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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

PEPITO NODORA, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

ICHOR SYSTEMS, INC., a Delaware Corporation; VICTOR VIAJARA, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV093378

[Assigned for all purposes to the Hon. Patrick McKinney in Dept. 18]

DECLARATION OF KEATON D. MENDOZA IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

HEARING INFORMATION:

DATE: March 4, 2027
TIME: 2:30 p.m.
DEPT: 18
Reservation No: 252155107919

DECLARATION OF KEATON MENDOZA

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am an attorney at Bibiyan Law Group, P.C., counsel for plaintiff Pepito Nodora ("Plaintiff"), and all others similarly situated. 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 around September 26, 2024, Plaintiff filed with the Labor and Workforce Development Agency ("LWDA") and served on Defendant Ichor Systems, Inc. ("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")

3. On or around September 30, 2024, Plaintiff commenced this Action by filing a Class Action Complaint against Ichor Systems, Inc. ("Defendant") in the Superior Court of California, County of Alameda, Case No. 24CV093378, for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal breaks; (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 § 227.3; and (10) unfair competition. (the "Class Action")

4. On or around July 2, 2025, Plaintiff filed a separate action against Defendant for alleged civil penalties under the Labor Code Private Attorneys General Act of 2004, Alameda County Superior Court Case No. 25CV129421. (the "PAGA Action")

5. Thereafter, Plaintiff and Defendant (collectively, the "Parties") agreed to exchange informal discovery and attend mediation.

6. Prior to mediation, Plaintiff obtained, through informal discovery, a 1/3 sampling of time and pay records for a group of Class Members.

7. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar"*).

8. On or around April 14, 2026, the Parties participated in an all-day mediation presided over by Brandon McKelvey, Esq. The mediation was successful. As part of this Agreement, the Parties agree to stipulate to the filing of an amended complaint, in either the Class Action or the PAGA Action, to include the claims asserted in the other, for purposes of effectively consolidating the two actions. The amended complaint shall be the "Operative Complaint."

9. Class Counsel have conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notice, and have concluded that the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through discovery regarding Plaintiff's allegations, and the substantial benefits to be received by Settlement Class Members.

The Proposed Settlement

10. 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 Agreement, a copy of which is attached hereto as Exhibit "1." A summary of the terms of the settlement is as follows:

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

- Certification of a settlement class Member ("Class Member" or "Settlement Class Members") for the purpose of settlement only: all persons currently or formerly employed by Defendant Ichor Systems, Inc. ("Defendant"), either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from September 30, 2020, through June 13, 2026 ("Class Period") in the State of California.
- Defendant will pay $743,988.00 ("Gross Settlement Amount") to resolve the matter.

- Defendant represents that there are no more than 35,428 workweeks during the Class Period. In the event the number of workweeks during the Class Period increases by more than 10%, or 3,543 workweeks, Defendant shall have the option of: (1) increasing the GSA proportionally by the workweeks in excess of 38,971 multiplied by the workweek value. The workweek value shall be calculated by dividing the GSA by 35,428. The Parties agree that the workweek value amounts to $21 per workweek ($743,988.00 / 35,428 workweeks). Thus, for example, should there be 40,000 workweeks in the Class Period, then the GSA shall be increased by $21,609 (40,000 workweeks – 38,971 workweek x $21/workweek.). In no event shall the total increase to the Gross Settlement Amount under this clause exceed $50,000.00. Within 14 days after the Administrator certifies the final Total Workweeks count, Defendant will pay any resulting increase directly to the Administrator for distribution consistent with the Agreement. In lieu of increasing the Gross Settlement Amount under this clause, Defendant may, in its sole discretion, elect to cut off the Class Period as of the date on which Total Workweeks exceeded 38,791, and the Gross Settlement Amount shall not be increased with respect to any Workweeks worked after that date. Defendant must make its election within fourteen (14) days after the Administrator certifies the final Total Workweeks count. If Defendant does not elect within that period, the increase to the Gross Settlement Amount provided for above will be deemed selected.
- Defendant will pay the employer's share of taxes separate and apart from the Gross Settlement Amount.
- Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.

Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- This is a non-reversionary settlement.
- 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.
- "Workweek" means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).
- 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 Defendant will not oppose, attorneys' fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to $260,395.80, 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, which will be paid out of the Gross Settlement Amount.
- "Aggrieved Employees" means all persons currently or formerly employed by Defendant Ichor Systems, Inc. ("Defendant"), either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from September 26, 2023, through the end of the Class Period ("PAGA Period") in the State of California.
- Defendant has agreed to pay $75,000.00 as PAGA penalties, seventy-five percent (75%) or $56,250.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or $18,750.00 of which will be distributed to the Aggrieved Employees.

- Participating Class Members will receive an Individual Settlement Payment. Individual Settlement Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Thereafter, checks for such payments shall be canceled and funds associated with such checks shall be transmitted to the California State Controller's Unclaimed Property Fund.

