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Attorneys for Plaintiffs ISAAC RIVAS,
LUIS GUILLERMO BUENROSTRO, and FABIOLA CASAS
on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ISAAC RIVAS, on behalf of himself and others similarly situated,

Plaintiff,

vs.

JYM ENTERPRISES, INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 24STCV23647

CLASS AND PAGA ACTION

[Assigned for all purposes to the Honorable William F. Highberger, Dept. 10]

DECLARATION OF PAOLO POLICASTRO IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[*Filed concurrently with the Notice of Motion and Motion of Preliminary Approval; Declarations in Support Thereof; and [Proposed] Order*]

Hearing Information:
Date: June 29, 2026
Time: 02:00 p.m.
Dept.: 10

DECLARATION OF PAOLO POLICASTRO

I, Paolo Policastro, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiff Isaac Rivas ("Plaintiff Rivas") in this action, and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file and action in this matter, I have personal knowledge of the matters stated herein, and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all California State Courts and of the Federal Central District Court and Southern District Court of California.

2. This Declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement.

CLASS COUNSEL'S INVESTIGATION:

3. The named Plaintiffs worked as non-exempt, hourly-paid employees for Defendant and seek to represent approximately 1,890 current and former hourly-paid, non-exempt employees employed by Defendant during the Class Period who have not previously released all known and unknown claims against Defendant (hereinafter "Class" or "Class Members").

4. This is a proposed employee wage and hour class and representative action case. On September 12, 2024, Plaintiff Rivas commenced this Action by filing a Complaint in this Court.

5. On September 12, 2024, Plaintiff Rivas also submitted a notice to the LWDA informing it of his intention to bring a claim for civil penalties pursuant to PAGA.

6. On November 18, 2024, Plaintiff Rivas filed the Rivas PAGA Action against Defendant seeking civil penalties based on the above allegations. The Rivas PAGA Action is pending in the Los Angeles County Superior Court, Case Number 24STCV30349.

7. On June 26, 2025, Plaintiff Casas submitted a notice to the LWDA informing it of her intention to bring a claim for civil penalties pursuant to PAGA.

8. On June 27, 2025, Plaintiff Casas filed a class action Complaint in the Los Angeles Superior Court alleging causes of action against Defendant 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 statements violations, (7) failure to timely pay wages, (8) failure to indemnify, (9) violation of Labor Code § 227.3, (10) unfair competition.

9. On June 30, 2025, Plaintiff Buenrostro submitted a notice to the LWDA informing it of his intention to bring a claim for civil penalties pursuant to PAGA.

10. On June 30, 2025, Plaintiff Buenrostro filed a class action Complaint in the Los Angeles Superior Court alleging causes of action against Defendant for: (1) Failure to Pay Minimum Wages in Violation of the Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197; (2) Failure to Pay Overtime Compensation in Violation of Cal. Lab. Code §§ 1194 and 1198; (3) Failure to Provide Meal Periods in Violation of Cal. Lab. Code §§ 226.7, 512; (4) Failure to Authorize and Permit Rest Breaks in Violation of Cal. Lab. Code § 226.7; (5) Failure to Indemnify Necessary Business Expenses in Violation of Cal. Lab. Code § 2802; (6) Failure to Timely Pay Final Wages at Termination in Violation of Cal. Lab. Code§§ 201-203; (7) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; and (8) Unfair Business Practices in violation of Cal. Bus. & Prof. Code §§ 17200, et seq.

11. On September 4, 2025, Plaintiff Buenrostro filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA in violation of Cal. Lab. Code §§ 2699, et seq. The First Amended Complaint is the Operative Complaint in the Buenrostro Action.

12. On October 22, 2025, after extensive informal discovery and data exchange, the Parties attended a mediation session with Todd Smith, Esq., a well-respected mediator experienced in mediating wage and hour class and representative actions. After a full day of arm's-length negotiations, the Parties reached an agreement which was later memorialized in the long-form settlement agreement attached as Exhibit 1 to the concurrently filed Declaration of Paolo Policastro.

