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17 Attorneys for Plaintiffs,
18 Robert Westfall, David E. Anderson, Lynn Bobby, and David Ellinger,
19 individually and on behalf of all others similarly situated

20 **UNITED STATES DISTRICT COURT**
21 **EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

22 ROBERT WESTFALL; DAVID ANDERSON;
23 LYNN BOBBY; DAVID ELLINGER,
24 individually and on behalf of all others similarly
25 situated,

26 Plaintiffs,

27 v.

28 BALL METAL BEVERAGE CONTAINER
CORPORATION., a Colorado Corporation, Does
1-20 inclusive,

Defendants.

Case No. 2:16-cv-02632-DAD-CKD

CLASS ACTION

**DECLARATION OF TIMOTHY B. DEL
CASTILLO IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: May 04, 2026
Time: 1:30 p.m.
Ctrm: 4, 15th Floor
Judge: Hon. Dale A. Drozd

[Originally Solano Superior Court
Action No. FCS047654]

State Action Filed: 9-7-2016
FAC Filed: 4-6-2017
SAC Filed: 5-30-2024
Trial Date: None Set

1 I, TIMOTHY B. DEL CASTILLO, 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 Robert Westfall, David Anderson, Lynn Bobby,
4 and David Ellinger (“Plaintiffs”) in this matter against Defendant BALL METAL BEVERAGE
5 CONTAINER CORPORATION (“Defendant” or “Ball”). I have personal knowledge of the facts
6 set forth in this declaration, and if called as a witness, could and would testify as to their accuracy.

7 2. I am making this declaration on behalf of my clients, and in support of **Plaintiffs’**
8 **Motion for Final Approval of Class Action and PAGA Settlement.**

9 **EXPERIENCE**

10 3. I am a seasoned litigation and trial attorney who has litigated numerous wage-and-
11 hour class action cases, both for Defendants and for Plaintiffs. Ever since I began practicing law, I
12 have practiced virtually exclusively California employment law, including individual and
13 representative actions on behalf of both employers and employees. I have worked on numerous
14 class action cases in California, in both Federal and Superior courts, since 2011.

15 4. I graduated with a Bachelor of Arts degree from Franciscan University of
16 Steubenville in 2001, *summa cum laude*, with a double major in philosophy and theology. I received
17 my Juris Doctor degree from Pepperdine University School of Law in 2010, *magna cum laude* and
18 graduated in the top 3% of my class. During law school I was a Lead Articles Editor for the
19 Pepperdine Law Review, served as a teaching assistant, and externed for Chief Judge Alex
20 Kozinkski of the United States Court of Appeals for the Ninth Circuit.

21 5. I started my legal career as a judicial law clerk to Williams H. Pryor Jr. of the United
22 States Court of Appeals for the Eleventh Circuit, immediately after which I practiced employment
23 law for several years with two of the largest and highly-regarded international law firms: Akin
24 Gump Strauss Hauer & Feld LLP in Los Angeles and Orrick Herrington & Sutcliffe LLP. As a
25 Senior Associate in the employment litigation group at Orrick, Herrington & Sutcliffe LLP in its
26 Sacramento, California office, my hourly rate exceeded \$700.00 per hour, and I worked on
27 numerous complex wage-and-hour class actions like this one. I have represented numerous Fortune
28 500 companies in high-stakes employment cases involving discrimination, harassment, retaliation,

1 misclassification, claims for unpaid wages, violations of the California Labor Code, wrongful
2 termination, and many other employment-related claims. For example, I have defended wage-and-
3 hour class and PAGA cases for employers such as Sears, Starbucks, and Morgan Stanley to name a
4 few.

5 6. In 2017, I started my own independent law practice, Castle Law: California
6 Employment Counsel. I now represent both individuals and companies in employment law matters,
7 with a particular emphasis on wage-and-hour issues.

8 7. I have served on the Executive Committee for the Labor and Employment Section
9 of the Sacramento County Bar Association, and on the Board for the Solo and Small Firm Division
10 of the Sacramento County Bar Association. I have given numerous presentations on the topic of
11 California wage-and-hour employment law, including to the National Business Institute and other
12 human resources groups. In 2018 and 2021, I was selected by a vote of my peers to be included in
13 Sacramento Magazine's list of 2018 Top Lawyers in Sacramento. In 2020-2021, I was recognized
14 as a Super Lawyer Rising Star for employment law, which recognizes no more than 2.5 percent of
15 attorneys in each state. In 2022, I was selected as a Super Lawyer.

