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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ANDRES SENDIS and TELESE WALKER,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

GUCCI AMERICA, INC., a corporation;
KERING AMERICAS, INC., a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CVPS2404656
Consolidated with Case Nos. CVRI2401710
and CVRI2407345
Assigned to: Hon. Harold W. Hopp, Dept. 1

Complaint Filed: March 29, 2024
FAC Filed: November 17, 2025
Trial Date: Not set

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF TYLER J. WOODS
IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: May 8, 2026
Time: 8:30 a.m.
Dept.: 1

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Attorneys for Plaintiff Telese Walker

1 I, Tyler J. Woods, declare as follows:

2 1. I am admitted and in good standing to practice as an attorney in the State of
3 California and the United States District Court for the Central, Southern, Eastern, and Northern
4 District of California. I am a Senior Partner at Wilshire Law Firm, PLC (“WLF”), counsel of
5 record for Plaintiff Andres Sendis (“Plaintiff”). I have personal knowledge of the facts set forth in
6 this declaration and could and would competently testify to them under oath if called as a witness.
7 This Declaration is submitted concurrently with and in support of Plaintiffs’ Motion for Final
8 Approval of Class Action Settlement (the “Motion”).

9 CASE BACKGROUND

10 2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Lab.
11 Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members were
12 employed by Defendants in California and classified as hourly-paid or non-exempt employees for
13 Defendants Gucci America, Inc. and Kering Americas, Inc (“Defendants” and together with
14 Plaintiff, the “Parties”) from March 29, 2020, through November 30, 2025 (the “Class Period”)
15 (each a “Class Member(s)” collectively the “Class”).

16 3. Plaintiff alleges that Defendant’s payroll, timekeeping, and wage and hour practices
17 resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours
18 worked. Plaintiff further alleges that Defendants failed to provide employees with legally
19 compliant meal and rest periods and failed to pay sick leave and failed to reimburse business
20 expenses. Based on these allegations, Plaintiff asserts related claims for failure to provide accurate
21 wage statements, failure to pay all final wages at termination, unfair business practices, and civil
22 penalties under the PAGA.

23 4. On March 29, 2024, Plaintiff filed a putative wage and hour class action complaint
24 against Defendants for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204,
25 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3)
26 failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and
27 permit rest periods (Labor Code § 226.7); (5) failure to timely pay final wages at termination
28 (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code

§ 226); (7) failure to indemnify employees for expenditures (Cal. Labor Code § 2802); and (8) unfair business practices (Business and Professions Code §§ 17200, *et seq.*). Shortly thereafter, on April 19, 2024, Class Counsel provided pre-filing written notice to the LWDA and by certified mail to Defendants of the above-identified allegations on behalf of Plaintiff and similarly situated aggrieved employees in accord with the PAGA.

5. On July 24, 2024, Plaintiff Sendis filed a PAGA representative complaint against Defendants for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to pay earned wages twice per month; (4) failure to maintain accurate records of hours worked and meal periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) failure to indemnify for necessary expenditures. On January 13, 2026, Plaintiffs filed a first amended and consolidated class action and representative complaint. On January 31, 2026, Plaintiff Sendis filed a Second Amended and Consolidated Class Action and Representative Complaint. (collectively the “Action” or “Operative Complaint”).

DISCOVERY, INVESTIGATION, AND SETTLEMENT

6. Following the filing of the Action, the Parties engaged in extensive discussions regarding the merits of the claims and the discovery needed thereon if the parties were to engage in meaningful settlement discussions. On Plaintiffs’ request, hundreds of pages of documentation, including time and pay data, policy documents, class size information, pay period and workweek information and information regarding the hourly rates of the class and aggrieved employees was produced by Defendants. Defendants provided information sufficient to enable Plaintiff Sendis and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case. Thereafter, the Parties continued to engage in extensive discussions about the factual and legal strengths (and weaknesses) of the claims and defenses.