13. On April 2, 2026, the Parties filed a Stipulation for Leave for Plaintiff to file a Consolidated First Amended Complaint in this Action alleging causes of action for (1) Failure to Pay Wages for All Hours Worked at Minimum Wage in Violation of Labor Code Sections 1194 and 1197; (2) Failure to Pay Overtime Wages for Overtime Worked in Violation of Labor Code Sections 510

and 1194; (4) Failure to Authorize or Permit Meal Breaks in Violation of Labor Code Sections 512 and 226.7; (4) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7; (5) Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802; (6) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226; (7) Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204; (8) Failure to Pay All Wages Timely Upon Separation of Employment in Violation of Labor Code Sections 201, 202, and 203; (9) Failure to Pay Accrued and Vested Vacation and/or PTO Wages Upon Separation in Violation of Labor Code Section 227.3; and (10) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, *et seq*.; and (11) Civil Penalties Pursuant to the Private Attorneys General Act of 2004, Labor Code Sections 2698, *et se*q. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint").

14. Defendant denies the allegations in the Operative Complaint, denies the allegations in the various PAGA letters, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

THE SETTLEMENT IS FAIR, JUST, AND REASONABLE:

15. As a critical part of settlement negotiations, the Parties engaged in extensive informal discovery exchange wherein Plaintiffs' counsel and an expert retained by Plaintiffs' counsel reviewed and analyzed the following: (1) time records; (2) pay records; (3) information relating to the size and scope of the class; and (4) data permitting Plaintiffs to fully understand the nature and scope of the allegations in the Complaint, including approximately 30% of time and wage records which were analyzed by Plaintiffs' counsel.

16. Plaintiffs believe that their case is suitable for class certification in that they believe there were company-wide policies that affected Defendant's employees, which could be established using representative testimony from class members, as well as documents reviewed through discovery. While Plaintiffs assert that this is a case for certification, Plaintiffs also realize that there

is always a significant risk associated with class certification, and Defendant has compelling defenses to this case as discussed more fully below.

17. The Settlement was reached as a result of arm's-length negotiations facilitated by a highly regarded and experienced wage and hour mediator, Todd Smith, Esq., and analysis by Plaintiffs' counsel. The Settlement negotiations have been, at all times, adversarial and non-collusive in nature. While Plaintiffs believe in the merits of their case, they also recognize the inherent risks of litigation and understand that there is a benefit to the Class receiving settlement funds immediately as opposed to risking an unfavorable decision on class certification, summary judgment, at trial and/or the damages awarded, and/or on an appeal that could take several more years to litigate.

18. Based on the information informally produced by Defendant regarding the Class Period, Defendant employed approximately 1,890 current and former non-exempt employees over the course of approximately 80,000 workweeks who received an average rate of pay of $17.10/hour. Based on Class Counsel's and Plaintiffs' expert witnesses' analysis of the data, the maximum exposure for Plaintiffs' claims was as follows:

19. With regard to Plaintiffs' Unpaid Wages (i.e., the minimum and overtime rate of pay wage claims), Plaintiffs alleged that employees did not receive all minimum wages due to Defendant's policies, practices, and/or procedures including, but not limited to requiring Plaintiffs and similarly situated hourly non-exempt employees to clock out for their meal breaks and continue to work through their off-the-clock meal breaks. Therefore, Plaintiffs estimated there were approximately $5,130,000.00 in damages for unpaid minimum wages and overtime wages [Calculated as follows: 80,000 workweeks x 0.50 hours off unpaid x $17.10 average hourly rate x 5 days x 1.5 overtime = $**5,130,000.00**].

