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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

MATAUA SALL, an individual and on behalf of all others similarly situated, Plaintiff, v. PEARL CROP, INC., a California Corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: STK-CV-UOE-2024-0006897 [Assigned for all purposes to Hon. Esmeralda Zendejas, in Dept. 11A] **DECLARATION OF VEDANG J. PATEL IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

DECLARATION OF VEDANG J. PATEL

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

2. On or about June 10, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees, for alleged Labor Code violations (PAGA Notice"). A true and correct copy of the PAGA Notice is attached to the hereto as Exhibit "2.".

3. On or about June 11, 2024, Plaintiff commenced this action by filing a complaint alleging against Defendant Pearl Crop Inc. for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code section 227.3; and (10) unfair competition ("the Class Action").

4. On or about August 15, 2024, Plaintiff filed a complaint for civil penalties under PAGA against Defendant in Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2024-0009788 (the "PAGA Action"), for the violations set forth in the PAGA Notice.

5. Class Counsel thereafter agreed to exchange informal discovery and attend an early mediation. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for 100% of Class Members; (c) personnel files; (d) timesheets, wage statements, and contact information of class members and aggrieved employees; (e) wage and hour policy documents; and (f) employee handbook. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130

(*Dunk/Kullar*).

6. On or about On May 15, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramanaiam, Esquire. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

The Proposed Settlement

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

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

- Certification of a class ("Settlement Class," "Settlement Class Members" or "Class Members") defined as: all persons employed by Defendant Pearl Crop Inc. in California during the period from June 11, 2020, through May 15, 2025 ("Class Period").
- Defendant will pay $645,000.00 ("Gross Settlement Amount") to resolve the matter.
- The Parties estimate that there are no more than 15,000 Workweeks worked during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or an additional 1,500 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 15,000 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount ($645,000.00) by 15,000, which amounts to a Workweek Value of $43.00. Thus, for example, should there be 16,500 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $64,500.00 ((16,500 Workweeks – 15,000 Workweeks) x $43.00 per Workweek). Alternatively, Defendant may elect to modify the end date of the Class Period and PAGA Period to the date on which Class Members worked a total of 15,000 Workweeks. Defendant must exercise its option to modify the end date of the Class Period at least 60 days before the first set hearing on

Plaintiff's Motion for Preliminary Approval. Said election may be reflected by declaration testimony, an addendum of the Settlement, or amendment thereto.

- Defendant will pay the employer's share of taxes separate and apart from the Gross Settlement Amount.
- This is a non-reversionary settlement.
- "Workweek" means any week during which a Class Member worked for Defendant, for the Class Period, based on hire dates, termination dates, and rehire dates, as applicable.
- Class Members will be paid their *pro rata* share of the class action settlement based on the total number of Workweeks worked during the Class Period.
- The Settlement Administration Costs, estimated not to exceed $8,500.00 will be paid out of the Gross Settlement Amount.
- Class Counsel, comprised of David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., may apply for, and Defendants will not oppose, attorneys' fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to $225,750.00, and actual costs, not to exceed $30,000.00, all of which will be paid out of the Gross Settlement Amount.
- Class Counsel hereby apply for, and Defendant will not oppose, a service award of up to $10,000.00 to Plaintiff, Mataua Sall, which will be paid out of the Gross Settlement Amount.
- "Aggrieved Employees" means person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from June 10, 2023, through the end of the Class Period ("PAGA Period ").
- Defendants have agreed to pay $64,500.00 as PAGA penalties, seventy-five percent (75%) or $48,375.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or $16,125.00 of which will be distributed to the Aggrieved Employees.
- For any Class Member whose Individual Class Payment check or Individual PAGA

Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing) the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid at Work, for use in any county in need in California.

Settlement Agreement and Accompany Documents

8. Attached hereto as Exhibit "1" thereto is the Settlement Agreement between the Parties. Attached to the Settlement Agreement as internal Exhibit "A" is the proposed Class Notice to be distributed to Class Members in English and Spanish. The proposed Class Notice satisfies these requirements.

