ARCH LEGAL, P.C.
Graham S.P. Hollis (SBN 120577)
ghollis@archlegal.com
Vilmarie Cordero (SBN 268860)
vcordero@archlegal.com
Ommar Chavez (SBN 331508)
ochavez@archlegal.com
3555 Fifth Avenue Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiff Luis Sedano and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

LUIS SEDANO, individually and on behalf of all similarly situated and aggrieved employees of Defendants in the State of California,

Plaintiff,

v.

JALIMEX FOOD CORPORATION, JALIMEX and DOES 1 THROUGH 50, inclusive,

Defendants.

Case No.: 21CV386681

[Assigned for all purposes to the Honorable Beth McGowen, Department 22]

CLASS ACTION

DECLARATION OF VILMARIE CORDERO IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: August 20, 2026
Time: 1:30 p.m.
Dept: 22
Judge: Hon. Beth McGowen

[Filed concurrently herewith Notice of Motion; Memorandum of Points and Authorities; Declarations of Luis Sedano, and Sean Hartranft; and [Proposed] Order]

Complaint Filed: September 14, 2021
FAC Filed: February 18, 2025
Trial: None Set

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

I, Vilmarie Cordero, declare as follows:

1. I am an attorney at law licensed to practice before all courts of the State of California. I am one of the shareholders of the law firm of ARCH Legal, P.C. in San Diego, California, counsel of record for Plaintiff Luis Sedano ("Plaintiff"), the putative class members, and the aggrieved employees in the pending wage and hour class action and Private Attorneys General Act ("PAGA") lawsuit entitled *Luis Sedano v. Jalimex Food Corporation., et al.,* Superior Court of California, County of Santa Clara, Case No. 21CV386681. Attorney Ommar Chavez and I are the attorneys in my firm primarily handling this action.

2. I am thoroughly familiar with, and have personal knowledge of, the facts set forth herein, except if otherwise stated. If called as a witness, I could and would competently testify to the information set forth below.

3. I submit this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement, which seeks an order: (1) preliminarily approving the proposed Settlement; (2) provisionally certifying the Settlement Class; (3) approving the form and content of the Class Notice; (4) appointing Plaintiff as Class Representative and Plaintiff's Counsel as Class Counsel; (5) approving Apex Class Action LLC as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

4. A true and correct copy of the fully executed Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "SA" or "Settlement") is attached hereto as **Exhibit 1**. A true and correct copy of the Court-Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") is attached as **Exhibit A** to the Settlement Agreement.

5. As required by the PAGA, my office submitted the executed Settlement Agreement to the California Labor and Workforce Development Agency ("LWDA"). A true and correct copy of the confirmation of submission of the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2** and is incorporated herein by reference.

CASE BACKGROUND AND PROCEDURAL HISTORY

6. Defendants operate a food distribution business throughout California. We estimate Defendants have been in business since 1979. They operate warehouses in Los Angeles and San Jose from

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

which they distribute a wide variety of Hispanic food products to restaurants and stores throughout the state.

7. Plaintiff Luis Sedano was employed by Defendants from 2014, until his termination in November 2020.

8. Plaintiff provided written notice to the LWDA and Defendants of the Labor Code violations he alleges against Defendants and the factual basis for such violations on May 12, 2021. A true and correct copy of Plaintiff's PAGA notice is attached herein as **Exhibit 3** for ease of reference.

9. Plaintiff filed his initial class and PAGA representative action against Defendants in Santa Clara County Superior Court on September 14, 2021. The initial complaint asserted several causes of action on behalf of a putative class of similarly situated individuals. The class claims included the following causes of action: (1) Failure to Provide Meal Periods and/or Timely Pay Premium Wages in violation of Labor Code §§ 226.5, 512, 1198, and the "Meal Periods" section of the applicable wage order; (2) Failure to Provide Rest Periods and/or Timely Pay Premium Wages in violations of Labor Code §§ 226.7, 1198, and the "Rest Periods" section of the applicable wage order; (3) Failure to Timely Pay All Minimum and Regular Wages in violation of Labor Code §§ 1194, 1197, 1198, and the "Minimum Wages" section of the applicable wage order; (4) Failure to Pay All Overtime Wages in violation of Labor Code §§ 510, 1194, 1198, and the "Hours and Days of Work" section of the applicable wage order; (5) Failure to Provide Accurate Itemized Wage Statements in violation of Labor Code §§ 226, 246, 1198, and the "Records" section of the applicable wage order; (6) Failure to Timely Pay All Wages Due Upon Separation of Employment in violation of Labor Code §§ 201, 202, and 203; (7) Violation of Business and Professions Code § 17200 *et seq*.

10. The initial complaint also alleged a representative claim for civil penalties under PAGA against Defendants for alleged violations of California Labor Code sections 2201, 202, 203, 204, 221, 223, 224, 226, 226.7, 246, 510, 512, 558, 1174, 1194, 1197, 1198, 98.6, 246.5, 1102.5, and 6310.

11. On March 21, 2022, Plaintiff propounded a first set of written discovery requests on Defendant. Defendants provided responses to the written discovery on May 31, 2022. The parties also executed a *Belaire-West* Notice procedure to facilitate the production of putative class member contact information. Defendants produced a sampling of time and pay records, internal policy documents, and

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

contact information for putative class members who did not opt-out (class list).

12. In early 2024, the parties agreed to participate in private mediation.

13. In April 2024, the parties participated in a private mediation with Hon. Joan M. Lewis (Ret.) The parties did not reach a settlement.

14. Before the mediation ended, Defendants' counsel agreed to provide additional records and documents to support the defenses raised at the mediation. The parties planned to participate in a second mediation in August 2024 after those documents had been produced.

15. Defendants' counsel provided some of the requested records, but failed to respond to Plaintiff's requests for additional relevant documents. The mediation was continued and ultimately cancelled due to defense counsel's unresponsiveness.

16. In January 2025, Greg Simonian of Casas, Riley, Simonian LLP substituted as attorney of record for Defendants and indicated Defendants were again interested in mediation and committed Defendants would provide updated documents and information necessary for an informed mediation.

17. The parties met and conferred and decided to schedule a second mediation session for June 20, 2025, with Hon. Peter H. Kirwan (Ret.).

18. On February 18, 2025, Plaintiff filed a First Amended and operative Complaint ("FAC"). Plaintiff filed the FAC to correct the definition of the "Non-Exempt" class.

19. Ahead of the June 2025 mediation, Defendants produced an updated 20% random sampling of time records and corresponding pay records for 62 additional putative class members. The time and pay records spanned from September 2017 through April 2025.

20. On June 20, 2025, the parties participated in a full-day mediation with Hon. Peter H. Kirwan.

21. After lengthy arm's length negotiations, the parties reached an agreement in principle for the resolution of the Class and PAGA civil penalties alleged on behalf of all non-exempt employees of Defendant.

22. In the months following the mediation, the parties engaged in further negotiations, still facilitated by Hon. Peter H. Kirwan, regarding the specific number of workweeks at issue during the Class Period and PAGA period and the scope of the agreement and class release.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

23. On September 29, 2025, the parties finalized the basic terms of the settlement agreement, and memorialized those terms in a Memorandum of Understanding ("MOU"), pending execution of a long form settlement agreement.

24. The MOU was fully executed on November 11, 2025.

25. The parties fully executed the Class and PAGA Representative Action Long Form Settlement Agreement and Release on June 16, 2026.

26. Mediator Kirwan's role in mediating this case was extremely helpful in managing the parties' expectations and providing a useful and neutral analysis of the issues and risks to all parties. At all times, the parties' negotiations were hard-fought and conducted at arm's length between attorneys with substantial wage and hour class action experience, and the settlement is evidence of the parties' substantial efforts to reach a mutually agreeable compromise.

27. In accordance with California Labor Code section 2699(1)(2), a copy of the notice and the Settlement, along with a copy of this Motion, was submitted to the LWDA on July 27, 2026.

PLAINTIFF'S FIRST AMENDED COMPLAINT

28. Plaintiff's FAC alleges several violations of California's Labor Code.

29. Plaintiff alleges that he and other similarly situated employees were deprived of the opportunity to take complaint meal and rest breaks. Plaintiff alleges that for much of the relevant period, Defendants did not maintain any written policy regarding the provision of compliant meal and rest breaks to employees. Plaintiff further alleges that in addition to there being no policy, employees were denied meal and rest breaks as a result of being overworked and understaffed.

30. Plaintiff claims Defendants failed to pay an additional hour of pay at their regular rate of pay for each day the putative class members did not receive a compliant meal or rest period.

31. Plaintiff further alleges Defendants failed to pay Plaintiff and other similarly situated employees all minimum, regular, and overtime wages for all hours worked.

32. Plaintiff alleges Defendants required employees to respond to work-related messages and calls while off the clock and during meal periods, yet failed to compensate employees for this time.

33. Plaintiff also claims employees were regularly required to engage in pre-shift and post-shift tasks and respond to communications from supervisors outside of scheduled work hours.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

34. Plaintiff further alleges Defendants failed to provide accurate itemized wage statements to employees. The wage statements issued to Plaintiff and other employees failed to accurately list applicable hourly rates and the corresponding hours worked at each rate, total regular hours worked, correct overtime rates, meal and rest period premium wages, and accurate gross and net wages. The wage statements also incorrectly listed overtime compensation at one-half the regular rate instead of one and one-half times the regular rate, failed to include required sick pay information, and failed to identify the name and address of the legal entity that employed Plaintiff.

35. Plaintiff further alleges that as a direct result of Defendants' unlawful pay practices, Defendants failed to maintain accurate payroll and timekeeping records in violation of the California Labor Code.

36. Defendants' failure to record all hours worked and all wages owed resulted in incomplete and inaccurate employment records.

37. Finally, Plaintiff claims Defendants violated the California Labor Code by failing to timely pay all wages due and owing during employment and upon separation. Defendants failed to timely pay all earned wages, including minimum, regular, overtime, and meal and rest period premium wages, as required by Labor Code sections 201, 202, 203, and 204.

38. Defendants deny liability or wrongdoing of any kind associated with the claims alleged in the litigation, and further deny that this action is appropriate for class treatment for any purpose other than settlement.

39. Defendants maintain that they complied with all of their meal and rest period obligations under California law, and that Plaintiff and all putative class members were properly provided with the opportunity to take all meal and rest periods to which they were entitled at all times during the class period, according to its written policies.

40. Defendants vehemently deny that any putative class member was required to work during their meal breaks or rest breaks and that, if any putative class member did so, it was voluntary. Defendants contend that they complied with all of their meal and rest period obligations under California law, that their written policies were lawful, and that employees were properly provided with a reasonable opportunity to take all meal and rest periods, and instructed employees to notify Human Resources if meal

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

or rest breaks were missed.

41. Defendants also contend that Plaintiff and other putative class members' meal and rest period claims are preempted by the Federal Motor Carrier Safety Act.

42. Defendants also maintain that they properly calculated and paid all minimum, regular, and overtime wages owed and contends that their timekeeping practices did not deprive Plaintiff or any putative class members of minimum, regular, or overtime wages.

43. Defendants contend that each putative class member was required to accurately record all of his or her hours worked in Defendants' timekeeping system for payment of wages, thereby posing an obstacle to class certification.

44. Defendants also maintain that any work performed by putative class members off-the-clock was performed without their permission, that Defendants were unaware that putative class members had performed duties off-the-clock, and that, if Defendants had known that putative class members performed work off-the-clock, they would have provided putative class members compensation for their work. Defendants further claim that there are no written policies requiring employees to work through any of their meal or rest periods.

45. Defendants contend that the wage statements issued contained all the information required by California Labor Code section 226(a) and that if any information was missing, it was not intentional. Defendants claim Plaintiff will be unable to obtain statutory penalties for the alleged wage statement violations, as Plaintiff cannot prove Defendants knowingly and intentionally failed to comply with Labor Code section 226.

46. With respect to Plaintiff's claim for waiting time penalties, Defendants allege their good-faith belief in the use of their timekeeping and payroll practices precludes the imposition of any waiting time penalties since Plaintiff will not be able to prove that Defendants' alleged failure to pay all final wages at the time of separation was "willful."

47. Defendant Jalimex contends it is wrongly named in this lawsuit because Plaintiff never worked for Jalimex.

48. Finally, Defendants claim they did not engage in any Labor Code or Wage Order violations and Plaintiff will not be able to demonstrate Defendants are liable for civil penalties under the Labor Code

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

or statutory penalties under PAGA.

CLASS COUNSEL'S INVESTIGATION OF THE CLASS AND PAGA CLAIMS

49. The Settlement was reached after the parties conducted a thorough investigation into Plaintiff's class and representative claims, prepared an extensive analysis to determine potential damages, and attended a full day of mediation with a mediator highly experienced in wage and hour class and representative actions, who also facilitated further negotiations subsequent to the full day mediation.

50. Prior to filing the Complaint in this action, my firm conducted a thorough investigation into the merits of Plaintiff's claims and the applicable law related thereto, as well as reviewed documents and records provided to counsel by Plaintiff in support of his claims.

51. My firm requested Plaintiff's employment files and spent significant time reviewing his employment records.

52. My firm spent significant time and effort exchanging formal and informal discovery, contacting and communicating with putative class members, and reviewing and exchanging information relating to all existing causes of action and the related PAGA claims.

53. Plaintiff propounded written discovery asking for the Class List which contains the number of current and former non-exempt employees of Defendants, non-exempt employee's hire dates, termination dates, and job titles.

