

FILED

2024 MAR 11 PM 2:11

STEPHANNE BOHRER, CLERK

BY [Signature] DEPUTY

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Brittany V. Berzin (Cal. State Bar No. 325121)
4 **Shimoda & Rodriguez Law, PC**
5 9401 East Stockton Boulevard, Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733

9 Attorneys for Plaintiffs ROSEMERI AROSEMENA,
10 MARIA RETANA and MARGARITA MEDINA

11 **SUPERIOR COURT OF CALIFORNIA**

12 **FOR THE COUNTY OF SACRAMENTO**

13 ROSEMERI AROSEMENA, MARIA
14 RETANA, and MARGARITA MEDINA, as
15 individuals and on behalf of all others
16 similarly situated,

17 Plaintiffs,

18 vs.

19 RANCHHODRAI INC., a California
20 Corporation; KANJIBHAI PATEL, an
21 individual; CHAMP PATEL, an individual;
22 and DOES 1 to 100, inclusive,

23 Defendants.

Case No. STK-CV-UOE-2019-15963

CLASS ACTION

**DECLARATION OF BRITTANY V. BERZIN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: April 5, 2024

Time: 9:00 a.m.

Dept.: 10A

Judge: Hon. George J. Abdallah, Jr.

Filed: December 2, 2019

FAC Filed: February 26, 2020

SAC Filed: October 19, 2020

Trial Date: None Set

FILE BY FAX

1 I, Brittany V. Berzin, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiffs Rosemeri Arosemena, Maria Retana and Margarita
4 Medina (“Plaintiffs”) herein. I am making this declaration on behalf of the named Plaintiffs, the
5 putative class members, and in support of Plaintiffs’ Motion for Preliminary Approval of Class Action
6 and PAGA Settlement (“Motion”). A true and correct copy of the Joint Stipulation Regarding Class
7 Action and PAGA Settlement and Release (“Agreement”) in this matter is filed with this Motion as
8 Exhibit A.

9 2. This case was brought as a wage and hour class action based on Plaintiff’s contention
10 that Defendants Rachhodrai, Inc., Kanjibhai Patel and Champ Patel (“Defendants”) failed to pay
11 overtime wages, failed to pay minimum wages, failed to provide meal and rest period, failed to provide
12 accurate wage statements, failed to timely pay final wages, and failed to reimburse expenses. Plaintiffs
13 also alleged liability for civil penalties under the Private Attorneys General Act (“PAGA”). These
14 claims were based allegations that Defendants violated California law by 1) failing to pay overtime
15 premiums for all overtime hours worked; 2) automatically deducting 30 minutes for meal periods not
16 received; 3) failing to provide all meal periods; 4) failing to provide all rest periods; 5) failing to pay
17 reimbursements for business expenses, such as cleaning supplies; and 6) failing to have the correct
18 address on its wage statements. The PAGA, waiting time penalty, and unfair competition claims also
19 derive from these violations.

20 3. Plaintiff is the only named representative in this matter. From our initial investigations
21 of Plaintiffs’ claims and documents, we believed these claims had merit and could be maintained as a
22 class action. We filed the action on or about December 2, 2019. Plaintiff Rosemeri Arosemena
23 exhausted administrative remedies through the Labor and Workforce Development Agency (“LWDA”)
24 prior to amending the Complaint to add a PAGA claim. Plaintiff Rosemeri Arosemena filed a notice
25 with the LWDA on November 25, 2019, setting forth the facts and theories of liability. A true and
26 correct copy of the operative notice filed with the LWDA is being filed with this Motion as Exhibit C.
27 Copies of the notices were also sent to Defendants via certified mail and the \$75.00 filing fee was
28 remitted to the LWDA at that time. There was no response by the LWDA regarding its intent to

1 investigate the claims alleged in Plaintiff's notice for more than 65 days. As such, Plaintiff Rosemeri
2 Arosemena became authorized to commence a civil action under the PAGA and filed a First Amended
3 Complaint on February 26, 2020. A Second Amended Complaint was filed on October 19, 2020 to add
4 named Plaintiffs Maria Retana and Margarita Medina. A true and correct copy of Plaintiffs' operative
5 Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was uploaded to the
6 LWDA, after we received an endorsed copy back from Court.