9. Class Counsel respectfully request that this Court approve the above-referenced Class Notice and dissemination of the Class Notice to the Class Members, consistent with the manner and timing as set forth in the Settlement Agreement. The Parties have agreed to use Phoenix Class Action Administration Solutions ("Phoenix"), an experienced Settlement Administrator, to administer the settlement.

10. On or about May 18, 2026, my office submitted a copy of the Settlement Agreement to the LWDA in compliance with Labor Code section 2699, subdivision (l)(2). A true and correct copy of confirmation from the LWDA is attached hereto as Exhibit "3."

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

11. The Settlement that has been reached, subject to this Court's approval, is a product of substantial efforts by the Parties and their counsel. The Settlement was reached after extensive factual and legal investigation and research; the exchange of informal discovery; substantial negotiation regarding the scope of informal discovery; exchange of documents and information that included review of time and pay records and analysis thereof with the aid of Plaintiffs and expert consultant; analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis of the number of pay periods and number of Aggrieved Employees in the PAGA Period for calculating PAGA penalties, number of Class Members eligible for wage statement penalties and waiting time penalties; an analysis of Defendant's financial ability to fund the settlement; an analysis of Plaintiff's employment records; extensive correspondence and communication between counsel; a review of pleadings, evidence and rulings in similar actions litigated elsewhere in the state; a

review of similar cases in the same industry elsewhere in the country; and preparation for and attendance at a full-day mediation, followed by further discussions and coordination to finalize the terms and conditions of the general settlement parameters agreed to by the Parties.

12. While Class Counsel believes in the chance of success of certifying the claims, Class Counsel recognized the potential risk, expense and complexity posed by further litigation. Moreover, litigating Plaintiff's claims in this litigation—claims that involve approximately 297 Class Members during the Class Period—would require substantial preparation and discovery and ultimately would involve the deposition and presentation of numerous more witnesses (including Class Members and expert witnesses), as well as the consideration, preparation and analysis of expert reports. Therefore, should litigation have progressed any further, there would have been significant expense incurred by each side (above and beyond the expense already incurred).

The Settlement Amount is Well Within the Range of Reasonableness

13. I believe the settlement amount reached in this case provides significant recovery to Class Members and Aggrieved Employees, and easily falls within the range of reasonableness. Based on documents and information provided by Defendants, Class Counsel understand that there are no more than 15,000 Workweeks in the Class Period.

Unpaid Wages for Failure to Pay for All Hours Worked

14. Class Counsel theorized, based on Plaintiff's narrative evidence and information provided by Defendant, that Defendant failed to pay for work performed off-the-clock, which resulted in a failure to pay for all hours worked. Class Counsel theorized that Defendant's timekeeping protocol and facility layout resulted in Plaintiff and other putative class members being required to walk at least five minutes from entering the building to reach the time clock, waiting in line at these time clocks, which added a significant amount of time before employees were able to clock in. Class counsel further theorized that during the Covid period, Plaintiff and other putative class members were subject to temperature checks upon entering the building and before clocking in. This process always had a line which would also add time it took for Plaintiff and other putative class members to clock in, regardless of whether they clocked in via computer. As a result, Defendant failed to compensate Class Members for all time under Defendant's control or direction.

15. One theory advanced by Class Counsel alleged, based on Plaintiff's narrative evidence, that Class Members worked off-the-clock for an estimate of ten (10) minutes each shift throughout the Class Period, without pay. Class Counsel understand, based on time and payroll records produced by Defendant and analysis thereof by expert data consultants retained by Class Counsel, that there were approximately 67,728 shifts during the Class Period, 89.3% of which were over eight (8) hours in length, and Class Members had an average hourly rate of pay of $21.24. Thus, one calculation performed by Class Counsel at mediation resulted in **Defendant's exposure for unpaid off-the-clock work in a conservative amount of $373,206** ([67,728 shifts x .893 shifts over eight hours x .167 hour x $21.24 x 1.5 overtime rate] + [67,728 x .107 shifts under eight hours x .167 hour x $21.24 x 2 in liquidated damages]).

