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Attorneys for Plaintiff Juan Salvador Villanueva,
individually, and on behalf of all other similarly situated employees

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY ORANGE-CIVIL COMPLEX CENTER**

JUAN SALVADOR VILLANUEVA,
YESENIA BERMUDEZ, ISABEL
HERRERA, as individuals and on behalf of
other similarly situated employees,

Plaintiff,

vs.

LA CARRETA SUPERMARKETS, INC., a
California corporation, and DOES 1-50,
inclusive,

Defendants.

CASE NO.:30-2020-01166375-CU-OE-CXC

Assigned for all purposes to:
Hon. Lon F. Hurwitz
Dept. CX 103

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF MR.
VILLANUEVA PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: November 15, 2024

Hearing Time: 1:30 p.m.

Department: CX 103

Complaint Filed: October 21, 2020

Trial Date: None Set

1 1. I am an attorney licensed to practice law before all courts of the State of California. I am
2 an attorney for Jackson Law, A Professional Law Corporation, attorney of record for Plaintiff
3 Juan Salvador Villanueva (referred to herein as “Plaintiff”). I have personal knowledge of
4 everything stated below and could and would competently testify thereto if sworn.

5 2. I submit this Declaration in support of Plaintiffs motion for final approval of class action
6 settlement. A true and correct copy of the fully executed Stipulation for Class Action Settlement
7 is attached to this declaration as **Exhibit A**.

8 3. During the litigation, I interviewed Plaintiffs Juan Salvador Villanueva, Yesenia
9 Bermudez, and Isabel Herrera (collectively referred to herein as “Plaintiffs”) and determined
10 they would be suitable plaintiffs based upon their experiences of being subjected to Defendant’s
11 purported Labor Code violations and their concerns to hold the Defendant accountable for any
12 alleged liability for such violations. By initiating this lawsuit against a former employer,
13 Plaintiffs subjected themselves to reputational risk. Throughout the course of this litigation,
14 Plaintiffs assisted this office in preparing the complaint. Plaintiffs also made themselves
15 available on an “on call” basis to answer any questions regarding the case and approve any
16 settlement. Plaintiffs also continuously provided my office with updated information concerning
17 the Defendants’ business operations.
18

19 4. On October 21, 2020, Mr. Villanueva filed claims alleging violations regarding (1)
20 failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to provide and
21 maintain accurate itemized wage statements; (4) failure to pay timely wages upon termination; as
22 well as an addition claim for (5) unlawful business practices. On February 3, 2021, Plaintiff
23 amended its Complaint to add a violation of the California Private Attorney General Act. On
24 January 10, 2023, Plaintiff file a second amended Complaint to add claims for failure to provide
25 minimum and overtime wages.
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1 5. During each phase of discovery, Plaintiff's counsel engaged in detailed case analysis
2 based on the information revealed. Calculations were performed, as well as an analysis of the
3 risks and rewards of continued litigation.

4 6. In March 2021, Plaintiff served formal discovery on Defendants. The parties continued to
5 engage in discovery, took depositions, and filed a motion for class certification. After the filing
6 of the motion for class certification, the parties agreed to engage a mediator Michael D. Young,
7 Esq. Through discovery, Plaintiff obtained pay data and records for 85,328 work shifts and
8 handbooks, relevant wage and hour policies and for the class. After Defendant produced the
9 requested documentation, Plaintiff retained an expert to analyze these records. I reviewed the
10 wage and hour policies and payroll data and worked with the expert to perform a report that
11 allowed the party to analyze the purported violations of the Defendant, shift counts, pay periods,
12 number of aggrieved employees and policies and procedures and how they apply to the data.
13 This information allowed Plaintiffs to evaluate the claims in preparation for mediation. The
14 parties engaged in a full day mediation on September 23, 2022 with Michael D. Young, Esq. that
15 ultimately resulted in a settlement through a mediator's proposal. Thereafter, the parties executed
16 a long form settlement agreement. Plaintiffs also took into account the uncertainty and risk of the
17 outcome of further litigation, and the difficulty and delays inherent in such litigation. Plaintiffs
18 and Counsel also considered the burdens of proof necessary to establish liability of the claims
19 asserted in the case, both generally and in response to Defendants' defenses, and the difficulties
20 in establishing penalties, and other relief sought in the case, particularly where, as here, Plaintiffs
21 may face difficulty obtaining the cooperation of PAGA Members who are current employees,
22 given their likely reluctance to aid in the prosecution of a lawsuit against their employer. Based
23 on the foregoing, Plaintiffs and PAGA Counsel determined that the Settlement set forth in the
24 Agreement is fair, adequate, and reasonable and is in the best interests of the PAGA Members.
25

26 7. Throughout the litigation, my office performed a thorough investigation into the claims at
27 issue, which included: (1) determining Plaintiff's suitability as a class representative, private
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1 attorney general through interviews, background investigations, and analyses of their
2 employment files and related records; (2) evaluating all of Plaintiffs' potential representative
3 claims; (3) researching similar class claims and PAGA actions as to the claims brought, the
4 nature of the positions, and the type of employer; (4) analyzing a sample of employees' time and
5 wage records; (5) reviewing Defendant's employment policies and practices; (6) researching
6 settlements in similar cases; (7) evaluating Plaintiffs' claims and estimating Defendant's liability
7 for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the
8 mediation.

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10 8. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims, I can
11 opine that the Settlement, for the consideration and on the terms set forth in the Settlement
12 Agreement, is fair, reasonable, an adequate, and is in the best interests of the LWDA in light of
13 all known facts and circumstances, including the risk of significant delay and uncertainty
14 associated with litigation, and various defenses asserted by Defendant. Based upon review of the
15 payroll documents, below is the analysis of the alleged Labor Code violations segmented byway
16 of factual predicates to support Labor Code violations.

17 9. Counsel for both Plaintiff and Defendant (collectively referred to herein as the "Parties")
18 engaged in significant discovery. Counsel for Plaintiffs obtained thousands of excel data points
19 and/or documents reflecting the class members time data records, pay records, wage and hour
20 policies, wage statements, clock-in and clock-out data, payroll records and payroll data. Through
21 this discovery, it was determined that there were approximately 85,328 work shifts analyzed for
22 the class data for the class members between October 1, 2016 through May 23, 2021. The
23 remaining data was extrapolated based upon the evaluation of the records received. As part of
24 this analysis, the method of calculation for the damages for class members comprised of creating
25 a data rubric, retaining an expert, developing an expert report, reviewing the data and reviewing
26 the time records and extrapolating the records to the class members.

27 **Minimum Wage and Overtime Claims**

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**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

1 10. Plaintiff claim was that class members routinely were required to work off the clock
2 (“OTC”) without compensation in violation of California Labor Code sections 1194. (See Cal.
3 Lab. Code sections 1194. This happened as pre-shift work. These damages were estimated at
4 \$159,512 for minimum wages (10,160 hours of off-the-clock work* \$15.7 wage rate) and
5 \$239,268 of overtime wages (10,160 hours of off-the-clock work* \$23.55 wage rate). Total off-
6 the-clock wages amounted to \$398,780. We applied a discount factor of 75% to account for lack
7 of documentation on off-the-clock work and risks on the merits amounting to \$99,695 as a
8 reasonable estimate.

9 **Meal Break Claims**

10 11. Plaintiff’s premise based upon this claim was that class members would get meal breaks
11 after the fifth hour or short meal breaks in violation of California Labor Code section 226.7.
12 Based upon analyzing the records, and according to the expert, it was determined that
13 approximately 35,088 potential meal break violations occurred with an estimated evaluation for
14 \$554,565 in damages. We applied a discount factor of 50% to account for the risks on the merits
15 amounting to \$277,282.50 as a reasonable estimate.

16 **Rest Break Claims**

17 12. Plaintiff alleged itself, aggrieved employees and class members were not able to take
18 all entitled 10-minute duty-free rest breaks pursuant to California Labor Code sections 226.7.
19 (See Cal. Lab. Code sections 226.7.) As a result, according to the rest break policy argument and
20 expert evaluation, it was determined that 1150 work shifts were subjected to the policy rest break
21 violations amounting to approximately \$18,245 in damages. We applied a discount factor of
22 50% to account for the risks on the merits amounting to \$9,122.50 as a reasonable estimate.

23 **Unpaid Wages Upon Termination Claims**

24 13. Plaintiff alleged itself, aggrieved employees and class members were not compensated all
25 wages due upon termination pursuant to California Labor Code sections 203. (See Cal. Lab.
26 Code sections 203.) Defendants would owe 30 days of average daily wages (inclusive of
27 overtime) at the time of separation if employees did not receive all wages owed at the time
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pursuant to Labor Code sec. 201-203, and if defendant's failure to pay wages was willful. According to Plaintiffs' expert, it was analyzed that approximately 186 employees were terminated during the class period that could potentially be entitled to wages upon termination that were subjected to violations which amounting to \$418,168. We applied a discount factor of 50% to account for the risks on the merits amounting to \$209,084 as a reasonable estimate.

Wage Statements Claims

14. Plaintiff alleged itself, aggrieved employees and class members were not provided with accurate, itemized wages statements pursuant to California Labor Code sections 226(a). (See Cal. Lab. Code sections 226(a).) Labor Code section 226(a) requires that each payment of wages be accompanied by a wage statement, a paystub, that contains, among other things, in other words of the statute, "accurate" statement of the "gross wages earned" and "total hours worked." Given bi-weekly pay periods, and assuming that each employee experienced at least one violation per pay period (during the relevant six-month time period of the purported minimum wage and overtime violations) each pay period during the year prior to the filing of the case. This claim is derivative as Plaintiff would have to prevail on the underlying claims and establish that wages are owed in order to trigger wage statement penalties under Lab. Code. Sec. 226. Significantly, Lab Code sec. 226 requires that any omissions from wage statements be "knowing and intentional" to trigger penalties and even if Plaintiff can establish that missing information should have been included, the disputed nature of the claims will potentially be a hurdle in establishing intent. According to our expert, the data revealed wage statement penalties in the in the amount of \$371,400. We applied a discount factor of 50% to account for the risks on the merits amounting to \$185,700 as a reasonable estimate.

