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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

BRANDIE RENE DAVIS SIMMONDS, an individual and on behalf of all others similarly situated, Plaintiff, v. ANGELES COLLEGE., a California Corporation; and DOES 1 through 100, inclusive, Defendants.	CASE NO.: 24STCV32991 [Assigned to the Hon. Elihu M. Berle in Dept. 6] **DECLARATION OF ZACHARY T. CHRZAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

DECLARATION OF ZACHARY T. CHRZAN

I, Zachary T. Chrzan, state and declare, as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am a principal of Zaghi & Chrzan, LLP, counsel of record for plaintiff Brandie Rene Davis Simmonds ("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. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only.

Settlement Agreement and Other Exhibits

3. A true and correct copy of the fully executed Settlement Agreement in this matter is attached hereto as **Exhibit 1**.

4. Attached to the Settlement Agreement as Exhibit A is the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice") to be distributed to Class Members in English. The Notice will be provided in English only. Defendant represents that all Class Members primarily speak and read English. Defendant further represents they have communicated with Class Members in English during their employment and have not experienced any issues or difficulties communicating with them. Thus, providing notice to the Class in English only is reasonable and sufficient under the circumstances.

5. A true and correct copy of the letter Plaintiff submitted to the Labor and Workforce Development Agency ("LWDA") on February 19, 2025, is attached hereto as **Exhibit 2**.

6. A true and correct copy of the fully executed MOU is attached hereto as **Exhibit 3**.

7. A proposed Judgment to be entered upon final approval is attached hereto as **Exhibit 4**.

8. Proof of submission of the Settlement to the LWDA, concurrently with its submission to this Court in compliance with Labor Code section 2699(l), is attached hereto as **Exhibit 5**.

Introduction

9. On December 13, 2024, Plaintiff filed with the LWDA and served on defendant Angeles College ("Angeles" or "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 the Aggrieved Employees for various alleged Labor Code violations (the "PAGA Notice"). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 2**.

10. That same day, Plaintiff filed a class action alleging that Defendant: (1) Failed to Pay All Wages Including Minimum and Overtime Wages; (2) Failed to Provide Meal Periods; (3) Failed to Provide Rest Periods; (4) Failed to Provide Accurate Itemized Wage Statements in Violation of Labor Code; (5) Failed to Reimburse for Necessary Business Expenditures; (6) Failed to Pay Waiting Time Penalties; (7) Engaged in Unfair Business Practices (the "Class Action). On February 19, 2025, Plaintiff filed a First Amended Complaint in the Class Action adding all claims alleged in the PAGA Notice (the "Action," "Litigation" or "Lawsuit").

11. On February 19, 2025, after sixty-five (65) days had passed since Plaintiff filed the PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiff filed a First Amended Complaint in the Action seeking PAGA civil penalties against Defendant for the Labor Code violations alleged in the PAGA Notice.

12. Shortly thereafter, the Parties agreed to exchange informal discovery and attend a mediation, in advance of which Class Counsel was provided with, among other things: (1) a sampling of time records from December 13, 2020 through September 25, 2025 for 62 (33%) of approximately 188 putative class members; (2) class data points for 188 (100%) of putative class members, consisting of their hire dates, termination dates, and workweeks and pay periods worked; and (3) Defendant's wage and hour policy documents.

13. On September 25, 2025, the Parties participated in a full-day mediation Nikki Tolt, Esquire of ACTS Mediation, a well-regarded mediator experienced in mediating complex labor and employment matters. The Parties were able to resolve the matter after mediation as a result of a mediator's proposal.

/ / /

The Proposed Settlement

14. Subject to Court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769, *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 to the hereto as Exhibit "1." A summary of the terms of the settlement are as follows:

