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Attorneys for Plaintiff Guillaume Diaz on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GUILLAUME DIAZ, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

SAN FERNANDO VALLEY PRODUCE
& DELI, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 21VECV00704

*Assigned to the Honorable Shirley K. Watkins,
Department T*

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF UNOPPOSED MOTION
FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES, COSTS,
GENERAL RELEASE PAYMENT, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES, AND
DISMISSING ACTION WITH PREJUDICE**

Date: October 10, 2022

Time: 8:30 AM

Dept.: T

RESERVATION ID: 516248169961

Complaint Filed: May 27, 2021

Trial Date: None

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Guillaume Diaz (“Plaintiff”) in this
4 action. I have personal knowledge of the facts set forth herein and if called as a witness to testify
5 to them, I could and would do so competently.

6 **Counsel’s Experience and Recommendation:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies
12 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &
14 Gaines, APLC. Our practice specializes in litigation, with an emphasis in employment disputes
15 like this one. Over 95% of my practice is devoted to complex employment litigation similar to the
16 instant action.

17 5. My firm has represented employees in complex employment matters such as this
18 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
19 Court-approved class and representative counsel in hundreds of class and representative action
20 matters since my admission to the Bar. Attached hereto as **Exhibit A** is a true and correct list of
21 the cases in which I have represented employees in wage and hour matters been appointed as class
22 and representative counsel.

23 **Background and Procedural History**

24 6. On March 22, 2021, pursuant to Labor Code § 2699.3, Plaintiff gave written notice
25 by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified
26 mail, return receipt requested, to Defendant San Fernando Valley Produce & Deli, Inc.
27 (“Defendant”) of the specific provisions of the Labor Code alleged to have been violated, including
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1 the facts and theories to support the alleged violation. On May 27, 2021, and after the LWDA
2 declined to take action within the statutorily permissible time with respect to Plaintiff's March 22,
3 2021 letter, Plaintiff filed his representative action complaint in this Court. On August 1, 2022,
4 Plaintiff filed his First Amended Representative Action Complaint.

5 7. A true and correct copy of the notice letter to the LWDA is attached hereto as
6 **Exhibit B.**

7 8. Defendant operates three supermarkets in Southern California.

8 9. Defendant employed Plaintiff as a non-exempt employee from August 2020 through
9 November 2020. The Aggrieved Employees are all persons who worked for Defendant in California
10 as an hourly and/or non-exempt employee at any time from March 22, 2020 through March 3, 2022.

11 10. Plaintiff asserts claims that Defendant failed to provide legally compliant rest breaks
12 to Plaintiff and Aggrieved Employees, in violation of Labor Code §§ 226.7 and 558, failed to
13 provide legally compliant meal breaks to Plaintiff and Aggrieved Employees, in violation of Labor
14 Code §§ 226.7, 512, and 558, failed to issue accurately itemized wage statements to Plaintiff and
15 Aggrieved Employees, in violation of Labor Code §§ 226(a) and 226.3 and failed to pay Plaintiff
16 and Aggrieved Employees all wages due at the separation of their employment, in violation of
17 Labor Code §§ 201-202. Plaintiff asserts these claims under PAGA, seeking civil penalties for the
18 alleged Labor Code violations.

19 **Compliance with Procedural Requirements of PAGA:**

20 11. My office, on behalf of Plaintiff, submitted the PAGA Settlement Agreement (the
21 "Settlement Agreement"), together with this Motion and all supporting documents, to the LWDA
22 via online upload on August 18, 2022, concurrently with the filing of this Motion.

23 **Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:**

24 12. My office engaged in targeted, informal discovery of Defendant's alleged Labor
25 Code violations, which specifically targeted evaluating the strength and value of the PAGA claims
26 in preparation for a resolution of this Action.

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13. We obtained and reviewed multiple documents, including (i) Plaintiff's employee file and wage statements, (ii) policy documents relating to the employment of Plaintiff and other aggrieved employees, and (iii) data relating to the number of alleged violations and the value of the recoverable penalties, including time and payroll data. The major issue in this case was whether Defendant failed to issue complete and accurate wage statements by not setting forth an employee identification number or Social Security Number. Defendant proffered data and documents evidencing that only 805 out of 3,869 wage statements issued may have been subject to such a practice. Attached hereto as **Exhibit C** is a true and correct copy of the Declaration of Raja Assily which attests to this fact.

14. Based on the information received, as well as through discussions with Defendant's Counsel, my office was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employee" for the relevant statutory period, and (ii) construct a damage model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendant within the PAGA Period based on employee timekeeping and payroll data produced by Defendant. Defendant, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff. Based on the information received, as well as through discussions with Defendant's counsel, my office was able to ascertain (i) the size of the aggrieved employee group, (ii) the number of affected pay periods at issue among them, and (iii) the strength of Plaintiff's claims.

15. On March 3, 2022, the Parties participated in a mediation session with a respected mediator, attorney Marc J. Feder. During the mediation, the parties engaged in arm's-length negotiations and reached a resolution of the PAGA claims asserted in this action. The Parties jointly prepared and executed the Settlement Agreement. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit D**.