Unlawful Business Practices Claims

15. Plaintiff alleged itself, aggrieved employees and class members were subjected to unlawful business practices for the alleged labor code violations of Defendant. (See Cal. Bus. and Prof. Code section 17200.) This claim is derivative and the purpose of this claim was to

1 extend any statute of limitations claims for the wage and hour claims and the value of this claim
2 is incorporated into the value of the wage and hour claims.

3 **Private Attorney General Act Claims**

4 16. PAGA adds penalties of at least \$100 for each aggrieved employee per pay period in
5 which a Labor Code violation exists. Despite a shorter limitations period than for the asserted
6 class claims, PAGA penalties can be significant. To be able to collect PAGA penalties, Plaintiff
7 would have to prevail on the merits of the underlying claims and weaknesses there, as elaborated
8 above, would limit recovery under PAGA. Moreover, the trial court has discretion in reducing
9 civil penalty “amount based on facts and circumstances of a particular case, to do otherwise,
10 would result in an award that is unjust, arbitrary or oppressive, or confiscatory.” Cal. Lab. Code
11 Sec. 2699(e)(2).

12 **Minimum Wage Claims**

13 17. We estimated approximately 4,664 pay periods contained minimum wage violations.
14 When attaching \$100 per pay period, the maximum PAGA exposure is \$466,400.
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16 **Overtime Wage Claims**

17 18. We estimated approximately 4,664 pay periods contained overtime wage violations.
18 When attaching \$100 per pay period, the maximum PAGA exposure is \$466,400.
19

20 **Meal Break Claims**

21 19. According to our expert analysis for meal break violations, 45.9% of the shifts indicated
22 meal break violations amounting to 4,282 pay periods during the PAGA period. When attaching
23 \$100 per pay period, the maximum PAGA exposure is \$428,200.
24

1 **Rest Break Claims**

2 20. According to our expert analysis, 1% of the shifts indicated rest break violations
3 amounting to 93 pay periods contained rest break violations. When attaching \$100 per pay
4 period, the maximum PAGA exposure is \$9,300.

5
6 **Wage Statements Claims**

7 21. According to our expert analysis, there would be approximately 4,282 pay periods
8 subjected to wage statement violations. When attaching \$100 per pay period, the maximum
9 PAGA exposure is \$428,200.

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11 **Unpaid Wages Upon Termination Claims**

12 22. For failure to pay upon termination claims, 186 employees whom were subjected to either
13 wage violations, meal or rest break violations would be entitled to seek penalties under
14 California Labor Code section 203. When attaching \$100 per 203 violation, this amount equates
15 to \$18,600.

16
17 **Total PAGA Exposure:**

18 23. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
19 penalties “based on the facts and circumstances of a particular case” when “to do otherwise
20 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code
21 § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the
22 employees suffered actual injury from the violations, whether the defendant was aware of the
23 violations, and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30
24 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see*
25 *also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*,
26 No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). For
27 example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties
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1 in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—**or**
2 **0.21% of the maximum**—and stated that this reduction was warranted because imposing the
3 maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith
4 attempts” to comply with meal period obligations and because the court found the violations
5 were minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower
6 court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. Likewise, in *Covidien*, the
7 court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum
8 penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also Thurman v. Bayshore*
9 *Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under
10 specified PAGA claim where the employer produced evidence that it took its obligations
11 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App.
12 May 12, 2011) (reversing trial court decision denying any civil penalties where violations had
13 been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny,
14 civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL
15 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California
16 Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor
17 Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013
18 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations
19 from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

20 24. Here, the total PAGA penalties are estimated at \$1,817,100. We discounted this exposure
21 analysis by approximately 80% to account for the court’s discretion to reduce penalties and the
22 value of the class action settlement. Considering the issues, defenses, and the risks of reduction,
23 a \$363,420 risk evaluation is appropriate and a fair and just result and furthers PAGA’s
24 objectives, and is not “unjust, arbitrary, and oppressive.” Moreover, in class action settlements,
25 courts have approved settlements where no allocation was made to PAGA claims. (*see, e.g.*
26 *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial court did not abuse its
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1 discretion in approving a settlement which does not allocate any damages to the PAGA
2 claims.”).

3 25. In extrapolating the evaluation of all claims, the reasonable estimate of damages and
4 penalties amount to \$1,478,968.64.

5 26. On September 23, 2022, the Parties participated in a full-day mediation with Michael D.
6 Young, Esq. whom is a premier wage and hour class action mediator. After several rounds of
7 negotiations, the parties were not able to resolve this case into the afternoon. As a result of the
8 impasse, Michael D. Young, Esq. configured a mediator’s proposal that was ultimately accepted
9 by all parties. Plaintiffs made themselves available for the entire duration of the mediation
10 providing necessary information in order to engage in effective negotiations.

11 27. I have been a California licensed attorney since November 2011. I began my career in
12 law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
13 Resolution Corporation (“PLDRC”) handling employment related litigation matters. While
14 clerking for PLDRC I analyzed and organized discovery documents and researched employment
15 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
16 worked as an associate attorney at Pedersen McQueen between March 2013 through January
17 2017 almost exclusively engaging in employment matters representing employees. I have
18 litigated several wage and hour case to trial and currently litigating or have litigated cases valued
19 in the six and seven figure dollar range, including representative actions. I had primary
20 responsibility for approximately 20 litigation matters on average throughout my employment at
21 PLDRC and Pedersen McQueen and Pedersen Law. I regularly practiced in state court and
22 sometimes federal court. As an associate, my responsibilities included carrying primary case
23 responsibility which includes tasks like taking depositions, conducting damages analysis,
24 analyzing discovery documents, conducting client intake, developing discovery and litigation
25 strategies, participating in mediations and arbitrations, engaging in settlement negotiations, trial
26 preparation and trial work, as well as other responsibilities that commonly coincide with
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**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

1 managing cases from start to finish. I have been a member of local bar associations, including
2 the Orange County Bar Association, as well as the State Bar of California and American Bar
3 Association and served in a number of leadership roles at all levels. Most notably, I served as a
4 Committee Member of the Orange County Bar Association Young Lawyers' Education
5 Committee and Social Committee.

6 28. In January 2017, I officially started my own practice, Jackson APC. Throughout my
7 career, I have currently litigated approximately 100 Private Attorney General Act cases and/or
8 class action cases. Over the course of my career, I have litigated above 150 employment cases,
9 including wage and hour representative actions to resolution by way of settlement, default or
10 trial. Based upon my experience, I believe the benefit conferred by the proposed Settlement is
11 eminently fair and reasonable, and is in the best interests of the Class Members because (1) of
12 the monetary benefits to the Class Members and (2) avoiding the risk, delay, and uncertainty of
13 continued litigation.
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15 29. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff Villanueva's Private
16 Attorney General Act notice sent to Defendant on October 9, 2020.

17 30. Attached hereto as **Exhibit C** is a true and correct copy of Plaintiff Villanueva's
18 Amended Private Attorney General Act notice sent to Defendant on October 28, 2022.

19 31. On March 17, 2023, my office submitted a true and correct copy of the operative fully
20 executed Stipulation for Class Action Settlement for this matter to the California Labor and
21 Workforce Development Agency. A true and correct copy of the confirmation of the submission
22 of the operative fully executed Stipulation for Class Action Settlement submitted to the
23 California Labor and Workforce Development Agency is attached hereto as **Exhibit D**.

24 32. To date, the California Labor and Workforce Development Agency has not responded.

25 33. Jackson APC advanced 100% of all costs for this matter.

26 34. Below is a list of prior wage and hour representative actions on which I have served as
27 lead or co-counsel.
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**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015
2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
Case No. 37-2017-00003415-CU-OE-CTL
3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
WT-CLT
4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court,
Case No. 30-2017-00899277-CU-OE-CXC
5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles Superior
Court, Case No. BC697241
6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,
Case No. CIVDS1610431
7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County Superior Court,
Case No. 30-2017-00899290-CU-OE-CXC
8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case
No. 30-2016-00895669-CU-OE-CXC
9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
BC609306
10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
Superior Court, Case No. BC691018
11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,
Case No. BC715217
12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No.
30-2016-00854699-CU-OE-CXC
13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
Case No. 30-2018-00989673-CU-OE-CXC

- 1 14. *Mr. Villanueva v. Habit Restaurants, LLC, The et al*, Orange County Superior Court,
2 Case No. 30-2016-00840385-CU-OE-CJC
- 3 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
4 Case No. 30-2018-00978231-CU-WT-CJC
- 5 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court,
6 Case No. 30-2017-00900653-CU-OE-CJC
- 7 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court,
8 Case No. BC635918
- 9 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior
10 Court, Case No. BC674131
- 11 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court,
12 Case No. 30-2016-00840321-CU-OE-CJC
- 13 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.
14 BC617880
- 15 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case
16 No. 30-2016-00840386-CU-OE-CJC
- 17 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-
18 2015-00795449-CU-OE-CJC
- 19 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
20 Case No. 30-2018-00979111-CU-OE-CXC
- 21 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
22 No. 30-2017-00900648-CU-OE-CXC
- 23 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
24 No. 8:19-cv-00564
- 25 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior
26 Court, Case No. 30-2017-00926015-CU-OE-CXC
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- 1 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
2 Case No. 30-2016-00877489-CU-OE-CXC
- 3 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
4 Case No. 30-2018-00978815-CU-OE-CXC
- 5 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
6 BC653817
- 7 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
8 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
- 9 31. *Santisteban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court,
10 Case No. 30-2017-00904202-CU-OE-CXC
- 11 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
12 Case No. 30-2018-00966582-CU-WT-CXC
- 13 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168
- 14 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
15 Case No. BC710735
- 16 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
17 Case No. 30-2015-00795457-CU-OE-CJC
- 18 36. *Juarez v. Arakelian Enterprises, Inc., et al*, Los Angeles Superior Court,
19 Case No. BC710736
- 20 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
21 Case No. 30-2018-00981299-CU-OE-CXC
- 22 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
23 Case No. BC722778
- 24 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case
25 No. 30-2018-00982745-CU-OE-CXC
- 26 40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court,
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Case No. 8:18-cv-02249-AG (ADSx)

41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,

Case No. 30-2018-00971152-CU-WT-CJC

42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,

Case No. SACV19-00303 ODW (MAAx)

43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-

OE-CJC

44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773

45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,

Case No. BC646999

35. On October 23, 2024, I gave notice to the Labor and Workforce Development Agency of the proposed settlement. A true and correct copy of the proof of service is attached hereto as **Exhibit B**.

