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10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN JOAQUIN**
12 **UNLIMITED JURISDICTION**

14 Leticia Romero, Hilda Mancilla de Magana,
15 Maria Linares, and Maria de Jesus Becerra,
16 on behalf of themselves and others similarly
17 situated and the general public,

16 Plaintiffs,

17 vs.

18 Morada Produce Company, L.P.; and DOES 1
19 through 50, inclusive,

20 Defendants.

Case No. STK-CV-UOE-2020-9623

**DECLARATION OF ARLO GARCIA
URIARTE IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: April 30, 2025

Hearing Time: 9:00 A.M.

Judge: Hon. George J. Abdallah

Dept.: 10A

Action Filed: November 17, 2020

1 I, Arlo Garcia Uriarte, declare as follows:

2 1. I am an attorney licensed to practice in all courts for the State of California. I am
3 the founding and managing attorney for the law firm Liberation Law Group, P.C. (“LLG” or
4 “our Firm”). I am the supervising attorney and one of the attorneys personally involved in the
5 litigation of this matter representing Plaintiffs Leticia Romero (“Romero”), Hilda Mancilla de
6 Magana (“Magana”), Maria Linares (“Linares”), and Maria de Jesus Becerra (“Becerra”)
7 (hereinafter “Plaintiffs”) against Defendant Morada Produce Company, L.P. (hereinafter
8 “Defendant”) (collectively, “Parties”). The information contained herein is based upon my
9 personal knowledge or belief. If called to testify to this information under oath, I could and
10 would do so competently.

11 2. Our Firm took on this matter on a full contingency basis. Plaintiffs executed
12 LLG’s standard contingency agreement, which provides for a 33.33% fee of the total recovery if
13 the case resolves before trial, and 40% if it proceeds toward trial. Incurred litigation costs are
14 billed separately, but only in the event of a recovery. Our Firm has never received hourly
15 compensation in any wage and hour class or PAGA representative action brought on behalf of
16 workers. In this case, our Firm will not receive any fees for the substantial time invested or
17 reimbursement for litigation expenses unless a successful resolution is achieved. When they
18 retained counsel, Plaintiffs confirmed that they understood their obligations as class
19 representatives, including the responsibility to prioritize the interests of the class above their
20 own when required.

21 3. In reviewing discovery and researching the company, I was able to determine
22 that Defendant is a family-owned business and one of California’s largest packers and shippers
23 of cherries, onions, and bell peppers.

24 4. Plaintiffs worked for Defendant as non-exempt, seasonal employees. Hilda
25 Mancilla de Magana was employed as a sorter from 2007 through June 2020. Maria de Jesus
26 Becerra worked as a sorter and packer from 2015 to May 2020. Leticia Romero was employed
27 as a packer and sorter from April 2020 through June 2020. Maria Linares worked as a packer
28 from 2008 until June 2020. This was evident from a review of their employment records,

1 provided by Defendant.

2 5. Plaintiffs allege they performed unpaid off-the-clock work before and after their
3 shifts. A review of discovery and meetings with Plaintiffs and other putative class members
4 indicated the following. Defendant's written policies require employees to be physically present
5 at their workstations, ready to begin duties, by the official start of their shift. As a result,
6 Plaintiffs and other employees regularly arrived early to prepare for work and ensure timely
7 arrival at their stations. After their machines stopped at the end of the shift, employees clocked
8 out, disposed of used PPE, washed up, returned to the locker rooms, exited the building, and
9 walked to their vehicles—without compensation for this time. Defendant disputes these claims,
10 contending that punch clocks were available at multiple facility entrances, allowing employees
11 to clock in before performing any work-related tasks.

12 6. Based on Plaintiffs' experience, meal and rest breaks were tied to the operational
13 schedule of the line machines. Breaks were only provided when the machines stopped at
14 scheduled times. During these breaks, employees would remove PPE and step away from their
15 stations. However, supervisors routinely called workers back five minutes before operations
16 resumed, curtailing the full duration of breaks. Defendant issued no written policy addressing
17 these shortened breaks, despite the practice being widespread. Defendant's formal written break
18 policies, in contrast, appear facially compliant according to their legal counsel.

19 7. Plaintiffs believe the wage and hour violations they experienced were systemic
20 and affected a broad group of similarly situated employees.

21 8. The Parties exchanged formal written discovery, including form and special
22 interrogatories and requests for production. Plaintiff Romero sat for deposition, as did two of
23 Defendant's Person(s) Most Knowledgeable. In advance of mediation, Defendant produced key
24 documents and data, including: (1) employee handbooks with applicable wage and hour
25 policies; (2) a meal period waiver form; (3) an arbitration agreement; (4) two "hours worked
26 verification" forms; and (5) a timekeeping and payroll sample covering approximately 30% of
27 the putative class. Defendant also disclosed the following class data: (1) 7,487 total employees;
28 (2) 332 current employees; (3) 7,155 separated employees; (4) 170,790 total workweeks; (5)

1 111,165 PAGA pay periods; and (6) an average hourly wage of \$16.32.

2 9. Following substantial investigation and preparation, the Parties engaged in arms-
3 length settlement negotiations. A mediation was held on August 14, 2024, with Steven
4 Serratore, a respected mediator with extensive experience in wage and hour class and
5 representative actions. After the Parties reached an impasse, Mr. Serratore issued a mediator's
6 proposal, which both sides accepted on August 16, 2024. The Parties thereafter worked
7 collaboratively to finalize a settlement that is fair, reasonable, and in the best interests of the
8 Class.

9 10. Plaintiffs invested significant time and effort in advocating for the proposed
10 settlement as shown in their declarations. Plaintiffs facilitated interviews with former
11 coworkers. They collected and shared employment records, completed detailed intake
12 interviews (including follow-up sessions), and participated in strategy discussions leading up to
13 mediation. Each Plaintiff attended the mediation, responded to mediator questions, and engaged
14 meaningfully in the negotiations.

15 11. The proposed settlement was achieved after some pre-certification discovery,
16 voluntary data exchange, and a mediation process that concluded with a mediator's proposal.

17 12. The Parties solicited bids from three reputable settlement administrators: CPT
18 Group, Inc., Phoenix Administrators, and Simpluris, Inc. To facilitate accurate bids, I provided
19 each company with critical information, including: (1) estimated length of the notice form; (2)
20 approximate class size; and (3) that notice would require bilingual mailing in English and
21 Spanish via First-Class U.S. Mail, with skip tracing and re-mailing of returned notices, along
22 with a dedicated settlement website. Simpluris, Inc. submitted the most competitive bid.

23 13. The Parties selected La Raza Centro Legal ("LRCL") as the *cy pres* beneficiary.
24 According to LRCL's mission statement, its goal is "to provide high quality, free legal
25 representation to the Latino community and other low-income immigrant families, as the most
26 trusted partner in legal services." [<https://www.lrcl.org/mission-vision-values>]. Neither I nor my
27 Firm has any financial interest in LRCL, nor do we hold any role in its operations or decision-
28 making.

1 14. The Parties finalized the Notice Form, now Court-approved, which complies
2 with legal standards and provides adequate notice to Class Members. Simpluris, Inc. will mail
3 the Notice via First-Class U.S. Mail, in both English and Spanish. The settlement website
4 maintained by Simpluris will host the Notice and all related documents for Class Members to
5 access easily.

6 15. My Firm has been in contact with several SCMs who reached out with questions
7 regarding the notice or settlement. We have made every effort to provide accurate and helpful
8 responses to their inquiries.

9 16. Together with the Plaintiffs, we diligently investigated the claims, carefully
10 weighed the risks and potential outcomes, and negotiated for the best result possible. We
11 rejected inadequate proposals and pushed for the strongest settlement we believed could be
12 achieved without risking class certification denial. Had certification been denied, the case would
13 have yielded no recovery for the class.

14 17. I am confident that the proposed settlement represents a strong result for the
15 Class. In light of the risks and complexities associated with pre-certification discovery, class
16 certification, class trial planning, trial itself, and the likelihood of appeals, I firmly believe this
17 resolution is fair, reasonable, and in the best interest of the Settlement Class.

18 18. With Plaintiffs' help, my Firm succeeded in obtaining a limited number of
19 declarations from their fellow Class Members in support of our mediation efforts.

20 19. The fee and costs request is well-supported by California law in my view.
21 Plaintiffs seek a fee award of 33.33% of the common fund on behalf of LLG. California courts
22 frequently approve fees of up to one-third of the common fund, particularly where counsel
23 secures significant relief while taking on all litigation risk. Both of those factors are present
24 here: the settlement delivers real monetary recovery while limiting release to the claims
25 asserted, and counsel prosecuted the matter on a pure contingency basis.

26 20. Our Firm has incurred \$25,499.46 in litigation costs to date and anticipates up to
27 \$38,320 in administration fees payable to Simpluris, Inc. These expenses were reasonably and
28 necessarily incurred in the prosecution and resolution of this action.

1 21. I am qualified to serve as Class Counsel based on my education and professional
2 experience. I earned a B.A. in Public Administration from the University of San Francisco and
3 later graduated from the University of San Francisco School of Law in 2003. I began law school
4 in 1996, paused for three years following the birth of my son in 1999, and returned to complete
5 my degree. I was admitted to practice in 2004. Before becoming an attorney, I worked as a legal
6 assistant in Bay Area law firms and in-house legal departments beginning in 1992.

7 22. Since becoming licensed, I have practiced exclusively in employment law on
8 behalf of plaintiffs. I have handled numerous wage and hour class and representative actions
9 and have developed substantial expertise in class litigation practices, certification strategies,
10 statutory interpretation, and industry-specific labor issues.

11 23. I have led my Firm in the handling of many similar wage and hour
12 class/representative actions. I have been approved by courts as class counsel in matters which
13 include but are not limited to:

- 14 • *Canlas v. Aircraft Service International, Inc.* case no. 16-cv-02355-JSW (U.S. District
15 Court, Northern District of California);
- 16 • *Conchas v. French Redwood, Inc.* case no. 17CIV04276 (San Mateo Superior Court),
17 meal and rest break compensation case against a hotel operator;
- 18 • *Farmer v FHR San Francisco Operations, LLC*, San Francisco Superior Court, CGC-20-
19 588472 (failure to pay all hours worked, overtime, and failure to provide meal and rest
20 periods case against a renowned hotel; settlement achieved and approved);
- 21 • *Castro v Black Angus Steak Houses, LLC*, Alameda Superior Court, RG19042157,
22 (failure to pay all hours worked, overtime, failure to provide meal and rest periods and
23 unpaid expenses case against a famous steakhouse; settlement achieved and approved);
- 24 • *Herrada v McWane, Inc.*, Alameda Superior Court, RG21103064, failure to pay all
25 hours worked, overtime, failure to provide meal and rest periods case against a cast
26 ductile iron manufacturer;
- 27 • *Lopez v. Peak California Restaurant Group, LLC*, Contra Costa Superior Court, C20-
28 00497, failure to pay all hours worked, overtime, failure to provide meal and rest

1 periods; case against a popular restaurant chain;

- 2 • *Melendez v Genesis Building Services, Inc.*, San Mateo Superior Court, 20CIV00453,
3 failure to pay all hours worked, overtime, failure to provide meal and rest periods; and
4 unpaid expenses case against a janitorial services company;
- 5 • *Sanchez v. Atherstone Foods, Inc.*, Contra Costa Superior Court, C20-01999, failure to
6 pay all hours worked, unpaid minimum wage, overtime, failure to provide meal and rest
7 periods; and unpaid expenses case against fresh food production company;
- 8 • *Romero v Taquerias el Farolito, Inc.*, San Francisco Superior Court, CGC-19-577957,
9 failure to pay all hours worked, unpaid minimum wage, overtime, failure to provide
10 meal and rest periods; and unpaid expenses case against a Mexican food chain
11 restaurant;
- 12 • *Aldana v. Wayfare Manager, LP*, San Francisco Superior Court, CGC-19-576943, meal
13 and rest period violations case against a popular restaurant;
- 14 • *Barragan v. Land & Sea Restaurants, LLC*, San Francisco Superior Court, CGC-18-
15 571989, failure to pay all hours worked, overtime, failure to provide meal and rest
16 periods; case against a restaurant;
- 17 • *Glover v Hallmark Aviation Services*, San Francisco Superior Court, CGC-18-571984,
18 failure to pay all hours worked, overtime, failure to provide meal and rest periods case
19 against a company that offers different services to airports and airlines;
- 20 • *Bailon v Forge Pizza*, Alameda Superior Court, RG16811165, meal and rest period
21 violations case against a pizza restaurant;
- 22 • *Osorio v Mezzetta*, Napa County Superior Court, 17CV001321, unpaid wages, breaks,
23 off-the-clock work by fruit and vegetable bottling company;
- 24 • *Rowland v Cucagna dba Zuni Café*, San Francisco Superior Court, CGC-16-555127,
25 unpaid wages and breaks compensation case against popular café;
- 26 • *Concepcion v. DFS Group, L.P.*, case no. CGC-15-548698 (San Francisco Superior
27 Court) \$1,575,000 total settlement fund; 760 settlement class members; wage and hour
28 class action mostly about unpaid meal and rest period premiums with an unpaid wages

element as well;

- *Jakosalem v. Air Serv Corporation* (U.S. District Court, Northern District of California Case No. 3:13-cv-05944-SI (unpaid minimum wage, overtime, and failure to provide meal and rest periods; class action settlement achieved and approved by the court);
- *Mul-May v. The Slanted Door, Inc.*, San Francisco County Case No. CGC-13-535967 (allegations of meal and rest period violations and unpaid gratuities);
- *Mungia v. Liz Palacios Designs, Inc.*, San Francisco County Case No. CGC-06-455942, (unpaid minimum and overtime wages, meal and rest period violations, and unpaid expenses, settlement achieved and approved);
- *Keo v. North Coast Couriers Inc.*, Alameda County Case No. RG06251806 (independent contractor misclassification of courier drivers, settlement achieved and approved);
- *Navarro v. Servisair*, United States District Court Case No. CV-08-2716-MHP (non-payment of wages and rest break violations, settlement achieved and approved);
- *Chavez v. J.R. Produce; Chavez v. UPG*, San Mateo County Case No. 474121 & 515853 (off-the-clock work, meal and rest breaks and failure to reimburse uniform expenses; fraudulent transfer);
- *Bonilla v. Café de la Presse*, San Francisco Superior Court Case No. CGC-11-511482 (meal periods, rest breaks and gratuities, settlement achieved and approved);
- *Chavez v United Prosperity Group*, San Mateo Superior Court Case No. 515853 (trial on successor liability; fraudulent transfer action for the class claims and judgment);
- *Gutierrez v. HWA May Market, Inc.*, San Francisco Superior Court Case No. CGC-13-535590 (wage and hour class action, settlement achieved and approved by the court);
- *Espinoza v. Pleasanton Car Wash Inc.*, Alameda Superior Court Case No. RG14750671 (wage and hour class action, settlement achieved and approved by the court);
- *Cruz v. Prospect Air*, San Francisco County Case No. CGC-15-547490 (wage and hour class action case including unpaid wages, overtime, and unpaid meal and rest period premiums, a settlement has been preliminarily approved);
- *Carillo v. T-Lish II LLC*, San Francisco Superior Court Case No. CGC 15-546096 (meal

1 and rest period class action, settlement achieved and approved);

- 2 • *Perez v Foam Distributors Inc.*, Alameda Superior Court Case No. RG15772012
3 (rounding unpaid wages, meal and rest break claims settled and approved).
4

5 **AUTHENTICATION OF EXHIBITS**

6 1. Attached hereto and marked as **Exhibit “1”** are true and correct copy of The
7 Class and PAGA Action Settlement Agreement and Release.

8 2. Attached hereto and marked as **Exhibit “2”** is a true and correct copy of
9 Declaration of Mary Butler, Senior Project Manager of Simpluris, Inc.

10 3. Attached hereto and marked as **Exhibit “3”** is a true and correct copy of Class
11 Counsel’s itemized litigation expenses

12 4. Attached hereto and marked as **Exhibit “4”** are true and correct copies of
13 Plaintiffs’ Declarations.
14

15 I declare under penalty of perjury under the laws of California that the foregoing is true
16 and correct. Executed on this 8th day of April 2025, in in San Francisco, California.
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19 _____
20 Arlo Garcia Uriarte
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10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN JOAQUIN**
12 **UNLIMITED JURISDICTION**

14 Leticia Romero, Hilda Mancilla de Magana,
15 Maria Linares, and Maria de Jesus Becerra,
16 on behalf of themselves and others similarly
situated and the general public,

17 Plaintiffs,

18 vs.
19

20 Morada Produce Company, L.P.; and DOES 1
21 through 50, inclusive,

22 Defendants.
23

Case No. STK-CV-UOE-2020-9623

**EXHIBIT “1” DECLARATION OF ARLO
GARCIA URIARTE IN SUPPORT OF
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

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12 Attorneys for Plaintiffs
13 **HILDA MANCILLA DE MAGANA, LETICIA ROMERO,**
14 **MARIA LINARES, & MARIA DE JESUS BECERRA**

15 *(Additional Counsel Listed on Next Page)*

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SAN JOAQUIN**
19 **UNLIMITED JURISDICTION**

20 Leticia Romero, Hilda Mancilla de Magana, Maria
21 Linares, and Maria de Jesus Becerra, on behalf of
22 themselves and others similarly situated and the
23 general public,

24 Plaintiffs,

25 v.

26 Morada Produce Company, L.P.; and DOES 1
27 through 50, inclusive,

28 Defendants.

Case No: STK-CV-UOE-2020-9623

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: November 17, 2020

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15 Attorneys for Defendant

16 **MORADA PRODUCE COMPANY, L.P.**

1 This Class And PAGA Action Settlement Agreement and Release (hereinafter
2 "Agreement") is entered into by and between Plaintiffs Leticia Romero, Hilda Mancilla de
3 Magana, Maria Linares, and Maria de Jesus Becerra (hereinafter "Plaintiffs") and Defendant
4 Morada Produce Company, L.P. (hereinafter "Defendant") (collectively referred to herein as the
5 "Parties"), and is approved by their respective counsel of record, subject to the terms and
6 conditions hereof and the Court's approval.