Settlement Terms:

16. All non-exempt employees that performed work for Defendant during the PAGA Period will receive a pro rata share of the \$14,794.65 allocated to Aggrieved Employees, which

1 shall be distributed based on the number of pay periods each Aggrieved Employee worked for
2 Defendant in California during the PAGA Period.

3 17. Although these calculations will not be made until after approval, a rough estimation
4 of the value to the approximately 110 individuals falling within the definition of “Aggrieved
5 Employee” may be gleaned from the fact that an equal division would provide about \$134.50 to
6 each Aggrieved Employee, net of payments to the LWDA, the Settlement Administrator, attorney’s
7 fees, and costs. The LWDA will be paid a substantial \$44,383.93.

8 18. Phoenix Settlement Administrators, a reputable settlement administration company,
9 has agreed to administer the settlement for \$2,995, submitting a competitive bid.

10 19. This case addresses violations of important employee protections embodied in the
11 California Labor Code – namely, that Defendant failed to provide legally compliant rest breaks to
12 Plaintiff and Aggrieved Employees, in violation of Labor Code §§ 226.7 and 558, failed to provide
13 legally compliant meal breaks to Plaintiff and Aggrieved Employees, in violation of Labor Code
14 §§ 226.7, 512, and 558, failed to issue accurately itemized wage statements to Plaintiff and
15 Aggrieved Employees, in violation of Labor Code §§ 226(a) and 226.3, and failed to timely pay all
16 wages due to Plaintiff and Aggrieved Employees at the separation of their employment, in violation
17 of Labor Code §§ 201-202. Defendant’s maximum theoretical exposure in this action for the 110
18 total Aggrieved Employees is approximately \$364,700, which is ascertained by multiplying the
19 total violations by \$100 each, as there is currently no California authority that provides for PAGA
20 penalties to be stacked. Attached hereto as **Exhibit E** is a true and correct copy of a damage analysis
21 prepared by Plaintiff’s expert.

22 20. Plaintiff’s strongest claim was his allegation that Defendant failed to issue complete
23 and accurate wage statements as they failed to include an employee identification number or Social
24 Security Number. This claim, however, only affected approximately 21% of the applicable pay
25 periods (805 out of a total 3,869 pay periods at issue exhibited this violation). A compromise was
26 required to resolve this claim at this juncture of the litigation.

1 21. As to Plaintiff's other claims for failing to provide legally compliant meal and rest
2 periods, discovery demonstrated that these claims lacked the strength of Plaintiff's wage statements
3 claim, apparently due to Defendant's compliant policies. Defendant evidenced through the
4 production of time and wage records and policy documents that it enforced meal and rest period
5 policies and practices which complied with California law. As a result, Plaintiff's other claims
6 were not strong; the settlement amount is a fair compromise considering the risks of continued
7 litigation in light of the strengths and weaknesses of Plaintiff's claims on behalf of himself and
8 other aggrieved employees. Because Plaintiff's waiting time penalty claims were wholly derivative
9 of his unpaid wage claims, and subject to independent defenses of their own, he was required to
10 compromise them as set forth in the Settlement Agreement

11 22. Defendant contends it acted within the requirements of California law at all times
12 as to all Aggrieved Employees. It further contends that not every pay period at issue – and no pay
13 periods at issue – involved an alleged Labor Code violation subject to civil penalties. Moreover,
14 it maintained that even if the Court did award penalties, the Court could and would substantially
15 reduce the penalties awarded based on the discretionary factors contained in Labor Code §
16 2699(e)(2).

17 23. Based on these disputes, which had the potential to completely eliminate Plaintiff's
18 recovery, the range of realistic "litigation outcomes" on the Plaintiff's PAGA claim was defined
19 by a "maximum possible liability" amount of approximately \$364,700, and a net-zero recovery
20 based on the defenses asserted by Defendant. Notwithstanding the existence of such issues, the
21 Settlement achieves a significant benefit – approximately 30% recovery of the maximum possible
22 liability. As such, this factor weighs very heavily in favor of resolution by way of the compromise
23 set forth in the Settlement.

24 **Attorneys' Fees:**

25 24. My office is submitting an attorney fee request of one-third of the PAGA Settlement
26 Sum (projected to be \$38,690). Based on a projected final lodestar of \$44,982.50, this yields a
27 "negative multiplier" of 1.16 under the projected \$38,690 fee request. The billing rates used to
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1 compute the lodestar are reasonable in view of the evidence submitted herewith. A true and correct
2 copy of my firm's time-task chart is attached hereto as **Exhibit F**.

3 25. As detailed in the first few paragraphs of this declaration, I have practiced law in
4 California since 2007 and most of that time has been dedicated exclusively to representing
5 employees in wage and hour matters, many of which have been litigated and resolved in the PAGA
6 and class action contexts. My reasonable hourly rate is \$650; this rate has been approved by judges
7 in this Court and throughout Southern California over the past year.

8 26. Mr. Katofsky is a highly skilled and experienced litigator with 21 years of
9 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of
10 Law. His hourly rate of \$700 reflects his extensive experience and education and comports to the
11 market rate. This rate has been approved by the Orange and Los Angeles County Superior Courts
12 over the past year.

