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

KATHERINE VERGARA POLANCO, an
individual and on behalf of all others similarly
situated;

Plaintiff,

vs.

ESCALETTE, LLC, a California corporation;
and DOES 1 through 50,

Defendants.

Case No.: 30-2024-01407947-CU-OE-CXC

[Assigned for All Purposes to:
Hon. William Claster, Dept. CX101]

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEY'S
FEES AND COSTS, AND SERVICE
PAYMENT**

(Filed concurrently with Motion for Final
Approval; Supporting Declarations; and
[Proposed] Judgment and Order)

DATE: October 16, 2026

TIME: 9:00 a.m.

DEPT: CX101

Reservation ID: Per May 16, 2026 Court
Order

Action Filed: June 18, 2024

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been admitted
3 to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of
4 record for Plaintiff Katherine Vergara Polanco (“Plaintiff”) in this action. I have personal knowledge of
5 the matters stated herein and if called and sworn as a witness, I would and could competently testify
6 under oath thereto.

7 2. Enclosed as **Exhibit 1** is a true and correct copy of the Class Action and PAGA
8 Settlement Agreement (the “Agreement”). Enclosed as **Exhibit 2** is a true and correct copy of the
9 Amendment to the Action and PAGA Settlement Agreement (the “Amendment”). Enclosed as **Exhibit 3**
10 is a true and correct copy of the Court’s Order Granting Preliminary Approval of Class Action and
11 PAGA Settlement Agreement.

12 3. The Agreement defines the Class Period as the period from June 18, 2020 through the
13 date the number of Workweeks worked by Class Member reaches up to 29,717 Workweeks and further
14 provides an Escalator Clause that provides Defendant with the option to either: (1) de-escalate the
15 settlement so that the Class Period ends on the date that the Workweeks count totals no more than
16 29,717 and the PAGA Period will end on the same date as the Class Period; or (2) permit the Gross
17 Settlement Amount to be increased proportionally by the Workweeks in excess of 29,717. Agreement,
18 §§ 1.12, 1.22, 8. Here, Defendant has elected to cut off the Class Period on November 24, 2025 with
19 29,804 Workweeks and increase the Gross Settlement Amount by \$1,591.41 to \$543,586.77.

20 **THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE**

21 4. In connection with mediation, the Parties engaged in extensive informal discovery.
22 Defendant produced (1) Class and PAGA statistics, including the number of Class Members, formerly
23 employed Class Members, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods; (2) a
24 random 25% sampling of time and payroll records of Class Members; and (3) Defendants’ employee
25 handbooks and standalone policy documents.

26 5. In preparation for mediation, Plaintiff’s counsel worked with an expert data analyst and
27 conducted a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by
28 Defendants to create a detailed exposure analysis for all claims at issue. This discovery and analysis

1 allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of
2 Plaintiff's claims, and Defendants' potential defenses.

3 6. On July 27, 2025, the Parties participated in a full-day in-person mediation with Daniel
4 Turner, Esq. a well-respected wage and hour class action mediator. During mediation, the Parties
5 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims,
6 and the legal basis for the claims and defenses, but did not reach a resolution. Thereafter, the Parties
7 continued to negotiate with each other and accepted a mediator's proposal on September 29, 2025,
8 which led to this Agreement to settle the Action.

9 7. Based on the data provided by Defendant and with the assistance of its expert data
10 analyst, Class Counsel performed a comprehensive damage analysis and calculated a range of potential
11 damages and penalties. As discussed in detail in Plaintiff's Motion for Preliminary Approval, Class
12 Counsel estimated that the potential realistic recovery for the Class would be approximately
13 \$850,569.09. The proposed Settlement of the original Gross Settlement Amount of \$543,586.77
14 represented approximately 63.91% of the reasonably forecasted recovery for the Class. Final approval is
15 appropriate since the Settlement will provide significant monetary relief to the Class, which is consistent
16 with what Class Counsel believe could have been recovered had the case proceeded through trial.