16. Class Counsel understand that Defendant makes the following defenses in connection with this claim: Defendant contends that its policies specifically prohibit off-the-clock work. Defendant contends that it did not require Class Members to work off-the-clock and, rather, they were paid for all time suffered or permitted to work. Defendant contends that any allegations that Class Members were required to be under Defendant's control off-the-clock would necessitate an individualized inquiry into when and why, making this claim not subject to class treatment and any trial in this litigation unmanageable. Thus, Defendant contends that no damages can be recovered here, and, even if, *arguendo*, they could, an estimate of ten (10) minutes of unpaid time worked for every single shift worked by Class Members during the Class Period is an exaggeration of time spent working off-the-clock if *any* such time was spent.

Damages for Non-Compliant Meal Periods

17. Class Counsel theorized, based on documents and information produced by Defendant and Plaintiff's narrative evidence, that Plaintiff and other putative class members had to work through their meal periods as there was no formal schedule for meal periods. Class Counsel theorized, based on Plaintiff's narrative evidence, that Plaintiff and other putative class members worked through their lunch breaks, eating at their desk while continuing to work on urgent tasks. Class Counsel also theorized that Plaintiff and other putative class members had their meal breaks interrupted or cut short to perform work tasks approximately once per week, taking

late breaks two to three times per week, and numerous other instances of missed, short, late, and interrupted meal breaks. Nonetheless, Plaintiff and other putative class members were instructed to clock in and out for their full meal period, regardless of whether they were able to take the full meal period.

18. Class Counsel theorized, based on documents produced by Defendant and analysis thereof by expert data consultants retained by Class Counsel, that 34,420 (52.1%) of 66,194 meal-eligible shifts had unique meal break violations (late, short or missed meal periods). Thus, one calculation advanced at mediation by Class Counsel resulted in **Defendant's exposure for non-compliant meal periods in an amount of $731,081** (34,420 unique meal break violations x $21.24/hour).

19. Class Counsel understand that Defendant argues that it had compliant meal period policies and practices. Defendant argues that Class Members took timely and full meal periods. Defendant contends that its policy requires their employees to take timely and full meal periods. Defendant further contends that any instance of a Class Member failing to take a compliant meal period was voluntary, in violation of their meal period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

Recovery of Damages for Non-Compliant Rest Periods

20. Class Counsel theorized, based on documents and information produced by Defendant and Plaintiff's narrative evidence, that Plaintiff and other putative class members' rest breaks were regularly missed due to their workload, cut short due to a work-related task or question, or cut short as they walk to a suitable break area. Notably, there were no rest period premiums ever issued throughout the Class Period with 67,218 rest-eligible shifts.

21. Thus, one calculation performed by Class Counsel, assuming a 40 % violation rate, resulted in **Defendant's exposure for failure to provide compliant rest periods in a conservative amount of $571,084** (67,218 shifts x $21.24/hour x .40 violation rate).

22. Class Counsel understand that Defendant makes the following defenses in connection with this claim: Defendant argues that it had compliant rest period policies and practices. Defendant argues that Class Members took timely and full rest periods. Defendant contends that its policy requires their employees to take timely and full rest periods. Defendant further contends that any instance of a Class Member failing to take a compliant rest period was voluntary, in violation of their rest period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Defendant contends that a rest break violation for every rest-eligible shift is an exaggeration of non-compliant rest periods, if there were any. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

Wage Statement Violations

23. Class Counsel theorized that Class Members are entitled to recover penalties for Defendant's alleged failure to issue compliant wage statements under Labor Code section 226, subdivision (e), for the derivative impact of the failure to pay all wages owed on providing accurate information on wage statements. Specifically, Class Counsel theorized that penalties are owed under Labor Code section 226 due to, at minimum, Defendant's failure to pay premium wages. A non-exempt employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226, subdivision (a), is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period. Class Counsel understand from the data provided by Defendant that there were 3,875 pay periods during the relevant statutory time period for Class Members. If, in fact, Class Members worked every off-the-clock every shift as set forth above, and no rest premiums were paid, every wage statement would thus, Class Counsel theorized, violate Labor Code section 226. However, due to the derivative nature of wage statement penalties, as well as the requirement that Defendant's failure to comply with Labor Code section 226 be knowing and intentional, one calculation performed by Class Counsel at mediation, based on the initial penalty of fifty dollars ($50) in light of Defendant's defenses, resulted in **Defendant's maximum exposure for wage statement**

violations in the amount of $193,750 (3,875 pay periods x $50/pay period).