13 27. Ms. Ardestani, formerly with the firm until November, 2021, is a ten-year lawyer
14 with experience in litigation matters, including employment law and class and representative
15 actions. She is a 2004 graduate of University of California, Los Angeles (B.A.), a 2009 graduate
16 of Whittier School of Law (J.D.), and a 2010 graduate of Santa Clara School of Law (L.L.M.). Her
17 hourly rate of \$550 reflects her extensive experience and education and comports to the market
18 rate. This rate has been approved by various courts over the past year.

19 28. Mr. Evan S. Gaines is a 2012 graduate of Michigan State University College of Law.
20 He graduated from the University of California, Santa Barbara in 2005. Evan has substantial
21 experience litigating wage and hour cases in California. His proffered hourly rate of \$575 has been
22 approved by the Orange and Los Angeles County Superior Courts over the past year.

23 29. This case was taken on a contingency basis with the real risk that my office would
24 receive no compensation whatsoever for our efforts. The potential costs which we can be required
25 to advance in wage and hour representative actions like this one are substantial. Furthermore, as
26 described above, my firm has extensive experience in representative action litigation, particularly
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1 in the employment context, and as detailed herein, the Aggrieved Employees and the State of
2 California reaped significant benefits. The success achieved by the Settlement supports my firm's
3 fee request.

4 30. This Court can undoubtedly appreciate that litigating a representative action case in
5 dynamic, ever-changing areas of law is not appealing to most lawyers, particularly when the
6 plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk in
7 the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a contingency
8 basis with the real risk that my office would receive no compensation whatsoever for our efforts.
9 The potential costs which we can be required to advance in wage and hour actions like this one are
10 substantial.

11 31. Notwithstanding the existence of issues having the potential to eliminate recovery
12 on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds typical
13 PAGA awards routinely approved by the courts, but it also recovers significant monies for
14 Aggrieved Employees which they otherwise would not receive.

15 32. Representative action work also requires specialized learning and the willingness to
16 take large risks. My office has extensive experience in wage and hour representative action
17 litigation, particularly in the employment context, as detailed herein.

18 33. Furthermore, as described above, the Aggrieved Employees and the State of
19 California reaped significant benefits. The success achieved by the Settlement supports my firm's
20 fee request.

21 34. A small firm like ours can only properly litigate a limited number of cases at one
22 time. The requirements of this case were significant. Had we not reached a settlement with
23 Defendant; the demands of this case would have required a significant portion of our resources.
24 We were precluded from taking other employment cases due to the demands of litigating this case.

25 **Counsel's Costs:**

26 35. My firm's total costs are \$9,206.42 and include, among other expenses, filing fees,
27 mediation fees, expert analysis fees, service of process fees, mailing charges, and other charges
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1 typical of litigation of this nature. A true and correct copy of an itemized list of costs incurred by
2 my firm in this action is attached hereto as **Exhibit G**. These costs were reasonably incurred in
3 litigating this matter.

4 **Plaintiff's General Release Payment:**

5 36. The Parties have agreed that Plaintiff will be paid a general release payment in the
6 amount of \$6,000. This payment is intended to recognize the time and effort that Plaintiff spent on
7 behalf of other Aggrieved Employees and the State and compensate him for his general release of
8 all claims against Defendant.

9 37. Without Plaintiff's efforts, there would be no recovery at all. The requested award
10 is appropriate to compensate Plaintiff for the risk and expense he incurred in conferring a benefit
11 on other of Defendant's employees and the State of California. As a result of the named Plaintiff's
12 efforts, Aggrieved Employees will receive monetary settlement payments, and the State of
13 California will receive \$44,383.93 to be put toward education about and enforcement of
14 California's labor laws.

15 38. Plaintiff is also entering into a full general release against Defendant and its
16 Released Parties, which is far broader than the release by other Aggrieved Employees. Specifically,
17 Aggrieved Employees are releasing only limited PAGA civil penalty claims, while Plaintiff is
18 releasing all claims which he asserts or could assert against Defendant. No other Aggrieved
19 Employee is subject to this broad form of release.

20 39. This broad release by Plaintiff was negotiated (and necessary) to resolve the Action.
21 Plaintiff threatened to assert his individual claims and Defendant required that they be resolved in
22 connection with the resolution of the Action. Without the resolution and release of Plaintiff's
23 individual claims, litigation would continue in a piecemeal fashion. Defendant is buying peace with
24 this settlement, such that its objectives would not be achieved absent the general release.

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1 I declare, under penalty of perjury, under the laws of the State of California, that the
2 foregoing is true and correct. Executed this 18th day of August 2022 at Westlake Village,
3 California.
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6 DANIEL F. GAINES
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EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

March 22, 2021

Via Certified Mail

Labor & Workforce Development Agency
By online submission

San Fernando Valley Produce & Deli, Inc.
1300 Woodland Grove Ct.
Westlake Village, CA 91362

Defendant mailed certified #70190700000201200438

Agent for Service of Process for San Fernando Valley Produce & Deli, Inc.
Ephram Nehme
1300 Woodland Grove Ct.
Westlake Village, CA 91362

Agent mailed certified #70190700000201200445

Re: ***Labor Code Violations of San Fernando Valley Produce & Deli, Inc. – Compliance
Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Guillaume Diaz, a former non-exempt California employee of San Fernando Valley Produce & Deli, Inc. ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed in Southern California. Herein, we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California employees ("Aggrieved Employees").

