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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 PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: April 14, 2023
Hearing Time: 1:30 p.m.
Department: CX 103

Complaint Filed: October 21, 2020
Trial Date: None Set

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

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 preliminary approval of class
6 action settlement. A true and correct copy of the fully executed Stipulation for Class Action
7 Settlement 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.

9
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**

28
**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FOR PRELIMINARY
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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.
15

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.

10
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 PRELIMINARY
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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.
14

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.
28

**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FOR PRELIMINARY
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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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 17th day of March 2023 in Irvine, California.

/s/ Armond M. Jackson
Armond M. Jackson, Declarant

EXHIBIT A

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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
Lon F. Hurwitz, Dept. CX-103

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

Phone: (949) 281-6857

Fax: (949) 777-6218

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 September 23, 2022, or preliminary approval whichever is later.

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

9110 Irvine Center Drive

Irvine, California 92618

Phone: (949) 477-2100

1 Fax: (949) 477-6355

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

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

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

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

26 p. "Individual Settlement Payment(s)" means each Participating Class Member's
27 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
28 by the calculations provided in this Agreement.

1 q. “LWDA” means The State of California Labor and Workforce Development Agency.

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

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

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

12 u. “Plaintiff” means Juan Salvador Villanueva.

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

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

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

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

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

1 Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to
2 PAGA Group Members.

3 aa. "PAGA Group Members" means all Class Members employed by Defendants at any
4 time between October 9, 2019 through September 23, 2022, or preliminary approval, whichever is
5 later. ("PAGA Period").

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

10 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the
11 Settlement embodied in this Agreement.

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

15 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked
16 for Defendants as non-exempt employees during the Class Period.

17 ff. "Qualifying Pay Periods" means the number of weeks that PAGA Group Members
18 worked for Defendants as non-exempt employees during the PAGA Period.

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

24 hh. "Response Deadline" means the deadline by which Class Members must postmark or
25 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
26 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
27 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal
28 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.

1 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
2 mailing.

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

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

13 **ARTICLE II**

14 **CONTINGENT NATURE OF THE AGREEMENT**

15 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

16 Because the Parties have stipulated to the certification of the Class with respect to all causes
17 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
18 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
19 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
20 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
21 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
22 of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to
23 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
24 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
25 Class as to Defendants will be vacated and Plaintiff, Defendants, and the Class will be returned to
26 their positions with respect to the Action as if the Agreement had not been entered into. In the event
27 that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving
28 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 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

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

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

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

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

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

Section 3.02: The Settlement Administrator

The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks

1 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
2 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to
3 Class Representatives, and the employer payroll taxes to the appropriate taxing authorities. The
4 Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

5 All costs of administering the Settlement, including but not limited to all costs and fees
6 associated with preparing, issuing and mailing any and all notices to Class Members and/or
7 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
8 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
9 returns and any other filings required by any governmental taxing authority or agency, all costs and
10 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
11 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
12 incurred and/or charged by the Settlement Administrator in connection with the execution of its
13 duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement
14 Administrator from the Gross Settlement Amount.

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

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

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

1 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
2 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
3 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
4 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
5 Members shall not be required to submit claim forms in order to receive a proportional share of the
6 Net Settlement Amount.

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

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

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

27 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
28 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration

1 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
2 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
3 exclusion and objections that the Settlement Administrator received.

4 **Section 3.04: Responses to Notice**

5 **a. Class Member Disputes**

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

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

18 In order for any Class Member to validly exclude himself or herself from the Class and this
19 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
20 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
21 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
22 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
23 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
24 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
25 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
26 conclusively determined according to the records of the Settlement Administrator. Any Class
27 Member who timely and validly requests exclusion from the Class and this Settlement will not be
28

entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

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

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

c. Objections to Settlement

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

d. Encouragement of Class Members

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

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

2 If the number of workweeks as of September 23, 2022, exceeds 25,000, the Defendant will
3 have the option to increase the GSA pro rata per additional workweek beyond 25,000 by \$24.16 per
4 workweek. Alternatively, Defendant may elect to cap the Class Period so that the workweeks do not
5 exceed 25,000.

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

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

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

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

22 **Section 3.06: Settlement Payment Procedures**

23 **a. Settlement Amount**

24 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the
25 Gross Settlement Amount in the amount of Five-Hundred and Eighty Thousand Dollars and Zero
26 Cents (\$580,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e).
27 The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
28

Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, employer side payroll taxes (unless rejected by the Court), and the Enhancement Payments.

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

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

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to thirty-three percent (33.33%) of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One-Hundred and Ninety-Three Thousand and Three Hundred and Fourteen Dollars and Zero Cents (\$193,314.00). Class Counsel shall submit an application for an award of costs not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendants shall not object to or oppose any such application in these amounts. Class Counsel shall serve Defendants with copies of all documents submitted in support of their application for an award of attorneys' fees and costs.