54. Plaintiff also requested contact information, including phone numbers, addresses, and email addresses, for putative class members and Aggrieved Employees. Plaintiff's written discovery requests also sought, the time and pay records for the putative class members and Aggrieved Employees.

55. Defendants produced extensive time and payroll records pertaining to non-exempt employees that worked for Defendants during the relevant time period, written polices or procedures maintained by Defendants including standalone policies and procedures, class member name and contact information, and various class data points.

56. My firm spent considerable time and effort calling and interviewing putative class members relating to the Labor Code violations alleged in the Complaint. Although my firm could not reach all 312 putative class members prior to the mediation, my firm obtained approximately 33 detailed interviews from non-exempt employees who agreed to discuss their experiences while working for

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

Defendants.

57. Before the second mediation session, Defendants informally produced to my office a sample of additional time and payroll records for the putative class members for the years 2023-2024. The additional records included an updated 20% random sampling of time records and corresponding pay records for 62 putative class members. The time and pay records spanned from September 2017 through April 2025

58. After undertaking a thorough review of the documents and interviewing putative class members, my firm prepared a comprehensive mediation brief that outlined factual and legal issues relevant to the litigation, contained a detailed synthesis of Defendant's timekeeping and payroll records, presented a summary of the witness accounts obtained during class member interviews, and presented a complete damages analysis of the potential liability Defendants faced if Plaintiff succeeded on all claims at trial.

59. Defendants also provided the total approximate number of workweeks worked by putative class members; the total approximate number of pay periods worked by all Aggrieved Employees; total number of current and former Aggrieved Employees during the PAGA period; and total number of current and former putative class members.

60. The documents, information, and data obtained from Defendants, in addition to the information gleaned from interviews with putative class members, were sufficient for Class Counsel to analyze the Labor Code violations alleged in the operative Complaint and make an informed decision about the resolution of this case.

61. During mediation, the parties engaged in good-faith, non-collusive negotiations and discussed the realistic damages exposure to Defendants based on the findings of Plaintiff's counsel's investigation, the relative strengths and weaknesses of the claims, the risks and delays of further litigation, and the potential difficulty in maintaining class certification.

62. My firm conducted a thorough investigation and discovery into the merits and legal basis of Plaintiff's claims and performed significant legal research with respect to the applicable law and potential defenses raised by Defendants to each of these claims.

63. I believe that the documents and information exchanged and analyzed by the parties through formal and informal discovery, as well as the parties' discussions during mediation, were more

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

than sufficient for the parties to make an informed decision about a fair resolution of this action at this time. It was not until after years of investigation, the review of calculations and valuations of each claim by counsel for both parties and the mediator, and consideration of all the risks of continuing litigation, that the parties agreed to accept $470,000.00 in settlement of all of the class and representative claims presented in the operative Complaint.

CLASS COUNSEL'S EVALUATION OF THE CLASS AND PAGA CLAIMS FOR SETTLEMENT PURPOSES

64. I believe the Settlement of $470,000.00 provides a real and substantial benefit to the Class Members considering the highly disputed nature of the claims. Our determination of a fair value of the settlement was based on a number of factors, including our investigation of the applicable law as it applied to the facts discovered, the suitability of the case for class treatment, Plaintiff's claims and the associated damages, as well as Defendants' potential defenses thereto.

65. My firm has performed a thorough study of the law relating to the claims alleged in this litigation. Based on the investigation and discovery outlined above, and taking into account the heavily contested issues, the expense and time necessary to pursue prosecution and defense of this action through trial, the risks and costs of further prosecution of this action, the uncertainty of complex class action litigation and PAGA actions, the fairness and reasonableness of the settlement agreed to by the parties, and the best interest of the class members to whom substantial benefits will accrue, the parties have agreed to the terms described in the Settlement Agreement.

66. Our firm utilized Defendants' time and payroll records to calculate the average regular rate of pay, average overtime rate, average shift length, and average number of shifts per workweek. Also, our firm calculated the percentage of shifts over 3.5 hours and over 6 hours for purposes to calculate the meal and rest period premiums potentially owed to the putative class members. Finally, we determined the violation rates using the time and payroll records and interviewing putative class members. Notably, Defendants' payroll records showed that the required premium wages for missed breaks and rest breaks were not paid during the Class Period.

67. Defendants estimate there are 312 Class Members who worked approximately 26,002 workweeks during the class period. We calculated the maximum potential damages and penalties, plus

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

interest owed to putative class members at **$6,611,510.24**, using the following methodology:

a. Rest Period Violations

26,002 (Number of workweeks)
x 5.0 (Average number of shifts per workweek)
x $21.09 (Average hourly regular rate of pay)
x 98%: (Approximate percentage of shifts greater than 3.5 hours)
x 75%: (Violation rate based on interviews)
= Rest Period Violation Class Damages of $2,015,304.51
+ Interest at 7% = $141,071.32
=Total (with interest) of $2,156,375.83

b. Meal Period Violations

26,002 (Number of workweeks)
x 5.0 (Average number of shifts per workweek)
x $21.09 (Average hourly regular rate of pay)
x 94% (Approximate percentage of shifts greater than 5 hours)
x 90% (Violation rate based on data and interviews)
= Meal Period Violation Class Damages of $2,319,656.62
+ Interest at 7% = $162,375.96
=Total (with interest) of $2,482,032.58

c. Unpaid Regular/Minimum/OT Wages (Off-the-Clock Work)

26,002 (number of workweeks)
x 1.0 hours (Average amount of unpaid hours per workweek)
x $21.09 (Average minimum wage)
x 18% (Violation rate based on interviews)
= Unpaid Wages Class Damages of $98,708.79
+ Interest at 10% = $9,870.88
=Total (with interest) of $108,579.67

/ / /

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

d. Wage Statement Penalties

56 (Minimum estimated employees at any given time)

x $4000 in Labor Code 226 penalties per employee

=**Wage Statement Violations Class Damages of $224,000.00**

e. Waiting Time Penalties

$253.17: daily amount owed per employee, per day calculated as follows:

- 10.10 total daily hours (Average daily shift length based on data)
- $21.09 Average hourly rate
- 8.00 Regular hrs. x $21.09 = $168.72
- 2.10 OT hrs. x 30.17 = $63.36
- Plus one MB/RB premium = $21.09

  = $253.17

x 30 days (Maximum penalty per Labor Code 203)

x 216: Number of former employees according to Defendants

=**Waiting time penalties for Class of $1,640,522.16**

68. We calculated the maximum potential PAGA penalties owed to the aggrieved employees at $2,782,416.00, as follows:

a. PAGA Penalties for Rest Break Violations

8,232 Estimated number of pay periods in the PAGA period

x $100 Penalty

x 75% Violation Rate

= **$617,400.00**

b. PAGA Penalties for Meal Period Violations

8,232 Estimated number of pay periods in the PAGA period

x $50 Penalty

x 90% Violation rate

= **$370,440.00**

/ / /

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

c. PAGA Penalties for Wage Statement Violations

8,232 Estimated number of pay periods in the PAGA period

x $100 Penalty

x 100% Violation rate

= **$823,200.00**

d. PAGA Penalties for Failing to Maintain Accurate Records

8,232 Estimated number of pay periods in the PAGA period

x $100 Penalty

x 100% Violation rate

= **$823,200.00**

e. PAGA Penalties for Minimum Wage Violations

8,232 Estimated number of pay periods in the PAGA period

x $100 Penalty

x 18% Violation rate

= **$148,176.00**

69. The violation rates were hotly disputed by Defendants, who claimed they complied with all wage and hour laws. The average hourly rates of pay were calculated using the payroll records obtained from Defendants.

70. The total maximum value of Plaintiff's class and PAGA claims, assuming complete and total success on every disputed point, has been calculated by my firm to be approximately $9,393,926.24.

71. In calculating Defendants' maximum potential exposure in this matter, we assumed that Plaintiff would successfully bring/oppose any pretrial motions, that class certification would be granted in its entirety, that Plaintiff would prevail on all claims at trial, that Plaintiff would recover the full amount of the damages and statutory and civil penalties sought, and prejudgment interest would be awarded. This calculation also assumes that PAGA penalties can be stacked–a practice now proscribed by the new PAGA legislation. Accordingly, the estimated value of Plaintiff's claims was premised on an inflated "everything goes right" scenario and was vulnerable to being substantially devalued.

72. Although we assumed an inflated "everything goes right" scenario for purposes of the

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

evaluation of the value of the claims for mediation, Plaintiff recognizes the risks of possible adverse rulings on liability, and damages on class and representative claims asserted. Plaintiff further anticipates that protracted litigation would also involve numerous depositions, voluminous written discovery, law and motion practice, and trial, all of which would involve significant additional time and expense for all involved.

73. If we assume a 50% change of success at class certification (or assume that only ½ the claims are certified) and also assume a 50% chance of likelihood of success on the merits, the total exposure decreases to $2,348,481.56. This presents a more realistic exposure analysis given the uncertainty of trial.

74. The gross settlement amount ("GSA") of $470,000.00 (which excludes payroll taxes) is approximately 19.7% of the realistic exposure value of $2,348,481.56. Considering the significant risks Plaintiff and class members face in this litigation as Defendants have legitimate defenses to both class certification and the merits of the claims, the $470,000.00 is fair and reasonable.

75. The Settlement provides immediate and certain relief to approximately 312 class members without the risks, costs, and delays of further litigation.

76. For example, we considered the risk that the Court might grant a Defendants' pretrial motions, which may preclude Plaintiff certain claims on behalf of the class. Plaintiff also considered the significant risk that the Court may deny class certification and/or reverse a favorable ruling on appeal. Moreover, Defendants maintain they had facially lawful policies for meal breaks, rest breaks, timekeeping, and compensation of wages. Thus, Plaintiff would need to show that Defendants undermined their formal policies by way of a common practice of wage and hour violations that was uniform among many different non-exempt positions. Additionally, with Plaintiff's and some of the putative class members' meal and rest claims, there was the risk the Court may deem the claims preempted by the Federal Motor Carrier Safety Act.

77. Similarly, Plaintiff would have faced challenges presenting common proof of the claims and damages stemming from allegations that Plaintiff and class members were required to work off-the-clock absent time records confirming these allegations. These risks are obviated by the $470,000.00 settlement fund.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

78. I believe the settlement of the civil penalties claim under PAGA in the amount of $15,000.00 from the GSA of $470,000.00 is also reasonable under the circumstances because it is part of a larger overall settlement that will serve the primary law enforcement objectives of the PAGA. This amount represents about 3.2% of the $470,000.00 GSA and is within the range of PAGA penalties routinely approved by California courts. The parties negotiated a good faith amount for PAGA penalties, which was not the result of self-interest at the expense of Settlement Class Members. *See, e.g., Carrington v. Starbucks Corp.* 30 Cal. App. 5th 504, 528-529 (2018) [trial court only awarded 0.21%, or $150,000, of the maximum penalty because imposing the maximum penalty would be "unjust, arbitrary, and oppressive"]. It also ensures that a larger portion of the proposed settlement will go to Settlement Class Members, while still serving the primary law enforcement objectives of PAGA.

79. Furthermore, as with the imposition of any penalties under PAGA, there was a very real risk that even if Plaintiff was successful on the liability issue on all the PAGA claims alleged, the Court may further reduce Plaintiff's civil penalties under Labor Code section 2699(e)(2), and it was likely that, given the attenuated nature of some of the claims, the Court would, in its discretion, limit the award as unjust, arbitrary, and oppressive, or confiscatory. *See Amaral v. Cintas Corp. No. 2* 163 Cal. App. 4th 1157, 1213 (2008).

80. Plaintiff would have also faced several challenges in prevailing on his class wage and hour claims on the merits. Specifically, Plaintiff risked that:

- The Court would find that class members have been paid all wages due;
- The Court would find that any off-the-clock work was done without Defendants' knowledge;
- The Court would find Defendants did not willfully fail to pay all wages upon termination of employment. *See, e.g., Road Sprinkler Fitters Local Union No. 669 v. G&G Fire Sprinklers, Inc*. 102 Cal. App. 4th 765, 782-783 (2002) [a mistaken belief that wages are not owed may negate a finding of willfulness]; *Nordstrom Commissions Cases* 186 Cal. App. 4th 576, 584 (2010) [discounting penalties on a Section 203 claim because a "good faith dispute" existed regarding the claimed wages].);
- The Court would find Defendants had not intentionally failed to comply with wage

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

statement requirements. *See, e.g*., *Maldonado v. Epsilon Plastics, Inc.* 22 Cal. App. 5th 1308, 1337 (2018) ["[O]nly the absence of the hours worked will give rise to an inference of injury; the absence of accurate wages earned will be remedied by the violated wage and hour law itself . . . "]. Inadvertent mistakes and clerical errors are also good faith defenses to the wage statement claims. Labor Code § 226(e)(3); *Harris v. Vector Marketing Corp.* 656 F.Supp.2d 1128, 1145-46 (N.D. Cal. 2009) [summary adjudication on plaintiff's Section 226 claim was warranted because the record lacked evidence that conduct was knowing or willful];

- The court would find that Plaintiff's meal and rest break claims were preempted by the Federal Motor Carrier Safety Act;
- That Defendant Jalimex is wrongly named in this lawsuit and should therefore be dismissed; and
- Plaintiff's damages calculations could be substantially undercut at trial. Further, even if Plaintiff were successful in proving the merits of the class action claims, Defendants would likely submit an appeal, thereby both risking the decision overturned or substantially delayed.