36. On October 23, 2024, I extrapolated the cost and time sheet entries for this matter maintained through my firm's Legal Practice Management Software. My firm advanced all itemized cost contained in the attached record and attached hereto as **Exhibit C** is a true and correct copy of the record maintained on my practice management software for cost incurred. Attached hereto as **Exhibit D** is a true and correct copy of the record maintained on my practice management software for time entries regarding this case

37. My hourly rate is \$725. The other attorneys and staff whom worked on this matter are comprised of Andrea Fernandez- Jackson whom is an 10-year California licensed attorney with a billable rate of \$515 per hour which should be considered reasonable. Another attorney at my office Anthony Filer Jr. also worked on this matter whom is a 1-year California licensed attorney with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba whom is a paralegal with over five years of legal experience with a billable rate of \$145 which

**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

1 should be considered reasonable. Attached hereto as **Exhibit E** is a true and correct copy of the
2 Laffey Fee Matrix.

3
4 I declare under the penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct. Executed on this 23rd day of October 2024 in Irvine, California.
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8 /s/ Armond M. Jackson
9 Armond M. Jackson, Declarant
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EXHIBIT A

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Attorneys for Defendant La Carreta Supermarkets, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE-CIVL COMPLEX CENTER

JUAN SALVADOR VILLANUEVA, as an
individual and on behalf of other similarly
situated employees,

Plaintiff,

vs.

LA CARRETA SUPERMARKETS, INC., a
California corporation, and DOES 1-50,
inclusive,

Defendant.

CASE NO. 30-2020-01166375-CU-OE-CXC

Assigned for all Purposes to the Honorable
Glenda Sanders, Dept. CX-101

JOINT STIPULATION OF SETTLEMENT

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Plaintiffs Juan Salvador Villanueva (“Plaintiff
7 Villanueva”), Class Representative Yesenia Bermudez, Class Representative Isabel Herrera and the
8 Class Members, on the one hand, and Defendants La Carreta Supermarkets, Inc. (“Defendants”), on
9 the other hand. Plaintiff, Class Representatives and Defendants collectively are referred to in this
10 Agreement as “the Parties.”

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendants to pay the settlement amount of Five Hundred and Eighty
13 Thousand Dollars and Zero Cents (\$580,000.00) as provided in Section 3.06(a) below (“Gross
14 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
15 consideration set forth herein, including but not limited to, a release of all claims by Plaintiffs and
16 the Class Members as set forth herein.

17 **ARTICLE I**

18 **DEFINITIONS**

19 Unless otherwise defined herein, the following terms used in this Agreement shall have the
20 meanings ascribed to them as set forth below:

21 a. “Actions” mean the actions described as follows: *Juan Salvador Villanueva v. La*
22 *Carreta Supermarkets, Inc.*, a California Corporation; and DOES 1 through 50, inclusive, Case No.
23 30-2020-01166375-CU-OE-CXC, commenced on October 21, 2020 in the Superior Court of the
24 State of California, County of Orange.

25 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
26 Exhibit(s).

27 c. “Class” means all current and former non-exempt employees who are or were
28 employed by Defendants in California at any time during the Class Period.

d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

JACKSON LAW, APC

Armond M. Jackson, State Bar No. 281547

Andrea M. Fernandez-Jackson, State Bar No. 295924

Anthony S. Filer Jr., State Bar No. 337704

2 Venture Plaza, Ste. 240

Irvine, CA 92618

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e. “Class List” means a list based on Defendants’ business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means October 21, 2016 through April 14, 2023.

h. “Court” means the California Superior Court for the County of Orange, where the Actions are currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendants” means Defendants La Carreta Supermarkets, Inc.

k. “Defense Counsel” means counsel for Defendant La Carreta Supermarkets, Inc.:

JULANDER, BROWN & BOLLARD

Dirk O. Julander, SBN 132313

M. Adam Tate, SBN 280017

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Irvine, California 92618

Phone: (949) 477-2100

Fax: (949) 477-6355

1
2 l. “Disposition” means the method by which the Court approves the terms of the
3 Settlement and retains jurisdiction over its enforcement, implementation, construction,
4 administration, and interpretation.

5 m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
6 formal court order signed by the Court following the Final Fairness and Approval Hearing in
7 accordance with the terms herein, approving this Agreement.

8 n. “Gross Settlement Amount” means Five Hundred and Eighty Thousand Dollars and
9 Zero Cents (\$580,000.00) to be paid by Defendants as provided by this Agreement to settle these
10 Actions. All payments to the Class, PAGA payments, expenses and administration costs, attorney’s
11 fees and costs, and Enhancement Awards, pursuant to Section 3.07(a) below, shall be paid out of the
12 Gross Settlement Amount. Class Members shall have the sole responsibility for the satisfaction of
13 any and all taxes arising from the payments made under this settlement. The employer’s share of
14 payroll taxes arising from the payments made under this settlement shall be paid by separate and
15 apart from the Gross Settlement Amount. No part of the Gross Settlement Amount shall revert to
16 Defendant. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e)
17 below. No part of the Gross Settlement Amount shall revert to Defendant.

18 o. “Incentive Awards” means a monetary amount of up to Five Thousand Dollars and
19 Zero Cents (\$5,000.00) for Plaintiff Juan Salvador Villanueva, to Five Thousand Dollars and Zero
20 Cents (\$5,000.00) for Class Representative Yesenia Bermudez and to Five Thousand Dollars and
21 Zero Cents (\$5,000.00) for Class Representative Isabel Herrera subject to Court approval, in
22 recognition of their efforts and work in prosecuting the Action on behalf of Class Members.

23 p. “Individual Settlement Payment(s)” means each Participating Class Member’s
24 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
25 by the calculations provided in this Agreement.

26 q. “LWDA” means The State of California Labor and Workforce Development Agency.
27
28

1 r. “LWDA Payment” means 75% of the \$20,000.00 allocated to the settlement of PAGA
2 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of
3 this Agreement, as provided for below.

4 s. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
5 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
6 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
7 to enter a Final Order in this Action.

8 t. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,
9 including any evidence as may be required for the Court to grant preliminary approval of the
10 Settlement as required by Rule 3.769 of the California Rules of Court.

11 u. “Plaintiff” means Juan Salvador Villanueva.

12 v. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
13 administration costs, Class Counsels’ attorney’s fees and costs, Enhancement Awards, and LWDA
14 Payment, pursuant to Section 3.07(a)-(f) below.

15 w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
16 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
17 to Section 3.04(b) below.

18 x. “Notice Packet” means collectively and in a form substantially similar to, the Notice
19 of Class Action Settlement attached hereto as **Exhibit A** and the Exclusion Form attached hereto as
20 **Exhibit B**, all subject to Court approval.

21 y. “PAGA” means the California Private Attorneys General Act of 2004, which is
22 codified in California Labor Code §§ 2698 *et seq.*

23 z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
24 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
25 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars and Zero Cents (\$20,000.00),
26 subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA
27 Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to
28 PAGA Group Members.

1 aa. “PAGA Group Members” means all Class Members employed by Defendants at any
2 time between October 9, 2019 through April 14, 2023. (“PAGA Period”).

3 bb. “Participating Class Member(s)” is defined as a Class Member who does not timely
4 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
5 Settlement Amount automatically without the need to return a claim form. Each Participating Class
6 Member will be paid his/her Individual Settlement Payment.

7 cc. “Preliminary Approval Date” means the date the Court preliminarily approves the
8 Settlement embodied in this Agreement.

9 dd. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
10 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
11 Administrator for the benefit of Participating Class Members.

12 ee. “Qualifying Workweeks” means the number of weeks that Class Members worked
13 for Defendants as non-exempt employees during the Class Period.

14 ff. “Qualifying Pay Periods” means the number of weeks that PAGA Group Members
15 worked for Defendants as non-exempt employees during the PAGA Period.

16 gg. “Released Parties” means Defendant, La Carreta Supermarkets, Inc., and its owners,
17 predecessors, successors, all former, current, and future related organizations, companies, divisions,
18 subsidiaries, affiliates, and parents, and collectively, their respective former, current and future
19 members, directors, officers, insurers, employees, agents, representatives, attorneys, fiduciaries,
20 assigns, heirs, executors, administrators, beneficiaries, and trustees.

21 hh. “Response Deadline” means the deadline by which Class Members must postmark or
22 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
23 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
24 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal
25 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
26 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
27 mailing.

ii. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys’ fees and costs, to Plaintiffs for their Enhancement Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

jj. “Settlement Administrator” means ILYM Group, Inc, which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendants will be vacated and Plaintiff, Defendants, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under this

1 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used
2 or cited thereafter by any person or entity, including without limitation any contested proceeding
3 relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall
4 be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or
5 used for any purpose whatsoever. Defendants expressly reserve the right to challenge the propriety
6 of class certification in the Action for any purpose, if the Date of Finality does not occur.

7 The Parties and their respective counsel shall take all steps that may be requested by the Court
8 relating to the approval and implementation of this Agreement and shall otherwise use their
9 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
10 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
11 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
12 resolution, the Parties agree to seek the assistance of mediator Mike Young to resolve the dispute.

13 **ARTICLE III**

14 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

15 The procedure for obtaining Court approval of and implementing this Agreement shall be as
16 follows:

17 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

18 Plaintiff will bring a motion before the Court for an order conditionally certifying the Class
19 to include all claims pled in the Action based on the preliminary approval of this Agreement. The
20 date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval
21 Date."