- Certification of a class ("Class," "Settlement Class," "Settlement Class Members" or "Class Members"), for settlement purposes only, defined as: all persons currently or formerly employed by defendant Angeles College ("Defendant"), either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees in California at any time during the period from December 13, 2020 through February 20, 2026 ("Class Period").
- Defendant will pay $350,000.00 ("Gross Settlement Amount") to resolve the matter. This is a non-reversionary settlement.
- The Gross Settlement Amount is based on Defendant's estimate that there are no more than 11,931 Workweeks worked by Class Members during the Class Period. If the number of Workweeks worked during the Class Period increases by more than 10% (or an additional 1,193 Workweeks), then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 11,931 Workweeks multiplied by the Workweek Value. The Parties agree that the Workweek Value amounts to $29.34 per Workweek ($350,000 / 11,931 Workweeks). Thus, should there be 13,500 Workweeks worked by Class Members during the Class Period, then the Gross Settlement Amount shall be increased by $46,034.46 [(13,500 Workweeks – 11,931 Workweeks) x $29.34 per Workweek].
- Defendant will pay the employer's share of taxes separate and apart from the Gross Settlement Amount.
- Class Members will be paid their *pro rata* share of the class action settlement based on the total number of Qualifying Workweeks[1] worked during the Class Period.

[1] "Qualifying Workweek" means a workweek during which the Class Member was employed by, and worked on one or more days for, Defendant in a non-exempt, hourly position during the Class Period.

- The Settlement Administration costs, estimated not to exceed $6,990.00, will be paid out of the Gross Settlement Amount.
- Class Counsel, Zachary T. Chrzan and Brian Zaghi of Zaghi & Chrzan, LLP, will apply for attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, or $122,500.00, and actual costs, not to exceed $25,000.00, which will be paid out of the Gross Settlement Amount.
- Class Counsel will apply for a service award of $7,500.00 for the Class Representative, which will be paid out of the Gross Settlement Amount.
- "Aggrieved Employees" means all non-exempt, hourly-paid employees who worked for Defendant in California at any time between December 13, 2023, through the February 20, 2026 ("PAGA Period"). The Parties have agreed to allocate $10,000.00 of the Gross Settlement Amount as PAGA penalties, sixty-five percent (65%) or $6,500.00 of which will be paid to the LWDA, and thirty-five percent (35%) or $3,500.00 of which will be distributed to the Aggrieved Employees.
- Aggrieved Employees will be paid their *pro rata* share of the thirty-five percent (35%) of the PAGA Penalties based on the total number of Qualifying Pay Periods.[2]
- Participating Class Members will receive an Individual Settlement Payment, and Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred eighty (180) calendar days. Any checks not cashed, deposited, or otherwise negotiated within the 180-day period shall be canceled, and the funds associated with such checks shall be deemed unpaid, unclaimed, or abandoned cash residue pursuant to Code of Civil Procedure § 384 ("Unpaid Residue"). The Unpaid Residue, with any accrued interest, shall be transmitted by the Settlement Administrator to the Legal Aid Foundation of Los Angeles for use in Los Angeles County, in accordance with Code of Civil Procedure § 384. The Settlement Administrator shall prepare a report regarding the distribution of the Unpaid Residue pursuant to Code of Civil Procedure section 384, which shall be submitted to the Court by Class Counsel along with a proposed amended judgment. Participating Class Members

[2] "Qualifying Pay Period" means a pay period worked by an Aggrieved Employee during which he or she was employed by, and worked on one or more days for, Defendant in a non-exempt, hourly position during the PAGA Period.

and Aggrieved Employees shall nevertheless be bound by the Settlement and the Final Approval Order regardless of whether their settlement payments are negotiated.

- Plaintiff waived all rights under Civil Code § 1542; Class Members did not. The Settlement provides that Participating Class Members waive the protections of Civil Code § 1542 *solely with respect to the Released Class Claims*. This waiver is narrowly limited to claims asserted or that could have been asserted based on the factual allegations in the Operative Complaint and that are expressly released under the Settlement. This limited waiver ensures finality as to the claims resolved in this Action while preserving Class Members' rights as to any unrelated or unpled claims.

<u>The Settlement was Negotiated at Arms-Length and Not Collusive</u>

15. Here, the Settlement was reached following meaningful arms-length negotiations between experienced counsel, informed by Class Counsel's investigation of the facts and applicable law. Pursuant to *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802, Class Counsel conducted significant investigation and analysis to evaluate the strengths and weaknesses of the claims and defenses, including extensive review and expert analysis of a 33%[3] sampling of relevant time and payroll records, as well as applicable policies. The Parties participated in a full-day mediation before Nikki Tolt, Esq., an experienced neutral mediator specializing in complex labor and employment matters. After extensive negotiations, the mediator issued a proposal, which after careful consideration for six (6) days, was accepted by both Parties and formed the basis of the Settlement. In short, the Settlement reflects a reasonable compromise of disputed claims and is fair, reasonable, and adequate in light of the risks, uncertainties, and expense associated with continued litigation, including the risks of motion practice, class certification, trial, and appeal. Moreover, the Settlement was followed by further discussions and coordination to finalize the terms and conditions of the general settlement parameters.