7 **A. Definitions**

8 As used herein, for the purposes of this Agreement only, the following terms shall be
9 defined as set forth below:

10 1. "Action" or "Lawsuit" means and refers to the case entitled *Leticia Romero, et*
11 *al. v. Morada Produce Company, L.P.*, San Joaquin Superior Court, Case No. STK-CV-UOE-
12 2020-9623.

13 2. "Administrative Costs" refers to all costs associated with administration of the
14 settlement contemplated by this Agreement. Administrative Costs include all fees and costs for,
15 among other things, printing, copying, formatting, postage, envelopes, searches to locate
16 addresses, calculation of payments to individual class members, calculation of applicable payroll
17 withholdings and payroll taxes, preparation and filing of appropriate IRS Forms, any cost
18 associated with the process for any uncashed settlement checks, and any other expenses the
19 Settlement Administrator incurs to complete the settlement process according to the terms of this
20 Agreement. Administrative Costs are borne in the first instance by the Settlement Administrator.

21 3. "Agreement" or "Settlement Agreement" shall mean this Class and PAGA
22 Action Settlement Agreement and Release, including any attached Exhibits.

23 4. "Aggrieved Employees" means all current and former non-exempt employees
24 employed by Defendant in California at any time during the PAGA Period.

25 5. "Class Counsel" refers to Arlo Garcia Uriarte of Liberation Law Group, P.C.

26 6. "Class Counsel Payment" refers to the amount of attorney's fees and costs that
27 the Court awards to Class Counsel in connection with the resolution of the Action in accordance
28 with this Agreement.

1 7. **“Class Members”** refers to those individuals, who for purposes of this
2 Agreement, will be certified as members of the class, defined as follows: “all current and former
3 hourly-paid or nonexempt employees of Defendant in California employed between November
4 17, 2016, through October 14, 2024, who did not request exclusion or opt-out of this settlement.”

5 8. **“Class Period”** is deemed to be any time during the period of November 17,
6 2016, through October 14, 2024.

7 9. **“Class Representatives” or “Plaintiffs”** refers to Leticia Romero, Hilda
8 Mancilla de Magana, Maria Linares, and Maria de Jesus Becerra.

9 10. **“Class Representative Service Award”** refers to any payment that the Court
10 awards to the Class Representatives for their efforts in prosecuting the Action on behalf of the
11 Class Members.

12 11. **“Complaint”** refers to the initial class action complaint filed in the Action on
13 November 17, 2020.

14 12. **“Notice Period”** refers to the forty-five (45) calendar day period following the
15 date when the Settlement Administrator mails the Notice of Class Action Settlement. The Notice
16 Period is the period in which a Class Member can submit an Objection or a Request for
17 Exclusion.

18 13. **“Court”** refers to the Superior Court of California for the County of San Joaquin.

19 14. **“Defendant”** refers to Morada Produce Company, L.P.

20 15. **“Effective Date”** means the date the Court signs the Final Approval Order if
21 there are no Objectors; or, if there is an Objector(s), the date upon which both of the following
22 have occurred: (i) approval of the settlement is granted by the Court, or other court assuming
23 jurisdiction of this Action, and (ii) the Court’s judgment approving the settlement becomes Final.
24 “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the
25 Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the
26 time to file a petition for writ of certiorari to the California Supreme Court, or (ii) if a petition for
27 writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the
28 Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of

1 the time for filing or noticing any appeal of the Judgment..

2 **16. “Eligible Workweeks”** refers to the workweeks each Settlement Class Member
3 worked during the Class Period. Any fraction of a workweek actually worked will be rounded up
4 to a full workweek.

5 **17. “Fairness Hearing”** refers to the hearing at which the Court decides whether the
6 terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all
7 requirements for final approval.

8 **18. “Final Approval Order”** refers to the final executed order by the Court
9 approving the Settlement following the Fairness Hearing.

10 **19. “Gross Settlement Amount”** refers to the payment Defendant is obligated to
11 make in connection with this Agreement: Three Million Six Hundred Thousand Dollars and Zero
12 Cents (\$3,600,000.00) plus Defendant’s share of any applicable employer-side payroll taxes on
13 the wage portion of the Net Settlement Fund only (in other words, any such employer-side
14 payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement
15 Fund).

16 **20. “Individual Settlement Payment(s)”** refers to the amount calculated by the
17 Settlement Administrator to distribute to each Settlement Class Member as consideration for the
18 Released Claims. The Individual Settlement Payment(s) shall be paid from the Net Settlement
19 Amount.

20 **21. “Intervenor(s)”** refers to a Class Member who files a complaint in intervention.

21 **22. “Judgment”** refers to the final judgment entered by the Court in this Action
22 following the Fairness Hearing.

23 **23. “LWDA”** refers to the California Labor & Workforce Development Agency,
24 which helps to enforce the Private Attorney General Act (“PAGA”), California Labor Code
25 section 2698 *et seq.*, and which will receive the LWDA portion of the PAGA Payment.

26 **24. The “LWDA Letter”** refers to the September 9, 2020, letter from Liberation Law
27 Group, P.C., on behalf of Plaintiffs providing notice of Plaintiffs’ intent to pursue a PAGA
28 claim.

1 **25. “Net Settlement Amount”** refers to the portion of the Gross Settlement Amount
2 that remains after accounting for any Class Representative Service Awards, the portion of the
3 PAGA Payment payable to the LWDA, Administrative Costs, and the Class Counsel Payment.

4 **26. “Notice of Class Action Settlement”** means the notice form to be sent to putative
5 Class Members, subject to the Court’s approval. Plaintiffs’ counsel will submit a proposed notice
6 form to Defense Counsel and work with them in good faith to arrive at a mutually agreed upon
7 notice form.

8 **27. “Objection”** refers to a written statement submitted timely by a Settlement Class
9 Member to the Settlement Administrator that contains all of the following (1) the name and case
10 number of this Action (or reasonable portion thereof), (2) the full name, last four digits of their
11 social security number (if available), and current address of the Settlement Class Member
12 making the Objection, (3) the specific reason(s) for the Objection, and (4) all evidence and
13 supporting papers (including, without limitation, all briefs, written evidence, and declarations)
14 for the Court to consider.

15 **28. “Objector”** refers to a Settlement Class Member who has submitted an
16 Objection.

17 **29. “PAGA Payment”** refers to a Fifty Thousand Dollar (\$50,000.00) PAGA
18 allocation payment in settlement of Plaintiffs’ claim for civil penalties under the Private Attorney
19 General Act of 2004. Seventy-five percent (75%) of the PAGA Payment shall be payable to the
20 LWDA and twenty-five percent (25%) shall be payable to the Net Settlement Amount for
21 distribution to Aggrieved Employees.

22 **30. “PAGA Period”** is deemed to be any time during the period of September 13,
23 2019, through October 14, 2024.

24 **31. “Preliminary Approval Order”** refers to the order entered by the Court granting
25 Plaintiffs’ motion for preliminary approval of this settlement.

26 **32. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund
27 pursuant to U.S. Treasury Regulation Section 468B-1.

28 **33. “Released Claims”** refers to all claims under state, federal, or local law, arising

1 out of the claims expressly pleaded in the Action, LWDA Letter, and all other claims, such as
2 those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law,
3 that could have been asserted based on the facts pleaded in the Action for: (1) Failure to Pay all
4 Hours Worked, (2) Failure to Pay All Overtime Hours Worked, (3) Meal Period Violations, (4)
5 Rest Period Violations, (5) Wage Statement Violations, (6) Waiting Time Penalties, (7) PAGA
6 and (8) Unfair Competition in Violation of California Business and Professions Code §§17200,
7 et seq. ("Released Claims"). The release shall only apply to the Class Period.

8 **34. "Released PAGA Claims"** means all claims that this Agreement will extinguish
9 as to Defendant's employees that were raised, or reasonably could have been raised, during the
10 PAGA Period under PAGA and includes the release of all claims in the LWDA Letter and all
11 claims alleged under PAGA in the complaint filed in the Action.

12 **35. "Released Parties"** refers to Defendant and all its current, former, and future
13 parents, related companies, divisions, affiliates, owners, subsidiaries, predecessors and
14 successors, and all of their agents, employees, officers, directors, managers, spouses,
15 vendors/contractors, partners, shareholders, members, agents, attorneys, insurers, landlords,
16 licensees, lessors, reinsurers, employee benefit plans and plan fiduciaries, representatives,
17 predecessors, and any other successors, assigns, transferees, heirs, executors, administrators, or
18 legal representatives, as well as any other individual or entity which could be jointly liable with
19 any of the preceding.

20 **36. "Request for Exclusion"** refers to a timely, written, opt-out request signed by a
21 putative Class Member who thereby elects to be excluded from this Agreement.

22 **37. "Settlement Administrator"** refers to Simpluris, Inc. the third-party
23 administrator the Parties have selected, subject to Court approval.

24 **B. Recitals and Procedural History**

25 **1. The LWDA Letter.** On or about September 9, 2020, Liberation Law Group, P.C.
26 submitted the LWDA Letter to the LWDA via online submission on behalf of Plaintiffs.

27 **2. Allegations in the Action.** On November 17, 2020, Plaintiffs filed the Action
28 with the Court. Plaintiff's complaint asserted claims for: 1) Failure to Pay All Hours Worked; 2)

1 Failure to Pay All Overtime Hours Worked; 3) Meal Period Violations; 4) Rest Period
2 Violations; 5) Wage Statement Violations; 6) Waiting Time Penalties; 7) Violation of the
3 California Private Attorneys General Act, Cal. Labor Code section 2698 *et seq.*; and 8) Violation
4 of California Business and Professions Code section 17200 *et seq.*

5 **3. Defendant's Denials.** Defendant denies: 1) all the material allegations in the
6 action; 2) that it violated any laws; 3) that it is liable for damages, penalties, interest, restitution,
7 attorneys' fees or costs, or for any other compensation or remedy with respect to anyone on
8 account of the claims asserted in the Action; and 4) that class certification, collective action
9 certification, or representative treatment is appropriate as to any claim in the Action. Defendant
10 contends that its policies, procedures, and practices comply with all applicable laws asserted in
11 the Action. Nonetheless, without admitting any liability or wrongdoing whatsoever and without
12 admitting that class certification, collective action certification, or representative treatment is
13 appropriate for any purpose other than for settlement purposes alone, Defendant has agreed to
14 settle the Action on the terms set forth in this Agreement, to avoid the burden, expense, and
15 uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement
16 purposes only and shall under no circumstances be construed as an admission of fault or liability
17 by Defendant.

18 **4. Class Counsel's Investigation.** Class Counsel has investigated the facts relating
19 to the claims alleged in the Action and also has analyzed the relevant defenses. Class Counsel
20 obtained the production of relevant documentation and data from Defendant prior to mediation.
21 Class Counsel interviewed Class Members regarding the claims in the Action, and have
22 examined Defendant's policies, procedures, and practices.

23 **5. Negotiation of Settlement.** At mediation on August 14, 2024, Class Counsel and
24 counsel for Defendant engaged in intensive, arms-length negotiations under the guidance of a
25 well-regarded and highly experienced mediator, Steven Serratore. Plaintiffs and Class Counsel
26 urge approval by the Court of this Agreement after considering: 1) the factual and legal defenses
27 to the claims asserted, which render uncertain the ultimate outcome of the Action and class
28 certification; 2) the potential difficulties Plaintiffs and Class Members would encounter in

1 establishing their claims and maintaining class treatment; 3) the substantial benefits that Class
2 Members would receive under this Agreement; 4) that this Agreement provides Class Members
3 relief in an expeditious and efficient manner, compared to any manner of recovery possible after
4 litigation and potential appeal; and, 5) that this Agreement allows Class Members to opt out of
5 the Action and individually pursue the claims alleged in the Action.

6 **6. Stipulation to Class Certification and Representative Treatment.** For
7 settlement purposes only, the Parties stipulate that the Class Members described herein may be
8 conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for
9 representative treatment for purposes of settlement. This stipulation to certification and
10 representative treatment is in no way an admission that class action certification and/or
11 representative treatment is proper and shall not be admissible in this or in any other action except
12 for the sole purpose of enforcing this Agreement. Nor should Defendant's stipulation to
13 conditional class certification and representative treatment be deemed as a waiver to any
14 additional defenses against class or representative action treatment. Should, for whatever reason,
15 the Court fail to issue a Final Approval Order, the Parties' stipulation to class certification and
16 representative treatment as part of the Settlement shall become null and void *ab initio* and shall
17 have no bearing on, and shall not be admissible in connection with, the issue of whether or not
18 certification and/or representative treatment would be appropriate in a non-settlement context.
19 Defendant expressly reserves its rights and declare that it would continue to oppose class
20 certification, representative treatment, and the substantive merits of the Action should the Court
21 decline to issue a Final Approval Order. Plaintiffs expressly reserve their rights and declare that
22 they will continue to pursue class certification, representative treatment, and a trial should the
23 Court decline to issue a Final Approval Order.

24 **C. Notice to Class Members**

25 **1. Content of Notice of Class Action Settlement.** The Notice of Class Action
26 Settlement shall include: (a) the amount of the Settlement; (b) a calculation of the Class
27 Member's anticipated share of the Net Settlement Amount; (c) the full amounts of the Class
28 Counsel Payment, Class Representative Service Awards, PAGA Payment, and Administrative

1 Costs to be requested; (d) the terms of the release; (e) the procedure to timely opt out of the
2 Settlement through a Request for Exclusion; (f) the procedure to Object to the Settlement; and
3 (g) the date of the Fairness Hearing. No claim form will be required to participate in the
4 Settlement.

5 **2. Settlement Administrator.** The Parties select Simpluris, Inc. as the Settlement
6 Administrator. The duties of the Settlement Administrator shall include, without limitation,
7 mailing notices to Class Members, establishing a QSF, obtaining appropriate tax identification
8 number(s), calculating Individual Settlement Payments and Aggrieved Employees' pro rata
9 shares of the PAGA Payment, mailing Individual Settlement Payments and tax forms to Class
10 Members, remitting any tax payments and requisite reporting documentation to taxing
11 authorities, calculation of applicable payroll withholdings and payroll taxes, and the other duties
12 associated with settlement administration, including specified in this Agreement. Any dispute
13 relating to the settlement administration will, after good-faith efforts by the Parties to resolve the
14 dispute, be referred to the Court.

15 **3. Class Data for the Settlement Administrator.** Within twenty-one (21) calendar
16 days of the latter of: entry of the Preliminary Approval Order or Court approval of the Notice of
17 Class Action Settlement to the Class, Defendant shall provide to the Settlement Administrator a
18 confidential class list containing for each Class Member: 1) the name, 2) last known address,
19 telephone number, and e-mail (if available) 3) number of Eligible Workweeks worked during the
20 Class Period (or the start and termination dates of employment [as applicable] from which the
21 Settlement Administrator may determine the number of Eligible Workweeks), 4) number of
22 Eligible Workweeks worked during the PAGA Period (or the start and termination dates of
23 employment [as applicable] from which the Settlement Administrator may determine the number
24 of Eligible Workweeks), and 5) Social Security number (if available). This information shall be
25 used to facilitate the administration of this Agreement. The Settlement Administrator shall keep
26 the class data provided by Defendant strictly confidential and shall use the class data only for the
27 purposes described in this Agreement, and shall return the class data to Defendant or confirm the
28 destruction of same upon completing the settlement administration called for by this Agreement.

1 **4. Mailing Materials to Class Members.** Upon its receipt of the list of names and
2 last known addresses of each putative Class Member, the Settlement Administrator shall access
3 the National Change of Address ("NCOA") Database, and update the addresses maintained by
4 Defendant. Within ten (10) calendar days of the receipt of the class data discussed immediately
5 above, the Settlement Administrator shall send the Notice of Class Action Settlement to Class
6 Members at their last known address via First Class U.S. Mail, and it will e-mail the form if an e-
7 mail address has been provided for any Class Member. Any mailing returned to the Settlement
8 Administrator as undeliverable shall be sent within ten (10) calendar days via First Class U.S.
9 Mail to any available forwarding address. If no forwarding address is available, then the
10 Settlement Administrator shall attempt to determine the correct address by using a computer-
11 based skip-trace search, and shall then perform, if feasible, a re-mailing via First Class U.S. Mail
12 within five (5) calendar days. If the last known address is not available for a Class Member, then
13 the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. Only
14 one re-mailing is required. If a Class Member cannot be located within two (2) attempts at
15 mailing, then the Notice of Class Action Settlement for that Class Member will be deemed
16 undeliverable. It is the intent of the Parties that reasonable means be used to locate Class
17 Members.

18 **5. Proof of Mailing.** At least thirty (30) calendar days prior to the Fairness Hearing,
19 or sooner or as otherwise required by Class Counsel or the Court in connection with filing the
20 Motion for Final Approval, the Settlement Administrator shall provide a declaration of due
21 diligence and proof of mailing with regard to mailing of the Notice of Class Action Settlement to
22 Class Counsel and Defense Counsel, which they shall in turn provide to the Court.

23 **D. Class Members' Options to Respond**

24 **1. Notice Period.**

25 **a. Submission of Objections and Requests for Exclusion.** Putative Class
26 Members will have forty-five (45) calendar days from the date of the mailing of the Notices to
27 postmark or e-mail their objections or written Requests For Exclusion to the Settlement
28 Administrator. Individuals who exclude themselves from the Settlement shall lose standing to

1 object. Except as specifically provided herein, no response of any kind that is postmarked after
2 the Notice Period shall be considered unless agreed to by the Parties or ordered by the Court.

3 **b. Deficiency Notices.** Within ten (10) calendar days after receipt by the
4 Settlement Administrator of each timely-submitted Request For Exclusion, if necessary, the
5 Settlement Administrator will send a deficiency notice to the individual requesting exclusion
6 addressing any irregularities in the Request For Exclusion (such as failure to sign or include last
7 four digits of Social Security Number). The deficiency notice will provide fourteen (14) calendar
8 days from the mailing of the deficiency notice to postmark a written response to cure all
9 deficiencies.