7 4. The Court granted Plaintiffs' motion for class certification on November 14, 2022. A
8 true and correct copy of the Court's Order is being filed with this Motion as Exhibit H.

9 5. Defendants are represented in this matter by Sekhon Law. From the beginning,
10 Defendants have contested the merits of this case, the manageability of the case at trial, and Plaintiffs'
11 ability to prove a violation in each pay period for each employee among other defenses and contentions
12 they made challenging the propriety of this action. Defendants further contended, even assuming there
13 was a finding supporting the imposition of PAGA penalties, that the Court would likely exercise its
14 discretion to substantially reduce any such penalties owed based on evidence of good faith attempts to
15 comply with California Labor Code obligations by Defendants. Notwithstanding its agreement to settle
16 this matter, Defendants believe the practices Plaintiffs are contending are unlawful either do not exist
17 or, to the extent they do exist, fully comply with all state and federal employment laws with respect to
18 Plaintiff and Class Members. For instance, Defendants contend they communicated to Class Members
19 that lunches and breaks were available and contend that they supplied Class Members with any
20 cleaning supplies they needed for work. Defendants also contend that in July 2020 they changed their
21 practices to ensure all overtime premiums were paid to Class Members.

22 6. Based on the expected testimony from Plaintiffs and Class Members, a review of
23 Defendants' policies and procedures and other documents relating to the alleged claims, information on
24 the number of Class Members, Class Members' dates of employment, Class Members' time and payroll
25 data, the scope of the potential damages to Plaintiffs and Class Members in light of the claims alleged,
26 and the negotiations that have taken place, I believe that the proposed settlement is in the best interest of
27 the class. Defendants' financial condition was also considered. Ranchhodrai, Inc. ceased operations in
28 2022 and Defendants claimed that any settlement would create a financial hardship and may necessitate

1 filing for bankruptcy. The length and risks of trial and other normal perils of litigation that impact the
2 value of the claims were also considered and weighed in reaching the Agreement. In addition, I
3 carefully considered the difficulties of complex litigation, and the lengthy process of establishing
4 specific damages and various possible delays and appeals in agreeing to the proposed settlement. I
5 further considered the fact that penalties under the PAGA could be substantially cut at the discretion of
6 the Court even if Plaintiffs were successful on proving those claims and there was risk that a Court could
7 find no willfulness in the failure to pay wages at separation, which would eliminate the value of the
8 waiting time penalty claim entirely. Overall, I believe it is more beneficial to secure a guaranteed
9 benefit to the class now rather than to proceed with litigation and potentially obtain zero funds to the
10 class due to financial, legal or factual issues in the case.

11 7. My office, including the partners Galen T. Shimoda and Justin P. Rodriguez, our
12 paralegal, and myself, along with Plaintiffs' assistance, thoroughly investigated the merits of the claims
13 and potential damages for such claims. The parties engaged in discovery and exchange of documents,
14 including employee data, such as timecards, paystubs, payroll data and relevant policies for the entirety
15 of the statute of limitations applicable to the alleged claims. The discovery covered all aspects of the
16 asserted claims, including certification issues, merits issues, damages, the scope and configuration of
17 Class Members, the content and implementation of the wage and hour policies at issue, and issues
18 relating to manageability concerns at trial. From this production we were able to determine information
19 critical to a reliable damages analysis such as the average hourly rate, average daily hours worked,
20 average number of workweeks and pay periods that had potential violations based on the asserted
21 claims, the frequency with which violations occurred in a given week and/or pay period, and the number
22 of former employees. This information allowed my office to assess both liability and damages and
23 create an accurate damages model. Plaintiffs assisted in all aspects of this litigation including providing
24 factual information relating to Plaintiffs' and Class Members' employment conditions, providing a
25 substantial number of documents, and answering questions regarding Defendants' factual contentions in
26 this matter. This was important because it directly related to our ability to maintain this case as a class
27 action and our ability to obtain a favorable settlement for the class.