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

c. Payment of Settlement Administration Costs

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

d. Payment of Enhancement Award to Plaintiff

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

Because it is the intent of the Parties that the Enhancement Award represents payment to Plaintiff and the Class Representatives for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on a Form 1099, which the Settlement Administrator will provide to Plaintiff, the Class Representatives and to the pertinent taxing authorities as required by law.

e. Payment to the Labor and Workforce Development Agency

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

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

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

21 Each Individual Settlement Payment will represent wages and penalties allocated using the
22 following formula: 20% allocated to wages and 80% allocated to penalties and interest. The amounts
23 paid as wages shall be subject to all tax withholdings customarily made from an employee’s wages
24 and all other authorized and required withholdings and shall be reported by W-2 forms. The
25 employer-side taxes will be paid from the Gross Settlement Amount unless rejected by the Court. If
26 rejected, the employer shall pay employer side taxes separate from the Gros Settlement Amount The
27 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
28

1 other than the tax withholdings customarily made from employees' wages and shall be reported by
2 IRS 1099 forms.

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

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

21 **g. Payment of Individual Settlement Payments to Participating PAGA Group**
22 **Members**

23 The Parties agree that the PAGA Settlement Amount, less the LWDA Payment, shall be used
24 to fund Individual Settlement Payments to PAGA Group Members. The Parties agree that the PAGA
25 Settlement Amount, less the LWDA Payment, shall be divided between all PAGA Group Members
26 in proportion to the number of individual Qualifying Pay Periods for each PAGA Group Member.
27 To calculate the minimum amount each PAGA Group Member will receive based on their individual
28 Qualifying Pay Periods, the PAGA Settlement Amount, less the LWDA Payment, will be divided by

the total number of Qualifying Pay Periods worked by all PAGA Group Members during the PAGA Period and then allocated on a pro rata basis. Qualifying Pay Periods will be rounded up to the next whole integer. Each PAGA Group Member's approximate Individual Settlement Payment amount from the PAGA Settlement Amount will be included in his or her Notice Packet. After final approval by the Court, the PAGA Settlement Amount, less the LWDA Payment, will be dispersed to PAGA Group Members on a pro rata basis based on the individual Qualifying Pay Periods worked during the PAGA Period by each Participating PAGA Group Member. PAGA Group Members shall not have the right to opt-out or exclude themselves from the PAGA Settlement.

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

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

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

h. Default on Payment.

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

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

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

16 **ARTICLE IV**

17 **LIMITATIONS ON USE OF THIS SETTLEMENT**

18 **Section 4.01: No Admission**

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

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

24 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
25 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
26 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
27 including but not limited to, evidence of a presumption, concession, indication, or admission by any
28 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or

(b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 4.03: Nullification

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

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

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Upon the Date of Finality, Plaintiffs and Participating Class Members who do not opt out of the Settlement, release the Released Parties from, and will be forever barred from pursuing against the Released Parties, any and all claims, demands, rights, liabilities and causes of action alleged in Plaintiffs' Operative Complaints, or which could have been alleged in Plaintiffs' Operative Complaints based on the factual allegations therein, that arose during the Class Period, including but

1 not limited to causes of action for failure to provide minimum wages, for failure to provide overtime
2 wages, for failure to provide meal periods, and applicable provisions of the relevant Industrial Wage
3 Order; failure to permit rest breaks, and applicable provisions of the relevant Industrial Wage Order;
4 failure to provide accurate itemized wage statements, and applicable provisions of the relevant
5 Industrial Wage Order; failure to pay all wages due upon separation of employment, and applicable
6 provisions of the relevant Industrial Wage Order; and applicable provisions of the relevant Industrial
7 Wage Order; violation of California Business and Professions Code §§17200, *et seq.*, based on the
8 preceding claims (“Released Claims”); and all claims for attorneys’ fees and costs relating to the
9 Released Claims by Class Members, that could have been premised on the facts, claims, causes of
10 action or legal theories described above or that could have been premised on the facts, claims, causes
11 of action or legal theories described above.

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

13 Upon the Date of Finality, the State of California and PAGA Group Members release the
14 Released Parties from all claims, demands, rights, liabilities and causes of action for penalties under
15 California Labor Code Private Attorneys General Act of 2004 based on the letter to the Labor &
16 Workforce Development Agency on October 9, 2020, that arose during the PAGA Period, including
17 but not limited to claims for civil penalties for violations of Labor Code 201, 202, 203, 204, 226(a)
18 4-5, 9, 226.3, 226.7, 512, 558, 1198, and applicable Wage Orders of the Industrial Welfare
19 Commission, including but not limited to Industrial Welfare Commission Wage Order Nos. 7-2001
20 and 8-2001 and all related claims for attorneys’ fees and costs.

21 **ARTICLE VI**

22 **MISCELLANEOUS PROVISIONS**

23 **Section 6.01: Amendments or Modification**

24 The terms and provisions of this Agreement may be amended or modified only by an express
25 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
26 and approved by the Court.
27
28

1 **Section 6.02: Assignment**

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

7 **Section 6.03: Governing Law**

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

11 **Section 6.04: No Publicity**

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

23 **Section 6.05: Entire Agreement**

24 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
25 contains the entire understanding of the Parties with respect to the subject matter contained herein.
26 In case of any conflict between text contained in Articles I through VI of this Agreement and text
27 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be
28 controlling, unless the Exhibits are changed by or in response to a Court order. There are no

1 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
2 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
3 supersedes all prior agreements and understandings among the Parties with respect to the settlement
4 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
5 prior agreements or proposals.

