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By: K. Fay Deputy

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

5 Attorneys for Plaintiffs CLINT DAVIDSON
6 and PATRICK WIRTH

7
8 **SUPERIOR COURT OF CALIFORNIA**

9 **FOR THE COUNTY OF SACRAMENTO**

10 JOE HART, individually and on behalf of all
11 other similarly situated employees,

12 Plaintiff,

13 vs.

14 ALUMINUM COATING TECHNOLOGIES,
15 INC., a California Corporation;
16 BRUCE CENICEROS, an individual;
17 ANDREA CENICEROS, an individual; and
DOES 1 to 100, inclusive,

18 Defendants.

Case No. 34-2022-00320564

CLASS ACTION

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

Reservation No.: A-320564-001

Date: March 8, 2024

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: May 23, 2022

FAC Filed: July 29, 2022

SAC Filed: June 13, 2023

Trial Date: none set

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 Clint Davidson and Patrick Wirth (“Plaintiffs”)
4 herein. I am making this declaration on behalf of the named Plaintiffs, the putative class members, and
5 in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement
6 (“Motion”). A true and correct copy of the Joint Stipulation Regarding Class Action and PAGA
7 Settlement and Release (“Agreement”) in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on contentions that
9 Defendants Aluminum Coating Technologies, Inc., Bruce Cenicerros, and Andrea Cenicerros,
10 (“Defendants”) failed to pay overtime wages, failed to pay split shift premiums, failed to provide meal
11 and rest periods or pay premiums in lieu thereof, failed to provide accurate wage statements, failed to
12 timely pay final wages, failed to reimburse expenses, and engaged in unfair competition. Plaintiffs also
13 alleged liability for civil penalties under the Private Attorneys General Act (“PAGA”). These claims
14 were based allegations that Defendants violated California law by 1) failing to pay overtime wages and
15 sick time at the correct rates due to Defendants’ failure to incorporate the value of nondiscretionary
16 bonuses into Class Members’ regular rates of pay; 2) failing to provide all meal periods and providing
17 late meal periods; 3) failing to provide all rest periods; 4) failing to pay Class Members for all overtime
18 hours worked; 5) failing to reimburse Class Members for the use of their personal cellphones; and 6)
19 failing to pay split shift premiums. The PAGA, waiting time penalty, wage statement violation, and
20 unfair competition claims also derive from these violations.

21 3. From our initial investigations, we believed these claims had merit and could be
22 maintained as a class action. Joe Hart, the prior class representative, filed the action on or about May
23 23, 2022. Joe Hart exhausted administrative remedies by filing a notice on May 17, 2022, through the
24 Labor and Workforce Development Agency (“LWDA”) prior to amending the Complaint to add a
25 PAGA claim. In around October 2022, I learned that Joe Hart had settled his individual claims and no
26 longer wished to fulfill the fiduciary role of a class representative. In response, my office filed a
27 motion with the Court to ascertain a substitute class representative and dismiss Joe Hart as the named
28 plaintiff, which was granted. A Second Amended Complaint adding Plaintiffs as the class

1 representatives was filed on June 12, 2023. Plaintiffs exhausted administrative remedies by filing a
2 notice with the LWDA on June 9, 2023. A Third Amended Complaint was filed on August 25, 2023,
3 after Plaintiffs exhausted administrative remedies. A true and correct copy of the operative notice
4 Plaintiffs filed with the LWDA is being filed with this Motion as Exhibit C. Copies of the notices were
5 sent to Defendants via certified mail and the \$75.00 filing fee was remitted to the LWDA. There was
6 no response by the LWDA regarding its intent to investigate the claims alleged in the notices for more
7 than 65 days. As such, Plaintiffs are authorized to commence a civil action under the PAGA. A true
8 and correct copy of Plaintiffs' operative Third Amended Complaint is filed with this Motion as Exhibit
9 B. A copy of the Third Amended Complaint was uploaded to the LWDA, after we received an
10 endorsed copy back from Court.