10 **2. Requests for Exclusion and Opt-Out Rights.** Putative Class Members shall be
11 given the opportunity to opt out of the Settlement.

12 **a. Opt-Out Procedure.** Putative Class Members may opt out of the
13 Settlement by timely mailing or e-mailing the Settlement Administrator a valid Request for
14 Exclusion. A Request for Exclusion, to be valid, must include the individual's name, current
15 address, current telephone number or e-mail, and the last four digits of their Social Security
16 number, if one has been assigned to them. Any Request for Exclusion that does not include all of
17 the required information or that is not submitted in a timely manner will be deemed ineffective.
18 If there is a dispute regarding the timeliness or validity of a Request for Exclusion, then the
19 Settlement Administrator shall make the determination after consultation with Class Counsel and
20 counsel for Defendant.

21 **b. Defendant's Right to Rescind the Agreement.** If ten percent (10%) or
22 more of Class Members opt out of the settlement, Defendant may exercise its option to rescind
23 the Agreement. Defendant agrees not to induce or influence class members to opt out of the
24 settlement.

25 **c. Effect of Exclusion Through Opting Out.** Any putative Class Member
26 who opts out of the Settlement by submitting a Request for Exclusion may not submit an
27 Objection and shall not receive any Individual Settlement Payment, and shall not be bound by
28 the releases set forth in this Agreement, except that any putative Class Member who submits a

1 Request for Exclusion is nevertheless bound by the Released PAGA Claims and shall receive
2 their pro rata share of the PAGA Payment, if they are an Aggrieved Employee. If both a Request
3 for Exclusion and an Objection are submitted by any individual, then the Request for Exclusion
4 will be valid and will invalidate the Objection. Each Class Member who does not submit a
5 timely, valid Request for Exclusion shall be bound by the releases for which this Agreement
6 provides.

7 **3. Objections.** Class Members shall be entitled to object to the terms of the
8 Agreement. The right to object shall not apply to the Released PAGA Claims. Any Objection to
9 this Agreement must state (1) the name and case number of this Action (or reasonable portion
10 thereof), (2) the full name, last four digits of their social security number (if assigned), and
11 current address of the Class Member making the Objection, (3) whether it applies only to the
12 objector, to a specific subset of the class, or to the entire class; and (4) with specificity the
13 grounds for the objection. Class Members who submit an Objection remain bound by this
14 Agreement, if it is approved by the Court. Objections can be sent to the Settlement
15 Administrator. Class Counsel shall be responsible for promptly collecting and filing all
16 objections, including any responses from the parties thereto, with the Court.

17 **4. Waiver of Objection Rights.** Class Members who fail to submit an Objection in
18 the manner specified in the Notice of Class Action Settlement shall be deemed to have waived
19 any Objection and shall be foreclosed from objecting to this Agreement, whether by appeal or
20 otherwise.

21 **5. Proof of Class Members' Responses.** At least thirty (30) calendar days prior to
22 the Fairness Hearing, the Settlement Administrator will prepare a declaration to submit to the
23 Court regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any
24 mailing due to invalid addresses, the number of any Requests for Exclusion, and the number of
25 any Objections and the contents of the Objections.

26 **6. Disputed Information on Class Notice.** Class Members will have an opportunity
27 to dispute the information provided in their Class Notice. To the extent Class Members dispute
28 the number of Workweeks with which they have been credited or the amount of their Individual

1 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
2 showing that such information is inaccurate. Absent evidence rebutting Defendant's records,
3 Defendant's records will be presumed determinative. However, if a Class Member produces
4 evidence contrary to Defendant's records by the Response Deadline, the Settlement
5 Administrator shall notify Class Counsel, and Defendant's Counsel to discuss and resolve the
6 dispute, including providing all available relevant information to all counsel. The Parties will
7 resolve all disputes jointly, which shall be final and binding on any Class Member disputes, and
8 shall thereafter instruct the Settlement Administrator how to proceed in processing the dispute.
9 If the Parties cannot reach an agreement, disputes shall be referred to the Settlement
10 Administrator for a determination and if the dispute remains unresolved after that, the dispute
11 shall be submitted to the Court for final determination. All such disputes are to be resolved or
12 submitted to the Court no later than fourteen (14) calendar days after the Response Deadline.

13 **7. Binding Effect of Settlement.** Although a putative Class Member might not
14 receive the Notice of Class Action Settlement, and might not timely submit an Objection or
15 Request for Exclusion because of inability to locate the Class Member's current address, that this
16 Agreement shall nonetheless bind Class Member.

17 **8. No Interference with Class Member Responses.** Plaintiffs, Class Counsel,
18 Defendant and Defense Counsel agree not to encourage any Class Member to submit an
19 Objection or a Request for Exclusion, and agree not to retaliate against any Class Member for
20 participating or not participating in the settlement that this Agreement contemplates.

21 **E. Distribution of Settlement Proceeds**

22 **1. Administrative Costs.** The Parties have obtained reasonable estimates of
23 Administrative Costs through a bidding process and seek approval of Administrative Costs to be
24 drawn from the Gross Settlement Amount. If the Court approves only a lesser amount, then the
25 other terms of this Agreement shall still remain in effect. The amount of Administrative Costs is
26 not a material term of this Agreement.

27 **2. Class Counsel Payment.** Class Counsel shall request that the Court award a
28 Class Counsel Payment, to be drawn from the Gross Settlement Amount, for (a) attorneys' fees

1 of up to 33.33% of the Gross Settlement Amount or \$1,199,880 and (b) litigation costs actually
2 incurred in representing the interests of the Class in this Action of up to \$50,000. Defendant shall
3 have no liability for any other attorneys' fees or costs. Defendant shall not object to Plaintiffs'
4 application for fees and costs up to the aforementioned amounts. To the extent that the Court
5 approves less than the amount of Class Counsel Payment that Class Counsel request, the
6 difference between the requested and awarded amounts will be distributed to Class Members on
7 a proportional basis relative to the size of their claims as set forth in Section E.5, below. The
8 Court's approval of the Class Counsel Payment in the amount requested is not a material term of
9 this Agreement. If the Court approves only a lesser amount, then the other terms of this
10 Agreement shall still remain in effect and the difference will remain part of the Net Settlement
11 Amount.

12 **3. Class Representative Service Award.** Plaintiffs will request Class
13 Representative Service Awards in an amount up to Ten Thousand Dollars (\$10,000) each or
14 Forty Thousand Dollars (\$40,000) total. Defendant agrees not to object to a request up to this
15 amount. The Class Representative Service Awards would be in addition to the Class
16 Representatives' Individual Settlement Payments. Any amount of the requested Awards not
17 approved by the Court shall be allocated to the Net Settlement Value and distributed to Class
18 Members on a proportional basis relative to the size of their claims as set forth in Section E.5,
19 below. In exchange for their Class Representative Service Awards, Plaintiffs shall execute a
20 general release of all claims, as set forth in Section F.3 below. The Court's approval of Class
21 Representative Service Awards is not a material term of this Agreement. If the Court does not
22 approve or approves only a lesser amount of Class Representative Service Awards, then the other
23 terms of this Agreement shall still remain in effect and the difference will remain part of the Net
24 Settlement Amount.

25 **4. PAGA Payment.** The Parties will seek approval for a Fifty Thousand Dollar
26 (\$50,000.00) PAGA Allocation Payment drawn from the Gross Settlement Amount. Seventy-
27 five percent (75%) of the PAGA Payment will be paid to the LWDA, and twenty-five percent
28 (25%) will be allocated to the Net Settlement Amount, as is required by law. The portion of the

1 PAGA Payment allocated to the Net Settlement Amount shall be distributed to Aggrieved
2 Employees in an amount proportionate to their respective number of Eligible Workweeks during
3 the PAGA Period divided by all Eligible Workweeks attributed to Aggrieved Employees during
4 the PAGA Period. In the event the Court fails, on its first hearing, to approve this Agreement
5 because the amount of the PAGA Payment is not adequate, then the Parties shall cooperate in
6 good faith to reallocate the total settlement proceeds, within this Agreement, in order to try to
7 achieve Final Approval of the Agreement upon any subsequent Court hearings. Any change in
8 the requested PAGA Payment amount is not a material term of this Agreement. If the Court
9 approves a lesser or greater amount than that requested, the other terms of this Agreement shall
10 still remain in effect.

11 **5. Individual Settlement Payments.** Each Class Member shall be entitled to an
12 Individual Settlement Payment consisting of a share of the Net Settlement Amount, in
13 accordance with the formula and procedures set forth below.

14 **a. Workweek Calculations.** Defendant will calculate the total number of
15 weeks that each Class Member ("Individuals Workweeks") and all Class Members ("Class
16 Workweeks") worked during the Settlement Class Period. Alternatively, Defendant may provide
17 the relevant start and termination dates (as applicable) for each Settlement Class Member from
18 which the Settlement Administrator may calculate the same. Any fraction of a workweek
19 actually worked will be rounded up to a full workweek.

20 **b. Individual Payment Estimates.** To determine each Class Member's
21 Individual Settlement Payment, the Claims Administrator will use the following formula:
22 Estimated Individual Settlement Payment = Individual Workweeks (as a percentage of total
23 workweeks by all Class Members during the Class Period) x Net Settlement Fund.

24 **c. Unnegotiated funds.** The Parties anticipate that certain Settlement Class
25 Member checks will not be negotiated. If less than ten percent (10%) of the Net Settlement Fund
26 remains unnegotiated by Class Members, the outstanding balance shall be awarded to a mutually
27 agreed upon *cy pres* recipient (pursuant to Court approval). If unnegotiated funds equal more
28 than ten percent (10%) of the Net Settlement Fund, than the outstanding balance shall be

1 redistributed to Class Members who negotiated their checks.

2 **d. Timing of Individual Settlement Payments to Class Members.** The
3 Settlement Administrator shall issue Individual Settlement Payments no later than forty-five (45)
4 after it receives the Gross Settlement Amount from Defendant. Any checks from the first
5 distribution that are not cashed within one hundred eighty (180) calendar days from the date of
6 the mailing of the checks shall be cancelled and said cancellation shall not affect the validity of
7 the releases provided for herein and the Class Member shall be deemed to, nevertheless, be
8 bound by the releases provided herein. In the event of any uncashed checks, either there will be a
9 payment to the Court approved *cy pres* recipient if less than ten percent of checks remain
10 unnegotiated; if more than ten percent remains unnegotiated, then there will be a second
11 distribution to those Class Members who did negotiate their checks.

12 **e. Tax Treatment of Individual Settlement Payments to Class Members.**
13 All individual settlement shares for Class Members will be allocated as follows: ten percent
14 (10%) to settlement of wage claims and ninety percent (90%) to settlement of claims for interest
15 and statutory penalties. The portion allocated to wages will be reported on an IRS Form W-2 and
16 the portion allocated to interest and penalties will be reported on an IRS Form 1099 by the
17 Settlement Administrator (and not Defendant). The Court's approval of the allocation of
18 Individual Settlement Payments set forth above is not a material term of this Agreement. If the
19 Court does not approve or approves a different allocation, then the other terms of this Agreement
20 shall still remain in effect.

21 **6. Defendant's Representation Regarding Workweeks.** At mediation, Defendant
22 represented that there are approximately 112,534 Individuals Workweeks during the period
23 beginning November 17, 2016 and extrapolated through August 14, 2024. Should Individuals
24 Workweeks increase beyond 10% of 112,534 during the aforementioned period (i.e., more than
25 123,787 workweeks), Defendant shall increase the Gross Settlement Amount proportionately for
26 each additional workweek exceeding 123,787. Defendant may elect to end the Class Period
27 (including the Release) to correspond with 123,787 workweeks, as long as that Class Period is
28 not earlier than August 14, 2024. If the Workweeks total more than 123,787 for November 17,

2016 through August 14, 2024, then Defendant will increase the Gross Settlement Amount proportionately. Should this escalator provision apply, individual Workweeks may be determined by the Settlement Administrator using the information provided by Defendant or by way of a declaration from EmployStats.

7. Effect of Opt-Outs On Net Settlement Amount. This is a non-reversionary, non-claims-made Settlement. No portion of the Gross Settlement Amount shall remain with Defendant. If any Class Member chooses to opt out of the Settlement and submits a timely and valid Request for Exclusion, then that Class Member's Individual Settlement Payment shall be distributed to Class Members on a proportional basis relative to the size of their claims.

8. Funding of Gross Settlement Amount. Defendant shall fund the Settlement (*i.e.*, disburse the Gross Settlement Amount to the Settlement Administrator), in its entirety, by July 31, 2025, as long as it has reached its Effective Date. However, Defendant shall make every effort to fund the settlement within thirty days (30) after its Effective Date.

F. Releases

1. Releases by Class Members. By operation of the entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates, Class Members shall fully release Defendant and all Released Parties (as defined herein) from the Released Claims. By way of example, the Released Claims include all claims for unpaid minimum wages; overtime wages, including but not limited to alleged miscalculation of overtime wages; failure to timely pay wages; failure to pay all hours worked, including but not limited to alleged off-the-clock work; rest periods; meal periods; itemized wage statements; waiting time penalties; unfair business practices or unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any of the foregoing; attorneys' fees or costs related to any or all of the foregoing; and/or any other damages, penalties or amounts related to any or all of the foregoing.

2. Additional Release by Class Representatives. In addition to the releases given by each Class Member, Plaintiffs also generally release all claims, demands, rights, liabilities

1 and causes of action of every nature and description whatsoever, known or unknown, asserted or
2 that might have been asserted, whether in tort, contract or for violation of any state or federal
3 statute, rule or regulation arising out of, relating to, or in connection with any act or omission by
4 or on the part of any of the Released Parties, except as may be prohibited by law. For the
5 avoidance of doubt, this general release includes claims arising from Plaintiffs' employment
6 relationship with Defendant, including, without limitation, claims for discrimination, harassment,
7 or retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 *et*
8 *seq.*, the California Fair Employment and Housing Act, California Gov't Code Section 12900 *et*
9 *seq.*, or any claims for violation of public policy, or claims arising from the California Labor
10 Code and the FLSA. This general release by Plaintiffs also includes a waiver of rights under
11 California Civil Code Section 1542, which states:

12 **A general release does not extend to claims that the creditor or**
13 **releasing party does not know or suspect to exist in his or her**
14 **favor at the time of executing the release and that, if known by**
15 **him or her, would have materially affected his or her**
 settlement with the debtor or released party.

16 This release from Plaintiffs is only effective upon the Court granting final approval of the
17 Settlement and only applies to claims that may be released as a matter of law. This release also
18 does not include future claims that arise after final approval.

19 **3. Settlement is Contingent Upon Release of Claims.** This Agreement is
20 conditioned upon the releases by Class Members, the Aggrieved Employees, and Plaintiffs as
21 described herein, and upon covenants by the Class Members, the Aggrieved Employees and
22 Plaintiffs that they will not participate in any actions, lawsuits, proceedings, complaints, or
23 charges in any court or before any administrative body related to any claims they have released
24 under this Settlement.

25 **4. Inadmissibility of Settlement Documents.** The Parties agree that this Agreement
26 and all exhibits thereto shall be inadmissible in any proceeding, except an action or proceeding to
27 approve, interpret, or enforce this Agreement. The Parties agree that, to the extent permitted by
28 law, this Agreement will operate as a complete defense to—and may be used as the basis for an

1 injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.

2 **G. Miscellaneous**

3 **1. Declaration to be Provided by Defendant.** Prior to the filing of Plaintiffs'
4 Motion for Preliminary Approval, Defendant shall provide a declaration detailing all wage and
5 hour policy and practice changes made by Defendant since Plaintiffs filed the Action.

6 **2. Materiality of Terms.** Except as otherwise stated herein, each substantive term
7 of this Agreement is material and has been relied upon by the Parties in entering into this
8 Agreement. If the Court does not approve any substantive term, or if the Court effects a material
9 change to the Agreement then the entire Agreement will be, at the Parties' discretion, void and
10 unenforceable. Where this Agreement states that a term is not material, then the Court's refusal
11 to approve that term leaves all the other terms of the Agreement in effect, and does not give the
12 Parties any basis to abrogate this Agreement.

13 **3. No Tax Advice.** Neither Class Counsel nor Defense Counsel intend anything
14 contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything
15 in this Agreement be relied upon as such within the meaning of United States Treasury
16 Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

17 **4. No Impact on Employee Benefits.** No payment made under this Agreement shall
18 be considered as compensation or hours worked or hours paid for purposes of determining
19 eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For
20 purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit
21 plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29
22 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option,
23 stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation,
24 severance, hospitalization, insurance, incentive, deferred compensation, or any other similar
25 benefit plan, practice, program, or policy, regardless of whether any such plan is considered an
26 ERISA employee benefit plan.

27 **5. Language of Settlement Documents.** All settlement-related documents to be
28 filed with the Court or sent to Class Members must be approved by all Parties before being filed

1 or sent.

2 **6. Parties' Authority.** The signatories hereto represent that they are fully authorized
3 to bind the Parties to all the term of this Agreement. This Agreement may be executed on behalf
4 of Class Members by the Class Representative and by Class Counsel.

5 **7. Entire Agreement.** This Agreement, which includes its Definitions, Recitals, and
6 any Exhibits attached hereto, constitutes the entire agreement on its subject matter, and
7 supersedes all prior and contemporaneous negotiations and understandings between the Parties.

8 **8. Counterparts.** This Agreement may be executed in counterparts, and each
9 counterpart signed and delivered shall be deemed an original, and when taken together with other
10 signed counterparts, signed and delivered shall constitute one signed Agreement, which shall be
11 binding upon and effective as to all Parties.

12 **9. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
13 by signing on the designated signature block and transmitting that signature page via facsimile or
14 as an attachment to an email to counsel for the other Party. Any such signature shall be deemed
15 an original for purposes of this Agreement and shall be binding upon the Party who transmits the
16 signature page.