16 8. I have given presentations to numerous business groups on topics related to
17 employment law in California, including but not limited to the following:

- 18 a. *Strategies for a Successful Mediation in Wage and Hour Class and PAGA Actions*,
19 California Lawyers Association, 13th Annual Advanced Wage and Hour Conference.
- 20 b. *Putting in Work: Running a High-Level Employment Law Practice*, Above the Law:
21 The Legal Tech Non-Event with Jared Correia
- 22 c. *Arbitration Agreements and PAGA Claims: Good News for Employers*, Workplace
23 Wake-Up with Jennifer Shaw
- 24 d. *Employment Litigation: Perspectives from the "Other Side"*, Workplace Wake-Up
25 with Jennifer Shaw
- 26 e. *Calculating Damages, Exposure & PAGA Penalties for Mediation/Settlement in*
27 *Wage and Hour Class and Representative Actions*, Bridgeport Continuing Education
28

- f. *Advanced Strategies in Calculating Damages, Exposure & PAGA Penalties for Mediation/Settlement in Wage and Hour Class and Representative Actions*, Bridgeport Legal Education
- g. *The Mini MBA for Attorneys: Labor and Employment Law Essentials*, National Business Institute
- h. *How to Become a Pivotal Part of Any Wage and Hour Practice Group*, Sacramento County Bar, Labor and Employment Section
- i. *Alternative Dispute Resolution in Employment*, National Business Institute
- j. *Easy as ABC?: What Business Owners Need to Know About Worker Classification*, SCORE Association
- k. *Negotiations, Settlement, and Mediation*, Federal Bar Association: Sacramento Chapter

9. I have experience representing clients' interests in trials, appeals, arbitrations, and mediations.

10. My firm has represented numerous individuals in class and PAGA representative actions, including other matters in which class and PAGA action settlements have been approved with me as counsel for Plaintiffs. Courts have routinely awarded my firm common fund fee percentages in class and PAGA cases ranging from 33% to 40%. These cases include, but are not limited to, the following:

- 1) *Rooney v. Save Mart Supermarkets*, Sacramento Superior Court Case No. 34-2020-00274973-CU-OE-GDS (class and PAGA action final approval granted);
- 2) *Carmen Garcia v. Caliber Holdings of California, LLC et al.*, Placer County Superior Court, Case No. S-CV-0050365 (PAGA-only settlement approved);
- 3) *Marie Hogan v. Aecom Technical Services, Inc.*, Los Angeles County Superior Case No. 19STCV40072 (counsel for Plaintiff, wage-and-hour class action settlement final approval granted);
- 4) *Aaron Carr v. Howroyd-Wright Employment Agency et al.*, Sacramento Superior Court, Case No. 34-2018-00228290 (counsel for Plaintiff, wage-and-hour class and PAGA

1 action, final approval of settlement granted);

2 5) *Christian Sipin et al. v. Salesforce.com, Inc.*, San Joaquin County Superior Court, Case
3 No. STK-CV-UOE-2019-0004629 (counsel for Plaintiffs, wage-and-hour class and
4 PAGA action, final approval of settlement granted);

5 6) *Sean Lalor et al. v. Mendocino Farms*, Sacramento County Superior Court, Case. No.
6 34-2020-00277871 (class and PAGA action, final approval);

7 7) *Melody Armstrong et al. v. Ruan Transport Corp.*, San Bernardino County Superior
8 Court, Case No. CIVDS1605897 (class and PAGA action, final approval granted);

9 8) *Ruth Oyenyi Abe, et al. v. United Cerebral Palsy of Greater Sacramento, Inc.*,
10 Sacramento County Superior Court, Case No. 23CV008763 (final approval of settlement
11 granted);

12 9) *Deena Sakhel v. Cogir Management USA Inc.*, San Joaquin County Superior Court, Case
13 No. STK-CV-UOE-2020-0001215 (class and PAGA action, final approval granted);

14 10) *Anthony Evans et al v. Direct Delivery Service, Inc. et al.*, San Joaquin County Superior
15 Court Case No. STK-CV-UOE-2020-0003776 (class and PAGA action, final approval
16 granted);

17 11) *Jerome Williams v. RC Willey Home Furnishings*, Sacramento Superior Court Case No.
18 34-2019-00272003 (class and PAGA action, final approval granted);

19 12) *Anthony Trujillo v. Valet Living, LLC*, Sacramento Superior Court Case No. 34-2020-
20 00273711 (class and PAGA action, final approval granted);

21 13) *Susan Tanis v. Laser Eye Care of California, LLC et al.*, Sacramento County Superior
22 Court, Case No. 34-2021-00299140 (class and PAGA action, final approval granted);

23 14) *Blythe Ducheneaux v. Villa Sport, et al.*, Placer County Superior Court, Case No. S-CV-
24 0044826 (class and PAGA action, final approval granted);

25 15) *Nicholas Simon v. Maita Enterprises, Inc.*, Sacramento Superior Court Case No. 34-
26 2020-00276615 (PAGA-only action settlement approval granted);

27 16) *Robert Amador v. Jeff Thompson's Auto Group, Inc.*, El Dorado County Superior Court,
28 Case No. PC20190146 (PAGA-only settlement approved granted);