24. Class Counsel understand that Defendant makes the following defenses in connection with this claim: Defendant contends that the wage statements issued to the employees fully complied with Labor Code section 226. Defendant contends that because it believes no wages are unpaid that, thus, there can be no derivative penalties. However, Class Counsel also understand the risks inherent in this claim if the above claims were not certified. Class Counsel also had to factor in, and did factor in, the risk that the Court would find there was no injury to Class Members even if the wage statements were inaccurate or that Defendant's conduct was not intentional, both of which are requirements of Labor Code section 226 before penalties can issue. Class Counsel also note that the calculation used does not take into account the fact that all Class Members did not work all pay periods and, therefore, Class Counsels' calculation does not take into account the maximum penalty of $4,000 in Plaintiff's exposure model used at mediation. Finally, Defendant contends that no class action is even tenable here because Class Members signed what they believe to be enforceable arbitration agreements.

Waiting Time Penalties

25. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days' worth of wages as waiting time penalty for not being paid all wages due upon separation from employment. Class Counsel theorized at mediation, based on relevant documents provided by Defendant, that, under Labor Code section 203, Defendant is liable to pay each Class Member, who was terminated during the relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages due at the time of termination or resignation. Based on relevant documents provided by Defendant, there were approximately 115 Class Members who were terminated or resigned during the relevant statutory period. The average length of shifts was 9.2 hours. Thus, one calculation performed at mediation by Class Counsel resulted in **Defendant's exposure for waiting time penalties to be approximately $674,157** (115 separated Class Members x $21.24/hour x 9.2 hours x 30 days).

26. Class Counsel understand that Defendant contends that there is no credence to Plaintiff's off-the-clock theory and that, thus, no waiting time penalties are owed based on that theory. Finally, Defendant contends that its actions were not "willful" and that, thus, waiting time penalties cannot be awarded. Thus, Defendant argued that no waiting time penalties are owed.

Failure to Indemnify for Business Expenses

27. Class Counsel theorized, based on Plaintiff's narrative evidence, that Defendant failed to indemnify Class Members for necessary business expenses because Defendant required Class Members to use their personal cell phones for work purposes, including taking pictures of receipts, invoices, and posting them to Slack when the scanner was not working properly. Class counsel further theorized, based on Plaintiff's narrative evidence, Plaintiff and other putative class members were required to use their personal cell phones for work purposes, were not reimbursed for work-related travel, and purchase of necessary office supplies. Thus, one calculation performed by Class Counsel resulted in **Defendant's exposure for failure to indemnify for business expenses of $1,485** (297 Class Members x $5).

28. Class Counsel understand that Defendant argued the following: Defendant argued that it reimbursed employees for all expenses incurred in furtherance of work. Defendant argued that, to the extent any Class Members' claims to have purchased office supplies would necessitate an individualized inquiry, thereby precluding certification and making any trial thereon unmanageable. Thus, Defendant contends that it owes no monies to Class Members under this theory, either.

PAGA Penalties

29. Class Counsel understand from the time and payroll data provided by Defendant that there are approximately 240 Aggrieved Employees who collectively worked 4,328 pay periods in the PAGA Period. Plaintiff's claims in the Action under PAGA are substantially similar to those described herein. PAGA penalties include penalties for initial violations and subsequent violations. Defendant contends that only initial violation rates may be used instead of the subsequent violation rates initially used by Class Counsel. With this in mind and because Class Counsel through investigation and discovery did not come to the conclusion that Defendant at any

time was notified by any governmental entity that they violated any Labor Code sections presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure model for Defendant to include only initial violation rates.

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

31. a. Overtime Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $216,400 (4,328 pay periods x $50).

32. b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of $100 for an initial violation and $250 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of $432,800 (4,328 pay periods x $100).

33. c. Meal Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $216,400 (4,328 pay periods x $50).

34. d. Rest Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $216,400 (4,328 pay periods x $50).

35. e. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty for wage statement violations that are inaccurate, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation (*Id.* at 247-248). Using the initial pay

period rate for all violations and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of $432,800 (4,328 pay periods x $100).