6 **Section 6.06: Waiver of Compliance**

7 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
8 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
9 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
10 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
11 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
12 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

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

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

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

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

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

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

1 **Section 6.10: Cooperation in Drafting**

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

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

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

11 **Section 6.12: Headings**

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

15 **Section 6.13: Notice**

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

18 *To Plaintiff and the Class:*

19 Armond M. Jackson
20 Andrea M. Fernandez-Jackson
21 Anthony S. Filer Jr.
22 JACKSON APC
23 2 Venture Plaza, Ste. 240
24 Irvine, CA 92618
25 Phone: (949) 281-6857
26 Fax: (949) 777-6218

27 And

28 *To Defendants:*

 Dirk O. Julander, SBN 132313
 M. Adam Tate, SBN 280017
 JULANDER, BROWN & BOLLARD
 9110 Irvine Center Drive

Irvine, California 92618
Phone: (949) 477-2100
Fax: (949) 477-6355

Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by 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 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

Section 6.15: Mutual Full Cooperation

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

Section 6.16: Authorization to Act

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

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

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

9
10 **EXECUTION BY PARTIES AND COUNSEL**

11 The Parties and their counsel hereby execute this Agreement.

12
13
14 Dated: 10/31/2022

JUAN SALVADOR VILLANUEVA

15
16 By: Juan S. Villanueva
 Named Plaintiff

17
18
19 Dated: Oct 31, 2022

YESENIA BERMUDEZ

20
21 By: Yesenia Bermudez
 Yesenia Bermudez (Oct 31, 2022 10:51 PDT)
 Class Representative

22
23
24 Dated: 10/31/2022

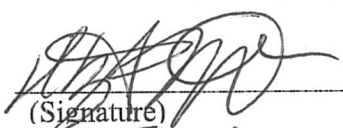
ISABEL HERRERA

25 By: Isabel Herrera
26 Class Representative

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Dated: 11/4/2022

LA CARRETA SUPERMARKETS, INC.

By: 
(Signature)

Irel Navarro
(Printed Name)

Manager
(Title)

1 APPROVED AS TO FORM ONLY:
2
3

4 Dated: Nov. 2, 2022
5 _____

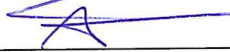
JACKSON APC

6 By: 
7 Armond M. Jackson
8 Andrea M. Fernandez-Jackson
9 Anthony S. Filer Jr.

Attorneys for Plaintiff Juan Salvador Villanueva

10
11 Dated: 11/7/2022
12 _____

JULANDER, BROWN & BOLLARD

13 By: 
14 Dirk O. Julander
15 M. Adam Tate

16
17 Attorneys for Defendants La Carreta
18 Supermarkets, Inc.
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

***VILLANUEVA V. LA CARRETA SUPERMARKETS, INC.
ORANGE COUNTY COURT CASE NO. 30-2020-01166375-CU-OE-CXC***

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

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY LA CARRETA SUPERMARKETS, INC. AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING OCTOBER 21, 2016 AND ENDING ON DATE OF PRELIMINARY APPROVAL, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Juan Salvador Villanueva, Class Representative Yesenia Bermudez, and Class Representative Isabel Herrera on behalf of themselves and the below-defined Class Members (“Plaintiffs”), and Defendant La Carreta Supermarkets, Inc. (“Defendant”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendant (1) failed to provide required meal breaks; (2) failed to provide required rest breaks (3) failed to maintain accurate wage statements; (4) failed to pay timely wages upon termination; (5) engaged in unlawful business practices and (6) minimum and overtime wages. Plaintiffs also assert a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendant. Defendant denies and continue to deny all of Plaintiffs’ claims, and maintain that they have complied with all applicable laws and regulations. Defendant has entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendant in California as a non-exempt employee during the period from October 21, 2016 to date of preliminary approval as well as PAGA Payments based on the pay periods you performed work for Defendant in California as a non-exempt employee during the period from October 21, 2019 to date of preliminary approval.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on October 21, 2016 to date of preliminary approval. If you are a PAGA Group Member,

	you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on October 21, 2016 to date of preliminary approval is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location] .

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On [insert preliminary approval date], the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on October 21, 2016 to date of preliminary approval (the “Class Period”). According to Defendant’s records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as a case captioned *Juan Salvador Villanueva v. La Carreta Supermarkets, Inc.*, in the Superior Court of California for the County of Orange (the “Actions”). Juan Salvador Villanueva, Class Representative Yesenia Bermudez, and Class Representative Isabel Herrera are the Plaintiffs, and the company they sued, La Carreta Supermarkets, Inc. is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiffs are former non-exempt employees of Defendant. They allege that Defendant failed to pay all wages, did not provide proper meal or rest breaks, failed to provide compliant wage statements, failed to timely pay wages at termination, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that they and the Class Members are entitled to recover wages, unpaid meal and rest period premiums, interest, and statutory and civil penalties. Defendant denies that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiffs and the Class Members were properly and timely compensated and provided all wages, proper meal and rest breaks and wages upon termination. However, both Plaintiffs and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Juan Salvador Villanueva, Class Representative Yesenia Bermudez, and Class Representative Isabel Herrera) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On [insert date], the Honorable Lon F. Hurwitz issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on October 21, 2016 to date of preliminary approval as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from October 21, 2019 to date of preliminary approval as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant's policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant deny all of the claims asserted in the Action and deny that they have violated any laws. Plaintiffs and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Five Hundred and Eighty Thousand Dollars and Zero Cents (\$580,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed One-Hundred and Ninety-Three Thousand and Three Hundred and Fourteen Dollars and Zero Cents (\$193,314.00), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed \$40,000.00), a Class Representative Service Award to Plaintiff Juan Salvador Villanueva in the amount of (\$5,000) for their services, a Class Representative Service Award to Class Representative Yesenia Bermudez in the amount of (\$5,000) for their services, a Class Representative Service Award to Class Representative Isabel Herrera in the amount of (\$5,000) for their services, the PAGA Settlement Amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) from which 75% or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be payment of to the State of California Labor and Workforce Development Agency for alleged penalties and 25% or Five Thousand Dollars and Zero Cents (\$5,000.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, IYLM Group, Inc. (estimated not to exceed \$10,000.00), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid from the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendant.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