11 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

12 5. Defendants are represented in this matter by Rosasco Law Group, APC. From the
13 beginning, Defendants have contested the merits of this case, the suitability of the case for class action
14 or representative treatment, the manageability of the case at trial, and Plaintiffs' ability to prove a
15 violation in each pay period for each employee among other defenses and contentions they made
16 challenging the propriety of this action. Defendants further contended, even assuming there was a
17 finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion
18 to substantially reduce any such penalties owed based on evidence of good faith attempts to comply
19 with California Labor Code obligations by Defendants. Notwithstanding its agreement to settle this
20 matter, Defendants believe the practices Plaintiffs are contending are unlawful either do not exist or, to
21 the extent they do exist, fully comply with all state and federal employment laws with respect to
22 Plaintiffs and Class Members. Also, Defendants have contended that this matter is not appropriate for
23 class certification outside of this proposed class settlement.

24 6. Based on the expected testimony from Plaintiffs and Class Members, a review of
25 Defendants' policies and procedures and other documents relating to the alleged claims, information on
26 the number of Class Members, Class Members' dates of employment, and a representative sample of
27 Class Members' payroll data, the scope of the potential damages to Plaintiffs and Class Members in
28 light of the claims alleged, the uncertainty in the law with regard to certification, and the negotiations

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

12 7. My office, including the partners Galen T. Shimoda and Justin P. Rodriguez, our
13 paralegal, and myself, along with Plaintiffs' assistance, thoroughly investigated the merits of the claims
14 and potential damages for such claims. The parties engaged in informal discovery and exchange of
15 documents, including a representative sampling of employee data, such as timecards, paystubs, payroll
16 data and relevant policies for the entirety of the statute of limitations applicable to the alleged claims.
17 The discovery covered all aspects of the asserted claims, including certification issues, merits issues,
18 damages, the scope and configuration of Class Members, the content and implementation of the wage
19 and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas.
20 From this production we were able to determine information critical to a reliable damages analysis such
21 as the average hourly rate, average daily hours worked, average number of workweeks and pay periods
22 that had potential violations based on the asserted claims, the frequency with which violations occurred
23 in a given week and/or pay period, and the number of former employees. This information allowed my
24 office to assess both liability and damages and create an accurate damages model. Plaintiffs assisted in
25 all aspects of this litigation including providing factual information relating to Plaintiffs' and Class
26 Members' employment conditions, providing a substantial number of documents, and answering
27 questions regarding Defendants' factual contentions in this matter. This was important because it
28

1 directly related to our ability to maintain this case as a class action and our ability to obtain a favorable
2 settlement for the class.

3 8. Throughout this litigation our office had numerous communications with Defendants'
4 Counsel discussing our respective positions. The parties engaged in mediation on December 13, 2023
5 using an experienced mediator, Howard Broadman. It was only after approximately 1.5 years of
6 extensive, arm's length negotiations that the parties were able to reach a settlement, which only occurred
7 after a full-day mediation. The negotiations were at all times contentious and adversarial, though still
8 professional in nature.

9 9. The following represents the potential maximum recovery for each of Plaintiffs' claims
10 based on my office's analysis of Defendants' relevant policies and the data produced by Defendants,
11 including a sample of time and payroll records for Class Members. At the time of mediation, there
12 were 10,605 workweeks in the Class Period, 3,686 PAGA pay periods.

13 a) Overtime Wages (Unpaid Hours): This claim is based on allegations that Class Members
14 were not paid for all overtime hours worked. It was estimated based on interviews with
15 Class Members that they were owed approximately one (1) hour of unpaid overtime
16 each week they worked. At the time of mediation, the maximum possible damages for
17 this claim based on Defendants' records and interviews with Class Members was
18 \$286,335.00. This amount does not take into account any potential risks with respect to
19 Plaintiff proving the merits or damages. Defendants contend that they maintained
20 legally compliant policies that encouraged Class Members to record all of their hours
21 worked and to pay Class Members all overtime. Defendants contend that to the extent
22 Class Members were not paid for all hours worked they had no knowledge of this. In
23 order to be liable for off-the-clock work, an employer must know or have reason to to
24 know it was occurring. *Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051
25 (2012). Taking these factors into account, a more realistic range of recovery for this
26 claim is \$71,583.75 to \$141,167.50 (75% to 50% reduction based on risk).