17 **ATTORNEY QUALIFICATIONS**

18 8. My qualifications are as follow: I received my J.D. from the University of Southern
19 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor on
20 the Southern California Law Review where I published the article: *Taking the Fight Back to Title VII: A*
21 *Case for Redefining "Because of Sex" to Include Gender Stereotypes, Sexual Orientation, and Gender*
22 *Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law school, I also served as
23 a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and U.S. Bankruptcy Court Judge,
24 Hon. Ernest M. Robles; served as a law clerk to the General Counsel of JM Eagle; and participated in
25 the law school's Employer Legal Advice Clinic.

26 9. After passing the California Bar in December 2011, I began practicing management-side
27 employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I began
28 focusing my practice at Lewis Brisbois on representing employers in wage and hour class and PAGA

1 action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of Lewis
2 Brisbois' Wage & Hour Class Action Practice Group. In November 2020, I was elevated as the Co-
3 Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the youngest
4 attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity partner,
5 becoming one of the youngest equity partners and the third Asian-American equity partner in the history
6 of this 1,500-attorney firm. During my tenure as a wage and hour class action defense attorney, I
7 represented employers in over 80 wage and hour class and/or PAGA action lawsuits.

8 10. In July 2023, I joined Justice for Workers, P.C. ("JFW") and began heading its Complex
9 Litigation Practice Group where I focus my practice on representing employees in wage and hour class
10 and PAGA action lawsuits. In my current practice at JFW, I serve as the lead plaintiff's counsel on over
11 100 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 80
12 other class and/or PAGA actions at mediation. The following are cases in which I have received final
13 approval of class action settlement and I was appointed as class counsel: *Christian Derefield v. OHC of*
14 *California*, Los Angeles Superior Court Case No. 24STCV01784, final approval of class/PAGA
15 settlement granted on August 31, 2026; *Loan Kim Phu v. MicroVention, Inc.*, Orange County Superior
16 Court Case No. 30-2024-01376392-CU-OE-CXC, final approval of class/PAGA settlement granted on
17 August 3, 2026; *Annette Dearing v. Love's Country Stores of California*, Madera County Superior Court
18 Case No. MCV090813, final approval of class/PAGA settlement granted on July 27, 2026; *Marcos*
19 *Beltran v. Fondomonte California LLC*, Riverside Superior Court Case No. CVRI2402849, final
20 approval of class/PAGA settlement granted on June 26, 2026; *Chelsey Richardson, et al. v. Telecare*
21 *Corporation*, Stanislaus County Superior Court Case No. CV-24-006292, final approval of class/PAGA
22 settlement granted on June 1, 2026; *Juan Carlos Castellanos v. MG Drywall Construction, Inc.*, Los
23 Angeles Superior Court Case No. 24STCV03488, final approval of class/PAGA settlement granted on
24 May 27, 2026; *Doris Nathan v. The Muller Company, LLC*, Los Angeles Superior Court Case No.
25 23STCV24395, final approval of class/PAGA settlement granted on April 30, 2026; *Cody Yandell v.*
26 *Iron Delta Security*, Los Angeles Superior Court Case No. 24STCV07830, final approval of
27 class/PAGA settlement granted on April 27, 2026; *Darcy Nuber v. Fever Labs, Inc.*, Los Angeles
28 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

1 Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan*
2 *Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067,
3 final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates*
4 *Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA
5 settlement granted on December 18, 2024.

6 11. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her entire
7 legal career. Ms. Luu handled a number of wage and hour matters, including individual actions and class
8 and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her J.D., cum laude,
9 along with her Master of Dispute Resolution, from the Pepperdine University Rick J. Caruso School of
10 Law in 2020. Ms. Luu practiced as a labor and employment associate for the next 3 years representing
11 employers in wage and hour class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith
12 LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined JFW and as an associate in the
13 Complex Litigation Practice Group, where she focuses her practice on representing employees in wage
14 and hour class and PAGA action lawsuits. Ms. Luu has been appointed as class counsel in all of the
15 cases referenced above.