[Net Settlement Amount ÷ Total Qualified Workweeks for all Participating Class Members] x Participating Class Member's Individual Qualified Workweeks = estimated Individual Settlement Payment

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 20% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents and 80% shall be reported as non-wage interest and penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee ("PAGA Group Members") will also receive a PAGA Payment. "PAGA Payment" means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. "PAGA Settlement Amount" means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Twenty Thousand Dollars and Zero Cents (\$20,000.00). Fifteen Thousand Dollars and Zero Cents (\$15,000.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Five Thousand Dollars and Zero Cents (\$5,000.00) shall be distributed to PAGA Group Members as their PAGA Payment. The "PAGA Period" is the period of time from October 21 2019, through date of preliminary approval. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member's PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Five Thousand Dollars and Zero Cents (\$5,000.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member's number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member's PAGA Payment. "Qualified PAGA Pay Periods" means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt employee.

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may submit supporting evidence to the Settlement Administrator. Defendant's records will be presumed determinative.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is _____. The total number of pay periods you worked in California for Defendant as a non-exempt employee during the PAGA Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$_____, less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$_____.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, or which could have been alleged in the Complaint, including but not limited to causes of action for failure to provide minimum wages, for failure to provide overtime wages, for failure to provide meal periods, and applicable provisions of the relevant Industrial Wage Order; failure to permit rest breaks, and applicable provisions of the relevant Industrial Wage Order; failure to provide accurate itemized wage statements, and applicable provisions of the relevant Industrial Wage Order; failure to pay all wages due upon separation of employment, and applicable provisions of the relevant Industrial Wage Order; and applicable provisions of the relevant Industrial Wage Order; violation of California Business and Professions Code §§17200, *et seq.*, Plaintiffs also assert a claim for civil penalties under the Private Attorneys General Act ("PAGA") based on the foregoing alleged violations by Defendant based on the preceding claims against Defendant (the "Released Parties"). The PAGA Group Member will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant make payment to the Settlement Administrator. Defendant have within (b) thirty days after the Court signs the Final order to make the full payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted

will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before [+60 days from date of mailing], you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

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
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested thirty-five percent (33.33%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$193,314.00) plus actual litigation costs and expenses (not to exceed \$40,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agree to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Juan Salvador Villanueva, up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Class Representative Yesenia Bermudez, and up to Five Thousand Dollars and Zero Cents (\$5,000.00)

to Class Representative Isabel Herrera as an Enhancement Award for their participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Fifteen Thousand Dollars and Zero Cents (\$15,000) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing on [insert time/date] in Department CX103 of the **Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as Exhibit X to the Declaration of Armond M. Jackson in Support of Plaintiffs Juan Salvador Villanueva's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on [INSERT DATE]. The case is assigned to Department CX103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://cap.sb-court.org/> and select "Case Search"

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]
[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-

date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is [insert settlement website]

Please do not contact the Court for more information about the Settlement.

EXHIBIT B

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

VILLANUEVA V. LA CARRETA SUPERMARKETS, INC.
ORANGE COUNTY COURT CASE NO. 30-2020-01166375-CU-OE-CXC

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE
TO RECEIVE YOUR PORTION OF THE SETTLEMENT AMOUNT,
DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE
SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE
ADDRESS BELOW, POSTMARKED NO LATER THAN _____.

VILLANUEVA V. LA CARRETA SUPERMARKETS, INC. ADMINISTRATOR

(Administrator's Address)
(Administrator's Telephone Number)
(Administrator's Facsimile Number)

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to be **excluded** from the class and **not** to participate in the proposed class action settlement. I understand this means that I will not be bound by the settlement and also **will not receive any settlement payments**. I also understand that I will be bound by the agreement concerning PAGA claims and cannot exclude myself from the PAGA settlement. I will also receive a payment for the resolution of the PAGA claims even if I exclude myself from the class claims.