- 1 17) *Virginia Gottlieb v. Agilent Tech.*, Sacramento Superior Case No. 34-2018-0244298
2 (PAGA-only settlement approval granted);
- 3 18) *Bulos Saliba v. Amerigas Propane*, Sacramento Superior Case No. 34-2019-00257327
4 (counsel for Plaintiff, final approval granted);
- 5 19) *Ivan Guschin et al. v. Energy Star Lighting and Electric*, Sacramento County Superior
6 Court, Case. No. 2020-00281895-CU-OE (PAGA-only action granted);
- 7 20) *Kenneth Trone v. Sugar Bowl*, Placer County Superior Court, Case No. S-CV-0045755
8 (PAGA-only settlement approval granted).
- 9 21) *Daniel McNamee et al. v. indiGO San Francisco, LLC*, Marin County Superior Court
10 Case No. 3:22-cv-04033-JSC (PAGA-only settlement approval granted);
- 11 22) *Christine Hall, et al. v. USA Multifamily Management, Inc., et al.* Placer County
12 Superior Court Case No. S-CV-0045899 (class and PAGA action, final approval
13 granted);
- 14 23) *Nicole Prahm v. Hot Topic, Inc.*, Placer County Superior Court, Case No. S-CV-
15 0049489 (PAGA-only settlement approval granted);
- 16 24) *Blake Ahlers v. Rideout Memorial Hospital*, Yuba County Superior Court, Case No.
17 CVC22-00115 (PAGA-only settlement approval granted)
- 18 25) *Dina Serrieh v. Jill Acquisition LLC*, Placer County Superior Court, Case No. S-CV-
19 0049697 (class and PAGA action, final approval granted);
- 20 26) *Kaitlin Brick, et al. v. Hooked on Solar, Inc.*, Placer County Superior Court, Case No. S-
21 CV-0048295 (class and PAGA action, final approval granted);
- 22 27) *Edmundo Holguin v. Hawthorne Machinery Company*, San Diego County Superior
23 Court Case No. 37-2021-00003107-CU-OE-CTL (PAGA-only settlement approval
24 granted);
- 25 28) *Guthrie Siegman v. JMR Concessions, LLC, et al.*, Alameda County Superior Court,
26 Case No. 23CV030280 (PAGA-only settlement approval granted);
- 27 29) *Zachariah Salsbury v. Hansen Bros. Enterprises*, Nevada County Superior Court, Case
28 No. CU0001116 (PAGA-only settlement approval granted).

- 1 30) *Marjan Warmilee v. Lendbuzz Funding, LLC, et al.*, Sacramento County Superior Court
2 Case No. 34-2022-00328422 (class and PAGA action final approval granted);
3 31) *Hailey Popovich v. Russell Cellular, Inc.*, Fresno County Superior Court, Case No.
4 20CECG02552 (PAGA-only settlement approval granted);
5 32) *Kody Walker v. Enovix, Inc.*, Alameda County Superior Court, Case No. 23CV028923
6 (PAGA-only settlement approval granted);
7 33) *Eric Vasconcellos v. JS Sacramento, Inc. et al.*, Sacramento County Superior Court,
8 Case no. 23CV012199 (PAGA-only settlement approval granted);
9 34) *Kali Bates, et al. v. MVP Event Productions, LLC et al.*, Sacramento County Superior
10 Court, Case No. 34-2022-00317653 (class and PAGA action, final approval granted);
11 35) *Ellena Sornoso v. The Buckle, Inc.*, Butte County Superior Court, Case No. 23CV03464
12 (PAGA-only settlement approval granted);
13 36) *Sean Doyle, et al. v. UAUTO Roseville, LLC*, Placer County Superior Court, Case No. S-
14 CV-0052660 (PAGA-only settlement approval granted)
15 37) *Julie Nishimoto v. CP Capital Group, Inc.*, Yolo County Superior Court, Case No.
16 CV2024-1152 (PAGA-only settlement approval granted);
17 38) *Harry Edward v. SVC Manufacturing, Inc., et al.*, Alameda County Superior Court, Case
18 No. 23CV027173 (class and PAGA action, final approval granted);
19 39) *Alejandro Rodriguez v. Worldwind Services, LLC*, Kern County Superior Court, Case
20 No. BCV-19-103236 (class and PAGA action, final approval granted);
21 40) *Adrian Hernandez v. Santa Fe Mercados, Inc.*, Monterey County Superior Court, Case
22 No. 21CV000222 (class and PAGA action, final approval granted);
23 41) *Atya Tarkington v. Logical Innovations, Inc., et al.*, Los Angeles County Superior Court,
24 Case No. 22AVCV00752 (class and PAGA action, final approval granted);
25 42) *Richard Archibeque v. Collins Electrical Company, Inc.*, San Joaquin County Superior
26 Court, Case No. STK-CV-UOE-2021-0003864 (Class action, final approval granted).
27 43) *Moala Alipate v. CHME, Inc.*, San Mateo County Superior Court, Case No. 20-CIV-
28 00733 (class and PAGA action, final approval granted);

1 (l) Additionally, our firm is counsel for Plaintiffs in numerous other currently
2 pending class and PAGA representative actions in Superior Courts throughout the state, which are at
3 various stages of litigation but have not yet gone to judgment or had settlements approved, including but
4 not limited to:

- 5 1) *Eduardo Enriquez v. Solari Enterprises, Inc.*, Los Angeles Superior Court, Case No.
6 20STCV11129 (PAGA action pending);
- 7 2) *Rana Musharbash v. JPMorgan Chase Bank*, Eastern District of California, Case No.
8 2:22-cv-02320-DAD-KJN (PAGA action pending);
- 9 3) *Janise Cohen v. Regal Cinemas, Inc.*, Sacramento County Superior Court Case No.
10 25CV002521 (PAGA action pending);
- 11 4) *Dustin Graham v. Allied Waste Systems, Inc.*, Contra Costa County Superior Court, Case
12 No. C22-01284 (class and PAGA action pending);
- 13 5) *Kristen Hosseini v. Elam's Jewelry, Inc.*; San Diego County Superior Court Case No.
14 37-2023-00033778-CU-OE-CTL (class and PAGA action pending);
- 15 6) *Alexia Smith v. Westlake Wellbeing Properties, LLC*, Los Angeles County Superior
16 Court, Case No. 24VECV04398 (class and PAGA action pending);
- 17 7) *Helen Robinson v. Alameda Mortgage Corporation*, Contra Costa County Superior
18 Court, Case No. C23-02306 (class and PAGA action pending);
- 19 8) *Paul Dukes, et al. v. Hilton Hotel Employer LLC*, Eastern District of California Case No.
20 2:25-CV-02543-DJC-CKD (PAGA action pending);
- 21 9) *Jacqueline Rodriguez Campos v. Casa Lupe, Inc., et al.*, Butte County Superior Court,
22 Case No. 25CV02795 (PAGA action pending);
- 23 10) *Unique Pressley v. Wal-Mart Associates, Inc.*; Placer County Superior Court Case No.
24 S-CV-0056256 (PAGA action pending)
- 25 11) *Jesse Vaughn v. MDStat Urgent Care, Inc.*; El Dorado Superior Court Case No.
26 26CV0602 (PAGA action pending)
- 27 12) *Robert Bell v. Allied Universal Compliance and Investigations, Inc.*; San Joaquin
28 Superior Court case No. STK-CV-UOE-2025-0014099 (PAGA action pending)

1 13) *Kody Walker v. Naprotek, LLC*; Sacramento Superior Court Case No. 25CV007274
2 (class and PAGA action pending)

3 14) *Austin Riely Singh Dowty v. Zorb Management, Inc. dba Monty's Express Carwash*; San
4 Joaquin Superior Court Case No. STK-CV-UOE-2026-0000579 (PAGA action pending)

5 15) *Juan Gutierrez v. Pacific Farm Management, Inc. et al.*; Madera County Superior Court
6 Case No. MCV097466 (class and PAGA action pending)

7 16) *Kurtis Hardesty v. Clark & Rush Mechanical, Inc.*; Sacramento County Superior Court
8 Case No. 26CV000872 (PAGA action pending)

9 17) *Eric Hike v. Werner Enterprises Inc.*; Eastern District of California Case No. 2:25-cv-
10 03662-DAD-AC (class action pending)

11 11. The lists above do not reflect several cases in which my firm has represented
12 employers in complex wage-and-hour class and PAGA cases.

13 12. My former Senior Associate Spencer Turpen was admitted to the California Bar in
14 2014. He obtained his law degree from University of the Pacific, McGeorge School of Law, and his
15 bachelor's degree in economics from the University of California Berkeley. I understand that Mr.
16 Turpen is now works for Drew Lewis, PC as a Senior Associate.

17 13. During his employment with my firm, Mr. Turpen was admitted to practice in the
18 state of California, and United States District Court for the Northern, Eastern, and Central Districts
19 of California. He is also admitted to practice in the state of Texas. He was involved in both jury and
20 bench trials. Mr. Turpen was also an active member of the Labor and Employment Section of the
21 Sacramento County Bar Association and the Labor and Employment and Litigation Sections of the
22 California Lawyers Association. When working for my firm, Mr. Turpen represented employers and
23 individuals in class and collective wage and hour actions, and in other employment actions, in both
24 state and federal court. He also represented employers and individuals in hearings before the Labor
25 Commissioner and the Civil Rights Department. Mr. Turpen's practice was dedicated solely to
26 employment litigation.

27 14. Prior to joining my firm, Mr. Turpen worked at Sacramento area litigation law firms,
28 including Murphy Austin Adams Schoenfeld, LLC and Wilke Fleury, LLP. Mr. Turpen

1 has represented numerous Fortune 500 companies in high-stakes employment cases involving a wide
2 range of claims including, without, limitation, discrimination, harassment, retaliation,
3 misclassification, claims for unpaid wages, violations of the California Labor Code, PAGA, trade
4 secret misappropriation, and wrongful termination.

5 15. My Associate, Bryce Fick, was admitted to the bar in 2018. He obtained his law
6 degree from the University of the Pacific, McGeorge School of Law, which he earned with Great
7 Distinction and graduated 3rd in his class. Mr. Fick was also admitted to the Order of Coif and the
8 Traynor Honor Society. During law school, Mr. Fick externed for the Honorable Consuelo Callahan
9 of the United States Court of Appeals for the Ninth Circuit, as well as for the Sacramento County
10 Superior Court, the El Dorado Superior Court, and the California Office of Administrative Hearings.
11 He obtained his Bachelor's degree in Sociology in 2014 from the University of California, Davis.

12 16. Mr. Fick is admitted to practice in the State of California as well as the Federal District
13 Courts of the Eastern District of California, the Northern District of California, and Central District
14 of California.

15 17. Mr. Fick has substantial litigation experience that includes both federal and state civil
16 litigation, representing plaintiffs and defendants, with an emphasis on plaintiff's work against small,
17 medium, and large defendants. His work has included matters involving PAGA, wage and hour
18 violations, and discrimination, as well as other plaintiff matters such as violations of disabled access
19 laws, housing violations, and consumer warranty claims. At my firm, his work is solely focused on
20 employment matters.