81. Thus, while the settlement amount represents a discount on the overall exposure to Defendants, assuming Plaintiff prevailed on pretrial motions and all issues pertinent to class certification, established liability on all claims, and proved damages 100% as estimated, this reduction in compromise is extremely reasonable considering the substantial risks Plaintiff faces in maintaining class certification and establishing liability on all claims, on behalf of all class members, against Defendants.

82. Moreover, continued class action and representative litigation would be extremely expensive, and litigation costs were expected to exponentially increase as the parties prepared for trial. Similarly, absent a Settlement, the parties would face additional years of litigation and a substantial delay in any potential recovery by the Class Members.

83. Absent a settlement, the parties would likely spend considerable time, effort, and money on discovery, motion practice, and trial. The parties would have to undergo extensive and time-consuming discovery, including additional discovery related to class certification, and the merits if the case did not

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

settle. The parties have yet to complete formal discovery, conduct witness and party depositions, retain experts and conduct expert depositions, and prepare class-wide damages analysis specific to trial purposes, among other things.

84. I further anticipate Plaintiff may have to file several motions to compel discovery. There would also be a motion for class certification and/or motion for decertification. I also believe the parties may have to file cross motions for summary judgment and several motions in limine prior to the trial.

85. Indeed, even if Plaintiff certified the class, and proved all the class claims at trial and recovered close to the full amount of damages as estimated, it is likely that Defendants would appeal any judgment in Plaintiff's favor, potentially drawing out the litigation for many more years with no guarantee of recovery by Plaintiff or the Class. As a result, the parties would incur considerably more attorneys' fees and costs through trial and any anticipated appeal. This settlement avoids all those risks, and the accompanying expense, and instead provides immediate and substantial monetary relief.

86. The $470,000.00 GSA provides a real and substantial benefit to Plaintiff, the Class and the Aggrieved Employees, estimated in a gross amount of $18.08 per workweek (calculated by dividing the GSA $470,000.00 by the 26,002 estimated workweeks).

87. The parties estimate the Net Settlement Amount at $259,843.32, after deducting Class Counsel's fees and costs, administration costs, the incentive award, and the PAGA payment. Therefore, the net value per workweek to the putative class members is estimated at $10.00 per workweek—calculated by dividing the net estimated settlement amount $259,843.32 by the 26,002 estimated workweeks. This represents a significant monetary recovery for the Class. Plaintiff estimates the average Individual Class Payment at approximately $832.83 for each Class Member if all estimated 312 Class Members participate. Given Individual Class Payments will be distributed on a pro rata basis according to the number of workweeks each Participating Class Member worked during the Class Period, Class Members who worked more workweeks during the Class Period will receive a larger portion of the Settlement, which is appropriate given that they had greater exposure to the alleged violations.

88. This is an excellent result considering the highly disputed nature of the claims and the risks associated with continued litigation discussed herein. Plaintiff and Class Counsel acknowledge the cost and delay of continued proceedings necessary to prosecute the action through trial and appeal and, in

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

bringing this action, carefully considered the uncertain outcome and the risks associated with any litigation, particularly in complex actions such as this one.

89. Based on my experience litigating almost exclusively wage and hour claims, I believe for settlement purposes it would be appropriate to discount the value of the class claims to represent the risks of maintaining class certification, the risks of prevailing at trial, and the risks associated with any subsequent appeals. The settlement amount of $470,000.00 is a fair and reasonable compromise of the claims alleged in this litigation, based on the strengths and weaknesses of the claims and the avoidance of further risk, and the time and expense of pursuing the claims.

CLASS NOTICE AND NOTICE PLAN

90. A true and correct copy of the proposed Class Notice is attached as Exhibit A to the Settlement Agreement.

91. The Class Notice is accurate and informative. The Class Notice summarizes the lawsuit, including the contentions and denials of the parties, the proceedings to date, and the terms and conditions of the Settlement in plain language in an informative and coherent manner. The Class Notice also fully informs Class Members of the terms of the Settlement, of its effect on their rights, of their options as Class Members (i.e., to object, opt out or request exclusion of the settlement, or do nothing and receive payment), and of the consequences of exercising those options. The Class Notice also outlines the procedure and deadlines for requesting exclusion of the Settlement and for submitting objections to the Settlement. The Class Notice notifies Class Members of their reported compensable workweeks and the estimated Individual Class Payment they will receive if the Settlement is finally approved. The Notice further explains the process to dispute the number of qualifying workweeks/pay periods reported by Defendants and how to contact the Settlement Administrator in the event they want more information.

92. The Class Notice also states the amount of the proposed service award to be paid to the Class Representative; states the amount of Class Counsel's request for attorney's fees; states the amount in costs to be paid to the Settlement Administrator; states the amount to be paid to the LWDA; states the date, time and place of the final approval hearing; and explains how Class Members can obtain additional information, including from a static website that the Settlement Administrator will maintain.

93. Furthermore, the Class Notice also makes clear that the Settlement does not constitute an

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

admission of liability by Defendant, that the Court has not ruled on the merits of the action, and that the final settlement approval decision has yet to be made.

94. The parties agreed to hire Apex Class Action, LLC ("Apex"), an experienced third-party administrator, to serve as the Settlement Administrator. Prior to selecting Apex as the Settlement Administrator, the parties obtained competitive bids from other third-party settlement administrators, and went with Apex because they provided the lowest bid and provide quality work.

95. In addition, Class Counsel negotiated two separate methods of address verification for the Class Members prior to the mailing of the Class Notice. The Settlement Administrator shall perform a National Change of Address (NCOA) search, as well as an Accurint® (or substantially similar) in-depth skip trace to attempt to obtain the best possible address for the Class Members. Accurint® is a search database that provides a much more reliable, updated address than an NCOA search alone, as it attempts to locate individuals using information from credit bureaus and public records. Whereas an NCOA search requires Class Members to maintain an updated address with the U.S. Postal Service, the Accurint® search will locate newer addresses for Class Members who, for example, recently applied for a credit card or have an account with a utility company. Moreover, the Settlement Administrator will perform a second in-depth search if any Class Notice is returned as undeliverable without a forwarding address.

96. Class Members who wish to exclude themselves from the Class Settlement must send the Settlement Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). SA. ¶ 7.5.1.

97. Participating Class Members may send written objections to the Settlement Administrator by fax, email, or mail. SA. ¶ 7.7.2. Alternatively, Participating Class Members may appear in court (or hire an attorney to appear in court) to present oral objections at the Final Approval Hearing. *Id.* A Class Member who elects to send a written objection to the Settlement Administrator must do so no later than 45 calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice was re-mailed). *Id.*

98. The Response Deadline is 45 calendar days following the initial mailing of the Notice. SA. ¶¶ 1.43, 7.5.1. Any Class Member who properly requests exclusion using this procedure will not receive

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

any payment from the Net Settlement Amount and will not be bound by the Settlement. Class Members who do not submit a valid and timely Request for Exclusion, however, shall be bound by all terms of the Settlement and any judgment entered in the litigation once the Settlement is approved by the Court.

99. The proposed notice plan, calling for first-class mailed notice to all Class Members, as well as in-depth skip tracing at the outset and further in-depth skip tracing on Class Notices returned without a forwarding address, is consistent with class notices approved by state and federal courts, and under the circumstances here, is the best notice practicable and the method most likely to reach the greatest number of Class Members.

CLASS COUNSEL'S FEES AND COSTS ARE REASONABLE

100. Class Counsel will request an attorneys' fee award in the amount of one-third of the Gross Settlement Amount (i.e., $156,666.68) and reimbursement of actual litigation costs.

101. The fee is warranted and reasonable because of the substantial work and effort Class Counsel incurred to achieve the Settlement on behalf of the Class and the real and significant monetary relief obtained. To date, Class Counsel has spent significant time and effort on the following tasks:

a. meeting and interviewing Plaintiff;

b. preparing and sending pre-litigation letters to Defendants requesting documents and Plaintiff's employment files;

c. reviewing Plaintiff's documents and employment files;

d. preparing and filing claim letters to the Labor and Workforce Development Agency;

e. preparing and filing the initial Complaint and First Amended Complaint;

f. preparing and serving discovery requests, and engaging in meet and confer efforts;

g. preparing for and participating in two mediation sessions;

h. reviewing and analyzing thousands of time and pay records and preparing comprehensive mediations brief and damages analysis;

i. conducting witness interviews in preparation for the mediation,

j. performing extensive legal and factual research; and

k. preparing and finalizing the settlement agreement, among others.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

102. Class Counsel anticipates engaging in substantial additional work on behalf of the Class if the Settlement gets preliminary approved, including work overseeing the notice process, reviewing and approving the individual payment calculations prepared by the Settlement Administrator, and answering questions Class Members might have about the Settlement.

103. The fee request at final approval will be supported by a detailed explanation of the qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation of the amount of time worked on the various tasks performed on behalf of Plaintiff and the Class. Similarly, the expenses request will be supported at the time of final approval with an explanation of the amount and nature of the expenses incurred.

104. In making a fee request in class actions such as this, I always analyze the factors that the court must consider in awarding fees. I believe that such circumstances exist here justify the requested attorney's fees award of one-third, including: (a) the skilled work involved in achieving such a good settlement for the Class and bringing the action to an efficient and speedy conclusion; and (b) the associated risks in taking this matter on a contingency basis. In light of these considerations, I believe Class Counsel's requested fee of $156,666.68 is reasonable.

105. Although case law supports as high as a 50% fee award on common settlement funds of less than $10 million, Class Counsel's request for an attorney fee award of $156,666.68, representing one third of the Gross Settlement Amount, is both "reasonable and fair" in light of the amount of work performed and the amount of resources and labor employed in the prosecution of this action. Based on my experience and knowledge of the relevant legal market for wage and hour class actions, these amounts accurately reflect the marketplace for similar representation of plaintiffs in wage and hour cases on a contingency basis.

106. Class Counsel is also seeking an award of costs actually incurred in the prosecution of this action. Although Class Counsel is estimating an amount not to exceed $23,000 in Costs for purposes of this motion, Class Counsel will only seek to recover the costs actually incurred in the litigation.

107. All costs incurred were necessary to the prosecution of this action, would normally have been billed to a client paying for my firm's services on a non-contingency basis, and are reasonable for a case such as this, in which substantial discovery and investigation took place for more than four years

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

since the filing of the Complaint. Class Counsel will provide more details about its request for fees and costs in its attorney fees and costs motion, which will be heard at the same time as Final Approval.

108. I believe that the fees and expenses requested are fair, reasonable, and necessarily incurred in pursuit of the settlement. I believe that the time spent working on this case by attorneys and paralegals at my firm reflect the reasonable and necessary amount of time to properly represent the interests of the Class.

THE CLASS REPRESENTATIVE INCENTIVE AWARD IS REASONABLE

109. The Settlement Agreement provides that Plaintiff can request, and Plaintiff does so request, a Service Award in the amount of $7,500.00, which will be in addition to the Individual Class Payment and Individual PAGA Payment that he is entitled to receive as a Class Member and Aggrieved Employee.

110. As set forth in the accompanying memorandum of points and authorities in support of the Motion for Preliminary Approval, such service awards are routinely made in wage and hour class actions like this case, particularly when, as here, Plaintiff initiated the action more than four years ago by seeking legal assistance from Class Counsel; assisted with the preparation of the LWDA letters, the complaint and amendments thereto, and witness questionnaire; regularly communicated with Class Counsel via telephone and email; provided relevant documents; identified potential witnesses; assisted with and participated in mediation; and worked closely with Class Counsel throughout this litigation to protect the best interests of the Class.

111. Plaintiff's participation was an essential element that allowed Class Counsel to reach a settlement. I believe other Class Members would not have taken any action individually, and they would not have received the compensation afforded by this Settlement but for Plaintiff's contribution.

112. Plaintiff also assumed the risk of an adverse judgment and the financial responsibility of such judgment by bringing and maintaining the action. By stepping forward as the class representative, he jeopardized the availability of prospective employment because his name is now associated with a lawsuit against his former employer.

113. In addition to the enhancement payment, Plaintiff entered into a separate confidential Individual Settlement Agreement regarding claims under the Fair Employment and Housing Act. Plaintiff's individual claims existed independently and apart from claims at issue in the Class and

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

Representative Action. The settlements were negotiated separately and at no time did these individual claims pose a conflict of interest with the wage and hour claims at issue in the Class and Representative Action.

114. I believe that the requested incentive award in the amount of $7,500.00 for Plaintiff is fair and reasonable, and is in line with awards granted in similar actions.

PROVISIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE

115. For the purposes of settlement only, Plaintiff contends, and Defendants do not dispute, that provisional certification of the Class is appropriate.

116. The class definitions are precise, objective and presently ascertainable, and make abundantly clear who is a class member.

117. Class Members can be identified easily by way of Defendants' records, which include Class Members' full names, dates of employment during the Class Period; social security numbers; the amounts of payments made to Class Members; mailing addresses; and telephone numbers.

118. Defendants have identified approximately 312 putative class members. Thus, the proposed Class satisfies the numerosity requirement.

119. During the informal exchange of information, Defendants produced Plaintiffs' personnel file, timekeeping and payroll records. After reviewing the documents and data produced, I believe common issues of fact and law predominate as to each of the claims alleged on behalf of Class Members. All Class Members were subject to the same policies and procedures throughout the Class Period, and the legality of these policies and practices raise common questions applicable to all Class Members. As such, common issues of fact and law exist as to all Class Members and predominate over any individualized issues affecting the Class.