27 b) Overtime Wages (Regular Rate of Pay): This claim is based on allegations that Class
28 Members were not paid all overtime premiums owed because Defendants failed to

1 incorporate the value of bonuses paid to Class Members in their regular rates of pay. At
2 the time of mediation, the maximum possible damages for this claim based on
3 Defendants' records was \$4,427.38. This amount does not take into account any
4 potential risks with respect to Plaintiff proving the merits or damages. Defendants
5 contend that the bonuses paid to Class Members were discretionary, constituted profit
6 sharing, or were calculated based on a percentage of Class Members' income and
7 therefore did not need to be included in the regular rate of pay. If Defendants'
8 arguments prevailed, the value of this claim could be reduced to \$0.

9 c) Meal Periods: This claim was based on allegations that Defendants failed to provide
10 Class Members with legally compliant meal periods (*e.g.*, Class Members did not
11 receive a full 30 minute meal period, did not receive second meal periods when working
12 over 10 hours, or did not begin their meal periods by their fifth hour of work). Based on
13 Defendants' time and pay records, the maximum possible damages for this claim was
14 \$128,850.75. This amount was calculated using a 13.5% violation rate based on
15 Defendants' time records. This amount does not take into account any potential risks
16 with respect to Plaintiff proving the merits or damages. Plaintiffs contend that because
17 Defendants' time records reflected meal period violations there is a rebuttable
18 presumption that the meal period violations occurred. Defendants contend they had a
19 legally compliant meal period policy in place during the class period and that to the
20 extent Class Members did not receive all meal periods it was their choice not to take
21 them or to begin them after the fifth hour. Defendants contend that they provided Class
22 Members with the opportunity to take meal periods and encouraged Class Members to
23 take their meal periods and were not required to police Class Members to ensure the
24 meal periods were taken. Defendants also contend that an inquiry into why each Class
25 Member did not receive meal periods would require an individualized inquiry that would
26 defeat class certification. Taking these factors into account, a more realistic recovery for
27 this claim is \$64,425.38 (50% reduction based on risk).

1 d) Rest Periods: This claim was based on allegations that Defendants failed to provide
2 Class Members with legally compliant rest periods. Based on Defendants' time and pay
3 records, the maximum possible damages for this claim was \$128,850.75. This amount
4 was calculated using a 13.5% violation rate based on Defendants' time records for
5 instances where Class Members did not receive a legally complaint meal period. It is
6 reasonable to assume that on occasions Class Members were unable to take legally
7 complaint meal periods they were also unable to take rest periods. This amount does not
8 take into account any potential risks with respect to Plaintiff proving the merits or
9 damages. Defendants contend they had a legally complaint rest period policy in place
10 during the class period and that to the extent Class Members did not receive rest periods
11 it was their choice. Defendants contend that they provided Class Members with the
12 opportunity to take rest periods, encouraged Class Members to take their rest periods
13 and were not required to police Class Members to ensure the rest periods were taken.
14 Defendants also contend that an inquiry into why each Class Member did not receive
15 rest periods would require an individualized inquiry that would defeat class certification.
16 Taking these factors into account, a more realistic recovery for this claim is \$64,425.38
17 (50% reduction based on risk).

18 e) Sick Time: This claim is based on allegations that Class Members were not paid all sick
19 time owed because Defendants failed to incorporate the value of bonuses paid to Class
20 Members in their regular rates of pay. At the time of mediation, the maximum possible
21 damages for this claim based on Defendants' records was \$3,531.89. This amount does
22 not take into account any potential risks with respect to Plaintiff proving the merits or
23 damages. Defendants contend that the bonuses paid to Class Members were
24 discretionary, constituted profit sharing, or were calculated based on a percentage of
25 Class Members' income and therefore did not need to be included in the regular rate of
26 pay. If Defendants' arguments prevailed, the value of this claim could be reduced to \$0.

27 f) Split Shift: This claim is based on allegations that Defendants required Class Members
28 to work split shifts without paying split shift premiums. This claim was based on facts

1 learned from Joe Hart, the initial class representative. However, after reviewing
2 Defendants' time records it was discovered that Class Members did not work split shifts
3 and that this was an individual issue that applied to Joe Hart. Accordingly, no amount is
4 being allocated for this claim.