17 **10. Waivers and Modifications to Be in Writing.** No waiver, modification, or
18 amendment of this Agreement—whether purportedly made before or after the Court's approval
19 of this Agreement—shall be valid unless it appears in a writing signed by or on behalf of all
20 Parties, and then shall be valid subject to any required Court approval. Any failure by any Party
21 to insist upon the strict performance by the other Party of any provision of this Agreement shall
22 not be deemed a waiver of future performance of the same provisions or of any other provision
23 of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to
24 insist upon the specific performance of any provision of this Agreement. The time periods and
25 dates provided in this Agreement with respect to giving of notices and hearings are subject to
26 Court approval and modification by the Court or by written stipulation of Class Counsel and
27 Defense Counsel.

28 **11. Construction.** Each Party participated jointly in the drafting of this Agreement,

1 and its terms are not intended to be, and shall not be, construed against any party by virtue of
2 draftsmanship.

3 **a. Headings.** The headings within this Agreement appear for convenience of
4 reference only and shall have no effect upon the construction or interpretation of any part of this
5 Agreement.

6 **b. Invalidity of Any Provision.** Before declaring any provision of this
7 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
8 extent possible consistent so as to render all provisions of this Agreement enforceable.

9 **12. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform
10 such acts and to execute and to deliver such documents as are reasonably necessary to carry out
11 this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid
12 unnecessary Administrative Costs.

13 **13. Acknowledgement that the Settlement is Fair and Reasonable.** The Parties
14 believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have
15 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
16 litigation, considering all relevant factors, present and potential. The Parties further acknowledge
17 that they are each represented by competent counsel and that they have had an opportunity to
18 consult with their counsel regarding the fairness and reasonableness of this Settlement.

19 **14. No Prior Assignments or Undisclosed Liens.** The Class Representatives and
20 Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise
21 disposed of any Released Claim or claim to attorneys' fees and costs award to be paid under this
22 Agreement. The Class Representatives and the Class Counsel further represent and warrant that
23 there are not any liens or claims against any amount that Defendant is to pay under this
24 Agreement.

25 **15. Waiver of Right to Request Exclusion by Class Representatives.** The Class
26 Representatives, by signing this Agreement, agree not to request exclusion from the Settlement.
27 The Class Representatives, by signing this Agreement, further represent that they have no
28 objection to the terms of the Agreement and believe the terms to be fair, reasonable and
adequate.

1 **16. Interim Stay of the Action.** Pending completion of all of the prerequisites
2 necessary to effectuate this Settlement, the Parties agree, subject to Court's approval, to a stay of
3 all proceedings in the Action except such as are necessary to effectuate the Settlement.

4 **17. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
5 implementation of this Agreement as well as any matter arising out of, or related to, the
6 implementation of this Agreement. The Court shall not have jurisdiction to modify the terms of
7 this Agreement without the consent of all Parties.

8 **18. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall
9 first attempt to resolve the dispute informally through good faith negotiations, and, if those
10 efforts are unsuccessful, they agree to mediate any such dispute with mediator Steven Serratore.
11 The Parties will split the costs of the mediator, and all parties will bear their own fees and costs.
12 If mediation of any such dispute fails, such dispute shall be finally resolved by the Court.

13 **19. Governing Law.** All terms of this Agreement shall be governed by and
14 interpreted according to California law.

15 **20. Binding on Successors and Assigns.** This Agreement will be binding upon, and
16 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17 **21. Confidentiality.** The Parties and their counsel agree to keep the terms of the
18 Agreement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,
19 Class Counsel, and Defendant and its counsel agree that they will not issue any press releases,
20 initiate any contact with the press, respond to any press inquiry, post on any internet website or
21 have any communication with the press about the Action and/or the fact, amount or terms of the
22 Agreement.

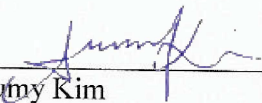
23 **H. Signatures. IN WITNESS WHEREOF,** the Parties hereto knowingly and voluntarily
24 executed this Agreement as of the dates set forth below:

25
26
27 DATED: 10/25, 2024

28

Skip Foppiano
On behalf of Defendant

1
2 DATED: October 28, 2024


Sunny Kim
Counsel for Defendant

3
4
5 DATED: 18 oct 2024, 2024

Leticia Romero
Plaintiff Leticia Romero

6
7
8 DATED: 19 oct 2024, 2024

Hilda de Magana
Plaintiff Hilda Mancilla de Magana

9
10
11 DATED: 17 oct 2024, 2024

Maria Linares
Plaintiff Maria Linares

12
13
14 DATED: 16 oct 2024, 2024

Maria Becerra
Plaintiff Maria de Jesus Becerra

15
16
17 DATED: October 16, 2024


Arlo Uriarte
Class Counsel
Liberation Law Group, P.C.

18
19
20
21
22
23
24 END OF DOCUMENT

Document ID: 3X256756

signrequest@liberationlawgroup.com

Document name:

Romero_v._Morada_-
_Class_and_PAGA_Action_Settlement_Agreement_and_Release_FINAL_(1).pdf
SHA256 security hash:

9ed36068cd4ce2b568f70569251e107c8eda15372a62eb3ed3f3634bb8c97920

Sent on:

Oct. 16, 2024, 9:12 p.m. (UTC)

From:

SignRequest <no-reply@signrequest.com> on behalf of
(signrequest@liberationlawgroup.com)

To:

letyromero431@gmail.com, alomancilla@gmail.com,
mariabecerra39@yahoo.com, satanasmendoza1@gmail.com
signrequest@liberationlawgroup.com has sent you a SignRequest

Subject:

Message:

Please sign this document.

Kind regards,

signrequest@liberationlawgroup.com

IP address:

45.132.159.99

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML,
like Gecko) Chrome/129.0.0.0 Safari/537.36 Edg/129.0.0.0**signrequest@liberationlawgroup.com**

Email address verification:

Verified by SignRequest

letyromero431@gmail.com

Email address verification:

Verified by SignRequest

Text added, page 24:

18 oct 2024

Signature added, page 24:

Leticia Romero

IP address:

76.114.19.224

User agent:

Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML,
like Gecko) Chrome/129.0.0.0 Mobile Safari/537.36

Document signed:

Oct. 18, 2024, 7:55 p.m. (UTC)

alomancilla@gmail.com

Email address verification:

Verified by SignRequest

Text added, page 24:

19 oct 2024

Signature added, page 24:

Hilda de Magana

IP address:

107.115.29.17

User agent:

Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/130.0.0.0 Mobile Safari/537.36

Document signed:

Oct. 19, 2024, 9:07 p.m. (UTC)

mariabecerra39@yahoo.com

Email address verification:

Verified by SignRequest

Text added, page 24:

16 oct 2024

Signature added, page 24:

Maria becerra

IP address:

104.28.124.65

User agent:

Mozilla/5.0 (iPhone; CPU iPhone OS 17_6_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/17.6 Mobile/15E148 Safari/604.1

Document signed:

Oct. 16, 2024, 11:31 p.m. (UTC)

satanasmendoza1@gmail.com

Email address verification:

Verified by SignRequest

Text added, page 24:

17 oct 2024

Signature added, page 24:

Maria Linares

IP address:

98.244.30.123

User agent:

Mozilla/5.0 (iPhone; CPU iPhone OS 17_6 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) GSA/337.1.683747349 Mobile/15E148 Safari/604.1

Document signed:

Oct. 17, 2024, 11:40 p.m. (UTC)

1 Arlo Garcia Uriarte, SBN 231764
2 *arlo@liberationlawgroup.com*
3 Un Kei Wu, SBN 270058
4 *unkei@liberationlawgroup.com*
5 Elizabeth L. Lyons, SBN 327742
6 *elizabeth@liberationlawgroup.com*
7 LIBERATION LAW GROUP, P.C.
8 2760 Mission Street
9 San Francisco, CA 94110
10 Telephone: (415) 695-1000
11 Facsimile: (415) 695-1006

12 Attorneys for Plaintiffs

13
14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN JOAQUIN**
16 **UNLIMITED JURISDICTION**
17

18 Leticia Romero, Hilda Mancilla de Magana,
19 Maria Linares, and Maria de Jesus Becerra,
20 on behalf of themselves and others similarly
21 situated and the general public,

22 Plaintiffs,

23 vs.

24 Morada Produce Company, L.P.; and DOES 1
25 through 50, inclusive,

26 Defendants.

Case No. STK-CV-UOE-2020-9623

**EXHIBIT “2” DECLARATION OF ARLO
GARCIA URIARTE IN SUPPORT OF
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

LIBERATION LAW GROUP, P.C.
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Un Kei Wu, SBN 270058
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Telephone: (415) 695-1000
Facsimile: (415) 695-1006

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN
UNLIMITED JURISDICTION

Leticia Romero, Hilda Mancilla de Magana,
Maria Linares, and Maria de Jesus Becerra, on
behalf of themselves and others similarly
situated and the general public,

Plaintiffs,

v.

Morada Produce Company, L.P.; DOES 1
through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2020-9623

CLASS ACTION

**DECLARATION OF MARY BUTLER
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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DECLARATION OF MARY BUTLER

I, MARY BUTLER, declare the following facts to be true and correct and if called as a witness would testify competently to the same:

1. I am employed as a Senior Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5607. I am over 21 years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a class action Settlement Administration Company headquartered in Costa Mesa, California. It was founded by individuals who have each managed thousands of Settlements along with professionals in the areas of software development, third-party claims administration, mail-house operations and call center support management.

3. Simpluris was appointed by the Court as Settlement Administrator to administer the Settlement in accordance with the terms of the Class and PAGA Action Settlement Agreement and Release, (the “Settlement”). Simpluris has been responsible, among other things, for: (a) printing and mailing in both, English and Spanish, the Notice of Proposed Class and Representative Action Settlement (“Notice Packet”); (b) receiving undeliverable Notice Packets; (c) receiving any requests for exclusion; (d) and answering questions from Class Members. If the Court grants final approval of the Settlement, Simpluris will be responsible, among other things, for: (e) calculating individual Settlement payments, distributing funds, and tax-reporting following final approval; (f) mailing Settlement checks; (g) and for such other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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TOLL FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours.

1 The toll-free telephone number included in the Class Notice was 1-866-675-3073.

2 **NOTIFICATION TO THE CLASS**

3 5. On January 30, 2025, Simpluris received the Court-approved Notice Packet from
4 Plaintiffs' Counsel. The Notice Packet advised Class Members of their right to opt out from the
5 Settlement, object to the Settlement, or do nothing, and the implications of each such action. The
6 Notice Packet advised Class Members of applicable deadlines and other events, including the Final
7 Approval Hearing, and how Class Members could obtain additional information. A true and correct
8 copy of an exemplar Notice is attached hereto as "**Exhibit A**".

9
10 6. On February 25, 2025, Counsel for Defendant provided Simpluris with a mailing list
11 containing the name, last known address, Social Security Number, and pertinent employment
12 information during the Class Period for the Class Members. The Class List contained data for 7,470
13 unique Class Members, of which 2,914 Class Members did not have an address.

14 7. The mailing addresses contained in the Class List were processed and updated
15 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
16 Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the event
17 that any individual had filed a U.S. Postal Service change of address request, the address listed with
18 the NCOA was utilized in connection with the mailing of the Notice Packets.

19 8. On March 7, 2025, after updating the mailing addresses through the NCOA, Notice
20 Packets were mailed via First Class Mail to 4,556 Class Members contained in the Class List. After
21 performing an additional skip tracing project using the Class Member's name and Social Security
22 number, four hundred seventy-three (473) addresses were found, and the notice was mailed to those
23 Class Members. Two thousand four hundred forty-one (2,441) Members remain without a valid
24 address and Simpluris is unable to send a mailing.

25 9. As of this date, two hundred sixty-seven (267) Notice Packets were returned by the post
26 office. For those without a forwarding address, Simpluris performed an advanced address search (i.e.
27 skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis.
28 Simpluris used the Class Member's name, previous address and Social Security number to locate a

1 more current address. Twenty-six (26) Notice Packets were re-mailed to either a newfound address,
2 with forwarding addresses provided by the United States Postal Service or at the request of the Class
3 Member. As of this date, two hundred-forty (240) Notice Packets were undeliverable because Simpluris
4 was unable to find a better address.

5 **SETTLEMENT WEBSITE**

6 10. Simpluris established and is maintaining a settlement website,
7 www.moradaclassaction.com, dedicated to this project to provide additional information to the Class
8 Members. The website URL was set forth in Notice. Visitors of the website can download copies of
9 the Notice, in both English and Spanish, Order Re: Plaintiffs' Motion for Preliminary Approval of
10 Class Action Settlement, Conditional Certification of Settlement Class, and Approval of Notice
11 Procedures, and Class and PAGA Action Settlement Agreement and Release. The website was
12 operational on or before March 7, 2025, and is accessible 24 hours a day, 7 days a week.

13 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

14 11. The deadline for Class Members to submit a Request for Exclusion, Object to the
15 Settlement or Dispute is April 21, 2025.

16 12. As of this date, Simpluris has not received a Request for Exclusion from a Class
17 Member.

18 13. As of this date, Simpluris has not received any Objections to the Settlement from a
19 Class Member.

20 14. As of this date, Simpluris has not received any Disputes regarding work weeks from
21 a Class Member.

22 **BREAKDOWN OF SETTLEMENT FUND**

23 15. As of this date, there are 7,470 Participating Class Members who will be paid their
24 portion of the Net Settlement Amount, estimated to be \$2,290,864.54. The Net Settlement Amount
25 available to pay Participating Class Members was determined as follows:

26 Gross Settlement Amount:	\$3,600,000.00
27 Less Attorneys' Fees	-\$1,199,880.00

Less Litigation Costs	-\$25,499.46
Less Settlement Administration	-\$11,256.00
Less Plaintiff Service Awards	-\$40,000.00
<u>Less PAGA Penalties</u>	<u>-\$32,500.00</u>
NET SETTLEMENT AMOUNT	\$2,290,864.54

As of this date, the *highest* Settlement Share to be paid is approximately \$8,111.75 and the *average* Settlement Share to be paid is approximately \$306.68.

For individuals who received notice, the *highest* Settlement Share to be paid is approximately \$10,153.61 and the *average* Settlement Share to be paid is approximately \$500.08.

These amounts are not final since timely responses can be received several days after the April 21, 2025, postmark deadline.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of April 2025, at Frisco, TX.



 Mary Butler

EXHIBIT A

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN JOAQUIN
Leticia Romero, et al. v. Morada Produce Company, L.P., Case No. STK-CV-UOE-2020-9623

A court authorized this notice. This is not a solicitation from a lawyer.

DID YOU WORK AT MORADA PRODUCE AS AN HOURLY-PAID EMPLOYEE DURING THE PERIOD OF NOVEMBER 17, 2016, THROUGH OCTOBER 14, 2024? IF YES, YOU ARE LIKELY ENTITLED TO A SHARE OF THIS PROPOSED SETTLEMENT.

«IMb₁ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_208075»

«City», «State» «Zip»

- A proposed class action settlement (“the Settlement”) has been reached between plaintiffs Leticia Romero, Hilda Mancilla de Magana, Maria Linares, and Maria de Jesus Becerra (hereinafter “Plaintiffs”) and Defendant Morada Produce Company, L.P. (hereinafter “Defendant”) (collectively “the Parties”).
- The Settlement resolves a putative class and representative action brought by Plaintiffs in which they allege that Defendant has failed to: (1) pay all hours worked; (2) provide all required overtime compensation; (3) provide adequate meal periods; (4) provide adequate rest periods; (5) provide accurate wage statements; and (6) pay waiting time penalties. Plaintiffs’ representative action was brought under the California Private Attorneys General Act, Cal. Labor Code section 2698 et seq. Plaintiffs also maintain that the aforementioned allegations led Defendant to violate California Business and Professions Code section 17200 et seq. (unfair competition).
- Defendant has denied, and continues to deny, the factual allegations and legal claims asserted by Plaintiffs in this lawsuit. Defendant does not admit to liability on any of the factual allegations or claims asserted in the lawsuit, or that the lawsuit can or should proceed as a class or representative action.
- After extensive negotiations, the Parties reached this proposed settlement based upon all known facts and circumstances, including the various risks and uncertainties related to continued litigation.
- The Settlement calls for eligible employees to receive individual class settlement payments based on total workweeks worked during the time period of November 17, 2016, through October 14, 2024 (hereinafter the “Class Period”).
- The Settlement also provides PAGA payments to eligible employees based on total pay periods worked between September 13, 2019, through October 14, 2024 (hereinafter the “PAGA Period”).
- Your projected individual settlement payment is \$«MERGED_Class_EstSettAmnt_CALC» based on «MERGED_Class_WW» workweeks. Your projected PAGA payment is \$«MERGED_PAGA_EstSettAmnt_CALC» based on «MERGED_PAGA_WW» pay periods. If you feel the above projections are inaccurate, please follow the instructions shown in section 6 below to file a dispute with the Settlement Administrator.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

DO NOTHING	You are <u>not</u> required to do anything to receive an individual settlement payment or a PAGA payment. Subject to the Court's Final Approval of the Settlement, you will receive a settlement payment and a PAGA payment (if applicable) at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). In exchange for the settlement payment, you will give up your claims implicated by this case, those within the scope of the release set forth below, specifically section 7. Please inform the Settlement Administrator if your mailing address changes.
EXCLUDE YOURSELF	You may exclude yourself from or "opt-out" of this Settlement by following the instructions detailed below (section 10). The deadline to opt-out is April 21, 2025 . If you submit a valid Request for Exclusion, you will <u>not</u> receive a settlement payment, and you will <u>not</u> be subject to the class release specified below (section 7). You are not permitted to object to the Settlement if you exclude yourself from the Settlement. However, under California law, there is no statutory right for any Settlement Class Member to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims.
OBJECT	If you wish to object to the Settlement, you must submit a written Notice of Objection and any supporting papers to the Settlement Administrator, as further explained below (section 12) Your Notice of Objection must be postmarked, faxed, or e-mailed by no later than April 21, 2025 .