36. f. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the appropriate penalty for failure to reimburse work expenses, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of $432,800 (4,328 pay periods x $100).

37. g. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Because this violation is merited only at separation of employment, a 100% violation rate would likely include just one violation per employee. The data produced by Defendant indicate that there were 105 Aggrieved Employees whose employment was separated during the PAGA Period. This amounts to a maximum exposure of $24,000 (240 Aggrieved Employees x $100).

38. h. Conclusion: In sum, Class Counsel calculated Defendant's total maximum exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved Employee every pay period and not exercise its discretion to reduce any of those penalties to be **$1,971,600**. Class Counsel understand from the mediator and the mediation process that Defendant argued the following in connection with this claim: Defendant contends that no PAGA penalties are likely to be awarded and, even if they were, the maximum exposure calculated by Class Counsel is vastly overstated. First, Defendant defends that PAGA penalties cannot and should not be stacked. Second, Defendant asserts that individualized issues predominate the PAGA claims, making the claims unmanageable for trial. Third, Defendant denies that a violation for each pay period can be established. Fourth, Defendant contends that a Court is unlikely to exercise its discretion to award civil penalties under PAGA where, as here, there is no conduct shown by Plaintiff that would show any Labor Code violation by Defendant is knowing and intentional. Defendant insists that this is especially true in this Action where class action damages are available to Class Members, rendering an award of PAGA penalties in addition to class action

damages to be double recovery.

39. Class Counsel maintain that it is possible to recover the subsequent violation rate for penalties, that stacking is permissible, and that there is no manageability requirement under PAGA (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believe a 90% discount of this claim to be reasonable, resulting in a valuation of **$197,160** as a reasonable estimate of the likelihood of what Plaintiff may recover at trial for PAGA penalties ($1,971,600 x .10).

Conclusion

40. When including derivative penalties, such as waiting time penalties, wage statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendant's maximum exposure to be approximately **$2,741,923**. In all, Class Counsel obtained a Gross Settlement Amount of **$645,000.00**. Particularly in light of the risks involving obstacles to class certification, all issues and risks related to liability, the issues with manageability at trial, the discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable and adequate settlements, Class Counsel strongly believe that the settlement reached is fair, reasonable and adequate, and in the best interest of Class Members.

41. Moreover, $64,500.00 of the Gross Settlement Amount was attributed to PAGA penalties. This allocation was decided mutually by the Parties and the mutual decision was based on: (1) the fact that damages are available for the failure to pay wage claims while only penalties are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full amount of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA penalties at all in light of the fact that damages are available for Class Members and it may find any further liability against Defendants unnecessarily punitive.

The Proposed Attorneys' Fees and Costs are Reasonable

42. Class Counsel seek an attorneys' fees award of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to $225,750.00. Class Counsel also seek reimbursement of costs not to exceed $30,000.00.

43. I believe the requested fees fall well within the historical range of attorney's fees awards under the common fund theory, which is generally from 25% to 50%. I believe the requested fee is fair compensation for undertaking complex, risky, expensive and time-consuming litigation on a contingent fee basis. I am informed and believe the requested attorneys' fees will not be opposed by Defendant and are well within established guidelines.

The Requested Enhancement Award to the Named Plaintiff and Class Representative is Reasonable

44. I believe Plaintiff is entitled to the enhanced award for his service as the class representative, for answering extensive questions by Class Counsel, for being available and answering questions during the full-day mediation in this matter, for the risks in being the named plaintiff and for providing Defendant with a more expansive release of claims, including a waiver based upon California Civil Code section 1542, in exchange for the enhancement award. Defendants does not oppose the requested enhancement to the Plaintiff.

45. I believe Plaintiff risked intrusive discovery and the payment of employer costs. Class Counsel seek an extremely limited enhancement of up to $10,000 to Plaintiff for her services.

Conditional Certification for Settlement Purposes

Ascertainability

46. The Class Members definition (*i.e.*, all current and former non-exempt persons directly employed by Defendants and who worked for Defendants as a full-time or part-time Regular, Temporary or Seasonal employee (as defined by Defendants) at any of Defendants' locations in the State of California at any time during the Class Period) is derived from the operative complaint, which complains of alleged violations of Labor Code sections that are chiefly and, in some instances, solely applicable to non-exempt and hourly-paid employees.