5 g) Wage Statement: This claim is based on allegations that as a result of the violations
6 identified above, the wage statements Class Members received were inaccurate.
7 Because this claim is derivative, it carries the same risks already identified above. The
8 maximum potential damages for this claim was \$184,300.00. This amount does not take
9 into account any potential risks with respect to Plaintiff proving the merits or damages.
10 In addition to the risks identified above, this claim would require Plaintiffs to prove that
11 Defendants had knowledge the wage statements they issued were inaccurate and that
12 violation was intentional. Defendants contend that to the extent Class Members were
13 not paid all overtime wages, sick time, and meal and rest period premiums that they did
14 not have knowledge of this and acted in good faith based on the policies they had in
15 place to ensure compliance with the law. If Defendants' arguments prevailed, the value
16 of this claim could be reduced to \$0.

17 h) Waiting Time Penalties: This claim is derivative of the failure to pay sick time, failure to
18 pay overtime, and failure to provide meal and rest periods. Thus, the same risks
19 identified above apply to this claim. At the time of mediation, the maximum possible
20 damages for this claim based on the data and information provided by Class Members
21 was \$583,200.00. This amount was calculated based on information from Defendants
22 that there were former employees. It was assumed that each employee had some
23 amount of wages owing to him or her and the penalty was calculated using a full 30
24 days. This amount does not take into account any potential risks with respect to Plaintiff
25 proving the merits or damages. Labor Code section 203 requires that the failure to pay
26 wages be willful in order for a waiting time penalty to be appropriate. Defendants
27 contend that they cannot be liable for waiting time penalties because it did not have
28 knowledge of the alleged violations and have a good faith defense. There is substantial

1 risk that Defendants’ policies and records would provide it with a good faith affirmative
2 defense, which would eliminate the value of this claim entirely. *See Diaz v. Grill*
3 *Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). Taking these factors into
4 account, it is possible this claim would be eliminated entirely.

- 5 i) Reimbursement: This claim was based on allegations that Class Members, especially
6 drivers, were required to use their personal cellphones for work in order to communicate
7 with Defendants. The maximum possible damages for this claim was \$74,235.00. This
8 amount was calculated assuming each Class Member was owed approximately \$7 for
9 cellphone reimbursement each week. This amount does not take into account any
10 potential risks with respect to Plaintiff proving the merits or damages. Defendants
11 contend that they did not require Class Members to use their personal cellphones and
12 even if Class Members should have been reimbursed for personal cellphone use that
13 such use would have been infrequent. Taking these facts into account, a more realistic
14 recovery for this claim would be \$31,815.00 (based on \$3/week owed for
15 reimbursement).
- 16 j) PAGA: This claim is derivative of the Labor Code violations identified above and would
17 be subject to all the same risks as the underlying claims it is based on. Additionally,
18 based on our research, we did not find any prior Labor Commissioner or court decisions
19 that stated Defendants’ practices and/or policies were improper. As such, a “subsequent
20 violation” may not be found for penalty calculation purposes, and the exposure analysis
21 here is based on an “initial violation” valuation being adopted by any fact finder if this
22 matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-
23 1209 (2008). Based on Class Members’ payroll data, the maximum total exposure for
24 this claim is \$1,542,818.00. This amount does not take into account any of the risks in
25 proving the merits of the underlying claims that the PAGA damages are based on. In
26 addition to the risks on the merits and disputes regarding the proper valuation of the
27 penalty amounts, I believe the Court may exercise its discretion to reduce PAGA
28 penalties in this case because a majority of the civil penalties sought would be in