120. At all times during his employment with Defendants, Plaintiff worked as non-exempt employee and was subject to the same policies and procedures as other Class Members. Therefore, Plaintiff's claims are typical of the Class he seeks to represent because he was subject to the same alleged illegal policies, procedures, practices, and course of conduct as Class Members.

121. Throughout the pendency of this litigation, Plaintiff has had no conflict of interest with the Class and has, along with Class Counsel, worked toward a positive resolution of this case for over

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

two years, demonstrating his dedication to prosecuting this action and obtaining the best possible recovery for the Class.

122. Plaintiff can and will adequately represent the interests of all Class Members because Plaintiff seeks to obtain the same relief as all other Class Members: full compensation and penalties due to him. In addition, Plaintiff retained counsel with extensive experience in prosecuting complex wage and hour class actions who have worked diligently to obtain the proposed settlement for the Class.

123. I believe that this case could not have continued without Plaintiff's efforts and desire to obtain this positive result for the Class. There are no conflicts between Plaintiff and his Counsel and Class Members.

124. By consolidating 312 potential individual actions into a single proceeding, this Court's use of the class action device enables it to manage this litigation in a manner that promotes a better use of the time, effort, and expense for the litigants and the judicial system. Absent class treatment, similarly situated employees with small, but nevertheless potentially meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort, and expense required to prosecute individual actions. Accordingly, I believe class treatment is superior to other available methods for the fair and efficient adjudication of the controversy.

CLASS COUNSEL'S CLASS ACTION EXPERIENCE

125. Over the past ten years, my firm has been appointed as class counsel and received adequate and fair settlements in over 150 action lawsuits in the district and state courts of California with claims similar to those presented here. A list of the cases in which my firm has settled for plaintiffs in wage and hour employment actions pending throughout California is attached hereto as **Exhibit 4**.

126. I have been a Member of the American Bar Association since my admission to the Puerto Rico State Bar in January 2006. I have been a Member of the New York State Bar since April 2008, and a Member of the California State Bar since January 2010.

127. I received a Master of Law (LLM) with a concentration in Employment and Labor Law from the University of San Diego School of Law in May 2009.

128. I have over 19 years of experience representing employees in employment litigation. I have worked exclusively with class and representative maters since I joined GrahamHollis, APC in January

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

2009.

129. I currently serve as plaintiff's counsel of record in the following class and representative cases: *Adrian Perez v. RBS Triple Play Inc.,* Superior Court for the County of San Diego (litigation ongoing); *Andrea Angelis v. Maverick Enterprise, Inc.* Superior Court for the County of Solano (litigation ongoing); *Aramee Etcheverry v. Evergreen Hospitality, Inc.,* Superior Court for the County of Kern (litigation ongoing); *Bader Albeloushi v. Laksh, Inc.,* Superior Court for the County of Ventura (litigation ongoing); *Baltazar v. Ace Parking*, Superior Court for the County of San Diego (litigation ongoing); *Cervantes v. Terra Bella Nursery Inc.*, Superior Court for the County of San Diego (litigation ongoing); *Cole v. Talia First Class Limousines, Inc.*, Superior Court for the County of San Diego (litigation ongoing); *Cortes v. Option One Corporation*, Superior Court for the County of San Bernardino (litigation ongoing); *Eusebio, et al, v. Jiles Security*, Superior Court for the County of Riverside (litigation ongoing); *Francisco Garcia v. Canin Coatings, Inc*., Superior Court for the Couty of San Diego (litigation ongoing); *Goldman v. Bill Howe*, Superior Court for the County of San Diego (litigation ongoing); *Garcia v. Norcal Pool Construction*, Superior Court for the County of Santa Clara (litigation ongoing); *Guaudensio Arias v. Barry Saywitz Properties,* Superior Court for the County of Riverside (litigation ongoing); *Hendrickson v. Walmart*, U.S. District Court for the Southern District of California (litigation ongoing); *Jeremiah Adam Rush v. Pacific Coast Triage, LLC,* Superior Court for the County of San Diego (litigation ongoing); *Jesus Alberto Madriz Martinez v. GTMJ, Inc.*, Superior Court for the County of Santa Clara (litigation ongoing); *Jonathan Rosales v. ACCI Roofing Services,* Superior Court for the County of San Diego (litigation ongoing) *Lawson v. Executive Maintenance, Inc.,* Superior Court for the County of Orange (litigation ongoing); *Mark Joachim v. C & J Retail Inc.,* Superior Court for the County of Solano (litigation ongoing); *Maharaj v. Charter Communications*, U.S. District Court for the Southern District of California (litigation ongoing); *Marquez v. Lava DS, LLC*, Superior Court for the County of Los Angeles (litigation ongoing); *Menjivar v. Deanco HealthCare, LLC*, Superior Court for the County of Los Angeles (litigation ongoing); *Pulley v. Rayne Dealership Corporation*, Superior Court for the County of San Diego (litigation ongoing); *Raymond Soltero v. Stericycle, Inc*, Superior Court for the County of San Diego (litigation ongoing); *Richards v. Guardian*, Superior Court for the County of San Diego (litigation ongoing); *Rincon v. Melin,* Superior Court for the County of Merced (litigation ongoing); *Ruelas v. Bank of Southern California,*

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

N.A., Superior Court for the County of San Diego (litigation ongoing); *Ryan Yatman v. Gerber Collision California Inc.*, Superior Court for the County of San Diego (litigation ongoing); *Soberanis v. Restaurant Acapulco*, Superior Court for the County of Orange (litigation ongoing); .

130. Ommar Chavez was admitted to the State Bar of California in June 2020. Mr. Chavez has represented employees in class and representative actions and has assisted in a number of class and/or representative action cases, including, but not limited to, *Justin Cole v. Talia First Class Limousines,* San Diego Superior Court (litigation ongoing); *Jesse Garcia v. Norcal Pool,* Santa Clara Superior Court (litigation ongoing); *Nellie Rincon v. Melin Enterprises, Inc.*, Merced County Superior Court (litigation ongoing); *Clara Florez v. Universal Packaging West,* Riverside County Superior Court, (litigation ongoing); *Israel Gonzalez v. Dyma Brands, Inc., et al.* Tulare County Superior Court (litigation ongoing); *Oscar Serna v. Arena Stuart Rentals, inc.,* Santa Clara County Superior Court (litigation ongoing); *Juan Lopez v. Foley Family Wines, Inc.*, Sonoma County Superior Court (litigation ongoing); *Anthony Walters v. JAAM Builders Inc.,* in San Diego County Superior Court (litigation ongoing); *Mitch Mirador v. JAAM Builders Inc.,* in San Diego County Superior Court (litigation ongoing); *Jose Alberto Diaz Martinez v. Spear Management*, in Los Angeles County Superior Court (litigation ongoing). My firm has considerable experience handling complex wage and hour class action cases with claims similar to those asserted in this action and has successfully represented tens of thousands of employees throughout California. *See* Exhibit 4.

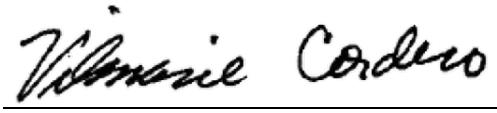
131. In conclusion, it is my opinion that this settlement is fair, reasonable, and adequate, and in the best interest of the Settlement Class. The settlement is a good result by any measure, considering Defendants' formidable defenses, the significant risks inherent in continued litigation, and the substantial benefits provided to Settlement Class Members.

132. Counsel on both sides share the view—endorsed by an experienced class action mediator—that this is a fair and reasonable settlement.

133. In light of these considerations, and the fact that the settlement was the product of protracted, contentious, and arm's-length negotiations between highly experienced counsel with the assistance of an experienced and neutral third-party mediator, Hon. Peter H. Kirwan, I believe that the settlement should be preliminarily approved

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

I declare under penalty of perjury under the laws of the state of California and the United States that the foregoing is true and correct. Executed on July 27, 2026, in San Diego, California.



Vilmarie Cordero

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

EXHIBIT 1

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Luis Sedano, et al. v. Jalimex Food Corporation, et al.
Santa Clara County Superior Court, Case No. 21CV386681

This Class Action and Private Attorneys General Act ("PAGA") Settlement Agreement ("Agreement") is made by and between Plaintiff Luis Sedano ("Plaintiff") and Defendants Jalimex Foods Corporation and JALIMEX (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party." This Agreement is made subject to approval of the Superior Court of the State of California for the County of Santa Clara ("Court") and the terms and conditions set forth herein.

1. DEFINITIONS.

1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Luis Sedano, et al. v. Jalimex Food Corporation, et al.*, Case No. 21CV386681, initiated on or about September 14, 2021, and pending in Superior Court of the State of California, County of Santa Clara.

1.2. "Administrator" means Apex Class Action, LLC ("Apex"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all current and former non-exempt employees who performed work for Defendants in the State of California at any time during the PAGA Period.

1.5. "Class" means all current and former non-exempt employees who performed work for Defendants in the State of California at any time during the Class Period.

1.6. "Class Counsel" means ARCH Legal, P.C., including Vilmarie Cordero and Ommar Chavez.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from March 20, 2017 to February 26, 2026, subject to the Escalator clause contained in Paragraph 3.1.1 of this Agreement.

1.13. "Class Representative" means Luis Sedano, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Santa Clara.

1.16. "Defendants" means named defendants Jalimex Foods Corporation and JALIMEX, collectively.

1.17. "Defense Counsel" means the law office of Casas Riley Simonian LLP, including Gregory C. Simonian and Valerie S. Higgins.

1.18. "Effective Date" means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $470,000, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraphs 3.1.1 and 8 below in exchange for the Released Class Claims and Released PAGA Claims. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment,

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses Payment.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i)[1].

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from January 15, 2020 to February 26, 2026.

1.32. "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 *et seq.*).

1.33. "PAGA Notice" means Plaintiff's May 12, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34. "PAGA Penalties" means the total amount of $15,000.00 paid as PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($3,750.00) and 75% to LWDA ($11,250.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

[1] All references in this Settlement to the Labor Code sections in the PAGA refer to the text of the PAGA prior to the effective date of the 2024 amendments to PAGA.

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

1.36. "Plaintiff" means Luis Sedano, the named plaintiff in the Action.

1.37. "Plaintiff's Individual Claims Settlement" means the payment of $30,000.00 to Plaintiff in exchange for a dismissal with prejudice of his individual claims for wrongful termination and retaliation as alleged in the operative Complaint and execution of a general release in favor of Defendants. Plaintiff's Individual Claims Settlement shall be subject to a separate settlement agreement and shall not be contingent on approval of this Class Action and PAGA Settlement Agreement.

1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. "Released Class Claims" means any and all claims alleged or which could have been alleged based on the factual allegations alleged in the Operative First Amended Complaint, arising during the Class Period, including but not limited to claims for Defendants' alleged failure to provide meal periods and related meal period premiums, failure to provide rest periods and related rest period premiums, failure to pay minimum and regular wages, failure to pay overtime wages, failure to provide accurate itemized wage statements, failure to timely pay all wages due upon termination of employment, and related unpaid wages, in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 246, 248.5, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, the provisions of the applicable IWC Wage Order(s), alleged violation of Business and Professions Code 17200 *et seq.,* interest, attorneys' fees, damages, liquidated damages, penalties and costs.

1.41. "Released PAGA Claims" means any and all claims alleged or which could have been alleged based on the factual allegations alleged in the Operative First Amended Complaint and the PAGA Notice dated May 12, 2021, arising during the PAGA Period , including but not limited to claims for Failure to Provide Compliant Meal Periods and Authorize and Permit Rest Periods [Labor Code Sections 204, 210, 226.7, 512, 558, 1198 and related sections of the applicable IWC Wage Order(s)], Failure to Timely Pay Minimum, Regular and Overtime Wages [Labor Code 204, 210, 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and related sections of the applicable IWC Wage Order(s)], Failure to Maintain Accurate Records [Labor Code 226, 1174, 1174.5, 1198 and related sections of the applicable IWC Wage Order(s)], Failure to Provide Accurate Itemized Wage Statements [Labor Code 226, 226.3, 246, 1198 and related sections of the applicable IWC Wage Order(s)], Failure to Timely Pay All Wages Due [Labor Code 201, 202, 203, 204, 210 and related sections of the applicable IWC Wage Order(s)], Retaliation [Labor Code 98.6, 246.5, 1102.5, 6310], Civil Penalties for Violation of Labor Code and IWC Wage Orders [Labor Code 98.6, 210, 226.3, 558, 558.1, 1102.5, 1174.1, 1174.5, 1197.1, 2699], Attorneys' Fees, Costs, Interest, Liquidated Damages, and Penalties [Labor Code 210, 218.5, 218.6, 225.5, 226, 248.5, 558, 1194, 1194.2, 1197.1, 2802, 2699 *et seq*.].

1.42. "Released Parties" means Defendants and their present and former employees, officers, directors, owners, members, managers, shareholders, agents, parents, subsidiaries, affiliates, insurers, operators, partners, joint ventures, franchisees, franchisors, consultants, attorneys, successors, and assignees.

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline to submit a Request for Exclusion or an Objection.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1. On or about September 14, 2021, Plaintiff commenced this Action by filing a Class Action and PAGA Complaint alleging wage and hour violations against Defendants. Plaintiff also alleged individual claims for retaliation and wrongful termination. On February 18, 2025, Plaintiff filed a First Amended, and now operative Complaint ("Operative Complaint") to correct a mistake to the Class Definitions in the initial complaint.