7. After reviewing documents regarding Defendant’s wage and hour policies and practices and analyzing Defendant’s timekeeping and payroll records, and interviewing Class Members, Class Counsel was able to evaluate the probability of class certification, success on the

merits, and Defendants’ estimated potential maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a damage analysis prior to mediation. This extensive investigation and discovery allowed Class Counsel to act intelligently and effectively in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS

8. On December 20, 2024, the Parties participated in private mediation with experienced class action mediator, David Phillips. The proposed settlement of the PAGA claims was reached as a result of arm’s-length negotiations during mediation. Though cordial and professional, the Settlement negotiations have been, at all times, adversarial and non-collusive in nature. The Parties went into the mediation willing to explore the potential for a settlement of the Action, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After a full-day mediation with experienced wage and hour mediator David Phillips, Counsel reached a Settlement in principle. Thereafter, Counsel for the Parties continued there arms-length negotiations to finalize the terms of the settlement (inclusive of the class claims), which were ultimately memorialized in the Agreement. The Parties reached a settlement for \$310,000.00 (the “Gross Settlement Amount”) on October 17, 2025, as memorialized in the Class Action and Representative Settlement Agreement and Release (the “Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached as Exhibit 1.

9. Class Counsel has conducted a thorough investigation into the facts of this Action. Based on the foregoing discovery and their independent investigation, and evaluation, Class Counsel is of the opinion that the Settlement is fair, just, reasonable, and adequate and is in the best interests of the Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.

10. Following the execution of the Settlement Agreement, the Court granted Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement on January 16, 2026. The deadline

1 for Class Members to opt out or object to the Settlement was April 11, 2026. The reaction of the
2 Class to the Settlement has been overwhelmingly positive. Indeed, as of the filing of the Motion,
3 no Class Member has opted out of the Settlement and no Class Member has objected to the
4 Settlement.

5 11. The Settlement obviates the significant risk that the Court may deny certification of
6 all or some of Plaintiffs' claims. While Plaintiffs are confident in the merits of their claims, a
7 legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the
8 amount of wages due to each Class Member would be an expensive, time-consuming, and an
9 uncertain proposition. Furthermore, even if Plaintiffs obtained certification of all or some of the
10 claims, continued litigation would be expensive, involving a trial and possible appeals,
11 substantially delaying and reducing any recovery by the Class.

12 12. The proposed Settlement Agreement was provided to the LWDA in advance of
13 Plaintiffs' filing of the Motion for Preliminary Approval of Class Action Settlement. Attached as
14 **Exhibit 2** is a true and correct copy of proof of Plaintiffs' submission of the Settlement Agreement
15 to the LWDA.

16 CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE

17 13. Throughout this Action, Plaintiffs, who are a former employees of Defendants, have
18 cooperated immensely with WLF and have taken many actions to protect the interests of the Class.
19 Plaintiffs provided valuable information regarding the off-the-clock, meal period, and rest period
20 claims. Plaintiffs also informed WLF of developments and information relevant to this Action,
21 participated in decisions concerning this Action, and made himself available to answer questions
22 during the mediation. Before we filed this Action, Plaintiffs provided Class Counsel with
23 documents regarding the claims alleged in this Action. The information and documentation
24 provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in this
25 Action, and the recovery provided for in the Settlement Agreement would have been impossible to
26 obtain without Plaintiffs' participation.

27 14. At the same time, Plaintiffs faced many risks in adding themselves as the Class
28 Representative in this Action. Plaintiffs faced actual risks with their future employment, as putting

1 themselves on public record in an employment lawsuit could also very well affect their likelihood for
2 future employment. Furthermore, as part of this Settlement, Plaintiffs are executing general
3 releases of all claims against Defendant.

4 15. In turn, Class Members will now have the opportunity to participate in a Settlement,
5 reimbursing them for alleged wage violations they may have never known about on their own or
6 been willing to pursue on their own. If these Class Members would have each tried to pursue their
7 legal remedies on their own, that would have resulted in each having to expend a significant amount
8 of their own monetary resources and time, which were obviated by Plaintiffs putting themselves
9 on the line on behalf of these other Class Members.

10 16. In the final analysis, this Action would not have been possible without the aid of
11 Plaintiffs, who put their own time and effort into this Action, sacrificed the value of their own
12 individual claims, and placed themselves at risk for the sake of the Class Members. The requested
13 payment of up to \$10,000.00 to each Plaintiff (\$20,000.00 total) for their service as the Class
14 Representatives and in exchange for their general release of their individual claims (the “Class
15 Representative Service Payments”), is a relatively small amount of money. Considering the time
16 and effort put into the Action, and in comparison to similar service awards granted in other class
17 actions, the Class Representative Service Payment is reasonable.