1 8. Throughout this litigation our office had numerous communications with Defendants'
2 Counsel discussing our respective positions. The parties engaged in mediation on July 22, 2020 using
3 an experienced mediator, Hon. Lesley Holland (Ret). However, the case did not settle at mediation and
4 required continued litigation and negotiations lasting several years. The negotiations were at all times
5 contentious and adversarial, though still professional in nature.

6 9. The parties reviewed and analyzed substantial amounts of data regarding the class
7 claims. Based on our analysis and review of all relevant documents and Class Member information, I
8 have determined that the maximum damages for the asserted class claims is approximately
9 \$1,021,282.20, which includes civil penalties under the PAGA. The likely exposure for PAGA
10 penalties is approximately \$188,677.25 based on the counts alleged to the LWDA and the class data.
11 Based on our research, we did not find any prior labor commissioner or court decisions that stated
12 Defendants' practices and/or policies were improper. As such, a "subsequent violation" may not be
13 found for penalty calculation purposes and the exposure analysis here is based on an "initial violation"
14 valuation being adopted by any fact finder if this matter went to trial.

15 10. However, I believe the PAGA penalties in this case may be reduced due to the fact that
16 the penalties would be in addition to amounts owed for substantive violations. Furthermore, a Court
17 may find Defendants' testimony regarding the policies they had in place and documents reflecting their
18 policies demonstrates a good faith attempt at compliance that merits the reduction of civil penalties.
19 Courts regularly cut civil penalties on PAGA claims where statutory penalties for the same violations
20 are assessed as well. Courts are statutorily authorized to use discretion to reduce penalties and the
21 range of discretion used varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203
22 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS
23 154590, *9 (C.D. Cal. 2011) (82% reduction). Thus, civil penalties may be cut to approximately
24 \$33,961.91 (82% reduction) or lower given the derivative recovery. Taking this into account, the likely
25 recovery if Plaintiff was successful at trial on proving all the substantive class damages plus civil
26 penalties after a reduction of the PAGA penalties would be approximately \$866,566.85. Taking this
27 into account, Plaintiffs' \$135,000 gross recovery under the Agreement represents approximately 15.6%
28 of the maximum likely value in this matter. After deducting from the Gross Settlement Amount the

1 proposed allocations for attorneys' fees and costs, any Enhancement Payment to the Class
2 Representative, Claims Administrator Costs, and the PAGA Payment, the net recovery under the
3 Agreement represents approximately 3% of the maximum likely value in this matter. The average net
4 award is approximately \$559.78. I believe the Agreement represents a reasonable compromise of
5 claims based on the legal and factual disputes in this case as well as Defendants' financial condition
6 and the possibility of Defendants filing for bankruptcy. The ability to secure a guaranteed settlement
7 now and ensure Class Members receive some compensation, rather than proceed to further litigation
8 and potentially recover nothing, was a motivating factor in reaching this Agreement.

9 11. In agreeing to represent Plaintiffs and take on the case for all Class Members, our office
10 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
11 settlement or judgment should we recover a monetary amount. We took a risk that we would not
12 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
13 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
14 make sure employees are able to find affordable representation in order to ensure that employers are
15 complying with all their legal obligations towards employees and paying employees all their hard-
16 earned wages.