Our client alleges that Defendant failed to pay premium wages to him and other non-exempt Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 558 and IWC Wage Order 4-2001. Our client and non-exempt Aggrieved Employees were routinely not authorized and unable to take an off-duty, 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Our client and Aggrieved Employees were simply too busy to take their rest periods or would be required to work through them. This violates Labor Code §§ 226.7 and 558 and IWC Wage Order No. 4-2001.

Defendant failed to pay premium wages to our client and non-exempt Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 4-2001. Our client and non-exempt Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that

Labor & Workforce Development Agency
San Fernando Valley Produce & Deli, Inc.
Ephram Nehme
March 22, 2021
Page 2

exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration, but were not paid premium wages of one hour's pay for each missed first or second meal period. Frequently, our client and non-exempt Aggrieved Employees were denied meal periods altogether, they were forced to take them after the fifth hour of work (or tenth hour, in the case of second meal periods), and they were forced to take meal periods shorter than a non-interrupted 30 minutes in length. This violates Labor Code §§ 226.7, 512, 558 and IWC Wage Order 4-2001.

Our client also alleges that Defendant failed to issue accurately itemized wage statements to Aggrieved Employees, in violation of Labor Code §§ 226(a) and 226.3. As a result of Defendant's failure to pay our client and non-exempt Aggrieved Employees all meal and rest period wages due, as stated above, the wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), and net wages earned, in violation of Labor Code § 226(a)(5). Separately, the wage statements issued to our client and all Aggrieved Employees failed to set forth the last four digits of their social security number or an employee identification number, in violation of Labor Code §§ 226(a)(7) and 226.3. Instead, the entry is omitted entirely.

Our client further alleges that Defendant failed to pay him and other non-exempt Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and non-exempt Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202. Furthermore, Defendant failed to pay our client his final wages immediately on the date of his termination, in violation of Labor Code § 202. This is alleged on behalf of our client and other Aggrieved Employees.

The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early, amicable resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 
EVAN S. GAINES

EXHIBIT C

LightGabler

By: Jonathan Fraser Light (State Bar #101049)

Chandra A. Beaton (State Bar #225787)

Kathleen M. Fellows (State Bar #277139)

760 Paseo Camarillo, Suite 300

Camarillo, CA 93010

(805) 248-7208

(805) 248-7209 (fax)

jlight@lightgablerlaw.com

cbeaton@lightgablerlaw.com

kfellows@lightgablerlaw.com

Attorneys for Defendant

San Fernando Valley Produce & Deli, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – VAN NUYS COURTHOUSE EAST

GUILLAUME DIAZ, on behalf of
himself and all "aggrieved
employees" pursuant to Labor Code
§ 2698 *et seq.*,

Plaintiff,

vs.

SAN FERNANDO VALLEY
PRODUCE & DELI, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 21VECV00704

REPRESENTATIVE ACTION

DECLARATION OF RAJA ASSILY

Complaint Filed: May 27, 2021

Assigned To: Hon. Shirley K. Watkins

Department: T

Trial Date: Not set

I, Raja Assily, declare as follows:

1. I am over 18 years old. In my capacity as the General Manager of Defendant San Fernando Valley Produce & Deli, Inc. ("SFVP"), I have knowledge of the facts set forth herein based on my review of SFVP's business records and files. In addition, I make this declaration based upon my personal knowledge, or I am informed and believe that the matters stated herein are true. If called to testify as a witness, I could and would testify competently to the facts set forth in this declaration.

2. There are 109 PAGA Employee Group members. The total number of pay periods worked by the PAGA Employee Group members during the applicable PAGA period is 3,869. There were 805 wage statements issued to the PAGA Employee Group

1 members during the applicable PAGA period which do not set forth an employee
2 identification number or Social Security number.

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

5 Executed on March 22, 2022, at Reseda, California.

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8 RAJA ASSILY
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EXHIBIT D

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Guillaume Diaz v. San Fernando Valley Produce & Deli, Inc.
Los Angeles County Superior Court
Case Number 21VECV00704

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement (“Agreement” and “PAGA Settlement”).

This Agreement is made by and between Defendant San Fernando Valley Produce & Deli, Inc. (“Defendant”) and Plaintiff Guillaume Diaz (“Plaintiff”), for himself, Aggrieved Employees (defined below), and on behalf of the State of California. (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”) This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that all representative claims brought pursuant to PAGA in Los Angeles County Superior Court case number 21VECV00704 (the “Litigation” or “Action”) shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of One Hundred Sixteen Thousand Seventy Dollars (\$116,070.00) (hereinafter referred to as the “PAGA Settlement Sum”) for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff’s Counsel attorneys’ fees and costs in connection with this Agreement and a general release payment to Plaintiff. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

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

- (a) “Aggrieved Employees” means all individuals who worked for Defendant San Fernando Valley Produce & Deli, Inc. in California, as hourly and/or non-exempt employees at any time between March 22, 2020 and March 3, 2022.
- (b) “Complaint” means the operative Complaint filed by Plaintiff which asserts claims under PAGA predicated on underlying violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 512, and 558 and IWC Wage Order 4-2001.
- (c) “Court” means the Superior Court for the State of California, County of Los Angeles.