18 THE REQUEST FOR ATTORNEYS’ FEES AND COSTS IS REASONABLE

19 17. The Settlement provides for an attorneys’ fee payment in an amount up to 33.33%
20 of the Gross Settlement Amount for a maximum payment of \$103,333.00 (the “Class Counsel
21 Award”), plus a payment for litigation expenses of up to \$26,000.00 (the “Class Counsel Litigation
22 Expenses Payment”).

23 18. The total current lodestar for WLF is not less than the following:

Person	Role	Hours	Rate	Lodestar
Tyler J. Woods	Partner	28	\$1,200	\$33,600.00
Alan Wilcox	Senior Attorney	13.5	\$950	\$12,825.00
Lucy Nguyen	Attorney	8.2	\$575	\$4,715.00
Conor J.D. Gomez	Attorney	4.6	\$575	\$2,645.00

Arsiné Grigoryan	Associate Attorney	16	\$800	\$12,800.00
Total:		70.3		\$66,585.00

19. WLF has spent approximately 70.3 hours, for a lodestar of \$66,585.00 litigating this Action to bring it to resolution, not including time which will be expended monitoring the administration of the Settlement and distribution of funds to the Class Members. Efforts expended by Class Counsel to achieve this result include, but are not limited to, the following:

- a. the investigation of the Action, including meeting with Plaintiff, reviewing Defendant's policies, and requesting and reviewing Plaintiff's time and pay records, personnel files, and exploring the corporate structure of Defendant;
- b. filing the Action;
- c. attending hearings and meeting and conferring with Defendant regarding the Action;
- d. meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- e. selecting mediator and mediation date;
- f. working with opposing counsel and an expert consultant for the receipt of a representative sampling and analyzing the same with the aid of expert consultant and Plaintiff to perform analyses of liability and exposure prior to attendance of each mediation in this Action;
- g. reviewing policy documents from Defendant and researching applicable defenses;
- h. preparation of a mediation brief and damages model for use at three mediations;
- i. attendance at mediation by the Parties and Class Counsel;
- j. communicating with Plaintiff who requested updates or other information regarding this Action;
- k. engaging in settlement negotiations, followed by finalizing and fully executing the Settlement Agreement;
- l. preparing and assisting in the drafting of the Motion for Preliminary Approval of

1 Class Action Settlement and supporting documents;

2 m. communicating with Class Members who sought additional information regarding
3 the Settlement, including answering questions regarding the Settlement;

4 n. communicating with the Administrator to ensure the Class Notice was properly
5 distributed and engaging in extensive follow-up communications with the
6 Administrator regarding Class Members who sought additional information about
7 the Settlement; and

8 o. preparing the instant Motion and supporting documents.

9 20. There are additional hours devoted by Class Counsel to this Action that are not
10 reflected in the request for the Class Counsel Fees Payment.

11 21. We can provide additional billing records in the event the Court requests them but
12 would request the opportunity to redact attorney-client privileged information and any other
13 privileged information.

14 22. I believe that the Class Counsel Fees Payment and the Class Counsel Litigation
15 Expenses Payment are reasonable. WLF invested significant time and resources into the Action,
16 with payment deferred to the end of the case, and then, of course, contingent on the outcome.

17 23. It is further estimated that WLF will need to expend at least another 10 to 15 hours
18 to monitor the process leading up to payments made to the Class. WLF also bears the risk of taking
19 the necessary actions if Defendant fails to pay.

20 24. The risk to WLF has been significant, particularly if we would not be successful in
21 pursuing this Action. In that case, we would have been left with no compensation for all the time
22 taken in litigating this Action. The contingent risk in these types of cases is very real and they do
23 occur regularly. WLF was precluded from focusing on, or taking on, other cases which could have
24 resulted in a larger, and less risky, monetary gain.

25 25. Because most individuals cannot afford to pay for representation in litigation on an
26 hourly basis, WLF represents all employment law clients on a contingency fee basis. Pursuant to
27 this arrangement, we are not compensated for our time unless we prevail at trial or successfully
28 settle our clients' cases. Because WLF is taking the risk that we will not be reimbursed for our

1 time unless our client settles or wins his or her case, we cannot afford to represent an individual
2 employee on a contingency basis if, at the end of our representation, all we are to receive is our
3 regular hourly rate for services. It is essential that we recover more than our regular hourly rate
4 when we win or settle to remain in practice and continue representing other individuals in civil
5 rights employment disputes.