16. Class Counsel recognized the potential risk, expense and complexity posed by

[3] A 33% sample is statistically reliable in this context. The putative class consists of approximately 188 members. At a 90% confidence level, a random sample of 62 class members (33%) yields an approximate margin of error of 9%, which is reasonable for purposes of evaluating liability and damages exposure at the settlement stage.

further litigation. Moreover, litigating Plaintiff's claims—which involve approximately 188 Class Members—would require substantial preparation and discovery, and ultimately would involve the deposition and presentation of numerous additional 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).

<u>The Settlement Amount is Well Within the Range of Reasonableness</u>

17. The Settlement provides significant recovery to Class Members and Aggrieved Employees and easily falls within the range of reasonableness. Class Counsel understand there were 11,931 Workweeks in the Class Period. To assist the Court in evaluating the fairness and adequacy of the Settlement, Class Counsel set forth below an analysis of the claims addressed at mediation, the maximum realistic potential recovery for each claim, and the defenses asserted by Defendant, consistent with *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.

1. <u>Unpaid Wages for Failure to Pay Off-the-Clock Work</u>

18. Class Counsel theorized at mediation, based on narrative evidence of Plaintiff and documents produced by Defendant, that Defendant failed to pay all wages due to Class Members due to a policy and/or practice of: (1) failing to record actual time worked by editing time entries, showing less time than the actual time worked; (2) requiring Class Members to round their time worked, which, at times, was to their detriment; and (3) forcing Class Members to perform tasks off the clock without compensation both before and after their shifts.

19. Class Counsel advanced a theory at mediation that Plaintiff and Class Members worked off-the-clock for approximately ten (10) minutes each shift during. Class Counsel understand, based on Defendant's records, there were approximately 36,461 shifts during the Class Period, 71.4% of which were over eight (8) hours in length, and Class Members had an average hourly rate of pay of $34.01. Thus, one calculation performed by Class Counsel at mediation resulted in **Defendant's exposure for unpaid off-the-clock work in the amount of <u>$346,355.18</u>** [<u>overtime</u> (36,461 shifts x 0.714 shifts over eight hours x 0.17 hours x $34.01 x 1.5 overtime rate) **$225,773.83** + **$120,581.35** <u>minimum wage</u> (36,461 shifts x 0.286 shifts under

eight hours x 0.17 hours x $34.01 x 2 in liquidated damages)].

20. Defendant made the following defenses: (1) it did not require Class Members to work off-the-clock, and they were paid for all time suffered or permitted to work; (2) its policies prohibit off-the-clock work; (3) any theory that off-the-clock work was performed is purely speculative; and (4) any off-the-clock work was voluntary if it occurred, unapproved, and certainly not indicative of a pattern or practice. Additionally, Defendant asserts allegations that Class Members were required to perform work off-the-clock, such as cleaning class rooms or drafting reports, would require individualized inquiries into whether such tasks were performed, under what circumstances, and whether Defendant had knowledge of the work. Thus, Defendant contends that no damages can be recovered, and even if they could, ten (10) minutes unpaid for every single shift worked by Class Members during the Class Period is a wild exaggeration of time spent working off-the-clock.

2. Recovery of Damages for Non-Compliant Meal Periods

21. Class Counsel argued Defendant's meal-period policies were facially non-compliant because they omitted any reference to paying premiums for missed, late, short, or interrupted premiums and fails to mention that meal periods must be "duty-free." Moreover, Class Counsel contended that Defendant (1) rounded meal-period entries in a manner that systematically disadvantaged Plaintiff and Class Members; (2) inserted or fabricated synthetic meal-period entries to conceal violations and avoid liability; and (3) subjected Plaintiff and Class Members to late, missed, or interrupted meal periods.