- (d) “Defense Counsel” or “Counsel for Defendant” is:

Jonathan Fraser Light, Esq.
Chandra A. Beaton, Esq.
Kathleen M. Fellows, Esq.
LIGHTGABLER
760 Paseo Camarillo, Suite 300
Camarillo, California 93010

- (e) “Effective Date” means the date the Court approves the settlement of the PAGA penalties as described in this Agreement and dismisses the Action with prejudice.

- (f) “Plaintiff’s Counsel” is:

Alex P. Katofsky, Esq.
Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362

- (g) “Release Period” means the time period March 22, 2020 through March 3, 2022.

Article II.

Background.

Section 2.01 Background.

- (a) On or about March 22, 2021, Plaintiff submitted a notice to the State of California Labor and Workforce Development Agency (“LWDA”), LWDA Case No. LWDA-CM-826659-21. On May 27, 2021, Plaintiff filed a Complaint in the Superior Court of the State of California for the County of Los Angeles, entitled *Guillaume Diaz v. San Fernando Valley Produce & Deli, Inc.*, Case No. 21VECV00704. The Litigation is brought by Guillaume Diaz, on behalf of himself, the State of California and other aggrieved employees, as a single representative cause of action pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) based on alleged violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 512, and 558 and IWC Wage Order 4-2001, premised on Defendant’s alleged failure to provide all meal and rest periods, or premium compensation in lieu thereof, timely pay wages due at separation of employment, and issue complete and accurate wage statements.
- (b) Through this litigation, the Parties have engaged in informal discovery, including a review of Plaintiff’s timekeeping and payroll records, pertinent policies and procedures, and information as to numbers of allegedly aggrieved employees and applicable PAGA periods. The Parties reached this PAGA Settlement only after such discovery and investigation was performed, following a mediation with Marc Feder, Esq. on March 3, 2022.

- (c) This PAGA Settlement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA claims and dismissing the Action with prejudice.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation and proposed order, or an unopposed motion, if required, an Order from the Court approving the payment of the PAGA Settlement Sum as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Settlement Sum as described in this Agreement.

The Court's approval of the payment of the PAGA Settlement Sum as described in this Agreement shall be embodied in a written Order, which shall be transmitted to the LWDA promptly upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Settlement Sum as described in this Agreement or decline to dismiss the Action, this Agreement shall be null and void and have no further effect, and all sums paid by Defendant, if any, shall be promptly returned to it.

Section 3.02 Settlement Payment Procedures.

(a) Payment of PAGA Settlement Sum and Notice to Aggrieved Employees.

- (1) Defendant agrees to pay a total amount of One Hundred Sixteen Thousand Seventy Dollars (\$116,070.00) to settle this matter. This amount, *i.e.*, the PAGA Settlement Sum, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all claims asserted in the Complaint, or that could have been asserted in the Complaint, by Plaintiff, on behalf of himself and the Aggrieved Employees. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the PAGA Settlement Sum in connection with this Agreement unless the escalator clause in paragraph 6.13 herein is invoked. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the PAGA Settlement Sum and the Parties' respective positions shall be restored to the same positions prior to mediation. Further, in that event, nothing in this Agreement, the negotiations leading to

this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Settlement Sum up to \$38,690 for the payment of Plaintiff's Counsel's fees, up to \$10,000 for the payment of Plaintiff's Counsel's costs, up to \$6,000 to Plaintiff for a general release payment, and up to \$5,000 to compensate the Parties' chosen Settlement Administrator. The Net Settlement Fund will be comprised of approximately \$56,380. Seventy-five percent (75%) of the Net Settlement Fund, or approximately \$42,285, shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Fund, or approximately \$14,095, shall be distributed to the Aggrieved Employees.
- (3) The twenty-five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of them in California during the Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the Release Period multiplied by the Pay Period Value.
- (4) Defendant will transmit to the Settlement Administrator the full PAGA Settlement Sum and a confidential list containing the names, addresses, and total number of pay periods worked during the PAGA Period for each of the Aggrieved Employees within ten (10) calendar days after the Effective Date. This contact information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement and shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.
- (5) Prior to disbursement of any funds pursuant to this Agreement, the Settlement Administrator will provide a disbursement summary of the calculations for Plaintiff's Counsel's fees, Plaintiff's Counsel's costs, payment to the LWDA, Plaintiff's general release payment, the Settlement Administrator's fees, and individual payments to the Aggrieved Employees for review and approval by Plaintiff's Counsel and Defense Counsel.
- (6) No later than ten (10) calendar days after the PAGA Settlement Sum has been paid by Defendant, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices.