21 **PROCEDURAL POSTURE**

22 18. This case was brought as a class and PAGA action based on Defendant's alleged
23 violations of violation of California Business and Professions Codes section 17200, *et seq.*, failure
24 to pay minimum wages for all hours worked, failure to pay overtime wages, failure to provide meal
25 and rest periods, failure to provide accurate wage statements, failure to reimburse business expenses,
26 wages not timely paid, and penalties under PAGA.

1 19. Defendant has contested the merits of this case and the suitability of the case for class
2 action treatment, and, notwithstanding its agreement to settle this matter; it believes it has complied
3 with all state and federal employment laws with respect to Plaintiffs and the class.

4 20. Plaintiffs contend they worked for Defendants as non-exempt, hourly employees.
5 From our initial investigations of Plaintiffs' claims and documents, we believed Plaintiffs' claims
6 had merit.

7 21. I understand that on September 7, 2016, Plaintiff Robert Westfall filed his action,
8 titled *Robert Westfall v. Ball Metal Beverage Container Corporation, et al.*, currently pending in
9 Solano County Superior Court, Case No. FCS047654. Defendant subsequently removed the State
10 Court Action to the United States District Court for the Eastern District of California, thereby
11 initiating the civil action entitled *Westfall v. Ball Metal Beverage Container Corporation*, Case No.
12 2:16-cv-02632 ("the Federal Action").

13 22. I understand that on September 29, 2016, Plaintiff Westfall submitted his PAGA
14 Notice to the LWDA for the purpose of complying with California Labor Code § 2699.3's notice
15 requirement. At that time, Plaintiff's counsel submitted the \$75.00 filing fee on behalf of Plaintiff.
16 The PAGA Notice was sent to Defendant via certified mail. The matter was given the LWDA case
17 number: LWDA-CM-160121-16.

18 23. I understand that on April 6, 2017, Plaintiffs filed the First Amended Complaint
19 ("FAC") in the Federal Action following the filing of a stipulation by the parties.

20 24. I understand that on May 18, 2018, Plaintiff's counsel uploaded a copy of the filed
21 FAC on the LWDA website.

22 25. I understand that on December 11, 2019, Plaintiffs and Defendant reached a
23 resolution of this matter and submitted a Motion for Final Approval on April 15, 2022. Richard
24 Martin and Andre Bernstein (collectively "Objectors") filed objections to the settlement reached by
25 Plaintiffs and Defendant before the date of final approval and final approval was denied.

26 26. On March 6, 2024, Plaintiffs submitted an Amended PAGA Notice to the LWDA. At
27 that time, Plaintiff's counsel submitted the \$75.00 filing fee on behalf of Plaintiff. The Amended
28 PAGA Notice was sent to Defendant via certified mail.

1 answered questions regarding Defendant's factual contentions in this matter. Throughout this
2 litigation, I and my co-counsel communicated with Defendant's counsel, including via telephone and
3 email, discussing our respective positions. It was only after litigation, extensive, arm's length
4 negotiations for a period of several months, and four separate full-day mediation sessions that the
5 parties were able to reach a settlement. I understand that mediation sessions were held with Alan
6 Berkowitz on February 7, 2017 and August 1, 2018, Raul Ramirez on December 11, 2019, and
7 Jeffrey Ross on August 30, 2023. I personally attended and participated in the August 30, 2023
8 mediation, which lasted into the evening. The negotiations were at all times contentious and
9 adversarial, though still professional in nature.

10 31. The parties reviewed and analyzed substantial amounts of data regarding the class
11 claims. Nick Briscoe of Briscoe Economics Group was retained to assist with creation of a potential
12 damages analysis in anticipation of the fourth and final mediation. Based on our analysis and review
13 of all relevant documents and information on the class, we have determined that a generous likely
14 total exposure for the asserted claims, plus related statutory and civil penalties, without any reduction
15 for risk of loss, or reduction in PAGA penalties is approximately \$22,545,996, not including interest.

16 32. The proposed gross settlement amount of \$4,500,000 represents approximately
17 19.96% of the likely maximum recovery, based on our analysis, if Plaintiffs and the class were to
18 prevail at trial on all claims with no reductions in penalties, excluding interest. This amount presents
19 an excellent recovery given the risks of reduction in PAGA penalties even if the case were allowed
20 to proceed on a representative action basis, manageability concerns, the risk that Defendant will
21 prevail on some or all of their affirmative defenses, and the risk that Plaintiffs and the class may
22 obtain no recovery at all. The settlement is in the best interests of the class insofar as it provides
23 more certain and timelier relief for the class for the claims being released.

24 33. I also believe the Settlement Amount is a reasonable compromise of claims based on
25 the legal and factual disputes, the statutory maximum for available wage statement penalties, and the
26 fact that Courts regularly cut civil penalties on PAGA claims where statutory penalties for the same
27 violations are assessed. The statutorily authorized discretion that Courts have been used to reduce
28 penalties ranges substantially. *See, e.g., Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App.

