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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

ADRIAN GARCIA, an individual and on behalf of all others similarly situated, Plaintiff, v. DUNE COMPANY OF IMPERIAL VALLEY, LLC, a California Limited Liability Company; THE DUNE COMPANY OF SALINAS, LLC, a California Limited Liability Company; GOWAN SEED COMPANY, LLC, a California Limited Liability Company; GOWAN SEEDTECH LLC, a Arizona Limited Liability Company; GOWAN COTTON COMPANY, LLC, a Arizona Limited Liability Company; EARTHWORK SEEDS, LLC, a Arizona Limited Liability Company; GOWAN USA, LLC, a Arizona Limited Liability Company; and DOES 1 through 100, inclusive, Defendants.	CASE NO.: ECU003940 [Assigned for all purposes to Hon. Brooks L. Anderholt in Dept. 9] **DECLARATION OF VEDANG J. PATEL IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

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 Managing Attorney and Partner at Bibiyan Law Group, P.C., counsel for plaintiff Adrian Garcia ("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 around October 28, 2024, Plaintiff filed with the Labor and Workforce Development Agency ("LWDA") and served on Defendant Dune Company of Imperial Valley, LLC ("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 Declaration of Vedang J. Patel as Exhibit "2."

3. On or around January 31, 2025, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of California, County of Imperial, Case No. ECU003940, alleging wage and hour violations including, without limitation, (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 indemnify; and (8) unfair competition (the "Class Action").

4. On or around June 30, 2025, Plaintiff filed a separate action against Defendant for alleged civil penalties under the Labor Code Private Attorneys General Act of 2004, Imperial County Superior Court Case No. ECU004170 (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, time and payroll records for 100% of Class Members through mediation.

7. 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*).

8. On or around October 13, 2025, the Parties participated in an all-day mediation presided over by Allison C. Eckstrom. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

9. On or around December 9, 2025, Plaintiff filed a First Amended Complaint ("FAC") in this Action to include all claims from the PAGA Action, effectively consolidating the two (2) actions.

10. 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 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 Actions through trial and any appeals, the risks and costs of further litigation of the Actions, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through formal and informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received by Settlement Class Members.

The Proposed Settlement

11. 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" thereto. A summary of the terms of the settlement are as follows:

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

- Certification of a class ("Settlement Class" "Settlement Class Members" or "Class Members") for the purpose of settlement only: all persons currently or formerly employed by Defendant Dune Company of Imperial Valley, LLC ("Defendant"), either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Period from January 31, 2021, through October 13, 2025, in the State of California ("Class Period").

- Defendant will pay $300,000.00 ("Gross Settlement Amount") to resolve the matter.
- Defendant represents that there are no more than 4,895 Workweeks during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, or 489 Workweeks, Defendant, in its sole discretion, can elect to either (1) end the Class Period on the date that the Workweeks reached 5,384 or (2) increase the Gross Settlement Amount proportionally by the Workweeks in excess of 5,384 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 4,895. The Parties agree that the Workweek Value amounts to $61.29 per Workweek ($300,000.00 / 4,895 Workweeks). Thus, for example, should there be 5,800 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $25,496.64. ([5,800 Workweeks – 5,384 Workweeks] x $61.29/Workweek).
- Defendant will pay the employer's share of payroll taxes separate and apart from the Gross Settlement Amount.
- This is a non-reversionary settlement.
- Settlement Class Members will be paid their *pro rata* share of the class action settlement based on the total number of Workweeks[1] worked during the Class Period.
- The Settlement Administration costs, estimated not to exceed $5,730.00, will be paid out of the Gross Settlement Amount.
- 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

[1] "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).

pursuant to the Settlement Agreement, amounts to $105,000.00, 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 $7,500.00 to Plaintiff, which will be paid out of the Gross Settlement Amount.
- "Aggrieved Employees" means 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 Period from October 28, 2023, through the end of the Class Period in the State of California ("PAGA Period").
- Defendant has agreed to pay $30,000.00 as PAGA penalties, seventy-five percent (75%) or $22,500.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or $7,500.00 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, 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.

Settlement Agreement and Accompanying Documents

12. Attached hereto as Exhibit "1" is the Settlement Agreement. Attached to the Settlement Agreement as Exhibit A is the proposed "Class Notice" to be distributed to Class Members in English and Spanish.

13. Class Counsel has selected to use Apex Class Action LLC ("Apex"), an experienced Settlement Administrator, to administer the settlement.