Numerosity

47. Class Counsel understand from documents provided that Defendants identified at least 297 Class Members.

Commonality

48. Class Counsel believe this Litigation is brought to resolve common issues that

include whether Defendants provided full, timely and un-interrupted meal and rest periods, whether Class Members are entitled to premium pay for incomplete, untimely or interrupted meal or rest periods, among other clams as set forth above.

Typicality

49. Class Counsel believe Plaintiffs' claims are typical of those of other Class Members as Plaintiff: (1) is a non-exempt, hourly-paid employee like other Class Members; (2) complains of not being paid for all time under Defendant's control or suffered and/or permitted to work for Defendant; (3) did not receive full premium pay for meal periods that were not compliant with the Labor Code; (4) did not receive premium pay for rest periods that were not provided, among others as set forth above.

Adequacy of Vedang J. Patel

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

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

52. After graduating from law school, I practiced law as a member of Murchison & Cumming, LLP on a variety of matters on behalf of defendants.

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

54. I am currently a Partner and Senior Managing Attorney at Bibiyan Law Group, P.C. Among other tasks, I oversee and manage all class action and PAGA action settlements at Bibiyan Law Group, P.C. I have led settlement negotiations and the approval process for class action and PAGA settlements in countless matters, including many of those set forth in the declaration of David D. Bibiyan, filed concurrently with this declaration.

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

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

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

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

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

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

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

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

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

• *Correia v. Gallo Glass Company, et al. Case No. CV-21-006459,* California Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;

• *Hernandez v Bromley Foods, Inc., et al. Case No. 56-2021-00561326-CU-OE-VTA*, California Superior Court, County of Ventura, Honorable Henr Walsh presiding;

• *Moreno v. Infiniti Group LLC.*, et al. Case No. CIVSB2223551, California Superior Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;

• *Kelley v. Applus Technologies, Inc., et al. Case No. CIVSB2204889,* California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

• *Helaire, et al. v. Smithfield Packaged Meats Corp., et al*. Case No. JCCP5244, California Superior Court, County of San Bernardino, Honorable Jesica Morgan, presiding;

• *Davood v. NKSFB, LLC.* Case No. 22STCV17305, California Superior Court, County of Los Angeles, Honorable Christopher Lui presiding.

• *Flores v. United Maintenance Company, Inc., et al.* Case No. 21STCV07008, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;

• *Cabral v.* Laser Care Specialists, A Professional Medical Corporation, et al. Case No. 21STCV25443, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;

- *Lopez Cabrera v. South Valley Almond Company, LLC, et al.* Case No. BCV-2-100722, California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;
- *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.* Case No. 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;
- *Trigueros Garcia v. Highland Plastics, Inc., et al.,* Case No. CVRI2202836, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;
- *Magana Ramirez v. 360 Support Services, et al.* Case No. 22STCV20456, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
- *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
- *Hernandez v. Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA, California Superior Court, County of Ventura, Honorable Henry Walsh presiding;
- *Hernandez v. Central Valley Recovery Services, et al.* Case No. VCU290220, California Superior Court, County of Tulare, Honorable Brett Hillman presiding;
- *Kelley v Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
- *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats presiding;
- *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;
- *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California Superior Court, County of San Bernardino, Honorable David Cohn presiding;
- *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior Court, County of San Bernardino, Honorable David Cohn presiding;
- *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court,

County of Monterey, Honorable Thomas W. Wills presiding;

- *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;
- *Vargas-Flores v. Barbor Bay Club, Inc., et al.* Case No. 21CV002396, California Superior Court, County of Alameda, Honorable Michael Markman presiding;
- *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;
- *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
- *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California Superior Court, County of Alameda, Honorable Noel Wise presiding;
- *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California Superior Court, County of Fresno, Honorable Kristi Culver Kapetan presiding
- *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
- *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior Court, County of Imperial, Honorable Jeffery B. Jones presiding;
- *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS057713, California Superior Court, County of Solano, Honorable Christine A. Carringer presiding;
- *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS058064, California Superior Court, County of Solano, Honorable Christine A. Carringer presiding;
- *Olivares v. PCI Industries, LLC*, *et al.* Case No. 22STCV37965, California Superior Court, County of Los Angeles, Honorable Samantha P. Jessner presiding;
- *Sarmiento v. The Neil Jones Food Company., et al.* Case No. 21CECG03825, California Superior Court, County of Fresno, Honorable Kristi Culver Kapetan presiding;
- *Jimenez v. Route 66, Post Acute LLC Agency, LLC., et al.* Case No. 23STCV03441, California Superior Court, County of Los Angeles, Honorable Laura A. Seigle presiding;
- *Diaz v. UCA General Insurance Services, Inc., et al.* Case No. 30-2021-01185227-CU-

