to act as Class Counsel in this action, and we have and will continue
18 to vigorously represent the interests of the Class Members.

19 38. As required by PAGA, Plaintiff’s Motion for Final Approval of Class Action and
20 PAGA Settlement Agreement was filed (uploaded) with the Labor and Workforce Development
21 Agency’s (“LWDA”) online system on September 24, 2025. Attached hereto as **Exhibit 6** is a
22 true and correct copy of proof of submission from the LWDA confirming receipt.

23 I declare under penalty of perjury under the laws of the State of California and the United
24 States of America that the foregoing is true and correct.

25 Executed on September 24, 2025, at Los Angeles, California.

26
27 

28 Enoch J. Kim, Esq.

EXHIBIT 1

Dwyer v Pinsetters, Inc.
Litigation Costs

Service Date	Details		Provider	Amount
02/08/2024	PAGA Letter Fee		Rapid Legal	\$ 75.00
02/09/2024	Summons and Complaint		Rapid Legal	\$ 1,492.42
02/26/2024	Process of Service		Rapid Legal	\$ 87.55
02/29/2024	POS of Summons		Rapid Legal	\$ 14.37
03/12/2024	POS of Summons		Rapid Legal	\$ 11.33
04/16/2024	Amended Complaint		Rapid Legal	\$ 14.37
07/24/2024	Mediation		Brandon McKelvey	\$ 10,000.00
09/03/2024	Stipulation & Proposed Order		Rapid Legal	\$ 35.54
09/20/2024	Notice of Change of Address		Rapid Legal	\$ 14.94
12/05/2024	Notice of Unavailability		Rapid Legal	\$ 14.94
12/05/2024	Expert Mediation Analysis		Berger Consulting Group	\$ 6,210.00
1/8/2025	Notice of Association		Rapid Legal	\$ 14.94
1/8/2025	Joint Status Conference Report		Rapid Legal	\$ 14.94
4/24/2025	Motion for Preliminary Approval		Rapid Legal	\$ 80.00
5/12/2025	Supplemental Briefing		Rapid Legal	\$ 15.01
5/12/2025	Courtesy Copy Delivery - Supp Briefing		Rapid Legal	\$ 285.14
9/24/25	Motion for Final Approval		Rapid Legal	\$ 80.00
FUTURE	Notice of Entry of Order		Rapid Legal	\$ 15.01
FUTURE	Dec of Admin Re Disbursement		Rapid Legal	\$ 15.01

\$ 18,490.51

EXHIBIT 2

Attorney	Total Time	Rate	Total Billable Amount
Enoch Kim	40.7	\$ 1,045.00	\$ 42,531.50
Jonas Agle	26.6	\$ 475.00	\$ 12,635.00
Antonia Bliznets	30.5	\$ 475.00	\$ 14,487.50
Natalie Haritounian	17.2	\$ 925.00	\$ 15,910.00
Total	115.0		\$ 85,564.00

Paralegals	Total Time	Rate	Total Billable Amount
Silvia Pimentel	7.2	\$ 350.00	\$ 2,520.00
Jose Lopez	7.0	\$ 300.00	\$ 2,100.00
Jonathan Morataya	0.1	\$ 275.00	\$ 27.50
Total	14.3		\$ 4,647.50

EXHIBIT 3

1 JOSEPH E. JARAMILLO, CA Bar No. 178566
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11 Attorneys for Plaintiffs ROSA CANTU and
12 SANDRA CHU

13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES
15

16 ROSA CANTU AND SANDRA CHU,
17 individually and on behalf of others similarly
situated,

18 Plaintiffs,

19 vs.

20 PACIFIC BELL TELEPHONE COMPANY
d/b/a AT&T CALIFORNIA, and Does 1 through
21 100, inclusive,

22 Defendants.
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Case No.: BC441237

CLASS ACTION [Code Civ. Proc. § 382]

REPRESENTATIVE ACTION
[Labor Code § 2698, *et seq.*]

**DECLARATION OF RICHARD M. PEARL
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD
OF REASONABLE ATTORNEYS' FEES
AND COSTS**

Date: February 4, 2011
Time: 9:00 a.m.
Dept: 324
Judge: Emilie H. Elias

1 I, Richard M. Pearl, declare:

2 1. I make this Declaration of my own personal knowledge, and if called to testify, I could
3 and would testify competently to the matters stated herein.