22. Class Counsel estimated, that 6,755 of the 27,968 (24%) eligible shifts during the Class Period had unique meal break violations. Notably, Defendant issued no rest period premiums throughout the Class Period. Thus, one conservative calculation advanced at mediation by Class Counsel resulted in **Defendant's exposure for non-compliant meal periods in an amount of $229,737.55** (6,755 x $34.01/hour).

23. Defendant asserted the following defenses: (1) it maintained compliant meal-period policies and practices, (2) Class Members took timely and full meal periods, and (3) any instances of non-compliant meal periods was voluntary and contrary to Defendant's policies, would require

individualized inquiries, and therefore would not be suitable for class certification or a manageable trial. Accordingly, Defendant maintains that no amounts are owed and, in any event, that the damages calculated by Class Counsel are excessive.

3. Recovery of Damages for Non-Compliant Rest Periods

24. At mediation, based on Defendant's documents and narrative evidence provided by Plaintiff, Class Counsel theorized that Defendant's rest-period policies throughout the Class Period were non-compliant. Specifically, Class Counsel contended that Defendant's written policy failed to inform Class Members that they were entitled to a rest-period premium of one hour of pay at the regular rate for non-compliant rest periods and failed to state that rest periods must be duty-free. Further, in practice, Plaintiff and Class Members did not receive lawful rest periods, as employees were expected to remain at their desks throughout the workday, available to respond to student questions, phone calls, and administrative tasks. Supervisors did not inform employees of their entitlement to rest periods, and no coverage was provided for their positions, rendering it impracticable for employees to step away even briefly. Thus, Class Counsel contended that rest periods were effectively non-existent, and no rest-period premiums were paid at any time during the Class Period.

25. Based on these contentions, one damages calculation performed by Class Counsel at mediation—assuming a conservative 40% violation rate for rest-eligible shifts—estimated **Defendant's potential exposure for failure to provide compliant rest periods at $496,015.44** (36,461 shifts × 0.40 × $34.01 per hour).

26. Defendant asserts several defenses to this claim: that they maintained compliant rest-period policies and practices and that Class Members took timely and full rest periods. Defendant further argues that any instance in which a Class Member failed to take a compliant rest period was voluntary and contrary to Defendant's policies, would require individualized inquiries, and would not be suitable for class certification or a manageable trial. Defendant also asserts that rest-period claims are difficult to prove because they are not required to be recorded. Thus, Defendant maintains that no amounts are owed on this claim and, in any event, that the damages calculated by Class Counsel are excessive.

4. Wage Statement Violations

27. Class Counsel theorized that Class Members are entitled to recover statutory penalties for Defendant's alleged failure to issue compliant wage statements under Labor Code section 226, subdivision (e). Specifically, Class Counsel contended that Defendant's alleged failure to pay all wages owed—including meal- and rest-period premium wages—had a derivative impact on the accuracy of wage statements under Labor Code § 226. (*Id.*)

28. Under Labor Code § 226, subdivision (e), a non-exempt employee who suffers injury as a result of a knowing and intentional failure to comply with subdivision (a) may recover the greater of actual damages or statutory penalties of fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each subsequent pay period, subject to a $4,000 cap per employee. There were 2,753 pay periods during the relevant statutory period through mediation. Assuming, as alleged, that Class Members worked off the clock and that no premiums were paid, Class Counsel theorized that each wage statement issued during the Class Period would be non-compliant. On that basis, **Defendant's maximum potential exposure for wage-statement penalties was estimated at $275,300** (2,753 pay periods × $100 per pay period).

29. Defendant asserts several defenses to this claim: First, Defendant contends that the wage statements issued to Class Members fully complied with Labor Code § 226 and that, because wages were paid, no derivative penalties are recoverable. Class Counsel also considered the risks inherent in this claim, including the possibility that the underlying wage-and-hour claims might not be certified, that a court could find no cognizable injury even if inaccuracies existed, or that Defendant's conduct was not "knowing and intentional"—each of which is required. The foregoing calculation does not account for the reduced $50 penalty applicable to initial violations or the fact that not all Class Members worked during every pay period, and therefore may not qualify for the statutory maximum penalty.

5. Failure to Reimburse for Business Expenses

30. Class Counsel theorized, based on Defendant's documents and Plaintiff's narrative evidence, that Defendant failed to indemnify Class Members for necessary business expenses, including personal vehicle mileage and work-related personal cell phone use. Class Counsel

contended that Class Members were required to drive between locations to cover shifts, conservatively averaging approximately three miles per workweek, without reimbursement. Class Counsel further contended that Plaintiff and Class Members were required to use their personal cell phones for work-related purposes, including communicating with managers and supervisors and corresponding with students.