1 addition to amounts owed for substantive violations, some of the violations are due to
2 technical non-compliance with the Labor Code, such as derivative wage statement
3 violations, and Defendant produced legally compliant policies among other documents,
4 that a Court may find demonstrates a good faith attempt at compliance. Courts are
5 statutorily authorized to use discretion to reduce penalties and the range of discretion
6 used varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203
7 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S.
8 DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction). Even if using the
9 maximum values possible and setting aside risks of proving the claims on the merits, the
10 total exposure may be cut to approximately \$277,707.24 (82% reduction) to
11 \$1,079,972.60 (30%) or lower. It is important to note that this discretionary reduction is
12 completely separate and in addition to any risks on the merits. Given the substantial
13 risks associated with the claims, we believe the amount that might ultimately be awarded
14 under this claim would be significantly lower than our maximum exposure calculation.
15 Allocating \$10,000 to the PAGA claims in this case is appropriate, especially in light of
16 amounts that Courts have approved as reasonable valuations in other cases. *See*
17 *Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to
18 the resolution of PAGA claims based on their being disputed and being part of a class
19 settlement which was evaluated based on the terms of the agreement overall);
20 *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at *8 n.2 (E.D. Cal. 2022)
21 (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v.*
22 *Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving
23 settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery);
24 *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving
25 \$10,00 PAGA settlement allocation where total PAGA penalty exposure was
26 approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns*
27 *California, LLC*, 2017 U.S. Dist. LEXIS 63514, *1 (S.D. Cal. 2017) (preliminarily
28 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l*,

1 *LLC*, 2014 U.S. Dist. LEXIS 8358, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA
2 allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford*
3 *Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, *6 (S.D. Cal. 2011) (approving \$3,000
4 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010
5 U.S. Dist. LEXIS 53416, *2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in
6 \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, *9
7 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v.*
8 *M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880, *34-35 (E.D. Cal. 2017) (approving
9 \$100,000 PAGA allocation in a \$3,950,000 settlement even though PAGA exposure was
10 calculated at \$53,600,000, or 0.2% of total estimated value); *Garcia v. Gordon*
11 *Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at *7 (E.D. Cal. 2012) (approving
12 \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
13 2012 WL 5941801, at *14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from
14 \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645,
15 at *1 (N.D. Cal. 2011) (approving PAGA settlement payment of \$7,500 to the LWDA
16 out of \$6.9 million common-fund settlement).

17 10. In summary, Plaintiffs' gross recovery of 225,000 under the Agreement equals
18 approximately 5.7% of the maximum likely value of the claims in this matter and 29.4% of the more
19 realistic range of recovery. After deducting from the Gross Settlement Amount the proposed
20 allocations for attorneys' fees and costs, any Enhancement Payment to the Class Representatives,
21 Settlement Administrator Costs, and the PAGA Payment to the LWDA, the net recovery under the
22 Agreement, \$101,250¹, represents approximately 2.6% of the maximum likely value of the claims in
23 this matter. The net recovery also represents 13.2% of the more realistic range of recovery. The
24 average net award is approximately \$636.79. I believe the Agreement represents a reasonable
25 compromise of claims based on the legal and factual disputes in this case. The ability to secure a
26 guaranteed settlement now and ensure Class Members receive some compensation, rather than proceed
27

28 ¹ This was calculating using the maximum amount for attorney's costs and administrator costs. The actual amounts will likely be less.

1 to further litigation and potentially recover nothing, was a motivating factor in reaching this
2 Agreement.

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

11 12. I am a Senior Associate at Shimoda & Rodriguez Law, PC. Our law firm is a boutique
12 law practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
13 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Psychology. I
14 received my J.D. from the University of the Pacific McGeorge School of Law. I joined Shimoda &
15 Rodriguez Law, PC as a law clerk in February 2015 where I gained civil litigation experience working
16 on individual, class action and PAGA employment cases throughout law school. I also participated in
17 an employment law clinic in 2015 and 2016 that helps low-income workers by providing free legal
18 consultations, advising employees of their legal remedies on a variety of matters (*e.g.*, wage and hour,
19 discrimination/harassment, California leave laws, unemployment, workers' compensation, retaliation,
20 and wrongful termination, etc.) under the supervision of an attorney, preparing wage claims, and
21 providing representation in wage claims before the California Labor Commissioner. From 2016-2017,
22 I completed an externship at the Federal Public Defenders Office as a Certified Law Student where I
23 obtained discovery, completed legal research, drafted motions, negotiated plea deals, represented
24 clients in a variety of hearings (*e.g.*, arraignments, motion hearings, sentencing hearings, etc.), and
25 defended a client against five misdemeanor charges in a jury trial in the United States District Court for
26 The Eastern District of California. I was also a member of the nationally recognized McGeorge Mock
27 Trial Team and went on to coach a high school Mock Trial team in 2018 after graduating from law
28 school. In May 2017, I graduated from the University of the Pacific, McGeorge School of Law with