20. With regard to Plaintiffs' Meal Break Claim, Plaintiffs alleged that Defendant employed policies, practices, and/or procedures including failing to provide Plaintiffs and similarly situated employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked chronic understaffing. Plaintiffs' expert did find that approximately 11.5% of examined shifts included a meal break less than 30 minutes in length. Assuming a provable violation for at least

these shifts, Plaintiffs estimated there was a maximum of approximately $1,980,000.00 in damages for meal break violations. [Calculated as follows: 80,000 workweeks x 5 shifts per week x $17.10/hr average rate of pay x 0.115 = $786,600]. Therefore, Plaintiffs estimate Defendant's maximum exposure pursuant to this claim as $**786,600**.

21. With regard to Plaintiffs' Rest Break Claim, Plaintiffs alleged that Defendant employed policies, practices, and/or procedures that resulted in failing to provide Plaintiffs and similarly situated employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof due to chronic understaffing. The maximum amount that Plaintiffs could recover amounted to approximately $6,840,000.00 [Calculated as follows: 80,000 workweeks x 5 rest period violations per week x $17.10 avg. hourly rate= $6,840,000.00.00]. However, due to the fact that rest breaks are not recorded in timesheets, extensive individualized inquiries and discovery would be required to both obtain class certification and prevail on the merits. As a consequence of the additional risk arising from the difficulty in obtaining class certification and prevailing on the merits of this claim, Plaintiffs applied an 80% discount to the estimated maximum value, representing a realistically discounted exposure of $**1,368,000.00**.

22. With regard to Plaintiffs' Unreimbursed Business Expenses, Plaintiffs contend that Defendant required Plaintiffs and similarly situated employees to use or purchase their own cellphones and/or resources in order to work for Defendant's, including but not limited to requiring Plaintiffs and similarly situated employees to use or purchase their own tools and/or resources in order to work for Defendants, including but not limited to their non-slip shoes, gas/mileage reimbursement, and/or cell phone (including both telephone use and cellular data use) for work-related purposes - without always reimbursing Plaintiff and similarly situated employees for such use. Given the foregoing, the maximum that Plaintiffs could recover amounted to approximately $400,000.00 [Calculated as follows: 80,000 workweeks x $5 = **$400,000.00**.].

23. With regard to Plaintiffs' Wage Statement claim, this claim would likely be subject to a one-year statutory period which lines up with the PAGA Period. The Class Members worked 14,760 Pay Periods during the PAGA period and there were 676 employees during that period. The first 676

such pay periods would incur a $50 penalty, or $33,800. The remaining 14,084 pay periods would incur a $100 "subsequent" penalty, or $1,408,400, a total of **$1,442,200.**

24. With regard to Plaintiffs' Waiting Time penalties claim, the maximum that Plaintiffs could recover amounted to approximately $1,489,752.00 [363 former employees X 8 hours per workday X $17.10/hour average rate of pay X 30 days]. Defendant could maintain that they possess strong, good faith defenses to Plaintiffs' underlying claims, thus precluding recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. To account for Defendant's defenses and the risks of not certifying a class and losing on the merits, Plaintiffs applied an 80% discount to the maximum value, thereby reducing the exposure to be estimated as $**297,950.40**.

25. As such, Plaintiffs' maximum potential recovery in this matter, excluding PAGA penalties, amounts to approximately $**9,424,750.40**. The settlement reached in this matter includes a Settlement Payment of $1,500,000.00 or approximately **16**% of exposure.

26. Regarding the PAGA penalty exposure analysis, according to the data informally produced by Defendant in this case, during the relevant PAGA period (from September 12, 2023, through January 20, 2026), there are approximately 14,760 pay periods for approximately 676 aggrieved employees.