16 **THE RISKS INHERENT IN CONTINUED LITIGATION FAVOR FINAL APPROVAL**

17 12. Here, Defendant has presented defenses to all of Plaintiff's claims and theories of
18 liability. For example, Plaintiff alleged that Defendant unlawfully rounded Class Members' time
19 punches to the nearest quarter-hour and automatically deducted 30 minutes of compensable hours
20 worked for meal periods during part of the Class Period. Plaintiff contended that Defendant's rounding
21 and automatic meal period deduction practices resulted in unpaid wages including overtime. However,
22 Defendant vigorously denied that its practices resulted in unpaid wages. First, Defendant contended that
23 Class Members worked in a manufacturing facility where production operations started at the same time
24 at the beginning of shift, ceased and restarted at the same time during lunch breaks, and ceased at the
25 same time at the end of shift. Therefore, Class Members were permitted to take timely and off-duty meal
26 periods. Defendant further argued that it did not implement any practice to systemically deduct meal
27 periods from employees. Defendant further argued its rounding policies/practices were lawful, since it
28 was both neutral on its face and resulted, over time, in employees being paid for all hours worked.

1 Defendant also contended that multiple Courts of Appeal have found rounding mechanisms to be lawful
2 under similar circumstances. Defendant argued Plaintiff would be unable to certify a class because of
3 numerous individualized inquiries as to whether Class Members were in fact underpaid, or potentially
4 overpaid, for each workday in question. Finally, as to all claims, Defendant argued that the LWDA
5 conducted its own investigation, including reviewing records and interviewing approximately multiple
6 Class Members, and found no wrongdoing on the part of Defendant.

7 13. Plaintiff claimed that she and other employees were not provided with compliant meal
8 periods because of operational needs and Defendant failed to keep accurate records of their meal breaks
9 due to the alleged meal period automatic deduction practice. Sung Defendant countered that it
10 maintained compliant meal period policies and practices throughout the Class Period and always
11 provided compliant meal periods in line with those policies. Defendant further argued that Class
12 Members worked in a manufacturing facility where production operations ceased and restarted at the
13 same time during lunch breaks, and therefore, Class Member were provided with compliant meal period
14 regardless of what time records might show and any deviation was due to Class Members' own volition.
15 As such, Defendant maintained Plaintiff's meal period claim is not suited for class certification since
16 individual inquiries would be needed to assess which employees, if any, took non-compliant meal
17 periods, how many meal periods were non-compliant, and the reasons why a particular employee did not
18 take a meal period on a particular shift and a meal period premium was not paid.

19 14. Plaintiff claims that Class Members were not provided with a third rest break when they
20 worked more than 10 hours in a shift. Defendant counters that they have maintained compliant rest
21 period policies and practices and provided compliant rest periods in line with those policies. Defendant
22 further maintained Plaintiff's rest period claim is not suited for class certification since individual
23 inquiries would be needed to assess which employees, if any, took non-compliant rest periods, how
24 many rest periods were non-compliant, and the reasons why a particular employee did not take a rest
25 period on a particular shift.

26 15. Plaintiff alleged that Plaintiff and other employees had to use their personal cellphones to
27 communicate for work without reimbursement of cellphone expenses. In response, Defendant argued
28 that Class Members worked in a factory and had no reason to use their personal cellphones. To the

1 extent they used their personal cellphones, it was out of their own convenience and not a reimbursable
2 expense.

3 16. As to Plaintiff's derivative claims for wage statement and waiting time penalties,
4 Defendant argued that it possessed strong, good faith defenses to Plaintiff's underlying claims and these
5 claims cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional
6 standard in Labor Code § 226(e). Defendant relied on the California Supreme Court decision in *Naranjo*
7 *v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-
8 faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and
9 intentional" finding under Labor Code § 226(e) for the imposition of penalties.

10 17. The PAGA cause of action is similarly derived from underlying claims for unpaid wages
11 and meal and rest period premiums. In addition to Defendant's defenses on the merits as discussed
12 above, Defendant also asserted that the Court would drastically reduce any award of PAGA penalties as
13 "confiscatory."