1 Great Distinction and was inducted into the Order of the Coif, graduating in the top 10% of my class. I
2 received the Witkin Award for Academic Excellence in Legal Research and Writing, Civil Procedure,
3 Bankruptcy, and Criminal Procedure. From 2020 to present, I have been recognized as a Super
4 Lawyer (Rising Star). I have been a member of the executive committee of the Sacramento County Bar
5 Association Labor & Employment Section since January 2020, serving as Co-Chair of the committee in
6 2021. I have over seven years of experience working on civil litigation and employment law matters.
7 Most of that experience has been specific to analyzing and litigating wage and hour claims. As an
8 associate, I have worked on a variety of individual, class action, and PAGA cases involving wage and
9 hour claims, such as failure to pay overtime, failure to pay minimum wages, failure to provide meal and
10 rest periods, failure to pay reimbursement expenses, unlawful deductions, failure to keep accurate time
11 records, failure to provide paid sick leave, failure to pay all wages upon separation, unfair competition,
12 breach of contract, independent contractor misclassification, and salaried misclassifications. Some of
13 the class action and/or PAGA cases I am litigating and/or have litigated as lead or co-counsel include
14 the following:

- 15 • *Arosemena v. Ranchhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin
16 Sup. Ct.);
- 17 • *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- 18 • *Balli v. Brown Box Investments, Inc., et al.*, Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- 19 • *Barkhousen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin
20 Sup. Ct.);
- 21 • *Barrrios v. American Property Management, Inc.*, Case No. 1:18-cv-00352-AWI-SKO (E.D.
22 Cal.);
- 23 • *Callahan v. Creative Alternatives, Inc., et al.*, Case No. 2027518 (Stanislaus Sup. Ct.);
- 24 • *Collazo v. T.O.P. Marketing Group, Inc.*, Case No. 34-2022-00314092 (Sac. Sup. Ct.);
- 25 • *Cristobal v. BAT Residential Services, Inc.*, Case No. FCS056331 (Solano Sup. Ct.);
- 26 • *Coronado v. MGD, Inc.*, Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.);
- 27 • *Estrada v. MAD Security Services, Inc.*, Case No. 34-2021-00300627 (Sac. Sup. Ct.);
- 28 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);

- 1 • *Finance of America Wage And Hour Cases*, Case No. JCCP 5081 (Orange County Sup. Ct.);
- 2 • *Gomez, et al. v. Kleary Masonry, Inc.*, Case No. 34-2020-00278067 (Sac. Sup. Ct.);
- 3 • *Gonzalez v. Northcentral Pizza, LLC, et. al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- 4 • *Gordon, et al. v. Hospice Source, LLC*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 5 • *Green v. Warden Security Associates, Inc.*, Case No. 22CV396140 (Santa Clara Sup. Ct.);
- 6 • *Hampton v. Unlimited Security Specialists, Inc.*, Case No. CV2021-2130 (Yolo Sup. Ct.);
- 7 • *Hercules, et al. v. Maximus Services, LLC*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- 8 • *Insixiengmay v. Hyatt Corporation*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal);
- 9 • *Kurtz v. Perimeter Security Group, LLC, et al.*, Case No. CU19-083650 (Nevada Sup. Ct.);
- 10 • *Leong-Call v. MRB Foods, Inc.*, Case No. 34-2020-00287486 (Sac. Sup. Ct.);
- 11 • *Magat v. Medical Care Professionals, Inc., et. al.*, Case No. SCV0042579 (Placer Sup. Ct.);
- 12 • *Mayorga v. Brown Strauss, Inc.*, Case No. STK-CV-UOE-2020-0010906 (San Joaquin Sup.
13 Ct.);
- 14 • *McGhee v. Salute Incorporated*, Case No. 34-2022-00315317 (Sac Sup. Ct.);
- 15 • *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- 16 • *Meals v. Grass Valley Extended Care, Inc., et al.*, Case No. CU19-083606 (Nevada Sup.
17 Ct.);
- 18 • *Munoz v. Wilmor And Sons Plumbing And Construction*, Case No. 34-2021-00306609 (Sac.
19 Sup. Ct.);
- 20 • *Ruiz v. CTE Cal, Inc.*, Case No. 34-2020-00289168 (Sac. Sup. Ct.);
- 21 • *Saavedra, et al. v. SMF Global, Inc.*, Case No. 34-2018-00243363 (Sac. Sup. Ct.);
- 22 • *Scarano v. J.R. Putman, Inc., et al.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- 23 • *Scoggins, et al. v. Energy Star Construction, Inc.*, Case No. 34-2018-00243048 (Sac. Sup.
24 Ct.);
- 25 • *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.);
- 26 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 27 • *Tracy v. Von Housen's Sacramento, Inc.*, Case No. 34-2020-00282778 (Sac. Sup. Ct.);
- 28 • *Uribe v. Ecoguard Pest Management, Inc.*, Case No. 34-2021-00300650 (Sac. Sup. Ct.);