27. As an initial matter, in wage and hour class action cases that settle, which are the overwhelming majority of such cases, very little of the total settlement is paid to PAGA penalties in order to maximize payments to class members. (See, e.g., *Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (no abuse of discretion to approve class action settlement allocating $0 to PAGA claims); *Ceja-Corona v. CVS Pharm., Inc*., 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 (E.D. Cal. Jan. 14, 2015) (preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $900,000), report and recommendation adopted, 2015 U.S. Dist. LEXIS 25730, 2015 WL 925598 (E.D. Cal. Mar. 3, 2015); *Nen Thio v. Genji, LLC*, 14 F.Supp.3d 1324, 1330 (N.D. Cal. 2014) (preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $1,250,000); *Franco v. Ruiz Food Prods*., 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 (E.D. Cal. Nov. 27, 2012) (granting final approval of $10,000 in PAGA penalties out of a total settlement amount

of $2,500,000); *Garcia v. Gordon Trucking, Inc*., 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 (E.D. Cal. Oct. 31, 2012) (granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $3,700,000); *Chu v. Wells Fargo Invs., LLC*, 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 al. Feb. 16, 2011) (granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $6,900,000).) In these settlements, the parties generally maximize statutory penalties and minimize PAGA penalties. See, e.g*., Franco*, 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *2, *14 (approving a $10,000 PAGA award out of a total settlement amount of $2,500,000).)

28. Plaintiffs recognize that PAGA claims generally settle for a mere fraction of multiple "stacked" PAGA penalties, as is described above, but more typically resolve for a reasonable fraction of the unstacked PAGA exposure. Here, since the claims for minimum wages, overtime wages, meal and rest breaks, wage statements, and waiting time penalties are all premised at least partially on the same factual basis (i.e., that Defendant required Plaintiffs and similarly situated hourly non-exempt employees to clock out for their meal breaks and continue to work through their off-the-clock meal breaks, failed to provide Plaintiffs and similarly situated employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked chronic understaffing, and failed to provide Plaintiffs and similarly situated employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof due to chronic understaffing) stacking these penalties could arguably be overly punitive. Instead, seeking only penalties for minimum and overtime wages to account for the off-the-clock work, results in far more reasonable and less punitive penalties that eliminate the "stacked" penalties for each Labor Code section violated as a result of the same conduct. As a result, Defendant could argue Plaintiffs and the aggrieved employees may only be able to recover penalties under the minimum wage claim and overtime wage violations. Thus, if Defendant is correct on the "stacking" issue, the maximum theoretical penalties would be substantially less under Defendant's view of the law. And, if the Court decided that Defendant is also correct about the initial/subsequent violation rate issue, the maximum theoretical exposure would be further reduced by about half.

29. Second, Plaintiffs' calculation also assumes that Plaintiffs' PAGA claims could be tried in a manageable manner that comports with due process, which Defendant vigorously disputes.

30. Third, the Court has discretion under PAGA to reduce the amount of any penalties awarded for equitable reasons.

31. Fourth, Defendant would argue that PAGA penalties would be limited in any event. As discussed in detail above, Defendant denies any liability. Moreover, Defendant would argue that even if Plaintiffs prevailed, the recoverable penalties under PAGA are minimal. Indeed, courts that consider the issue have refused to "stack" PAGA penalties. (See e.g.*, Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to $5 per pay period); accord *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809.) Moreover, Defendant would argue that Plaintiffs are not entitled to recover PAGA penalties at the subsequent violation rate of $200 per pay period. California's appellate courts have held that "[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware [of the violation]" and therefore, until a Court or the Commissioner issues a finding of a violation, the initial $100 violation rate applies for each pay period in which the alleged violation occurred. (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209; accord *Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc*. (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 ("[u]nder California law, courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code").) Thus, Defendant would argue that even if Plaintiffs were able to establish any violation of the Labor Code, the PAGA penalties assessed for these violations will be computed at the $100 rate, as opposed to the $100 per pay period rate at maximum, and there is a likelihood that a further reduction of the penalty to $5 per pay period as approved in *Carrington* would apply if Defendant is able to show good faith attempts at compliance with the Labor Code as discussed above.