2.2. The Operative Complaint alleges causes of action against Defendants for violations of California's Labor Code and a claim for civil penalties under PAGA, and individual claims for retaliation and wrongful termination. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice dated May 12, 2021.

2.4. In March 2022, Plaintiff propounded a first set of written discovery.

2.5. In April 2024, the Parties engaged in the first private mediation in this matter. The parties were unable to reach a settlement after Defendant cited an inability to pay. The parties sought to conduct a second mediation in August 2024. However Defendants failed to provide the relevant documents necessary for mediation and thus, the mediation was cancelled and again the case proceeded to litigation.

2.6. In January 2025 Casas Riley Simonian LLP substituted as attorneys of record for Defendants and indicated Defendants were again interested in settlement and participating in a second private mediation.

2.7. On June 20, 2025, the parties participated in a full day private mediation with the Honorable Peter. H. Kerwin (Ret.). The parties ultimately reached a settlement

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

2.8. Prior to participating in the April 2024 mediation, Plaintiff obtained, through formal and informal discovery, all applicable written policies and procedures, a sampling of class member time and pay records, and class member contact information pursuant to the *Belaire-West* notice procedure. Plaintiff conducted several interviews with putative class members in advance of the mediation.

2.9. In advance of the June 20, 2025, mediation, Defendants informally produced an updated 20% sampling of time and pay records. The Parties believe that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.10. The Court has not granted class certification.

2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. In exchange for the releases herein, Defendants agree to pay $470,000 in full satisfaction of all Class and PAGA claims asserted in the Action. The Gross Settlement Amount is non-reversionary and does not include Defendants' share of payroll taxes. Defendants agree to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

3.1.1. Escalator Provision. It is estimated that there are approximately 312 Class Members who worked approximately 26,002 workweeks during the Class Period. If the actual total number of workweeks as of February 26, 2026 exceeds the estimate of 26,002 workweeks by ten percent (i.e. 28,602 workweeks), Defendants, at their sole discretion, may choose to (i) pay the pro rata percentage increase in excess of 10% of the Gross Settlement Amount to include the additional workweeks up to February 26, 2026, which is the end date of the Class Period (e.g. an 11% increase in workweeks will result in a 1% increase of the Gross Settlement Amount, or $474,700); or (ii) decide not to increase the Gross Settlement Amount, and the end of the Class Period will be the date that 28,601 workweeks were met, but not exceeded.

3.2. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment.

3.3. None of the Gross Settlement Amount will revert to Defendants.

3.4. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

3.4.1. [Intentionally Blank]

3.4.2. Service Payment to Plaintiff: Class Representative Service Payment to the Class Representative of not more than $7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee and separate from the Plaintiff's Individual Claims Settlement). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount allocated to be distributed among Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.4.3. To Class Counsel: Class Counsel will request and Defendants will not oppose, payment of Class Counsel Fees in an amount of 1/3 of the Gross Settlement Amount, or $156,666.68, and the reimbursement of all reasonably incurred Litigation Expenses in this Action to Class Counsel. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount allocated to be distributed among Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.4.4. To the Administrator: An Administrator Expenses Payment not to exceed $7,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than 7,990.00, the Administrator will retain the remainder in the Net Settlement Amount allocated to be distributed among Class Members.

3.4.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $15,000.00 to be paid from the Gross Settlement Amount, with 75% ($11,250.00) allocated to the LWDA PAGA Payment and 25% ($3,750.00) allocated to the Individual PAGA Payments.

3.4.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($3,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.4.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount allocated to be distributed

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

among Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.4.6. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.4.6.1. Tax Allocation of Individual Class Payments. Fifteen percent (15%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Forty percent (40%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for disputed interest, and forty-five percent (45%) will be allocated to disputed penalties (collectively, the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.4.6.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Data. Based on its records, Defendants estimate there are approximately 312 Class Members who collectively worked a total of 26,002 Workweeks during the Class Period. Not later than 15 calendar days after the Court grants Preliminary Approval of the Settlement, or as otherwise agreed by the Parties, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount within 30 days of the Effective Date, plus the employer's share of payroll taxes as determined by the Administrator.

4.3 Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

4.4 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.

4.5 Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.6 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.7 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). If the cost of redistribution is not greater than 50% of the amount of the uncashed funds, the Administrator may first redistribute such funds to those Class Members who did cash their initial settlement check on a pro rata basis. Any redistributed funds will be characterized as non-wage payments. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with Legal Aid at Work.

4.8 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1 Class Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and all Participating Class Members (and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns) will be deemed to have fully, finally and forever released, waived and discharged the Released Parties of all Released Class Claims.

5.2 PAGA Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and all Aggrieved Employees (and their respective former and

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns) and the State of California with respect to the Aggrieved Employees, will be deemed to have fully, finally, and forever released, waived and discharged the Released Parties of all Released PAGA Claims.

5.3 The Class Release and PAGA Release do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period or PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, the Class Release and PAGA Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6. MOTION FOR PRELIMINARY APPROVAL.

Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendants' Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and cy pres recipient Legal Aid at Work. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (l)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed cy pres recipient Legal Aid at Work; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator and/or the proposed cy pres recipient Legal Aid at Work; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the cy pres recipient. In their Declarations, Plaintiff and Class Counsel shall

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Defendants' counsel will be responsible for timely providing Defendants' Declaration in Support of Preliminary Approval as set forth in paragraph 6.1.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. Plaintiff's Counsel has selected Apex to serve as the Administrator after obtaining at least 3 different administration bids, and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. Plaintiff and his counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel and Defense Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Prior to mailing the Notice to Class Members, the Settlement Administrator shall perform a National Change of Address search and an Accurint (or substantially similar) in-depth skip trace to obtain the best possible address for Class Members.

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

7.4.3 Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS ") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.4 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall undertake reasonable efforts to locate a current address including performing an Experian (or substantially similar) in-depth skip trace, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.5 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 calendar days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.6 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. The date of the fax, email or postmark on the return mailing envelope will be the exclusive means to determine if a Request for Exclusion has been submitted timely.

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

7.5.2 The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including but not limited to the Released Class Claims and Released PAGA Claims herein, as well as any Judgment entered by the Court upon Final Approval of the Settlement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 1.40 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods and the Administrator's determination of the challenges to Defense Counsel and Class Counsel.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice was re-mailed).

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7.4 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to object to the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use a static website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will state the number of timely and valid Requests for Exclusion in the Administrator's Declaration that is to be filed with the Court in advance of the Final Approval hearing. Not later than 5 calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, provides the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 20% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain solely responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

ARCH Legal, P.C.
Vilmarie Cordero
Ommar Chavez
3555 Fifth Avenue, Suite 200
San Diego, California 92103

To Defendants:

Casas Riley Simonian LLP
Gregory Simonian
Valerie Higgins
55 N 3rd St, Suite 200
Campbell, CA 95008

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: E7B0C144-D36E-87F4-8160-3CDCA18C88BB

ACCEPTED AND AGREED:

PLAINTIFF

Dated: 5/22/2026

By: Firmado por: D6939F97760443B...

Luis Sedano

DEFENDANT JALIMEX FOODS CORPORATION

Dated: 06/12-2026

By:

Its: Baudelio "Bob" Garcia, CEO for JX and JFC

DEFENDANT JALIMEX

Dated: 06-16-2026

By:

Its: Baudelio "Bob" Garcia, CEO for JX

EXHIBIT A

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Luis Sedano, et al. v. Jalimex Food Corporation, et al.
Superior Court of the State of California, County of Santa Clara
Case No. 21CV386681

The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Jalimex Food Corporation and JALIMEX (collectively, "Defendants") for alleged wage and hour violations. The Action was filed by Luis Sedano ("Plaintiff") and seeks payment of back pay, damages, and penalties on behalf of (1) a class of non-exempt employees of Defendants who worked in California during the Class Period (March 20, 2017 through February 26, 2026) ("Class Members"); and (2) civil penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt employees of Defendants who worked in California during the PAGA Period (January 15, 2020 through February 26, 2026) ("Aggrieved Employees" or "PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

[CLASS MEMBER NAME] *[ID/CONTROL NUMBER]*

Two Parts	**Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)**	**Your Estimated Share**
Class Member	[INSERT] (During Class Period)	$[INSERT] (Individual Class Payment)
Aggrieved Employee	[INSERT] (During PAGA Period)	$[INSERT] (Individual PAGA Payment)

Based on Defendants' records, and the Parties' current assumptions, your Individual Class Payment (less withholdings) and your Individual PAGA Payment are shown in the chart above, along with the workweeks and pay periods worked you are credited with working during the Class Period and PAGA Period, respectively, according to Defendants' records. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.) If you believe you worked more workweeks or pay periods during either of the relevant periods, you can submit a challenge by the deadline. See Section 4 of this Notice for details.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below*:*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims and Released PAGA Claims described below.
OPT-OUT (EXCLUDE YOURSELF) **DEADLINE: [INSERT DATE]**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) not receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.
	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section **10** of this Notice.
OBJECT **DEADLINE: [INSERT DATE]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
DISPUTE YOUR WORKWEEKS OR PAY PERIODS WORKED **DEADLINE: [INSERT DATE]**	If you believe that your number of workweeks or pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks and pay periods you worked during the Class Period and PAGA Period. The numbers you are credited are shown in the chart on the first page, and are based on Defendants' records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section **4** of this Notice.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: **[INSERT DATE]** **TIME:** **[INSERT TIME] A.M. / P.M.** **PLACE:** **[INSERT LOCATION]**	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former non-exempt employee of Defendants. The Action accuses Defendants of violating California labor laws by: (1) failing to Provide meal periods and/or timely pay premium wages; (2) failing to provide rest periods and/or timely pay premium wages (3) failing to timely compensate for all hours worked, including minimum, regular, and/or overtime wages; (4) failing to pay all wages due and owing upon separation of employment and/or the mandatory waiting time penalties; (5) failing to furnish accurate itemized wage statements; (6) failing to maintain accurate records; (7) violating Business and Professions Code § 17200 et seq.; and (8) violating the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”)..

Defendants deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

Plaintiff is represented by counsel in the Action ("Class Counsel") and Defendants are represented by counsel ("Defense Counsel"). See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. Nothing has been proven or admitted in court. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a Final Approval Hearing.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $470,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement within thirty (30) days after the Effective Date. The Settlement will be Effective on the date the Court enters Judgment if no objections exist, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed and the Settlement is confirmed and final.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $156,666.68 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and actual litigation expenses. To date, Class Counsel have worked and incurred expenses associated with maintaining the class action without payment, and seek reimbursement of those expenses.

   B. Up to $7,500.00 as a Class Representative Service Payment to Luis Sedano for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $7,990.00 to the Administrator for services administering the Settlement.

   D. $15,000.00 for PAGA Penalties, allocated 75% ($11,250.00) to the LWDA PAGA Payment and 25% ($3,750.00) in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of fifteen percent (15%) of each Individual Class Payment to taxable wages ("Wage Portion"), forty percent (40%) for disputed interest, and forty-five percent (45%) for disputed penalties (the "Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the

proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). The void date will be not less than 180 calendar days from the date the check is mailed. If you don't cash it by the void date, your check will be automatically cancelled. The Administrator will transmit the uncashed funds to Legal Aid at Work as a *cy pres* recipient.

3. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments and will preserve their rights to personally pursue wage and hour claims against Defendant.

6. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant during the PAGA Period facts alleged in the Action

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and all Participating Class Members (and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns) will be deemed to have fully, finally and forever released, waived and discharged the

Released Parties of any and all claims alleged or which could have been alleged based on the factual allegations alleged in the Operative First Amended Complaint, arising during the Class Period, including but not limited to claims for Defendants' alleged failure to provide meal periods and related meal period premiums, failure to provide rest periods and related rest period premiums, failure to pay minimum and regular wages, failure to pay overtime wages, failure to provide accurate itemized wage statements, failure to timely pay all wages due upon termination of employment, and related unpaid wages, in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 246, 248.5, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, the provisions of the applicable IWC Wage Order(s), alleged violation of Business and Professions Code 17200 et seq., interest, attorneys' fees, damages, liquidated damages, penalties and costs. The Class Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have fully paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows:

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and all Aggrieved Employees (and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns) and the State of California with respect to the Aggrieved Employees, will be deemed to have fully, finally, and forever released, waived and discharged the Released Parties of any and all claims alleged or which could have been alleged based on the factual allegations alleged in the Operative First Amended Complaint and the PAGA Notice dated May 12, 2021, arising during the PAGA Period, including but not limited to claims for Failure to Provide Compliant Meal Periods and Authorize and Permit Rest Periods (Labor Code Sections 204, 210, 226.7, 512, 558, 1198 and related sections of the applicable IWC Wage Order(s)), Failure to Timely Pay Minimum, Regular and Overtime Wages (Labor Code 204, 210, 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and related sections of the applicable IWC Wage Order(s)), Failure to Maintain Accurate Records (Labor Code 226, 1174, 1174.5, 1198 and related sections of the applicable IWC Wage Order(s)), Failure to Provide Accurate Itemized Wage Statements (Labor Code 226, 226.3, 246, 1198 and related sections of the applicable IWC Wage Order(s)), Failure to Timely Pay All Wages Due (Labor Code 201, 202, 203, 204, 210 and related sections of the applicable IWC Wage Order(s)), Retaliation (Labor Code 98.6, 246.5, 1102.5, 6310), Civil Penalties for Violation of Labor Code and IWC Wage Orders (Labor Code 98.6, 210, 226.3, 558, 558.1, 1102.5, 1174.1, 1174.5, 1197.1, 2699), Attorneys' Fees, Costs, Interest, Liquidated Damages, and Penalties (Labor Code 210, 218.5, 218.6, 225.5, 226, 248.5, 558, 1194, 1194.2, 1197.1, 2802, 2699 et seq.). The PAGA Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers'

compensation benefits that arose at any time, or based on occurrences outside the PAGA Period.