- 1 • *Vasquez v. Chriswell Home Improvements, Inc.*, Case No. 34-2021-00305938 (Sac. Sup.
2 Ct.);
- 3 • *Villarruel, et al. v. General Produce Company, et al.*, Case No. 34-2021-00311463 (Sac.
4 Sup. Ct.);
- 5 • *Walker v. Yan Kalika Dental Corporation*, Case No. 34-2021-00305106 (Sac. Sup. Ct.); and
- 6 • *Webb v. Professional Healthcare At Home, LLC*, Case No. FCS055317 (Solano Sup. Ct.).

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

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

24 15. Mr. Rodriguez was an associate of the Shimoda Law Corp from 2011 to 2016 and
25 became a partner in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022.
26 Since 2017, he has received an AV Preeminent rating from Martindale-Hubbell for his legal ability and
27 ethical standards. From 2018 to present, he has been recognized as a Super Lawyer (Rising Star). Mr.
28 Rodriguez has been a panel speaker and presented a number of seminars covering issues wage and hour

1 litigation in general and complex class and PAGA litigation in particular. These engagements include
2 the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California
3 (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense
4 Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers
5 Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any
6 Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging Trends and
7 Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World (Sacramento
8 County Bar Assoc., Nov. 2022). Mr. Rodriguez was elected to the Sacramento County Bar Association
9 Labor and Employment Law Section’s executive committee in 2019 and was the Chair of the executive
10 committee for 2022. Mr. Rodriguez has also been a member of the Presiding Judge Civil Law
11 Advisory Committee for Sacramento County Superior Court since August 2020. His practice focuses
12 on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor
13 Standards Act (“FLSA”) claims. He is actively involved in most of the complex litigation handled by
14 our firm. Class and/or PAGA actions he has litigated or is currently litigating include, but is not limited
15 to, the following:

- 16 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 17 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 18 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 19 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 20 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
21 (San Joaquin Sup. Ct.);
- 22 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 23 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 24 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
25 Sup. Ct.);
- 26 • *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
27 Ct.);
- 28 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);

- 1 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
2 00271174 (Sac. Sup. Ct.);
- 3 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
4 Ct.);
- 5 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
6 Ct.);
- 7 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
8 Sup. Ct.);
- 9 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 10 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
11 Ct.);
- 12 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 13 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
14 00209613 (Sac. Sup. Ct.);
- 15 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 16 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
17 00222101 (Sac. Sup. Ct.);
- 18 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 19 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 20 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 21 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 22 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- 23 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup.
24 Ct.);
- 25 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 26 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 27 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 28 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);

- 1 • *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- 2 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 3 • *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- 4 • *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- 5 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- 6 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 7 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 8 • *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- 9 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 10 • *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- 11 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 12 • *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 34-2019-00263185
- 13 (Sac. Sup. Ct.);
- 14 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 15 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 16 • *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 17 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 18 00082201 (Sac Sup. Ct.);
- 19 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 20 • *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- 21 • *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- 22 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 23 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 24 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 25 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. 34-2017-00211553 (Sac.
- 26 Sup. Ct.);
- 27 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- 28 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

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

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

11 18. He has been a regular panel speaker for the CEB (Continuing Education of the Bar)
12 Employment Review seminars from 2014 to the present. His speaking engagements include the
13 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual
14 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the
15 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
16 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
17 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
18 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
19 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
20 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
21 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
22 Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance
23 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
24 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
25 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
26 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
27 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -
28 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);

1 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
2 Venue Roundup (May 17, 2019). He has been AV rated by Martindale Hubbell since 2013, was
3 recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a
4 Super Lawyer from 2014 to present.