17 12. I am a Senior Associate at Shimoda & Rodriguez Law, PC. Our law firm is a boutique
18 law practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
19 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Psychology. I
20 received my J.D. from the University of the Pacific McGeorge School of Law. I joined Shimoda &
21 Rodriguez Law, PC as a law clerk in February 2015 where I gained civil litigation experience working
22 on individual, class action and PAGA employment cases throughout law school. I also participated in
23 an employment law clinic in 2015 and 2016 that helps low-income workers by providing free legal
24 consultations, advising employees of their legal remedies on a variety of matters (*e.g.*, wage and hour,
25 discrimination/harassment, California leave laws, unemployment, workers' compensation, retaliation,
26 and wrongful termination, etc.) under the supervision of an attorney, preparing wage claims, and
27 providing representation in wage claims before the California Labor Commissioner. From 2016-2017,
28 I completed an externship at the Federal Public Defenders Office as a Certified Law Student where I

1 obtained discovery, completed legal research, drafted motions, negotiated plea deals, represented
2 clients in a variety of hearings (*e.g.*, arraignments, motion hearings, sentencing hearings, etc.), and
3 defended a client against five misdemeanor charges in a jury trial in the United States District Court for
4 The Eastern District of California. I was also a member of the nationally recognized McGeorge Mock
5 Trial Team and went on to coach a high school Mock Trial team in 2018 after graduating from law
6 school. In May 2017, I graduated from the University of the Pacific, McGeorge School of Law with
7 Great Distinction and was inducted into the Order of the Coif, graduating in the top 10% of my class. I
8 received the Witkin Award for Academic Excellence in Legal Research and Writing, Civil Procedure,
9 Bankruptcy, and Criminal Procedure. From 2020 to present, I have been recognized as a Super
10 Lawyer (Rising Star). I have been a member of the executive committee of the Sacramento County Bar
11 Association Labor & Employment Section since January 2020, serving as Co-Chair of the committee in
12 2021. I have over seven years of experience working on civil litigation and employment law matters.
13 Most of that experience has been specific to analyzing and litigating wage and hour claims. As an
14 associate, I have worked on a variety of individual, class action, and PAGA cases involving wage and
15 hour claims, such as failure to pay overtime, failure to pay minimum wages, failure to provide meal and
16 rest periods, failure to pay reimbursement expenses, unlawful deductions, failure to keep accurate time
17 records, failure to provide paid sick leave, failure to pay all wages upon separation, unfair competition,
18 breach of contract, independent contractor misclassification, and salaried misclassifications. Some of
19 the class action and/or PAGA cases I am litigating and/or have litigated as lead or co-counsel include
20 the following:

- 21 • *Arosemena v. Ranchhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin
22 Sup. Ct.);
- 23 • *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- 24 • *Balli v. Brown Box Investments, Inc., et al.*, Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- 25 • *Barkhousen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin
26 Sup. Ct.);
- 27 • *Barrios v. American Property Management, Inc.*, Case No. 1:18-cv-00352-AWI-SKO (E.D.
28 Cal.);

- 1 • *Callahan v. Creative Alternatives, Inc., et al.*, Case No. 2027518 (Stanislaus Sup. Ct.);
- 2 • *Collazo v. T.O.P. Marketing Group, Inc.*, Case No. 34-2022-00314092 (Sac. Sup. Ct.);
- 3 • *Cristobal v. BAT Residential Services, Inc.*, Case No. FCS056331 (Solano Sup. Ct.);
- 4 • *Coronado v. MGD, Inc.*, Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.);
- 5 • *Estrada v. MAD Security Services, Inc.*, Case No. 34-2021-00300627 (Sac. Sup. Ct.);
- 6 • *Ferreira v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 7 • *Finance of America Wage And Hour Cases*, Case No. JCCP 5081 (Orange County Sup. Ct.);
- 8 • *Gomez, et al. v. Kleary Masonry, Inc.*, Case No. 34-2020-00278067 (Sac. Sup. Ct.);
- 9 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- 10 • *Gordon, et al. v. Hospice Source, LLC*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 11 • *Green v. Warden Security Associates, Inc.*, Case No. 22CV396140 (Santa Clara Sup. Ct.);
- 12 • *Hampton v. Unlimited Security Specialists, Inc.*, Case No. CV2021-2130 (Yolo Sup. Ct.);
- 13 • *Hercules, et al. v. Maximus Services, LLC*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- 14 • *Insixiengmay v. Hyatt Corporation*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal);
- 15 • *Kurtz v. Perimeter Security Group, LLC, et al.*, Case No. CU19-083650 (Nevada Sup. Ct.);
- 16 • *Leong-Call v. MRB Foods, Inc.*, Case No. 34-2020-00287486 (Sac. Sup. Ct.);
- 17 • *Magat v. Medical Care Professionals, Inc., et al.*, Case No. SCV0042579 (Placer Sup. Ct.);
- 18 • *Mayorga v. Brown Strauss, Inc.*, Case No. STK-CV-UOE-2020-0010906 (San Joaquin Sup.
19 Ct.);
- 20 • *McGhee v. Salute Incorporated*, Case No. 34-2022-00315317 (Sac Sup. Ct.);
- 21 • *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- 22 • *Meals v. Grass Valley Extended Care, Inc., et al.*, Case No. CU19-083606 (Nevada Sup.
23 Ct.);
- 24 • *Munoz v. Wilmor And Sons Plumbing And Construction*, Case No. 34-2021-00306609 (Sac.
25 Sup. Ct.);
- 26 • *Ruiz v. CTE Cal, Inc.*, Case No. 34-2020-00289168 (Sac. Sup. Ct.);
- 27 • *Saavedra, et al. v. SMF Global, Inc.*, Case No. 34-2018-00243363 (Sac. Sup. Ct.);
- 28 • *Scarano v. J.R. Putman, Inc., et al.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);