- The above rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Thus far, the Court has granted preliminary approval, indicating that the Settlement is within the range of reasonableness. Settlement payments will only be issued if the Court grants final approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator, Class Counsel, or Defendant's counsel, whose contact information is provided in this notice. You may also access additional information by visiting this website: www.moradaclassaction.com

IMPORTANT POINTS ABOUT THE SETTLEMENT

1. Why did I get this notice?

Defendant's records show that you have worked at Morada Produce Company, L.P. as a non-exempt, hourly employee at some point during the Class Period. This Notice Form explains Plaintiffs' lawsuit, the Settlement, and your legal rights.

2. What is the lawsuit about?

The lawsuit is known as *Leticia Romero, et al. v. Morada Produce Company, L.P.* and is pending in the Superior Court of California for the County of San Joaquin, Case No. STK-CV-UOE-2020-9623,. Plaintiffs have sued Defendant due to the foregoing allegations or causes of action: (1) failure to pay all hours worked; (2) failure to provide all required overtime compensation; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) civil penalties pursuant to the Private Attorneys General Act (Labor Code §§2698, et seq.); and (8) unfair competition in violation of Cal. Business and Professions Code §§17200, et seq. Causes of action five through eight are derivative of causes of action one through four. Causes of action one through four are based on two central allegations brought by Plaintiffs: (1) Defendant failed to compensate certain employees for pre and post-shift work; and (2) Defendant committed meal and rest period violations by providing truncated breaks to certain employees.

Defendant denies all of Plaintiffs' allegations and denies that it violated the law in any way. The Court has not decided whether there is any merit to Plaintiffs' claims. However, after extensive negotiations, the Parties have

agreed to settle the matter. The mutually agreed upon settlement has been proposed to the Court, and the Court has granted preliminary approval. Next, Plaintiffs will move for final approval of the Settlement.

3. Why is this lawsuit a class action?

In a class action, one or more people called the “plaintiff” sues on behalf of other people who said plaintiff(s) alleges have similar claims. All of these people are part of a putative “class” and are referred to as putative “class members.” If the Court certifies the putative class, the Court resolves the issues for all class members, except for those who exclude themselves from the class. On January 27, 2025, the Court issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or the “Settlement Class Members” means all current and former non-exempt hourly employees who have worked for Defendant in California at any time during the Class Period, November 17, 2016, through October 14, 2024.

5. Why is there a settlement?

After conducting substantial fact discovery, including but not limited to reviewing policies, payroll records, and time records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all the claims asserted in the instant lawsuit, denies that it has violated any laws, and believes it has at all times paid its non-exempt employees correctly and fully complied with all applicable laws. Plaintiffs and their lawyers think the Settlement is in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a “Total Settlement Amount” of **\$3,600,000.00**. Deducted from the Total Settlement Amount will be sums approved by the Court for attorneys’ fees (not to exceed 33.33% of the Total Settlement Amount or \$1,199,880), attorneys’ actual costs expended (not to exceed \$50,000.00), Class Representative Service Awards to the Plaintiffs for their service to the Settlement Class (not to exceed \$10,000.00 each or \$40,000.00 total), \$50,000 in satisfaction of claims for alleged PAGA civil penalties (where \$37,500 will be paid to the State of California Labor and Workforce Development Agency as required by law and the remaining \$12,500 will be distributed to all employees who worked during the PAGA Period regardless of whether they opt of or object to the settlement), and the fees and expenses of the Settlement Administrator, Simpluris, Inc. not to exceed \$38,320. The Settlement Administrator will distribute the remaining Net Settlement Amount to Settlement Class Members who do not opt out (“Participating Settlement Class Members”) pursuant to the formula described below.

Individual Settlement Payment: The Net Settlement Amount will be distributed to Participating Settlement Class Members as follows:

Defendant will calculate the total number of weeks that each Class Member (“Individual Workweeks”) and all Class Members (“Class Workweeks”) worked during the Class Period. Alternatively, Defendant may provide the relevant start and termination dates (as applicable) for each Settlement Class Member from which the Settlement Administrator may calculate the same. Any fraction of a workweek actually worked will be rounded up to a full workweek.

To determine each Class Member’s Individual Settlement Payment, the Settlement Administrator will use the following formula: Estimated Individual Settlement Payment = Individual Workweeks (as a percentage of total workweeks by all Class Members during the Class Period) x Net Settlement Fund.

Ten percent (10%) of the Individual Settlement Award paid to each Participating Settlement Class Member shall be reported on an IRS Form W-2 as alleged unpaid wages subject to all applicable tax withholdings. Ninety percent (90%) of the Individual Settlement Award paid to each Participating Settlement Class Member shall be reported on an IRS Form 1099 as alleged non-wage penalties and interest not subject to payroll tax withholdings. Each Participating Settlement Class Member will be responsible for correctly characterizing the compensation for tax

purposes and for payment of any taxes on any amount received. Defendant will be responsible for paying its share of payroll taxes on the amount reported as alleged unpaid wages on a Form W-2.

Your estimated settlement payment is \$«**MERGED_Class_EstSettAmnt_CALC**», and your Individual Workweeks are «**MERGED_Class_WW**». To the extent you dispute the number of Individual Workweeks, you must make your dispute in writing and send it to the Settlement Administrator via mail, fax, or e-mail. Your dispute must be postmarked or faxed no later than **April 21, 2025** (the “Response Deadline”) to:

Romero, et al. v. Morada Produce Company, L.P.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax Number: (714) 824-8591
Email: info@moradaclassaction.com

Your workweek dispute must be in writing and contain: (a) your full name, signature, address, and telephone number; (b) the number of workweeks you contend is correct; and (c) any evidence supporting your contention. The Settlement Administrator will resolve and decide all Workweek Disputes, and its decisions will be final and non-appealable. The Settlement Administrator will inform you of the final determination.

PAGA Settlement Payment

Twenty-Five Percent of the PAGA Settlement Payment, or \$12,500, will be distributed to the Settlement Class Members who worked during the PAGA Claim Period, regardless of whether they elect to participate in the settlement). **Under California law, there is no statutory right for any Settlement Class Member to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by you shall be construed as relating only to the putative class action claims and shall have no effect whatsoever on the settlement of the PAGA claims.**

The PAGA Settlement Payment to each Settlement Class Member shall be reported on an IRS Form 1099 as alleged non-wage penalties not subject to payroll tax withholdings. Each Participating Settlement Class Member will be responsible for correctly characterizing the compensation for tax purposes and for payment of any taxes on any amount received.

7. What am I giving up in exchange for the class action settlement benefits?

In exchange for the for the settlement payment, each member of the Settlement Class who does not submit a valid Request for Exclusion (defined in response to Question 10 below), i.e., Participating Settlement Class Members, will release Defendant and all its current, former, and future parents, related companies, divisions, affiliates, owners, subsidiaries, predecessors and successors, and all of their agents, employees, officers, directors, managers, spouses, vendors/contractors, partners, shareholders, members, agents, attorneys, insurers, landlords, licensees, lessors, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, and any other successors, assigns, transferees, heirs, executors, administrators, or legal representatives, as well as any other individual or entity which could be jointly liable with any of the preceding, all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action, LWDA Letter, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) Failure to Pay all Hours Worked, (2) Failure to Pay All Overtime Hours Worked, (3) Meal Period Violations, (4) Rest Period Violations, (5) Wage Statement Violations, (6) Waiting Time Penalties, (7) PAGA, and (8) Unfair Competition in Violation of California Business and Professions Code §§17200, et seq. ("Released Claims"). The release shall only apply to the Class Period.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

Subject to the Court's final approval of the terms of the Settlement, unless you exclude yourself from the Settlement, you will automatically be sent payment at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator) in exchange for which you will release the Released Parties for any of the Released Claims (as defined in Section 7 above).

9. When will I get my check?

Checks will be mailed to Participating Settlement Class Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement and the timing for distribution is met. This will likely occur September 2025, but it may also occur earlier or later. Please also be advised that you will only have 180 days from the date that the checks are issued to cash them. If you do not cash your check within 180 days of the date of its issuance, your Individual Settlement Payment shall be voided.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must send a written Request for Exclusion to the Settlement Administrator to “opt out” of the Settlement. Your written Request for Exclusion may be mailed, faxed, or e-mailed to the Settlement Administrator. The Request for Exclusion must be in writing and must include your name, current address, current telephone number, and the last four digits of your Social Security number, if one has been assigned to you. Any Request for Exclusion that does not include all of the required information or that is not submitted in a timely manner, April 21, 2025, will be deemed ineffective. If there is a dispute regarding the timeliness or validity of a Request for Exclusion, then the Settlement Administrator shall make the determination, after consultation with Class Counsel and Defense Counsel. The Request for Exclusion should be mailed, faxed, or e-mailed here:

Romero, et al. v. Morada Produce Company, L.P.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax Number: (714) 824-8591
Email: info@moradaaclassaction.com

11. If I exclude myself, can I get anything from the Settlement?

If you exclude yourself from the Settlement, you will not receive an individual settlement payment. However, you may still receive a PAGA payment. There is no statutory right for any Settlement Class Member to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by you shall be construed as relating only to the putative class action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

OBJECTING TO THE SETTLEMENT

12. How do I object to the Settlement?

You have the right to submit a written objection to the Settlement. Any objection must be in writing and must state: (1) the name and case number of this Action (or reasonable portion thereof); (2) your full name, last four digits of your social security number (if assigned), and your current address. Furthermore, you should state whether your objection applies only to you, to a specific subset of the class, or to the entire class. The grounds for objection should be stated with specificity. You may not exclude yourself from the Settlement and object; you must be bound by the Settlement to object. Objections must be submitted by April 21, 2025. Objections must be mailed, faxed, or e-mailed to:

Romero, et al. v. Morada Produce Company, L.P.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax Number: (714) 824-8591
Email: info@moradaaclassaction.com

13. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. By submitting an objection, you are not excluding yourself from the Settlement; you will remain eligible to receive monetary compensation from the Settlement and

be bound by the Settlement if the Court grants final approval. Please note that you cannot both object to the Settlement and exclude yourself from the Settlement. You can only choose one of those options (but you can also choose to do nothing if you have no objections and just want to get a payment).

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you will automatically receive a payment from this Settlement as described above and you will be bound by the release of claims, subject to the Court's final approval of the terms of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you have not asked to exclude yourself from the Settlement, you may attend and you may ask to speak, but you do not have to.

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval/Settlement Fairness Hearing on **April 30, 2025, at 9:00 a.m.**, in Department 10A at the Superior Court of California for the County of San Joaquin, located at 180 E. Weber Ave., Stockton, CA 95202. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of at least 90 days following the entry of that Order in the Court record. That website is: www.moradaclassaction.com

16. Do I have to come to the hearing?

No. Class Counsel and Defendant's counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay (at your own expense) your own lawyer to attend, but it is not required.

GETTING MORE INFORMATION

17. How do I get more information?

This Settlement Notice is only a summary of the Action and the Settlement. Class Members should contact the Settlement Administrator at 1-866-675-3073 with any concerns or questions regarding the Settlement. You may also access documents relevant to this Settlement that have been filed with the Court at this website: www.moradaclassaction.com

All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to the Settlement Administrator or Counsel for the Parties, at the addresses set forth below:

Class Counsel

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arlo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
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One Embarcadero Center, Suite 2100
San Francisco, California 94111
Telephone: 415.604.0124

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE Y REPRESENTACIÓN PROPUESTO

CORTE SUPERIOR DE CALIFORNIA PARA EL CONDADO DE SAN JOAQUIN
Leticia Romero, et al. V. Morada Produce Company, L.P., Caso No. STK-CV-UOE-2020-9623

Un tribunal autorizó esta notificación. Esta no es una solicitud de un abogado.

**¿TRABAJÓ EN MORADA PRODUCE COMO EMPLEADO POR HORA DURANTE EL PERÍODO
COMPRENDIDO ENTRE EL 17 DE NOVIEMBRE DEL 2016 Y EL 14 DE OCTUBRE DEL 2024? SI LA
RESPUESTA ES SÍ, PROBABLEMENTE TENGA DERECHO A UNA PARTE DE ESTE ACUERDO
PROPUESTO.**

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_208075»

«City», «State» «Zip»

- Se ha llegado a un acuerdo de acción de clase propuesto (“el Acuerdo”) entre las Demandantes Leticia Romero, Hilda Mancilla de Magana, Maria Linares y Maria de Jesus Becerra (en adelante, las “Demandantes”) y el Demandado Morada Produce Company, L.P. (En adelante, el “Demandado”) (en conjunto, las “Partes”).
- El Acuerdo resuelve una acción de clase y representación putativa presentada por las Demandantes en la que alegan que el Demandado no ha: (1) pagado todas las horas trabajadas; (2) brindado toda la compensación por horas extra requerida; (3) brindado períodos de comida adecuados; (4) brindado períodos de descanso adecuados; (5) brindado talones de cheque precisos; y (6) pagado sanciones por mora. La acción de representación de las Demandantes se inició en virtud de la Ley de Procuraduría General Privada de California, Artículos 2698 et seq. del Código Laboral de California. Los Demandantes también sostienen que las acusaciones mencionadas anteriormente llevaron al Demandado a violar los artículos 17200 et seq. del Código de Negocios y Profesiones de California (competencia desleal).
- El Demandado ha negado, y continúa negando, las acusaciones de hecho y los reclamos legales afirmados por las Demandantes en este juicio. El Demandado no admite responsabilidad alguna sobre ninguna de las acusaciones de hecho o reclamos afirmados en el juicio, ni que el juicio puede o debe proceder como una acción de clase o de representación.
- Después de extensas negociaciones, las Partes llegaron a este acuerdo propuesto sobre la base de todos los hechos y circunstancias conocidos, incluidos los diversos riesgos e incertidumbres relacionados con la continuación del litigio.
- El Acuerdo pide a los empleados elegibles que reciban pagos individuales del acuerdo de la clase sobre la base del total de semanas de trabajo trabajadas durante el período comprendido entre el 17 de noviembre del 2016 y el 14 de octubre del 2024 (en adelante, el “Período de la Clase”).
- El Acuerdo también brinda Pagos en virtud de la PAGA a los empleados elegibles según el total de períodos de pago trabajados entre el 13 de septiembre del 2019 y el 14 de octubre del 2024 (en adelante, el “Período de la PAGA”).
- Su pago individual del acuerdo proyectado es de \$«MERGED_Class_EstSettAmnt_CALC» basado en «MERGED_Class_WW» Semanas laborales. Su pago en virtud de la PAGA proyectado es de \$«MERGED_PAGA_EstSettAmnt_CALC» en función de «MERGED_PAGA_WW» periodos de pago. Si considera que las proyecciones anteriores son inexactas, siga las instrucciones que se muestran en la sección 6 a continuación para presentar una disputa ante el Administrador del Acuerdo.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN VIRTUD DEL ACUERDO

NO HACER NADA	No está obligado a hacer nada para recibir un pago individual del acuerdo o un pago en virtud de la PAGA. Sujeto a la Homologación Definitiva del Acuerdo por parte de la Corte, recibirá un pago del acuerdo y un pago en virtud de la PAGA (si corresponde) en la dirección a la que se envió esta Notificación por correo (a menos que proporcione una dirección de envío al Administrador del Acuerdo en tiempo y forma). A cambio del pago del acuerdo, renunciará a sus reclamos implicados en este caso, aquellos dentro del alcance de la exoneración que se establece a continuación, específicamente la sección 7. Informe al Administrador del Acuerdo si cambia su dirección postal.
EXCLUIRSE	Puede no participar o “excluirse” de este Acuerdo siguiendo las instrucciones que se detallan a continuación (sección 10). La fecha límite para excluirse es el 21 de abril del 2025 . Si presenta una Solicitud de Exclusión válida, <u>no</u> recibirá un pago del acuerdo y <u>no</u> estará sujeto a la exoneración de clase especificada a continuación (sección 7). No tiene permitido oponerse al Acuerdo si se excluye del mismo. Sin embargo, conforme a la ley de California, no hay derecho estatutario para que ningún Miembro de la Clase del Acuerdo se oponga, se excluya o se excluya de otra manera del acuerdo de los reclamos en virtud de la PAGA.
OPONERSE	Si desea oponerse al Acuerdo, debe enviar una Notificación de Oposición por escrito y cualquier documento de respaldo al Administrador del Acuerdo, como se explica más adelante (sección 12) Su Notificación de Oposición debe tener sello postal, enviarse por fax o por correo electrónico a más tardar el 21 de abril del 2025 .

- Los derechos y opciones anteriores, y cómo ejercerlos, se explican con más detalle en esta notificación.
- La Corte que maneja este caso aún debe decidir si otorgar la homologación definitiva al Acuerdo. Hasta ahora, la Corte ha otorgado la homologación preliminar, lo que indica que el Acuerdo está dentro del rango de razonabilidad. Los pagos del acuerdo solo se emitirán si la Corte otorga la homologación definitiva al Acuerdo.
- Para obtener más información con respecto al Acuerdo, contacte al Administrador del Acuerdo, al Abogado de la Clase, o al Abogado del Demandado, cuya información de contacto figura en esta notificación. También puede acceder a información adicional visitando este sitio web: www.moradaclassaction.com

PUNTOS IMPORTANTES SOBRE EL ACUERDO

1. ¿Por qué recibí esta notificación?

Los registros del Demandado indican que usted ha trabajado en Morada Produce Company, L.P. como empleado no exento por hora en algún momento durante el Período de la Clase. Este Formulario de Notificación explica el juicio de los Demandantes, el Acuerdo y sus derechos legales.

2. ¿De qué se trata el juicio?

El juicio se conoce como *Leticia Romero, et al. V. Morada Produce Company, L.P.* y está pendiente en la Corte Superior de California para el Condado de San Joaquín, Caso No. STK-CV-UOE-2020-9623. Los Demandantes han demandado al Demandado debido a las acusaciones o causas de acción anteriores: (1) no pagar todas las horas trabajadas; (2) no proporcionar toda la compensación requerida por horas extra; (3) violaciones al período de comida; (4) violaciones al período de descanso; (5) violaciones al talón de cheque; (6) no pagar sanciones por mora en el pago de horas extra; (7) no pagar sanciones civiles conforme a la Ley de Procuraduría General Privada (§§2698, et seq. Del Código Laboral); y (8) competencia desleal en violación de Cal. Código de Negocios y Profesiones §§17200, et seq. Las causas de acción del cinco al ocho derivan de las causas de acción del uno al cuatro. Las causas de acción del uno al cuatro se basan en dos acusaciones centrales presentadas por las Demandantes: (1) el Demandado no compensó a ciertos empleados por el trabajo previo y posterior al turno; y (2) el Demandado

cometió violaciones por períodos de comida y descanso al brindar descansos truncados a ciertos empleados.