14 18. The risks of this case were weighed by Class Counsel and should be considered a
15 significant factor by the Court in its determination of final approval. Class Counsel obtained a very
16 substantial settlement for the Class that resulted in a fair recovery which at the same time provides for
17 finality and no risk of costs by the Class Members or the Class Representative. The Settlement also
18 affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise
19 may have prevented the Class from obtaining any recovery at all. While Class Counsel believe the Class
20 Members' claims are meritorious and can be successfully litigated, they are experienced and fully
21 understand the inherent risks and uncertainty involved with such matters as the resolution of class
22 certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably
23 follow should the Class prevail at trial. Class Counsel have also assessed the same risks in connection
24 with the current settlement. Because the Settlement provides immediate and substantial relief, without
25 the attendant risks and delay of continued litigation—not to mention the threat of litigation fees and
26 costs—Class Counsel believe that the Settlement warrants the Court's final approval.

27 19. Based on my experience in litigating and resolving class and PAGA representative
28 actions, I believe the Settlement is fair, reasonable, and adequate, and in the best interest of the Class as

a whole. Similarly, counsel for Defendant is in favor of this Settlement.

THE REQUESTED ATTORNEY'S FEES AND COSTS SHOULD BE APPROVED

20. In assessing the reasonableness of the billing rates for the attorneys at Justice for Workers, P.C., the firm refers to the "Laffey Matrix" to set 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 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). When comparing the billing rates for attorneys at Justice for Workers, P.C. with the Laffey Matrix, the attorneys either bill at or below the rate for similarly skilled and tenured legal professionals.

21. As of the execution of this Declaration, attorneys at Justice for Workers, P.C. incurred lodestar totaling \$148,545.00 and 186.4 attorney hours in this matter. I have reviewed my firm's lodestar and 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 3** are the Time and Task Logs of William C. Sung and Tiffany L. Luu.

22. Thus, Class Counsel's requested fee award of \$181,195.59 represents a **1.22** lodestar multiplier against their lodestar of \$148,545.00. Class Counsel' lodestar is itemized in the following table:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (16 th Year Attorney)	\$1,019	\$900	131.50	\$118,350.00
Tiffany L. Luu (6 th Year Attorney)	\$625	\$550	54.90	\$30,195.00
		TOTAL	186.4	\$148,545.00

23. The work performed by Class Counsel include, but are not limited to, meetings with Plaintiff regarding Plaintiff's work experience and status of the litigation, mediation, settlement, and

1 settlement approval; extensive research and analysis into Defendant's corporate background and
2 litigation history and liability theories; research and analyze Defendant's arbitration agreement; review
3 and analysis of significant amount of documents produced by Defendant via informal pre-mediation
4 production; extensive telephonic and written meet and confer conferences with Defendant's counsel
5 regarding case management, mediation, settlement documents, and settlement approval; analyzing
6 Defendant's rounding and meal period auto-deduct practices based on Plaintiff's records; preparation
7 and submission of Plaintiff's PAGA Notice; drafting complaints; preparation of joint reports and
8 attentions of status conferences; drafting written discovery requests; working with an expert data analyst
9 to analyze the records and preparation of a damages model; research and drafting of Plaintiff's
10 mediation brief and participation in mediation; negotiating multiple drafts of the Agreement,
11 Amendment and attachments thereto; research, preparation, finalization, and filing Motion for
12 Preliminary Approval, supplemental briefing, Motion for Final Approval, and accompanying filings;
13 preparing for and attending hearings on these Motions; and overseeing the notice administration process
14 and distribution of funds; communications with Class Members regarding the Settlement, notice
15 administration, and settlement approval.

16 24. Additionally, Class Counsel estimate they will devote no less than 10 hours, although
17 likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These
18 additional hours will include time spent to obtain and monitor approval of the Settlement and requested
19 awards, oversee the settlement administration process and distribution of funds, respond to inquiries
20 from Class Members, and communicate with Plaintiff regarding the case.

21 25. In reaching this Settlement, Class Counsel carefully considered the strength of the case
22 versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining
23 class certification through trial. While Class Counsel is confident about the strength of Plaintiff's claims,
24 they recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat
25 or substantially impair the value of the lawsuit.