Dated: _____, 2022.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)

Villanueva v. La Carreta Settlement Agreement -FINAL

Final Audit Report

2022-10-31

Created:	2022-10-31
By:	Armond Jackson (yvillalba@jacksonapc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8g79U-wyXtUQjee1Z1Vb3DeRkncHBvU_

"Villanueva v. La Carreta Settlement Agreement -FINAL" History

-  Document created by Armond Jackson (yvillalba@jacksonapc.com)
2022-10-31 - 5:28:03 PM GMT- IP address: 98.191.204.8
-  Document emailed to jcy4162@yahoo.com for signature
2022-10-31 - 5:28:55 PM GMT
-  Email viewed by jcy4162@yahoo.com
2022-10-31 - 5:48:57 PM GMT- IP address: 166.196.75.99
-  Signer jcy4162@yahoo.com entered name at signing as Yesenia Bermudez
2022-10-31 - 5:51:24 PM GMT- IP address: 166.196.75.99
-  Document e-signed by Yesenia Bermudez (jcy4162@yahoo.com)
Signature Date: 2022-10-31 - 5:51:26 PM GMT - Time Source: server- IP address: 166.196.75.99
-  Agreement completed.
2022-10-31 - 5:51:26 PM GMT

EXHIBIT B

October 9, 2020

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JACKSON APC

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218

Armond M. Jackson
ajackson@jlaw-pc.com

October 9, 2020

Sent By Certified Mail to La Carreta Supermarkets, Inc.

Submitted Via Online to Labor and Workforce Development Agency

La Carreta Supermarkets, Inc.

4637 E. Chapman Avenue
Orange, California 92869

**Maria E. Navarro Agent for Service of
Process for La Carreta Supermarkets, Inc.**

9912 E. Colony Grove Lane
Villa Park, California 92861

**Labor and Workforce Development
Agency**

Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 9, 226.3,
226.7, 512, 558
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
Nos. 7-2001, Nos. 8-2001 (“Wage Orders 7 and 8”), Sections 3, 7, 11 and 12
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Villanueva v. La Carreta Supermarkets, Inc. et al.

Dear La Carreta Supermarkets, Inc. and Maria E. Navarro:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f), which provides notice to the PAGA Administrator, La Carreta Supermarkets, Inc., Maria E. Navarro by Juan Savlador Villanueva (“Mr. Villanueva”) (referred to herein collectively as “Plaintiff”) on behalf of all California aggrieved current and aggrieved former similarly situated employees of La Carreta Supermarkets, Inc. (collectively referred to herein as “LCS” “Defendant”

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218
Jackson Law, P.C.

October 9, 2020

Page 2 of 5

or “Defendants”), a private right of action under the Private Attorney General Act (PAGA) of 2004.

As a prerequisite to prosecuting this private action in superior court, Mr. Villanueva is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jlaw-pc.com.

Facts and Theories

Defendant is a supermarket offering products to its customers.

This letter encompasses violations for all of Defendant’s California employees entitled to the California Labor code protections within this letter. Similarly situated employees and aggrieved employees are hourly employees in California that have been subjected to the practices, policies, and procedures associated with the alleged Labor Code violations, including bakers, general laborers, clerks, cashiers and all other non-exempt employees working for Defendant in California.

Plaintiff worked for Defendant as an hourly worker in California. Plaintiff worked as a general laborer that performed many duties such as baking and assisting customers that shopped at Defendant.

Furthermore, Plaintiff and other aggrieved employees were not provided with all proper 30 minute duty-free uninterrupted meal periods each five hours of their working shifts that they were entitled to when they worked over five and ten hour shifts as the meal breaks were either interrupted, short, on-premises, late or not taken at all approximately estimated at 10 to 15 shifts per person per month.

Furthermore, Plaintiff and other aggrieved employees were not provided with all proper 10 minute duty-free uninterrupted rest periods each four hours or majority fraction thereof during their working shifts as the rest breaks were either interrupted, short, on-premises, late or not taken at all approximately estimated at 10 to 15 shifts per person per month.

The Defendant has violated California Labor Code sections 226.7, 512, and Wage Orders 3, 7 and 8, Sections 7, 11 and 12 and any other applicable wage orders. Other similarly situated employees at the Defendant was under the same conditions as Plaintiff.

Additionally, Defendant failed to compensate Plaintiffs and similarly situated employees for vacation time upon resignation, termination or end of employment in violation of California Labor Code sections 201, 202 and 203.

Moreover, Defendant failed to incorporate Plaintiff’s premium wages and hours worth of work, and applicable rates for all hours worked on their wage statements as required by California Labor Code section 226(a) 1-2, 4-5, and 9. All other similarly situated employees were subjected

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218

Jackson Law, P.C.

October 9, 2020

Page 3 of 5

to the same working conditions as Plaintiff, such as not being provided with their entitled meal breaks depicting their wages for vacation benefits thereby failing to include net wages earned, gross wages earned, applicable hourly rates for all hours worked and actual hours worked or premium wages earned on their wage statements.

By virtue of not authorizing or permitting Plaintiffs and all other similarly situated employees to take their entitled meal breaks, failing to incorporate hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, hours worked at the applicable hourly rate and deductions that should have been taken out for failing to include premium wages for meal break violations, Defendant violated California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8-9, 226.2, 226.3, 226.7, 512, 558, and Wage Orders 7, and 8, Sections 3, 7, 11 and 12.

Violation of California Labor Code Sections 226.2, 226.7, 512, 1198 and Wage Orders 7 and 8, Sections 7, 11 12

An employer must provide rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order Nos. 7-2001, Nos. 7-2001, (hereinafter “Wage Orders 7 and 8”) covering the various industries comprising of Defendant’s employees.

Under these circumstances, Plaintiff’s position at Defendant falls within Wage Orders 7 and 8 as Defendant employed Plaintiff as a non-exempt employees. Thus, below all sections and subsections that pertain to California Wage Orders 7 and 8 are applicable to Plaintiff and all similarly situated aggrieved employees that were employed or remain employed by Defendant.