Settlement Agreement and Accompanying Documents

11. Attached hereto as Exhibit "1" is a true and correct copy of the Agreement fully executed by the Parties.

12. Attached to the Agreement as Exhibit "A" thereto is the proposed Notice of Proposed Settlement ("Class Notice") to be distributed to Class Members in English and Spanish.

13. The Parties have agreed to use Apex Class Action LLC, an experienced settlement administrator, to administer the settlement.

14. On or about October 27, 2026, my office submitted a copy of the Settlement Agreement to the California Labor and Workforce Development Agency ("LWDA") in compliance with Labor Code section 2699, subdivision (1)(2). A true and correct copy of each confirmation from the LWDA in connection with Plaintiff is attached hereto as Exhibit 3.

The Settlement was Negotiated at Arms-Length and not Collusive

15. 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 Plaintiff and expert consultants; 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 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.

16. 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 391 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

17. 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 Defendant, Class Counsel understands there are no more than 35,428 Workweeks during the Class Period.

Recovery of Damages for Failure to Pay Wages for All Time Worked

18. Class Counsel theorized, based on Plaintiff's narrative evidence and documents produced by Defendant, that Defendant failed to pay all wages due to Class Members because Class Members were not allowed to clock in more than five minutes before the scheduled shifts and also were not allowed to clock out more than five minutes after their scheduled end of shifts. Class Counsel also theorized that based on Plaintiff's narrative evidence that Class Members were required to come early to don and doff their equipment, prepare their workstations, and get ready to perform work for the day. Class Counsel theorized based on documents produced by Defendant and Plaintiff's narrative evidence that Class Members have spent extensive amounts of uncompensated time under Defendant's control. Class Counsel also theorized that Defendant's time records were entirely synthetic, false, and did not accurately track Class Members' time worked.

19. One theory advanced by Class Counsel alleged, based on Plaintiff's narrative

evidence, that Class Members worked off-the-clock for approximately five (5) 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 94,597 shifts during the Class Period, 58% of which were over eight (8) hours in length, and Class Members had an average hourly rate of pay of $34.88. Thus, one calculation performed by Class Counsel at mediation resulted in Defendant's exposure for unpaid off-the-clock work in an approximate amount **$469,997** ([94,597 shifts x 0.580 shifts over eight hours x 0.0833 hour x $34.88 x 1.5 overtime rate] + [94,597 shifts x 0.420 shifts under eight hours x 0.0833 hour x $34.88 x 2 in liquidated damages]).

20. Class Counsel understand that Defendant explicitly denies these contentions and make the following defenses in connection with this claim: Defendant contends that their policies specifically prohibit off-the-clock work. Defendant contends that they did not require Class Members to work off-the-clock, 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 five (5) minutes of unpaid work off-the-clock of Class Members for *every single shift* during the Class Period is a wild exaggeration of time spent working off-the-clock if *any* such time was spent.

Recovery of Damages for Non-Compliant Meal Periods

21. Class Counsel theorized that Defendant's meal period practices throughout the Class Period were non-compliant. Class Counsel theorized that Defendant's meal period practices were non-compliant because, based on Plaintiff's narrative evidence and Defendant's records, Class Members did not receive full thirty (30) minute meal periods, and meal periods were late, or missed entirely. Class Counsel also theorized that many recorded meal periods were synthetic, or fictional, because they were recorded as exactly thirty (30) minutes in length. Class Counsel also theorized that Class Members were required to end their meal breaks early to complete work-related tasks and to answer Supervisor's questions during the meal period. Class Counsel also

theorized that Class Members were not allowed to eat in their workstations and were required to go nearest suitable meal area. Class Counsel understand from Defendant's records, and analyzed by expert data consultants, that there are 15,045 unique facial meal period violations (*i.e.* meal periods that are missed, short, or late) in the Class Period through mediation. However, Defendant has paid 78 meal period premiums to Class Members. Thus, one theory advanced by Class Counsel, based solely on facial violations, resulted in Defendant's maximum exposure for non-compliant meal periods in an amount of **$522,049** (15,045 meal period violations – 78 meals premium paid) x $34.88/hour.

22. Class Counsel understand from the mediator and the mediation process that Defendant makes the following defenses in connection with this claim. Defendant argued that it had compliant meal period policies and practices and that its policy requires their employees to take timely and full meal periods. Defendant argued that Class Members took timely and full meal periods or received the required meal period premium for each instance of meal period violations. Defendant further contends that any instance of a Class Member failing to take a compliant meal period was voluntary, in violation of its 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

23. Class Counsel theorized, based on documents and information produced by Defendant and Plaintiff's narrative evidence, that Defendant's rest period policies and practices throughout the Class Period were non-compliant. Class Counsel understand from Defendant's policy documents that rest periods were not provided every four hours or major fraction thereof and failed to state that Class Members were entitled to rest period premiums for missed rest periods, giving rise to a rebuttable presumption that all rest periods throughout the Class Period were non-compliant. Notably, there were no rest period premiums ever issued throughout the Class Period.