4. HOW WILL PAYMENTS BE CALCULATED?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of workweeks worked by the Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3. Workweeks and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Notice. You have until [INSERT DATE] to challenge the number of workweeks or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

   You must support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of workweeks and pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and pay period challenges based on your submission and on input from Class Counsel and Defense Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out.) The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members who are Aggrieved Employees. If you opted out of the Class Settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, an Individual PAGA Payment check to every Non-Participating Class Member who qualifies as an Aggrieved Employee.

3. Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you wish to opt out, you must submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement to the Administrator. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to

personally sign your request, identify the Action as *Luis Sedano, et al. v. Jalimex Food Corporation, et al.*, Santa Clara County Superior Court Case No. 21CV386681, and include your identifying information. You must make the request yourself. If someone else makes the request for you, it will not be valid. Send your request to be excluded to the Administrator by [RESPONSE DEADLINE] or it will be invalid. Section 9 of this Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 court days before the [INSERT DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a request for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also access this information from the Administrator's website or from the Court Clerk's office at the address and/or website set forth in Section 8 below.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [INSERT DATE]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Luis Sedano, et al. v. Jalimex Food Corporation, et al.*, Santa Clara County Superior Court Case No. 21CV386681, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [INSERT DATE] at [INSERT TIME] in Department [INSERT DEPARTMENT] of the Superior Court of the State of California, County of Santa Clara, located at [INSERT ADDRESS]. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend at your own cost) either personally, virtually. You may also check the Court's website for the most current information [INSERT COURT WEBSITE].

Class members may appear at the final approval hearing in person or remotely using the Court's virtual appearance platform. Instructions for appearing remotely should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website or contact Class Counsel at the contact information in Section 9 of this Notice to verify the hearing date and time.

9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Administrator's settlement website at [INSERT ADMIN WEBSITE], (b) online on the Court's website at [INSERT COURT WEBSITE], (c) in person at the Court's Clerk's Office, or (d) by contacting Class Counsel or the Administrator (see below).

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel:

ARCH Legal, P.C.
Vilmarie Cordero
Ommar Chavez
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
Phone: 619.692.0800
Fax: 619.692.0822
Website: www.archlegal.com

Defense Counsel:

Casas Riley Simonian LLP
Gregory C. Simonian
Valerie S. Higgins
55 N 3rd St, Suite 200
Campbell, CA 95008
Phone: 650.948.7200
Fax: 650.948.7220
Website: www.legalteam.com

Settlement Administrator:

Apex Class Action, LLC
Email Address: [INSERT EMAIL]
Mailing Address: [INSERT ADDRESS]
Telephone: [INSERT PHONE]
Fax Number: [INSERT FAX]
Website: [INSERT WEBSITE]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check and for good cause as mutually agreed upon by the Parties in writing. Once your check is void, there is no way to recover the money as it will be transmitted to Legal Aid at Work.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. Your check will be sent to the address on this Notice unless the Administrator is notified of a change. See Section 9 of this Notice for the Administrator's contact information.

EXHIBIT 2

EXHIBIT 3

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Erik Dos Santos
edossantos@grahamhollis.com
619.906.4026 direct

May 12, 2021

VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Jalimex Foods Corporation
c/o Baudelio Garcia, Agent for Service of Process
697 Lenfest Road
San Jose, CA 95133-1616

Jalimex
c/o Baudelio Garcia, Agent for Service of Process
14371 Industry CR
La Mirada, CA 90638

Re: **Luis Sedano's' Wage and Hour Claims Against Jalimex**

Dear Labor and Workforce Development Agency, Jalimex Foods Corporation and Jalimex:

Please be advised that Luis Sedano ("Claimant") has retained our firm, Graham**Hollis**, APC, to represent him for claims against his former employers Jalimex Foods Corporation and Jalimex. ("the Companies").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency ("LWDA") and the Companies of the alleged Labor Code violations Claimant claims that the Companies committed against him and all other current or former non-exempt employees of the Company in California during the relevant statutory period. Claimant provides this notice, which includes facts and theories to support the Labor Code violations herein, in accordance with the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698 *et seq*., "PAGA"), Labor Code § 2699.3. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant intends to represent himself and all other current and former employees who performed work for the Companies in California during the relevant time period (referred to herein as "Companies

Graham S.P. Hollis
Vilmarie Cordero
Nathan Reese
Hali Anderson
David Lin
Erik Dos Santos
Alex Kuner
Monique Rodriguez
Ridgeway Woulfe

Employees"). All Companies Employees, including Claimant are believed to have suffered at least one of the wage and hour violations described herein during their employment with the Companies. Claimant contends that he and all other Companies Employees are "aggrieved employees" as defined by the PAGA.

FACTUAL BACKGROUND

The following factual background is presented on information and belief. Jalimex Foods Company is located in San Jose, California and supplies authentic products for Mexican Restaurants in California. Jalimex is an alter ego, joint employer, and/or acts an integrated/joint enterprise with Jalimex Foods Company. Notably, both Jalimex entities holds themselves out as a single entity that performs the same services and operates as a single enterprise[1]. Jalimex and Jalimex Foods Company are also owned and operated by the same ownership. At all relevant times, Claimant contends that there was a unity of interest, ownership and control between Jalimex and Jalimex Foods Company such that each entity acted as a single employer of Claimant and all other Companies Employees. At all relevant times, Claimant also alleges that Jalimex and Jalimex Foods Company had control over all Companies Employees. Claimant further asserts that Jalimex and Jalimex Foods Company are jointly and severally liable for each of the violations alleged herein.

Claimant worked for the Companies as a truck driver on or about 2014 until he was wrongfully terminated in November 2020. Claimant's primary duties included delivering food and other supplies to stores and restaurants, unloading the merchandise and waiting for the recipient to sign off on the order. Claimant typically worked five to six days a week from approximately 5:30 a.m. 10:30 a.m. or 11:30 a.m..

Claimant alleges that the Companies denied, and are continuing to deny, Claimant and other Companies Employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Order. Specifically, the Companies failed to, and continue to fail to, provide Claimant and other Companies Employees with legally compliant meal and/or rest periods and/or pay them meal and/or rest period premiums; failed to, and continue to fail to pay Companies Employees all minimum, regular, and/or overtime wages for all time actually worked; failed to, and continue to fail to, maintain accurate records and furnish accurate itemized wage statements; failed to, and continue to fail to, provide accurate written notice of sick leave; and failed to, and continue fail to, timely pay all wages due and owing upon separation of employment. Upon information and belief, all policies, practices, procedures, and/or guidelines of the Companies applicable to Claimant were also applicable to all other Companies Employees.

For example, the Companies do not have a compliant meal period policy and failed to inform Claimant and other Companies Employees of their right to a 30-minute, uninterrupted meal period, and consistently denied Claimant and other Companies Employees the opportunity to take a 30-minute, uninterrupted meal period. Claimant and other Companies Employees often took late, short, or interrupted meal breaks or missed their meal breaks in their entirety due to their job requirements. Although Claimant and other aggrieved employees were unable to take compliant meal periods, the Companies failed to pay Claimant and/or other Company Employees the additional one hour pay at the employee's regular rate of pay as required under Labor Code § 226.7 and §§ 11 and 12 of the applicable IWC Wage Order.

The Companies also do not have a complaint rest period policy and do not authorize and permit Claimant and other aggrieved employees to take 10 minute rest periods for every four hours worked, or

[1] https://www.jalimex.biz/contact/

major fraction thereof. Claimant and other aggrieved employees could not take off-duty 10 minute rest breaks because their job requirements and the Companies' understaffing prevented compliant rest breaks. The Company also never compensated Claimant and other aggrieved employees an additional hour of pay at their regular rate of pay for each day they did not receive a rest period.

The Companies also failed to pay Claimant and other aggrieved employees all minimum and overtime wages. The Companies required Claimant and other aggrieved employees to have Slack installed on their personal cell phones and required Claimant and other aggrieved employees to respond to messages while off-the clock and during their meal periods. However, the Companies failed to pay Claimant and other aggrieved employees for the time spent viewing and answering the messages. Furthermore, the Companies failed to pay Claimant and other aggrieved employees for the time spent working during the meal periods when they were interrupted.

Furthermore, the wage statements provided to Claimant and the other Companies Employees fail to list the correct applicable hourly rates and the corresponding number of hours worked at each rate, the one hour additional rate of regular pay for not taking compliant meal and/or rest breaks, and the correct amount of gross and net wages earned, as required under Labor Code section 226. Specifically, the wage statements list the Overtime hourly rate at one half of the employees regular rate of pay, when it should be 1.5 times the regular rate of pay. In addition, the wage statements do not provide the total regular hours worked. Thus, the wage statements have the incorrect rates of pay and incorrect hours listed on them and because the Company has failed to list "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." The Companies also fail to list name and address of the legal entity that is the employer. The Companies also failed to provide and include sick pay totals on its wage statements, as required under the Labor Code.

As a direct result of the aforementioned Labor Code violations, the Companies failed to timely pay Claimant and other Companies Employees all wages due and payable, including minimum, regular, and overtime wages for all hours worked. As a direct result of the aforementioned Labor Code violations, the Companies failed to keep accurate records.

The Companies also did not pay Claimant and, on information and belief, other Companies Employees all wages due and payable during and upon separation of employment, including minimum, regular, and overtime wages for all hours worked, and meal and rest premium wages, as required pursuant to Labor Code §§ 201, 202, and 204.

The Companies also engaged in retaliation against Claimant and wrongfully terminated him in violation of the Labor Code. During Claimant's employment, he tested positive for COVID-19, but was harassed for his COVID-19 test result. After informing his general manager of a negative test result the general manager informed Claimant that they did not have a job for him. Claimant then reached out to a Truck Manager for more information and the truck manager informed Claimant that they were in desperate need for truck drivers and that the Company was actually busy hiring more people. Claimant again reached out to the General Manager about obtaining papers to apply for Unemployment benefits, but the General Manager told him that he could not apply.

Due to the foregoing Labor Code violations, the Companies denied Claimant and other aggrieved employees certain rights afforded them under the California Labor Code and IWC Wage Orders. Claimant makes these claims against the Companies on behalf of himself and all other current and former Company Employees in California.

The facts and/or claims contained herein are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and/or theories discovered after the sending of this letter on behalf of himself and other current or former Company Employees against the Company and/or other persons that may be discovered after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Companies, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Companies, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Companies. Claimant reserves the right to revise these facts and/or add any new claims by amending this letter and/or by adding claims to his civil complaint.

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND AUTHORIZE AND PERMIT REST PERIODS

(Labor Code §§ 204, 210, 226.7, 512, 558, 1198 and the "Meal Periods" and "Rest Periods" sections of the applicable IWC Wage Order)

Labor Code § 226.7(b) states,

> [a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission…" Labor Code section 226.7(c) states, "[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law… the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 512(a) states,

> [a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes and [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

The "Meal Periods" section of the applicable IWC Wage Order states,

> [n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked. An 'on duty' meal period shall be permitted only when the nature of the work prevents an employee from

> being relieved of all duty and when by written agreement between the parties an on-the- job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

The "Rest Periods" section of the applicable IWC Wage Order states,

> [e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

Furthermore, "[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

Labor Code § 1198 states,

> [t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Premium wages under Labor Cod § 226.7 are wages that are due payable in accordance with the Labor Code § 204. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.

Labor Code § 210 mandates that, "…every person who fails to pay the wages of an employee as provided in Section…204…shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code § 558 states,

> [a]ny 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 as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) Wages recovered pursuant to this section shall be paid to the affected employee.

As set forth above, the Companies failed to provide Claimant and other aggrieved employees with the opportunity to take compliant meal and rest periods, as required by California law. Consequently, Claimant and other aggrieved employees are entitled to receive one-hour of premium wages for each day a

compliant meal and rest period was not provided. Claimant will pursue all available remedies for the Companies' violations on behalf of himself and other aggrieved employees to the extent allowed by law.

FAILURE TO TIMELY PAY MINIMUM, REGULAR, AND/OR OVERTIME WAGES
(Labor Code §§ 204, 210, 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order)

Labor Code § 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

Labor Code § 1197.1 states,

> Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203....

Labor Code § 1198 states,

> [t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code § 1199 imposes " a fine of not less than one hundred dollars ($100)" for any employer who violates the provisions set forth in Labor Code §1198.

Labor Code § 510 states,

> [e]ight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Order mandate the same requirements as Labor Code §510.

Labor Code § 204 (a) states in pertinent part, "[a]ll wages…earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

Furthermore, Labor Code § 204 (b)(1) states, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

Labor Code § 210 provides that, "every person who fails to pay the wages of an employee as provided in Section…204… shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

The "Minimum Wages" section of the applicable IWC Wage Order also states that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

Labor Code § 223 states, "[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract."

In addition, Labor Code § 225.5 provides that

> every person who unlawfully withholds wages due any employee in violation of § 223 shall be subject to a civil penalty as follows: (a) For any initial violation, one hundred dollars ($100) for each failure to pay each employee; (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Labor Code § 558 states,

> [a]ny 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 as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) Wages recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 1194(a) states,

> [a]ny employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum

> wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon are provided for under Labor Code § 1194.2.