14. On or about July 2, 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 (l)(2). A true and correct copy of each confirmation from the LWDA in connection with Plaintiff is attached hereto as Exhibit 3.

<u>The Settlement Is Fair and Reasonable Based Upon Objective Evidence</u>

The Settlement was Negotiated at Arm's-Length and is 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 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.

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 46 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 Range of Reasonableness

17. The settlement amount reached in this case provides significant recovery for 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 4,895 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 Defendant required Class Members to work off-the-clock or Class Members spent time working off-the-clock under Defendant's control and direction. Class Counsel theorized that Class Members worked off the clock by: (1) waiting in line to clock in via punch machine; (2) performing clean-up work after clocking out. Class Counsel theorized that Defendant rounded time entries in a manner detrimental to the Class Members interest and Defendant rounded time entries to the quarter hour throughout every shift. 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, based on Plaintiff's narrative evidence, was that Class Members worked off-the-clock for approximately fifteen (15) minutes each shift throughout the Class Period, without pay. Based on documents provided by the Defendant and analyzed by expert data consultants, Class Counsel understand that: (1) the average rate of pay for Class Members was $18.68 per hour; (2) 53% shifts worked were greater than eight (8) hours in length; and there were (3) approximately 26,129 shifts worked during the Class Period. Thus, one calculation made by Class Counsel resulted in Defendant's exposure for unpaid wages due to failure to track and pay for all time worked in an amount of approximately **$211,708** ([26,129 shifts x 0.53 shifts over eight hours x 0.25 hour per shift x $18.68/hour x 1.5 OT rate] + [26,129 shifts x 0.47 shifts under eight hours x 0.25 hour per shift x $18.68/hour 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. Class Members' time entries were not rounded in a manner detrimental to Class Members interest. Finally,

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 fifteen (15) minutes of unpaid work off-the-clock of Class Members for *every single shift* during the Class Period is an 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, were late, or missed. Class Counsel also theorized that many meal periods were synthetic, or fictional because they rounded to exactly thirty (30) minutes. Class Counsel also theorized that Defendant do not have handbook or rest policy and it creates rebuttable presumption of non-compliance of meal period violations. Class Counsel understand from Defendant's records, and analyzed by expert data consultants, that there are 22,304 unique meal period violations (*i.e.* meal periods that are missed, short, or late) in the Class Period through mediation. One theory advanced by Class Counsel resulted in maximum meal period violation in an amount of **$416,638.** [(22,304 meal periods violations x $18.68/hour].

22. Class Counsel understands 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 also argued that many Class Members signed valid meal period waivers, and thus there were no violations of the Labor Code for those individuals. 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. Finally, Defendant contends that many Class Members signed enforceable arbitration agreements and thus no class action is even tenable here. 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, from Monday through Friday, the first rest periods were combined with the meal periods and the second rest periods were moved at the end of the shift, and on Saturdays, rest and meal periods were combined, giving rise to a rebuttable presumption that all rest periods throughout the Class Period were non-compliant. Class Counsel theorized at mediation, on the same bases, that Defendant's rest period practices throughout the Class Period were non-compliant due to the time needed for Class members to walk back and be at their workstations prior to the end of their rest periods, necessarily resulting in short rest periods. 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 **Defendant's exposure for failure to provide compliant rest periods in a conservative amount of $486,744** (26,057 shifts x $18.68/hour).

25. 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. Finally, Defendant contends that a 40% violation rate is a wild 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

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 1,009 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 $50,450** (1,009 pay periods x $50/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 26 Class Members who were terminated or resigned during the relevant statutory period. The average length of shift was 8.1 hours. Thus, one calculation performed at mediation by Class Counsel resulted in **Defendant's exposure for waiting time penalties to be approximately $118,020** (26 separated Class Members x $18.68/hour x 8.1 hours x 30 days).

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.

Failure to Indemnify Business Expenses

30. Class Counsel theorized that the Defendant failed to indemnify Class Members for business expenses because Defendant required Class Members to pay for work-related items at their own expense. Class Counsel understand from the Class Members' narrative evidence that

employees were required to use their personal cellphones for work related purposes without reimbursement. Additionally, based on Plaintiff's narrative evidence, Class Counsel understand that Class Members were also not provided with miscellaneous extra equipment that employees needed such as gloves, kneepads, ratchets that required Class Members to pay for out of pocket.