OE-CXC, California Superior Court, County of Orange, Honorable Randall J. Sherman presiding;

- *Moctezuma v. Direct Line Global, LLC., et al.* Case No. 23CV033075, California Superior Court, County of Alameda, Honorable Michael Markman presiding;
- *Williams v. Fortec Medical, Inc., et al*. Case No. 22CV014116, California Superior Court, County of Alameda, Honorable Michael Markman presiding;
- *Arballo et al. v. California Custom Fruits and Flavors, Inc., et al.* Case No. 22STCV35657, California Superior Court, County of Los Angeles, Honorable Elihu Berle presiding;
- *Boothe et al. v. Lemonade Restaurant Group, LLC, et al.* Case No. 22STCV38302, California Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
- *Montoya et al. v. FPR II, L.L.C., et al.* Case No. 22CV404499, California Superior Court, County of Santa Clara, Honorable Theodore C. Zayner;
- *Martinez Flores v. APT Maintenance, Inc., et al.* Case No. 22CV024427, California Superior Court, County of Alameda, Honorable Somnath Raj Chatterjee presiding;
- *Montoya v. TLMVACO LLC., et al.,* Case No. 23CV001593, California Superior Court, County of Monterey, Honorable Thomas W. Willis presiding;
- *Getaw v. Consolidated Disposal Services LLC., et al.,* Case No. 21STCV22036, California Superior Court, County of Los Angeles, Honorable Elihu Berle presiding;
- *Barocio v. Industrial Field Services Inc., et al.,* Case No. 23STCV01522, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;
- *Federics v. The HWood Group, LLC., et al.,* Case No. 21STCV44105, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Rosa v. Paqueteria HR Express, Inc., et al.,* Case No. 23STCV00890, California Superior Court, County of Los Angeles, Honorable Theresa M. Traber presiding;
- *Martnez v. Kenyon Plastering, Inc., et al.,* Case No. CIVSB2216155, California Superior Court, County of San Bernardino, Honorable Christian Towns presiding;
- *Mora v. IGT Global Solutions Corporation, et al.,* Case No. 22STCV05393, California Superior Court, County of Los Angeles, Honorable Timothy Patrick Dillon presiding;

- *Ramirez v. Primez Farms LLC, et al.,* Case No. 20STCV06328, California Superior Court, County of Los Angeles, Honorable Elaine Lu presiding;
- *Pacheco v. JCC Logistics, Inc., et al.,* Case No. B-21-102266, California Superior Court, County of Kern, Honorable Thomas Clark presiding;
- *Caballero v. The Ensign Group, Inc., et al.,* Case No. 19STCV43230, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;
- *Graciano v. Hignell, Incorporated, et al.,* Case No. 22CV01196, California Superior Court, County of Butte, Honorable Stephen E. Benson presiding;
- *Ruiz v. Butterfield Electric, Inc., et al,* Case No. 22CV010662, California Superior Court, County of Alameda, Honorable Michael Markman presiding;
- *Lozano v. LECC Berg Feinfield Eye Centers, LLC., et al.,* Case No. 22STCV40646, California Superior Court, county of Los Angeles, Honorable Elihu M. Berle presiding;
- *Villalpando et al. v. Los Angeles Truck Service, LLC, et al.,* Case No. 22STCV11804, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Pablo Martinez v. Superior Cattle Feeders, LLC, et al.,* Case No. ECU002635, California Superior Court, County of Imperial, Honorable Brooks Anderholt presiding;
- *Milon v David & Esperanza Chavez Family Limited Partnership DBA Chavez Supermarket et al.*, Case No. 20CV368379, California Superior Court, County of Santa Clara, Honorable Theodore C. Zayner presiding; *Flores et al. v. Parkwood Landscape Maintenance Inc., et al.,* Case No.: 20STCV12795, California Superior Court, County of Los Angeles, Honorable Stuart Rice presiding;
- *Williams v. Holland Partner Group Operations, LLC, et al.,* Case No.: 23CV049392, California Superior Court, County of Alameda, Honorable Sarah Standford-Smith presiding;
- *Estrada v Cookunity Inc., et al.,* Case No.: 24STCV12367, California Superior Court, County of Los Angeles, Honorable Laura A. Seigle presiding;
- *Silvas v. Catalyst Family, Inc.,* Case No.: 21CV385134, California Superior Court, County of Santa Clara, Honorable Charles F. Adams presiding;
- *Arnett v. Traditions Health LLC*, Case No.: CVRI2305219, California Superior Court,