As set forth above, the Company failed to pay Claimant and other Companies Employees all minimum, regular, and overtime wages, in violation of California law. Claimant will pursue all available remedies for the Companies' violations on behalf of himself and other Company Employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 226(a), 226 (e)(1), 1174, 1174.5, 1198, and the "Records" section of the applicable IWC Wage Order)

Labor Code § 1174 states,

> [e]very person employing labor in this state shall… [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. See also Labor Code §226 (a).

The "Records" section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal period, total daily hours worked, total wages paid each payroll period, total hours worked in the payroll period, and applicable rates of pay.

Labor Code § 1174.5 imposes a civil penalty of $500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of $100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides,

> [a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

As set forth above, the Companies failed to keep accurate records. Claimant will pursue all available remedies for the Companies' violations on behalf of himself and other aggrieved employees to the extent allowed by law.

GRAHAM HOLLIS APC

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226, 226.3, 246, 1198, and the "Records" section of the applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees showing:

> (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, … (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, … (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer…, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 226(e) imposes a penalty of the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of $4,000, and Claimant is entitled to an award of costs and reasonable attorney's fees. Labor Code § 226.3 imposes an additional civil penalty on the employer of $250 per employee per violation of Labor Code § 226(a) in an initial citation and $1,000 per employee for each violation in a subsequent citation.

Labor Code § 246(i) provides that,

> [a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of § 226.

The "Records" section of the applicable IWC Wage Order states that,

> [e]very employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

As set forth above, the Companies failed to provide Claimant and other Aggrieved Employees with accurate wage statements. The wage statements failed to include the applicable hourly rates and the corresponding number of hours worked at each rate, the one hour additional rate of regular pay for not taking compliant meal and/or rest breaks, or the correct amount of gross and net wages earned. The Companies also fail to list name and address of the legal entity that is the employer. The Companies also failed to provide and include sick pay totals on its wage statements, as required under the Labor Code. Claimant will pursue all available remedies for the Companies' violations on behalf of himself and other Companies Employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL WAGES DUE

(Labor Code §§ 201, 202, 203, 204, 210, and the "Minimum Wages" section of the applicable IWC Wage Order)

Labor Code § 201 states, in pertinent part, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code § 202 states, in pertinent part,

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203(a) states, in pertinent part,

> [i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

Labor Code § 204(a) states in pertinent part, "[a]ll wages…earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

Furthermore, Labor Code § 204(b)(1) states, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

Labor Code § 210 provides that, "every person who fails to pay the wages of an employee as provided in Section…204…shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

The "Minimum Wages" section of the applicable IWC Wage Order also states that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the

applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

As set forth above, the Companies failed to pay Claimant and other Companies Employees all minimum, regular, and overtime wages or all meal and rest period premium wages that they were owed within the required time during their employment. Furthermore, the Companies failed to pay Claimant all wages owed at the time of termination of his employment. As a result of the Companies' failure to comply with the aforementioned Labor Code provisions, the Companies owe waiting time penalties. Claimant will pursue all available remedies for the Companies' violations on behalf of himself and other aggrieved employees to the extent allowed by law.

RETALIATION
(Labor Code §§ 98.6, 246.5, 1102.5, and 6310)

Labor Code § 98.6(a) mandates,

> [a] person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.

Labor Code § 98.6(a)(3) further provides that, "[i]n addition to other remedies available, an employer who violates this section is liable for a civil penalty not exceeding ten thousand dollars ($10,000) per employee for each violation of this section, to be awarded to the employee or employees who suffered the violation."

Labor Code § 246.5(c)(1) states,

> An employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint with the department or alleging a violation of this article, cooperating in an investigation or prosecution of an alleged violation of this article, or opposing any policy or practice or act that is prohibited by this article.

Labor Code § 1102.5(b) states,

> [a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

In addition to other penalties, "an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars ($10,000) for each violation" of Labor Code § 1102.5(b).

Labor Code § 6310(a) provides, in pertinent part,

> "[n]o person shall discharge or in any manner discriminate against any employee because the employee has done any of the following: (1) Made any oral or written complaint to the division, other governmental agencies having statutory responsibility for or assisting the division with reference to employee safety or health, his or her employer, or his or her representative. (2) Instituted or caused to be instituted any proceeding under or relating to his or her rights or has testified or is about to testify in the proceeding or because of the exercise by the employee on behalf of himself, herself, or others of any rights afforded him or her. . . ."

Labor Code § 6310(b) further states,

> "[a]ny employee who is discharged . . . because the employee has made a bona fide oral or written complaint to the division, other governmental agencies having statutory responsibility for or assisting the division with reference to employee safety or health, his or her employer, or his or her representative, of . . . work practices, in his or her employment or place of employment . . . shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer. Any employer who willfully refuses to rehire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a misdemeanor."

As set forth above, the Companies engaged in retaliation against Claimant and wrongfully took adverse employment action against him when they terminated his employment after taking COVID-19 sick leave and asking for unemployment documents.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code §§ 98.6 (a)(3), 210, 226.3, 558, 558.1, 1102.5(e), 1174.1, 1197.1 and 2699(f))

Labor Code § 98.6(a)(3) further provides that, "[i]n addition to other remedies available, an employer who violates this section is liable for a civil penalty not exceeding ten thousand dollars ($10,000) per employee for each violation of this section, to be awarded to the employee or employees who suffered the violation."

Labor Code § 210 provides that any person who fails to pay wages as provided in §§ 201.3, 204, 204b, 204.1 204,2 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation $200 for each failure to pay each employee, plus 25% if the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226 (a), Labor Code § 226.3 imposes a civil penalty of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation.

Labor Code § 558 subjects any employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as follows:

> [f]or any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred ($100) for each underpaid employee for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

Labor Code section 558.l (a) states that

> [a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

This includes the owners, officers, directors, or managing agents of the employer pursuant to Labor Code § 558.l(b).

Labor Code § 1102.5 (b) states,

> [a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the

> employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

In addition to other penalties, "an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars ($10,000) for each violation of Labor Code § 1102.5.

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of $500.

Similarly, Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

> (1) [f]or any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
>
> (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
>
> (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of $100 per pay period, per employee for the initial violation and $200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 98.6, 201, 202, 203, 204, 205, 226(a), 226.7, 510, 512, 1102.5, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, 1199, and 6310 and IWC Wage Orders 16-2001.

As set forth above, the Companies underpaid Claimant and other Companies Employees by failing to pay them all regular, minimum, and overtime wages owed, as well as all meal and rest period premium wages owed, as required under Labor Code and the applicable sections of the applicable IWC Wage Order. As a result, the Companies are liable for civil penalties under the Labor Code and Claimant will pursue all available remedies for the Companies' violations on behalf of himself and other Companies Employees to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES
(Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 248.5, 558, 1194, 1194.2, 1197.1, 2802, and 2699, *et seq.*)

Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 248.5, 558, 1194, 1194.2, 1197.1, and 2699, *et seq*., among others, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code section 2699, *et seq*., an aggrieved employee is entitled to 25% of the penalty assessment, which is $100 for the first violation and $200 for each subsequent violation, and 100% of the underpaid wages. Accordingly, the Company is liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies, including those provided by PAGA, for these violations on behalf of himself and other aggrieved employees.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to him or other losses incurred by him or by any other non-exempt employee of the Companies, Claimant reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Very truly yours,

Erik Dos Santos

EDS/MV

Magdalena Valdez

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, May 12, 2021 8:53 AM
To: Magdalena Valdez
Subject: Thank you for submission of your PAGA Case.

5/12/2021

LWDA Case No. LWDA-CM-831962-21
Law Firm : GrahamHollis APC
Plaintiff Name : Luis Sedano
Employer: Jalimex Foods Corporation
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Magdalena Valdez

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, May 12, 2021 8:54 AM
To: Magdalena Valdez
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-831962-21
Order Number: ORD-000106014
Total:$75.00
Card Type: Visa
Date: 5/12/2021

Billing Information
Name: Graham Hollis
Email: mvaldez@grahamhollis.com
Billing Address:
3555 Fifth Avenue, Suite 200
San Diego, California
92103

State of California
Labor and Workforce Development Agency / Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *: Maggie

Your Last Name *: Valdez

Firm Name (if any) *: GrahamHollis APC
(Enter "in pro per" if you are representing yourself)

Your Email Address *: mvaldez@grahamhollis.co

Your Street Name, Number and Suite/Apt *: 3555 Fifth Ave, Suite 200

Your Mobile Phone Number:

Your City *: San Diego

Your Work Phone Number: 619 906-4011

Your State *: California

Your Zip/Postal Code *: 92103

Plaintiff Information

Plaintiff/Aggrieved Employee Name *: Luis Sedano

Plaintiff/Aggrieved Employee Occupation *: Truck Driver

Add Additional Plaintiffs

Employer Information

Employer Entity Type: Corporation

Employer Name *: Jalimex Foods Corporation
Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt: 697 Lenfest Road

Employer City: San Jose

Employer State
California

Employer Zip/Postal Code
95133

Employer Industry *
Other

Employer Industry for "Other" *
Supplies authentic produc

Add additional defendants

- [x] Add any entity other than an individual
- [ ] Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type
Other/Don't Know

Employer Name *
Jalimex
Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt
14371 Industry CR

Employer City
La Mirada

Employer State
California

Employer Zip/Postal Code
90638

Employer Industry *
Other

Employer Industry for "Other" *
Supplies authentic produc

Add Additional Employers

Notice General Information

Estimated Number of Employees Impacted by Violations *
100

Notice Violations - Check All that Apply *

- [ ] Child Labor
- [ ] Misclassification Employee Classified as Contractor
- [ ] Misclassification NonExempt Classified as Exempt
- [x] Minimum Wage
- [x] Overtime
- [x] Not paid for all hours worked
- [x] Not paid wages due on termination
- [ ] Other Unpaid Wages
- [ ] Tips or Gratuities
- [ ] Payment or Reimbursement of Employee Expenses
- [ ] Improper Form of Payment Including NSF Checks
- [ ] Kickbacks
- [x] Meal and Rest Breaks
- [ ] Sick Leave
- [ ] Lactation Accommodation (Labor Code 1030-1033)
- [ ] Not providing required time off, other
- [ ] Pay Discrimination on basis of sex, (Labor Code 1197.5)
- [ ] No Wage Statements
- [x] Improper or Incomplete Wage Statements
- [x] Other Notice or Posting or Recordkeeping
- [ ] Public Works (Labor Code 1720 - 1815)
- [ ] Apprenticeship (Labor Code 3070 - 3098)
- [ ] Occupational Safety and Health (Labor Code 6300 et seq)
- [ ] No Workers' Compensation
- [ ] Licensing, Registration, or Permit
- [ ] Unfair Immigration Activities
- [ ] Agricultural Labor Relations
- [ ] Industrial Homework
- [ ] Retaliation for Protected Status or Activity (Specify)
- [x] Other

Child Labor - Specify Ages

Provide Details of Other Violation *

Retaliation Labor Code sections 98.6, 246.5, 1102.5, 6310

Other(Maybe Multiple)

- [ ] Other Violation

PAGA Claim Type – Check All that Apply *

- [ ] Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- [ ] Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- [x] Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of $75 is required to file a new PAGA claim notice.

IFP

- [ ] I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW–001) or similar form to this submission.

Billing information

Billing First Name * Graham

Billing Last Name * Hollis

Billing Email * mvaldez@grahamhollis.co

Billing Phone 6196920800

Billing Street Name, Number and Suite/Apt * 3555 Fifth Avenue, Suite 200

Billing City * San Diego

Billing State * California

Billing Zip/Postal Code * 92103

Credit Card Type * Visa

Credit Card Number * 4100400120703460

CVV Number * 292

Credit Card Expiration Month * 01 (mm)

Credit Card Expiration Year * 2023 (yyyy)

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) * Choose File 2021 05 12 GH...A Letter.pdf

Other Attachment – (if any) (must be a .pdf) Choose File No file chosen

Add Another Attachment

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

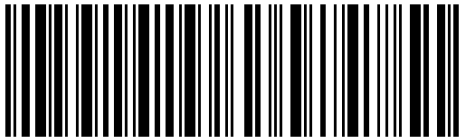
IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☐ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page Submit

GrahamHollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



9414 8118 9876 5893 3381 11

Jalimex Foods Corporation
co Baudelio Garcia AFSOP
697 LENFEST RD
SAN JOSE CA 95133-1616

$6.95 US POSTAGE
FIRST-CLASS
May 12 2021
Mailed from ZIP 92103
4 oz First-Class Mail Flats Rate

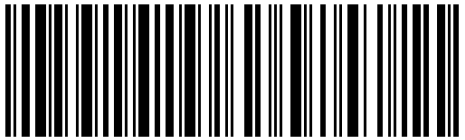
11923275

062S0012913542

34963-00001 SEDANO JALIMEX MV

GrahamHollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



9414 8118 9876 5893 3380 74

Jalimex
co Baudelio Garcia AFSOP
14371 INDUSTRY CR
LA MIRADA CA 90638-0000

$6.95 US POSTAGE
FIRST-CLASS
May 12 2021
Mailed from ZIP 92103
4 oz First-Class Mail Flats Rate