4 A. Background

5 2. I am a member in good standing of the California State Bar. I am in private practice as
6 the principal of my own law firm, the Law Offices of Richard M. Pearl. I specialize in issues related to
7 court-awarded attorneys' fees, including the representation of parties in fee litigation and appeals,
8 serving as an expert witness, and serving as a mediator and arbitrator in disputes concerning attorneys'
9 fees and related issues. In this case, I have been asked by Plaintiffs' counsel to express my expert
10 opinion regarding their claim for reasonable attorneys' fees.

11 3. Briefly summarized, my background is as follows: I am a 1969 graduate of Boalt Hall
12 School of Law, University of California, Berkeley, California. After graduation, I spent fourteen years
13 in federally-funded legal services programs before going into private practice in 1982. From 1977 to
14 1982, I was Director of Litigation for California Rural Legal Assistance, Inc., a statewide legal services
15 program with more than fifty attorneys. Since April 1987, I have been a sole practitioner in the San
16 Francisco Bay Area. Martindale Hubbell rates my law firm "AV." I also have been selected as a
17 Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, and 2010. A copy
18 of my Resume is attached hereto as Exhibit A.

19 4. Since 1982, my practice has been a general civil litigation and appellate practice, with an
20 emphasis on cases and appeals involving court-awarded attorneys' fees. I have lectured and written
21 extensively on court-awarded attorneys' fees. I have been a member of the California State Bar's
22 Attorneys Fees Task Force and have testified before the State Bar Board of Governors and the
23 California Legislature on attorneys' fee issues. I am the author of California Attorney Fee Awards, (3d
24 ed Cal. CEB 2010). I also was the author of California Attorney Fee Awards, 2d Ed. (Calif. Cont. Ed.
25 of Bar 1994), and its 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007,
26 and 2008 Supplements. This treatise has been cited by the California appellate courts on more than 35
27 occasions. I also authored the 1984, 1985, 1987, 1988, 1990, 1991, 1992, and 1993 Supplements to its
28 predecessor, CEB's California Attorney's Fees Award Practice. In addition, I authored a federal

1 manual on attorneys' fees entitled Attorneys' Fees: A Legal Services Practice Manual, published by the
2 Legal Services Corporation. I also co-authored the chapter on "Attorney Fees" in Volume 2 of CEB's
3 Wrongful Employment Termination Practice, 2d Ed. (1997).

4 5. More than 90% of my practice is devoted to issues involving court-awarded attorney's
5 fees. I have been counsel in over 140 attorneys' fee applications in state and federal courts, primarily
6 representing other attorneys. I also have briefed and argued more than 40 appeals, at least 25 of which
7 have involved attorneys' fees issues. In the past ten or so years, I have successfully handled four cases
8 in the California Supreme Court involving court-awarded attorneys' fees: (1) *Delaney v. Baker* (1999)
9 20 Cal. 4th 23, which held that heightened remedies, including attorneys' fees, are available in suits
10 against nursing homes under California's Elder Abuse Act; (2) *Ketchum v. Moses* (2001) 24 Cal. 4th
11 1122, which held, inter alia, that contingent risk multipliers remain available under California attorney
12 fee law, despite the United States Supreme Court's contrary ruling on federal law (note that in
13 *Ketchum*, I was primary appellate counsel in the Court of Appeal and "second chair" in the Supreme
14 Court); (3) *Flannery v. Prentice* (2001) 26 Cal. 4th 572, which held that in the absence of an agreement
15 to the contrary, statutory attorneys' fees belong to the attorney whose services they are based upon; and
16 (4) *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, which I handled, along with trial counsel,
17 in both the Court of Appeal and Supreme Court. I also successfully represented the plaintiffs in a
18 previous attorneys' fee decision in the Supreme Court, *Maria P. v. Riles* (1987) 43 Cal. 3d 1281, and
19 represented amicus curiae, along with Richard Rothschild, in the Supreme Court's most recent fee
20 decision, *Vasquez v. State of California* (2009) 45 Cal. 4th 243. I also have handled several Ninth
21 Circuit attorneys' fees matters, including *Davis v. City & County of San Francisco* (9th Cir. 1992) 976
22 F.2d 1536, *Mangold v. CPUC* (9th Cir. 1995) 67 F.3d 1470, *Velez v. Wynne* (9th Cir. 2007) 2007 U.S.
23 App. LEXIS 2194, and *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523 F.3d 973. See
24 Exhibit A.

25 **B. Plaintiffs' Counsel's Rates**

26 6. I have been asked by Plaintiffs' counsel to submit this declaration in support of
27 Plaintiffs' Motion for Final Approval of Class Action Settlement and an Award of Reasonable
28 Attorneys' Fees and Costs. I submit this declaration to provide the Court information concerning

1 hourly rates for attorneys in the San Francisco Bay Area, and in particular to provide information
2 demonstrating that the hourly rates requested by Plaintiffs' counsel in this matter are within the range of
3 market rates being charged in the San Francisco Bay Area and the San Diego market for similar
4 services, i.e. handling and trying complex class actions on behalf of employees against large employers
5 like Pacific Bell Telephone Company in this case.