6 26. As of the date of filing this Motion, WLF has incurred around \$23,616.23 in costs,
7 and Defendant has agreed that they will not oppose a Class Counsel Litigation Expenses Payment
8 request of up to \$26,000.00. Accordingly, Class Counsel respectfully requests reimbursements of
9 \$23,616.23 in expenses, which should be reimbursed in full. Attached as **Exhibit 3** is a true and
10 correct copy of our list of the costs and the categories of costs for the costs incurred in this Action
11 to date by WLF.

12 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

13 27. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
14 nation's Best Law Firms for every year since 2020 and is comprised of more than 100 attorneys
15 and over 600 employees. WLF is actively and continuously practicing in employment litigation,
16 representing employees in both individual and class actions in both state and federal courts
17 throughout California.

18 28. WLF is qualified to handle this Action because its attorneys are experienced in
19 litigating Labor Code violations in both individual, class action, and representative action cases.
20 WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as
21 well as class actions involving consumer rights and data privacy litigation.

22 CLASS COUNSEL'S EXPERIENCE

23 Tyler Woods's Qualifications

24 29. Tyler J. Woods graduated from the University of California, Davis in 1999 with a
25 Bachelor of Arts degree in Communications with minors in Spanish and Psychology. He received
26 by Juris Doctor from USC Gould School of Law in 2004.

27 30. Upon graduating from law school in 2004, Mr. Woods worked for international firm
28 McDermott Will & Emery LLP practicing general litigation which included employment law

1 matters. Since 2010, and exclusively since 2013, his practice has focused on labor and employment
2 matters including handling wage and hour class, collective, and representative actions (including
3 the California Private Attorneys general Act or “PAGA”), including at the law firms of McDermott
4 Will & Emery LLP (where he was a partner), Pacific Trial Attorneys (where he was a partner), and
5 labor and employment powerhouse Fisher Phillips (where he was a partner and head of Fisher
6 Phillips Class Action Practice Group). At these law firms, he was the lead trial counsel or took a
7 major leading role in defending employers on numerous wage and hour class, collective, and
8 representative actions. Under his leadership as lead counsel during his tenure as defense counsel
9 he successfully defeated class certification of a potential 10,000 plus class as lead counsel on behalf
10 of a nationwide quick service restaurant during his time as defense counsel and negotiated several
11 wage and hour class actions that were subsequently approved by the Courts.

12 31. In late March 2024, Mr. Woods left Fisher Phillips and joined our current firm,
13 WLF, to represent plaintiff employees. He has been and is handling many wage and hour class
14 and representative actions litigating such matters on behalf of plaintiff employees in numerous
15 Superior Courts. From matters representing both plaintiff and defendants, he has successfully
16 mediated the resolution of many wage and hour class, collective, and representative actions.

17 32. In July 2025, he obtained a jury verdict in excess of \$6,000,000 in a wage and hour
18 case in Los Angeles Superior Court against Javier’s Cantina & Grill (Los Angeles Superior Court
19 Case No. 19STCV36438).

20 33. Mr. Woods has received numerous awards for my legal work. For example, from
21 2009-2011 and 2014, he was listed as a Rising Star in Los Angeles Super Lawyers (Thomas
22 Reuters). He has also served on numerous prominent boards and in other leadership positions,
23 including currently serving on the board of the Orange County Chapter of the California
24 Restaurants Association.

25 34. He has also presented monthly webinars on labor and employment issues to
26 hundreds of participants since 2022, including on wage and hour issues. For example, he presented
27 “10 Reasons Employers Get Sued (and How to Avoid These Mistakes” (while a partner with Fisher
28 Phillips) and “Key Insights for Hospitality Employers: Arbitration Agreements 101” (while a

partner with Fisher Phillips). The reasonableness of his hourly rates is also supported by several surveys of legal rates, including the following:

- a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was \$1,045 per hour for partners and \$855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with “21 or more years of experience” and “Fewer than 21 years.” For those categories, the third quartile Los Angeles partner rate in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 3**.
- b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 4**.