County of Riverside, Honorable Harold W. Hopp presiding;

- *Gammaro v. Walgreen Pharmacy Services Midwest, LLC*, Case No.: 23STCV00615, California Superior Court, County of Los Angeles, Honorable Daniel M. Crowley presiding.

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

- *Bailey v. Cannon Constructors,* Case No. 21STCV38274, California Superior Court, County of Los Angeles, Honorable Carolyn Kuhl presiding.
- *Johns v. Whelan Security of California, Inc., et al.* Case No. 22STCV68687, California Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
- *Carrion v. Clutter, Inc., et al.* Case No. 23STCV06709, California Superior Court, County of Los Angeles, Honorable Kerry Bensinger presiding;
- *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;
- *Pattingale v.* Laird Family Estate, LLC et al. Case No. 22CV000048, California Superior Court, County of Napa, Honorable Cynthia P. Smith presiding;
- *London Young v. Amazon.com LLC, et al.* Case No. 21STCV38280, California Superior Court, County of Los Angeles, Honorable Elaine Lu presiding;
- *Latrice Ackles v. Brinker Restaurant Corporation, et al*. Case No. 22STCV19068, California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding;
- *Ruvalcaba v. Rod Fraser Enterprises, Inc., et al.* Case No. 30-2023-01308022-CU-OE-CXC, California Superior Court, County of Orange, Honorable Layne H. Melzer presiding;
- *Rhea et al. v. Stars behavioral health Group, Inc., et al.* Case No. CIVDS2017661, California Superior Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;
- *Essary v. Community Corporation of Santa Monica, et al.* Case No. 23STCV03250, California Superior Court, County of Los Angeles, Honorable Samantha Jessner presiding;
- *Nestor et al., v. Redlands Community Hospital, et al.* Case No. CIVSB2327089, California Superior Court, County of San Bernardino, Honorable Wilfred J. Schneider, Jr. presiding;

- *Azzawi v. C-Store Services, Inc., et al.* Case No. CIVSBZ228712, California Superior Court, County of San Bernardino, Honorable Joseph B. Wildman presiding;
- *Quintero v MW BHCC LLC, et al.* Case No. 22STCV32539, California Superior Court, County of Los Angeles, Honorable Stuart Rice presiding;
- *Mendivil v. HG Foods, LLC,* Case No.: VCU296223, California Superior Court, County of Tulare, Honorable Gary M. Johnson presiding.

Adequacy of Plaintiff

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

Conclusion

58. Class Counsel believe this wage and hour class action is a superior vehicle for resolution of the issues it seeks to resolve. It deals with common issues that are most efficiently adjudicated together, as indicated above. Moreover, with at least 297 Class Members, presentation of all of them before this Court may be problematic, impractical, and burdensome. On the contrary, a class action allows claims of many individuals to be resolved at the same time, eliminates the possibility of repetitious litigation and affords small claimants with a method of obtaining redress for claims which otherwise would be too insufficient to warrant individual litigation

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this May 18, 2026, at Los Angeles, California.

BIBIYAN LAW GROUP, P.C.

/s/ Vedang J. Patel
VEDANG J. PATEL
Attorneys for Plaintiff Mataua Sall, on behalf of herself and all others similarly situated and aggrieved