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

- 14 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 15 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 16 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 17 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 18 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 19 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 20 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 21 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 22 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
23 Sup. Ct.);
- 24 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 25 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
26 Ct.);
- 27 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
28 Ct.);

- 1 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
2 Sup. Ct.);
- 3 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 4 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
5 Ct.);
- 6 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 7 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
8 00209613 (Sac. Sup. Ct.);
- 9 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 10 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 11 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 12 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
13 (San Joaquin Sup. Ct.);
- 14 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 15 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
16 Sup. Ct.);
- 17 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 18 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 19 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
20 Sup. Ct.);
- 21 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 22 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 23 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 24 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 25 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 26 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 27 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 28 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);

- 1 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 2 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 3 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 4 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 5 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
- 6 Sup. Ct.);
- 7 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 8 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 9 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 10 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 11 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 12 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 13 00082201 (Sac Sup. Ct.);
- 14 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac.
- 15 Sup. Ct.);
- 16 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 17 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 18 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 19 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 20 Sup. Ct.);
- 21 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 22 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- 23 • *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- 24 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

25 20. The preceding list also does not include those cases where, for various reasons, the case
 26 was filed as a class action and/or PAGA action, but did not maintain that status through the end of the
 27 case. In connection with any final approval hearing, I will be seeking attorneys' fees and costs, an
 28 Enhancement Payment to the Class Representatives, and Settlement Administrator Costs as set forth in

1 the Agreement. I will be requesting attorneys' fees and costs pursuant to the common fund doctrine as
2 I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35
3 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v.*
4 *Grauly*, 886 F.2d 268, 271 (9th Cir. 1989). The facts and case law supporting the requested amounts
5 will be set forth in the final approval motion, including information for the Court to perform a lodestar
6 cross check of the requested attorney's fees, quantify the amount of time spent by Plaintiffs on this case
7 and any further risks and/or burdens incurred as a result of acting as Class Representatives, an updated
8 declaration in support of actual litigation costs and itemized cost spreadsheet, and declaration from the
9 Settlement Administrator detailing the work performed and Settlement Administrator Costs incurred.
10 My firm's expected costs through final approval are not expected to exceed \$15,000. Attached as
11 Exhibit E is a true and correct copy of the costs incurred prior to the filing of this Motion and the
12 expected costs incurred through the final approval and fairness hearing. Any difference in the awarded
13 fees and costs, Class Representatives' Enhancement Payment, and Settlement Administrator Costs and
14 the amounts allocated for each under the Agreement will be added back to the Net Settlement Amount
15 and distributed pro rata to Class Members.

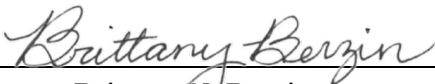
16 21. I have used several class action administrator companies in the wage and hour class
17 actions I have resolved in the past and believe Apex Class Action will provide the best service to
18 administer the proposed class settlement. Apex Class Action has provided a quote for the estimated
19 maximum cost of administering the class settlement of approximately \$7,900. A true and correct copy of
20 a declaration explaining Apex's qualifications, insurance, data security measures, and cost estimate is
21 filed with this Motion as Exhibit D. This is only an estimate, and final pricing may vary depending on
22 the issues, if any, that arise during the administration of the settlement. However, the difference between
23 the actual, lesser costs and \$10,000, if any, will be paid to the Participating Class Members on a pro rata
24 basis.

25 22. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
26 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
27 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
28

1 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
2 Exhibit G.

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

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. Executed on February 9, 2024 in Sacramento, California.

7
8 
9 _____
10 Brittany V. Berzin