31. Class Counsel theorized, based on Plaintiff's narrative evidence, that every Class member incurred roughly $10 per Workweek for these business expenses. Thus, one calculation performed by Class Counsel resulted in Defendant's exposure for failure to reimburse for costs related to business expenses at $**48,950** ($10 x 4,895 workweeks).

32. Class Counsel understand that Defendant argued the following: Defendant argued that it did not require Class Members to use their cell phones for work-related purposes nor were Class Members required to pay for miscellaneous items out of pocket. Defendant also argued that the personal cell phones were used by Class Members solely for personal tasks and as such Defendant was not required to compensate them for such use. Defendant also argued that they reimbursed all employees for all expenses incurred in furtherance of work. Thus, Defendant contends that no monies under this theory, either.

PAGA Penalties

33. Class Counsel understand from the time and payroll data provided by Defendant that there are approximately 26 Aggrieved Employees who collectively worked 1,009 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.

34. 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:

35. 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 $50,450 (1,009 pay periods x $50).

36. 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 $100,900 (1,009 pay periods x $100).

37. 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 $50,450 (1,009 pay periods x $50).

38. 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 $50,450 (1,009 pay periods x $50).

39. 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 $100,900 (1,009 pay periods x $100).

40. f. 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 26 Aggrieved Employees whose employment was separated during the PAGA Period. This amounts to a maximum exposure of $2,600 (26 Aggrieved Employees x $100).

41. g. 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 only the initial pay penalty of $100 for all violations, and a violation every pay period for each Aggrieved Employee in the PAGA Period, this amounts to exposure of $100,900 (1,009 pay periods x $100.).

42. 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 **$456,650**. 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.

43. 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 **$45,665** as a reasonable estimate of the likelihood of what Plaintiff may recover at trial for PAGA penalties ($456,650 x .10).

Conclusion

44. 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 **$1,378,175**. In all, Class Counsel obtained a Gross Settlement Amount of **$300,000.00**. 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.

45. Moreover, $30,000.00 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.

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Proposed Attorneys' Fees and Costs Are Reasonable

46. Class Counsel seek 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 $105,000.00. Class Counsel also seek reimbursement of costs not to exceed $30,000.00.

The Requested Enhancement Award to The Named Plaintiffs and Class Representative Is Reasonable

47. Class Counsel believe plaintiff is entitled to an enhanced award for his service as class representative, for answering extensive questions by Class Counsel, for being available and answering questions during mediation, 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.

48. I am informed and believe Defendant does not oppose the requested enhancement to Plaintiff. Plaintiff risked intrusive discovery and the payment of employer costs. Class Counsel seeks an extremely limited enhancement of $7,500.00 to Plaintiff for his service.

Conditional Certification for Settlement Purposes

Ascertainability

49. The Settlement 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, which complains of alleged violations of Labor Code sections that are chiefly and, in some instances, solely applicable to non-exempt, hourly paid employees.

Numerosity

50. Class Counsel understand from documents provided that Defendant identified at least 46 Class Members. That is sufficiently numerous to establish the numerosity requirement.

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Commonality

51. 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

52. I believe Plaintiff: (1) is a non-exempt, hourly-paid employee like other Settlement 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) alleges that she did not receive full premium pay for meal periods that were not compliant with the Labor Code; and (4) alleges that she did not receive premium pay for rest periods that were not provided, among others as set forth above. The Parties agree for settlement purposes only that Plaintiff's claims regarding policies and practices that are at the core of the lawsuit are typical of the Settlement Class.

Qualifications

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

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

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

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

57. I am currently a senior attorney at Bibiyan Law Group, P.C. and head of the Settlement Department. Among other tasks, I oversee and manage all settlements at Bibiyan Law Group, P.C. I also oversee several attorneys, paralegals, and legal assistants and have overseen the settlement of over one hundred (100) class and PAGA matters while with Bibiyan Law Group, P.C.

58. 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, Hon. 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; and
- *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior Court, County of Imperial, Honorable Jeffery B. Jones presiding.

59. 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; and
- *Latrice Ackles v. Brinker Restaurant Corporation, et al*. Case No. 22STCV19068, California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding.

Adequacy of Plaintiff

60. 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 was classified as non-exempt employees, was not paid premium pay, etc.) and thus have the incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

Conclusion

61. 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 46 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.

62. Thus, because this class action meets all criteria for certification and a lesser standard of scrutiny applies when evaluating these criteria for settlement purposes, it should be certified for purposes of effectuating this settlement.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this July 2, 2026, at Los Angeles, California.

/s/ Vedang J. Patel
VEDANG J. PATEL