- 1 • *Scoggins, et al. v. Energy Star Construction, Inc.*, Case No. 34-2018-00243048 (Sac. Sup.
- 2 Ct.);
- 3 • *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.);
- 4 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 5 • *Tracy v. Von Housen's Sacramento, Inc.*, Case No. 34-2020-00282778 (Sac. Sup. Ct.);
- 6 • *Uribe v. Ecoguard Pest Management, Inc.*, Case No. 34-2021-00300650 (Sac. Sup. Ct.);
- 7 • *Vasquez v. Chriswell Home Improvements, Inc.*, Case No. 34-2021-00305938 (Sac. Sup.
- 8 Ct.);
- 9 • *Villarruel, et al. v. General Produce Company, et al.*, Case No. 34-2021-00311463 (Sac.
- 10 Sup. Ct.);
- 11 • *Walker v. Yan Kalika Dental Corporation*, Case No. 34-2021-00305106 (Sac. Sup. Ct.); and
- 12 • *Webb v. Professional Healthcare At Home, LLC*, Case No. FCS055317 (Solano Sup. Ct.).

13 13. The preceding list of cases does not include those where, for a variety of reasons, the
14 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end
15 of the case.

16 14. The partner, Justin P. Rodriguez, Esq. also worked with me on this matter and was
17 critical in assisting with all aspects of the litigation of this case. Mr. Rodriguez attended and graduated
18 college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the Departmental Citation for
19 Academic Achievement in the Philosophy program. He was one of only two recipients of this award
20 out of the entire Philosophy Department. After U.C. Davis, Mr. Rodriguez attended the University of
21 the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris Doctorate. He
22 graduated in the top 20% of his class and was a member of the Traynor Honor Society at McGeorge.
23 Other academic achievements of his include receiving a Witkin Award (top grade) in his legal research
24 and writing course, a Witkin Award in complex civil litigation, being a member of the Dean's List from
25 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from 2009–2010, being
26 an Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal*
27 from 2010–2011, and being selected as a Sacramento County Bar Association Diversity Fellow in
28

1 2009. Mr. Rodriguez was also a member of the Employment and Labor Law Society and an officer for
2 the Latino Law Students Association from 2009 to 2010.