24. Thus, one calculation performed by Class Counsel at mediation resulted in,

assuming a 40% violation rate for the 94,221 rest-eligible shifts, Defendant's exposure for failure to provide compliant rest periods in a conservative amount of **$1,314,571** (94,221 shifts x 0.40 violation rate x $34.88/hour).

25. Class Counsel understand that Defendant makes the following defenses in connection with this claim: Defendant argued that it had compliant rest break policies and practices and that its policy requires their employees to take timely and full rest breaks. Defendant argued that Class Members took timely and full rest periods. Defendant further contends that any instance of a Class Member failing to take a compliant rest break was voluntary and therefore would necessitate an individualized inquiry and would not lend itself to a manageable trial. Defendant also argued that Class Members were provided a reasonable opportunity to take uninterrupted rest breaks and the employer is not required to "police" such rest breaks. 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

26. 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 4,791 pay periods during the relevant statutory time period for Class Members. Thus, one calculation performed by Class Counsel at mediation, based on the penalty of one hundred dollars ($100) for each violation, resulted in Defendant's exposure for wage statement violations for Class Members in the approximate amount of **$479,100** (4,791 pay periods x $100/pay period).

27. 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.

Waiting Time Penalties

28. 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 50 Class Members who were terminated or resigned during the relevant statutory period. However, due to the derivative nature of the waiting time penalties, the requirement that Defendant's failure to comply with Labor Code section 203 be willful, and Defendant's potential defense that there may be good faith disputes regarding wages potentially owed for the underlying claims, Class Counsel believe a 50% reduction of the theoretical maximum exposure to be a reasonable estimate of what Plaintiff may recover at trial. Thus, one calculation performed at mediation by Class Counsel resulted in **Defendant's exposure for waiting time penalties to be approximately $209,280** (50 separated Class Members x

$34.88/hour x 8 hours x 30 days x 0.50 violation rate).

29. 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.

PAGA Penalties

30. Class Counsel understand from the time and payroll data provided by Defendant that there are approximately 291 Aggrieved Employees who collectively worked 7,549 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.

31. 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:

32. 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 $377,450 (7,549 pay periods x $50).

33. 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 $754,900 (7,549 pay periods x $100).

34. 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 $377,450 (7,549 pay periods x $50).

35. 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 $377,450 (7,549 pay periods x $50).

36. 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 $754,900 (7,549 pay periods x $100).

37. 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 50 Aggrieved Employees whose employment was separated during the PAGA Period. This amounts to a maximum exposure of $5,000 (50 Aggrieved Employees x $100).

38. 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 $2,647,150. 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 **$**264,715 as a reasonable estimate of the likelihood of what Plaintiff may recover at trial for PAGA penalties ($2,647,150 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 **$3,259,712**. In all, Class Counsel obtained a Gross Settlement Amount of **$743,988.00**. 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, $75,000.00 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 Defendant unnecessarily punitive.

The Proposed Attorneys' Fees and Costs are Reasonable

42. Class Counsel seeks an attorneys' fees award of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to $260,395.80 Class Counsel also seeks reimbursement of costs not to exceed $30,000.00.

The Requested Enhancement Award to the Named Plaintiffs and Class Representatives are Reasonable

43. I am informed and believe Defendant does not oppose the requested enhancement to Plaintiff. Class Counsel seeks a limited enhancement of $10,000.00 to Plaintiff for his service.

Conditional Certification for Settlement Purposes

Ascertainability

44. Here, the Class Members' definition (*i.e.*, all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class period in the State of California) is derived from the operative complaint. Based solely on Defendant's payroll records, which amount to approximately 391 persons.

Numerosity

45. Class Counsel understands from documents provided that Defendant identified at least 391 Class Members.

Commonality

46. This litigation is brought to resolve common issues that include whether Defendant failed to pay for all hours worked; whether Defendant 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 claims as set forth above.

Typicality

47. Plaintiff's 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 Keaton Mendoza

48. I graduated with a Bachelor of Science degree in Business Administration from San Diego State University in 2011.

49. I received my Juris Doctorate from California Western School of Law in 2016.

50. From 2018 to 2022, I practiced law in the General Counsel's office for Adventist Health, handling labor and employment matters for the health system, specifically in harassment, discrimination, retaliation, and wage and hour matters.

51. From 2023 through 2026, I practiced law as an attorney for Lewis Brisbois Bisgaard & Smith handling general liability defendant-side litigation.

52. Thereafter, I joined Bibiyan Law Group, P.C., practicing law on behalf of plaintiffs in matters of employment law, and specifically on issues of unpaid wages and class action settlements. Among other tasks, I oversee and manage 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, including some of those set forth in the declaration of David D. Bibiyan, filed concurrently with this declaration.

Adequacy of Plaintiff

53. 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 Defendant (*i.e.*, Plaintiff is classified as non-exempt, hourly paid employees, not paid premium pay, etc.) and thus has the incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

Superiority of Class Action

54. 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 391 Class Members, presentation of all of them before this Court may be problematic, impractical, and burdensome.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this October 27, 2026, at Los Angeles, California.

/s/ Keaton D. Mendoza
KEATON D. MENDOZA