31. Thus, one calculation performed by Class Counsel estimated **Defendant's potential exposure for unreimbursed mileage at $17,896.50** (IRS mileage rate of $0.50 × 3 miles × 11,931 workweeks) **and for unreimbursed cell phone expenses at $119,310.00** ($10.00 per workweek × 11,931 workweeks), for a total estimated exposure of **$137,206.50** for failure to reimburse business expenses.

32. Defendant asserts several defenses to this claim: Defendant contend that they reimbursed employees for all necessary business expenses, including mileage and fuel costs, in accordance with their written policies, and that Plaintiff and Class Members were not required to use personal cell phones for work-related purposes. Defendant further argues that any remaining expense-reimbursement claims would require individualized inquiries, rendering the claim unsuitable for class treatment or a manageable trial. Accordingly, Defendant maintains that no amounts are owed on this claim.

6. Waiting Time Penalties

33. Pursuant to Labor Code sections 201, 202, and 203, an employee who is not timely paid all wages due upon separation from employment may recover waiting-time penalties of up to thirty (30) days of wages during the applicable statutory period. Based on Defendant's documents, Class Counsel theorized that Defendant was liable under Labor Code section 203 for waiting-time penalties, based on Defendant's alleged failure to pay all wages due at separation, including compensation in lieu of compliant meal and rest periods.

34. Based on Defendant's records, approximately 110 Class Members were terminated or resigned during the relevant statutory period. Using a full 30-day penalty at an average hourly rate of $34.01 for eight hours per day, one damages calculation performed by Class Counsel at mediation estimated **Defendant's maximum potential exposure for waiting-time penalties at**

$897,864 (110 separated Class Members × $34.01 per hour × 8 hours × 30 days).

35. Defendant asserts several defenses to this claim: Defendant contends that Plaintiff's underlying off-the-clock, meal-period, and rest-period theories lack merit and therefore cannot support derivative waiting-time penalties. Defendant further argues that any failure to pay wages at separation was not "willful" within the meaning of Labor Code section 203, and that waiting-time penalties therefore are not recoverable. Accordingly, Defendant maintains that no waiting-time penalties are owed.

7. Additional Released Class Claims

36. Class Counsel also evaluated the additional Released Class Claims—including potential claims under Labor Code sections 201-205.5, 210, 212–213, 218.6, 221, 223, 226.3, 226.7, 227.3, 245 *et seq.*, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1199, 2802, 2810.3, and 2810.5, as well as the applicable Wage Order provisions and UCL predicate statutes. That investigation did not identify evidence of systemic, classwide violations supporting additional recovery beyond the theories discussed above. Nevertheless, because these statutory theories could plausibly have been asserted or further developed from the same factual nucleus through additional discovery, the Settlement includes them in the release to provide comprehensive finality as to all claims that were asserted or reasonably could have been asserted in this Action, without increasing the settlement consideration or reducing Class Members' recovery.

8. PAGA Penalties

37. There were approximately 2,753 pay periods during the PAGA Period. Plaintiff's claims under PAGA are substantially similar to the claims described above. PAGA provides for civil penalties for initial violations and, in certain circumstances, higher penalties for subsequent violations. Defendant contends that only initial-violation penalties apply here, rather than the subsequent-violation penalties initially assumed by Class Counsel. Thus, because Class Counsel's investigation and discovery did not establish that Defendant was ever previously cited or otherwise formally notified of violations of the Labor Code provisions alleged in the PAGA Notice and claims, Class Counsel adjusted the PAGA exposure model to apply only initial-

violation penalties. Class Counsel believes it is reasonable and appropriate to estimate Defendant's maximum potential exposure for PAGA penalties as follows.

38. Overtime Violations: Labor Code § 558 provides civil penalties of $50 for initial violations and $100 for subsequent violations. Applying the initial violation rate to all pay periods, and assuming a violation in every pay period during the PAGA Period, Class Counsel calculated a maximum potential exposure of **$137,650** (2,753 pay periods × $50).