California Labor Code sections 226.7, 512 and Wage Orders 7 and 8, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 7 and 8, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. As described above, Plaintiff and other similarly situated employees regularly worked above five, six and ten hour shifts and were not provided legally entitled meal breaks every five hours nor were they compensated premium wages for working through their meal breaks.

California Labor Code sections 226.7, Wage Orders 7 and 8, Section 12, requires employers to provide employees with uninterrupted rest breaks for 10 minutes every 4 hours or major fraction thereof. California Labor Code sections 226.7, Wage Orders 7 and 8, Section 12 requires every employer to provide its employees with uninterrupted rest breaks for 10 minutes every 4 hours or majority fraction thereof. As described above, Plaintiff and other similarly situated employees regularly worked above four hour shifts and were not provided legally entitled

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Jackson Law, P.C.

October 9, 2020

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rest breaks every four hours or majority thereof and not compensated for premium wages for these rest break violations.

Plaintiff and other similarly situated employees did not receive their entitled uninterrupted legally entitled timely meal breaks pursuant to California Labor Code sections 226.7, 512, Wage Orders 7 and 8, Sections 11 during their employment at Defendant while regularly working above 5, 6 and 7.5 hour shifts.

Wage Orders 1, 4, 7, 9,, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation and social security number,” “[time records showing when the employee begins and ends each work period,” “[m]eal periods,” and [t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendant failed to record “meal periods” as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendant failed to incorporate the extra hour’s worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 7 and 8, Section -7- Record.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Conclusion

Pursuant to the above stated facts, it is Plaintiff’s theory that Defendant is in violation of Labor Code Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 9, 226.3, 226.7, 512, 558, and Wage Orders 7 and 8, Sections 7, 11 and 12. It is Plaintiff’s contention that all similarly situated employees at Defendant are subjected to all of the above mentioned violations as Defendant’s employees.

October 9, 2020
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Sincerely,
Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

JACKSON APC

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218

Armond M. Jackson
ajackson@jlaw-pc.com

October 21, 2020

Sent By Certified Mail to La Carreta Supermarkets, Inc.

Submitted Via Online to Labor and Workforce Development Agency

La Carreta Supermarkets, Inc.

4637 E. Chapman Avenue
Orange, California 92869

**Maria E. Navarro Agent for Service of
Process for La Carreta Supermarkets, Inc.**

9912 E. Colony Grove Lane
Villa Park, California 92861

**Labor and Workforce Development
Agency**

Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**AMENDED PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 9, 226.3,
226.7, 512, 558
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
Nos. 7-2001, Nos. 8-2001 (“Wage Orders 7 and 8”), Sections 3, 7, 11 and 12
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Villanueva v. La Carreta Supermarkets, Inc. et al.

Dear La Carreta Supermarkets, Inc. and Maria E. Navarro:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f), which provides notice to the PAGA Administrator, La Carreta Supermarkets, Inc., by Juan Salvador Villanueva (“Mr. Villanueva”) (referred to herein collectively as “Plaintiff”) on behalf of all California aggrieved current and aggrieved former similarly situated employees of La Carreta Supermarkets, Inc. (collectively referred to herein as “LCS” “Defendant” or

October 21, 2020

Page 2 of 5

“Defendants”), a private right of action under the Private Attorney General Act (PAGA) of 2004. This is an amended letter.

As a prerequisite to prosecuting this private action in superior court, Mr. Villanueva is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jlaw-pc.com.

Facts and Theories

Defendant is a supermarket offering products to its customers.

This letter encompasses violations for all of Defendant’s California employees entitled to the California Labor code protections within this letter. Similarly situated employees and aggrieved employees are hourly employees in California that have been subjected to the practices, policies, and procedures associated with the alleged Labor Code violations, including bakers, general laborers, clerks, cashiers and all other non-exempt employees working for Defendant in California.

Plaintiff worked for Defendant as an hourly worker in California. Plaintiff worked as a general laborer that performed many duties such as baking and assisting customers that shopped at Defendant.

Furthermore, Plaintiff and other aggrieved employees were not provided with all proper 30 minute duty-free uninterrupted meal periods each five hours of their working shifts that they were entitled to when they worked over five and ten hour shifts as the meal breaks were either interrupted, short, on-premises, late or not taken at all approximately estimated at 10 to 15 shifts per person per month.

Furthermore, Plaintiff and other aggrieved employees were not provided with all proper 10 minute duty-free uninterrupted rest periods each four hours or majority fraction thereof during their working shifts as the rest breaks were either interrupted, short, on-premises, late or not taken at all approximately estimated at 10 to 15 shifts per person per month.

The Defendant has violated California Labor Code sections 226.7, 512, and Wage Orders 3, 7 and 8, Sections 7, 11 and 12 and any other applicable wage orders. Other similarly situated employees at the Defendant was under the same conditions as Plaintiff.

Additionally, Defendant failed to compensate Plaintiffs and similarly situated employees for vacation time upon resignation, termination or end of employment in violation of California Labor Code sections 201, 202 and 203.