Alan Wilcox’s Qualifications

35. Alan Wilcox obtained his Bachelor’s degree from the University of California, Berkeley in 2007. He graduated from Pepperdine University’s School of Law and became a member of the California State Bar in 2012.

36. Throughout Mr. Wilcox’s career up until his employment at WLF, he was essentially continuously employed as a civil litigation attorney at multiple law firms. He has represented clients in both state and federal Courts in a wide variety of matters, including contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment.

37. From 2014 to the present, Mr. Wilcox has been exclusively practicing complex civil litigation representing plaintiff employees in employment matters. In that time, he has become an expert in the field. Mr. Wilcox has handled both individual wrongful discharge and collective

1 wage and hour actions, with class action and PAGA matters including *Flores v. Aqua Terra*
2 *Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction*
3 *Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v.*
4 *Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease*
5 *v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v.*
6 *Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533, among others.

7 38. Mr. Wilcox used his programming skills to create complex systems for
8 automatically performing in-depth analyses of employment records to identify wage and hour
9 violations in both individual and collective action settings. He has tried several matters, including
10 multiple employment cases and multiple non-employment cases. His expertise has resulted in
11 obtaining multiple millions of dollars for his clients. He strives to represent individuals struggling
12 to enforce their rights and recover what is owed to them from employers who violate California
13 law. At WLF, he is a Senior Attorney charged with taking resolved class action and PAGA matters
14 and ensuring that they are carried through the approval and distribution process in an efficient
15 manner and in compliance with Court orders.

16 39. Mr. Wilcox's current hourly billing rate is \$900.00 per hour. This hourly rate is
17 reasonable and appropriate, given his background and experience. He is generally familiar with
18 hourly rates charged by attorneys in both Southern and Northern California whose training and
19 experience are similar, and believes this rate is competitive in both markets for attorneys.

20 40. Indeed, a commonly used metric for determining reasonable attorney fee rates based
21 upon years of experience, the Laffey Matrix (<http://www.laffeymatrix.com/see.html>), indicates
22 that it would be reasonable for Mr. Wilcox to charge approximately \$948.00 per hour. Prior to
23 taking on a Senior Attorney role at WLF, for multiple years his hourly billing rate stagnated at
24 \$650.00 per hour, following Judge Upinder S. Kalra granting the plaintiff's post-trial motion for
25 attorneys' fees and approving hours and rate billed in the matter of *Parker v. Innovative Speech*
26 *Therapy and Communications Servs., Inc.*, Los Angeles Superior Court Case No. 19STCV36310,
27 and when Judge Kory Mathewson approved Mr. Wilcox's fee rate for a default judgment in *Segura*
28 *v. Beyond Staffing Solutions, Inc.*, San Bernardino Superior Court Case No. CIVDS1908672.

1 While working for WLF, Mr. Wilcox has been repeatedly approved as class counsel and his hourly
2 billing rate has been approved for many class and PAGA action settlements.

3 Lucy Nguyen's Qualifications

4 Lucy Nguyen is an Attorney at WLF, where she represents employees in complex wage-and-hour,
5 class, and representative actions under California and federal labor laws. She focuses on wage and
6 hour violations, PAGA and class action settlements, retaliation and wrongful termination claims,
7 and advancing employee rights and fair compensation. Ms. Nguyen brings five years of litigation
8 and courtroom experience, including two years dedicated to employment law and three years in
9 family law. Before joining WLF, she served at Lawyers for Employee and Consumer Rights
10 (LFEER), where she trained and mentored new attorneys and managed a high-volume caseload
11 involving wage-and-hour, discrimination, and retaliation matters. Earlier in her career, she
12 practiced family law litigation, representing clients in trials, evidentiary hearings, mediations, and
13 complex custody and support disputes. Ms. Nguyen earned her Bachelor of Science in Business
14 Marketing and Management from San Francisco State University, her Juris Doctor from John F.
15 Kennedy University, School of Law in 2011, and she was admitted to the State Bar of California
16 in 2021.