32. Finally, Plaintiffs anticipates that Defendant would argue that the Court might follow the logic in *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209, and assess only the initial $100 violation rate for each pay period (i.e., at $100 per pay period X 14,760 pay periods at issue), therefore it is likely that Defendant's maximum exposure is actually only $1,476,000.00. Defendant likely would also argue that this Court would use the *Carrington* valuation as a ceiling for assessing PAGA penalties and that this amount (i.e., $73,800.00 was its true "worst case scenario" exposure).

33. In sum, the settlement in the instant case provides for a gross settlement amount of $1,500,000.00, with a PAGA allocation of $75,000.00 with 65% ($48,750.00) payable to the LWDA and 35% ($26,250.00) distributed to the Aggrieved Employees and falls squarely within the range of reasonableness for PAGA allocations outlined in the case law above.

34. Defendant, however, maintained significant defenses to the above claims as follows: regarding failure to pay all wages earned for all hours worked at the legal minimum wage and Plaintiffs' overtime claims, Defendant argued that it properly paid all wages owed at the proper rate. Regarding meal periods, Defendant contends that it had compliant written meal period policies and issued those to all Class Members and, Defendant also contends, that Class Members attested that they were provided with compliant meal periods. Further Defendant argued that it paid meal period premiuims. With respect to Plaintiff's' rest period claim, Defendant contends that it provided compliant written rest period policies and, therefore, Plaintiffs and the Class were on notice of what rest periods should have been taken. Defendant contends that it reimbursed all business expenses to Plaintiffs and similarly situated employees. With respect to Plaintiffs' wage statement claim, Defendant contends any alleged wage statement violations could not be shown to be "knowing and intentional" given their good-faith defenses, and that Plaintiffs cannot show that they or other employees "suffer[ed] injury," as required by Labor Code § 226(e). Defendant also argued that the wage statements always accurately reflected hours worked and amounts paid to employees. In summary, Defendant argued, and continues to argue, that no violations occurred, that Class Members suffered no "injury," and that any alleged violations were not "knowing and intentional."

Based on the foregoing, Defendant concluded that Plaintiffs and Class Members were paid out upon separation of employment for all wages owed, and that Defendant believed, in good faith, that it properly paid all wages to separating employees. In other words, Defendant's position is that Plaintiffs would not be able to establish the willful elements of their Labor Code sections 226 or 203 claims. Moreover, Defendant submits that Plaintiffs' claims are noncertifiable because of the many individual inquiries that would be required regarding their claims. For these reasons, Defendant argued Plaintiffs would not likely prevail on their claims.

35. Given these defenses, if Plaintiffs continued litigating this matter, the Class Members could potentially receive **nothing** if the Court agreed with Defendant's position, or if Defendant were able to defeat certification based on the individual inquiries that would be required regarding Plaintiffs' off-the-clock claims. Furthermore, even if the Court agreed with Plaintiffs, Plaintiffs would still have to prove Defendant faced exposure under Plaintiffs' derivative claims and acted intentionally and *willfully* in order to receive the additional penalties under Labor Code Sections 203, 204, and 226. As such, Plaintiffs' decision to settle this matter was in the best interest of the Class Members.

36. This is a fair and reasonable result. Other substantial benefits also include that it is a non-reversionary, non-claims made settlement, which distributes the Net Settlement Amount on a pro rata basis based on the number of Workweeks each Participating Class Member worked for Defendant during the Class Period. (Settlement, §3.2.4). The 35% portion of the PAGA Settlement Amount allocated to Aggrieved Employees will be distributed to each Aggrieved Employee who worked during the PAGA Period based on their individual number of PAGA Period Pay Periods during the PAGA Period. (Settlement, §3.2.5.1.) Settlement Class Members will have one hundred eighty (180) days to cash their checks. (Settlement, §4.3.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"

subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (Settlement, §4.3.3.)