El Demandado niega todas las acusaciones de los Demandantes y niega haber violado la ley de alguna manera. La Corte no ha decidido si hay algún mérito en los reclamos de los Demandantes. Sin embargo, después de extensas negociaciones, las Partes han acordado resolver el asunto. El acuerdo mutuamente acordado se ha propuesto a la Corte, y la Corte ha otorgado la homologación preliminar. Luego, los Demandantes solicitarán la homologación definitiva del Acuerdo.

3. ¿Por qué este juicio es una acción de clase?

En una acción de clase, una o más personas denominadas “Demandante” demandan en nombre de otras personas que dijeron que el/los Demandante(s) tiene reclamos similares. Todas estas personas son parte de una “clase” putativa y se denominan “miembros de la clase” putativos. Si la Corte certifica la clase putativa, la Corte resuelve las cuestiones para todos los miembros de la clase, excepto para aquellos que se excluyan de la clase. El 27 de enero del 2025, la Corte emitió una orden que certificaba condicionalmente la Clase del Acuerdo solo a los fines del acuerdo.

4. ¿Quiénes están incluidos en la Clase del Acuerdo?

“Miembros de la Clase” o los “Miembros de la Clase del Acuerdo” se refieren a todos los empleados actuales y ex empleados no exentos por hora que han trabajado para el Demandado en California en cualquier momento durante el Período de la Clase, desde el 17 de noviembre del 2016 hasta el 14 de octubre del 2024.

5. ¿Por qué hay un acuerdo?

Después de llevar a cabo un descubrimiento sustancial de hechos, lo que incluye, entre otros, la revisión de políticas, registros de nómina de pago y registros de horarios, ambas partes acordaron el Acuerdo para evitar el costo y el riesgo de continuar con el litigio. El Acuerdo no significa que se haya violado ninguna ley. El Demandado niega todos los reclamos afirmados en el juicio inmediato, niega haber violado alguna ley y cree que ha pagado en todo momento a sus empleados no exentos de manera correcta y plenamente cumplido con todas las leyes aplicables. Los Demandantes y sus abogados creen que el Acuerdo es en el mejor interés de todos los Miembros de la Clase del Acuerdo.

LOS BENEFICIOS DEL ACUERDO

6. ¿Qué proporciona el Acuerdo?

Conforme a los términos del Acuerdo, el Demandado acepta pagar un “Importe Total del Acuerdo” de **\$3,600,000.00**. Se deducirán del Importe Total del Acuerdo las sumas aprobadas por la Corte en concepto de honorarios de abogados (que no excedan el 33.33% del Importe Total del Acuerdo o \$1,199,880), costos reales de abogados gastados (que no excedan los \$50,000.00), Aumentos en el Pago a los Representantes de la Clase por sus servicios a la Clase del Acuerdo (que no excedan los \$10,000.00 cada uno o \$40,000.00 en total), \$50,000 en satisfacción de reclamos por presuntas sanciones civiles en virtud de la PAGA (donde se pagarán \$37,500 a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral del Estado de California según lo requiere la ley y los \$12,500 restantes se distribuirán a todos los empleados que trabajaron durante el Período de la PAGA sin importar si optan o se oponen al Acuerdo), y los honorarios y gastos del Administrador del Acuerdo, Simpluris, Inc., que no excedan los \$38,320. El Administrador del Acuerdo distribuirá el Importe Neto del Acuerdo restante a los Miembros de la Clase del Acuerdo que no se excluyan (“Miembros Participantes de la Clase del Acuerdo”) de acuerdo con la fórmula que se describe a continuación.

Pago Individual del Acuerdo: El Importe Neto del Acuerdo se distribuirá a los Miembros Participantes de la Clase del Acuerdo de la siguiente manera:

El Demandado calculará la cantidad total de semanas que cada Miembro de la Clase (“Semanas de Trabajo Individuales”) y todos los Miembros de la Clase (“Semanas de Trabajo de la Clase”) trabajaron durante el Período de la Clase. Alternativamente, el Demandado puede proporcionar las fechas de inicio y finalización relevantes (según corresponda) para cada Miembro de la Clase del Acuerdo a partir de las cuales el Administrador del Acuerdo puede calcular lo mismo. Cualquier fracción de una semana de trabajo realmente trabajada se redondeará a una semana de trabajo completa.

Para determinar el Pago Individual del Acuerdo de cada Miembro de la Clase, el Administrador del Acuerdo utilizará la siguiente fórmula: Pago Individual Estimado del Acuerdo = Semanas de Trabajo Individuales (como porcentaje del total de Semanas de Trabajo de todos los Miembros de la Clase durante el Período de la Clase) x Fondo Neto del Acuerdo.

El diez por ciento (10%) de la Adjudicación Individual del Acuerdo pagada a cada Miembro Participante de la Clase del Acuerdo se informará en un Formulario W-2 del IRS como supuestos salarios impagos sujetos a todas las retenciones impositivas aplicables. El noventa por ciento (90%) de la Adjudicación Individual del Acuerdo pagada a cada Miembro Participante de la Clase del Acuerdo se informará en un Formulario 1099 del IRS como supuestas sanciones e intereses no salariales que no están sujetos a retenciones impositivas de la nómina de pago. Cada Miembro Participante de la Clase del Acuerdo será responsable de caracterizar correctamente la compensación a los efectos impositivos y del pago de cualquier impuesto sobre cualquier monto recibido. El Demandado será responsable de pagar su parte de los impuestos sobre la nómina de pago sobre la cantidad informada como supuestos salarios impagos en un Formulario W-2.

Su Pago del Acuerdo estimado es de \$«**MERGED_Class_EstSettAmnt_CALC**», y sus Semanas de Trabajo Individuales son «**MERGED_Class_WW**». En la medida en que dispute la cantidad de semanas de trabajo individuales, debe presentar su disputa por escrito y enviarla al Administrador del Acuerdo por correo postal, fax o correo electrónico Su impugnación debe tener sello postal o ser enviada por fax a más tardar **el 21 de abril del 2025** (la “Fecha Límite para la Respuesta”) a:

Romero, et al. V. Morada Produce Company, L.P.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Número de fax: (714) 824-8591
Correo electrónico: info@moradaaclassaction.com

Su disputa de semanas de trabajo debe ser por escrito y contener: (a) su nombre completo, firma, dirección y número de teléfono; (b) la cantidad de semanas de trabajo que sostiene que es correcta; y (c) cualquier evidencia que respalde su afirmación. El Administrador del Acuerdo resolverá y decidirá todas las disputas de las semanas de trabajo, y sus decisiones serán definitivas e inapelables. El Administrador del Acuerdo le informará sobre la determinación definitiva.

Pago del Acuerdo en virtud de la PAGA

El veinticinco por ciento del Pago del Acuerdo en virtud de la PAGA, o \$12,500, se distribuirá a los Miembros de la Clase del Acuerdo que trabajaron durante el Período del Reclamo en virtud de la PAGA, independientemente de si eligen participar en el acuerdo). **Conforme a la ley de California, ningún Miembro de la Clase del Acuerdo tiene derecho legal a oponerse, excluirse o excluirse de otro modo del acuerdo de los reclamos en virtud de la PAGA. En consecuencia, cualquier oposición o exclusión oportuna del Acuerdo presentada por usted se interpretará como relacionada solo con los reclamos putativos de acción de clase y no tendrá ningún efecto sobre el acuerdo de los reclamos en virtud de la PAGA.**

El Pago del Acuerdo en virtud de la PAGA a cada Miembro de la Clase del Acuerdo se informará en un Formulario 1099 del IRS como presuntas sanciones no salariales que no están sujetas a retenciones impositivas sobre la nómina de pago. Cada Miembro Participante de la Clase del Acuerdo será responsable de caracterizar correctamente la compensación a los efectos impositivos y del pago de cualquier impuesto sobre cualquier monto recibido.

7. ¿A qué renuncio a cambio de los beneficios del acuerdo de acción de clase?

A cambio del Pago del Acuerdo, cada miembro de la Clase del Acuerdo que no presente una Solicitud de Exclusión válida (definida en respuesta a la Pregunta 10 a continuación), es decir, los Miembros Participantes de la Clase del Acuerdo, exonerarán al Demandado y a todas sus controlantes, compañías relacionadas, divisiones, afiliadas, propietarios, subsidiarias, predecesores y sucesores, y todos sus agentes, empleados, funcionarios, directores, gerentes, cónyuges, vendedores/contratistas, socios, accionistas, miembros, agentes, abogados, aseguradoras, propietarios, licenciarios, arrendadores, reaseguradores, planes de beneficios de empleados y fiduciarios de planes, representantes, predecesores y cualquier otro sucesor, cesionario, cesionario, heredero, albacea, administradores o representantes legales, así como cualquier otra persona o entidad que pudiera ser responsable conjuntamente con cualquiera de los anteriores, todos los reclamos conforme a la ley estatal, federal o local, que surjan de los reclamos expresamente alegados en la Acción, la Carta de la LWDA y todos los demás reclamos, como aquellos conforme al Código Laboral de California, Órdenes Salariales, regulaciones y/u otras disposiciones de la ley, que podrían haberse afirmado sobre la base de los hechos alegados en la Acción por: (1) no pagar todas las horas trabajadas, (2) no pagar todas las horas extra trabajadas, (3) violaciones a los períodos de comida, (4) violaciones a los períodos de descanso, (5) violaciones a los talones de cheque, (6) no pagar sanciones por mora en el pago, (7) PAGA, y (8) Competencia Desleal en violación del Código de Negocios y Profesiones de California §§17200, et seq. ("Reclamos Exonerados"). La exoneración solo se aplicará al Período de la Clase.

CÓMO OBTENER UN PAGO DEL ACUERDO

8. ¿Cómo hago para recibir un pago del acuerdo?

Sujeto a la homologación definitiva de los términos del Acuerdo por parte de la Corte, a menos que se excluya del Acuerdo, se le enviará automáticamente el pago a la dirección donde se envió esta Notificación por correo (a menos que proporcione oportunamente una dirección de envío al Administrador del Acuerdo) a cambio de lo cual exonerará a las Partes Exoneradas por cualquiera de los Reclamos Exonerados (según se define en la Sección 7 anterior).

9. ¿Cuándo recibiré mi cheque?

Los cheques se enviarán por correo a los Miembros Participantes de la Clase del Acuerdo elegibles para recibir beneficios en virtud del Acuerdo después de que la Corte otorgue la “homologación definitiva” del Acuerdo y se cumpla el plazo para la distribución. Esto probablemente ocurrirá en septiembre de 2025, pero también puede ocurrir antes o después. Sepa además que solo tendrá 180 días a partir de la fecha de emisión del cheque del Acuerdo para cobrarlo. Si no cobra su cheque dentro de los 180 días de la fecha de su emisión, se anulará su Pago Individual del Acuerdo.

EXCLUIRSE DEL ACUERDO

10. ¿Cómo le pido a la Corte que me excluya de la Clase del Acuerdo?

Si no desea participar en el Acuerdo, debe enviar una Solicitud de Exclusión por escrito al Administrador del Acuerdo para “excluirse” del Acuerdo. Su Solicitud de Exclusión por escrito puede enviarse por correo, fax o correo electrónico al Administrador del Acuerdo. La Solicitud de Exclusión debe ser por escrito y debe incluir su nombre, dirección actual, número de teléfono actual y los últimos cuatro dígitos de su número de Seguro Social, si se le ha asignado uno. Cualquier Solicitud de Exclusión que no incluya toda la información requerida o que no se presente de manera oportuna, el 21 de abril del 2025, se considerará ineficaz. Si hay una disputa con respecto a la puntualidad o validez de una Solicitud de Exclusión, entonces el Administrador del Acuerdo tomará la determinación, después de consultar con los Abogados de la Clase y los Abogados de la Defensa. La Solicitud de Exclusión debe enviarse por correo, fax o correo electrónico aquí:

Romero, et al. V. Morada Produce Company, L.P.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Número de fax: (714) 824-8591
Correo electrónico: info@moradaaction.com

11. Si me excluyo, ¿puedo obtener algo del Acuerdo?

Si se excluye del Acuerdo, no recibirá un pago individual del acuerdo. Sin embargo, aún puede recibir un pago en virtud de la PAGA. No existe ningún derecho legal para ningún Miembro de la Clase del Acuerdo a oponerse, excluirse o excluirse del acuerdo de los Reclamos en virtud de la PAGA. En consecuencia, cualquier oposición o exclusión oportuna del Acuerdo presentada por usted se interpretará como relacionada solo con los reclamos putativos de acción de clase y no tendrá ningún efecto sobre el acuerdo de los reclamos en virtud de la PAGA.

OPONERSE AL ACUERDO

12. ¿Cómo me opongo al Acuerdo?

Tiene derecho a presentar una oposición por escrito al Acuerdo. Toda oposición debe realizarse por escrito y debe indicar: (1) el nombre y número de caso de esta Acción (o parte razonable de la misma); (2) su nombre completo, los últimos cuatro dígitos de su número de seguro social (si se asigna) y su dirección actual. Además, debe indicar si su oposición se aplica solo a usted, a un subgrupo específico de la clase o a toda la clase. Los motivos de oposición deben indicarse con especificidad. No puede excluirse del Acuerdo y oponerse; debe estar obligado por el Acuerdo para oponerse. Las oposiciones deben presentarse antes del 21 de abril del 2025. Las oposiciones deben enviarse por correo, fax o correo electrónico a:

Romero, et al. V. Morada Produce Company, L.P.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Número de fax: (714) 824-8591
Correo electrónico: info@moradaaclassaction.com

13. ¿Cuál es la diferencia entre oponerse y solicitar la exclusión?

Oponerse es simplemente decirle a la Corte a usted no le gusta algo del Acuerdo. Excluirse es decirle a la Corte que no desea formar parte de la Clase del Acuerdo. Al presentar una oposición, no se excluye del Acuerdo; seguirá siendo elegible para recibir una compensación monetaria del Acuerdo y quedará obligado por el Acuerdo si la Corte concede la homologación definitiva. Tenga en cuenta que no puede oponerse al Acuerdo y excluirse de él al mismo tiempo. Solo puede escoger una de las dos opciones (pero también puede elegir no hacer nada si no tiene oposiciones y solo desea recibir un pago).

SI NO HACE NADA

14. ¿Qué sucede si no hago absolutamente nada?

Si no hace nada, automáticamente recibirá un pago de este Acuerdo, tal y como se describe anteriormente y estará obligado a exonerar los reclamos, supeditado a la homologación definitiva de los términos del Acuerdo por parte de la Corte.

AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA DE LA CORTE

La Corte celebrará una audiencia para decidir si homologará el Acuerdo. Si no ha solicitado excluirse del Acuerdo, puede asistir y puede solicitar hablar, pero no es necesario que lo haga.

15. ¿Cuándo y dónde decidirá la Corte si homologará el acuerdo?

La Corte celebrará una Audiencia de Homologación Definitiva el **30 de abril del 2025, a las 9:00 a. m.**, en el Departamento 10A de la Corte Superior de California para el Condado de San Joaquin, ubicado en 180 E. Weber Ave., Stockton, CA 95202. La audiencia podrá trasladarse a una fecha u hora diferente sin aviso adicional. En esta audiencia, la Corte determinará si el Acuerdo es justo, razonable y adecuado. Si hay oposiciones, la Corte las considerará. La Corte solo escuchará a las personas que hayan pedido hablar en la audiencia. Después de la audiencia, la Corte decidirá si homologa el Acuerdo. No sabemos cuánto demorará tomar estas decisiones.

Si la Corte concede la Homologación Definitiva del Acuerdo, la Orden que concede la Homologación Definitiva y la Sentencia registrada se publicarán en un sitio web creado por el Administrador del Acuerdo para este caso por un período de 90 días después de registrar la Orden en el registro de la Corte. El sitio web es el siguiente: www.moradaclassaction.com

16. ¿Debo asistir a la audiencia?

No El Abogado de la Clase y el abogado del Demandado responderán cualquier pregunta que el juez pueda tener. Sin embargo, es bienvenido a asistir a su propio cargo. Si envía una oposición, no necesita comparecer ante la Corte para hablar sobre ella. Siempre y cuando haya enviado por correo su oposición en forma escrita y oportuna, la Corte la tendrá en consideración. También puede pagarle (a su cargo) a su propio abogado para que asista, pero no es necesario.

OBTENER MÁS INFORMACIÓN

17. ¿Cómo obtengo información adicional?

La presente Notificación del Acuerdo es únicamente un resumen de la Acción y del Acuerdo. Los Miembros de la Clase deben contactar al Administrador del Acuerdo al 1-866-675-3073 si tienen alguna inquietud o pregunta con respecto al Acuerdo. También puede acceder a los documentos relevantes para este Acuerdo que se han presentado ante la Corte en este sitio web: www.moradaclassaction.com

Todas las consultas de los Miembros de la Clase sobre esta Notificación y/o el Acuerdo deben dirigirse al Administrador del Acuerdo o al Abogado de las Partes, a las direcciones que se indican a continuación:

Abogados de la Clase

ARLO GARCIA URIARTE, ESQ.
arlo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Teléfono: (415) 695-1000
Fax: (415) 695-1006

Abogados del Demandado

Darin T. Judd, No. Del Colegio de Abogados del
Estado 160475
THOMPSON WELCH SOROKO & GILBERT
LLP
3950 Civic Center Drive, Suite 300
San Rafael, California 94903
Teléfono: (415) 448-5000
Fax: (415) 448-5010
O'HAGAN MEYER LLP

SUMY KIM, NO. DEL COLEGIO DE
ABOGADOS DEL ESTADO 290082
Correo electrónico: SKim@OHaganMeyer.com
VINCENT R. FISHER, NÚMERO DEL
COLEGIO DE ABOGADOS 276334
Correo electrónico:
VFisher@OHaganMeyer.com
One Embarcadero Center, Suite 2100
San Francisco, California 94111
Teléfono: 415.604.0124

POR FAVOR, NO SE COMUNIQUE CON EL SECRETARIO DE LA CORTE NI CON EL JUEZ PARA REALIZAR PREGUNTAS.