11923275

062S0012913542

34963-00001 SEDANO JALIMEX MV

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

GrahamHollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL

9414 8118 9876 5893 3380 74

Jalimex
co Baudelio Garcia AFSOP
14371 INDUSTRY CR
LA MIRADA CA 90638-0000

$6.95 US POSTAGE
FIRST-CLASS
May 12 2021
Mailed from ZIP 92103
4 oz First-Class Mail Flats Rate

11923275

stamps endicia

062S0012913542

Reference	34963-00001 SEDANO JALIMEX MV
USPS #	9414811898765893338074
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 2:47 pm on May 14, 2021 in LA MIRADA, CA 90638.
USPS History	Departed USPS Regional Facility, May 13, 2021, 5:36 pm, SANTA ANA CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, May 13, 2021, 4:10 am, SANTA ANA CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 05/12/2021, 10:37 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, May 12, 2021, 9:22 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, May 12, 2021, 6:00 pm, SAN DIEGO, CA 92103

Electronic Delivery Confirmation Report © 2021 Certified Mail Envelopes, Inc. All rights reserved.
The data collected for this mail label was authored and reported by The United States Postal Service USPS. Copies are available from your Post Office or online at www.USPS.com. USPS Certified Mail™ is a registered trademark of The United States Postal Service. All rights reserved.
Report Design Copyright 2021 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com
Date Verified: 05/15/2021 (UTC)

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

GrahamHollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL

9414 8118 9876 5893 3381 11

Jalimex Foods Corporation
co Baudelio Garcia AFSOP
697 LENFEST RD
SAN JOSE CA 95133-1616

$6.95 US POSTAGE
FIRST-CLASS
May 12 2021
Mailed from ZIP 92103
4 oz First-Class Mail Flats Rate

11923275

stamps endicia

062S0012913542

Reference	34963-00001 SEDANO JALIMEX MV
USPS #	9414811898765893338111
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 2:00 pm on May 14, 2021 in SAN JOSE, CA 95133.
USPS History	Out for Delivery, 05/14/2021, 7:46 am, SAN JOSE, CA 95133 Arrived at Post Office, 05/14/2021, 7:35 am, SAN JOSE, CA 95132 Departed USPS Regional Destination Facility, 05/14/2021, 4:13 am, SAN JOSE CA DISTRIBUTION CENTER Arrived at USPS Regional Destination Facility, 05/13/2021, 3:57 pm, SAN JOSE CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 05/12/2021, 10:37 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, May 12, 2021, 9:22 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, May 12, 2021, 5:58 pm, SAN DIEGO, CA 92103

Electronic Delivery Confirmation Report © 2021 Certified Mail Envelopes, Inc. All rights reserved.
The data collected for this mail label was authored and reported by The United States Postal Service USPS. Copies are available from your Post Office or online at www.USPS.com. USPS Certified Mail™ is a registered trademark of The United States Postal Service. All rights reserved.
Report Design Copyright 2021 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com
Date Verified: 05/15/2021 (UTC)

UNITED STATES POSTAL SERVICE

May 15, 2021

Dear Reference 34963 00001 SEDANO JALIMEX MV:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5893 3380 74**.

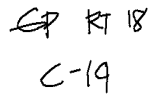
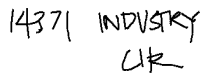
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	May 14, 2021, 2:47 pm
Location:	LA MIRADA, CA 90638
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	co Baudelio Garcia AFSOP Jalimex

Shipment Details

Weight:	4.0oz

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

UNITED STATES POSTAL SERVICE

May 15, 2021

Dear Reference 34963 00001 SEDANO JALIMEX MV:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5893 3381 11**.

Item Details

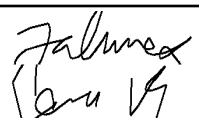
Status:	Delivered, Left with Individual
Status Date / Time:	May 14, 2021, 2:00 pm
Location:	SAN JOSE, CA 95133
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	on

Shipment Details

Weight:	4.0oz

Recipient Signature

Signature of Recipient:



Address of Recipient:

697 LENFEST RD SAN JOSE,
CA 95133

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

EXHIBIT 4

Appointed as Class Counsel[1] for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions,* settled for $3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.,* settled for $800.000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.,* settled for $3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.,* settled for $60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded $141,659.07 in fees.
- *Madera v. Universal Alloy Corporation,* settled for $4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.,* settled for $972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.,* settled for $3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.,* settled for $950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for $5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.,* settled for $1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance,* settled for $225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.,* settled for $10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

[1] List includes cases filed by ARCH Legal, P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.,* settled for $490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.,* settled for $2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation,* settled for $5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation,* settled for $1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.,* settled for $10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.,* settled for $14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.,* settled for $2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company,* settled for $4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions,* settled for $750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.,* settled for $600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC,* settled for $1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.,* settled for $1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Coombes, et al. v. HR Support,* settled for $525,000.00 on behalf of approximately 1,190 class members, and Judge Markman awarded 33.33% in fees.
- *Gray v. Moz Designs, Inc.,* settled for $124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobdy v. Landmark Event Staffing Services, Inc.,* settled for $245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation,* settled for $995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.,* settled for $883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence,* settled for $1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates,* settled for $6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport,* settled for $233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for $150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.,* settled for $1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.,* settled for $1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *AMF Bowling Wage and Hour Cases*, settled for $4.33 million on behalf of approximately 12,283 class members, and Judge Barmann Jr. awarded 34% in fees.

- *McGough v. Love's Travel Stops & Country Stores, Inc.,* settled for $3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.
- *Muniz v. Norman Etchison, Inc.* settled for $350,000 on behalf of 118 employees, Judge Barmann awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company,* settled for $1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Arong v. Integra Beauty, Inc.*, settled for $400,000.00 on behalf of approximately 231 class members, and Judge Kuhl awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.,* settled for $950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.,* settled for $2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.,* settled for $625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.,* settled for $145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.,* settled for $1,000,000 on behalf of 244 class members, and Judge Riff awarded 40% in fees.
- *Garcia v. Menzies Aviation, Inc.,* settled for $1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.,* settled for $900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.,* settled for $225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.,* settled for $950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.,* settled for $1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.

- *Jimenez v. Golden Star Technology, Inc.*, settled for $114,000 on behalf of approximately 43 aggrieved employees, and Judge Rice awarded 33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for $9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.
- *Lopez v Infosys Limited,* settled for $2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33 in fees.
- *Lucarini v. Dresser, Inc.,* settled for $1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation,* was settled for $1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.,* settled for $13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Olmsted v. Mercury Insurance* Services*, LLC*, settled for $2.8 million on behalf of approximately 3,838 class members, and Judge Kuhl awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for $1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC,* settled for $2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP,* settled for $1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations,* settled for $3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services,* settled for $582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica,* settled for $2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.,* settled for $2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.,* settled for $3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.

- *Whittington v. Eureka Restaurant Group, LLC,* settled for $200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy,* settled for $1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.,* settled for $6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.
- *Wright v. Menzies Aviation, Inc.,* was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Bernardo v. Firstelement Fuel, Inc.,* settled for $751,000.00 on behalf of approximately 139 aggrieved employees, and Judge Claster awarded 30% in fees.
- *Chima v. Beckman Coulter, Inc.,* settled for $225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases,* settled for $6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.,* settled for $1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.,* settled for $1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California,* settled for $1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.,* settled for $1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.,* settled for $1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.,* settled for $600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products,* settled for $2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.

- *Valenzuela v. Enver Solar, Inc.,* settled for $575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Becerra v. Moncler USA Retail, LLC.,* settled for $447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.
- *Digiacomo v. Castelli's Ristorante,* settled for $225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.,* settled for $2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.,* (Representative Action), settled for $650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Steepe v. Responsible Medical Solutions Corp.,* settled for $629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vega v. Fondomonte California, LLC*, settled for $775,000.00 on behalf of approximately 242 class members, and Judge Hopp awarded 33.33% in fees.
- *Vest v. Scher Tire, Inc.,* settled for $3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC,* settled for $1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC,* settled for $2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC,* settled for $650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals,* settled for $14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.
- *Orosz v. Briarwood Post Acute, LLC,* settled for $130,000.00 on behalf of 150 class members, and Judge Damrell awarded 33.33% in fees.

- *Vazquez/Bowens v. Calcare, Inc., et al.,* settled for $1.5 million on behalf of approximately 2,805 class members, and Judge Jones awarded 35% in fees.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.,* settled for $530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies,* settled for $650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash,* settled for $237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.
- *Christensen v. Heartland Express Inc. of Iowa,* settled for $10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.
- *Jeffries v. Praxair Services, Inc.,* settled for $373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.,* settled for $900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.,* settled for $1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for $40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for $350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.,* settled for $1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.,* settled for $585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.,* settled for $1,455,000.00 on behalf of approximately 5,791class members, and Judge David Cohn awarded 33% in fees.

Superior Court for the County of San Diego:

- *Almanza v. Pure Project, LLC*, settled for $235,000 on behalf of approximately 85 class members, and Judge Smyth awarded 33% in fees.
- *Andrew v. Coronado Brewing Company, INC.,* settled for $650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arredondo Jr. v. Pinkerton Consulting & Investigations Inc.,* settled for $1.35 million on behalf of 238 class members, and Judge Pollack awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea,* settled for $1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Artibee v. Corelogic Credoco, LLC,* settled for $694,180.00 on behalf of approximately 241 class members, and Judge Bacal awarded 33.33% in fees.
- *Baker v. Select Comfort Retail Corp.,* settled for $1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for $650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for $750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for $200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC,* settled for $950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.,* settled for $1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Buckner v. K.A. McNair Brewing Company, LLC*, settled for $110,000 on behalf of approximately 75 aggrieved employees, and Judge Bae awarded 35% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe,* settled for $200,000.00 on behalf of 99 aggrieved employes, and Judge Bacal awarded 33.33% in fees.
- *Cervantes v. TEKsystems Global Services, LLC*, settled for $63,384 on behalf of approximately 35 aggrieved employees, and Judge McLaughlin awarded 33.33% in fees.
- *Chavez v. Real Time Staffing Services, Inc.,* settled for $1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.

- *Clancy v. Scripps Health,* settled for $6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.,* settled for $2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.
- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel,* settled for $515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC,* settled for $450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.,* settled for $150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.,* settled for $525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co.* (Representative Action), settled for $875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.,* settled for $800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.,* settled for $450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.,* settled for $720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.,* settled for $2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.,* settled for $494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for $822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.,* settled for $2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Gomez v. RD Engineering & Construction, Inc.*, settled for $650,000 on behalf of 212 class members, and Judge Bae awarded 35% in fees.

- *Gonzalez v. Coronado Yacht Club,* settled for $330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for $3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.
- *Huerta v. Venture Petroleum Company, Inc.*, settled for $300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals,* settled for $1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for $895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Johnson v. Sun Auto Tire & Service, Inc. fka GB Auto Service, Inc., et al.*, settled for $1,950,000.00 on behalf of approximately 1,335 class members, and Judge Judy S. Bae awarded 30% in fees.
- *Julio v. L&M Tire Company, Inc.,* settled for $1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Koleff v. Starside Security and Investigation, Inc.,* settled for %525,000.00 on behalf of 307 class members, and Judge Mangione awarded 33.33% in fees.
- *Lopez v. Struc Steel, Inc.,* settled for $55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.
- *Loveless v ASM Affiliates,* settled for $750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for $540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.,* settled for $188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Malveda v. Providien LLC,* settled for $5,500,000.00 on behalf of approximately 1099 class members, and Judge McLaughlin awarded 35% in fees.
- *Mandell v. Diversified Communications Services, Inc.* (Representative Action), settled for $50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.

- *Martinez v. San Diego Auto Scrubber, Inc.,* settled for $500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.,* settled for $450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.
- *Moreno v. Providence Group, Inc.,* settled for $775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC,* settled for $450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.
- *Parvizi v. Classic Residence Management, LP,* settled for $1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for $340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for $150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetro Holdings, LLC.,* settled for $4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.,* settled for $750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.,* settled $325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.
- *Solis v. Check Agencies of California, Inc.,* settled for $475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Spriggs v. Ortiz Corporation,* settled for $300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.,* settled for $150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for $950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Uriostegui v. Pacific Drive-Ins, LLC.,* settled for $590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.

- *Vega v. Scoobeez,* settled for $2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.,* settled for $1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.
- *Zamorano v. Piperin Corporation,* settled for $121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.,* settled for $6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Reilly v. California Institute of Integral Studies* settled for $210,000 on behalf of 54 employees, and Judge Schulman awarded 33.33% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for $1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of San Joaquin:

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.,* settled for $3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean* (Representative Action), settled for $205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.
- *Martinez v. Zoo Med Laboratories,* settled for $600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Coates awarded 33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases),* settled for $2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Adami v. Prime Now LLC.,* settled for $4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.
- *Allison v. Super Zen, Inc.*, settled for $235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.
- *Edwards v. Absolute Senior Solutions, et al.,* settled for $244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.,* settled for $750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.,* settled for $1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company,* settled for $4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for $7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.,* settled for $275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of Solano:

- *Apodaca v. Randstad US, LLC.,* settled for $275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.,* settled for $2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.
- *Roberson v. Ghiringhelli Specialty Foods,* settled for $375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness,* settled for $325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.,* settled for $4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Stoddart v. Heavy Metal Iron, Inc.,* settled for $150,000.00 on behalf of approximately 17 aggrieved employees, and the Judge Carringer awarded 25% in fees.

- *Turnage v. Park Management Corporation,* settled for $400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc*., settled for $547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.,* settled for $800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.,* settled for $800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.