22 **Section 3.02: The Settlement Administrator**

23 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
24 Settlement Administrator, including but not limited to distributing and responding to inquiries about
25 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
26 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
27 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
28 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to

1 Class Representatives, and the employer payroll taxes to the appropriate taxing authorities. The
2 Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

3 All costs of administering the Settlement, including but not limited to all costs and fees
4 associated with preparing, issuing and mailing any and all notices to Class Members and/or
5 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
6 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
7 returns and any other filings required by any governmental taxing authority or agency, all costs and
8 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
9 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
10 incurred and/or charged by the Settlement Administrator in connection with the execution of its
11 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
12 Administrator from the Gross Settlement Amount. The Settlement Administrator must post the Final
13 Approval Order and Judgment, operative Complaint, Settlement, Class Notice, and Orders for
14 Preliminary and Final Approval on its website. Settlement Administrator invoice should be provided
15 at Final Approval.

16 **Section 3.03: Notice to Class Members**

17 No later than fifteen (15) business days after the Preliminary Approval Date, Defendants will
18 provide the Settlement Administrator with a “Class List” in electronic format based on its business
19 records, identifying the names of the Class Members, their last known home addresses, Social
20 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
21 and weeks worked during the Class Period.

22 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
23 Administrator will send Class Members, by first-class mail, at their last known address, the Court
24 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
25 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
26 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
27 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
28 Settlement Administrator will check all Class Member addresses against the National Change of

1 Address database and shall update any addresses before mailing. The Settlement Administrator will
2 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
3 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
4 have forty-five(45) calendar days from the re-mailing, or sixty (60) calendar days from the date of
5 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
6 Class Members shall not be required to submit claim forms in order to receive a proportional share
7 of the Net Settlement Amount.

8 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
9 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
10 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
11 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
12 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
13 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
14 that reasonable means be used to locate Class Members and that the Settlement Administrator be
15 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
16 Individual Settlement Payments to all Participating Class Members.

17 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
18 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
19 status report provided to the Parties.

20 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
21 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
22 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
23 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
24 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
25 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
26 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
27 procedures set forth in Section 3.07(g) below.

1 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
2 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
3 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
4 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
5 exclusion and objections that the Settlement Administrator received.

6 **Section 3.04: Responses to Notice**

7 **a. Class Member Disputes**

8 If any Class Member disagrees with Defendants' records as to his or her Qualifying
9 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
10 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
11 and submit such writing to the Settlement Administrator by the Response Deadline (or forty-five (45)
12 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
13 along with any supporting documentation. The Notice Packet shall contain an Exclusion Form
14 substantially in the form attached hereto as **Exhibit B**. The Notice of Class Action Settlement will
15 also provide a method for the Class Member to challenge the employment data on which his or her
16 Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties
17 regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to
18 resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying
19 Workweeks for each Class Member during the Class Period based on the information provided to it.

20 **b. Requests for Exclusion from Class**

21 In order for any Class Member to validly exclude himself or herself from the Class and this
22 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
23 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
24 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
25 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
26 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
27 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
28 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be

1 determined according to the records of the Settlement Administrator and the Court ultimately decides
2 the validity of the exclusion requests.

3 Any Class Member who timely and validly requests exclusion from the Class and this
4 Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms
5 and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

6 Any Class Member who fails to timely submit a request for exclusion shall automatically be
7 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
8 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
9 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
10 and/or released in this Agreement will be extinguished.

11 Class Members shall not have the right to request exclusion from the PAGA portion of the
12 settlement, to the extent that Class Members are also members of the PAGA group, and shall receive
13 their pro rata share of the PAGA Settlement Amount regardless of whether they opt-out or not from
14 the class action portion of this case.

15 The Court ultimately decides the validity of the exclusion requests.

16 **c. Objections to Settlement**

17 For any Class Member to object to this Agreement, or any term of it, the person making the
18 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
19 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
20 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
21 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
22 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
23 the date the signed objection was postmarked, shall be conclusively determined according to the
24 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
25 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
26 Members may also appear at the final approval hearing to object. The Court retains final authority
27 with respect to the consideration and admissibility of any Class Member objections.
28

1 **d. Encouragement of Class Members**

2 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
3 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
4 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
5 Class Members.

6 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

7 If the number of workweeks exceeds 25,000, the Defendant will have the option to increase
8 the GSA pro rata per additional workweek beyond 25,000 by \$24.16 per workweek. Alternatively,
9 Defendant may elect to cap the Class Period so that the workweeks do not exceed 25,000.

10 **f. Termination for Lack of Sufficient Participation**

11 If five percent (5%) or more of the Class Members makes a valid request to be excluded from
12 the Class, Defendants will have the right, but not the obligation, to void the Agreement within thirty
13 (30) days of the Response Deadline. If Defendants exercise that right to void the Agreement, then
14 the Parties will have no further obligations under the Agreement, including any obligation by
15 Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been
16 owed under this Agreement, except that Defendants will pay the Settlement Administrator's
17 reasonable fees and expenses incurred as of the date that Defendants exercise the right to void the
18 Agreement.

19 **Section 3.05: Final Fairness and Approval Hearing**

20 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
21 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
22 and determine whether the Court should give it final approval, and (2) consider any objections made
23 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
24 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
25 Proposed Final Order Approving Settlement of Class Action.

1 **Section 3.06: Settlement Payment Procedures**

2 **a. Settlement Amount**

3 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the
4 Gross Settlement Amount in the amount of Five-Hundred and Eighty Thousand Dollars and Zero
5 Cents (\$580,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e).
6 The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
7 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
8 Amount, employer side payroll taxes (unless rejected by the Court), and the Enhancement Payments.

9 Within the later of (1) February 1, 2023, or (2) thirty (30) days after the Court signs the Final
10 Order, Defendants shall transfer one half of the Gross Settlement Amount, as set forth herein, into a
11 QSF established by the Settlement Administrator either directly or by sending the funds to the
12 Settlement Administer to be deposited and distributed. Defendants shall transfer the other half of the
13 Gross Settlement amount within six months after the initial payment. The Settlement Administrator
14 will use these funds to fund payment of the Individual Settlement Payments to Participating Class
15 Members, Class Counsel's attorneys' fees and costs, the Enhancement Awards, the LWDA Payment,
16 the employer side payroll taxes (unless rejected by the Court), and the Settlement Administration
17 Costs.

18 Within ten (10) court days after receiving Defendants' final payment, funding the Gross
19 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
20 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
21 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
22 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
23 search based on the National Change of Address Database to update and correct for any known or
24 identifiable address changes.

25 **b. Payment of Attorneys' Fees and Costs**

26 Class Counsel shall submit an application for an award of attorneys' fees of up to thirty-three
27 percent (33.33%) of the Gross Settlement Amount, which, based on the current Gross Settlement
28 Amount, is One-Hundred and Ninety-Three Thousand and Three Hundred and Fourteen Dollars and

1 Zero Cents (\$193,314.00). Class Counsel shall submit an application for an award of costs not to
2 exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Such application for attorneys' fees
3 and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendants shall
4 not object to or oppose any such application in these amounts. Class Counsel shall serve Defendants
5 with copies of all documents submitted in support of their application for an award of attorneys' fees
6 and costs.

7 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
8 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
9 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
10 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
11 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
12 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
13 will be reallocated to the Net Settlement Amount.

14 **c. Payment of Settlement Administration Costs**

15 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
16 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
17 \$10,000 Dollars and Zero Cents (\$10,000).

18 **d. Payment of Enhancement Award to Plaintiff**

19 Subject to Court approval, the Plaintiff Juan Salvador Villanueva and Class Representatives,
20 Yesenia Bermudez and Isabel Herrera, shall each receive an Enhancement Award of up to Five
21 Thousand Dollars and Zero Cents (\$5,000.00) the requests for which Defendants will not object to
22 or oppose. The Enhancement Awards shall be paid out of the Gross Settlement Amount and shall not
23 constitute payment to any Participating Class Member(s) other than the Class Representatives. To
24 the extent that the Court approves less than the amount of incentive award that Class Counsel request,
25 the difference between the requested and awarded amounts will be reallocated to the Net Settlement
26 Amount.

27 Because it is the intent of the Parties that the Enhancement Award represents payment to
28 Plaintiff and the Class Representatives for their service to the Class Members, and not wages, the

1 Settlement Administrator will not withhold any taxes from the Enhancement Award. The
2 Enhancement Award will be reported on a Form 1099, which the Settlement Administrator will
3 provide to Plaintiff, the Class Representatives and to the pertinent taxing authorities as required by
4 law.

5 **e. Payment to the Labor and Workforce Development Agency**

6 In consideration of claims made under PAGA, Class Counsel will request that the Court
7 approve allocation of Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement
8 Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California
9 Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%)
10 will be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendants
11 will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross
12 Settlement Amount. The Court’s adjustment, if any, of the amount allocated to Plaintiff’s PAGA
13 claim in the Action, will not invalidate this Agreement.

14 **f. Payment of Individual Settlement Payments to Participating Class Members**

15 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
16 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
17 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
18 each Class Member. To calculate the minimum amount each Class Member will receive based on
19 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
20 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
21 on a pro rata basis. Each Class Member’s approximate Individual Settlement Payment amount will
22 be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount
23 will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro
24 rata basis based on the individual Qualifying Workweeks worked during the Class Period by each
25 Participating Class Member.

26 Each Individual Settlement Payment will represent wages and penalties allocated using the
27 following formula: 20% allocated to wages and 80% allocated to penalties and interest. The amounts
28 paid as wages shall be subject to all tax withholdings customarily made from an employee’s wages

1 and all other authorized and required withholdings and shall be reported by W-2 forms. The
2 employer-side taxes will be paid from the Gross Settlement Amount unless rejected by the Court. If
3 rejected, the employer shall pay employer side taxes separate from the Gros Settlement Amount The
4 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
5 other than the tax withholdings customarily made from employees' wages and shall be reported by
6 IRS 1099 forms.