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3 Un Kei Wu, SBN 270058
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5 Elizabeth L. Lyons, SBN 327742
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11 Facsimile: (415) 695-1006
12
13 Attorneys for Plaintiffs

10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN JOAQUIN**
12 **UNLIMITED JURISDICTION**

14 Leticia Romero, Hilda Mancilla de Magana,
15 Maria Linares, and Maria de Jesus Becerra,
16 on behalf of themselves and others similarly
situated and the general public,

17 Plaintiffs,

18 vs.
19

20 Morada Produce Company, L.P.; and DOES 1
21 through 50, inclusive,

22 Defendants.
23

Case No. STK-CV-UOE-2020-9623

**EXHIBIT “3” DECLARATION OF ARLO
GARCIA URIARTE IN SUPPORT OF
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Liberation Law Group P.C.

2760 Mission Street
San Francisco, CA 94110

Re: Morada Class Action

PRE-BILL

Invoice Date: April 07, 2025
Invoice Number: Pre-bill
Invoice Amount: \$25,499.46

Matter: Morada Produce (Class Action)

Costs

9/10/2020	Copies	\$0.30
9/10/2020	Certified mailing of PAGA notice to defendant.	\$7.10
9/10/2020	Postage	\$0.75
9/10/2020	Scans	\$0.30
9/11/2020	LWDA	\$75.00
11/10/2020	Class Action Complaint filing fee	\$1,435.00
11/14/2020	Mail Complaint	\$2.40
12/1/2020	Westlaw - Nov 2020	\$10.99
	Date of Charge: 11/17/2020,	
5/31/2021	Printing	\$0.60
5/31/2021	Printing	\$0.15
10/4/2021	One Legal Fee Credit Sale#03577763 dated 10/4 paid through Amex 10/4	\$69.49
1/18/2022	Westlaw Jan 2022	\$1.57
1/31/2022	Printing	\$0.60
1/31/2022	Printing	\$2.10
4/1/2022	Postage cost to overnight CMS to San Joaquin SC.	\$26.95
10/31/2022	Lexis Oct 2022 Charges	\$17.50
5/2/2023	Printing/Scanning	\$0.45
5/19/2023	efile Invoice#7418522 Invoice dated 5/17	\$155.00
11/8/2023	West Coast Reporters Invoice#23794 dated 10/17	\$361.46
	depo transcript LETICIA ROMERO	
4/24/2024	Exhibits for Depo of PMK - Print copies - E101	\$29.40

4/30/2024	E106 Online research Lexis Charges April 2024	\$4.21
5/22/2024	E115 Deposition transcripts - Nogara Reporting Services Invoice#66638 dated 5/22 depo transcript of Georgiana Werner and Juan Escalera	\$1,264.25
5/22/2024	E115 Deposition transcripts - Nogara Reporting Services Invoice#66639 dated 5/22 depo transcript of Georgiana Werner and Juan Escalera	\$658.00
6/26/2024	e108 postage	\$10.14
8/6/2024	E121 Arbitrators/mediators - Serratore Law Mediation Services, LLC- Mediation	\$14,000.00
8/9/2024	E124 Other University Waterfront Hotel and meeting room costs	\$123.02
8/13/2024	LB - Stay in Stockton 8-5-24 to 8-9-24 University Plaza Waterfront \$257.50 Gas and toll \$27.00 Food & Groceries \$161.31	\$445.81
8/14/2024	University Plaza Water Front Hotel Stockton	\$120.00
9/3/2024	E106 Online Research Lexis charges Aug 2024	\$60.44
9/6/2024	E112 Court fees - One Legal Credit Sale#06350770 dated 9/6/24 Notice of Settlement, Notice of Settlement of Entire Case	\$133.84
12/4/2024	Motion of Preliminary Approval and Declaration ISO (aprox.)	\$60.00
12/4/2024	Courtesy Copies Motion of Preliminary Approval and Declaration ISO (aprox.)	\$90.00
12/4/2024	Scan+copies x20	\$15.00
12/4/2024	Motion of Final Approval and Declaration ISO (aprox.)	\$60.00
12/4/2024	Courtesy Copies Motion of Final Approval and Declaration ISO (aprox.)	\$90.00
12/4/2024	Scan+copies x20	\$15.00
12/9/2024	E112 Court fees - One Legal Credit Sale#06620505 dated 12/09/24 Motion,Declaration,Proof of Service	\$221.99
12/13/2024	E112 Court fees - One Legal Credit Sale#06635026 dated 12/13/24 Motion,Declaration,Proof of Service	\$108.41
1/6/2025	E106 Online Research Lexis charges Dec 2024	\$28.97
1/30/2025	E112 Court fees - One Legal Credit Sale#06764886 dated 01/30/25 Notice of Entry	\$129.06
2/3/2025	E112 Court fees - One Legal Credit Sale#06773657 dated 02/03/2025 Proposed Order	\$191.01
3/24/2025	Radio notification-796761A WOID-00U9657L KMIX-FM	\$2,715.00
4/7/2025	Subpoena Paycom- Compex fees	\$2,428.20
4/7/2025	Motion fee final approval hearing + courtesy copies aprox	\$330.00
TOTAL:		\$25,499.46

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3 Un Kei Wu, SBN 270058
4 *unkei@liberationlawgroup.com*
5 Elizabeth L. Lyons, SBN 327742
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13 Attorneys for Plaintiffs

10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN JOAQUIN**
12 **UNLIMITED JURISDICTION**

14 Leticia Romero, Hilda Mancilla de Magana,
15 Maria Linares, and Maria de Jesus Becerra,
16 on behalf of themselves and others similarly
situated and the general public,

17 Plaintiffs,

18 vs.
19

20 Morada Produce Company, L.P.; and DOES 1
21 through 50, inclusive,

22 Defendants.
23

Case No. STK-CV-UOE-2020-9623

**EXHIBIT “4” DECLARATION OF ARLO
GARCIA URIARTE IN SUPPORT OF
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

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Attorney for PLAINTIFFS

**HILDA MANCILLA DE MAGANA, LETICIA ROMERO, MARIA LINARES &
MARIA DE JESUS BECERRA**

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF SAN JOAQUIN

UNLIMITED JURISDICTION

Hilda Mancilla de Magana; Leticia Romero;
Maria Linares; and Maria de Jesus Becerra, on
behalf of themselves and other similarly
situated and the general public,

Plaintiffs,

v.

Morada Produce Company, L.P.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-9623

**PLAINTIFF'S HILDA MANCILLA
MAGANA DECLARATION IN SUPPORT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT.**

Action Filed: November 17, 2020

1 I, Hilda Mancilla de Magana, have personal knowledge of the matters herein mentioned
2 and if called upon as a witness I would competently testify as follows:

3 1. I submit this statement to provide additional detail regarding my role as a putative
4 class representative in this matter. I believe I am an adequate class representative, and that my
5 claims and allegations are both common to and typical of the claims held by other members of
6 the putative class.

7 2. I was employed by Defendant as a seasonal cherry sorter from approximately 2007
8 until June 2020.

9 3. After my employment ended, a group of workers and I sought legal assistance
10 regarding several concerns we had about our working conditions and treatment while employed
11 by Defendant. We ultimately retained Arlo Uriarte of Liberation Law Group, P.C. (“LLG”). I met
12 with Mr. Uriarte and described the issues I experienced during my employment, including the
13 failure to provide proper meal and rest breaks and underpayment for work performed.

14 4. During my conversations with LLG, I explained that these issues were not unique
15 to me. Based on my observations, Defendant failed to fully and properly compensate not just me,
16 but also my coworkers, and routinely denied us full and legally compliant meal and rest periods.

17 5. I shared these experiences with Mr. Uriarte, who explained that a class action
18 lawsuit could be filed to pursue relief not only for me, but for my coworkers as well. I agreed to
19 serve as a class representative along with my co-plaintiffs.

20 6. Before the lawsuit was filed, Mr. Uriarte and his team explained the duties and
21 responsibilities associated with serving as a class representative. I agreed to take on this role,
22 along with Leticia Romero, Maria Linares, and Maria de Jesus Becerra. I began assisting by
23 providing detailed information about my employment and helping to identify and contact former
24 coworkers. This initial work took approximately eight hours of my time.

25 7. After the complaint was filed, I participated in the discovery process. I responded
26 to Defendant’s interrogatories, collected and provided all documentation in my possession, and
27 assisted in preparing potential questions for Defendant. This phase of the case required
28 approximately ten hours of my time.

8. I also contributed to the pre-mediation phase by helping to identify relevant documents and contacting potential declarants. I later attended the mediation session. These efforts required approximately twelve additional hours of my time.

9. Throughout the entire process, Mr. Uriarte and the team at LLG have remained in regular contact with me by phone and in meetings, keeping me informed of each stage of the case. In total, I have dedicated approximately thirty hours to helping develop the class claims and prepare for mediation.

I declare under penalty of perjury under California Law that the foregoing is true and correct. Executed on the date April 8, 2025, in Escalante, California.

/S/
Hilda Mancilla de Magana

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arlo@liberationlawgroup.com
Un Kei Wu, SBN 270058
unkei@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
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Attorney for PLAINTIFFS

**HILDA MANCILLA DE MAGANA, LETICIA ROMERO, MARIA LINARES &
MARIA DE JESUS BECERRA**

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN JOAQUIN
UNLIMITED JURISDICTION**

Hilda Mancilla de Magana; Leticia Romero;
Maria Linares; and Maria de Jesus Becerra, on
behalf of themselves and other similarly
situated and the general public,

Plaintiffs,

v.

Morada Produce Company, L.P.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-9623

**PLAINTIFF'S HILDA MANCILLA
MAGANA DECLARATION IN SUPPORT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT.**

Action Filed: November 17, 2020

1 Yo, Hilda Mancilla de Magana, tengo conocimiento personal de los asuntos que aqui se
2 mencionan y si se me llamara como testigo testificaria de la siguiente manera:

3 1. Presento esta declaración para proporcionar información adicional respecto a mi
4 papel como representante de la clase propuesta en este caso. Considero que soy una representante
5 adecuada, y que mis reclamaciones y alegaciones son comunes y típicas de las reclamaciones que
6 tienen otros miembros de la clase propuesta.

7 2. Fui empleada por la Parte Demandada como clasificadora de cerezas de temporada
8 desde aproximadamente el año 2007 hasta junio de 2020.

9 3. Después de que terminó mi empleo, un grupo de trabajadores y yo buscamos
10 asistencia legal debido a varias inquietudes que teníamos sobre nuestras condiciones laborales y
11 el trato recibido mientras trabajábamos para la Parte Demandada. Finalmente contratamos a Arlo
12 Uriarte del bufete Liberation Law Group, P.C. ("LLG"). Me reuní con el Sr. Uriarte y le describí
13 los problemas que experimenté durante mi empleo, incluyendo la falta de descansos adecuados
14 para comida y descanso, así como el pago incompleto por el trabajo realizado.

15 4. Durante mis conversaciones con LLG, expliqué que estos problemas no eran
16 exclusivos de mi situación. Según mis observaciones, la Parte Demandada no solo me compensó
17 de forma incompleta e inadecuada a mí, sino también a mis compañeros de trabajo, y
18 rutinariamente nos negó descansos completos y conformes con la ley.

19 5. Compartí estas experiencias con el Sr. Uriarte, quien me explicó que se podía
20 presentar una demanda colectiva para buscar una solución no solo para mí, sino también para mis
21 compañeros de trabajo. Acepté servir como representante de la clase junto con mis co-
22 demandantes.

23 6. Antes de presentar la demanda, el Sr. Uriarte y su equipo me explicaron las
24 obligaciones y responsabilidades que conlleva ser representante de la clase. Acepté asumir este
25 papel, junto con Leticia Romero, María Linares y María de Jesús Becerra. Comencé colaborando
26 al proporcionar información detallada sobre mi empleo y ayudando a identificar y contactar a
27 antiguos compañeros de trabajo. Este trabajo inicial requirió aproximadamente ocho horas de mi
28 tiempo.

1 7. Después de presentar la demanda, participé en el proceso de descubrimiento.
2 Respondí a los interrogatorios de la Parte Demandada, recopilé y proporcioné toda la
3 documentación que tenía en mi posesión, y ayudé a preparar posibles preguntas para la Parte
4 Demandada. Esta fase del caso requirió aproximadamente diez horas de mi tiempo.

5 8. También contribuí en la fase previa a la mediación ayudando a identificar
6 documentos relevantes y contactando a posibles declarantes. Posteriormente, asistí a la sesión de
7 mediación. Estos esfuerzos requirieron aproximadamente doce horas adicionales de mi tiempo.

8 9. Durante todo el proceso, el Sr. Uriarte y el equipo de LLG se han mantenido en
9 contacto regular conmigo por teléfono y en reuniones, manteniéndome informada sobre cada
10 etapa del caso. En total, he dedicado aproximadamente treinta horas a ayudar a desarrollar las
11 reclamaciones colectivas y a preparar la mediación.

12
13 Declaro bajo pena de perjurio bajo las Leyes de California que lo anterior es verdadero
14 y correcto. En fecha 8 abr 2025 en la ciudad de Escalante, California.

15
16
17 

18
19 Hilda Mancilla de Magana

Document ID: ZZKKZKXY

Arlo Uriarte (signrequest@liberationlawgroup.com)

Document name:

Declaration Hilda Macilla de Magana SPA.pdf

SHA256 security hash:

712b7f1ac6fb1558578e34a26575ef2b537e43f8456b6924e893448306db3912

Sent on:

April 8, 2025, 5:10 p.m. (UTC)

From:

SignRequest <no-reply@signrequest.com> on behalf of
(signrequest@liberationlawgroup.com)

To:

alomancilla@gmail.com

Subject:

Arlo Uriarte (signrequest@liberationlawgroup.com) has sent you
a SignRequest

Message:

Please sign this document.

Kind regards,

Arlo Uriarte (signrequest@liberationlawgroup.com)

IP address:

45.80.185.48

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36
(KHTML, like Gecko) Chrome/134.0.0.0 Safari/537.36

Arlo Uriarte (signrequest@liberationlawgroup.com)

Email address verification:

Verified by SignRequest

alomancilla@gmail.com

Email address verification:

Verified by SignRequest

Text added, page 3:

8 abr 2025

Signature added, page 3:



IP address:

107.116.89.82

User agent:

Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML,
like Gecko) Chrome/135.0.0.0 Mobile Safari/537.36

Document signed:

April 8, 2025, 5:44 p.m. (UTC)

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Attorney for PLAINTIFFS

**HILDA MANCILLA DE MAGANA, LETICIA ROMERO, MARIA LINARES &
MARIA DE JESUS BECERRA**

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN JOAQUIN
UNLIMITED JURISDICTION**

Hilda Mancilla de Magana; Leticia Romero;
Maria Linares; and Maria de Jesus Becerra, on
behalf of themselves and other similarly
situated and the general public,

Plaintiffs,

v.

Morada Produce Company, L.P.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-9623

**PLAINTIFF'S LETICIA ROMERO
DECLARATION IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT.**

Action Filed: November 17, 2020

1 I, Leticia Romero, have personal knowledge of the matters herein mentioned and if called
2 upon as a witness I would competently testify as follows:

3 1. I submit this statement to provide additional details regarding my role as putative
4 class representative in this matter. I submit that I am an adequate class representative, and my
5 claims and allegations are common and typical when compared to those of the putative class.

6 2. I worked as a seasonal cherry sorter from around May 11, 2020, until early June
7 2020. After the job ended, some coworkers and I started looking for a lawyer to help us with
8 work-related issues we had with the Defendant. That's when I got in touch with Arlo Uriarte from
9 Liberation Law Group, P.C. ("LLG") and told him about the problems I had, primarily the lack
10 of compensation for off-the-clock work and the impact of the Defendant's clocking practices on
11 my meal and rest breaks.

12 3. When I talked to Mr. Uriarte, I let him know these problems weren't just
13 happening to me. From what I saw, Defendant wasn't paying any of us properly for our actual
14 work hours, and we weren't getting the full meal and rest breaks we were supposed to.

15 4. After sharing these concerns with Mr. Uriarte, he suggested filing a class action
16 with the goal of seeking justice not only for myself but for my former coworkers as well. I was
17 asked to step up as a class representative, along with Hilda Mancilla de Magana, Maria Linares,
18 and Maria de Jesus Becerra. Mr. Uriarte and the legal team at LLG explained the responsibilities
19 involved in being a class representative, and I agreed to take on the role.

20 5. I supported the legal team by giving all the details about my job, contacting or
21 identifying former coworkers, and gathering documents related to my work. This initial process
22 took approximately five hours of my time.

23 6. Later on, I helped with the discovery process, which included answering
24 Defendant's questions, getting deposed by their attorneys, and helping draft possible
25 interrogatories for Defendant. This phase took another nine hours of my time.

26 7. I also took part in pre-mediation preparations and attended the mediation itself,
27 which together took approximately twelve hours.
28

1 8. Throughout the entire process, Mr. Uriarte and the team at LLG maintained
2 consistent communication through phone calls and meetings, explaining the various stages of the
3 case.

4 9. Overall, I estimate dedicating roughly twenty-five hours to this case and helping
5 my co-workers.

6
7 I declare under penalty of perjury under California Law that the foregoing is true and
8 correct. Executed on the date April 8, 2025, in Stockton, California.

9
10
11 /S/
12 _____
13 Leticia Romero
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Arlo García Uriarte, SBN 231764
arlo@liberationlawgroup.com
Un Kei Wu, SBN 270058
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Attorney for PLAINTIFFS

**HILDA MANCILLA DE MAGANA, LETICIA ROMERO, MARIA LINARES &
MARIA DE JESUS BECERRA**

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN JOAQUIN
UNLIMITED JURISDICTION**

Hilda Mancilla de Magana; Leticia Romero;
Maria Linares; and Maria de Jesus Becerra, on
behalf of themselves and other similarly
situated and the general public,

Plaintiffs,

v.