3 15. Mr. Rodriguez was an associate of the Shimoda Law Corp from 2011 to 2016 and
4 became a partner in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022.
5 Since 2017, he has received an AV Preeminent rating from Martindale-Hubbell for his legal ability and
6 ethical standards. From 2018 to present, he has been recognized as a Super Lawyer (Rising Star). Mr.
7 Rodriguez has been a panel speaker and presented a number of seminars covering issues wage and hour
8 litigation in general and complex class and PAGA litigation in particular. These engagements include
9 the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California
10 (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense
11 Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers
12 Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any
13 Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging Trends and
14 Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World (Sacramento
15 County Bar Assoc., Nov. 2022). Mr. Rodriguez was elected to the Sacramento County Bar Association
16 Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive
17 committee for 2022. Mr. Rodriguez has also been a member of the Presiding Judge Civil Law
18 Advisory Committee for Sacramento County Superior Court since August 2020. His practice focuses
19 on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor
20 Standards Act ("FLSA") claims. He is actively involved in most of the complex litigation handled by
21 our firm. Class and/or PAGA actions he has litigated or is currently litigating include, but is not limited
22 to, the following:

- 23 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 24 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 25 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 26 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 27 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
28 (San Joaquin Sup. Ct.);

- 1 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 2 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 3 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
- 4 Sup. Ct.);
- 5 • *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
- 6 Ct.);
- 7 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 8 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
- 9 00271174 (Sac. Sup. Ct.);
- 10 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
- 11 Ct.);
- 12 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
- 13 Ct.);
- 14 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 15 Sup. Ct.);
- 16 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 17 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 18 Ct.);
- 19 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 20 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 21 00209613 (Sac. Sup. Ct.);
- 22 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 23 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
- 24 00222101 (Sac. Sup. Ct.);
- 25 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 26 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 27 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 28 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);

- 1 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- 2 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup.
- 3 Ct.);
- 4 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 5 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 6 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 7 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 8 • *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- 9 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 10 • *Hellum v. A1 Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- 11 • *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- 12 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- 13 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 14 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 15 • *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- 16 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 17 • *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- 18 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 19 • *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 34-2019-00263185
- 20 (Sac. Sup. Ct.);
- 21 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 22 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 23 • *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 24 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 25 00082201 (Sac Sup. Ct.);
- 26 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 27 • *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- 28 • *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);

- 1 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 2 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 3 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 4 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. 34-2017-00211553 (Sac.
5 Sup. Ct.);
- 6 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- 7 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

8 16. The preceding list of cases does not include those where, for a variety of reasons, the
9 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end
10 of the case.

11 17. The partner, Galen T. Shimoda, Esq. also assisted with this case. Mr. Shimoda
12 graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in
13 Asian Studies, with a minor in Japanese language. He then attended and graduated from the University
14 of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from
15 McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor
16 Society. Since graduating from McGeorge, he has authored a number of employment law articles for
17 journals and regularly publishes articles on our firm's website.

18 18. He has been a regular panel speaker for the CEB (Continuing Education of the Bar)
19 Employment Review seminars from 2014 to the present. His speaking engagements include the
20 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual
21 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the
22 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
23 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
24 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
25 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
26 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
27 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
28 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour

1 Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance
2 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
3 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
4 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
5 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
6 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -
7 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);
8 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
9 Venue Roundup (May 17, 2019). He has been AV rated by Martindale Hubbell since 2013, was
10 recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a
11 Super Lawyer from 2014 to present.

12 19. He has practiced law in California since being admitted to the State Bar in 2003,
13 litigating wage and hour class actions and individual wage and hour litigation among other cases. He
14 began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe LLP.
15 He then switched to plaintiff class action work in 2005. His class action experience is in wage and hour
16 law. He has litigated several class action cases in California State and Federal Courts, including up to
17 certification, settlement, preliminary and final approval, and disbursement of monies, and has been
18 found to be satisfy the adequacy requirements for class counsel. Some of the class action and/or PAGA
19 cases he is litigating and/or has litigated as lead or co-counsel over the past nineteen (19) years include,
20 but are not limited to, the following:

- 21 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 22 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 23 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 24 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 25 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 26 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 27 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 28 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);