- (7) For each settlement check and Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. The value of checks uncashed more than 180 days after issuance will be paid to the California State Controller's Office – Unclaimed Property Fund, to be held in the name of the Settlement Aggrieved Employee.
- (8) 100% of the PAGA Settlement Sum is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this PAGA Settlement shall have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violations of Plaintiff's or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. Defendant further denies that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 4.03 Nullification.

Invalidation of any material provision of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Limited Release By Plaintiff and Aggrieved Employees.

Upon the Effective Date, in exchange for the consideration provided herein and subject to Defendant's full payment of all sums required by this Settlement, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, related entities, parent companies, subsidiaries, divisions, joint employers, staffing companies, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, independent contractors, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were alleged or which could have been alleged based on the facts asserted in the operative Complaint in the Action and/or the operative administrative exhaustion letter filed with the Labor and Workforce Development Agency ("Released Claims") that accrued during the Release Period.

Section 5.02 Waiver of Civil Code § 1542 By Plaintiff.

In addition, Plaintiff acknowledges that he has been made aware of and understands Section 1542 of the California Civil Code, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall act as a release of all future claims that may arise from Plaintiff's employment or separation from employment with Defendant, or any other matters that existed between the Parties up to the date of this Agreement, whether such claims are currently known or unknown, and that Plaintiff intentionally waives any rights he may have under the provisions of Section 1542, as well as under any other statutes or common law principles of similar effect in the State of California or in any other state.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Settlement Sum except as expressly provided herein. Defendant shall bear its own attorney's fees and costs, and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for Defendant's attorney's fees and costs. If any Party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other Party all attorneys' fees and costs incurred to enforce this Agreement.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, but excluding any dispute related to non-payment or late payment of the PAGA Settlement Sum, the Parties agree to submit any such dispute(s) first to mediation and/or continued negotiations before mediator Marc Feder, Esq., and then, if unsuccessful, to the Court.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.11 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 6.12 Tax Indemnification

Plaintiff and the Aggrieved Employees will assume any tax obligations and consequences which may arise from this Settlement, including their receipt of payments pursuant to the PAGA Settlement. Plaintiff and Aggrieved Employees release any and all claims that they have or may have against Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement. If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Settlement, each Aggrieved Employee shall be responsible for their own defense of

and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's share of any state or federal tax obligation.

Section 6.13 Escalator Provision.

Defendant represents that there are no more than 110 Aggrieved Employees who worked no more than 3900 pay periods during the PAGA Period. For each additional Aggrieved Employee and each pay period in excess of these amounts, the PAGA Settlement Sum shall increase on a proportionate basis, with the larger increase (employees v pay periods) controlling the increase.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

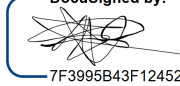
[SIGNATURES ON FOLLOWING PAGE]

Dated: April __, 2022

SAN FERNANDO VALLEY PRODUCE &
DELI, INC.

By _____
Marc Nehme, President of San Fernando Valley
Produce & Deli, Inc.

avril 11, 2022
Dated: April __, 2022

DocuSigned by:

By _____
7F3995B43F12452...
GUILLAUME DIAZ

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: April 11, 2022

GAINES & GAINES, ALPC

By *Daniel F. Gaines*
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

Dated: April __, 2022

LIGHTGABLER

By _____
Jonathan Fraser Light, Esq.
Chandra A. Beaton, Esq.
Kathleen M. Fellows, Esq.
Attorneys for Defendant

Dated: April 14, 2022

SAN FERNANDO VALLEY PRODUCE &
DELI, INC.

By 
Marc Nehme, President of San Fernando Valley
Produce & Deli, Inc.

Dated: April __, 2022

By _____
GUILLAUME DIAZ

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: April __, 2022

GAINES & GAINES, ALPC

By _____
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

Dated: April 14, 2022

LIGHTGABLER

By 
Jonathan Fraser Light, Esq.
Chandra A. Beaton, Esq.
Kathleen M. Fellows, Esq.
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GUILLAUME DIAZ, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

SAN FERNANDO VALLEY PRODUCE
& DELI, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No. 21VECV00704

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as an individual who worked for Defendant San Fernando Valley Deli & Produce, Inc. (“Defendant”) in California, as an hourly and/or non-exempt employee between March 22, 2020 and March 3, 2022 (“Aggrieved Employee”).

On May 27, 2021, Plaintiff Guillaume Diaz (the “Plaintiff”) commenced a lawsuit in Los Angeles County Superior Court, case number 21VECV00704 (the “Lawsuit”) to recover civil penalties on behalf of himself and Aggrieved Employees. As amended, the Lawsuit alleges that Defendant failed to provide all meal and rest periods, or premium compensation in lieu thereof, timely pay wages due at separation of employment, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code section 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement.

The Court has not made any determination as to whether Plaintiff’s claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the Lawsuit, all parties avoid the uncertainties, risks and costs of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you

pursuant to the terms of the settlement. You have 180 days to cash the enclosed check. If you do not cash your check within 180 days of issuance, the funds will be deposited with the California State Controller Unclaimed Wages Fund in your name. If you are still employed by Defendant, your decision to cash the check will not affect your employment. This Settlement is being administered by Phoenix Class Action Administration Solutions, which is an experienced group that has been administering settlements like this one for over ten years. If you have any concerns or questions regarding the administration of this Settlement you can contact Phoenix Class Action Administration Solutions at [REDACTED].