Morada Produce Company, L.P.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-9623

**PLAINTIFF'S LETICIA ROMERO
DECLARATION IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT.**

Action Filed: November 17, 2020

1 Yo, Leticia Romero, tengo conocimiento personal de los asuntos que aqui se mencionan
2 y si se me llamara como testigo testificaria de la siguiente manera:

3 1. Presento esta declaración para proporcionar detalles adicionales sobre mi papel
4 como representante propuesto de la clase en este asunto. Sostengo que soy una representante
5 adecuada de la clase, y que mis reclamaciones y alegaciones son comunes y típicas en
6 comparación con las del resto de los miembros de la clase propuesta.

7 2. Trabajé como clasificadora de cerezas de temporada desde aproximadamente el
8 11 de mayo de 2020 hasta principios de junio de 2020. Después de que terminó el trabajo, algunos
9 compañeros de trabajo y yo comenzamos a buscar un abogado que nos ayudara con problemas
10 laborales que teníamos con la Parte Demandada. Fue entonces cuando me puse en contacto con
11 Arlo Uriarte del bufete Liberation Law Group, P.C. (“LLG”) y le conté sobre los problemas que
12 tuve, principalmente la falta de compensación por el trabajo realizado fuera del horario y el
13 impacto de las prácticas de registro de tiempo de la Parte Demandada en mis descansos para
14 comer y descansar.

15 3. Cuando hablé con el Sr. Uriarte, le hice saber que estos problemas no solo me
16 estaban ocurriendo a mí. Según lo que observé, la Parte Demandada no nos pagaba
17 adecuadamente por todas las horas realmente trabajadas, y no se nos otorgaban los descansos
18 completos para comida y descanso a los que teníamos derecho.

19 4. Después de compartir estas preocupaciones con el Sr. Uriarte, él sugirió presentar
20 una demanda colectiva con el objetivo de buscar justicia no solo para mí, sino también para mis
21 excompañeros de trabajo. Me pidieron que asumiera el rol de representante de la clase, junto con
22 Hilda Mancilla de Magaña, María Linares y María de Jesús Becerra. El Sr. Uriarte y el equipo
23 legal de LLG me explicaron las responsabilidades que conlleva ser representante de la clase, y
24 acepté asumir el papel.

25 5. Apoyé al equipo legal proporcionando todos los detalles sobre mi trabajo,
26 contactando o identificando a antiguos compañeros de trabajo y reuniendo documentos
27 relacionados con mi empleo. Este proceso inicial tomó aproximadamente cinco horas de mi
28 tiempo.

6. Más adelante, colaboré en el proceso de descubrimiento, lo cual incluyó responder preguntas del Demandado, declarar ante sus abogados, y ayudar a redactar posibles interrogatorios para la Parte Demandada. Esta fase tomó otras nueve horas de mi tiempo.

7. También participé en las preparaciones previas a la mediación y asistí a la sesión de mediación, lo cual tomó aproximadamente doce horas en total.

8. Durante todo el proceso, el Sr. Uriarte y el equipo de LLG mantuvieron una comunicación constante conmigo a través de llamadas telefónicas y reuniones, explicándome las distintas etapas del caso.

9. En total, estimo haber dedicado aproximadamente veinticinco horas a este caso y a apoyar a mis compañeros de trabajo.

Declaro bajo pena de perjurio bajo las Leyes de California que lo anterior es verdadero y correcto. En fecha 8 abr 2025 en la ciudad de Stockton, California.

Leticia Romero

Leticia Romero

Document ID: 5XPPXPJV

Arlo Uriarte (signrequest@liberationlawgroup.com)

Document name:

Declaration Leticia Romero SPA.pdf

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4fd8b6eb0d36720202b34ef3ece5ba74a0b719bb0c643ba6ff56345804a9915f

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**HILDA MANCILLA DE MAGANA, LETICIA ROMERO, MARIA LINARES &
MARIA DE JESUS BECERRA**

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN JOAQUIN
UNLIMITED JURISDICTION**

Hilda Mancilla de Magana; Leticia Romero;
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Plaintiffs,

v.

Morada Produce Company, L.P.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-9623

**PLAINTIFF'S MARIA DE JESUS
BECERRA DECLARATION IN
SUPPORT OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT.**

Action Filed: November 17, 2020

1 I, Maria de Jesus Becerra, have personal knowledge of the matters herein mentioned and
2 if called upon as a witness I would competently testify as follows:

3 1. I submit this statement to provide additional details regarding my role as putative
4 class representative in this matter. I believe I am an adequate class representative, and my claims
5 and allegations are common and typical when compared to those of the putative class. I was
6 employed from around 2015 until early May 28, 2020. I worked as a seasonal cherry sorter.

7 2. After my employment ended, I sought legal assistance to address the working
8 conditions I experienced. Along with several coworkers, I connected with Arlo Uriarte at
9 Liberation Law Group, P.C. ("LLG"). We shared concerns regarding unpaid off-the-clock work,
10 inadequate meal and rest breaks, and the absence of penalty payments for missed breaks.

11 3. Based on my observations, the wage and hour violations I experienced were not
12 unique to me. My coworkers and I worked under the same conditions and faced similar issues.

13 4. After I shared my experiences, Mr. Uriarte recommended pursuing both a class
14 action and a representative action under the Private Attorneys General Act (PAGA) to seek relief
15 not just for myself but for all similarly situated workers. I was invited to serve as a class
16 representative alongside Hilda Mancilla de Magana, Maria Linares, and Leticia Romero.

17 5. The legal team at LLG, including Mr. Uriarte, explained the responsibilities of a
18 class representative in detail. I agreed to take on this role with a full understanding of those
19 obligations.

20 6. In support of the case, I reached out to former coworkers and assisted the legal
21 team in gathering relevant documents and information. I remained committed to representing the
22 group's interests throughout the process. These early efforts took approximately four hours.

23 7. I later participated in the discovery process, including preparing responses to the
24 Defendant's interrogatories. This phase required approximately ten hours of my time.

25 8. I also worked closely with my attorney in preparation for mediation and attended
26 the mediation session itself. Mr. Uriarte and the LLG team kept me regularly informed and
27 involved throughout. These efforts took an additional twelve hours.

9. I believe the settlement we have reached is a fair and reasonable compromise that provides meaningful benefits to the putative settlement class. In total, I estimate I have spent approximately twenty-five hours supporting the development of the class claims and participating in the mediation process.

I declare under penalty of perjury under California Law that the foregoing is true and correct. Executed on the date April 8, 2025, in Ceres, California.

/S/
Maria de Jesus Becerra

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**HILDA MANCILLA DE MAGANA, LETICIA ROMERO, MARIA LINARES &
MARIA DE JESUS BECERRA**

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN JOAQUIN
UNLIMITED JURISDICTION**

Hilda Mancilla de Magana; Leticia Romero;
Maria Linares; and Maria de Jesus Becerra, on
behalf of themselves and other similarly
situated and the general public,

Plaintiffs,

v.

Morada Produce Company, L.P.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-9623

**PLAINTIFF'S MARIA DE JESUS
BECERRA DECLARATION IN
SUPPORT OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT.**

Action Filed: November 17, 2020

1 Yo, Maria de Jesus Becerra, tengo conocimiento personal de los asuntos que aqui se
2 mencionan y si se me llamara como testigo testificaria de la siguiente manera:

3 1. Presento esta declaración para proporcionar detalles adicionales sobre mi papel
4 como representante de la clase propuesta en este asunto. Considero que soy una representante
5 adecuada, y que mis reclamos y alegaciones son comunes y típicos en comparación con los del
6 grupo propuesto. Estuve empleada aproximadamente desde el año 2015 hasta el 28 de mayo de
7 2020. Trabajé como seleccionadora de cerezas de temporada.

8 2. Después de que finalizó mi empleo, busqué asistencia legal para abordar las
9 condiciones laborales que experimenté. Junto con varios compañeros de trabajo, me comuniqué
10 con Arlo Uriarte del bufete Liberation Law Group, P.C. (“LLG”). Compartimos nuestras
11 preocupaciones sobre trabajo fuera del horario sin pago, descansos para comer y descansar
12 inadecuados, y la falta de pagos por penalidades por descansos no otorgado.

13 3. Según mis observaciones, las violaciones de salario y horario que experimenté no
14 fueron únicas para mí. Mis compañeros y yo trabajábamos bajo las mismas condiciones y
15 enfrentábamos problemas similares.

16 4. Después de compartir mis experiencias, el Sr. Uriarte recomendó presentar una
17 demanda colectiva junto con una acción representativa bajo la Ley de Abogados Privados
18 Generales (PAGA, por sus siglas en inglés), con el objetivo de buscar justicia no solo para mí,
19 sino para todos los trabajadores en situaciones similares. Me invitaron a servir como representante
20 de la clase junto a Hilda Mancilla de Magaña, María Linares y Leticia Romero.

21 5. El equipo legal de LLG, incluido el Sr. Uriarte, me explicó detalladamente las
22 responsabilidades de una representante de clase. Acepté asumir este papel con pleno
23 entendimiento de dichas obligaciones.

24 6. En apoyo del caso, me puse en contacto con antiguos compañeros de trabajo y
25 ayudé al equipo legal a reunir documentos e información relevante. Me mantuve comprometida
26 con representar los intereses del grupo durante todo el proceso. Estos esfuerzos iniciales tomaron
27 aproximadamente cuatro horas de mi tiempo.

7. Posteriormente, participé en el proceso de descubrimiento, incluyendo la preparación de respuestas a los interrogatorios del demandado. Esta fase requirió aproximadamente diez horas de mi tiempo.

8. También trabajé estrechamente con mi abogado en la preparación para la mediación y asistí personalmente a la sesión de mediación. El Sr. Uriarte y el equipo de LLG se mantuvieron en contacto regular y me mantuvieron informada e involucrada durante todo el proceso. Estas actividades tomaron aproximadamente doce horas adicionales.

9. Considero que el acuerdo al que hemos llegado es un compromiso justo y razonable que proporciona beneficios significativos a los miembros de la clase propuesta para el acuerdo. En total, estimo que he dedicado aproximadamente veinticinco horas apoyando el desarrollo de los reclamos colectivos y participando en el proceso de mediación.

Declaro bajo pena de perjurio bajo las Leyes de California que lo anterior es verdadero y correcto. En fecha 8 abr 2025 en la ciudad de Ceres, California.

Maria Becerra

Maria de Jesus Becerra

Document ID: Q4LL4LQR

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Document name:

Declaration Maria Becerra SPA.pdf

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c7bf5f6c022b06c762e0b91d94a993d7ba93d869af174c1527e06e06a337fb09

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From:

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mariabecerra39@yahoo.com

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8 abr 2025

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AppleWebKit/605.1.15 (KHTML, like Gecko) Version/18.3.1
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**HILDA MANCILLA DE MAGANA, LETICIA ROMERO, MARIA LINARES &
MARIA DE JESUS BECERRA**

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN JOAQUIN
UNLIMITED JURISDICTION**

Hilda Mancilla de Magana; Leticia Romero;
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behalf of themselves and other similarly
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Plaintiffs,

v.

Morada Produce Company, L.P.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-9623

**PLAINTIFF'S MARIA LINARES
DECLARATION IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT.**

Action Filed: November 17, 2020

1 I, Maria Linares, have personal knowledge of the matters herein mentioned and if called
2 upon as a witness I would competently testify as follows:

3 1. I offer this declaration to share key information about my involvement as a
4 proposed class representative in this case. I believe I am well-suited to serve in this role, as my
5 claims closely align with the experiences of the broader class.

6 2. I was employed as a seasonal cherry sorter from approximately 2008 through early
7 June 2020.

8 3. After my employment ended, some of my coworkers and I decided to seek legal
9 guidance regarding the conditions we had faced. We connected with Arlo Uriarte at Liberation
10 Law Group, P.C. (“LLG”). In my initial meeting with him, I described how we were required to
11 work off the clock without compensation, and how the company’s timekeeping policies routinely
12 cut into our meal and rest breaks.

13 4. I also made clear that these issues didn’t just impact me personally. From what I
14 witnessed, these were widespread practices. None of us were being properly paid for all hours
15 worked, and we were regularly denied full, uninterrupted breaks or the required compensation for
16 missed ones.

17 5. Based on what I shared, Mr. Uriarte recommended pursuing both a Private
18 Attorneys General Act (PAGA) claim and a class action to address these violations on a group-
19 wide basis. I agreed to participate as a class representative, along with Hilda Mancilla de Magana,
20 Leticia Romero, and Maria de Jesus Becerra.

21 6. Mr. Uriarte and the LLG team explained the duties involved in representing a
22 class, including the time and attention the role would require. After learning more, I agreed to
23 move forward with my fellow class representatives.

24 7. As part of my efforts, I helped identify and contact former coworkers who could
25 provide supporting information. I also worked with the legal team to gather documents relevant
26 to our claims. I remained focused on protecting the group’s shared interests. These early
27 contributions took roughly seven hours of my time.

28 8. I later participated in the discovery process, including preparing detailed responses
to questions from the Defendant. That phase took about five hours.

9. I also worked alongside the legal team to prepare for mediation and participated in the mediation itself. Throughout, I stayed in close communication with Mr. Uriarte and the LLG team, who made sure I was informed at every stage. This portion of the case took another twelve hours approximately.

10. In my opinion, the settlement we've reached is a fair and reasonable resolution that provides meaningful relief to the group. In total, I estimate I spent approximately twenty hours assisting with the case and preparing for resolution.

I declare under penalty of perjury under California Law that the foregoing is true and correct. Executed on the date April 8, 2025, in Modesto , California.

/S/

Maria Linares

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**HILDA MANCILLA DE MAGANA, LETICIA ROMERO, MARIA LINARES &
MARIA DE JESUS BECERRA**

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN JOAQUIN
UNLIMITED JURISDICTION**

Hilda Mancilla de Magana; Leticia Romero;
Maria Linares; and Maria de Jesus Becerra, on
behalf of themselves and other similarly
situated and the general public,

Plaintiffs,

v.

Morada Produce Company, L.P.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-9623

**PLAINTIFF'S MARIA LINARES
MAGANA DECLARATION IN SUPPORT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT.**

Action Filed: November 17, 2020

Yo, Maria Linares, tengo conocimiento personal de los asuntos que aqui se mencionan y si se me llamara como testigo testificaria de la siguiente manera:

1. Presento esta declaración para compartir información clave sobre mi participación como representante propuesto de la clase en este caso. Considero que estoy bien calificada para desempeñar este papel, ya que mis reclamaciones se alinean estrechamente con las experiencias de la clase en general.

2. Trabajé como clasificadora de cerezas de temporada desde aproximadamente 2008 hasta principios de junio de 2020.

3. Después de que terminó mi empleo, algunos de mis compañeros de trabajo y yo decidimos buscar asesoría legal sobre las condiciones laborales que habíamos enfrentado. Contactamos a Arlo Uriarte del bufete Liberation Law Group, P.C. (“LLG”). En mi reunión inicial con él, le describí cómo se nos exigía trabajar fuera del horario sin compensación, y cómo las políticas de registro de tiempo de la empresa afectaban regularmente nuestros descansos para comer y descansar.

4. También dejé en claro que estos problemas no solo me afectaban a mí personalmente. Según lo que presencié, estas eran prácticas generalizadas. Ninguno de nosotros estaba recibiendo el pago adecuado por todas las horas trabajadas, y regularmente se nos negaban descansos completos e ininterrumpidos o la compensación correspondiente por los que no tomábamos.

5. Con base en lo que compartí, el Sr. Uriarte recomendó presentar tanto una demanda bajo la Ley de Representantes del Fiscal General Privado (PAGA, por sus siglas en inglés) como una acción colectiva para abordar estas violaciones de manera grupal. Acepté participar como representante de la clase, junto con Hilda Mancilla de Magaña, Leticia Romero y María de Jesús Becerra.

6. El Sr. Uriarte y el equipo de LLG me explicaron las responsabilidades que implica representar a una clase, incluyendo el tiempo y la atención que requeriría este rol. Después de conocer más sobre el proceso, acepté continuar como representante junto con mis compañeras.

7. Como parte de mis esfuerzos, ayudé a identificar y contactar a antiguos compañeros de trabajo que pudieran brindar información de apoyo. También colaboré con el

1 equipo legal en la recopilación de documentos relevantes para nuestras reclamaciones. Me
2 mantuve enfocada en proteger los intereses compartidos del grupo. Estas contribuciones iniciales
3 requirieron aproximadamente siete horas de mi tiempo.

4 8. Posteriormente, participé en el proceso de descubrimiento, incluyendo la
5 preparación de respuestas detalladas a preguntas del Demandado. Esa fase tomó alrededor de
6 cinco horas.

7 9. También trabajé junto al equipo legal para prepararnos para la mediación y
8 participé en la sesión de mediación. Durante todo este tiempo, me mantuve en estrecha
9 comunicación con el Sr. Uriarte y el equipo de LLG, quienes se aseguraron de mantenerme
10 informada en cada etapa del caso. Esta parte del proceso tomó aproximadamente otras doce horas.

11 10. En mi opinión, el acuerdo al que hemos llegado es una resolución justa y razonable
12 que proporciona un alivio significativo al grupo. En total, estimo que dediqué aproximadamente
13 veinte horas a colaborar en el caso y en la preparación para su resolución

14
15 Declaro bajo pena de perjurio bajo las Leyes de California que lo anterior es verdadero
16 y correcto. En fecha 8 abr 2025 en la ciudad de Modesto, California.
17

18
19 *Maria Linares*

20
21 Maria Linares

Document ID: R4LL4L77

Arlo Uriarte (signrequest@liberationlawgroup.com)

Document name:

Declaration Maria Linares SPA.pdf

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Maria Linares

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8 abr 2025

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172.110.241.243

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AppleWebKit/605.1.15 (KHTML, like Gecko) GSA/
362.0.741018905 Mobile/15E148 Safari/604.1

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