EXPERIENCE OF CLASS COUNSEL:

37. The attorneys at our office are experienced and qualified to evaluate the class claims and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. The partner of the firm who was lead counsel on this matter, Mr. Joseph Lavi, has been practicing law for over 20 years. Mr. Granberry is a graduate of Arizona State University Sandra Day O'Connor College of Law. I am a graduate of Loyola Law School and have been practicing law since December 2024. Mr. Lavi, myself, and the other members of my firm, have almost exclusively practiced in the area of labor and employment law. Mr. Lavi has handled numerous cases in all aspects of employment and labor law, including state and federal class actions, including wrongful termination, retaliation, and harassment actions. Mr. Granberry has been in practice with the law firm of Lavi & Ebrahimian, LLP since April 2014. Super Lawyers Magazine has selected him as a Southern California Rising Star in 2016 through 2024 in the area of Plaintiff's employment litigation and as one of the Up-and-Coming 100 attorneys in my field in 2018 and again from 2020 - 2024. He has been involved in numerous cases in all aspects from trial through trial and appeal, including California and Federal class actions, wrongful termination, discrimination, harassment and retaliation cases. Mr. Lavi has tried both labor and employment cases in State and Federal court, and has argued before various Court of Appeals, on employment issues such as validity of Arbitration Agreements, Application of Res Judicata in class action cases as well as other employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment Law Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct trials as well as proving and winning punitive damages. Mr. Lavi has also been named a Southern California Super Lawyer in the area of Plaintiff's employment litigation- class action from 2011-2022. Mr. Lavi has been approved as class counsel by both federal and state Courts. Mr. Lavi, myself, and the other attorneys at Lavi & Ebrahimian who are available to assist us in this case if needed are fully capable of adequately and fairly representing Plaintiffs and the proposed class in this matter. Lavi & Ebrahimian, LLP, has been

appointed Class Counsel in over fifty contested proceedings including the following:

a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case No. BC343535;

b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No. BC369846;

c. *Edlin, et al. v. Fuddruckers, Inc.,* United States District Court, Central District of California, Case No. CV-07-3678-ABC;

d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses,* Los Angeles Superior Court Case No. BC380996;

e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior Court Case No. BC383266;

f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court Case No. RG 0265835;

g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No. 05CECG02189;

h. *Norman, et al. v. Movado Retail Group, Inc.,* United States District Court, Central District of California, Case No. CV08-06691 SVW (PLA);

i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case No. BC342588;

g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No. BC374816;

h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No. BC378990;

i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central District of California, Case No. CV07-3237-DDP (PLAX);

h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No. BC410322;

j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case No. BC412315;

k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No. BC397208;

l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No. BC399431;

m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No. 37-2009-00103626-CU-OE-CTL;

n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No. BC451148;

o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court, Central District of California, Case No. CV 10-8916 DDP (CWx);

p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles Superior Court Case No. BC432406;

q. *Barajas v. Menzies Aviation, Inc.,* United States District Court, Central District of California, Case No CV-10-02315-JEM;

r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior Court Case No. BC462603;

s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court Case No. BC452570;

t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-00366952-CU-OE-VTA;

u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case No. BC421009;

v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No. 1341987;

w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court

Case No. BC425708;

x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case No. BC436879;

y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No. RIC10020183;

z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No. BC411849;

aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No. BC411134;

bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior Court Case No. 30-2011-0044011-CU-OE-CXC;

cc. *Aguilar v. PLS Financial Services, Inc.,* United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx)

dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No. BC443792;

ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No. BC451489;

ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case No. CV 10-0968-PSG-FMOX;

gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case No. BC425799;

hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior Court Case No. BC446744;

jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No. BC456420;

ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

kk. *Reed v. 99 Cents Only Stores,* Los Angeles Superior Court Case No. BC436793;

ll. *Santos v. Noble Management Group-California, LLC*, United States District Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior Court Case No. 30-2011-00473505;

nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case No. BC436235;

oo. *Zad-Behtooie v. Valley Village,* Los Angeles Superior Court Case No. BC451490;

pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No. RG10523946;

qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of California, Case No. CV 11-09543 DSF (MRWx);

rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-00518396-CU-OE-CXC;

ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx);

tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No. BC320172;

uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;

vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No. BC357987.