39. Minimum Wage Violations: Labor Code § 1197.1 authorizes civil penalties of $100 for initial violations and $250 for subsequent violations. Using the initial-violation rate, and assuming a violation in every pay period during the PAGA Period, Class Counsel calculated a maximum potential exposure of **$275,300** (2,753 pay periods × $100).

40. Meal Period Violations: Labor Code § 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using initial-violation rates and assuming a violation in every pay period during the PAGA Period, Class Counsel calculated a maximum potential exposure of **$137,650** (2,753 pay periods × $50).

41. Rest Period Violations: Labor Code § 558 provides penalties of $50 for initial violations and $100 for subsequent violations. Using the initial-violation rate and assuming a violation in every pay period during the PAGA Period, Class Counsel calculated a maximum potential exposure of **$137,650** (2,753 pay periods × $50).

42. Waiting Time Penalties: Labor Code section 2699 authorizes penalties of $100 for initial violations and $200 for subsequent violations. Because waiting-time violations arise only upon separation from employment, a 100% violation rate would generally result in one violation per separated employee. Defendant's data reflect that approximately 45 Aggrieved Employees separated during the PAGA Period. Using the initial-violation rate, Class Counsel calculated a maximum potential exposure of **$4,500** (45 Aggrieved Employees × $100).

43. 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 in the PAGA Period, this amounts to a maximum exposure of **$275,300** (2,753 pay periods x $100).

44. Failure to Reimburse Work Expenses: Labor Code § 2699 would be the appropriate penalty for failure to reimburse work expenses, which prescribes penalties of $100 for initial violations and $200 for subsequent violations. 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 **$275,300** (2,753 pay periods x $100).

45. Class Counsel also evaluated the additional Released PAGA Claims—i.e., Labor Code §§ 96, 98.6, 98.7, 1102.5, 1174, 1174.5, 1198.5, 232, 232.5, 432 *et seq.*, 6401 *et seq.*, 6432, 3366, and 8397.4, and under California Business and Professions Code sections 16600 *et seq.*, 16700 *et seq.*, and 17200 *et seq.*, as well as Government Code section 12952 and the applicable Wage Order provisions. That investigation did not identify evidence supporting systemic, classwide violations warranting additional PAGA penalties beyond the core theories addressed above. Nevertheless, because these statutory theories could plausibly have been asserted or further developed from the same factual nucleus through additional discovery, the Settlement includes them in the PAGA Release to provide comprehensive finality as to all PAGA civil-penalty claims that were asserted or reasonably could have been asserted based on the facts alleged in the Operative Complaint and/or PAGA Notice, without increasing the settlement consideration.

46. In sum, Class Counsel estimated a total maximum exposure for PAGA violations (assuming a 100% violation rate every pay period and no reduction of any penalties) to be **$1,243,350.**

47. Defendant contends that no PAGA penalties are likely to be awarded and, even if they were, the maximum exposure calculated is vastly overstated. Defendant argues 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 award civil penalties under PAGA where, as here, there is no conduct shown by Plaintiff that would show any "knowing" or "intentional" misconduct.

48. Class Counsel maintain that it is possible to recover subsequent violation rate for penalties, that stacking is permissible, and that there is no manageability requirement under PAGA (*Estrada v. Royalty Carpet Mills, Inc.*). Class Counsel believe a 90% discount of this claim to be reasonable, resulting in a valuation of **$124,335** as a reasonable estimate of the likelihood of what Plaintiff may recover at trial for PAGA penalties ($1,243,350 x .10).[4]

CONCLUSION

49. When including derivative penalties and discretionary PAGA penalties, Class Counsel theorized Defendant's maximum exposure to be approximately **$2,506,813.67**. In all, Class Counsel obtained a Gross Settlement Amount of **$350,000**. In light of the obstacles to class certification, risks related to liability, issues with manageability at trial, the discretionary nature of PAGA penalties, and the case law regarding fair, reasonable, and adequate settlements, the Settlement is fair, reasonable, adequate, and in the best interest of Class Members.

