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11 Attorneys for Defendant READY ROAST NUT COMPANY, L.L.C.,
12 A California Limited Liability Company

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF MADERA**

15 * * *

16 MAGALI MARTINEZ, as an individual and)
17 on behalf of all others similarly situated,)

18 Plaintiff,)

19 vs.)

20 READY ROAST NUT COMPANY, L.L.C.,)
21 a California limited liability company; and)
22 DOES 1 through 100, inclusive,)
23 Defendants.)

Case No. MCV084692

DECLARATION OF THOMAS J. FINN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT

24 I, Thomas J. Finn, hereby declare:

25 1. I am a managing member of READY ROAST NUT COMPANY, L.L.C.
26 (“Defendant” and “READY ROAST”). The facts set forth herein are personally known to me, and
27 if called and sworn as a witness, I could and would competently testify thereto.

28 2. I make this declaration on behalf of READY ROAST on whose behalf I am
authorized to speak on the matters stated herein.

3. In or about September of 2020, READY ROAST concluded a transaction by
which it sold its assets to Severn Peanut Company, Inc., a North Carolina corporation. The sale,

1 for most purposes, closed effective midnight on September 27, 2020, at which time READY
2 ROAST ceased plant operations.

3 4. With the cessation of business by READY ROAST it was necessary to pay
4 existing debts, which did not at the time include any lawsuits.

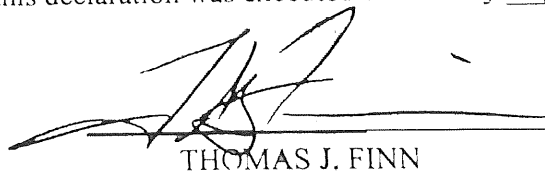
5 5. At the time of the mediation of above-captioned lawsuit, although most of
6 READY ROAST's debts had been paid, either in full or as compromised, what was left with
7 READY ROAST was an account balance of \$468,549.17, that was still subject to additional
8 liquidated claims, and a relatively significant unliquidated claim READY ROAST was
9 attempting to negotiate.

10 6. READY ROAST which had this, and another pending lawsuit, also filed well
11 after READY ROAST closed, was expending the money it had left on, in addition to resolving
12 all non-litigation claims, the cost of litigation.

13 7. In an effort to resolve this action, and the related action, READY ROAST has
14 exhausted its funds and has no additional funds with which to settle this action even assuming,
15 which READY ROAST denies, that it has liability.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct and that this declaration was executed on January 8, 2023.

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THOMAS J. FINN