7 No later than ten (10) business days after receiving the Gross Settlement Amount from
8 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual
9 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
10 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
11 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
12 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
13 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
14 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
15 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
16 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
17 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

18 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
19 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
20 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
21 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
22 Settlement Administrator is unable to obtain a valid mailing address through this process, the
23 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
24 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

25 **g. Payment of Individual Settlement Payments to Participating PAGA Group**
26 **Members**

27 The Parties agree that the PAGA Settlement Amount, less the LWDA Payment, shall be used
28 to fund Individual Settlement Payments to PAGA Group Members. The Parties agree that the PAGA

1 Settlement Amount, less the LWDA Payment, shall be divided between all PAGA Group Members
2 in proportion to the number of individual Qualifying Pay Periods for each PAGA Group Member.
3 To calculate the minimum amount each PAGA Group Member will receive based on their individual
4 Qualifying Pay Periods, the PAGA Settlement Amount, less the LWDA Payment, will be divided by
5 the total number of Qualifying Pay Periods worked by all PAGA Group Members during the PAGA
6 Period and then allocated on a pro rata basis. Qualifying Pay Periods will be rounded up to the next
7 whole integer. Each PAGA Group Member's approximate Individual Settlement Payment amount
8 from the PAGA Settlement Amount will be included in his or her Notice Packet. After final approval
9 by the Court, the PAGA Settlement Amount, less the LWDA Payment, will be dispersed to PAGA
10 Group Members on a pro rata basis based on the individual Qualifying Pay Periods worked during
11 the PAGA Period by each Participating PAGA Group Member. PAGA Group Members shall not
12 have the right to opt-out or exclude themselves from the PAGA Settlement.

13 Each Individual PAGA Payment will represent penalties and shall be subject to all authorized
14 and required withholdings other than the tax withholdings customarily made from employees' wages
15 and shall be reported by IRS 1099 forms.

16 No later than ten (10) business days after receiving the Gross Settlement Amount from
17 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual PAGA
18 Payments to PAGA Group Members. The Settlement Administrator will issue a Form 1099 to the
19 extent required by law for the Individual PAGA Payments. PAGA Group Members shall have 180
20 days from the date their Individual PAGA Payment checks are dated to cash their Settlement checks.
21 Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the
22 uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the
23 PAGA Group Member for whom the funds are designated.

24 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
25 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
26 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
27 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
28 Settlement Administrator is unable to obtain a valid mailing address through this process, the

1 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
2 Unclaimed Property Fund in the name of the PAGA Group Member for whom the funds are
3 designated.

4 **h. Default on Payment.**

5 Defendants' failure to fund the Gross Settlement Amount as set forth above shall be
6 considered a default. In the event Defendants fail to timely fund the Gross Settlement Amount, the
7 Settlement Administrator will provide notice to Class Counsel and Defendants' counsel within three
8 (3) business days of the missed payment. Thereafter, Defendants will have seven (7) days to cure the
9 default and tender payment to the Settlement Administrator. In the event Defendants fail to cure the
10 default within the times set forth herein, Plaintiff may elect to enter judgment against Defendants, on
11 an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date.

12 **i. No Credit Toward Benefit Plans.**

13 The Individual Settlement Payments made to Participating Class Members under this
14 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
15 calculate any additional benefits under any benefit plans to which any Class Members may be
16 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
17 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
18 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
19 Members may be entitled under any benefit plans.

20 **ARTICLE IV**

21 **LIMITATIONS ON USE OF THIS SETTLEMENT**

22 **Section 4.01: No Admission**

23 Defendants dispute the allegations in the Action and disputes that, but for this Settlement, a
24 Class should not have been certified in the Action. This Agreement is entered into solely for the
25 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
26 construed as an admission of liability or wrongdoing by Defendants.

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
21 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in
24 any of those events, Defendants expressly reserve the right to oppose certification of the Class.

25 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the Date of Finality, Plaintiffs and Participating Class Members who do not opt out of
5 the Settlement, release the Released Parties from, against the Released Parties, any and all claims,
6 demands, rights, liabilities and causes of action alleged in Plaintiffs' Operative Complaints, or which
7 could have been alleged in Plaintiffs' Operative Complaints based on the factual allegations therein,
8 that arose during the Class Period, including but not limited to causes of action for failure to provide
9 minimum wages, for failure to provide overtime wages, for failure to provide meal periods, and
10 applicable provisions of the relevant Industrial Wage Order; failure to permit rest breaks, and
11 applicable provisions of the relevant Industrial Wage Order; failure to provide accurate itemized
12 wage statements, and applicable provisions of the relevant Industrial Wage Order; failure to pay all
13 wages due upon separation of employment, and applicable provisions of the relevant Industrial Wage
14 Order; and applicable provisions of the relevant Industrial Wage Order; violation of California
15 Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released Claims");
16 and all claims for attorneys' fees and costs relating to the Released Claims by Class Members, that
17 could have been premised on the facts, claims, causes of action or legal theories described above or
18 that could have been premised on the facts, claims, causes of action or legal theories described above.

1 **Section 5.02: Released Claims by PAGA Group Members**

2 Upon the Date of Finality, the State of California and PAGA Group Members release the
3 Released Parties from all claims, demands, rights, liabilities and causes of action for penalties under
4 California Labor Code Private Attorneys General Act of 2004 based on the letter to the Labor &
5 Workforce Development Agency on October 9, 2020, that arose during the PAGA Period, including
6 but not limited to claims for civil penalties for violations of Labor Code 201, 202, 203, 204, 226(a)
7 4-5, 9, 226.3, 226.7, 512, 558, 1198, and applicable Wage Orders of the Industrial Welfare
8 Commission, including but not limited to Industrial Welfare Commission Wage Order Nos. 7-2001
9 and 8-2001.

10 **ARTICLE VI**

11 **MISCELLANEOUS PROVISIONS**

12 **Section 6.01: Amendments or Modification**

13 The terms and provisions of this Agreement may be amended or modified only by an express
14 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
15 and approved by the Court.

16 **Section 6.02: Assignment**

17 None of the rights, commitments, or obligations recognized under this Agreement may be
18 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
19 consent of each other Party and their respective counsel. The representations, warranties, covenants,
20 and agreements contained in this Agreement are for the sole benefit of the Parties under this
21 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

22 **Section 6.03: Governing Law**

23 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
24 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
25 of laws.

1 **Section 6.04: No Publicity**

2 The Parties, Defense Counsel, and Class Counsel shall not issue any press release, contact
3 the press, respond to any press inquiry or have any communication with the press about the fact,
4 amount or terms of this Settlement. The Parties, Defense Counsel, and Class Counsel shall not
5 engage in any advertising or marketing relating to the settlement of these Actions in any manner that
6 identifies or that is suggestive of Defendants (i.e., an employee of La Caretta Supermarkets),
7 including but not limited to any postings on any websites maintained by Class Counsel. However,
8 Class Counsel may identify this Settlement in court filings in other matters to demonstrate their
9 adequacy as counsel in connection with the prosecution or settlement of other class actions. Nothing
10 in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully
11 discharge their duties as Class Counsel, including but not limited to, communicating with Class
12 Members regarding the Settlement.

13 **Section 6.05: Entire Agreement**

14 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
15 contains the entire understanding of the Parties with respect to the subject matter contained herein.
16 In case of any conflict between text contained in Articles I through VI of this Agreement and text
17 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be
18 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
19 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
20 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
21 supersedes all prior agreements and understandings among the Parties with respect to the settlement
22 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
23 prior agreements or proposals.

24 **Section 6.06: Waiver of Compliance**

25 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
26 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
27 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
28 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or

1 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
2 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

3 **Section 6.07: Counterparts and Fax/PDF Signatures**

4 This Agreement, and any amendments hereto, may be executed in any number of counterparts
5 and any Party and/or their respective counsel may execute any such counterpart, each of which when
6 executed and delivered shall be deemed to be an original. All counterparts taken together shall
7 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
8 signature.

9 **Section 6.08: Meet and Confer Regarding Disputes**

10 Should any dispute arise among the Parties or their respective counsel regarding the
11 implementation or interpretation of this Agreement, a representative of Class Counsel and a
12 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
13 to submitting such disputes to the Court.

14 **Section 6.09: Agreement Binding on Successors**

15 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
16 of each of the Parties.

17 **Section 6.10: Cooperation in Drafting**

18 The Parties have cooperated in the negotiation and preparation of this Agreement. This
19 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
20 was the drafter or participated in the drafting of this Agreement.

21 **Section 6.11: Fair and Reasonable Settlement**

22 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
23 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
24 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
25 further believe that the Settlement is and is consistent with public policy, and fully complies with
26 applicable law.

1 **Section 6.12: Headings**

2 The descriptive heading of any section or paragraph of this Agreement is inserted for
3 convenience of reference only and does not constitute a part of this Agreement and shall not be
4 considered in interpreting this Agreement.

5 **Section 6.13: Notice**

6 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
7 communications under this Agreement must be in writing and addressed as follows:

8 *To Plaintiff and the Class:*

9 Armond M. Jackson
10 Andrea M. Fernandez-Jackson
11 Anthony S. Filer Jr.
12 JACKSON APC
13 2 Venture Plaza, Ste. 240
14 Irvine, CA 92618
15 Phone: (949) 281-6857
16 Fax: (949) 777-6218

17 And

18 *To Defendants:*

19 Dirk O. Julander, SBN 132313
20 M. Adam Tate, SBN 280017
21 JULANDER, BROWN & BOLLARD
22 9110 Irvine Center Drive
23 Irvine, California 92618
24 Phone: (949) 477-2100
25 Fax: (949) 477-6355

26 **Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

27 To the extent consistent with class action procedure, this Agreement shall be enforceable by
28 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall

1 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
2 extent to enforce and effectuate the terms and intent of this Agreement.

3 **Section 6.15: Mutual Full Cooperation**

4 The Parties agree fully to cooperate with each other to accomplish the terms of this
5 Agreement, including but not limited to the execution of such documents, and the taking of such
6 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
7 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
8 terms. In the event the Parties are unable to reach agreement on the form or content of any document
9 needed to implement the Settlement, or on any supplemental provisions that may become necessary
10 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

11 **Section 6.16: Authorization to Act**

12 Class Counsel warrants and represents that they are authorized by Plaintiff, and Defense
13 Counsel warrants that they are authorized by Defendants, to take all appropriate action required to
14 effectuate the terms of this Agreement, except for signing documents, including but not limited to
15 this Agreement, that are required to be signed by the Parties themselves. Defendants represent and
16 warrant that the individual executing this Agreement on its behalf has the full right, power, and
17 authority to enter into this Agreement and to carry out the transactions contemplated herein.