1 4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590,
2 *9 (C.D. Cal. 2011) (82% reduction). Based on this, I believe the proposed PAGA settlement is a
3 fair, reasonable, and adequate compromise of claims and represents an excellent result in light of the
4 potentially recoverable penalties at issue and the potential for reduction in the Court's discretion.

5 34. I believe the Settlement Amount is a reasonable compromise of claims based on the
6 legal and factual disputes, the statutory maximum for available wage statement penalties, and the
7 fact that Courts regularly cut civil penalties on PAGA claims where statutory penalties for the same
8 violations are assessed. The statutorily authorized discretion that Courts have used to reduce
9 penalties ranges and can be between a 30% and 82% reduction of total available penalties based on
10 my review of the case law. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112,
11 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D.
12 Cal. 2011) (82% reduction). Furthermore, there was substantial risk that a Court could find no
13 liability at all based on the strong defenses on the merits presented by Defendant, which would
14 eliminate the value of the claims entirely. The ability to secure a guaranteed settlement now and
15 ensure class members receive some compensation, rather than proceed to further litigation and
16 potentially recover nothing, was a motivating factor in reaching this settlement. I understand that
17 after deduction for requested attorney's fees and costs, representative enhancement, settlement
18 administrator fees, and the LWDA's portion of the PAGA penalty allocations, the Class will have a
19 net settlement amount of approximately \$2,810,000.00.

20 35. Some highlights of the substantial benefit to the class members under the agreement
21 are discussed below:

22 ***Average Net Settlement Amount Per Class Member***

23 36. As previously stated, by my calculations, with the 327 estimated members of the
24 class, the settlement results in an average of approximately \$8,593.27 for each class member, or
25 based on what I understand to be a more recent estimate of 389 members: \$7,223.65, from the
26 \$2,810,000.00 net settlement amount; albeit, the class members will receive a payment in proportion
27 to their workweeks and at the rates agreed upon in the settlement agreement.

28 ***Substantial Waiting Time Penalty Recovery***

1 42. Besides Richard Martin, who is now an objector in this matter, I am unaware of any
2 other actions pursued by any other Class Member against Defendant for the claims during the time
3 periods alleged in this action.

4 43. I understand that the statute of limitations has since passed for any new actions to be
5 initiated on claims that accrued before April 20, 2020 that are covered by this settlement agreement.

6 44. Assuming that no other actions have been filed, it stands to reason that the other
7 employees of Defendant would have likely gone without any recovery whatsoever for the time period
8 of September 7, 2012 to April 20, 2020, were it not for this class action that was prosecuted by
9 Plaintiff and Plaintiff's Counsel.

10 ***Defendant Must Change Alleged Violating Policies and Procedures***

11 45. I understand that the litigation resulted in Defendant changing the paging-
12 announcement policy that underlie Plaintiffs' claims thereby preventing further violations of
13 Defendant's employees' rights. Both the first and second settlement agreement require Defendant to
14 make policy and practice changes. The second settlement agreement now provides that Defendant
15 must also modify its policies and procedures related to new hazardous materials. The present
16 settlement agreement that the parties no seek approval provides as follows at page 32 ¶ 20:

17 Defendant's Policy and Practice Changes. Defendant shall continue to remove,
18 disable and/or de-activate any speakers connected to the paging system at its Fairfield,
19 California facility, to the extent such speakers are located within the break room or
20 other designated break areas at the Fairfield, California facility. As consideration for
21 Objector Martin's release of his Labor Code section 6300 PAGA claim, Defendant
22 Ball has modified its policies and procedures to provide that whenever a new
23 hazardous material is introduced into the work area at the Fairfield Plant, Defendant
24 will conduct an assessment to evaluate which employees will be reasonably
25 anticipated to be exposed to such materials, and those employees will be trained, to
26 the extent appropriate, on reasonably foreseeable exposures on the job and general
27 classes of hazardous chemicals. These policy changes reflect no admission of liability
28 or wrongdoing by any Party.

24 **ATTORNEY'S FEES ARE REASONABLE**

25 46. I am the sole owner of Castle Law: California Employment Counsel, PC. In agreeing
26 to represent Plaintiffs and take on the PAGA case, I agreed to take this case on a contingency basis,
27 meaning that I would take a percentage of any settlement or judgment should we recover a monetary
28

1 amount. My co-counsel and I have also advanced all costs of litigation at risk of potentially never
2 being reimbursed. I took a risk that we would not recover any money in this matter if we were
3 unsuccessful at trial. I also took on the risk that the case may not be able to proceed to trial due to
4 manageability concerns and/or be subject to an unfavorable summary judgment ruling. However, I
5 believe it is important to make sure employees are able to find affordable representation in order to
6 ensure that employers are treating their employees legally and fairly regarding their wages and other
7 aspects of employment.

8
9 47. My law firm is a boutique law practice that focuses exclusively on employment
10 litigation. We do not have a large number of attorneys or cases and taking on PAGA actions to
11 vindicate the rights of similarly situated employees and penalties payable to the LWDA represent a
12 substantial risk and burden as PAGA litigation requires a substantial amount of time and financial
13 resources to successfully litigate. I believe the risk experienced by my firm taking on PAGA
14 litigation cases is much more substantial than what typically larger law firms would face.