17 Arsiné Grigoryan's Qualifications

18 41. Arsiné Grigoryan is a former Associate Attorney at WLF who was actively involved
19 in the litigation and resolution of this matter from its inception through December 2024. She earned
20 two Bachelor of Arts degrees from the University of California, Berkeley in (1) Political Science
21 with an emphasis on international relations and (2) Media Studies. She obtained her Juris Doctor
22 degree from Southwestern Law School. She is presently admitted to practice in all state courts of
23 California (admitted in 2017) and before all federal district courts in California. The focus of her
24 practice at WLF was on class action wage-and-hour law, including Private Attorneys General Act
25 of 2004 ("PAGA") matters. Prior to joining WLF, she worked at a law firm specializing in wage-
26 and-hour class action cases. She handled more than a dozen active class action matters currently
27 pending and prosecuting multiple PAGA collective action matters in various courts throughout the
28 State of California.

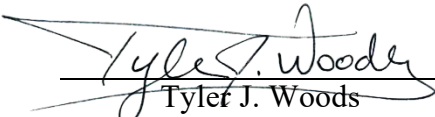
Conor J.D. Gomez's Qualifications

42. Conor J.D. Gomez is an Attorney at WLF. Mr. Gomez is responsible for finalizing resolved class action and PAGA matters, ensuring that they are carried through the approval and distribution process in an efficient manner and in compliance with court orders. He graduated from the University of California, Los Angeles School of Law in May 2020. Mr. Gomez passed the California Bar Examination on his first attempt and was admitted to practice in May 2021. He is admitted to practice law in the State of California and before the Northern District of California. Mr. Gomez also serves as an adjunct professor at the Thomas Jefferson School of Law in San Diego, California, and he acts as a Bar Exam Preparation mentor to law students throughout San Diego. He graduated from the University of California, San Diego in 2017 with a Bachelor of Arts in Sociology, concentrating in Law & Society. During law school, Mr. Gomez obtained credentials in course design, teaching innovation and technology, and business administration from the University of California, Irvine. He was awarded the Masin Family Foundation Gold Award in recognition of his academic performance in law school. Mr. Gomez began his legal career representing both for-profit and non-profit/tax-exempt organizations. He draws on that experience to achieve strong results for his clients, having represented businesses and understanding their perspectives. He has practiced plaintiff-side employment litigation for several years and has a strong record of securing settlements in individual wage-and-hour and FEHA matters, with results regularly reaching the six-figure range. Throughout his career, Mr. Gomez has worked with multiple firms, taking on increasing responsibility and mentoring dozens of new attorneys in employment law fundamentals and litigation strategies to achieve efficient and favorable outcomes. He transitioned into his current role at WLF to capitalize on his strengths in settlement negotiations, workflow optimization, and drafting clear and concise agreements and motions, with the goal of achieving maximal results for larger classes of workers. Mr. Gomez has served on the board of directors for local arts organizations and regularly hosts workshops throughout Southern California. He has guest lectured at the University of California, Irvine on various legal topics. He is also a certified mediator and serves on the California Lawyers for the Arts mediation panel, where he volunteers his time to mediate a wide range of disputes, including

1 artistic business and ownership matters as well as employment disputes. Mr. Gomez has been
2 appointed as class counsel in wage-and-hour matters throughout California, including most
3 recently in *Alvarado v. Northstar Chemical, Inc., et al.*, CV-23-001538, Motion for Final Approval
4 Granted April 9, 2026; *Julius v. Amdal Transport Services, Inc.*, VCU309520, Motion for Final
5 Approval Granted April 7, 2026; *Begley v. Genewiz, LLC*, 37-2022-00038762-CU-OE-
6 CTL, Motion for Final Approval Granted April 3, 2026; *Canady v. Sheffield Platers, Inc.*, 37-2024-
7 00014952-CU-OE-CTL, Motion for Preliminary Approval Granted March 4, 2026; *Molina v. CCN*
8 *Framing, Inc.*, 22STCV10819, Motion for Preliminary Approval Granted on March 4,
9 2026; and *Lucero v. Nissho of California, Inc.*, Case No. 37-2021-00001528-CU-OE-
10 CTL, consolidated with Case No. 37-2022-00012006-CU-OE-CTL, Motion for Final Approval
11 granted on February 20, 2026.

12 I declare under penalty of perjury under the laws of the State of California and the United
13 States that the foregoing is true and correct.

14 Executed on April 15, 2026, in Los Angeles, California.

15
16 
Tyler J. Woods