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon the Effective Date, in exchange for the consideration provided herein and subject to Defendant's full payment of all sums required by this Settlement, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, related entities, parent companies, subsidiaries, divisions, joint employers, staffing companies, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, independent contractors, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were alleged or which could have been alleged based on the facts asserted in the operative Complaint in the Action and/or the operative administrative exhaustion letter filed with the Labor and Workforce Development Agency ("Released Claims") that accrued during the Release Period (from March 22, 2020 through March 3, 2022).

If you have any questions, you can contact Phoenix Class Action Administration Solutions, the settlement administrator at (800) 523-5773. You may also contact the parties counsel as follows:

Attorneys for Plaintiff Guillaume Diaz:

Daniel F. Gaines

Evan S. Gaines

GAINES & GAINES, APLC

4550 East Thousand Oaks Boulevard, Suite 100

Westlake Village, CA 91362

Telephone: (866) 550-0855

Email: daniel@gaineslawfirm.com; evan@gaineslawfirm.com

Attorneys for Defendant San Fernando Valley Deli & Produce, Inc.:

Chandra A. Beaton, Esq.

Kathleen M. Fellows, Esq.

LIGHTGABLER

760 Paseo Camarillo, Suite 300

Camarillo, CA 93010

Telephone: (805) 248-7208

Email: cbeaton@lightgablerlaw.com; kfellows@lightgablerlaw.com

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY QUESTIONS
ABOUT THE LAWSUIT OR THE SETTLEMENT**

EXHIBIT E

Diaz v SFVP Analysis						
File Date: 3/22/2021 Data Date Range: 3/22/2020 - 3/2/2022 Extrapolated to 3/22/2020 - 3/3/2022						
Data Source: 1109861, 1109862, 1109863, 1109866, 1109868, 1116813, 1116814, 1116815, 1116816, 1116817, 1116818, 1117677						Extrapolated To PAGA
	2020	2021	2022	Total		
Number of Employees Analyzed (in Timekeeping Data)	11	10	10	11		110
Number of Shifts Analyzed (in Timekeeping Data)	2,189	2,603	394	5,186	99.7%	39,892
Average Number of Hours per Shift	6.3	6.3	6.5	6.3		6.3
Number of Biweekly Pay Periods Analyzed (in Timekeeping Data)	214	253	40	507		3,900
Number of Workweeks Analyzed (in Timekeeping Data)	413	505	88	1,006		7,738
Average Number of Shifts per Workweek	5.3	5.2	4.5	5.2		n/a
Multiplier to Extrapolate to PAGA (Counsel Provided 3,900 PP's / PP's Analyzed)				7.69		n/a
Number of Shifts Greater than 3.5 Hours	2,181	2,595	392	5,168	99.7%	39,754
Number of Shifts Greater than 5 Hours	1,816	2,160	346	4,322	83.3%	33,246
Number of Shifts Greater than 6 Hours	1,194	1,324	224	2,742	52.9%	21,092
Number of Shifts Greater than 8 Hours	156	211	40	407	7.8%	3,131
Number of Shifts Greater than 10 Hours	-	1	-	1	0.02%	8
Rest Break Analysis ¹						
Number of Shifts Greater than 3.5 Hours Without a Recorded 1st Rest Break	39	18	9	66	1.3%	508
Number of Shifts Greater than 6 Hours Without a Recorded 2nd Rest Break	146	92	20	258	9.4%	1,985
Number of Shifts Greater than 10 Hours Without a Recorded 3rd Rest Break	-	1	-	1	100.0%	8
Number of Shifts Greater than 3.5 Hours With a Rest Break Shorter than 10 Minutes	40	36	-	76	1.5%	585
Number of Unique Rest Break Violations	209	145	28	382	7.4%	2,938
Number of Pay Periods in PAGA Period with at Least One Rest Break Violation	101	81	14	196	38.7%	1,508
Meal Break Analysis with Meal Waivers ²						
Number of Recorded 1st Meal Breaks for Shifts Greater than 6 Hours	1,174	1,318	224	2,716	99.1%	20,892
Number of 1st Meal Breaks Recorded After the End of the 5th Hour (Shifts Greater than 6 Hours)	99	103	7	209	7.7%	1,608
Number of Shifts Greater than 6 Hours Without a Recorded 1st Meal Break	20	6	-	26	0.9%	200
Number of 1st Meal Breaks Shorter than 30 minutes (Shifts Greater than 6 Hours)	35	29	4	68	2.5%	523
Number of Unique Meal Break Violations with Meal Break Waivers	160	148	18	326		2,508
Percentage of Unique Meal Break Violations with Meal Break Waivers (Over Shifts Greater than 6 hours)	13.4%	11.2%	8.0%	11.9%		11.9%
Number of Pay Periods with at Least One Unique Meal Break Violation	89	68	12	169	33.3%	1,300

1. Unique rest break violations are defined as shifts with at least one of the following: 1) no recorded rest break for shifts greater than 3.5 hours, 2) one or zero recorded rest breaks for shifts greater than 6 hours, 3) two or fewer rest breaks for shifts greater than 10 hours, or 4) a recorded rest break shorter than 10 minutes for shifts greater than 3.5 hours.