15
16 48. Plaintiffs, my co-counsel, and our firm have been able to secure an identifiable benefit
17 on behalf of the LWDA and similarly situated employees and equity counsels that the cost of the
18 representation should be born equally amongst all individuals and entities receiving these benefits.
19 The settlement recovery provides an excellent result in light of the legal and factual issues affecting
20 this settlement and is the product of substantial time and effort in analyzing the facts and law
21 applicable to this case. I agreed to take this case on a contingency and as a PAGA action with the
22 possibility that I would not receive any compensation for my time and efforts due to issues regarding
23 merits and/or damages and have carried that substantial financial risk over the past year. I have
24 reviewed fee arrangements and Court ordered fee awards in similar representative litigation
25 settlements and I believe that the one-third (33.33%) fee requested (\$1,500,000) is within the
26 accepted ranges and eminently reasonable in light of the results obtained in this case.
27
28

1 49. In my experience with contingency cases in employment law cases, the typical
2 percentage negotiated between parties ranges from thirty-five to fifty percent (35% to 50%) in
3 individual litigation. In class action litigation, my experience in my own firm and working with
4 several other firms has been that the typical percentage negotiated between parties and approved by
5 a court ranges from thirty to forty percent (30% to 40%) based on the same factors. Several recent
6 Federal District Court Cases have approved common fund based fee requests. These cases include
7 *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 457, 463 (9th Cir. 2000) (affirming 33% of fund as
8 fee in securities case); *Birch v. Office Depot, Inc.*, USDC Southern District, Case No. 06cv1690 DMS
9 (WMC) (awarding 40% fee in a wage and hour class action settlement); *Rippee v. Boston Mkt. Corp.*,
10 USDC Southern District, Case No. 05cv1359 BTM (JMA) (awarding a 40% fee on wage and hour
11 class action settlement). I believe our request of one-third for attorneys' fees is justified given the
12 results obtained on behalf of the similarly situated employees and the LWDA. Moreover, at this
13 time, my co-counsel and my firm have advanced all costs for Plaintiffs and PAGA members and
14 have not received any compensation whatsoever for our time expended in this case.
15

16 50. I understand that all of Plaintiffs' Class Counsel have all invested a substantial amount
17 of time and costs into this litigation, with the risk of netting nothing should they ultimately not
18 prevail.
19

20 51. My firm joined the litigation at a comparatively later stage, primarily focusing on
21 settlement-related work and collaborating with co-counsel Matthew Eason and Erin Scharg to bring
22 the matter to resolution. Our work was particularly concentrated on settlement negotiations,
23 preliminary approval documentation, class settlement administration, and ensuring compliance with
24 PAGA notice requirements.
25

26 52. I understand that by the time my firm joined the litigation, there had already been
27 substantial litigation prior to my firm joining the case and that the matter had already settled once,
28

1 but there was an objection to the settlement. Despite joining in a comparatively later stage of the
2 case, my firm has invested considerable time and resources to bring this matter to resolution.

3 53. My firm has policy of contemporaneously recording time worked on matters in an
4 online management software. In that software, my firm alone has recorded over 101.8 hours of
5 attorney-time on this matter as of drafting this declaration. That is at least 101.8 hours spent on the
6 matter from June 2023 to January 2025, less than 2 years.

7 54. As of drafting this section of the declaration, my firm has invested over 161 hours in
8 this matter between June 2023 and January 2025. This time was distributed among myself and two
9 of my associates: Spencer Turpen and Bryce Fick. The majority of my firms time was dedicated to
10 mediation and settlement activities, which included preparing for and participating in mediation
11 sessions, analyzing data for negotiations, drafting and reviewing mediation briefs, and working on
12 settlement documentation.
13

14 55. A significant portion of my firm's time has also been spent on motion practice,
15 primarily focused on drafting the preliminary approval motion and preparing supporting
16 declarations.
17

18 56. My team also spent significant amount of time on case management and
19 communicating with stakeholders, which included coordinating with co-counsel, handling objector
20 issues, and handling PAGA-related correspondence and tasks.

21 57. My firm also spent significant time on document review and research, which included
22 analyzing defense positions and reviewing settlement documents. Among the time spent analyzing
23 and strategizing, this time involved addressing potential issues to class certification issues,
24 particularly regarding subclasses and allocation issues..
25
26
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1 58. The Laffey Matrix is a pre-fixed formula used by federal courts to determine
2 reasonable hourly rates. *See* Rubenstein, 5 Newberg on Class Actions, §15:43, p. 148 (5th Ed. 2015).
3 *See* <http://www.laffeymatrix.com/see.html>.

4 59. The Matrix for the dates of June 1, 2024 to May 31, 2025, reflects attorneys' rates
5 with experience commiserate to my years of experience as billing upwards of \$948 per hour;
6 attorneys with Mr. Turpen's years of experience at \$839; and attorneys with Mr. Fick's years of
7 experience at \$581 per hour.

8 60. As of the drafting of this declaration, I have recorded 73 hours on these matters.
9 Ignoring the varying rates of different years for simplicity, the Laffey Matrix provides a rate of \$948
10 per hour, which would reflect \$69,204.00 in fees.

11 61. My former associate, Spencer Turpen, recorded 60.75 hours on this matter. Ignoring
12 the varying rates of different years for simplicity, the Laffey Matrix provides a rate of \$839 per hour,
13 which would reflect \$50,969.25 in fees.