38. Mr. Lavi, I, and the other attorneys at the firm made every effort to litigate this action in an efficient and cost-effective manner. Given his years of experience, his trial and appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work by the hour,

his current hourly rate would be $1,000 per hour. Given his years of experience, if Mr. Granberry were to charge for his type of work by the hour, his current hourly rate would be $750 per hour. My hourly rate would be $675 per hour. This rate is the firm's current billing rate and is supported by the extensive and specialized experience in these types of cases and recognized expertise described. I have personal knowledge of the hourly rates charged by other attorneys with comparable experience to both Mr. Lavi's and mine. Based on that information, I believe that my rates are fully consistent with the market rate for attorneys with comparable expertise, experience, and qualifications. Based on the information I have, I believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with comparable expertise, experience, and qualifications.

39. The specific work performed by my firm in prosecuting this action has included, but not been limited to: preparing the pleadings, reviewing extensive informal discovery exchange; reviewing documents; analyzing the data; participating in settlement negotiations; participating in a full-day mediation; negotiating, drafting, and reviewing the settlement agreement, as well as drafting the Motion for Preliminary Approval.

40. Our firm maintains all records regarding costs expended on each case. I have reviewed the records of costs expended in this matter. According to our records, our firm has incurred significant costs in this matter at this time and will likely incur additional costs to see this matter through final judgment. This amount includes costs associated with the filing of the papers filed and responded to in this matter, service of process for the summons and complaint, expert fees, and mediation fees.

41. Moreover, the proposed class counsel is adequate to represent the class for settlement purposes and has been appointed as class counsel before by this Court as well as both State and Federal Courts.

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CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT:

42. It is imperative that Plaintiffs obtain just compensation for the time, effort, and risk associated with their fiduciary duties as class representatives and named Plaintiffs. I believe that the named Plaintiffs performed considerable services on behalf of the Class, since they searched for an attorney, collected and gathered the requested documents and information, wage statements and/or pay stubs, met with us, made themselves available in order to answer questions about Defendant's policies and procedures produced in formal and informal discovery or discussed during conversations with opposing counsel or raised in pleadings filed in this matter. The named Plaintiffs provided Class Counsel with factual information needed to prepare the complaints. They collected relevant documents and produced those documents to Class Counsel. They were available and provided information during the mediation session. They continued to be engaged in continued settlement negotiations that were ultimately required to reach a settlement in this case. Further, Plaintiffs do not have any interest that is adverse to the interests of the other class members. I believe that the service award request of of $9,900.00 to each Plaintiff ($29,700.00 total) ("Class Representatives Service Payment") is fair and reasonable. As such, the requested payment is warranted for their time and effort when the class members are able to receive significant benefits for their efforts, as well as the fact that they put themselves at significant risk for liability for costs in this matter if Defendants were the prevailing party in the litigation, as well as for retaliation by other employers who may discover and find it to be unappealing that they were class representatives in a lawsuit against Defendant, their former employers. At this point in the approval process, Plaintiffs' requested payment should be approved and allow the Class Members an opportunity to object to the requested Class Representatives Service Payment.

43. There is a Joint Prosecution Agreement between Bibiyan Law Group, P.C, The Sentinel Firm, APC, and Lavi & Ebrahimian, LLP, and Plaintiffs and Plaintiffs' counsel have consented in writing to the fee split in attorney's fees.

44. A true and correct copy of the Class and PAGA Action Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement") is hereto attached as **Exhibit "1."**

45. A true and correct copy of the redline version of the Class and PAGA Action Settlement Agreement and Class Notice is hereto attached as **Exhibit "2."**

46. On April 6, 2026, a copy of the Settlement was submitted via online submission to the LWDA. A true and correct copy of the LWDA's email confirmation of my upload of the Settlement is hereto attached as **Exhibit "3."**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of April 2026, at Beverly Hills, California.

/s/Paolo Policastro
Paolo Policastro