- 1 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
2 Sup. Ct.);
- 3 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 4 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
5 Ct.);
- 6 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
7 Ct.);
- 8 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
9 Sup. Ct.);
- 10 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 11 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
12 Ct.);
- 13 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 14 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
15 00209613 (Sac. Sup. Ct.);
- 16 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 17 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 18 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 19 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
20 (San Joaquin Sup. Ct.);
- 21 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 22 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
23 Sup. Ct.);
- 24 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 25 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 26 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
27 Sup. Ct.);
- 28 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);

- 1 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 2 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 3 • *Hernandez et al. v. MP Nexlevel, LLC et al.*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 4 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 5 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 6 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 7 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 8 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 9 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 10 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 11 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 12 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
13 Sup. Ct.);
- 14 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 15 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 16 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 17 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 18 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 19 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
20 00082201 (Sac Sup. Ct.);
- 21 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac.
22 Sup. Ct.);
- 23 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 24 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 25 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 26 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
27 Sup. Ct.);
- 28 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);

- 1 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- 2 • *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- 3 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

4 20. The preceding list also does not include those cases where, for various reasons, the case
5 was filed as a class action and/or PAGA action, but did not maintain that status through the end of the
6 case.

7 21. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I
8 believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977),
9 *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v.*
10 *Grauly*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiffs and our firm have been able to secure an
11 identifiable benefit on behalf of the class and equity counsels that the cost of the representation should
12 be born equally amongst all class members receiving these benefits. The settlement recovery is the
13 product of substantial time and effort in analyzing the facts and law applicable to this case. My office
14 agreed to take this case on a contingency basis and as a class action with the possibility that we would
15 not receive any compensation for our time and efforts due to issues regarding the merits and/or
16 Defendants' financial issues and have carried that risk over the course of the case. I have reviewed fee
17 arrangements and Court ordered fee awards in similar class cases and I believe that the thirty-five
18 percent (35%) fee request is within the accepted ranges. In my experience with contingency cases in
19 employment law cases, the typical percentage negotiated between parties ranges from thirty-five to
20 forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in my own
21 firm and working with several other firms has been that the typical percentage negotiated between
22 parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the same
23 factors. I have also reviewed several recent Federal District Court Cases where the Court has approved
24 common fund based fee requests. These cases include *In re Activision Sec. Litigation*, 723 F.Supp.
25 1373, 1379 (N.D. Cal. 1989), *Watson v. Raytheon Company*, USDC Southern District, Case No. 3:10-
26 cv-0063, *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-02745, *Green,*
27 *et al. v. Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No. 3:09-cv-00069, *Benitez et*
28 *al. v. Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122, *Chavez et al. v. Petrissans et al.*, USDC

1 Eastern District, Case No. 1:08-cv-00122, and *Willis et al. v. Cal-Western Transport*, USDC Eastern
2 District, Case No. 1:00-cv-05695, which are cited in Plaintiffs' Memorandum of Points and Authorities.
3 I believe my request of \$47,250 (35%) for attorneys' fees is justified given the results obtained on
4 behalf of the class. Moreover, at this time, all costs have been advanced by my firm, and we have not
5 received any compensation whatsoever for our time expended in this case. The expected total costs
6 through final approval by Class Counsel are not expected to exceed \$12,000. Filed with this Motion as
7 Exhibit E is a true and correct copy of the costs incurred to date and expected to be incurred through the
8 completion of this case. Any difference in the actual costs and the maximum amount allocated under
9 the Agreement will be added to the Net Settlement Amount.

10 22. I have used several class action administrator companies in the wage and hour class
11 actions I have resolved in the past and believe Apex Class Action will provide the best service to
12 administer the proposed class settlement. The CEO of Apex Class Action, Sean Hartranft, has worked
13 in the administration industry for a decade and utilizes case managers with considerable experience in
14 the field. Apex Class Action has procedures in place to protect the security of class data as well as
15 insurance. Apex Class Action has provided a quote for the estimated maximum cost of administering
16 the class settlement of approximately \$5,500. A true and correct copy of a cost estimate provided by
17 Apex Class Action is filed with this Motion as Exhibit D. The difference between the actual, lesser
18 costs and \$10,000, if any, will be paid to the Participating Class Members on a pro rata basis.