The Proposed Attorneys' Fees and Costs are Reasonable

50. Class Counsel seek attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which would amount to $122,500.00. Class Counsel also seek reimbursement of costs not to exceed $25,000.00. The requested fees fall well within the historical range of attorney's fees awards under the common fund theory, which is generally from 25% to 50%. The requested fee is fair compensation for undertaking complex, risky, expensive and time-consuming litigation on a contingent fee basis.[5]

51. Thus, the Court should preliminarily approve the requested attorneys' fees and costs, which are justified by the results achieved, the complexity of the issues, the difficulty of the

[4] The allocation of $10,000.00 to resolve the PAGA claims is fair and reasonable. PAGA penalties are discretionary, subject to reduction, and intended primarily to vindicate the State's interests rather than provide full compensatory relief. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) In light of risks of continued litigation, the relatively limited PAGA exposure, and the fact that Aggrieved Employees also recover through the class settlement, the agreed-upon allocation reflects a reasonable compromise that adequately serves PAGA's enforcement and deterrent purposes.

[5] Per *Mark v. Spencer* (2008) 166 Cal.App.4th 219, Class Counsel has entered into a joint prosecution and fee-sharing agreement governing the division of any attorneys' fees awarded in this Action. Plaintiff was advised of the arrangement in writing, provided a copy of the agreement, and gave informed written consent after having the opportunity to ask questions. The fee division does not increase the total attorneys' fees sought or affect Plaintiff's recovery.

case and the great risks undertaken by Class Counsel. The requested attorneys' fees will not be opposed by Defendant and are well within established guidelines.

The Requested Enhancement Award to the Class Representative Is Reasonable

52. Plaintiff is entitled to an enhanced award for her 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. Plaintiff risked intrusive discovery and the payment of employer costs. Class Counsel seek an enhancement of $7,500.00 to Plaintiff for her service.

53. In the experience of Class Counsel, the typical enhancement award in wage and hour class actions ranges from approximately $5,000.00 to $15,000.00, although some awards are higher. Thus, the extremely limited enhancement of $7,500.00 to Plaintiff, for her service, is reasonable.

Conditional Certification for Settlement Purposes

1. Ascertainability

54. Here, the Class Members definition (*i.e.*, all non-exempt, hourly-paid employees who performed work for Angeles College, in California at any time during the Class Period) is derived from the Second Amended Complaint, which complains of alleged violations of Labor Code sections that are chiefly and, in some instances, solely applicable to non-exempt employees of Defendant Angeles College. There is no difficulty ascertaining who is a Class Member based on the above-described definition as it is readily apparent to all involved who is a non-exempt employee who worked in California for Defendant Angeles College during the Class Period, based solely from Defendant's payroll records, which amounts to approximately 188 persons.

2. Numerosity

55. Based on payroll records produced by Defendant, the proposed Class includes at least 188 members, which is more than sufficient to satisfy the numerosity requirement.

3. **Community of Interest**

56. Class Members were employed by Defendant in non-exempt, hourly positions in

California during the Class Period and were subject to the same policies and practices. The central questions—e.g., whether Defendant failed to pay all wages owed, failed to provide compliant meal and rest periods, and failed to pay required premiums—are common and predominate over any individualized issues. Because the claims are based on standard policies and practices applicable to all Class Members, their resolution will turn on common proof, establishing a strong community of interest supporting conditional certification for settlement purposes.

4. Typicality

57. Plaintiff's claims are typical of the Class because Plaintiff, like all Class Members, was employed by Defendant in a non-exempt, hourly position and alleges injury arising from the same challenged practices, including failure to pay for all time suffered or permitted to work and failure to pay required premium wages for non-compliant meal and rest periods.

5. Adequacy of Plaintiff

58. No conflicts exist between Plaintiff and the Class. Plaintiff alleges she was harmed by the same uniform employment practices challenged on behalf of the Class. Plaintiff's interests are therefore fully aligned with those of absent Class Members, and she has every incentive to vigorously prosecute the Action and maximize recovery for the Class as a whole.

6. Adequacy of Zachary T. Chrzan

59. As set forth below, Class Counsel in this matter consists of an experienced class action attorney, has been appointed as class counsel in other class actions, and has a successful "track record" in litigating class actions.

7. Superiority of Class

60. With at least 188 Class Members, 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.

Class Counsel are Experienced Class Action Litigators

61. Class Counsel is an experienced class action attorney, has been appointed as class counsel in other class actions, and has a successful track record in litigating class actions.