6 7. I understand that Plaintiffs' counsel are requesting an award of attorneys' fees at the
7 following rates:

8 a. Goldstein Demchak Baller Borgen & Dardarian, Oakland, CA

9

Name	Grad Year	Billing Rate
Roberta L. Steele	1993	\$600
Laura L. Ho	1994	\$600
Joseph E. Jaramillo	1995	\$550
Senior Paralegal		\$195
Paralegal		\$150

10
11
12

13 b. GraceHollis LLP, San Diego, CA

14

Name	Grad Year	Billing Rate
Graham S.P. Hollis	1985	\$600
Marta Manus	2008	\$375
Senior Paralegal		\$170

15
16

17 8. Through my writing and practice, I have become familiar with the non-contingent
18 market rates charged by attorneys in California and elsewhere. This familiarity has been obtained in
19 several ways: (1) by handling attorneys' fee litigation; (2) by discussing fees with other attorneys;
20 (3) by obtaining declarations regarding prevailing market rates in cases in which I represent attorneys
21 seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as
22 surveys and articles on attorney's fees in the legal newspapers and treatises.

23 9. The information I have gathered, some of which is summarized below, shows that the
24 rates requested by Plaintiffs' counsel in this case are well in line with the non-contingent market rates
25 charged by litigation attorneys of similar qualifications and experience in San Francisco, San Diego,
26 and similar markets.

27 ///

28 ///

1 c. **Rates found reasonable in other cases.**

2 Set forth below are rates that were awarded by the courts in the following cases:

3 **2010 Rates**

4 (1) *Savaglio, et al. v. WalMart*, Alameda County Superior Court No. C-835687-7,
5 Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, a wage
6 and hour class action, in which the court found the following hourly rates reasonable (before
7 applying a 2.36 multiplier):

8

Years of Experience	Rate
51	\$875
39	\$750
38	\$600
33	\$775
25	\$550
23	\$650
21	\$625
19	\$610
18	\$600
17	\$585
16	\$570
15	\$560
14	\$550
13	\$525
12	\$515
11	\$510
10	\$505
9	\$500
7	\$460
4	\$435
Law Clerks	\$125-\$260

11 **2009 Rates**

12 (1) *Center for Biological Diversity v. California Fish & Game Commission, San*
13 *Francisco Superior Court* No. CPF-08-508759, Order Granting Petitioners' Motion for Attorneys' Fees,
14 filed December 1, 2009, in which the court found reasonable the following hourly rates:

15

Years of Experience	Rate
25	\$650
8	\$375
4	\$250
Law Clerks	\$150

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(2) *Kashmiri et al v. Regents of U.C.*, San Francisco Superior Court, Order Granting Plaintiffs' Motion for Common Fund Attorneys' Fees and Expenses, filed September 30, 2008, in which the court found the following rates reasonable, plus a 3.7 lodestar multiplier:

Years of Experience	Rate
40	\$750
22	\$690
14	\$590
7	\$420
4	\$345
2	\$295
Law Clerks	\$200
Paralegals	\$195

(4) *Environmental Law Foundation v. Laidlaw Transit, Inc.*, San Francisco Superior Court No. CGC-06-451832, Order Granting Motion for Court Approval of Parties Joint Stipulated Judgment, filed September 22, 2008, in which the court found the following hourly rates reasonable in a Proposition 65 action, plus a 1.25 multiplier:

Years of Experience	Rate
29	\$750
26	\$700
24	\$700
23	\$650
18	\$650
16	\$625
14	\$600
10	\$560
9	\$495-\$575
8	\$475
7	\$450
6	\$395
4	\$325
2	\$300
1	\$250
Paralegals	\$145-\$175
Interns	\$125

(5) *Gardner v. Schwarzenegger*, Alameda County Superior Court No. RG06-278911, Order After Hearing filed April 20, 2009, aff'd by unpublished opinion, 2010 Cal. App. Unpub. LEXIS 1240, in which the court found the following 2008 rates reasonable, plus a 1.75 multiplier:

Years of Experience	Rate
17	\$640
14	\$590
8	\$445
Paralegal	\$170

a. **Rate Information from Surveys and Other Cases.**

I have reviewed numerous declarations and depositions filed in other cases, as well as various surveys of legal rates. These include the Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as Exhibit B). These sources show the hourly rates for litigation undertaken on a non-contingent basis by the following California law firms, listed in alphabetical order:

Altshuler Berzon LLP

2009 Rates:

Years Experience	Rate
32	\$775
15	\$625
8	\$475
Law Clerks	\$200
Paralegals	\$195

2007 Rates:

Years Experience	Rate
23	\$700
15	\$550
5	\$325
Paralegals	\$155-\$190

Cooley Godward Kronish LLP

2008 Rates:

Years Experience	Rate
Partners	\$525-\$980
Associates	\$285-\$570

2007 Rates:

Years Experience	Rate
Partners	\$470-\$875 (average \$673)
Associates	\$250-\$555 (average \$403)

Coughlin Stoia Geller Rudman & Robbins, LLP

2007 Rates:

Years Experience	Rate
42	\$700
19	\$650
14	\$650
14	\$600
13	\$585
11	\$510
6	\$460
5	\$285

Duane Morris LLP

2009 Rates:

Years Experience	Rate
Partners	\$325-\$795
Associates	\$225-\$450

Epstein Becker & Green LLP

2009 Rates:

Years Experience	Rate
Partners	\$350-\$855
Associates	\$180-\$475

Fenwick & West

2007 Rates:

Years Experience	Rate
Partners	\$500-\$775 (average \$590)
Associates	\$245-\$500 (average \$370)

Hadsell Stormer

2009 Rates:

Years Experience	Rate
35	\$775
20	\$575

Howard, Rice, Nemerovski, Canady, Falk & Rabkin

2008 Rates:

Years Experience	Rate
Partners	\$515-\$795
Associates	\$275-\$510

2007 Rates:

Years Experience	Rate
Partners	\$495-\$775
Associates	\$275-\$485

Litt, Estuar, Harrison & Kitson, LLP

2009 Rates:

Years Experience	Rate
39	\$800
16	\$550
3	\$320
2	\$285
Paralegals	\$125-\$235
Law Clerks	\$225

Loeb & Loeb

2009 Rates:

Years Experience	Rate
Partners	\$475-\$950
Associates	\$285-\$450

2008 Rates:

Years Experience	Rate
Partners	\$450-\$925
Associates	\$260-\$500

2007 Rates:

Years Experience	Rate
Partners	\$475-\$875 (average \$606)
Associates	\$240-\$500 (average \$400)

Manatt, Phelps & Philips

2009 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$250-\$505

2008 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$290-\$505

2007 Rates:

Years Experience	Rate
Partners	\$520-\$785 (average \$600)
Associates	\$265-\$480 (average \$395)

Morrison Foerster

2009 Rates:

Years Experience	Rate
24	\$750

2008 Rates:

Years Experience	Rate
45	\$675
36	\$725
33	\$785
14	\$650
12	\$600
9	\$560
7	\$535
5	\$485
1	\$520
Paralegals	\$185- \$230

2007 Rates:

Years Experience	Rate
44	\$675
11	\$550
8	\$520
6	\$475
3	\$250

O'Melveny & Myers

2009 Rates:

Years Experience	Rate
36-37	\$860-\$950
21	\$820
16-18	\$700-\$710
14	\$595-\$675
10	\$590
8	\$565
7	\$540-\$565
5-6	\$480-\$520
2-4	\$395-450
Paralegals	\$225-310

Reed Smith

2008 Rates:

Years Experience	Rate
Partners	\$375-\$900 (average \$626)
Associates	\$235-\$580 (average \$423)

2007 Rates:

Years Experience	Rate
Partners	\$350-\$825 (average \$558)
Associates	\$200-\$510 (average \$374)

Rudy, Exelrod & Zieff

2009 Rates:

Years Experience	Rate
Partners 31	\$700
Associates 3	\$305

2007 Rates:

Years Experience	Rate
Partners 29 12	\$700 \$500
Associates 10 8	\$400 \$330
Law Clerk	\$200
Paralegal	\$150

Schonbrun, DeSimone, Seplow, Harris & Hoffman

2009 Rates:

Years Experience	Rate
33	\$750
25	\$625
24	\$625
8	\$375
6	\$370
Paralegals	\$125