Moreover, Defendant failed to incorporate Plaintiff’s premium wages and hours worth of work, and applicable rates for all hours worked on their wage statements as required by California Labor Code section 226(a) 1-2, 4-5, and 9. All other similarly situated employees were subjected

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Jackson Law, P.C.

October 21, 2020

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to the same working conditions as Plaintiff, such as not being provided with their entitled meal breaks depicting their wages for vacation benefits thereby failing to include net wages earned, gross wages earned, applicable hourly rates for all hours worked and actual hours worked or premium wages earned on their wage statements.

By virtue of not authorizing or permitting Plaintiffs and all other similarly situated employees to take their entitled meal breaks, failing to incorporate hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, hours worked at the applicable hourly rate and deductions that should have been taken out for failing to include premium wages for meal break violations, Defendant violated California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8-9, 226.2, 226.3, 226.7, 512, 558, and Wage Orders 7, and 8, Sections 3, 7, 11 and 12.

Violation of California Labor Code Sections 226.2, 226.7, 512, 1198 and Wage Orders 7 and 8, Sections 7, 11 12

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Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order Nos. 7-2001, Nos. 7-2001, (hereinafter “Wage Orders 7 and 8”) covering the various industries comprising of Defendant’s employees.

Under these circumstances, Plaintiff’s position at Defendant falls within Wage Orders 7 and 8 as Defendant employed Plaintiff as a non-exempt employees. Thus, below all sections and subsections that pertain to California Wage Orders 7 and 8 are applicable to Plaintiff and all similarly situated aggrieved employees that were employed or remain employed by Defendant.

California Labor Code sections 226.7, 512 and Wage Orders 7 and 8, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 7 and 8, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. As described above, Plaintiff and other similarly situated employees regularly worked above five, six and ten hour shifts and were not provided legally entitled meal breaks every five hours nor were they compensated premium wages for working through their meal breaks.

California Labor Code sections 226.7, Wage Orders 7 and 8, Section 12, requires employers to provide employees with uninterrupted rest breaks for 10 minutes every 4 hours or major fraction thereof. California Labor Code sections 226.7, Wage Orders 7 and 8, Section 12 requires every employer to provide its employees with uninterrupted rest breaks for 10 minutes every 4 hours or majority fraction thereof. As described above, Plaintiff and other similarly situated employees regularly worked above four hour shifts and were not provided legally entitled

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218

Jackson Law, P.C.

October 21, 2020

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rest breaks every four hours or majority thereof and not compensated for premium wages for these rest break violations.

Plaintiff and other similarly situated employees did not receive their entitled uninterrupted legally entitled timely meal breaks pursuant to California Labor Code sections 226.7, 512, Wage Orders 7 and 8, Sections 11 during their employment at Defendant while regularly working above 5, 6 and 7.5 hour shifts.

Wage Orders 1, 4, 7, 9,, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation and social security number,” “[time records showing when the employee begins and ends each work period,” “[m]eal periods,” and [t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendant failed to record “meal periods” as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendant failed to incorporate the extra hour’s worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 7 and 8, Section -7- Record.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Conclusion

Pursuant to the above stated facts, it is Plaintiff’s theory that Defendant is in violation of Labor Code Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 9, 226.3, 226.7, 512, 558, and Wage Orders 7 and 8, Sections 7, 11 and 12. It is Plaintiff’s contention that all similarly situated employees at Defendant are subjected to all of the above mentioned violations as Defendant’s employees.

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Sincerely,
Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT C

October 28, 2022

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JACKSON APC

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218

Armond M. Jackson
ajackson@jlaw-pc.com

October 28, 2022

Sent By Certified Mail to La Carreta Supermarkets, Inc.

Submitted Via Online to Labor and Workforce Development Agency

La Carreta Supermarkets, Inc.

4637 E. Chapman Avenue
Orange, California 92869

**Maria E. Navarro Agent for Service of
Process for La Carreta Supermarkets, Inc.**

9912 E. Colony Grove Lane
Villa Park, California 92861

**Labor and Workforce Development
Agency**

Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**SECOND AMENDED PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 9, 226.3,
226.7, 510, 512, 558, 1194
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
Nos. 7-2001, Nos. 8-2001 (“Wage Orders 7 and 8”), Sections 3, 7, 11 and 12
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Villanueva v. La Carreta Supermarkets, Inc. et al. (LWDA No. 809201-20)

Dear La Carreta Supermarkets, Inc. and Maria E. Navarro:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f), which provides notice to the PAGA Administrator, La Carreta Supermarkets, Inc., by Juan Salvador Villanueva (“Mr. Villanueva”) (referred to herein collectively as “Plaintiff”) on behalf of all California aggrieved current and aggrieved former similarly situated employees of La Carreta Supermarkets, Inc. (collectively referred to herein as “LCS” “Defendant” or

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218
Jackson Law, P.C.

October 28, 2022

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“Defendants”), a private right of action under the Private Attorney General Act (PAGA) of 2004. This is an amended letter.

As a prerequisite to prosecuting this private action in superior court, Mr. Villanueva is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jacksonapc.com.

Facts and Theories

Defendant is a supermarket offering products to its customers.

This letter encompasses violations for all of Defendant’s California employees entitled to the California Labor code protections within this letter. Similarly situated employees and aggrieved employees are hourly employees in California that have been subjected to the practices, policies, and procedures associated with the alleged Labor Code violations, including bakers, general laborers, clerks, cashiers and all other non-exempt employees working for Defendant in California.