18 **Section 6.17: No Reliance on Representations**

19 The Parties have made such investigation of the facts and the law pertaining to the matters
20 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
21 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
22 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
23 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
24 to any other matters. No representations, warranties, or inducements, except as expressly set forth
25 herein, have been made to any party concerning this Agreement.

26
27 **EXECUTION BY PARTIES AND COUNSEL**

28 The Parties and their counsel hereby execute this Agreement.

JUAN SALVADOR VILLANUEVA

By: Juan Salvador Villanueva
Named Plaintiff

YESENIA BERMUDEZ

By: _____
Class Representative

ISABEL HERRERA

By: Isabel Herrera
Class Representative

LA CARRETA SUPERMARKETS, INC.

By: _____
(Signature)

(Printed Name)

(Title)

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Dated: _____

JUAN SALVADOR VILLANUEVA

By: _____
Named Plaintiff

Dated: 10/19/2023

YESENIA BERMUDEZ

By: 
Class Representative

Dated: _____

ISABEL HERRERA

By: _____
Class Representative

Dated: _____

LA CARRETA SUPERMARKETS, INC.

By: _____
(Signature)

(Printed Name)

(Title)

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Dated: _____

JUAN SALVADOR VILLANUEVA

By: _____
Named Plaintiff

Dated: _____

YESENIA BERMUDEZ

By: _____
Class Representative

Dated: _____

ISABEL HERRERA

By: _____
Class Representative

Dated: 10/20/2023

LA CARRETA SUPERMARKETS, INC.

By: [Signature]
(Signature)

MARIA E. NAVARRO
(Printed Name)

CEO
(Title)

1 **APPROVED AS TO FORM ONLY:**

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4 Dated: 10/19/2023

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JACKSON APC

By: Armond M. Jackson
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer Jr.

Attorneys for Plaintiff Juan Salvador Villanueva

Dated:

JULANDER, BROWN & BOLLARD

By: _____
Dirk O. Julander
M. Adam Tate

Attorneys for Defendants La Carreta
Supermarkets, Inc.

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APPROVED AS TO FORM ONLY:

Dated: _____

JACKSON APC

By: _____
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer Jr.

Attorneys for Plaintiff Juan Salvador Villanueva

Dated: 10/20/23

JULANDER, BROWN & BOLLARD

By:  _____
Dirk O. Julander
M. Adam Tate

Attorneys for Defendants La Carreta
Supermarkets, Inc.

EXHIBIT B

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez-Jackson, SBN 295924
afernandez@jacksonapc.com
JACKSON APC
2 Venture Parkway, Suite 400
Irvine, California 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

Attorneys for Plaintiff Juan Salvador Villanueva,
individually, and on behalf of all other similarly situated employees

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

JUAN SALVADOR VILLANUEVA,
YESENIA BERMUDEZ, ISABEL
HERRERA, as individuals and on behalf of
other similarly situated employees,

Plaintiff,

vs.

LA CARRETA SUPERMARKETS, INC., a
California corporation, and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 30-2020-01166375-CU-OE-
CXC

Assigned for all purposes to: Judge Lon F.
Hurwitz

PROOF OF SERVICE

Hearing Date: November 15, 2024

Hearing Time: 1:30 p.m.

Department: CX 103

Complaint Filed: October 21, 2020

Trial Date: None Set

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On October 23, 2024, I served true copies of the following document(s) described as:

- On the interested parties in this action as follows:

JULANDER, BROWN & BOLLARD Dirk O. Julander, Bar No. 132313 doj@jbblaw.com M. Adam Tate, Bar No. 280017 adam@jbblaw.com 9110 Irvine Center Drive Irvine, California 92618 Tel: 949-477-2100 Fax: 949-477-6355	Counsel for Defendants La Carreta Supermarkets, Inc.
California Department of Industrial Relations Electronic Filing Portal https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html	California Labor and Workforce Development Agency

(XX) **[BY EMAIL OR ELECTRONIC TRANSMISSION]** –I caused all of the pages of the above-entitled document created as a portable document file format and attached to a properly addressed electronic mail message to be sent to the interested parties in this action on the date specified below. The email address I used is noted above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 23, 2024, at Irvine, California.

/s/ Armond M. Jackson
Armond M. Jackson

EXHIBIT C

INVOICE

Company Logo

Jackson APC,

BILL TO

Juan Salvador Villanueva
337 Camarillo St apt B
Placentia CA 92870

Invoice Number: 660
Invoice Date: 10/23/2024
Terms: 30

Due Date: 11/22/2024

Amount Due: \$27,776.43

Invoice Start Date:

Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
							\$0.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
09/10/20	mailed out: Request for Personnel file			1	0.65	1	0.65
10/09/20	Certified Mail Receipts			2	4.10	1	8.20
10/16/20	Mailed out: Ltr of non compliance			1	0.50	1	0.50
10/21/20	Certified Mail Receipts			2	4.10	1	8.20
10/21/20	One Legal Invoice 12592528 (Court Fees)			1	1,447.20	1	1,447.20
01/08/21	Janney and Janney 3957273 (Process Service Fees)			1	163.50	1	163.50
02/10/21	One Legal Invoice 12764391 (Court Fees)			1	14.25	1	14.25
03/17/21	One Legal Invoice 12846351 (Court Fees)			1	14.25	1	14.25
07/14/21	One Legal Invoice 13082391 (Court Fees)			1	14.25	1	14.25

07/23/21	One Legal Invoice_13103141 (Court Fees)	1	14.25	1	14.25
09/15/21	One Legal Invoice_13211116 (Court Fees)	1	14.25	1	14.25
11/01/21	One Legal Invoice_13308384 (Court Fees)	1	16.25	1	16.25
11/04/21	One Legal invoice 13317810 (Court Fees)	1	14.25	1	14.25
01/28/22	Courtcall Costs 11441324	1	94.00	1	94.00
02/01/22	One Legal Invoice_13485774 (Court Fees)	1	14.25	1	14.25
03/16/22	Order: Minute Order on 03/16/2022. (Court Fees)	1	7.50	1	7.50
03/22/22	One Legal Invoice 13600451 (Court Fees)	1	14.75	1	14.75
04/01/22	One Legal Invoice_13623256 (Court Fees)	1	14.75	1	14.75
05/16/22	Regal Court Reporting Invoice-26070 (Deposition Costs)	1	1,185.65	1	1,185.65
05/16/22	Regal Court Reporting Invoice 26071 (Deposition Costs)	1	911.40	1	911.40
06/16/22	One Legal Invoice 13787143 (Court Fees)	1	14.75	1	14.75
07/05/22	One Legal Invoice_13827950 (Court Fees)	1	14.75	1	14.75
07/05/22	CIVIL47315796 (Court Fees)	1	7.50	1	7.50
08/22/22	One Legal Invoice 13939217 (Court Fees)	1	16.75	1	16.75
08/22/22	One Legal Invoice 13938621 (Court Fees)	1	16.75	1	16.75
08/23/22	One Legal Invoice 13941068 (Court Fees)	1	76.75	1	76.75
08/24/22	One Legal Invoice 13944707 (Court Fees)	1	16.75	1	16.75

08/30/22	Declaration of Isabel Herrera, Gaspar Martinez, Carlos (Mailing Costs)	3	0.51	1	1.53
09/02/22	Mediation Fee	1	8,375.00	1	8,375.00
09/06/22	Phillips Fractor & Company Invoice #: 2209-JL822 (Expert Fees)	1	9,725.00	1	9,725.00
09/19/22	One Legal Invoice_14002992 (Court Fees)	1	14.75	1	14.75
09/27/22	Civil Docs Payment 038176 (Court Fees)	1	7.50	1	7.50
10/21/22	Bankruptcy Consultant Fees (Danning Gill LLP)	1	5,176.50	1	5,176.50
12/02/22	One Legal Invoice 14172281 (Court Fees)	1	34.75	1	34.75
12/05/22	One Legal Invoice 14176096 (Court Fees)	1	14.75	1	14.75
01/04/23	One Legal Invoice 14238805 (Court Fees)	1	14.75	1	14.75
01/06/23	One Legal Invoice_14243533 (Court Fees)	1	20.00	1	20.00
01/10/23	One Legal Invoice_14250452 (Court Fees)	1	14.75	1	14.75
01/10/23	One Legal Invoice 14253108 (Court Fees)	1	14.75	1	14.75
01/23/23	Civil Docs Payment 072070 (Court Fees)	1	7.50	1	7.50
03/21/23	One Legal Invoice 14423494	1	75.20	1	75.20
04/17/23	One Legal Invoice 14488480 (Court Fees)	1	15.20	1	15.20
05/01/23	MAIL-OUT: Phillips Fractor & Company Invoice #: 2209-JL822 (Expert Fees)	1	0.60	1	0.60
06/02/23	One Legal Invoice_14610510 (Court Fees)	1	15.20	1	15.20
08/09/23	One Legal Invoice 14780194 (Court Fees)	1	15.20	1	15.20

11/09/23	One Legal Invoice 15032466 (Court Fees)	1	15.20	1	15.20
11/14/23	One Legal Invoice_15042847 (Court Fees)	1	15.20	1	15.20
12/06/23	One Legal Invoice 15093280 (Court Fees)	1	15.20	1	15.20
02/02/24	One Legal Invoice 15266511 (Court Fees)	1	17.20	1	17.20
02/09/24	One Legal Invoice 15288694 (Court Fees)	1	17.20	1	17.20
02/21/24	One Legal Invoice 15316961 (Court Fees)	1	17.20	1	17.20
					\$27,776.43

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$27,776.43
Amount Paid:	(\$0.00)
Amount Due:	\$27,776.43