2. Unique meal break violations are defined as shifts with at least one of the following: 1) recorded 1st meal break after the end of the 5th hour for shifts greater than 6 hours, 2) 1st meal break less than 30 minutes for shifts greater than 6 hours, 3) no 1st meal break for shifts greater than 6 hours, or 4) no 2nd meal break for shifts greater than 12 hours.

Diaz v SFVP Analysis

File Date: 3/22/2021 | Data Date Range: 3/22/2020 - 3/2/2022 | Extrapolated to 3/22/2020 - 3/3/2022

Data Source: 1109861, 1109862, 1109863, 1109866, 1109868, 1116813, 1116814, 1116815, 1116816, 1116817, 1116818, 1117677

	2020	2021	2022	Total	Extrapolated To PAGA
PAGA Penalties					
Number of Pay Periods in PAGA Period	3,900				
Number of Pay Periods in PAGA Period - Meal Breaks	1,300				33.3%
Number of Pay Periods in PAGA Period - Rest Breaks	1,508				38.7%
Number of Pay Periods in PAGA Period - 226	805				20.6%
PAGA for Meal Breaks (based on 100 employees from 3/22/20 to 3/3/22)	\$130,000				\$100/\$100
PAGA for Rest Breaks (based on 110 employees from 3/22/20 to 3/3/22)	\$150,800				\$100/\$100
PAGA for Wage Statements (based on 110 employees from 3/22/20 to 3/3/22)	\$80,500				\$100/\$100
LC 203 (based on 34 terminated employees from 3/22/20 to 3/3/22)	\$3,400				\$100/\$0
Total PAGA Penalties	\$364,700				

EXHIBIT F

Diaz v San Fernando Valley Produce Deli, Inc.

Attorney Time/Task

Task	Daniel F. Gaines, Esq. \$650/hr	Alex P. Katofsky, Esq. \$700/hr	Evan S. Gaines, Esq. \$575/hr
Pre-Lawsuit interviewing, investigation and research re Defendant and claims; Research re: defenses to action		7.0	1.0
Draft LWDA compliance Letter; Review, revise, mail, and submit LWDA Letter; Communications with Client re same			1.4
Draft and file PAGA Complaint and related research; Communications with Client re same; Communications with Defense re mediation			1.5
Prepare case management statement; Attend Case Management Conference		0.4	1.1
Prepare mediation informal discovery letter and related communications with Defense Counsel and Client			1.9
Review and preparation for mediation; Related legal research; Review Defendant's informal document production, Prepare mediation brief, damage model and related exhibits; Communications with Client and Expert re damage analysis	2.4		4.9
Attend mediation via Zoom with Marc Feder, Esq.; Communications with Client re mediation	8.0	8.0	
Research, review and preparation of PAGA settlement agreement and PAGA notice and other exhibits; Further communications and discussions with Defense Counsel and Client re same	1.6		0.9
Prepare case management statement		0.4	
Draft First Amended PAGA Complaint and related stipulation; Related communications with Defense Counsel			1.8
Communications with Client re settlement; Drafting of motion for PAGA approval and related exhibits and documents and related communications with Defense Counsel	4.3		4.4

Diaz v San Fernando Valley Produce Deli, Inc.**Attorney Time/Task**

Task	Daniel F. Gaines, Esq. \$650/hr	Alex P. Katofsky, Esq. \$700/hr	Evan S. Gaines, Esq. \$575/hr
Draft declaration re Order to Show Cause re Dismissal; Attend Order to Show Cause Hearing re Dismissal			3.2
Estimated time required for related administration work and uploading of documents to LWDA; Prepare for and attend PAGA Approval hearing and related communications with Defense and Client; File First Amended Complaint per MPA order	7.5	7.5	
Total Hours:	23.8	23.3	22.1
Total Lodestar Per Attorney:	\$15,470.00	\$16,310.00	\$12,707.50
Total All Attorneys:	70.1	\$44,982.50	

EXHIBIT G

**Guillaume Diaz v. San Fernando Valley Produce Deli, Inc.
dba Valley Marketplace
Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Postage/FedEx charges	\$ 6.96
Filing fees (including related attorney service expenses)	\$ 853.86
Expert analysis fee	\$ 1,150.00
Mediation fee	\$ 7,000.00
Future estimated expenses -	\$ 195.60
• Filing fees and One Legal Service fees for Motion for PAGA Approval (will be filed via One Legal) - \$75.30 • VCourt expense for PAGA Approval hearing remote appearance - \$15.00 • Courtesy copy delivery fees to department of Motion for PAGA Approval via One Legal - \$75.00 • Postage for mailing Motion for Final Approval - \$10.00 • Filing fees and One Legal Service fees for Notice of Entry of Order once Final Order signed (will be filed via One Legal) - \$15.30 • Postage for mailing Notice of Entry of Order - \$5.00	
TOTAL EXPENSES	\$ 9,206.42