14 62. My current associate, Bryce Fick, has billed 29 hours so far in this matter. Ignoring
15 the varying rates of different years for simplicity, the Laffey Matrix provides a rate of \$581 per hour,
16 which would reflect \$16,849.00 in fees.

17 63. If my firm, alone, had billed our fees would amount to a lodestar of approximately
18 \$69,204.00 + \$50,969.25 + \$16,849.00 = \$137,022.25 as of drafting this declaration. This amount
19 excludes work performed after its drafting, which includes revising and finalizing the moving papers
20 for the preliminary hearing motion and subsequent work to finalize and wrap up the matter.
21

22 64. Combining the \$137,022.25 with my Plaintiffs' Co-Counsel, Eason & Tamborini,
23 ALC, calculated lodestar estimate of \$694,025 provides a total estimated lodestar of \$831,047.25
24

25 65. My firm's current estimated costs are \$13.91.

26 66. Under the proposed settlement agreement, the total fees my firm and Plaintiffs' Co-
27
28

1 Counsel will take is \$1,090,000.00.

2 67. This means that lodestar multiplier for the agreed upon fee amount is a reasonable
3 1.465 based upon the calculation of $\$1,090,000/\$831,047.25 = 1.312$.

4 *Fees In Excess of 25% Are Justified in this Matter*

5 68. In my opinion, Plaintiffs' Counsel and the Objector's Counsel have provided a
6 substantial benefit to and success for the class in this considerably complex case, which justifies the
7 fees greater than 25% of the gross settlement amount.

8 *This Complex Matter has Been Litigated for Nearly Nine Years*

9
10 69. I understand that his action was filed in Solano County in September 2016, and it has
11 been actively litigated ever since, with the limited exception of some time after the first settlement
12 reached between Plaintiff and Defendant.

13 70. The issues presented in this matter are complex, involving a multitude of individuals
14 and entities, documentation, and analysis to evaluate the claims and assert any conclusions regarding
15 the liability Defendant faced.

16
17 71. I understand that Plaintiff and Defendant initially reached a settlement after years of
18 litigation that involved substantial discovery, including 24 depositions of class members in 2019.
19 The final approval for that settlement, however, was denied in January 2023.

20 72. In response to an objector, the parties continued negotiations and litigation, including
21 additional discovery.

22 73. After additional discovery and litigation, the parties engaged in renewed arms-length
23 negotiations and after a full day mediation that extended into the evening hours, they were able to
24 reach a resolution in August 2023.
25
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1 80. Plaintiff's Counsel worked long and hard over several years to obtain a settlement of
2 \$2.45 million but was unable to push Defendant any further with the evidence and argument at their
3 disposal.

4 81. With the added pressure of the Objector, however, Plaintiff's Counsel and the
5 Objector were able to negotiate a settlement of nearly double.

6 82. While the attorney's fees in a percentage-recovery correspondingly increases with the
7 increased settlement amount, the nearly doubling of gross settlement was the result of the combined
8 effort of the Plaintiff's Counsel and Objector and will be split accordingly.
9

10 ***Combined Efforts of Plaintiff's and Objector's Counsel Resulted in a Significant Changes to***
11 ***Defendant's Policies and Procedures***

12 83. I understand that the litigation resulted in Defendant changing the paging-
13 announcement policy that underlie Plaintiffs' claims thereby preventing further violations of
14 Defendant's employees' rights. Both the first and second settlement agreement require Defendant to
15 make policy and practice changes. The second settlement agreement now provides that Defendant
16 must also modify its policies and procedures related to new hazardous materials. Although the parties
17 have not agreed upon a valuation for these changes, they nevertheless should represent a significant
18 benefit to the Class.
19

20 ***The Combined Efforts of Plaintiff's and Objector's Counsel Resulted in a Fair and Reasonable***
21 ***Settlement***

22 84. Based on the efforts of Plaintiff's Counsel and the subsequent combined efforts with
23 Objector's Counsel, the class will be receiving the benefit of an agreement where, among other
24 things, the average net settlement amount per class member is \$8,593.27 or, based on what I
25 understand to be a more recent estimate of 389 members: \$7,223.65; where there is a Substantial
26 Waiting Time Penalty Recovery that is resulting in recovery of up to 33% of the maximum penalties
27
28

1 that the applicable class members would have been able to recover on their own for 12-hour workdays,
2 net; where the additional violations suffered by the Engineering positions are acknowledged and
3 adequately compensated; where a substantial number of Class Members are compensated who would
4 have likely not recovered nothing outside of this Class Action for the violations that they suffered
5 from at least September 7, 2012 to April 20, 2020; and where Defendant must make significant policy
6 and procedure changes that should address the claims of Plaintiffs and the Objectors

7
8 85. I expect to seek recovery of my firms costs from the costs allotted in the settlement
9 agreement in this matter at its conclusion.

10 I declare under penalty of perjury under the laws of the State of California and the
11 United States of America that the foregoing is true and correct. Executed this 30st day of March,
12 2026.

13 /s/ Timothy B. Del Castillo
14 Timothy B. Del Castillo
15 Attorney for Plaintiffs
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