EXHIBIT D

INVOICE

Company Logo

Jackson APC,

BILL TO

Juan Salvador Villanueva
337 Camarillo St apt B
Placentia CA 92870

Invoice Number: 663
Invoice Date: 10/23/2024
Terms: 30

Due Date: **11/22/2024**
Amount Due: **\$184,366.50**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
10/05/20	Drafted PAGA Notice.	Armond Jackson			725.00	3.20	2,320.00
10/19/20	Drafted Complaint.	Armond Jackson			725.00	3.10	2,247.50
11/16/20	Reviewed Intake Notes for potential claims.	Armond Jackson			725.00	2.40	1,740.00
11/18/20	Researched business Defendant's entities to determine viability of claims.	Armond Jackson			725.00	2.10	1,522.50
02/03/21	Drafted FAC.	Armond Jackson			725.00	0.40	290.00
03/17/21	Drafted Status Conference Statement.	Armond Jackson			725.00	0.50	362.50
03/17/21	Formatted First Salvo	Yesenia Villalba			145.00	0.60	87.00
03/29/21	Served first salvo.	Armond Jackson			725.00	0.70	507.50
04/20/21	OC Superior Court called to cancel court call. Cancelled it.	Yesenia Villalba			145.00	0.20	29.00
04/22/21	Looked at message and returned message from Adam Tate.	Armond Jackson			725.00	0.30	217.50

04/27/21	Reviewed and revised protective order.	Armond Jackson	725.00	0.30	217.50
04/29/21	Drafted Belaire West notice.	Armond Jackson	725.00	0.90	652.50
06/23/21	Reviewed document production and drafted email to opposing counsel.	Armond Jackson	725.00	0.30	217.50
07/14/21	Drafted and filed Joint Statement.	Armond Jackson	725.00	0.80	580.00
07/22/21	Drafted Notice of Rulings.	Armond Jackson	725.00	0.40	290.00
08/09/21	Drafted Complaint and PAGA Letter.	Armond Jackson	725.00	1.90	1,377.50
08/13/21	Reviewed email from oc re: IDC.	Armond Jackson	725.00	0.30	217.50
09/06/21	Drafted IDC email re: RFP No. 1	Armond Jackson	725.00	0.80	580.00
09/07/21	Reviewed email re: IDC and revised it.	Armond Jackson	725.00	0.60	435.00
09/07/21	Sent email to clerk re: request for IDC.	Armond Jackson	725.00	0.30	217.50
09/15/21	Drafted Joint Statement.	Armond Jackson	725.00	1.20	870.00
10/13/21	Formatted Discovery Responses.	Yesenia Villalba	145.00	1.70	246.50
10/18/21	Teleconference with client in regards Discovery responses; made notes; updated Monday.com; saved	Yesenia Villalba	145.00	2.00	290.00
10/20/21	Updated the Joint Status Conference, review the minute order.	Yesenia Villalba	145.00	0.30	43.50
10/29/21	Drafted motions to compel to be filed re: discovery responses.	Armond Jackson	725.00	4.50	3,262.50
11/01/21	Drafted IDC Statement.	Armond Jackson	725.00	0.50	362.50
11/01/21	Drafted IDC Conference Statement.	Armond Jackson	725.00	2.40	1,740.00
11/09/21	discovery conference, review brief and attend	Andrea Fernandez	515.00	0.80	412.00

12/06/21	Called client to confirm his availability for deposition and emailed AJ	Yesenia Villalba	145.00	0.30	43.50
12/07/21	Drafted supplemental discovery responses.	Armond Jackson	725.00	3.30	2,392.50
12/08/21	Drafted verifications; updated Monday.com; called client and obtained signatures	Yesenia Villalba	145.00	0.50	72.50
12/15/21	Drafted email to oc re: supplemental discovery.	Armond Jackson	725.00	0.40	290.00
12/15/21	Reviewed Villanueva supplemental discovery.	Armond Jackson	725.00	0.70	507.50
01/19/22	Reviewed document production.	Armond Jackson	725.00	1.20	870.00
01/19/22	Draft Joint Statement.	Armond Jackson	725.00	1.00	725.00
01/20/22	Called client to ask about depo availability; he provided dates and had some questions about workers comp and I explained to him that we are separate from Workers Comp	Yesenia Villalba	145.00	0.40	58.00
02/01/22	Drafted Verifications; called client to get signature, emailed via DocuSigned, received and explain depo prep and deposition.	Yesenia Villalba	145.00	0.60	87.00
02/09/22	Drafted new discovery.	Armond Jackson	725.00	1.50	1,087.50
02/15/22	Assist in Depo Prep	Yesenia Villalba	145.00	3.00	435.00
02/15/22	Prepared client for deposition.	Armond Jackson	725.00	3.00	2,175.00
02/15/22	Reviewed discovery and notes in preparation for deposition preparation.	Armond Jackson	725.00	2.60	1,885.00
02/16/22	Review notes with client regarding deposition	Yesenia Villalba	145.00	0.70	101.50
02/17/22	Prepared for and attended deposition.	Armond Jackson	725.00	8.40	6,090.00

02/17/22	Assist AJ in Deposition for Mr. Villanueva	Yesenia Villalba	145.00	4.00	580.00
03/01/22	Reviewed PAGA letter.	Armond Jackson	725.00	0.80	580.00
03/14/22	Reviewed joint status conference statement	Anthony Filer	250.00	0.10	25.00
03/16/22	Drafted discovery RFA 2	Armond Jackson	725.00	0.40	290.00
04/11/22	Drafted supplemental responses.	Armond Jackson	725.00	1.50	1,087.50
04/12/22	Drafted Verifications, called client to explain verifications and emailed them for signature.	Yesenia Villalba	145.00	0.50	72.50
04/26/22	Prepare for deposition, review documents and prepare deposition outline for PMK deposition.	Armond Jackson	725.00	6.50	4,712.50
04/27/22	Cont. prepare for deposition, review documents and prepare deposition outline for PMK deposition.	Armond Jackson	725.00	4.90	3,552.50
04/28/22	Prepared for and completed PMK depositions.	Armond Jackson	725.00	8.30	6,017.50
05/19/22	Reviewed deposition transcript of Elena Navarro.	Armond Jackson	725.00	3.90	2,827.50
05/23/22	Cont. review of deposition transcript of Elena Navarro.	Armond Jackson	725.00	3.70	2,682.50
05/25/22	Cont. review of deposition transcript of Elena Navarro.	Armond Jackson	725.00	3.90	2,827.50
05/31/22	Reviewed deposition transcript of Itzel Navarro.	Armond Jackson	725.00	2.90	2,102.50
06/03/22	Reviewed deposition transcript of Itzel Navarro.	Armond Jackson	725.00	2.90	2,102.50
06/06/22	Cont. review of deposition transcript of Itzel Navarro.	Armond Jackson	725.00	3.10	2,247.50

06/21/22	Reviewed PAGA letter.	Armond Jackson	725.00	0.70	507.50
07/06/22	Reviewed and chronologized document production and catalogued document production LCS 1-380.	Armond Jackson	725.00	5.70	4,132.50
07/08/22	Reviewed and chronologized document production and catalogued document production LCS 381-782.	Armond Jackson	725.00	3.90	2,827.50
07/12/22	Reviewed and chronologized document production and catalogued document production LCS 783-1035.	Armond Jackson	725.00	3.60	2,610.00
07/15/22	Reviewed and chronologized document production and catalogued document production LCS 1036-1298.	Armond Jackson	725.00	2.80	2,030.00
07/18/22	Reviewed and chronologized document production and catalogued document production LCS 1299-1545.	Armond Jackson	725.00	4.70	3,407.50
07/20/22	Drafted Verifications, contacted client, explained about the supplemental responses. Client gave me authorization to sign on his behalf	Yesenia Villalba	145.00	0.50	72.50
07/22/22	Reviewed and chronologized document production and catalogued document production LCS 1546-1810.	Armond Jackson	725.00	3.90	2,827.50
07/26/22	Reviewed and chronologized document production and catalogued document production LCS 1810-2045.	Armond Jackson	725.00	3.80	2,755.00

07/28/22	Reviewed and chronologized document production and catalogued document production LCS 2046-2430.	Armond Jackson	725.00	3.90	2,827.50
08/02/22	Phone Calls on Class project	Yesenia Villalba	145.00	1.00	145.00
08/03/22	Working on Class project	Yesenia Villalba	145.00	2.00	290.00
08/03/22	Met and conferred w/ YV re: class declarations.	Armond Jackson	725.00	0.20	145.00
08/03/22	Reviewed and chronologized document production and catalogued document production LCS 2431-2880.	Armond Jackson	725.00	4.60	3,335.00
08/04/22	Called people for the Class certification	Yesenia Villalba	145.00	1.00	145.00
08/05/22	Called approx 85 to 90 people for the class certification project	Yesenia Villalba	145.00	5.00	725.00
08/05/22	Prepared data matrix to discuss with expert. Reviewed chronology and documents re: analysis to support certification motion.	Armond Jackson	725.00	5.40	3,915.00
08/09/22	Met and conferred w/ YV re: declarations.	Armond Jackson	725.00	0.50	362.50
08/11/22	Sent email re: evaluation re: certification.	Armond Jackson	725.00	1.00	725.00
08/12/22	Spoke to expert and analyzed data.	Armond Jackson	725.00	2.50	1,812.50
08/15/22	Class Certification Project	Yesenia Villalba	145.00	1.00	145.00
08/15/22	Continued drafting certification motion.	Armond Jackson	725.00	5.40	3,915.00
08/15/22	Drafted discovery.	Armond Jackson	725.00	0.50	362.50
08/15/22	Participated in mediation.	Armond Jackson	725.00	5.40	3,915.00
08/17/22	Read email re: expert report.	Armond Jackson	725.00	0.20	145.00