Sheppard, Mullin, Richter & Hampton

2008 Rates:

Years Experience	Rate
Partners	\$475-\$795
Associates	\$275-\$455

2007 Rates:

Years Experience	Rate
Partners	\$425-\$795
Associates	\$260-\$550

Townsend and Townsend and Crew

2009 Rates:

Years Experience	Rate
Partners	\$480-\$750
Associates	\$260-\$460

Winston & Strawn

2009 Rates:

Years Experience	Rate
Partners	\$400-\$995
Associates	\$210-\$670

10. The hourly rates set forth above pertain largely to law firms headquartered in the San Francisco Bay Area and Los Angeles. To the extent those law firms handle cases in other jurisdictions, like San Diego, they almost always charge the same rates that they do for litigation in the Bay Area. To the extent Plaintiffs' claim is based upon San Diego rates, however, I also am of the opinion that they are in line with the rates charged by lawyers of comparable skill, experience, and reputation for comparable work, *i.e.*, complex representative litigation in San Diego. I base that opinion on the following facts:

a. In a report filed with the California Public Utilities Commission (attached as Exhibit C), the San Diego Gas & Electric Co. reported that in 2003, it hired outside counsel at rates of from \$477-625 per hour for partners with 13 or more years experience, \$435 per hour for partners with 8-12 years of practice, and \$239-425 per hour for associate attorneys with up to 7 years of practice. Hourly rates have increased significantly since then.

b. San Diego law firm Luce, Forward, Hamilton & Scripps reports that in 2010, its partner rates ranged from \$350 to \$670 per hour, and its associate rates ranged from \$245 to \$445 per hour. In 2009, its partner rates ranged from \$360 to \$650 per hour, and its associate rates ranged from \$240 to \$540 per hour.

11. My research regarding attorneys' fees in California has indicated a consistent increase in fees over the last several years. Most firms increased their rates over these periods. Consistent with this market, I raised my rates in 2009 and 2010, and will raise it again in 2011, to reflect both the

1 demand for my services and inflation in costs and legal rates; my rate is still significantly less than
2 many attorneys with comparable experience, expertise, and skills at other firms.

3 12. The hourly rates set forth above are those charged where full payment is expected
4 promptly upon the rendition of the billing and without consideration of factors other than hours and
5 rates. If any substantial part of the payment were to be deferred for any substantial period of time, for
6 example, or if payment were to be contingent upon outcome or any other factor, the fee arrangement
7 would be adjusted accordingly to compensate the attorneys for those factors.

8 13. In my experience, fee awards are almost always determined based on current rates, i.e.,
9 the attorney's rate at the time a motion for fees is made, rather than the historical rate at the time the
10 work was performed. This is a common and accepted practice to compensate attorneys for the delay in
11 being paid.

12 **C. Plaintiffs' Counsel's Requested Percentage Fee**

13 14. I understand that Plaintiffs request an award of fees under the common fund doctrine as a
14 percentage of the fund recovered in this litigation sufficient to provide them with a reasonable fee. This
15 is an appropriate request because this is a fully-paid, non-reversionary settlement in which the value of
16 the class recovery is fully monetized at \$2,000,000, inclusive of fees, expenses, and settlement
17 administration costs. Under these circumstances, courts award fees as percentages of the common fund
18 where they are in line with the range of fees freely negotiated in the legal marketplace in comparable
19 litigation.

20 15. Based on the information I have gathered and my own experience and expertise, it is my
21 opinion that the 33 1/3% common fund fee recovery requested by Class Counsel is, in the
22 circumstances of this case, reasonable and consistent with awards approved by other California state
23 courts reviewing class action settlements, based on the factors discussed below.

24 16. My opinion is based in part on the fact that, as a common fund case with the fund
25 consisting of \$2 million, Plaintiffs' claimed fee of 33 1/3% is entirely consistent with the legal
26 marketplace for attorneys' services in contingency fee cases involving similar financial recoveries. In
27 the course of my practice, I have become familiar with the contingency fee percentages charged by law
28 firms to sophisticated institutional clients in large damage cases. Based on that knowledge and my

1 experience in the attorneys' fees field generally, it is my opinion that if competent and experienced
2 attorneys and a sophisticated client were to negotiate a contingency fee agreement under the
3 circumstances where (a) a high risk, complex case was being contemplated, (b) it is anticipated that the
4 opposition would be vigorous, and (c) the attorneys would not be paid unless and until they were able to
5 obtain significant relief for the client, the sophisticated client would be more than willing to enter into a
6 retainer agreement under which the client would pay only the litigation out-of-pocket costs, and the
7 attorneys could reasonably expect to recover 5% to 35% of the total value of any recovery as fees.