62. I graduated with a Bachelor of Science degree from Indiana University in 2015.

63. I received my juris doctor from Michigan State University College of Law in 2019.

64. I was admitted to practice law in the State of California in December 2019 and have continuously practiced as a plaintiff-side attorney since that time.

65. For several years, I practiced at Clarkson Law Firm, P.C., a well-known plaintiff-side boutique with a national practice devoted to complex class action litigation. While at Clarkson, my practice focused almost exclusively on representing plaintiffs in class actions.

66. In that role, I managed and litigated a substantial caseload of class actions, participated in numerous mediations and high-stakes settlement negotiations, drafted and opposed dispositive and class-related motions—including motions for class certification, motions for summary judgment, and motions to dismiss—argued motions before state and federal courts, conducted written discovery, and took and defended both fact and expert depositions.

67. I also practiced as an attorney at Bibiyan Law Group, P.C. for over a year, where my practice was devoted exclusively to representing plaintiffs, with a primary focus on wage-and-hour class and representative actions. In that role, I litigated and managed dozens of wage-and-hour class actions at various procedural stages, including case evaluation, pleading, discovery, class certification, mediation, and settlement. I also managed a team of five (5) lawyers.

68. In August 2025, I co-founded Zaghi & Chrzan, LLP, a plaintiff-side litigation firm dedicated to representing employees in complex disputes against employers, with a particular focus on wage and hour class and representative actions.

69. My firm has the experience, resources, and means necessary to allow us to provide adequate representation as Class Counsel to all class members in this litigation.

70. I have served as Class Counsel for numerous class actions filed in state and federal courts in California and have been appointed Class Counsel by the Superior Court of California in the past for purposes of certifying a class. In other cases, I have served in the capacity of Class Counsel throughout the litigation, including investigation, discovery, mediation, motion practice, and settlement stages. Examples of actions in which I have supervised, served as, or been appointed Class Counsel include, without limitation:

- *Hightree v. Amplify Ltd.*, Case No. 20CV01532, California Superior Court, County of Santa Barbara, Honorable Thomas P. Anderle, presiding.
- *Hezi, et al. v. Celsius Holdings Inc.,* Case No. 1:21-CV-9892-JHR, United States District Court for the Southern District of New York, Honorable Jennifer H. Rearden, presiding.
- *Chan v. Panera.*, Case No. 23STCV09024, California Superior Court, County of Los Angeles, Honorable William F. Highberger, presiding.
- *Arnett v. Traditions Health LLC., et al.*, Case No. CVRI2305219, Riverside Superior Court, Honorable Harold W. Hopp, presiding.
- *Easton v. Sunset Tower Management, LLC, et al.*, Case No. 22STCV34112, Los Angeles Superior Court, Honorable Laura A. Seigle, presiding.
- *Kim v. Barefoot Dreams, Inc., et al*., Case No. 23STCV03111, California Superior Court, County of Los Angeles, Honorable Judge Theresa M. Traber, presiding.
- *Rigsby v. Reyes Coca-Cola Bottling, LLC.*, Case No. 23CV010356, California Superior Court, County of Sacramento, Honorable Lauri A. Damrell, presiding.

71. Currently, my firm is acting as counsel in dozens of other wage and hour class actions and representative PAGA actions.

72. After a thorough investigation and settlement discussions, Class Counsel arrived at terms that they viewed was in the best interest of both the class members and the parties.

73. Should the Court refuse to grant preliminary approval of this Settlement, many of the Class Members may be denied any recourse for Defendant's alleged violations.

74. For these reasons, as well as the reasons provided in the declarations concurrently filed, Class Counsel are sufficiently experienced and qualified to evaluate the class members' claims and viability of Defendant's defenses.

75. As further set out in the declarations concurrently filed, the settlement presented here only resulted after having engaged in extensive informal and formal discovery and investigation, and is the product of extensive arm's-length negotiations.

76. I believe, based on my experience as class counsel, that the Settlement is fair,

reasonable, adequate and in the best interests of class members.

77. The parties have agreed to use APEX Class Action Administrators. ("APEX" or "Settlement Administrator"), an experienced Settlement Administrator, to administer the settlement.

78. Class Counsel have no interest in or conflict with the settlement administrator, APEX Class Administrators.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this January 16, 2026, at Los Angeles, California.

/s/ *Zachary T. Chrzan*
Zachary T. Chrzan