08/17/22	Contacted client and read declaration and gave me authorization to sign on his behalf.	Yesenia Villalba	145.00	0.30	43.50
08/17/22	Drafted certification motion.	Armond Jackson	725.00	6.70	4,857.50
08/18/22	Drafted certification motion.	Armond Jackson	725.00	6.70	4,857.50
08/22/22	Drafted refilling for cert motion.	Armond Jackson	725.00	2.80	2,030.00
08/29/22	Drafted Objection for Deposition Notice	Yesenia Villalba	145.00	0.30	43.50
08/30/22	Declaration Project for the matter of Villanueva	Yesenia Villalba	145.00	1.70	246.50
08/31/22	Drafted email re: discovery.	Armond Jackson	725.00	0.50	362.50
09/13/22	Review drafted Joint Statement	Anthony Filer	250.00	0.10	25.00
09/15/22	Review drafted Joint Statement	Anthony Filer	250.00	0.50	125.00
09/16/22	Review drafted Joint Statement	Anthony Filer	250.00	0.10	25.00
09/19/22	Drafted mediation brief.	Armond Jackson	725.00	6.40	4,640.00
09/19/22	Drafted joint statement	Armond Jackson	725.00	0.80	580.00
09/19/22	Review drafted Joint Statement	Anthony Filer	250.00	0.60	150.00
09/20/22	Called client to inform him about mediation on Friday. He confirmed that he will be here.	Yesenia Villalba	145.00	0.20	29.00
09/21/22	Sent email re: bankruptcy issue in preparation for mediation.	Armond Jackson	725.00	0.60	435.00
09/21/22	Reviewed liquidation analysis and discussed w/ bk counsel.	Armond Jackson	725.00	1.60	1,160.00
09/23/22	mediation	Andrea Fernandez	515.00	8.00	4,120.00
09/23/22	Mediation	Armond Jackson	725.00	8.00	5,800.00

09/29/22	Drafted and reviewed the settlement agreement.	Armond Jackson	725.00	1.10	797.50
09/30/22	Revised settlement agreement.	Armond Jackson	725.00	1.20	870.00
10/03/22	Met and conferred w/ counsel re: agreement.	Armond Jackson	725.00	0.30	217.50
10/20/22	Revised settlement agreement,	Armond Jackson	725.00	1.20	870.00
10/25/22	Reviewed and finalized class settlement agreement and class notice and exclusion form.	Armond Jackson	725.00	1.40	1,015.00
10/25/22	Revise settlement notice	Anthony Filer	250.00	1.60	400.00
10/28/22	Finalized settlement agreements.	Armond Jackson	725.00	1.50	1,087.50
11/21/22	Reviewed stipulation to continue class certification deadline.	Armond Jackson	725.00	0.20	145.00
12/02/22	Review drafted Joint Statement	Anthony Filer	250.00	0.40	100.00
12/02/22	Locating expert and data rubric. Discussed class declarations.	Armond Jackson	725.00	0.90	652.50
12/02/22	Drafted certification motion.	Armond Jackson	725.00	2.50	1,812.50
12/02/22	Phone Calls and declarations for the class certificaion	Yesenia Villalba	145.00	2.00	290.00
12/05/22	Review draft / send Joint Statement	Anthony Filer	250.00	0.70	175.00
12/12/22	Prep for Status Conference	Anthony Filer	250.00	0.50	125.00
01/03/23	Revised proposed order and joint stipulation and sent correspondence to opposing counsel.	Armond Jackson	725.00	0.70	507.50
01/03/23	Review / send drafted Joint Statement	Anthony Filer	250.00	0.30	75.00
01/03/23	Drafted joint statement.	Armond Jackson	725.00	0.80	580.00

01/13/23	Prep for / attend Status Conference	Anthony Filer	250.00	1.30	325.00
03/02/23	Drafted Preliminary Approval Motion	Anthony Filer	250.00	3.10	775.00
03/03/23	Drafted preliminary approval papers.	Armond Jackson	725.00	0.90	652.50
03/20/23	Finalized and filed PA motion.	Armond Jackson	725.00	3.10	2,247.50
03/20/23	Follow up re: preliminary approval motion	Anthony Filer	250.00	0.30	75.00
04/04/23	Joint Statement	Yesenia Villalba	145.00	0.80	116.00
04/13/23	Prep for Status Conf. / Review Joint Statement	Anthony Filer	250.00	0.50	125.00
04/14/23	Follow up re: Joint Statement / Prep for Status Conference	Anthony Filer	250.00	0.60	150.00
04/17/23	Prep for Status Conference	Anthony Filer	250.00	0.30	75.00
04/18/23	Follow up re: Status Conference	Anthony Filer	250.00	0.10	25.00
05/25/23	Review Joint Statement	Anthony Filer	250.00	0.10	25.00
05/30/23	Review / send Joint Statement	Anthony Filer	250.00	0.10	25.00
06/02/23	Follow up re: Joint Statement	Anthony Filer	250.00	0.40	100.00
06/12/23	Review emails re: tentative ruling	Anthony Filer	250.00	0.10	25.00
06/13/23	Reviewed tentative to resolve court issues re: settlement agreement.	Armond Jackson	725.00	0.70	507.50
07/12/23	Reviewed amended agreement	Armond Jackson	725.00	1.80	1,305.00
07/21/23	Revised settlement agreement.	Armond Jackson	725.00	0.60	435.00
07/21/23	Drafted revision to supplemental papers.	Armond Jackson	725.00	1.20	870.00
07/21/23	Review revisions to settlement agreement	Anthony Filer	250.00	0.10	25.00

07/31/23	Review email re: settlement agreement	Anthony Filer	250.00	0.10	25.00
08/02/23	Review emails re: settlement agreement	Anthony Filer	250.00	0.10	25.00
08/07/23	Review emails re: settlement agreement	Anthony Filer	250.00	0.20	50.00
08/08/23	Preliminary approval papers.	Armond Jackson	725.00	1.90	1,377.50
08/08/23	Review Joint Statement / Amended Settlement Agreement	Anthony Filer	250.00	0.20	50.00
08/14/23	Review Joint Statement	Anthony Filer	250.00	0.10	25.00
08/17/23	Review emails re: settlement agreement / service list	Anthony Filer	250.00	0.20	50.00
08/21/23	Review email re: supplemental briefing	Anthony Filer	250.00	0.10	25.00
08/25/23	Review tentative ruling	Anthony Filer	250.00	0.10	25.00
08/30/23	Review emails re: settlement agreement	Anthony Filer	250.00	0.10	25.00
09/11/23	Review email re: supplement information	Anthony Filer	250.00	0.10	25.00
09/12/23	Review email re: supplemental information	Anthony Filer	250.00	0.10	25.00
09/18/23	Review emails re: supplemental settlement papers	Anthony Filer	250.00	0.10	25.00
10/10/23	Drafted supplemental papers.	Armond Jackson	725.00	1.50	1,087.50
10/10/23	Review emails re: settlement agreement	Anthony Filer	250.00	0.10	25.00
10/12/23	Review emails re: revised settlement agreement	Anthony Filer	250.00	0.10	25.00
10/16/23	Review emails re: settlement revisions	Anthony Filer	250.00	0.10	25.00
10/17/23	Review emails re: settlement agreement revisions	Anthony Filer	250.00	0.10	25.00

10/19/23	Revised approval papers.	Armond Jackson	725.00	4.60	3,335.00
10/19/23	Review signed settlement agreement	Anthony Filer	250.00	0.10	25.00
10/19/23	Review settlement agreement	Anthony Filer	250.00	0.10	25.00
10/23/23	Revised supplemental papers.	Armond Jackson	725.00	2.90	2,102.50
11/03/23	Review tentative ruling	Anthony Filer	250.00	0.10	25.00
11/08/23	Review Notice of Ruling	Anthony Filer	250.00	0.10	25.00
11/20/23	Review email re: change of address	Anthony Filer	250.00	0.10	25.00
01/29/24	Drafted declaration to resolve tentative.	Armond Jackson	725.00	4.00	2,900.00
01/29/24	Review email re: supplemental filing	Anthony Filer	250.00	0.10	25.00
01/31/24	Drafted tentative	Armond Jackson	725.00	4.50	3,262.50
02/01/24	Review settlement agreement revisions	Anthony Filer	250.00	0.10	25.00
02/02/24	Review supplemental declaration	Anthony Filer	250.00	0.10	25.00
02/02/24	Review second supplemental declaration	Anthony Filer	250.00	0.10	25.00
02/02/24	Review Joint Statement	Anthony Filer	250.00	0.20	50.00
02/08/24	Follow up re: Joint Statement	Anthony Filer	250.00	0.40	100.00
02/09/24	Follow up re: Joint Statement	Anthony Filer	250.00	0.30	75.00
02/16/24	Review tentative ruling	Anthony Filer	250.00	0.10	25.00
02/20/24	Assigned notice of ruling.	Armond Jackson	725.00	0.20	145.00
02/20/24	Review email re: settlement administration timeline / Notice of rulings	Anthony Filer	250.00	0.20	50.00
02/21/24	Review emails re: settlement	Anthony Filer	250.00	0.20	50.00

administration

02/21/24	Review Notice of Rulings	Anthony Filer	250.00	0.10	25.00
02/22/24	Review settlement administration timeline	Anthony Filer	250.00	0.10	25.00
03/14/24	Review email re: settlement administration	Anthony Filer	250.00	0.10	25.00
03/15/24	Review Class Notice Documents	Anthony Filer	250.00	0.10	25.00
03/21/24	Review email re: class data	Anthony Filer	250.00	0.10	25.00
03/27/24	Review email re: class notice documents	Anthony Filer	250.00	0.10	25.00
04/08/24	Review emails re: PAGA allocations	Anthony Filer	250.00	0.10	25.00
05/02/24	Review class notice	Anthony Filer	250.00	0.10	25.00
05/06/24	Revised class notice, revised revisions and approval papers to confirm procedures.	Armond Jackson	725.00	3.50	2,537.50
05/07/24	Reviewed correspondence from claims administrator.	Armond Jackson	725.00	0.60	435.00
05/14/24	Reviewed email and responded to notice documents.	Armond Jackson	725.00	0.20	145.00
05/14/24	Reviewed email re: class data.	Armond Jackson	725.00	0.30	217.50
10/02/24	Began drafting final approval motion papers.	Armond Jackson	725.00	0.60	435.00
10/22/24	Finalized final approval papers.	Armond Jackson	725.00	5.60	4,060.00

\$184,366.50

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
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\$0.00

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$184,366.50
Amount Paid:	(\$0.00)
Amount Due:	\$184,366.50

EXHIBIT E

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.