8 17. An award of 33 1/3% of the common fund requested by Class Counsel here is consistent
9 with legal marketplace for attorneys' services in contingency fee cases because of (a) the high risk
10 involved in litigating an incentive compensation plan case on behalf of nearly 100 California
11 employees; (b) the vigorous defense presented by the large defense firm that represents Defendant here;
12 (c) the relatively small size of the common fund, which weighs toward a higher percentage; and (d) the
13 fact that here, unlike in the paradigm market practices situation described in the previous paragraph,
14 Class Counsel were obligated to advance the substantial litigation costs on a contingent basis with risk
15 of delay in repayment as well as possible non-repayment, and to represent Plaintiffs through appeal of
16 any judgment in this case. This award would also be appropriate to encourage settlement, reward
17 counsel for maximizing their clients' recoveries, and promote the private enforcement of the wage and
18 hour laws Plaintiffs allege were violated.

19 **D. Plaintiffs' Counsel's Lodestar Multiplier**

20 18. Courts often cross-check a percentage-based fee against a lodestar based fee to determine
21 if it is reasonable. I understand that Plaintiffs' lodestar here is \$332,383.88 on non-fees work. The
22 \$666,667 fee award requested represents a 2 multiplier on the non-fees lodestar.

23 19. The expense and risk of public interest litigation has not diminished over the years; to
24 the contrary, these cases are in many ways more difficult than ever. As a result, fewer and fewer
25 attorneys and firms are willing to take on such litigation, and the few who are willing to do so can only
26 continue if their fee awards reflect true market value. Attorneys who litigate on a wholly or partially
27 contingent basis expect to receive significantly higher effective hourly rates in cases where
28 compensation is contingent on success. As the case law recognizes, this does not result in any

1 "windfall" or undue "bonus." In the legal marketplace, a lawyer who assumes a significant financial
2 risk on behalf of a client rightfully expects that his or her compensation will be significantly greater
3 than if no risk was involved (i.e., if the client paid the bill on a monthly basis), and that the greater the
4 risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent fee cases to
5 reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes
6 them competitive in the legal marketplace, helping to ensure that meritorious cases will be brought to
7 enforce important public interest policies and that clients who have meritorious claims will be more
8 likely to obtain qualified counsel.

9 20. In my experience, lodestar multipliers of 2 to 4 are typical for class actions such as this
10 case. Plaintiffs' requested fee falls well within this range.

11 **E. Plaintiffs' Counsel's Out-of-Pocket Expenses.**

12 21. I have reviewed the billing practices of hundreds of attorneys in California. Based on
13 my experience and knowledge of these billing practices, I am aware that it is a common practice for
14 firms to bill their clients for out-of-pocket expenses incurred in litigation on a monthly basis as they are
15 incurred. Such expenses include, but are not limited to, charges incurred for copying, long-distance
16 telephone calls, postage, messengers, travel, deposition and hearing transcripts, legal and non-legal
17 computer research services, mediation services, and expert witnesses. I am informed that Plaintiffs
18 expended \$16,258.08 in out-of-pocket litigation expenses in this case, including \$8,000 for the services
19 of an experienced and skilled mediator, David Rotman, who brokered the settlement in this case. Based
20 on my knowledge and experience of such costs and billing practices, it is my opinion that these
21 expenses are reasonable given the complex nature of this case.

22 If called as a witness, I could and would competently testify from my personal knowledge to the
23 facts stated herein. I declare under penalty of perjury under the laws of the state of California the
24 foregoing is true and correct.

25 Executed this 4th day of January, 2011, at Berkeley, California.

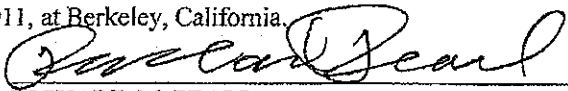
26 
27 RICHARD M. PEARL

EXHIBIT 4

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Attorneys for Plaintiff TONYA DWYER,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

TONYA DWYER, an individual on behalf
of herself and all others similarly situated ,

Plaintiff,

v.

PIN SETTERS, INC., a California
corporation doing business as COUNTRY
CLUB LANES; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV002452

CLASS ACTION

Assigned for All Purposes To:
Hon. Jill Talley

**DECLARATION OF TONYA DWYER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: May 16, 2025
Time: 9:00 a.m.
Dept.: 23

Original Complaint Filed: February 8, 2024
First Amended Complaint Filed: April 12, 2024
Trial Date: None Set

DECLARATION OF TONYA DWYER

I, TONYA DWYER, declare:

1. I am over the age of eighteen and submit this Declaration in support of the Motion for Preliminary Approval of the Class and PAGA Action Settlement Agreement (“Settlement Agreement”) entered into between me, on behalf of myself and other similarly situated employees of Defendant PIN SETTERS, INC., dba COUNTRY CLUB LANES (“Defendant”), and Defendant (“Plaintiff and Defendant are collectively referred to herein as “the Parties”). (*See* Declaration of Enoch J. Kim (“Kim Decl.”), Exhibit 1, Settlement Agreement). I understand that I am submitting this Declaration in support of preliminary and final Settlement approval in this action and my requested Class Representative Service Payment of \$7,500.00. I have personal knowledge of the facts herein, and if called as a witness, I could and would competently testify to them.

2. I am currently a resident of California, and I was employed by Defendant during the relevant period as an hourly, non-exempt employee. I worked as a bartender for Defendant and performed various tasks, including serving guests, stocking, making drinks, and communicating with management and security regarding Defendant’s operations. From my experience and the documents and information I have reviewed from this action, I believe Defendant’s policies are or were uniformly applied to all non-exempt employees who worked for Defendant in California. I believe I have been similarly situated with the other Class Members as they have been defined in the Settlement Agreement.

3. I understand that I am asking to be approved to serve as the Class Representative for the Settlement Class in this action, which I understand is defined as “all persons who worked for Defendant as non-exempt employees at any time during the Class Period,” which is the period from February 8, 2020, through January 18, 2025. (“Class” or “Class Members”).” (Kim Decl., Exhibit 1, Settlement Agreement, ¶¶ 1.5, 1.13). I also understand that I am serving as the representative plaintiff on behalf of other similarly situated and aggrieved employees in California in connection with the class action and representative claims.

4. I retained the law firm of D.Law, Inc. to represent me in this class action lawsuit

1 against Defendant for the alleged practices and violations as stated in the First Amended
2 Complaint (“Operative Complaint”).

3 5. The Operative Complaint resulted from multiple conversations I had with my
4 attorneys and their staff regarding Defendant’s policies and practices. I also understand that the
5 Operative Complaint has alleged, among other things, that Defendant failed to pay for all hours
6 worked at the required minimum, overtime, and double time wage rates. I further understand we
7 have alleged that Defendant failed to provide us with meal periods and rest breaks as required
8 under California law.

9 6. I believe that I am similarly situated to all other Class Members and Aggrieved
10 Employees who worked for Defendant during the Class Period and who were similarly affected by
11 Defendant’s policies and practices. I believe my claims against Defendant are typical of the other
12 Class Members, as the claims asserted in the Operative Complaint are also shared by the other
13 Class Members.

14 7. From the beginning of my involvement in this case and prior to filing the initial
15 Complaint, my attorneys informed me about what it meant to be a Class Representative. I
16 understood that I was expected to represent the other employees’ interests, placing them ahead of
17 my own. I signed an acknowledgment of my duties as a class representative at the outset of this
18 action. I understood and believed that the way that Defendant failed to pay me for my hours
19 worked was the same as the way it failed to pay all other employees who worked for Defendant.

20 8. I believe that my interests have been and continue to be aligned with all Class
21 Members, and I have been and am willing to continue to pursue the Class Members’ claims
22 vigorously on our collective behalf. As a result, I believe I do not have any interests that are
23 adverse to the interests of the Class Members. I understood it was my responsibility to actively
24 participate in the lawsuit to safeguard the interests of other Class Members and to ensure that my
25 interests were not in conflict with those of the other employees. I did so to the best of my ability,
26 and I believe I have maintained the best interests of the Class Members.

27 9. I have actively participated in this litigation and have been updated on the progress
28 of the case. I have provided documents to Class Counsel in support of the class claims and spent

many hours discussing my claims and information regarding my employment by Defendant. I have also invested significant time and efforts in performing my duties on behalf of the Class, including during the initial complaint drafting process, in response to informal discovery before mediation, speaking with Class Counsel about other witnesses and answering questions in connection with the mediation and ongoing settlement negotiations, and now throughout the preliminary and final Settlement approval process.

10. I have spent time communicating with Class Counsel to receive answers to my questions or updates on the case's progression. I estimate I have devoted approximately at least **34 hours** of my time to this action and vigorously representing the interests of the Settlement Class, including by performing the following:

- a. Researching the issues and claims I could bring against Defendant and talking to my attorneys about initiating this action;
- b. Being interviewed in detail by my counsel regarding the working conditions we operated under for Defendant, and particularly my experiences and the policies and practices that applied to my employment and the employment of the other similarly situated employees;
- c. Searching for and gathering relevant documents in my possession and providing them to my attorneys, and reviewing all documents produced by Defendant;
- d. Speaking with and informing my attorneys of the identities of potential witnesses and Class Members and responding to questions from Class Members and counsel and from Defendant in discovery in preparation for mediation;
- e. Preparing for the mediation session and reviewing settlement-related documents and working with counsel to prepare and provide executed final versions of the MOU and the Settlement Agreement. I have also worked with counsel in connection with the motion for preliminary approval of the Settlement Agreement in drafting this Declaration and will also do so as necessary in connection with final approval; and
- f. Regularly receiving and responding to correspondence and phone calls from my attorneys regarding the claims, case status, and then the Settlement and other related documents.

11. I have chosen to serve as a class representative despite my concerns about how my role in this class action may adversely affect my prospects for future employment given that this class action is public information accessible by prospective employers.

12. I have reviewed with my counsel the Settlement Agreement we have negotiated with Defendant in this action on behalf of the Class Members. I agreed to the terms because I believe the Settlement is fair and reasonable. I understand that once the Court grants preliminary approval of the Settlement and to me serving as the class representative, the action will proceed with Settlement administration and then the final approval process.

13. I have not yet received any consideration or promises that are different than any of the other Class Members. In addition to the release of class claims alleged in the Operative Complaint, I agreed to a general release of claims against Defendant to help secure the Settlement on behalf of the Class. In my opinion, the requested Class Representative Service Payment of \$7,500.00 is fair and reasonable given the risks I have taken, the tasks I have performed, the time I have invested, and the real benefit that the Class Members will receive from the Settlement.

14. I understand my requested \$7,500.00 Class Representative Service Payment is subject to the Court's final approval and discretion, and I respectfully request that the Court approve awarding it and approve me to serve as the class representative for settlement purposes.

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

Executed this ²² day of April 2025, at Sacramento, California.

DocuSigned by:



0146B93C3D2A46B...
Tonya Dwyer

EXHIBIT 5

tonya dwyer pin setters

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UniCourt

https://unicourt.com › case

DWYER, AN INDIVIDUAL vs PIN SETTERS, INC, A ...

On 02/08/2024 **DWYER, AN INDIVIDUAL** filed a **Civil - Labor and Employment lawsuit** against PIN SETTERS, INC , A CALIFORNIA CORPO.

California Courts (.gov)

https://courts.ca.gov › sites › files › courts › default

Payments Jul-Dec 2018

GREGORY WARD **DWYER**, 20394. 3733, Riverside, BOCHNEWICH LAW OFFICES, 450. 3734 ...
TONYA S FRYE, 1920.3. 15669, Placer, NAEGELI REPORTING CORPORATION, 92.48. 15670 ...

New York State Department of Health (.gov)

http://www.health.ny.gov › hcra › elector › elect_f1

August 1, 2025 - List of Electors - NY.gov

Aug 1, 2025 — A list of organizations that have voluntarily elected to make public goods payments directly to the Department of Healths Pool ...

Legal Momentum

https://www.legalmomentum.org › files › reports

UNDERSTANDING SEXUAL VIOLENCE^{PDF}

At least I don't have to be constantly reminded of what happened." **Tonya**, college freshman, raped at fraternity party by ... **Setters**." Biases as to what rapists ...

Army Emergency Relief

https://www.armyemergencyrelief.org › 2023-donors

2023 Donors

Edward S **Dwyer** Edward S Gregory Edward S Holmes Edward S Loomis Edward ... La **Tonya** Cavitt La **Tonya** Hebert-Adams Lacey Ledawn Throesch Laceyann Banton

Givnish Funeral Home

https://www.givnish.com › ... › John S. Ungvarsky Jr

John S. Ungvarsky Jr Obituary

Jan 21, 2023 — John Ungvarsky Jr, 95, of Cinnaminson, NJ, **passed away peacefully on January 21, 2023**. Devoted husband to Joan Ungvarsky (nee Konopinski) for 64 years.

LouisvilleKY.gov

https://louisvilleky.gov › government › county-attorney

2021 Delinquent Child Support List

If your name appears on this list or if you know the location or employer of anyone listed, please contact us. All information received by this agency is ...

Rau Dog Shows, LTD.

https://www.raudogshows.com › uploads › 2022...

NUTMEG COMBINED SPECIALTIES^{PDF}

https://www.google.com/search?q=tonya+dwyer+pin+setters&... 1/2

Sep 24, 2022 — The Sweepstakes is open to all Gordon **Setters**, 6 months & under 18 months on the day of the show. All dogs entered in Sweepstakes must also be ...

 American Kennel Club

https://images.akc.org › awards_PDF_01_2012

awards

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Lesa O'Dwyer if you listen to her video she says no one should be concerned and commenting on anyone's body. That includes thin people as well.

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EXHIBIT 6