26 26. Thus, continuing to litigate this action would require continued and extensive resources
27 coupled with significant court time to proceed through contested certification, trial, and post-trial
28 motions, which can often take years. Furthermore, wage and hour litigation is complex and expensive,

1 as it often necessitates extensive expert testimony, particularly with regards to damages. But even if
2 Plaintiffs were successful at trial, Class Counsel are acutely aware that a judgment does not end the
3 litigation, and they fully expect that Defendant would likely appeal any judgment. Having litigated every
4 stage of complex wage and hour actions, including trying a class action to verdict, litigating motions for
5 class certification and summary judgment, and briefing and arguing appeals before appellate courts,
6 Class Counsel are acutely aware of these risks.

7 27. All of the cases Justice for Workers accepts and works on are on a contingency basis. My
8 firm does not charge any upfront fees or receive any unless and until the case is either settled or resolved
9 through judgment. My firm invests money in the form of attorney and staff salaries and cost advances
10 including those related to filing fees, depositions, mediations, experts, trial preparation, and trial. As
11 such, there is a tremendous financial risk involved in all of the cases my firm take. This case was no
12 exception.

13 28. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an
14 hourly basis and thus can obtain representation only if they can find counsel who are willing to accept
15 their case on a contingent basis and agree to advance either all or a significant portion of the costs. At
16 the same time, most plaintiff's attorneys are neither able nor willing to accept such contingent cases
17 unless they can anticipate that they will recover a fee greater than they would have recovered if paid on
18 an hourly basis if they prevail after time-consuming and expensive litigation. Plaintiff's attorneys,
19 especially in class actions, face the risk that even if they are successful in litigating a case through trial,
20 that Defendant could be judgment-proof, raising the possibility that Class would receive no payment at
21 all.

22 29. Finally, in taking this case on a purely contingency basis, Class Counsel had to turn away
23 other fee generating work because the case required Class Counsel to not only devote considerable time
24 and resources to effectively prosecute and settle this action, but also wait until the Settlement is fully
25 funded before finally being made whole.

26 30. To date, Class Counsel's actual and anticipated litigation costs are of \$10,374.53,
27 including future anticipated costs of \$77.97 in filing this Motion, \$13.66 in filing any supplemental brief
28 and/or amended proposed judgment and order, and \$13.66 in filing the Administrator's declaration

1 regarding settlement distribution. Enclosed as **Exhibit 5** is a true and correct itemized list of Class
2 Counsel's costs.

3 31. In addition to the invaluable services they provided, Plaintiff also took a significant risk,
4 both professionally and monetarily, in acting as the Class Representative. Filing a lawsuit against one's
5 employer carries an inherent reputational risk. Given that future employers are much less likely to hire
6 individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff
7 could face negative employment prospects in the future. These risks can deter employees from asserting
8 their rights. Additionally, because the claims alleged by Plaintiff involved the payment of costs to the
9 prevailing party, Plaintiff could have possibly faced paying the costs of Defendant had they not
10 prevailed in this action. Despite this, however, Plaintiff agreed to pursue this case on behalf of the Class.
11 Plaintiff took such risks upon themselves and the whole Class benefited from this. Class Members did
12 not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail,
13 nor did they have to face the potential for retaliation and not getting future employment had they filed a
14 lawsuit which is a public record. Moreover, there were no objections by any Class Member to the
15 proposed Class Representative Service Payments.

16 32. On September 18, 2026, I served the LWDA via filing through its online portal at
17 <https://dir.govfa.net/432> (Proposed Settlement of PAGA Case) with the Motion for Final Approval of
18 Class Action and PAGA Settlement; the Declarations of William C. Sung, and Madely Nava of Apex
19 Class Action LLC; the Order Granting Preliminary Approval of Class Action and PAGA Settlement;
20 and the Proposed Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.
21 Enclosed as **Exhibit 6** is the LWDA's online filing confirmation

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

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Executed on September 18, 2026 at Los Angeles, California.



William C. Sung

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

EXHIBIT 4

EXHIBIT 5

EXHIBIT 6