19 23. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
20 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
21 2699(l)(2). A true and correct copy of documents demonstrating the settlement documents were
22 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
23 Exhibit G.

24 24. A true and correct copy of the proposed Notice of Settlement is being filed with this
25 Motion as Exhibit F.

26 25. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. ("CPB") and
27 The Center For Workers Rights ("CFWR"). Only those funds that remain from uncashed settlement
28 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

1 26. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
2 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
3 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
4 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in
5 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
6 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
7 Program of Northern California (“VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
8 *pres* funds from several jurisdictions in the State of California, including from Sacramento County
9 Superior Court.

10 27. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
11 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
12 their current or former employment. This assistance regularly includes, but is not limited to, free legal
13 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
14 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
15 forms, and direct representation in administrative hearings, including administrative hearings in front of
16 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
17 who provide assistance, along with experienced employment law attorney volunteers. These services
18 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
19 and continuing through today under CPB.

20 28. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
21 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
22 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
23 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
24 workers and advises them as to the available legal remedies. In addition to individual counseling on
25 employment issues, the CFWR educates workers, unions, and community members about workplace
26 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

27 29. The CFWR provides limited representation for low-wage workers in wage claims before
28 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety

1 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic
2 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay
3 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The
4 CFWR helps workers navigate the wage claim process before the California Labor Commissioner
5 through advice given at its legal consultation clinics and/or, in some cases, through representing workers
6 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated
7 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with
8 respect to those wage claims.

9 30. I believe the services provided by CPB and the CFWR promote the law consistent with
10 the objective of wage and hour class actions in general and in this case specifically.

11 31. I have spoken with every other attorney at my firm to determine whether they have any
12 relationship with either of the proposed *cy pres* beneficiaries.

13 32. Justin P. Rodriguez has volunteered for both organizations numerous times over the past
14 several years, either directly in the advice clinics or by presenting seminars on wage and hour laws for
15 law students seeking to also volunteer at advice clinics. He has also volunteered by sitting on CPB's
16 advisory committee. These organizations are non-profits that assist low-income workers throughout
17 California, giving free legal advice regarding employment law issues and representing employees with
18 wage claims before the California Labor Commissioner.

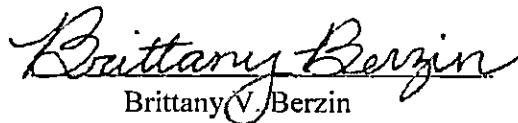
19 33. I have never done any work, volunteer or otherwise, with CPB. During law school, I was
20 a student volunteer for the CFWR for two summers. Since graduating law school, I have volunteered
21 for the CFWR approximately one to two times per year, assisting in the advice clinic. Recently, I
22 volunteered to be on the Board of Directors and is currently the Chair, which is an unpaid position. As
23 Chair, I am one of seven Board Members, who are all from different law firms and/or local public and
24 private organizations. No compensation or benefits, monetary or otherwise, are provided to any Board
25 Member or organization a Board Member is associated with. The Executive Director of the CFWR
26 supervises, directs, and controls the day-to-day operations of the CFWR, neither I nor the Board of
27 Directors. As Chair, my additional duties include scheduling meetings, drafting meeting agendas and
28

1 presiding over meetings. Furthermore, CFWR has not, and does not, provide any referrals to Shimoda
2 & Rodriguez Law, P.C.

3 34. Galen T. Shimoda has volunteered for both organizations on and off over the past several
4 years through either presenting wage and hour seminars to law students who staff the free advice clinics
5 or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer
6 work with either organization since approximately March 2020. Mr. Shimoda has never received
7 payment or compensation of any kind in connection with any work he's done with either of the proposed
8 *cy pres* beneficiaries.

9 35. Neither my firm, myself, Mr. Rodriguez, nor Mr. Shimoda have ever received any
10 compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries or in connection
11 with any of the volunteer work we have done with the organizations.

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed on March 11, 2024 in Elk Grove, California.

15
16 
17 Brittany Berzin