Plaintiff worked for Defendant as an hourly worker in California. Plaintiff worked as a general laborer that performed many duties such as baking and assisting customers that shopped at Defendant.

Furthermore, Plaintiff and other aggrieved employees were not provided with all proper 30 minute duty-free uninterrupted meal periods each five hours of their working shifts that they were entitled to when they worked over five and ten hour shifts as the meal breaks were either interrupted, short, on-premises, late or not taken at all approximately estimated at 10 to 15 shifts per person per month.

Furthermore, Plaintiff and other aggrieved employees were not provided with all proper 10 minute duty-free uninterrupted rest periods each four hours or majority fraction thereof during their working shifts as the rest breaks were either interrupted, short, on-premises, late or not taken at all approximately estimated at 10 to 15 shifts per person per month.

The Defendant has violated California Labor Code sections 226.7, 512, and Wage Orders 3, 7 and 8, Sections 7, 11 and 12 and any other applicable wage orders. Other similarly situated employees at the Defendant was under the same conditions as Plaintiff.

Additionally, Defendant failed to compensate Plaintiffs and similarly situated employees for vacation time upon resignation, termination or end of employment in violation of California Labor Code sections 201, 202 and 203.

Defendants also subjected Plaintiff and aggrieved employees to call-in to check their schedule for the upcoming week without compensation. Defendants also subjected Plaintiff and

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aggrieved employees to off-the-clock work by virtue of having to report to work early without being permitted to clock-in.

Moreover, Defendant failed to incorporate Plaintiff's premium wages and hours worth of work, and applicable rates for all hours worked on their wage statements as required by California Labor Code section 226(a) 1-2, 4-5, and 9. All other similarly situated employees were subjected to the same working conditions as Plaintiff, such as not being provided with their entitled meal breaks depicting their wages for vacation benefits thereby failing to include net wages earned, gross wages earned, applicable hourly rates for all hours worked and actual hours worked or premium wages earned on their wage statements.

By virtue of not authorizing or permitting Plaintiffs and all other similarly situated employees to take their entitled meal breaks, failing to incorporate hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, hours worked at the applicable hourly rate and deductions that should have been taken out for failing to include premium wages for meal break violations, Defendant violated California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8-9, 226.2, 226.3, 226.7, 510, 512, 558, 1194, and Wage Orders 7, and 8, Sections 3, 7, 11 and 12.

Violation of California Labor Code sections 510 and 1194-Failure to Provide Minimum Wages and Overtime Wages

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code §1194) Plaintiff and aggrieved employees were required to report to the worksite early without being permitted to clock-in. Moreover, Plaintiff and aggrieved employees would be required to call-in to work to determine when they were scheduled to work without being paid this reporting time resulting in off-the-clock work.

Violation of California Labor Code Sections 226.2, 226.7, 512, 1198 and Wage Orders 7 and 8, Sections 7, 11 12

An employer must provide rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order Nos. 7-2001, Nos. 7-2001, (hereinafter "Wage Orders 7 and 8") covering the various industries comprising of Defendant's employees.

Under these circumstances, Plaintiff's position at Defendant falls within Wage Orders 7 and 8 as Defendant employed Plaintiff as a non-exempt employees. Thus, below all sections and subsections that pertain to California Wage Orders 7 and 8 are applicable to Plaintiff and all similarly situated aggrieved employees that were employed or remain employed by Defendant.

California Labor Code sections 226.7, 512 and Wage Orders 7 and 8, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 7 and 8, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. As described above, Plaintiff and other similarly situated employees regularly worked above five, six and ten hour shifts and were not provided legally entitled meal breaks every five hours nor were they compensated premium wages for working through their meal breaks.

California Labor Code sections 226.7, Wage Orders 7 and 8, Section 12, requires employers to provide employees with uninterrupted rest breaks for 10 minutes every 4 hours or major fraction thereof. California Labor Code sections 226.7, Wage Orders 7 and 8, Section 12 requires every employer to provide its employees with uninterrupted rest breaks for 10 minutes every 4 hours or majority fraction thereof. As described above, Plaintiff and other similarly situated employees regularly worked above four hour shifts and were not provided legally entitled rest breaks every four hours or majority thereof and not compensated for premium wages for these rest break violations.

Plaintiff and other similarly situated employees did not receive their entitled uninterrupted legally entitled timely meal breaks pursuant to California Labor Code sections 226.7, 512, Wage Orders 7 and 8, Sections 11 during their employment at Defendant while regularly working above 5, 6 and 7.5 hour shifts.

Wage Orders 1, 4, 7, 9., Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation and social security number,” “[time records showing when the employee begins and ends each work period,” “[m]eal periods,” and [t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendant failed to record “meal periods” as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendant failed to incorporate the extra hour’s worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 7 and 8, Section -7- Record.

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Violation of California Labor Code Section 558

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Conclusion

Pursuant to the above stated facts, it is Plaintiff's theory that Defendant is in violation of Labor Code Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 9, 226.3, 226.7, 510, 512, 558, 1194, and Wage Orders 7 and 8, Sections 7, 11 and 12. It is Plaintiff's contention that all similarly situated employees at Defendant are subjected to all of the above mentioned violations as Defendant's employees.

Sincerely,
Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT D