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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,

Plaintiffs,

v.

DOS COYOTES DEVELOPMENT
COMPANY, LLC; DOS COYOTES
SUNRISE, INC.; DOS COYOTES
CONCORD, INC.; EAST BAY COYOTES,
INC.; COLTAM, INC., COLMAX LLC;
TRUMAX, LLC; COYOTE SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK;
MICHAEL TOPF; and DOES 1 through 25,
inclusive,

Defendants.

Case No. CIVMSC20-01670

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO
THE HON. CHARLES TREAT]

**DECLARATION OF ARLO GARCIA
URIARTE IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: August 29, 2024

Hearing Time: 9:00 a.m.

Dept.: 12

Action Filed: August 26, 2020

1 I, Arlo Garcia Uriarte, declare as follows:

2 1. I am the founding and managing attorney at Liberation Law Group, P.C. (“Firm”
3 or “LLG”), and I am licensed to practice in all courts for the State of California. I am the
4 supervising attorney and one of the attorneys personally involved in the litigation of this matter
5 representing Plaintiffs Ruffo Pastor Diaz, Jaime Torres, and Edgar Gomez (“Plaintiffs”) against
6 Defendants East Bay Coyotes, Inc., Jason Wolenik, Michael Topf, Dos Coyotes Development
7 Company, LLC, Dos Coyotes Sunrise, Inc., Dos Coyotes Concord, Inc., Coltam, Inc., Colmax,
8 LLC, Trumax, LLC, and Robert Davidson (hereinafter “Defendants”) (collectively the
9 “Parties”). I have personal knowledge of the facts set forth below and if called to testify, I could
10 and would do so competently.

11 2. In discussions about the reduced number of putative SCM, counsel for the DCDC
12 defendants¹ indicated that the difference was likely due to the fact that a significant number of
13 putative SCM worked at multiple restaurant locations and were employed by multiple
14 defendants who are not directly related, leading some individuals to be double counted. No
15 matter the explanation, the reduction only works in Plaintiffs’ favor because the deal is more
16 attractive to the individuals involved (less people sharing the same amount of money).

17 3. Prior to filing this action, LLG conducted a thorough pre-litigation investigation
18 under my guidance; this included initial intakes and detailed follow-up intakes of Plaintiffs, plus
19 interviews of several putative class members (contacts provided by Plaintiffs) who supported
20 Plaintiffs’ allegations. Relevant employment documents were provided by Plaintiffs and
21 carefully reviewed.

22 4. After engaging in several interviews, gathering documents, researching prior lawsuits,
23 and discussing the issues relevant to Defendants’ wage and hour policies/practices with
24 Plaintiffs, a Notice of Violations Letter was created for the LWDA. Later, a putative class
25 action complaint with a PAGA cause of action was drafted and eventually filed.

26 5. After Defendants’ challenges to Plaintiffs’ complaint were sorted out, the Parties

27 _____
28 ¹ Counsel for all but (1) East Bay Coyotes, Inc.; (2) Jason Wolenik; and (3) Michael Topf (aka
“EBC Defendants”).

1 moved to discovery where both sides propounded voluminous interrogatories and requests for
2 production of documents.

3 6. After some months of discovery, the Parties agreed to mediate this matter in
4 November of 2022. Formal discovery was placed on hold thereafter, and the Parties agreed to
5 exchange additional, key information prior to mediation to facilitate the process. Defendants
6 agreed to provide all relevant written, wage and hour policies, data points (*e.g.*, total number of
7 putative class members, total workweeks, average pay rate, etc.), and a 10 percent sample of
8 timekeeping and payroll records for the putative class.

9 7. The Parties reached a settlement with the careful assistance of a highly experienced
10 class/representative action mediator, Steven Serratore. The Parties attended a full-day's
11 mediation session with Mr. Serratore on April 6, 2023, but a resolution was not possible then.
12 However, Mr. Serratore issued a mediator's proposal that the Parties eventually accepted after
13 some additional, mediator-aided negotiation. Then, a memorandum of understanding was fully
14 executed by the Parties in May 2023.

15 8. The proposed settlement was agreed to after some pre-certification discovery, a pre-
16 mediation information exchange (to help bridge the gap from discovery to mediation),
17 mediation that included a mediator's proposal, and further negotiations through the mediator.

18 9. Prior to mediation, Plaintiffs received sufficient information to adequately prepare
19 their strategy and negotiating position. This included, but was not limited to, the following: (1)
20 all relevant wage and hour policies; (2) data points regarding the putative class; and (3) a
21 sample of timekeeping and payroll records that Plaintiffs analyzed for wage and hour
22 compliance.

23 10. Our Firm has been in communication with certain SCM who have asked questions
24 about the notice form or settlement. We have endeavored to provide the right guidance to these
25 SCM whenever possible. I believe these interactions are important to ameliorate potential
26 objections and opt-out requests.

27 11. Plaintiffs and our Firm have thoroughly investigated this action, patiently weighed
28 the pros and cons of a potential deal numerous times and held out for as much money as we

1 believed possible without risking a denial of class certification

2 12. I confidently submit to the Court that this proposed Settlement is fair, reasonable,
3 and adequate. This is based on my experience litigating many cases just like the instant one and
4 my knowledge of relevant law. I am confident that the proposed settlement meets all applicable
5 requirements of California law, and given the unique circumstances present, it is in the best
6 interests of Plaintiffs and Settlement Class.

7 13. I recommended La Raza Centro Legal (hereinafter "LRCL") as the *cy pres*
8 recipient to receive any unnegotiated funds after the check expiration period expires.

9 14. In my experience and understanding, I believe LRCL is a worthy *cy pres* for the
10 instant application, consistent with the rigors of California Code, Code of Civil Procedure §
11 384. LRCL's work would allow any *cy pres* award they receive to be used to advance the public
12 interest of providing important legal services to those who cannot afford it, especially low-
13 income, immigrant families. I have advocated for LRCL's role as the court-appointed *cy pres* in
14 other matters before. However, neither LLG or myself have any financial investment in LRCL;
15 we do not have any role in the management of the non-profit. LRCL is a completely separate
16 entity whose work I find important and necessary.

17 15. Our Firm undertook this matter on pure contingency; we will not recover any
18 money, not for our hourly work or our costs expended, unless a positive result is achieved. Our
19 standard contingency fee retainer calls for a 33.33% fee of the total recovery pre-trial (it
20 increases to 40% for cases that go to trial). Our class/representative action representatives have
21 never paid hourly fees; I am unaware of such a practice in our local, legal community.

22 16. My hourly rate is \$800. I know that the hours worked by LLG in this matter were
23 necessary to achieve the proposed settlement. I supervised other members of LLG who also
24 worked on this case:

- 25 a. Ernesto Sanchez. He is an attorney licensed by the state of California (SBN
26 278006). He has been an attorney since 2011 and while with LLG, he focused on
27 employment law matters (particularly wage and hour), including class actions. He
28 was a member of LLG until 2022. He worked on this case under my direct

supervision. His hourly rate is \$500.

b. Nick Aguilar. He is an out-of-state attorney licensed by the state of Florida (SBN 0099275) who graduated from the Florida International University College of Law. He has been a member of LLG since March 2013 focusing on wage and hour matters, particularly class/representative actions. He worked this case under my direct supervision. Any work that he performed was carefully reviewed and approved by me before it was utilized. His hourly rate is \$350.

c. Luiseth Contreras. She is one of Our Firm's legal assistants. She has helped perform initial and more detailed follow up intakes of clients and potential clients under my supervision. She has experience supporting Our Firm in class action lawsuits since October 2017. She graduated with a law degree from Universidad Central de Venezuela (UCV) in Venezuela. Previous to joining Our Firm, Ms. Contreras worked as Aux. Public Registrar and lawyer I for the autonomous system of Registers and Notaries (SAREN), as a Legal advisor in the labor area for different companies, as a Legal assistant and workers representative in occupational safety institutions for Distribuidora Kandra 2010, and a legal intern in Blanco-Uribe & Asociados. Her hourly rate is \$280.

d. Kristoffer Solomon. He is our Firm's Data Analyst. He earned his bachelor's degree in Accountancy from the National College for Business and Arts in the Philippines. He previously worked for a BPO company as a Financial Analyst. His hourly rate is \$300.

17. I submit that I am qualified to act as class counsel in this matter based on my experience. I have led my Firm in the handling of many similar wage and hour class/representative actions:

- *Herrada v McWane, Inc.*, Alameda Superior Court, RG21103064, failure to pay all hours worked, overtime, failure to provide meal and rest periods case against a cast ductile iron manufacturer;
- *Lopez v. Peak California Restaurant Group, LLC*, Contra Costa Superior Court, C20-

00497, failure to pay all hours worked, overtime, failure to provide meal and rest periods; case against a popular restaurant chain,

- *Melendez v Genesis Building Services, Inc.*, San Mateo Superior Court, 20CIV00453, failure to pay all hours worked, overtime, failure to provide meal and rest periods; and unpaid expenses case against a janitorial services company,
- *Sanchez v. Atherstone Foods, Inc.*, Contra Costa Superior Court, C20-01999, failure to pay all hours worked, unpaid minimum wage, overtime, failure to provide meal and rest periods; and unpaid expenses case against fresh food production company;
- *Romero v Taquerias el Farolito, Inc.*, San Francisco Superior Court, CGC-19-577957, failure to pay all hours worked, unpaid minimum wage, overtime, failure to provide meal and rest periods; and unpaid expenses case against a Mexican food chain restaurant;
- *Aldana v. Wayfare Manager, LP*, San Francisco Superior Court, CGC-19-576943, meal and rest period violations case against a popular restaurant;
- *Barragan v. Land & Sea Restaurants, LLC*, San Francisco Superior Court, CGC-18-571989, failure to pay all hours worked, overtime, failure to provide meal and rest periods; case against a restaurant;
- *Glover v Hallmark Aviation Services*, San Francisco Superior Court, CGC-18-571984, failure to pay all hours worked, overtime, failure to provide meal and rest periods case against a company that offers different services to airports and airlines;
- *Bailon v Forge Pizza*, Alameda Superior Court, RG16811165, meal and rest period violations case against a pizza restaurant;
- *Osorio v Mezzetta*, Napa County Superior Court, 17CV001321, unpaid wages, breaks, off-the-clock work by fruit and vegetable bottling company;
- *Conchas v French Redwood, Inc.*, San Mateo Superior Court, 17CIV04276, meal and rest break compensation case against a hotel operator;
- *Rowland v Cucagna dba Zuni Café*, San Francisco Superior Court, CGC-16-555127, unpaid wages and breaks compensation case against popular café;

- 1 • *Concepcion v. DFS Group, L.P.*, case no. CGC-15-548698 (San Francisco Superior
2 Court) \$1,575,000 total settlement fund; 760 settlement class members; wage and hour
3 class action mostly about unpaid meal and rest period premiums with an unpaid wages
4 element as well;
- 5 • *Jakosalem v. Air Serv Corporation* (U.S. District Court, Northern District of California
6 Case No. 3:13-cv-05944-SI (unpaid minimum wage, overtime, and failure to provide
7 meal and rest periods; class action settlement achieved and approved by the court);
- 8 • *Mul-May v. The Slanted Door, Inc.*, San Francisco County Case No. CGC-13-535967
9 (allegations of meal and rest period violations and unpaid gratuities);
- 10 • *Mungia v. Liz Palacios Designs, Inc.*, San Francisco County Case No. CGC-06-455942,
11 (unpaid minimum and overtime wages, meal and rest period violations, and unpaid
12 expenses, settlement achieved and approved);
- 13 • *Keo v. North Coast Couriers Inc.*, Alameda County Case No. RG06251806 (independent
14 contractor misclassification of courier drivers, settlement achieved and approved);
- 15 • *Navarro v. Servisair*, United States District Court Case No. CV-08-2716-MHP (non-
16 payment of wages and rest break violations, settlement achieved and approved);
- 17 • *Chavez v. J.R. Produce; Chavez v. UPG*, San Mateo County Case No. 474121 & 515853
18 (off-the-clock work, meal and rest breaks and failure to reimburse uniform expenses;
19 fraudulent transfer);
- 20 • *Bonilla v. Café de la Presse*, San Francisco Superior Court Case No. CGC-11-511482
21 (meal periods, rest breaks and gratuities, settlement achieved and approved);
- 22 • *Chavez v United Prosperity Group*, San Mateo Superior Court Case No. 515853 (trial on
23 successor liability; fraudulent transfer action for the class claims and judgment);
- 24 • *Gutierrez v. HWA May Market, Inc.*, San Francisco Superior Court Case No. CGC-13-
25 535590 (wage and hour class action, settlement achieved and approved by the court);
- 26 • *Espinoza v. Pleasanton Car Wash Inc.*, Alameda Superior Court Case No. RG14750671
27 (wage and hour class action, settlement achieved and approved by the court);
- 28 • *Cruz v. Prospect Air*, San Francisco County Case No. CGC-15-547490 (wage and hour

1 class action case including unpaid wages, overtime, and unpaid meal and rest period
2 premiums, a settlement has been preliminarily approved);

- 3 • *Carillo v. T-Lish II LLC*, San Francisco Superior Court Case No. CGC 15-546096 (meal
4 and rest period class action, settlement achieved and approved);
- 5 • *Perez v Foam Distributors Inc.*, Alameda Superior Court Case No. RG15772012
6 (rounding unpaid wages, meal and rest break claims settled and approved).

7 18. Since February 2021, when Plaintiffs were retained, we have accrued a lodestar
8 amount of \$169,445 based on 334.8 total hours of work. These litigation hours were necessary
9 to attain the instantly proposed settlement.

10 19. Plaintiffs seek reimbursement for accrued litigation expenses totaling \$15,590.28
11 and \$18,000 on the Settlement Administrator's behalf. These expenses were necessary to fund
12 this litigation effort and achieve the proposed settlement.

13 20. Plaintiffs spoke with former co-workers about their wage and hour allegations
14 and asked them if they would be willing to speak with their counsel in order to corroborate their
15 allegations. Plaintiffs signed forms used by our Firm where a class representative's
16 responsibilities are outlined; these forms also state that class representatives must keep the
17 interests of the class ahead of their own if necessary. Plaintiffs were eager to act as class
18 representatives.

19 20 **AUTHENTICATION OF EXHIBITS**

21 1. Attached hereto and marked as Exhibit "1" is a true and correct copy of the fully
22 executed The Joint Stipulation of Class and PAGA Settlement with its attached exhibits.

23 2. Attached hereto and marked as Exhibit "2" is a true and correct copy of the
24 declaration of Jennifer Beliveau, Project Manager of Simpluris, Inc.

25 3. Attached hereto and marked as Exhibit "3" is a true and correct copy of Class
26 Counsel's Table of Hours Worked.

27 4. Attached hereto and marked as Exhibit "4" is a true and correct copy of Class
28 Counsel's itemized litigation expenses.

1 5. Attached hereto and marked as Exhibit “5” are true and correct copies of
2 Plaintiffs’ Declarations.

3
4 I declare under penalty of perjury under the laws of California that the foregoing is true
5 and correct. Executed on this 7th day of August 2024, in in San Francisco, California.

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9 _____
10 Arlo Garcia Uriarte
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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE CONTRA COSTA

RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,

Plaintiffs,

v.

DOS COYOTES DEVELOPMENT
COMPANY, LLC; DOS COYOTES
SUNRISE, INC.; DOS COYOTES
CONCORD, INC.; EAST BAY COYOTES,
INC.; COLTAM, INC., COLMAX LLC;
TRUMAX, LLC; COYOTE SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK;
MICHAEL TOPF; and DOES 1 through 25,
inclusive,

Case No. CIVMSC20-01670

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO THE
HON. CHARLES TREAT

**EXHIBIT “1” DECLARATION OF
ARLO GARCIA URIARTE IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: August 29, 2024

Hearing Time: 9:00 a.m.

Dept.: 12

Action Filed: August 26, 2020

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

**RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,**

Plaintiffs,

v.

**DOS COYOTES DEVELOPMENT
COMPANY, LLC; DOS COYOTES SUNRISE,
INC.; DOS COYOTES CONCORD, INC.;
EAST BAY COYOTES, INC.; COLTAM,
INC.; COLMAX, LLC; TRUMAX, LLC;
COYOTE SUNSHINE, LLC; COYOTE R15,
INC.; ROBERT H. DAVIDSON; JASON
WOLENIK; MICHAEL TOPF; and DOES 1
through 25, inclusive,**

Defendants.

Case No. CIVMSC20-01670

Assigned for All Purposes To:
Judge: Edward Weil
Dept: 39

**JOINT STIPULATION OF CLASS
AND PAGA SETTLEMENT**

Action Filed: August 26, 2020

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COLMAX, LLC, TRUMAX, LLC; COYOTE
SUNSHINE, LLC, COYOTE R15, INC., and
ROBERT H. DAVIDSON

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT

This Joint Stipulation of Class and PAGA Settlement (“Agreement”) is made by and between plaintiffs Ruffo Pastor Diaz, Jaime Torres, and Edgar Gomez (collectively, “Plaintiffs”), on the one hand, and, defendants East Bay Coyotes, Inc., Jason Wolenik, and Michael Topf (“EBC Defendants”) and Dos Coyotes Development Company, LLC, Dos Coyotes Sunrise, Inc., Dos Coyotes Concord, Inc., Coltam, Inc., Colmax, LLC, Trumax, LLC, and Robert Davidson (“DCDC Defendants”), on the other hand. The EBC Defendants and DCDC Defendants are collectively referred to herein as “Defendants”. The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

A. DEFINITIONS.

1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations captioned *Ruffo Pastor Diaz; Jaime Torres; and Edgar Gomez v. Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; East Bay Coyotes, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; Coyote Sunshine, LLC; Coyote R15, Inc.; Robert H. Davidson; Jason Wolenik; and Michael Topf* initiated on August 26, 2020 and pending in Superior Court of the State of California, County of Contra Costa Case No. CIVMSC20-01670.
2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses.
4. “Aggrieved Employee” means all current and former hourly or non-exempt employees of the PAGA Defendants who worked in the State of California during the PAGA Period.
5. “Class” or “Class Member” means all current and former hourly or non-exempt employees of Defendants who worked in the State of California during the Class Period who did not sign arbitration agreements.
6. “Class Counsel” means Liberation Law Group, P.C.
7. “Class Counsel Fees” and “Class Counsel Expenses” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
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.
9. “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 English, with a Spanish translation, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
10. “Class Period” means the period from August 26, 2016 through June 5, 2023.
11. “Class Representatives” means the named Plaintiffs Ruffo Pastor Diaz, Jaime Torres, and Edgar Gomez in the Action seeking Court approval to serve as Class Representatives.

12. "Class Representatives Service Payment" means the payment to each Class Representative for initiating the Action and providing services in support of the Action.
13. "Defendants" means East Bay Coyotes, Inc.; Jason Wolenik; Michael Topf; Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; and Robert Davidson, collectively.
14. "Defense Counsel" means Freeman Mathis & Gary, LLP on behalf of EBC Defendants, and, CDF Labor Law LLP on behalf of DCDC Defendants.
15. "Dismissed Defendants" means Coyote R15, Inc. and Coyote Sunshine, LLC.
16. "Effective Date" means the date the Court grants final approval of the Settlement and judgment in the absence of any objection or intervention to the Settlement. If an objection or intervention to the Settlement is filed and not later withdrawn, the Effective Date is the later of the following events: (i) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or (ii) any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, in the event an objection or intervention is filed and not later withdrawn, the Parties hereby state their intention that the Settlement will not become effective until the Court's order granting final approval of the Settlement is completely final, and there is no further recourse by any appellant or objector who seeks to contest the finality of the Settlement.
17. "Gross Settlement Amount" means \$875,000 which is the total amount Defendants agree to pay under the Settlement, based on the allocation detailed below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payment and Administration Expenses.
18. "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.
19. "Individual PAGA Payment" means an 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.
20. "Judgment" means the judgment entered by the Court based upon final approval by the Court.
21. "LWDA" means the California Labor and Workforce Development Agency.
22. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
23. "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, Class Counsel Expenses, and Administration Expenses. The remainder is to be paid to Participating Class Members as Individual Class Payments.
24. "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.
25. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
26. "PAGA Defendants" means Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Robert H. Davidson; Dos Coyotes Concord, Inc.; East Bay Coyotes, Inc.; Jason Wolenik; and Michael Topf.

- 1 27. "PAGA Pay Period" means any pay period(s) during the PAGA Period in which an
2 Aggrieved Employee worked for PAGA Defendants for at least one day.
- 3 28. "PAGA Period" means the period from April 7, 2019 through June 5, 2023.
- 4 29. "PAGA Notice" means Plaintiff Ruffo Pastor Diaz's April 7, 2020 letter to the PAGA
5 Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3,
6 subd.(a).
- 7 30. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
8 Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to
9 LWDA in settlement of PAGA claims.
- 10 31. "Participating Class Member" means a Class Member who does not submit a valid and
11 timely Request for Exclusion from the Settlement.
- 12 32. "Plaintiffs" means the named plaintiffs, Ruffo Pastor Diaz, Jaime Torres, and Edgar
13 Gomez, in the Action.
- 14 33. "Released Class Claims" means the claims being released as described in Section E below.
- 15 34. "Released PAGA Claims" means the claims being released as described in Section E
16 below.
- 17 35. "Released PAGA Parties" means (i) PAGA Defendants; (ii) each of PAGA Defendants'
18 past and present direct and indirect parents; (iii) the respective past and present direct and
19 indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future
20 shareholders, directors, officers, agents, employees, attorneys, insurers, reinsurers,
21 members, partners, managers, contractors, agents, consultants, representatives,
22 administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns
23 of any of the foregoing; and (v) any individual or entity which could be jointly liable with
24 any of the foregoing.
- 25 36. "Released Parties" means (i) Defendants; (ii) each of Defendants' past and present direct
26 and indirect parents; (iii) the respective past and present direct and indirect subsidiaries
27 and affiliates of any of the foregoing; (iv) the past, present, and future shareholders,
28 directors, officers, agents, employees, attorneys, insurers, reinsurers, members, partners,
managers, contractors, agents, consultants, representatives, administrators, fiduciaries,
benefit plans, transferees, predecessors, successors and assigns of any of the foregoing;
and (v) any individual or entity which could be jointly liable with any of the foregoing.
37. "Request for Exclusion" means a Class Member's submission of a written request to be
excluded from the Settlement signed by the Class Member.
38. "Response Deadline" means 60 days after the Administrator mails Notice to Class
Members and Aggrieved Employees, and shall be the last date on which Class Members
may: (a) mail Requests for Exclusion from the Settlement, or (b) mail their Objection to
the Settlement. Class Members to whom Class Notices are re-sent after having been
returned undeliverable to the Administrator shall have an additional 14 calendar days
beyond the Response Deadline has expired.
39. "Settlement" means the disposition of the Action effected by this Agreement and the
Judgment.
40. "Workweek" means any week during the Class Period during which a Class Member
worked for Defendants for at least one day.

B. RECITALS.

1. On April 7, 2020, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Diaz sent the
PAGA Notice to the PAGA Defendants and the LWDA.

2. On August 26, 2020, Plaintiff Diaz commenced this Action by filing a Complaint against EBC Defendants, DCDC Defendants, and Dismissed Defendants alleging the following causes of action: (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) rounding, (7) regular rate of pay (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) timely payment of wages, (12) business expense reimbursements, (13) violation of Unfair Competition Law, (14) misclassification of Kitchen Managers and (15) penalties pursuant to Private Attorneys General Act. On February 24, 2021, Plaintiffs Diaz, Gomez, and Torres filed a First Amended Complaint. On June 25, 2021, Plaintiffs Diaz, Gomez, and Torres filed a Second Amended Complaint. On October 12, 2021, Plaintiffs Diaz, Gomez, and Torres filed a Third Amended Complaint. The Third Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
3. On April 6, 2023, the Parties participated in an all-day mediation presided over by Steve Serratore which led to this Agreement to settle the Action.
4. Prior to mediation, Plaintiffs obtained, through informal discovery, random sample of time and pay records for putative class members, and key data points, from Defendants. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
5. The Court has not granted class certification.
6. 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.

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendants agree to pay Eight Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00) as the Gross Settlement Amount and to separately pay employer payroll taxes owed on the amounts of the Individual Class Payments allocated as wages pursuant to the funding allocation in Section C.2. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section D 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. None of the Gross Settlement Amount will revert to Defendants.
2. Funding Allocation. Funding of the Gross Settlement Amount, and attendant employer payroll taxes, is to be allocated between Defendants as follows:

- a. DCDC Defendants agree to contribute Six Hundred Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00) of the Gross Settlement Amount plus the employer payroll taxes for their own employees and half of the employer payroll taxes for Dos Coyotes Concord, Inc. employees;
 - b. EBC Defendants agree to contribute Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) of the Gross Settlement Amount plus the employer payroll taxes for their own employees and half of the employer payroll taxes for Dos Coyotes Concord, Inc. employees.
3. Payments from Gross Settlement Amount. The Administrator will make, and deduct, the following payments from the Gross Settlement Amount, subject to final Court approval:
- a. To Plaintiffs: Class Representatives Service Payment to the Class Representatives of not more than \$5,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives may be entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for Class Representatives Service Payment up to this amount. If the Court approves Class Representatives Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Class Representatives Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representatives Service Payment.
 - b. To Class Counsel: Class Counsel Fees of not more than 35%, which is \$306,250.00 and Class Counsel Expenses of not more than \$25,000. Defendants will not oppose requests for these payments provided they do not exceed these amounts. If the Court approves Class Counsel Fees and/or Class Counsel Expenses less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Defendants shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any award for Class Counsel Fees and/or Class Counsel Expenses. The Administrator will report the Class Counsel Fees and Class Counsel Expenses using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Class Counsel Expenses and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
 - c. To the Administrator: Administration Expenses not to exceed \$18,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, the Administrator will retain the remainder in the Net Settlement Amount.
 - d. To Each Participating Class Member: 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.

- i. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims. The amounts allocated as wages are subject to tax withholding and will be reported by the Administrator on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties. The amounts allocated as interest and penalties are not subject to wage withholdings and will be reported by the Administrator on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. 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.
- e. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000 to be paid from the Gross Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment and 25% (\$10,000) allocated to the Individual PAGA Payments.
- i. Subject to Court approval of the PAGA Penalties, and per California Labor Code section 2699(i), the Administrator will mail the LWDA PAGA Payment to the LWDA. Counsel for Plaintiffs will upload a copy of the Final Approval Order and Judgment to the LWDA's submission portal: <https://dir.tfaforms.net/315>.
 - ii. The Administrator will calculate each Individual PAGA Payment 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 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Administrator will issue IRS Forms 1099-MISC to Aggrieved Employees for their Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - iii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Class Data. No later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator. 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. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, 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.

2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes pursuant to the funding allocation in Section C.2 by transmitting the funds to the Administrator no later than 60 days after the Effective Date.
3. Payments from the Gross Settlement Amount. Within 75 days after the Effective Date, the Administrator will distribute checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses, Class Counsel Fees, Class Counsel Expenses, and the Class Representative Service Payment.
 - a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the expiration date or a statement that the checks will expire in 180 calendar days, or alternatively, such a statement may be made in a letter accompanying the check. The Administrator will cancel all checks not cashed by the expiration 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - b. The Administrator must conduct a Class Member address search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 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 expiration date.
 - c. The Parties anticipate that certain Class Member checks will not be negotiated. The Parties select La Raza Centro Legal (<https://www.lrccl.org/>) as their *cy pres* recipient, pursuant to Court approval. For any check is uncashed and cancelled after the expiration date, the Administrator shall transmit the funds represented by such checks to the Court approved *cy pres* recipient.

- d. 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.
- e. No person will have any claim against Defendants, Dismissed Defendants, Released Parties, Released PAGA Parties, Defense Counsel, the Class Representatives, any Class Member, any Aggrieved Employee, Class Counsel, or the Administrator based on distributions and payments made in accordance with this Agreement.

E. RELEASES OF CLAIMS.

1. Plaintiffs' General Release. As of the Effective Date, each of the Plaintiffs fully, finally, and forever release, compromise, and discharge the Released Parties from all causes of action, claims, judgments, obligations, damages or liabilities of whatever kind and character. Each Plaintiff understands and expressly agrees that this general release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, which each Plaintiff has or may have against the Released Parties, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. That Section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

2. Each Plaintiff acknowledges that he has read this general release, including the waiver of California Civil Code section 1542, and that he has consulted counsel about the general release and specifically about the waiver of section 1542, and that he understands the general release and the section 1542 waiver, and freely and knowingly enters into this Agreement. Each Plaintiff acknowledges that he may later discover facts different from or in addition to those he knows or now believes to be true with respect to the matters released or described in this Agreement, and each Plaintiff agrees that the general release will remain effective in all respects notwithstanding any later discovery of any such different or additional facts. Plaintiffs' General Release does not extend to Plaintiff Ruffo Pastor Diaz's individual claims asserted in his individual lawsuit entitled *Ruffo Pastor Diaz v. East Bay Coyotes, Inc., & Dos Coyotes Development Company, LLC* (Contra Costa Superior Court Case No. CIVMSC21-01114) which are resolved and released via a separate individual settlement. Additionally, Plaintiffs' General 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.
3. Release by Participating Class Members: Plaintiffs and Participating Class Members release all claims they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released

Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the allegations asserted in the Action and any amendments thereto, including, without limitation, all claims for (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) rounding, (7) regular rate of pay, (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) timely payment of wages, (12) business expense reimbursements, (13) violation of Unfair Competition Law, (14) misclassification of Kitchen Managers, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2802, Cal. Civ. Code section 1021.5, and Business and Professions Code section 17200-17208 during the Class Period (collectively “Released Class Claims”).

4. Release by PAGA Aggrieved Employees: Plaintiff Ruffo Pastor Diaz, the Aggrieved Employees, and the State of California release all claims for civil penalties they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released PAGA Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the allegations contained in the LWDA Letter and the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*), related to (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) rounding, (7) regular rate of pay, (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) timely payment of wages, (12) business expense reimbursements, (13) violation of Unfair Competition Law, (14) misclassification of Kitchen Managers, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2802, during the PAGA Period (collectively “Released PAGA Claims”).
5. Dismissal of Certain Parties. In conjunction with obtaining final court approval of the Settlement, Plaintiffs agree to take all necessary steps to obtain dismissal without prejudice of Dismissed Defendants. The Dismissed Defendants will not contribute to the Gross Settlement Amount and are not parties to this Agreement.
6. Mutual Release by Defendants. Defendants mutually agree to release one another from any and all claims arising from this Action, including but not limited to, claims for contractual and equitable indemnity and contribution.
7. Labor Code § 206.5 Inapplicable. It is acknowledged that all individual settlement awards made pursuant to this Agreement are on disputed claims and that Plaintiffs, each Participating Class Member, and each PAGA Member will be deemed to have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section provides:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

F. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs agree to timely prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

1. Plaintiffs’ Responsibilities. Plaintiffs will file in Court a motion for preliminary approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), all necessary accompanying papers, and a Preliminary Approval Order, substantially in the form attached hereto as **Exhibit B**. Plaintiffs shall provide drafts of all documents necessary for obtaining preliminary approval to Defense Counsel no later than seven days prior to filing the Motion for Preliminary Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Preliminary Approval.
2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval.
3. 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 by meeting and conferring, in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected Simpluris serve as the Administrator and verified that, as a condition of appointment, the Administrator 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. The Parties and their 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.
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.

- 1 3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
2 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
3 section 468B-1.
- 4 4. Notice to Class Members.
- 5 a. No later than three (3) business days after receipt of the Class Data, the Administrator
6 shall notify Class Counsel that the list has been received and state the number of Class
7 Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- 8 b. Using best efforts to perform as soon as possible, and in no event later 40 calendar
9 days after the Court grants Preliminary Approval of the Settlement, the Administrator
10 will send to all Class Members identified in the Class Data, via first-class United States
11 Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable,
12 substantially in the form attached to this Agreement as Exhibit A. The first page of the
13 Class Notice shall prominently estimate the dollar amounts of any Individual Class
14 Payment and/or Individual PAGA Payment payable to the Class Member, and the number
15 of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
- 16 c. Not later than 3 business days after the Administrator's receipt of any Class Notice
17 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
18 using any forwarding address provided by the USPS. If the USPS does not provide a
19 forwarding address, the Administrator shall conduct an address search, and re-mail the
20 Class Notice to the most current address obtained. The Administrator has no obligation
21 to make further attempts to locate or send Class Notice to Class Members whose Class
22 Notice is returned by the USPS a second time.
- 23 d. The deadlines for Class Members' written objections, challenges to Workweeks and/or
24 Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
25 the dates otherwise provided in the Class Notice for all Class Members whose notice is
26 re-mailed. The Administrator will inform the Class Member of the extended deadlines
27 with the re-mailed Class Notice.
- 28 e. 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 a Class Notice requiring them
to exercise options under this Agreement not later than 14 days after receipt of Class
Notice, or the deadline dates in the Class Notice, whichever are later.
5. Requests for Exclusion (Opt-Outs).
- a. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
must send the Administrator, by mail, a signed written Request for Exclusion not
later than 45 days after the Administrator mails the Class Notice (plus an additional
14 days for Class Members whose Class Notice is re-mailed). A Request for

1 Exclusion is a letter from a Class Member or their representative that reasonably
2 communicates the Class Member's election to be excluded from the Settlement and
3 includes the Class Member's name, address and email address or telephone number.
4 To be valid, a Request for Exclusion must be timely postmarked by the Response
5 Deadline.

6 b. The Administrator may not reject a Request for Exclusion as invalid because it
7 fails to contain all the information specified in the Class Notice. The Administrator
8 shall accept any Request for Exclusion as valid if the Administrator can reasonably
9 ascertain the identity of the person as a Class Member and the Class Member's
10 desire to be excluded. The Administrator's determination shall be final and not
11 appealable or otherwise susceptible to challenge. If the Administrator has reason
12 to question the authenticity of a Request for Exclusion, the Administrator may
13 demand additional proof of the Class Member's identity. The Administrator's
14 determination of authenticity shall be final and not appealable or otherwise
15 susceptible to challenge.

16 c. Every Class Member who does not submit a timely and valid Request for
17 Exclusion is deemed to be a Participating Class Member under this Agreement,
18 entitled to all benefits and bound by all terms and conditions of the Settlement,
19 including the Participating Class Members' Releases under Sections E.2 and E.3
20 of this Agreement, regardless of whether the Participating Class Member
21 actually receives the Class Notice or objects to the Settlement.

22 d. Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class Payment
24 or have the right to object to the class action components of the Settlement. Because
25 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
26 Non-Participating Class Members who are Aggrieved Employees are deemed to
27 release the claims identified in Section E of this Agreement and are eligible for an
28 Individual PAGA Payment.

6. Challenges to Calculation of Workweeks. Each Class Member shall have 30 days after
the Administrator mails the Class Notice (plus an additional 14 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 and to
provide any supporting documentation. The Class Member may challenge the allocation
by communicating with the Administrator via 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 calculation of
Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
Administrator's determination as to the challenges.

7. Objections to Settlement.

- 1 a. Only Participating Class Members may object to the class action components of the
2 Settlement and/or this Agreement, including contesting the fairness of the
3 Settlement, and/or amounts requested for Class Counsel Fees, Class Counsel
4 Expenses and/or Class Representative Service Payment.
- 5 b. Participating Class Members may file written objections to the Court and provide a
6 copy to the Administrator, by mail. In the alternative, Participating Class Members
7 may appear in Court (or hire an attorney to appear in Court) to present oral objections
8 at the final approval hearing. A Participating Class Member who elects to file written
9 objections to the Court and provide a copy to the Administrator must do so not later
10 than 45 days after the Administrator's mailing of the Class Notice (plus an additional
11 14 days for Class Members whose Class Notice was re-mailed).
- 12 c. Non-Participating Class Members have no right to object to any of the class action
13 components of the Settlement.
- 14 8. Administrator Duties. The Administrator has a duty to perform all tasks to be performed
15 by the Administrator contained in this Agreement or otherwise.
- 16 a. Website. The Administrator will establish and maintain and use an internet website
17 to post copies of the Settlement Agreement, Motion for Preliminary Approval, the
18 Preliminary Approval order, the Class Notice, and the Motion for Final Approval.
19 These documents shall be maintained on the website throughout the administration
20 process and for 30 days after entry of the Final Approval order.
- 21 b. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
22 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
23 No later than 5 business days after the expiration of the deadline for submitting
24 Requests for Exclusion, the Administrator shall email a list to Defense Counsel only
25 containing (a) the names and other identifying information of Class Members who
26 have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) copies
27 of all submitted Requests for Exclusion from Settlement.
- 28 c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
to Class Counsel and Defense Counsel that, among other things, tally the number
of: Class Notices mailed or re-mailed, Class Notices returned undelivered, valid
Requests for Exclusion 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").
- d. 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.
- e. Administrator's Declaration. No later than 10 Court days before the date by which
Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
Administrator will provide to Class Counsel and Defense Counsel, a signed

1 declaration suitable for filing in Court attesting to its due diligence and compliance
2 with all of its obligations under this Agreement, including, but not limited to, its
3 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
4 of Class Notices, attempts to locate Class Members, the total number of valid
5 Requests for Exclusion from Settlement it received, and the number of written
objections. 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.

- 6 f. Final Report by Settlement Administrator. Within 5 days before the Administrator
7 disburses all funds in the Gross Settlement Amount, the Administrator will provide
8 Class Counsel and Defense Counsel with a final report detailing its disbursements
9 by employee identification number only of all payments made under this
10 Agreement. After the expiration date of settlement checks and at least 15 days before
11 any deadline set by the Court, the Administrator will prepare, and submit to Class
12 Counsel and Defense Counsel, a signed declaration suitable for filing in Court
attesting to its disbursement of all payments required under this Agreement and its
revocation of any expired checks and transmission of associated funds to the
California State Controller's Offices' Unclaimed Property Division. Class Counsel
is responsible for filing the Administrator's declaration in Court.

13 **H. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
14 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
15 Defendants may each elect, but are not obligated, to withdraw from the Settlement. The
16 Parties agree that, if any Defendant withdraws, the Settlement shall be void ab initio, have
17 no force or effect whatsoever, and that neither Party will have any further obligation to
18 perform under this Agreement; provided, however, withdrawing Defendant(s) will remain
responsible for paying all Administration Expenses incurred to that point. Defendants must
notify Class Counsel and the Court of their election to withdraw no later than 10 calendar
days after the Administrator sends the final Exclusion List to Defense Counsel.

19 **I. MOTION FOR FINAL APPROVAL.** Plaintiffs will file in Court, a motion for final
20 approval of the Settlement that includes a request for approval of the PAGA settlement
21 under Labor Code section 2699, subd. (1) all necessary accompanying papers and a Final
22 Approval Order and Judgment substantially in the form attached hereto as **Exhibit C.**
23 Plaintiffs shall provide drafts of all documents necessary for obtaining final approval to
24 Defense Counsel no later than seven days prior to filing the Motion for Final Approval.
Class Counsel. 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.

- 25 1. Response to Objections. Each Party retains the right to respond to any objection raised
26 by a Participating Class Member, including the right to file responsive documents in
Court no later than five court days prior to the final approval hearing, or as otherwise
ordered or accepted by the Court.
- 27 2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
28 Approval on any material change to the Settlement, 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 Expenses and/or Administration Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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.

4. 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. 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.

J. 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.

K. ADDITIONAL PROVISIONS.

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 Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs 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 Plaintiffs reserve the right to move for class 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).

2. Limited Public Comment. With the exception of court filings and notice to the LWDA, the Class Representative and Class Counsel will not make: (1) any comments to the public or the media; (2) engage in any mass communications or other publicity, including, but not limited to, website, blog, or social media postings, and (3) public

disclosure of the terms of this Settlement (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this Settlement, and all documents related to the Settlement. The Parties will use their best efforts to reach agreement on all Court filings. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will ensure that Plaintiff adheres to, the restriction against public comment of the Settlement. Class Counsel further agrees to cease all affirmative mass communication (oral and written) with the Class Members, other than through Court-approved notices. This provision does not prevent Class Counsel from communicating with any Class Members who may contact Class Counsel. Also, nothing in this Agreement restricts Class Counsel from disclosing and including all publicly available information regarding this case and the settlement in any documents filed with any court and/or judicial submissions (e.g., CV's, declarations regarding adequacy or experience, etc.).

3. Media Communications / No Attorney Advertising. The Parties will not initiate any communications (directly or indirectly) with the media regarding the Action. Notwithstanding the foregoing, the Class Representative and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court and respond only with "The matter has been resolved." Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will ensure that Plaintiff adheres to, the restriction against any media comment on the Settlement and its terms. Class Counsel also agrees that their law firm will not specifically refer to this case, this settlement, or the names of Released Parties in any advertising or promotional material of any kind on their website, on any social media platform, or in any other written or electronic communications of any kind or nature.
4. 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.
5. 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.
6. Parties' Authority. It is agreed that because the Class and Aggrieved Employees are so numerous, it is impossible or impractical to have each Class Members and Aggrieved Employee execute this Agreement. The Class Notice will advise all Class Members and Aggrieved Employees of the binding nature of the releases of claims provided for by the Settlement, and that the releases will have the same force and effect as if this Agreement were executed by each Participating Class Member and Aggrieved Employee. The signatories to this Agreement represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.
7. 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~~18~~, 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.

8. 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
9. No Tax Advice. Plaintiff, Class Counsel, Participating Class Members, and the Aggrieved Employees are each solely responsible for correctly characterizing any payments made pursuant to this Agreement for tax purposes and for paying any taxes on the amounts received. Neither Plaintiffs, 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.
10. Attorneys' Fees and Costs. Except as expressly provided in this Agreement, Defendants and Plaintiffs will each bear their own attorney's fees and costs.
11. Modification of Agreement. This Agreement may not be changed, altered or modified, except in writing specifically referencing this Agreement, signed by the Parties, and approved by the Court. No rights under this Agreement may be waived except in writing specifically referencing this Agreement, signed by the waiving Party or Parties.
12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of the Parties, and the Released Parties and their respective heirs, trustees, executors, administrators, successors and assigns.
13. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by, and interpreted in accordance with, the laws of the state of California, without regard to conflict of law principles.
14. 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.
15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during this Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §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 rule of court. 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, Plaintiffs 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.

17. 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.

18. 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.

19. 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 Plaintiffs:

Arlo Garcia Uriarte
arlo@liberationlawgroup.com
Un Kei Wu, SBN 270058
unkei@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000

To EBC Defendants:

Julie A. Marquis, Esq.
FREEMAN MATHIS & GARY, LLP
1010 B Street, Suite 400
San Rafael, CA 94901
jmarquis@fmglaw.com
(415) 352-6434

To DCDC Defendants:

Nicole A. Legrottaglie
nlegrottaglie@cdflaborlaw.com
Sander van der Heide
svanderheide@cdflaborlaw.com
900 University Avenue, Suite 200
Sacramento, CA 95825
Telephone: (916) 361-0991

20. 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 CCP §583.330 to extend the date to bring a case to trial under CCP §583.310 for the entire period of this settlement process.

21. Execution in Counterparts. This Agreement may be executed in counterparts and by original or electronic signatures consistent with the Uniform Electronic Transactions Act (Civil Code § 1633.1-1633.17) sent via PDF through email, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, will be deemed an original and, when taken together with other signed counterparts, will constitute one Agreement binding upon and effective as to all Parties.

22. Voluntary Agreement. The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained in this Agreement. The Parties further expressly declare and represent that they fully understand the content and effect of this Agreement, that they approve and accept its terms and conditions, and that the Agreement is executed freely and voluntarily.

IT IS SO AGREED:

Dated: 10/25/23

Ruffo Pastor Diaz

PLAINTIFF RUFFO PASTOR DIAZ

Dated: 10/25/23

Jaime Torres-Martinez

PLAINTIFF JAMIE TORRES

Dated: 10/25/23

[Signature]

PLAINTIFF EDGAR GOMEZ

Dated: 10/18/2023

Robert Davidson
jsign

DEFENDANT ROBERT DAVIDSON

Dated: _____

DEFENDANT MICHAEL TOPF

Dated: _____

DEFENDANT JASON WOLENIK

DEFENDANTS DOS COYOTES
DEVELOPMENT COMPANY, LLC, DOS
COYOTES SUNRISE, INC., TRUMAX, LLC,
COLMAX, LLC, COLTAM, INC., DOS
COYOTES CONCORD, INC.

Dated: 10/18/2023

By: 
esign

Name: Robert Davidson

Title: Owner

Authorized Agent for Dos Coyotes Development
Company, LLC, Dos Coyotes Sunrise, Inc., Robert
Davidson, Trumax, LLC, Colmax, LLC, Coltam,
Inc., Dos Coyotes Concord, Inc.

Dated: _____

DEFENDANT EAST BAY COYOTES, INC.

By: _____

Name: _____

Title: _____

Authorized Agent for East Bay Coyotes, Inc.

AGREED AS TO FORM:

LIBERATION LAW GROUP P.C.

Dated: 10/26/2023



Arlo Garcia Uriarte
Attorneys for Plaintiffs Ruffo Pastor Diaz,
Torres, and Edgar Gomez

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CDF LABOR LAW LLP



Dated: October 19, 2023

Nicole A. Legrottaglie
Sander van der Heide
Dalia Z. Khatib
Attorneys for Defendants Dos Coyotes
Development Company, LLC, Dos Coyotes
Sunrise, Inc., Robert Davidson, Trumax, LLC,
Colmax, LLC, Coltam, Inc., Dos Coyotes Concord,
Inc., Coyote Sunshine, LLC and Coyote r15, Inc.

FREEMAN MATHIS & GARY, LLP

Dated: _____

Julie A. Marquis
Nicole Cloudsley
Attorneys for Defendants East Bay Coyotes, Inc.,
Jason Wolenik, and Michael Topf

1 Dated: 10-17-23

Michael Topf
DEFENDANT MICHAEL TOPF

4 Dated: 10/19/2023

[Signature]
DEFENDANT JASON WOLENIK

7 DEFENDANTS DOS COYOTES
8 DEVELOPMENT COMPANY, LLC, DOS
9 COYOTES SUNRISE, INC., TRUMAX, LLC,
COLMAX, LLC, COLTAM, INC., DOS
COYOTES CONCORD, INC.

10 Dated: _____

By: _____

12 Name: _____

13 Title: _____
14 Authorized Agent for Dos Coyotes Development
15 Company, LLC, Dos Coyotes Sunrise, Inc., Robert
16 Davidson, Trumax, LLC, Colmax, LLC, Coltam,
Inc., Dos Coyotes Concord, Inc.

17 Dated: 10/19/2023

DEFENDANT EAST BAY COYOTES, INC.

19 By: _____

20 Name: Jason Wolenik

21 Title: Secretary
22 Authorized Agent for East Bay Coyotes, Inc.

23 **AGREED AS TO FORM:**

25 **LIBERATION LAW GROUP P.C.**

26 Dated: _____

27 _____
28 Arlo Garcia Uriarte
Attorneys for Plaintiffs Ruffo Pastor Diaz,
Torres, and Edgar Gomez

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CDF LABOR LAW LLP

Dated: _____

Nicole A. Legrotaglie
Sander van der Heide
Dalia Z. Khatib
Attorneys for Defendants Dos Coyotes
Development Company, LLC, Dos Coyotes
Sunrise, Inc., Robert Davidson, Trumax, LLC,
Colmax, LLC, Coltam, Inc., Dos Coyotes Concord,
Inc., Coyote Sunshine, LLC and Coyote r15, Inc.

FREEMAN MATHIS & GARY, LLP



Dated: 10/19/2023

Julie A. Marquis
Nicole Cloudsley
Attorneys for Defendants East Bay Coyotes, Inc.,
Jason Wolenik, and Michael Topf

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT
Contra Costa Superior Court Case No. CIVMSC20-01670

RUFFO PASTOR DIAZ, JAIME TORRES, and EDGAR GOMEZ, Plaintiffs, v. DOS COYOTES DEVELOPMENT COMPANY, LLC; DOS COYOTES SUNRISE, INC.; DOS COYOTES CONCORD, INC.; EAST BAY COYOTES, INC.; COLTAM, INC.; COLMAX, LLC; TRUMAX, LLC; COYOTE SUNSHINE, LLC; COYOTE R15, INC.; ROBERT H. DAVIDSON; JASON WOLENIK; MICHAEL TOPF; and DOES 1 through 25, inclusive, Defendants.	Case No. CIVMSC20-01670 NOTICE OF CLASS ACTION SETTLEMENT JUDGE: Edward Weil DEPT: 39
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You have received this notice because company records indicate that you worked at Dos Coyotes Border Café between August 2016 and June 2023. Please read this Notice carefully. You are eligible to receive a portion of a class action settlement. This notice is to advise you of how you can participate in or be excluded from the Settlement.

Based on Defendants' records, your Individual Class Payment is estimated to be \$_____ (less applicable withholdings) and your Individual PAGA Payment is estimated to be \$_____. The actual amount you may receive may be more or less than the amount estimated depending on the number of Class Members who choose to exclude themselves from the Settlement, the actual number of Workweeks worked by Participating Class Members, and on the distributions approved and allocated by the Court. If no amount is stated for your Individual PAGA Payment, then you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period (April 7, 2019 through June 5, 2023).

The above estimates are based on Defendants' records showing that you worked _____ workweeks during the Class Period, and you worked _____ pay periods during the PAGA Period.

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 or not you act. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a judgment that approves the releases of claims by Class Members and PAGA Members in accordance with the terms of the Settlement.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

Do Nothing	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Award and an Individual PAGA Award (if applicable). In exchange, you will give up your right to assert the Released Claims against the Defendants and the Released Parties (defined above), and if applicable, the Released PAGA Claims. Your check(s) will be sent to the same address as this notice. If you move or change your mailing address be sure to notify the Administrator as soon as possible.
You can exclude yourself (i.e., opt-out) of the Class Settlement but not the PAGA Settlement The Response Deadline is [DATE]	If you do not wish to participate in the Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. The Request for Exclusion must contain: your full name, contact information, signature with date, the case name and number of the Action, and a clear statement indicating that you want to be excluded from the Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.
Participating Class Members can object to the Class Settlement but not the PAGA Settlement. The Response Deadline is [DATE]	Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Administrator, no later than the Response Deadline. A written objection must contain: your full name, signature with date, the case name and number of the Action, a clear statement indicating that you object to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether you are represented by counsel and whether you intend to appear at the Final Approval Hearing. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.
Participating Class Members can participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] at [TIME] in Courtroom 39 of the Contra Costa Superior Court, 725 Court Street, Martinez, CA 94553. You don't have to attend, but you have the right to appear (or hire an attorney to appear on your behalf at your own cost) at the Final Approval Hearing. If you do not exclude yourself from the settlement, you may object orally at 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 and legal support for your objection. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement. It's possible the Court will reschedule the Final Approval

	Hearing. Check the Court’s website for the most current information or contact Class Counsel to verify the date and time of the Final Approval Hearing.
You can dispute the calculation of your Workweeks / Pay Periods The Dispute Deadline is [DATE]	The number of Class Period workweeks and/or PAGA Period Pay Periods you worked based on Defendants’ records are stated above. If you disagree with either of these numbers, you can dispute them by submitting a timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek Disputes must be postmarked no later than the Dispute Deadline. Unless you submit documentary evidence in support of your dispute, Defendants’ records will be determinative. All Workweek Disputes will be resolved and decided by the Administrator, and the Administrator’s decision on all disputes will be final and binding.

I. WHY DID I GET THIS NOTICE?

This is a court ordered notice and is sent to you because a settlement has been reached in the following case entitled: *Ruffo Pastor Diaz; Jaime Torres; and Edgar Gomez v. Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; East Bay Coyotes, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; Coyote Sunshine, LLC; Coyote R15, Inc.; Robert H. Davidson; Jason Wolenik; and Michael Topf* (“The Lawsuit”). The settlement has been reached between Plaintiffs and East Bay Coyotes, Inc.; Jason Wolenik; Michael Topf; Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; and Robert Davidson, collectively (“Defendants”). This notice should help you understand your rights and options under the Settlement.

You are receiving this notice because Defendants’ records indicate that you are a current or former non-exempt employee that falls within the following proposed “Class”, which includes:

all current and former hourly or non-exempt employees of Defendants who worked in the State of California during the Class Period who did not sign arbitration agreements. “Class Period” means the period from August 26, 2016 through June 5, 2023.

As a member of the Class, you are eligible to receive a portion of the Net Settlement Amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all persons who are members of the Class (“Class Members”), for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with Defendants in any way whatsoever.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

The Lawsuit alleged various wage and hour causes of action premised on alleged violations of the California Labor Code, including: (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) rounding, (7) regular rate of pay (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10)

wage statements, (11) timely payment of wages, (12) business expense reimbursements, (13) violation of Unfair Competition Law, (14) misclassification of Kitchen Managers and (15) penalties pursuant to Private Attorneys General Act (PAGA).

Defendants contend that they have complied with all applicable state and federal laws. Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuit.

For the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Defendants have negotiated a settlement whereby Defendants have agreed to pay the “Maximum Settlement Amount” of Eight Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00) to resolve the Lawsuit, and Class Members will be eligible to receive a portion of this amount. This Settlement is **not** an admission by Defendants of any liability.

III. HOW IS MY SETTLEMENT SHARE DETERMINED?

You are entitled to a portion of the “Net Settlement Amount” based on your number of workweeks during the Class Period. The Net Settlement Amount is determined as explained directly below.

Under the terms of the parties’ Settlement, at the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount:

- (1) Attorney’s fees for Plaintiffs’ counsel equaling \$291,637.50;
- (2) Litigation costs incurred by Plaintiffs’ counsel up to the amount of \$25,000.00;
- (3) The expenses of administering the Settlement, not to exceed \$18,000.00;
- (4) A service payment of up to \$5,000.00 to each Plaintiff for acting as class representatives; and,
- (5) \$40,000.00 for the settlement of Plaintiffs’ claim for penalties under PAGA with 75% (\$30,000) allocated to the California Labor & Workforce Development Agency (LWDA) and 25% (\$10,000) allocated to Individual PAGA Payments.

The remainder of the \$875,000.00, currently estimated to be at least \$470,750.00, will be distributed to all Class Members who do not opt-out of the settlement; this amount is called the “Net Settlement Amount”.

The Net Settlement Amount to be distributed to the Class Members will be divided as follows: Individual Class Payments will be paid from the Net Settlement Amount pursuant to the settlement formula as follows: (i) using the Class Data, the Settlement Administrator will divide the Net Settlement Amount by the total number of workweek worked by all Participating Class Members during the Class Period; and (ii) multiplying the result by the number of workweeks worked by each Participating Class Member during the Class Period. Each Class Member’s workweeks shall be calculated by Defendants from their records.

Settlement payments will be allocated 10% for unpaid wages, 90% for as penalties and interest. Each recipient of any monies paid in accordance with this Settlement Agreement is responsible for any taxes associated with the monies received by each recipient.

IV. WHAT AM I GIVING UP IF I PARTICIPATE IN THIS SETTLEMENT?

Releases of Claims. Upon Final Approval being granted by the Court, every Class Member who does not opt out of the Settlement (i.e., Participating Class Member), will release Defendants and the Released Parties from the Released Claims as described below. Additionally, every Aggrieved Employee will release the Released PAGA Parties from the Released PAGA Claims as described below. In other words, if you are a Class Member and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into the release and to have released the below-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Action will continue as though the Settlement never occurred and without prejudice to any Party.

1. “Released Parties” means (i) East Bay Coyotes, Inc.; Jason Wolenik; Michael Topf; Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; and Robert Davidson, collectively (“Defendants”); (ii) each of Defendants’ past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, reinsurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

2. Release by Participating Class Members: Plaintiffs and Participating Class Members release all claims they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the allegations asserted in the Action and any amendments thereto, including, without limitation, all claims for (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) rounding, (7) regular rate of pay, (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) timely payment of wages, (12) business expense reimbursements, (13) violation of Unfair Competition Law, (14) misclassification of Kitchen Managers, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2802, Cal. Civ. Code section 1021.5, and Business and Professions Code section 17200-17208 during the Class Period (August 26, 2016 through June 5, 2023) (collectively “Released Class Claims”).

3. “Released PAGA Parties” means (i) Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Robert H. Davidson; Dos Coyotes Concord, Inc.; East Bay Coyotes, Inc.; Jason Wolenik; and Michael Topf (“PAGA Defendants”); (ii) each of PAGA Defendants’ past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, reinsurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

4. Release by PAGA Aggrieved Employees: Plaintiff Ruffo Pastor Diaz, the Aggrieved Employees, and the State of California release all claims for civil penalties they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released PAGA Parties that were alleged in the Action and that reasonably

could have been alleged in the Action based on the allegations contained in the LWDA Letter and the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*), related to (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) rounding, (7) regular rate of pay, (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) timely payment of wages, (12) business expense reimbursements, (13) violation of Unfair Competition Law, (14) misclassification of Kitchen Managers, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2802, during the PAGA Period (April 7, 2019 through June 5, 2023) (collectively “Released PAGA Claims”).

V. WHAT ARE THE PROCEDURES FOR PAYMENT?

The Individual Class Payments will be paid by check after the Settlement is given final approval by the Court. The Settlement Administrator will calculate your Individual Class Payment based on your number of credited workweeks and will issue and mail you a check. Your check will be mailed to you by the Settlement Administrator. If you move or change your mailing address be sure to notify the Administrator as soon as possible. Your check will remain valid and negotiable for 180 calendar days from the date on which it is mailed. If any Class Member’s Individual Class Payment check is not cashed within 180 days after it is mailed, or an envelope mailed to a Class Member is returned and no forwarding address can be located, then any such amounts shall be transmitted to the State of California Unclaimed Property division.

VI. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the Settlement. For more detailed information you may review Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and all other settlement related documents and motions, by visiting the settlement website managed by the Administrator, [insert url] or by accessing the Court docket, Case Number CIVMSC20-01670, in this case through the Court’s online services system, at <https://www.cc-courts.org/civil/online-case.aspx>. There may be a fee required to review the materials via the online court system. Additionally, all papers filed in the Lawsuit, including Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, Case Numbers RG19043552 & RG20061535, which is located in the office of the Clerk of the Contra Costa Superior Court, Wakefield Taylor Courthouse, 725 Court Street, Martinez, CA 94553, and is available for viewing during regular business hours (Mon.–Fri., 8:30 a.m.-4:00p.m., excluding holidays). However, please visit the Court’s website at <https://www.cc-courts.org/default.aspx> for the most current information about in-person access to the Court.

If you have any questions, you can call the Settlement Administrator at 1-xxx-xxx-xxxx or Class Counsel in this Action:.

Liberation Law Group, P.C.
Arlo Garcia Uriarte

2760 Mission Street
San Francisco, CA 94110
Tel: (415) 695-1000
arlo@liberationlawgroup.com

**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE
COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT**

EXHIBIT B

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Attorneys for Plaintiffs
RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,

Plaintiffs,

v.

DOS COYOTES DEVELOPMENT
COMPANY, LLC; DOS COYOTES SUNRISE,
INC.; DOS COYOTES CONCORD, INC.;
EAST BAY COYOTES, INC.; COLTAM,
INC.; COLMAX, LLC; TRUMAX, LLC;
COYOTE SUNSHINE, LLC; COYOTE R15,
INC.; ROBERT H. DAVIDSON; JASON
WOLENIK; MICHAEL TOPF; and DOES 1
through 25, inclusive,

Defendants.

Case No. CIVMSC20-01670

Assigned for All Purposes To:
Judge: Edward Weil
Dept: 39

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS AND PAGA SETTLEMENT**

Action Filed: August 26, 2020

CDF LABOR LAW LLP

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Attorneys for Defendants

DOS COYOTES DEVELOPMENT COMPANY,
LLC, DOS COYOTES SUNRISE, INC., DOS
COYOTES CONCORD, INC., COLTAM, INC.,
COLMAX, LLC, TRUMAX, LLC; COYOTE
SUNSHINE, LLC, COYOTE R15, INC., and
ROBERT H. DAVIDSON

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

Plaintiffs Ruffo Pastor Diaz, Jaime Torres, and Edgar Gomez’s (“Plaintiffs”) Motion for Preliminary Approval of Class and PAGA Settlement (“Motion for Preliminary Approval”) came before this Court, on [DATE], at [TIME] a.m. in Department 39, before the Honorable Edward Weil. The Court having reviewed the Agreement and considered the papers, the arguments of counsel, and all other evidence and matters presented, and good cause appearing:

IT IS ORDERED that the Motion for Preliminary Approval of Class and PAGA Settlement is **GRANTED**, subject to the following findings and orders:

1. The Court grants preliminary approval of the Parties’ settlement based upon the terms set forth in the Joint Stipulation of Class and PAGA Settlement (“Agreement” or “Settlement”) filed herewith. All terms used herein have the same meaning as defined in the Agreement. The settlement set forth in the Agreement appears to be fair, adequate and reasonable to the Class and PAGA Members.

2. It appears to the Court on a preliminary basis that (a) the Settlement is fair, adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair, adequate and reasonable when balanced against the probable outcome of further litigation relating to liability and damages issues; (c) sufficient investigation and research have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action; and (e) the Settlement has been reached as the result of non-collusive, arms-length negotiations.

3. A final fairness hearing on the question of whether the Settlement, Class Counsel Fees and Class Counsel Expenses, Class Representatives Services Payments, and Administration Expenses should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 39 on the date and time set forth in Paragraph 10 below.

4. This Court approves, as to form and content, the Class Notice, in substantially the form attached hereto and to the Agreement as **Exhibit A**. The Court approves the procedure

1 for Class Members to participate in, to opt out of, and/or to object to, the Settlement as set forth
2 in the Agreement and the Class Notice.

3 5. The Court directs the mailing of the Class Notice by first class mail to the Class
4 and PAGA Members in accordance with the Implementation Schedule set forth below. The
5 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth
6 in the Implementation Schedule, meet the requirements of due process and provide the best
7 notice practicable under the circumstances and will constitute due and sufficient notice to Class
8 and PAGA members.

9 6. The Court concludes that, for settlement purposes only, the Class is preliminarily
10 and conditionally certified and meets the requirements for certification under section 382 of
11 California Code of Civil Procedure in that: (1) the Class is ascertainable and so numerous that
12 joinder of all members of the Class is impracticable; (b) common questions of law and fact
13 predominate, and there is a well-defined community of interest amongst the members of the
14 Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the
15 claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interest
16 of the members of the Class; (e) a class action is superior to other available methods for the
17 efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for
18 the Plaintiffs in their individual capacity and as the representative of the Class. The Class is
19 defined as all current and former hourly or non-exempt employees of Defendants who worked
20 in the State of California from August 26, 2016 through June 5, 2023, who did not sign
21 arbitration agreements.

22 7. The Court confirms Plaintiffs Ruffo Pastor Diaz, Jaime Torres, and Edgar
23 Gomez as the Class Representatives, and Arlo Garcia Uriarte of the law firm Liberation Law
24 Group, P.C. as Class Counsel.

25 8. The Court confirms Simpluris as the Administrator.

26 9. The Court approves the proposed procedures, as set forth in the Agreement for:
27 seeking exclusion from the Settlement by submitting to the Administrator a valid and timely
28 Request for Exclusion; objecting to the Settlement by filing with the Court and submitting to

the Administrator a written objection; and disputing credited workweeks by submitting to the Administrator a valid and timely workweek challenge.

10. A final fairness hearing will be held before this Court on [REDACTED] at [REDACTED] a.m./p.m. in Department 39 of the Superior Court of California for the County of Contra Costa located at 725 Court Street, Martinez, California 94553, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate, and reasonable and should be finally approved by the court; whether a judgment, as provided in the Agreement, should be entered; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the allocations and requests for Class Counsel Fees and Class Counsel Expenses, Class Representatives Services Payments, Administration Expenses, and PAGA Penalties. Class Counsel will file a motion for final approval of the Settlement and for Class Counsel Fees and Class Counsel Expenses, Class Representatives Services Payments, and Administration Expenses, along with the appropriate declarations and supporting evidence, including the Administrator's declaration in accordance with California Code of Civil Procedure section 1005(b) (i.e., 16 court days prior to the final fairness hearing).

The Court orders the following **Implementation Schedule** for further proceedings:

	Event	Date
a.	Deadline for Defendants to Submit Class Data to Administrator	30 calendar days after Court grants Preliminary Approval of the Settlement
b.	Deadline for Administrator to Mail Class Notice to Class and PAGA Members	40 calendar days after Court grants Preliminary Approval of the Settlement
c.	Deadline for Class Members to Postmark Workweek Dispute	30 calendar days after mailing of the Class Notice (+ 14 days for Class Notices that are re-mailed)

d.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Class Notice (+ 14 days for Class Notices that are re-mailed)
e.	Deadline for Receipt by Court and Administrator of any objections to Settlement	45 calendar days after mailing of the Class Notice (+ 14 days for Class Notices that are re-mailed)
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Class Counsel Fees and Class Counsel Expenses and Class Representatives Services Payments	16 Court days before Final Approval Hearing
g.	Deadline for filing of Declaration by Administrator of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing
h.	Deadline for Defendants to provide written Notice of Withdrawal from Settlement to Class Counsel (if applicable)	10 calendar days after the Administrator sends the final Exclusion List to Defendants
i.	Final Approval Hearing	
		Date:
		Time:

11. Pending the final fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

IT IS SO ORDERED.

Dated: _____

Honorable Edward Weil
Judge of the Superior Court

EXHIBIT C

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Attorneys for Plaintiffs
RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

**RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,**

Plaintiffs,

v.

**DOS COYOTES DEVELOPMENT
COMPANY, LLC; DOS COYOTES SUNRISE,
INC.; DOS COYOTES CONCORD, INC.;
EAST BAY COYOTES, INC.; COLTAM,
INC.; COLMAX, LLC; TRUMAX, LLC;
COYOTE SUNSHINE, LLC; COYOTE R15,
INC.; ROBERT H. DAVIDSON; JASON
WOLENIK; MICHAEL TOPF; and DOES 1
through 25, inclusive,**

Defendants.

Case No. CIVMSC20-01670

Assigned for All Purposes To:
Judge: Edward Weil
Dept: 39

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT**

Action Filed: August 26, 2020

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Attorneys for Defendants

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LLC, DOS COYOTES SUNRISE, INC., DOS
COYOTES CONCORD, INC., COLTAM, INC.,
COLMAX, LLC, TRUMAX, LLC; COYOTE
SUNSHINE, LLC, COYOTE R15, INC., and
ROBERT H. DAVIDSON

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

This matter has come before the Honorable Edward Weil in 39 of the above-entitled Court for a hearing on Plaintiffs Ruffo Pastor Diaz, Jaime Torres, and Edgar Gomez’s (“Plaintiffs”) Motion for Final Approval of Class and PAGA Settlement (“Motion for Final Approval”) came before this Court, on [DATE]. Liberation Law Group, P.C. appeared on behalf of Plaintiffs. Freeman Mathis & Gary, LLP appeared on behalf of Defendants East Bay Coyotes, Inc., Jason Wolenik, and Michael Topf. CDF Labor Law LLP appeared on behalf of Defendants Dos Coyotes Development Company, LLC, Dos Coyotes Sunrise, Inc., Dos Coyotes Concord, Inc., Coltam, Inc., Colmax, LLC, Trumax, LLC; Coyote Sunshine, LLC, Coyote R15, Inc., and Robert H. Davidson.

On [DATE], the Court entered the Order Granting Preliminary Approval of Class and PAGA Action Settlement (“Preliminary Approval Order”) preliminarily approving the settlement of the above-captioned action (“Action”) in accordance with the Joint Stipulation of Class and PAGA Settlement (“Settlement” or “Agreement”), which together with its attached exhibits, set forth the terms and conditions for settlement of the Action.

Due and adequate notice having been given to all Class Members and Aggrieved Employees as required in the Preliminary Approval Order, and the Court having reviewed the Agreement and considered the papers, the arguments of counsel, and all other evidence and matters presented, and good cause appearing:

IT IS ORDERED that the Motion for Final Approval of Class and PAGA Settlement is **GRANTED**, subject to the following findings and orders:

1. All terms used herein have the same meaning as defined in the Agreement and Preliminary Approval Order.
2. The Court finds that, for settlement purposes only, the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and the Settlement. The Court makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is defined as: all current and former hourly or non-

1 exempt employees of Defendants who worked in the State of California from August 26, 2016
2 through June 5, 2023, who did not sign arbitration agreements.

3 3. This Court has jurisdiction over the Action and over all Parties to this Action,
4 including all Class Members and Aggrieved Employees.

5 4. Distribution of the Class Notice directed to the Class Members and Aggrieved
6 Employees as set forth in the Agreement has been completed in conformity with the
7 Preliminary Approval Order, including individual notice to all Class Members and Aggrieved
8 Employees who could be identified through reasonable effort, and was the best notice
9 practicable under the circumstances. The Class Notice fully and accurately informed the Class
10 of all material elements of the Settlement and of their opportunity to participate in, object to,
11 or comment thereon, or to seek exclusion from the Settlement; provided due and adequate
12 notice of the proceedings related to the Settlement; and fully satisfied the requirements of due
13 process.

14 5. The Court grants final approval of the Settlement and finds that the Settlement is
15 fair, adequate, and reasonable and that Plaintiffs have satisfied the standards and applicable
16 requirements for final approval of this class action settlement under California law, including
17 the provisions of California Code of Civil Procedure section 382. The Court hereby finds the
18 Settlement was entered into in good faith pursuant to and within the meaning of California Code
19 of Civil Procedure section 877.6.

20 6. The Court finds that the Settlement has been reached as a result of intensive,
21 serious and non-collusive arms-length negotiations. The Court has considered all of the
22 evidence presented and further finds that the Parties have conducted extensive investigation and
23 research, and counsel for the Parties are able to reasonably evaluate their respective positions.
24 The Court also finds that the Settlement at this time will avoid additional substantial costs, as
25 well as avoid the delay and risks that would be presented by the further prosecution of the
26 Action. The Court has considered the benefits that are being provided as part of the Settlement
27 and the significant value to the Class and PAGA Members, the absence of objections to the
28 Settlement, and that there were only [#NUMBER] Requests for Exclusion from the Settlement

1 by Class Members. Accordingly, the Court directs that the Settlement be affected in accordance
2 with the Agreement and the following terms and conditions.

3 7. A full opportunity has been afforded to the Class Members and Aggrieved
4 Employees to participate in the Final Approval Hearing, and all Class Members and
5 Aggrieved Employees and other persons wishing to be heard have been heard. The Class
6 Members also have had a full and fair opportunity to exclude themselves from the Settlement.
7 Accordingly, the Court determines that all Class Members who did not submit a timely and
8 valid Request for Exclusion to the Administrator (“Participating Class Members”) and
9 Aggrieved Employees are bound by this Final Approval Order and Judgment.

10 8. The Court finds that [#NUMBER] Class Members have timely and validly opted
11 out of the Settlement and will not be bound by this Final Order Approving Class Action
12 Settlement and Judgment (“Final Approval Order and Judgment”).

13 9. The Court finds the Individual Class Payment to Participating Class Members
14 provided for under the Settlement to be fair and reasonable in light of all of the circumstances.
15 The Court directs Simpluris (“the Administrator”) to calculate and distribute payments to
16 Participating Class Members for Individual Class Payments, in accordance with the terms set
17 forth in the Agreement and Preliminary Approval Order.

18 10. The Court finds that the request for an award of attorneys’ fees in the amount
19 of \$306,250.00 to Class Counsel falls within the range of reasonableness, and the results
20 achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair and
21 reasonable; and are approved. The Court directs the Administrator to issue payment in the
22 amount of \$306,250.00 to Liberation Law Group, P.C. for attorneys’ fees, in accordance with
23 the Agreement and Preliminary Approval Order.

24 11. The Court finds that reimbursement of litigation costs and expenses in the
25 amount of \$[REDACTED].00 to Class Counsel is reasonable; and is approved. The Court directs the
26 Administrator to issue payment in the amount of \$[REDACTED].00 to Liberation Law Group, P.C.
27 for reimbursement of litigation costs and expenses, in accordance with the Agreement and
28 Preliminary Approval Order.

1 12. The Court finds that Plaintiffs' Class Representatives Service Payments in the
2 amount of \$5,000 each for the work performed by Plaintiffs on behalf of the Class is fair and
3 reasonable; and is approved. The Court directs the Administrator to issue payment of Plaintiffs'
4 Class Representatives Service Payments in the amount of \$5,000 each to Plaintiffs Ruffo Pastor
5 Diaz, Jaime Torres, and Edgar Gomez, in accordance with the Agreement and Preliminary
6 Approval Order.

7 13. The Court finds that the PAGA Penalties in the amount of \$40,000 for penalties
8 under the California Private Attorneys General Act of 2004, is fair and reasonable; and is
9 approved. The Court directs the Administrator to issue payment of the PAGA Penalties as
10 follows: the amount of \$30,000 (75 percent of \$40,000) to the California Labor Workforce
11 Development Agency and the amount of \$10,000 (25 percent of \$40,000) as Individual PAGA
12 Payments to the Aggrieved Employees, in accordance with the Agreement and Preliminary
13 Approval Order.

14 14. The Court finds that payment of Administration Expenses in the amount of
15 \$18,000 to the Administrator is fair, reasonable, and appropriate for the services performed and
16 costs incurred and to be incurred for the notice and settlement administration process; and is
17 approved. The Court directs the Administrator to issue payment of Administration Expenses
18 in the amount of \$18,000 to itself, in accordance with the Agreement and Preliminary Approval
19 Order.

20 15. The Court directs the Administrator to cancel any Individual Class Payment
21 and/or Individual PAGA Payment checks issued to Class Members and Aggrieved Employees
22 that are not cashed or deposited within one hundred eighty (180) calendar days after they are
23 issued, and transmit the funds associated with such cancelled checks to La Raza Centro Legal
(<https://www.lrcl.org/>) as the *cy pres* recipient.

24 16. The Court directs Class Counsel to file the Administrator's Declaration of
25 Compliance and Proof of Payment within two hundred forty (240) calendar days of this Final
26 Approval Order and Judgment.

27 17. Neither the Settlement nor any of the terms set forth in the Stipulation is an
28 admission by Defendants, or any of the other Released Parties or Released PAGA Parties, nor is

1 this Final Approval Order and Judgment a finding of the validity of any claims in the Action or
2 of any wrongdoing by Defendants, or any of the other Released Parties or Released PAGA
3 Parties. Neither this Final Approval Order and Judgment, the Agreement, any document related
4 to the Settlement, nor any action taken to carry out the Settlement is, may be construed as, or
5 may be used as, an admission by or against Defendants, or any of the other Released Parties or
6 Released PAGA Parties, of any fault, wrongdoing or liability. The entering into or carrying out
7 of the Settlement, and any related negotiations or proceedings, will not in any event be construed
8 as, or deemed to be evidence of, an admission or concession with regard to the denials or
9 defenses by Defendants, or any of the other Released Parties or Released PAGA Parties, and
10 will not be offered in evidence in any action or proceeding in any court, administrative agency
11 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
12 Approval Order and Judgment, the Agreement, the Released Claims, Released PAGA Claims,
13 or any related agreement or release. Notwithstanding these restrictions, any of the Released
14 Parties or Released PAGA Parties may file in the Action, or submit in any other proceeding, the
15 Final Approval Order and Judgment, the Agreement, and any other papers and records on file in
16 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
17 release, or other theory of claim or issue preclusion or similar defense.

18 18. The Court orders, adjudges and decrees that:

19 a. Plaintiffs and all Participating Class Members fully, finally, and forever
20 release, compromise, and discharge the Released Parties from the Released Class Claims for
21 the Class Period, in accordance with the terms of the Agreement;

22 b. Plaintiff, all Aggrieved Employees, and the State of California fully,
23 finally, and forever release, compromise, and discharge the Released PAGA Parties from the
24 Released PAGA Claims for the PAGA Period, in accordance with the terms of the Agreement;

25 c. Plaintiffs fully, finally, and forever releases, compromises, and
26 discharges the Released Parties and Released PAGA Parties from all causes of action, claims,
27 judgments, obligations, damages or liabilities of whatever kind and character and waives all rights
28 under California Civil Code section 1542, in accordance with the terms of the Agreement; and

1 d. The Dismissed Defendants (Coyote R15, Inc. and Coyote Sunshine, LLC)
2 are hereby dismissed without prejudice. The Dismissed Defendants will not contribute to the
3 Gross Settlement Amount and are not parties to the Settlement.

4 19. The Court hereby enters final judgment in accordance with the terms of the
5 Agreement, the Order Granting Preliminary Approval of Class and PAGA Settlement, and this
6 Order.

7 20. The Court retains continuing jurisdiction, pursuant to California Rules of Court,
8 Rule 3.769(h) and Code of Civil Procedure section 664.6, to enforce the settlement until
9 performance in full of the terms of the Agreement.

10 **IT IS SO ORDERED ADJUDGED AND DECREED.**

11 The Clerk of the Court is directed to enter this Judgment.

12
13 Dated: _____

Honorable Edward Weil
Judge of the Superior Court

Document ID: 91RZ4273

Liberation Law Group P.C. (signrequest@liberationlawgroup.com)

Document name: 2023.10.18 Jt Stip Settlement Agreement (Final) [Signed by R. Davidson & SvdH].PDF
Hash de seguridad SHA256:
113590bd47f55c73fee050abd3be190f8ca6070d8d59fe01e9440140affcb740

Sent on: 24 de Octubre de 2023 a las 21:47 (UTC)

De: SignRequest <no-reply@signrequest.com> on behalf of (signrequest@liberationlawgroup.com)

To: ruffoymaria@yahoo.com, andresgomezlara@hotmail.com, anamaria3808@gmail.com

Subject: Liberation Law Group P.C. (signrequest@liberationlawgroup.com) le ha enviado una solicitud SignRequest.

Message:

Firme este documento.

Saludos cordiales,

Liberation Law Group P.C. (signrequest@liberationlawgroup.com)

Dirección IP: 192.145.119.127

User agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/118.0.0.0 Safari/537.36

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76.133.160.54

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AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.6
Mobile/15E148 Safari/604.1

Documento firmado:

25 de Octubre de 2023 a las 23:23 (UTC)

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Firma añadida, página 21:

Jaime Torres-Martinez

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Mozilla/5.0 (iPhone; CPU iPhone OS 17_0_3 like Mac OS X)
AppleWebKit/605.1.15 (KHTML, like Gecko) Version/17.0.1
Mobile/15E148 Safari/604.1

Documento firmado:

25 de Octubre de 2023 a las 00:11 (UTC)

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE CONTRA COSTA

RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,

Plaintiffs,

v.

DOS COYOTES DEVELOPMENT
COMPANY, LLC; DOS COYOTES
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CONCORD, INC.; EAST BAY COYOTES,
INC.; COLTAM, INC., COLMAX LLC;
TRUMAX, LLC; COYOTE SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK;
MICHAEL TOPF; and DOES 1 through 25,
inclusive,

Case No. CIVMSC20-01670

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO THE
HON. CHARLES TREAT

**EXHIBIT “2” DECLARATION OF
ARLO GARCIA URIARTE IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: August 29, 2024

Hearing Time: 9:00 a.m.

Dept.: 12

Action Filed: August 26, 2020

LIBERATION LAW GROUP, P.C.

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WOLENIK; MICHAEL TOPF; and DOES I
through 25, inclusive,**

Defendants

Case No. CIVMSC20-01670

Assigned for All Purposes To:

Judge: Charles S. Treat

Dept: 12

**DECLARATION OF JENNIFER
BELIVEAU REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Action Filed: August 26, 2020

I, JENNIFER BELIVEAU, hereby declare:

2. Simpluris has administered and will continue to administer if Final Approval is granted, the Settlement pursuant to the duties and responsibilities of the Settlement Administrator outlined in the Joint Stipulation of Class and PAGA Settlement (the “Settlement Agreement”) entered into by the parties on or about October 25, 2023.

3. On May 21, 2024, Counsel for Defendant's for the DCDC and Concord locations provided Simpluris the data list. The DCDC location list contained the names, dates of employment, Social Security Numbers, addresses, Class Workweeks and PAGA Pay Periods during the Class Period for each Class Member ("Class List"). The Class List contained records for four hundred and forty (440) individuals identified as Class Members. The Concord location Class List contained the names, dates of employment, Social Security Numbers, addresses, Class Workweeks and PAGA Pay Periods during the Class Period for each Class Member. The Class List contained records for two hundred and nine (209) individuals identified as Class Members.

4. On June 5, 2024, Counsel for Defendant EBC provided Simpluris with a Class List containing the names, Social Security numbers, last known addresses, and dates of employment during the Class Period for each Class Member. The Class List contained records for two hundred and sixty-five (265) individuals identified as Class Members.

5. There were thirty-two (32) records combined as they were determined to be duplicates resulting in eight hundred and eight-two (882) individuals identified as Class Members.

1 6. The mailing addresses contained in the Class List were processed and updated utilizing the
2 National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service (“USPS”). The
3 NCOA contains changes of addresses filed with the USPS. In the event that any individual had filed a
4 USPS change of address request, the address listed with the NCOA was utilized in connection with the
5 mailing of the Notices.

6 **NOTIFICATION TO CLASS MEMBERS**

7 7. On May 17, 2024, Simpluris received the Court-approved Notice of Class Action
8 Settlement from the parties. The Notice advised Class Members of their right to submit an opt out of the
9 Settlement, object to the Settlement, dispute the number of Workweeks and/or Pay Periods, or do nothing,
10 and the implications of each such action. The Notice also advised Class Members of applicable deadlines
11 and other events, including the date of the Final Approval Hearing, and how Class Members could obtain
12 additional information.

13 8. On June 21, 2024, Simpluris caused the Notice of Class Action Settlement (collectively,
14 the “Notice Packet”) to be mailed via First Class U.S. Mail to eight hundred and eighty-two (882) Class
15 Members in English and Spanish. A true and correct copy of the Notice Packet is attached hereto as
16 **Exhibit A.**

17 9. As of the date of this declaration, one hundred and ninety (190) Notice Packets were
18 returned by the post office. For the Notice Packets returned without a forwarding address, Simpluris
19 performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurant, a
20 reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member’s name, previous address
21 and Social Security number to locate a more current address. Of the one hundred and ninety (190) returned
22 Notice Packets, one hundred and fifty-two (152) Notice Packets were re-mailed to either a newfound
23 address or with forwarding addresses provided by USPS. The remaining thirty-eight (38) Notice Packets
24 were undeliverable because Simpluris was unable to find a better address.

25 **TOLL FREE TELEPHONE HELPLINE**

26 10. Simpluris established and is maintaining a toll-free telephone number, (855) 619-9576, for
27 the purpose of allowing the Class Members to contact Simpluris and to make inquiries regarding the
28 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation
throughout the settlement administration process. Callers have the option to speak with a live call center

representative during normal business hours or to leave a message during non-business hours and receive a return call during. The toll-free telephone number was set forth in the Notice Packet.

SETTLEMENT WEBSITE

11. Class Members can visit www.Simpluris.com/Case-Information to download copies of the Order Granting Preliminary Approval of Class and PAGA Settlement, Joint Stipulation of Class and PAGA Settlement, and Joint Stipulation and Order to Continue Final Approval Hearing.. The website URL was set forth in the Notice Packet. The documents were posted on or before June 21, 2024, and is accessible 24 hours a day, 7 days a week.

DISPUTES, REQUESTED EXCLUSION AND OBJECTIONS

12. The postmark deadline for Class Members to dispute the Defendant's records that were pre-printed on their Notice Packet, Request for Exclusion or Objection was August 5, 2024. As of the date of this declaration, Simpluris has received zero (0) disputes.

13. As of the date of this declaration, Simpluris has received two (2) Requests for Exclusions.

14. As of the date of this declaration, Simpluris has received zero (0) objections to the Settlement.

SETTLEMENT FUND BREAKDOWN

15. As of the date of this declaration, there are eighty hundred and eighty (880) Participating Class Members and three hundred (300) Aggrieved Employees who will be paid their portion of the Net Settlement Fund, estimated to be \$504,772.72. The Net Settlement Amount available to pay Participating Class Members was determined as follows:

Gross Settlement Fund	875,000.00
Plaintiff Attorney Fees	(291,637.00)
Plaintiff Attorney Litigation Costs	(15,590.28)
Edgar Gomez Class Representative Service Payment	(5,000.00)
Ruffo Pastor Class Representative Service Payment	(5,000.00)
Jaime Torres Class Representative Service Payment	(5,000.00)
PAGA - LWDA Payment	(30,000.00)
Simpluris Inc. Administration Costs	(18,000.00)
Net Settlement Fund	504,772.72
PAGA – Aggrieved Employee Payments	(10,000.00)
Participating Class Member Payments	(494,772.72)
Balance	0.00

16. As of the date of this declaration, there are eight hundred and eighty (880) Participating Class Member who worked forty-eight thousand eight hundred and five (48,805) Workweeks in total. The average *estimated* Individual Participating Class Member payment is \$552.31. The highest *estimated* Individual Participating Class Member payment is \$3,629.31. The lowest *estimated* Individual Participating Class Member payment is \$10.14. Should the Court-awarded fees or costs differ than those shown above, or if the number of Class Members approved for payment changes, the estimated award allocation calculations will change accordingly.

17. As of the date of this declaration, there are three hundred (300) Aggrieved Employees who worked nine thousand four hundred and eighty (9,480) Pay Periods in total. The average *estimated* Aggrieved Employee payment is \$11.34. The highest *estimated* Aggrieved Employee payment is \$139.24. The lowest *estimated* Aggrieved Employee payment is \$1.05. Should the Court-awarded fees or costs differ than those shown above, or if the number of Class Members approved for payment changes, the estimated award allocation calculations will change accordingly.

ADMINISTRATION COSTS

18. As of the date of this declaration, Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$18,000.00.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on this 6th day of August 2024, in Colchester, Vermont.

Beliveau.

JENNIFER BELIVEAU

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT
Contra Costa Superior Court Case No. CIVMSC20-01670

«IMbJullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»

SIMID «SIMID»
«Barcode_192824»

**RUFFO PASTOR DIAZ, JAIME TORRES, and
EDGAR GOMEZ,**

Plaintiffs,

v.

**DOS COYOTES DEVELOPMENT COMPANY,
LLC; DOS COYOTES SUNRISE, INC.; DOS
COYOTES CONCORD, INC.; EAST BAY
COYOTES, INC.; COLTAM, INC.; COLMAX,
LLC; TRUMAX, LLC; COYOTE SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK; MICHAEL
TOPF; and DOES 1 through 25, inclusive,**

Defendants.

Case No. CIVMSC20-01670

NOTICE OF CLASS ACTION SETTLEMENT

JUDGE: Edward Weil
DEPT: 39

You have received this notice because company records indicate that you worked at Dos Coyotes Border Café between August 2016, and June 2023. Please read this Notice carefully. You are eligible to receive a portion of a class action settlement. This notice is to advise you of how you can participate in or be excluded from the Settlement.

Based on Defendants' records, your Individual Class Payment is estimated to be \$«MERGED_Class_EstSettAmnt_CALC» (less applicable withholdings) and your Individual PAGA Payment is estimated to be \$«MERGED_PAGA_EstSettAmnt_CALC». The actual amount you may receive may be more or less than the amount estimated depending on the number of Class Members who choose to exclude themselves from the Settlement, the actual number of Workweeks worked by Participating Class Members, and on the distributions approved and allocated by the Court. If no amount is stated for your Individual PAGA Payment, then you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period (April 7, 2019, through June 5, 2023).

The above estimates are based on Defendants' records showing that you worked «MERGED_TOTAL_WW» workweeks during the Class Period, and you worked «MERGED_TOTAL_PP» pay periods during the PAGA Period.

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 or not you act. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a judgment that approves the releases of claims by Class Members and PAGA Members in accordance with the terms of the Settlement.

<u>OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT</u>	
Do Nothing	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Award and an Individual PAGA Award (if applicable). In exchange, you will give up your right to assert the Released Claims against the Defendants and the Released Parties (defined above), and if applicable, the Released PAGA Claims. Your check(s) will be sent to the same address as this notice. If you move or change your mailing address be sure to notify the Administrator as soon as possible.
You can exclude yourself (i.e., opt-out) of the Class Settlement but not the PAGA Settlement The Response Deadline is August 5, 2024	If you do not wish to participate in the Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. The Request for Exclusion must contain: your full name, contact information, signature with date, the case name and number of the Action, and a clear statement indicating that you want to be excluded from the Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.
Participating Class Members can object to the Class Settlement but not the PAGA Settlement. The Response Deadline is August 5, 2024	Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Administrator, no later than the Response Deadline. A written objection must contain: your full name, signature with date, the case name and number of the Action, a clear statement indicating that you object to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether you are represented by counsel and whether you intend to appear at the Final Approval Hearing. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.
Participating Class Members can participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on August 29, 2024, at 9:00 a.m. in Department 12, of the Contra Costa Superior Court, 725 Court Street, Martinez, CA 94553. You don't have to attend, but you have the right to appear (or hire an attorney to appear on your behalf at your own cost) at the Final Approval Hearing. If you do not exclude yourself from the settlement, you may object orally at 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 and legal support for your objection. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement. It's possible the Court will reschedule the Final Approval Hearing. Check the Court's website for the most current information or contact Class Counsel to verify the date and time of the Final Approval Hearing.

You can dispute the calculation of your Workweeks / Pay Periods The Dispute Deadline is August 5, 2024	The number of Class Period workweeks and/or PAGA Period Pay Periods you worked based on Defendants' records are stated above. If you disagree with either of these numbers, you can dispute them by submitting a timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek Disputes must be postmarked no later than the Dispute Deadline. Unless you submit documentary evidence in support of your dispute, Defendants' records will be determinative. All Workweek Disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and binding.
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I. WHY DID I GET THIS NOTICE?

This is a court ordered notice and is sent to you because a settlement has been reached in the following case entitled: *Ruffo Pastor Diaz; Jaime Torres; and Edgar Gomez v. Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; East Bay Coyotes, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; Coyote Sunshine, LLC; Coyote R15, Inc.; Robert H. Davidson; Jason Wolenik; and Michael Topf* ("The Lawsuit"). The settlement has been reached between Plaintiffs and East Bay Coyotes, Inc.; Jason Wolenik; Michael Topf; Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; and Robert Davidson, collectively ("Defendants"). This notice should help you understand your rights and options under the Settlement.

You are receiving this notice because Defendants' records indicate that you are a current or former non-exempt employee that falls within the following proposed "Class", which includes:

all current and former hourly or non-exempt employees of Defendants who worked in the State of California during the Class Period who did not sign arbitration agreements. "Class Period" means the period from August 26, 2016, through June 5, 2023.

As a member of the Class, you are eligible to receive a portion of the Net Settlement Amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all persons who are members of the Class ("Class Members"), for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with Defendants in any way whatsoever.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

The Lawsuit alleged various wage and hour causes of action premised on alleged violations of the California Labor Code, including: (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) rounding, (7) regular rate of pay (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) timely payment of wages, (12) business expense reimbursements, (13) violation of Unfair Competition Law, (14) misclassification of Kitchen Managers and (15) penalties pursuant to Private Attorneys General Act (PAGA).

Defendants contend that they have complied with all applicable state and federal laws. Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuit.

For the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Defendants have negotiated a settlement whereby Defendants have agreed to pay the "Maximum Settlement Amount" of Eight Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00) to resolve the Lawsuit, and Class Members will be eligible to receive a portion of this amount. This Settlement is **not** an admission by Defendants of any liability.

III. HOW IS MY SETTLEMENT SHARE DETERMINED?

You are entitled to a portion of the “Net Settlement Amount” based on your number of workweeks during the Class Period. The Net Settlement Amount is determined as explained directly below.

Under the terms of the parties’ Settlement, at the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount:

- (1) Attorney’s fees for Plaintiffs’ counsel equaling \$306,250.00;
- (2) Litigation costs incurred by Plaintiffs’ counsel up to the amount of \$25,000.00;
- (3) The expenses of administering the Settlement, not to exceed \$18,000.00;
- (4) A service payment of up to \$5,000.00 to each Plaintiff for acting as class representatives; and,
- (5) \$40,000.00 for the settlement of Plaintiffs’ claim for penalties under PAGA with 75% (\$30,000) allocated to the California Labor & Workforce Development Agency (LWDA) and 25% (\$10,000) allocated to Individual PAGA Payments.

The remainder of the \$875,000.00, currently estimated to be at least \$470,750.00, will be distributed to all Class Members who do not opt-out of the settlement; this amount is called the “Net Settlement Amount”.

The Net Settlement Amount to be distributed to the Class Members will be divided as follows: Individual Class Payments will be paid from the Net Settlement Amount pursuant to the settlement formula as follows: (i) using the Class Data, the Settlement Administrator will divide the Net Settlement Amount by the total number of workweek worked by all Participating Class Members during the Class Period; and (ii) multiplying the result by the number of workweeks worked by each Participating Class Member during the Class Period. Each Class Member’s workweeks shall be calculated by Defendants from their records.

Settlement payments will be allocated 10% for unpaid wages, 90% for as penalties and interest. Each recipient of any monies paid in accordance with this Settlement Agreement is responsible for any taxes associated with the monies received by each recipient.

IV. WHAT AM I GIVING UP IF I PARTICIPATE IN THIS SETTLEMENT?

Releases of Claims. Upon Final Approval being granted by the Court, every Class Member who does not opt out of the Settlement (i.e., Participating Class Member), will release Defendants and the Released Parties from the Released Claims as described below. Additionally, every Aggrieved Employee will release the Released PAGA Parties from the Released PAGA Claims as described below. In other words, if you are a Class Member and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into the release and to have released the below-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Action will continue as though the Settlement never occurred and without prejudice to any Party.

1. “Released Parties” means (i) East Bay Coyotes, Inc.; Jason Wolenik; Michael Topf; Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; and Robert Davidson, collectively (“Defendants”); (ii) each of Defendants’ past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, reinsurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

2. **Release by Participating Class Members:** Plaintiffs and Participating Class Members release all claims they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the allegations asserted in the Action and any amendments thereto, including, without limitation, all claims for (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) rounding, (7) regular rate of pay, (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) timely payment of wages, (12) business expense reimbursements, (13) violation of Unfair Competition Law, (14) misclassification of Kitchen Managers, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 500, 510,

512, 558, 558.1, 1194, 1197, 1197.1, 2802, Cal. Civ. Code section 1021.5, and Business and Professions Code section 17200-17208 during the Class Period (August 26, 2016 through June 5, 2023) (collectively “Released Class Claims”).

3. “Released PAGA Parties” means (i) Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Robert H. Davidson; Dos Coyotes Concord, Inc.; East Bay Coyotes, Inc.; Jason Wolenik; and Michael Topf (“PAGA Defendants”); (ii) each of PAGA Defendants’ past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, reinsurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

4. Release by PAGA Aggrieved Employees: Plaintiff Ruffo Pastor Diaz, the Aggrieved Employees, and the State of California release all claims for civil penalties they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released PAGA Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the allegations contained in the LWDA Letter and the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*), related to (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) rounding, (7) regular rate of pay, (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) timely payment of wages, (12) business expense reimbursements, (13) violation of Unfair Competition Law, (14) misclassification of Kitchen Managers, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2802, during the PAGA Period (April 7, 2019 through June 5, 2023) (collectively “Released PAGA Claims”).

V. WHAT ARE THE PROCEDURES FOR PAYMENT?

The Individual Class Payments will be paid by check after the Settlement is given final approval by the Court. The Settlement Administrator will calculate your Individual Class Payment based on your number of credited workweeks and will issue and mail you a check. Your check will be mailed to you by the Settlement Administrator. If you move or change your mailing address be sure to notify the Administrator as soon as possible. Your check will remain valid and negotiable for 180 calendar days from the date on which it is mailed. If any Class Member’s Individual Class Payment check is not cashed within 180 days after it is mailed, or an envelope mailed to a Class Member is returned and no forwarding address can be located, then any such amounts shall be transmitted to the State of California Unclaimed Property division.

VI. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the Settlement. For more detailed information you may review Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and all other settlement related documents and motions, by visiting the settlement website managed by the Administrator, www.simpluris.com/case-search or by accessing the Court docket, Case Number CIVMSC20-01670, in this case through the Court’s online services system, at <https://www.cc-courts.org/civil/online-case.aspx>. There may be a fee required to review the materials via the online court system. Additionally, all papers filed in the Lawsuit, including Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, Case Numbers RG19043552 & RG20061535, which is located in the office of the Clerk of the Contra Costa Superior Court, Wakefield Taylor Courthouse, 725 Court Street, Martinez, CA 94553, and is available for viewing during regular business hours (Mon.– Fri., 8:30 a.m.- 4:00p.m., excluding holidays). However, please visit the Court’s website at <https://www.cc-courts.org/default.aspx> for the most current information about in-person access to the Court.

If you have any questions, you can call the Settlement Administrator at (855) 619-9576 or Class Counsel in this Action:

Liberation Law Group, P.C.
Arlo Garcia Uriarte
2760 Mission Street
San Francisco, CA 94110
Tel: (415) 695-1000
arlo@liberationlawgroup.com

**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE
COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT**

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

Corte Superior de Contra Costa Caso No. CIVMSC20-01670

**RUFFO PASTOR DÍAZ, JAIME TORRES y
EDGAR GOMEZ,**

Demandantes,

v.

**DOS COYOTES DEVELOPMENT COMPANY,
LLC; DOS COYOTES SUNRISE, INC.; DOS
COYOTES CONCORD, INC.; EAST BAY
COYOTES, INC.; COLTAM, INC.; COLMAX,
LLC; TRUMAX, LLC; COYOTE SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK; MICHAEL
TOPF; y DEMANDADOS DESCONOCIDOS del 1 al
25, inclusive,**

Demandados.

Caso No. CIVMSC20-01670

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

JUEZ: Edward Weil
DEPARTAMENTO: 39

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_192822»

«City», «State» «Zip»

Ha recibido esta notificación porque los registros de la compañía indican que trabajó en Dos Coyotes Border Café entre agosto de 2016 y junio de 2023. Lea atentamente esta Notificación. Usted es elegible para recibir una parte de un acuerdo de acción de clase. Esta notificación es para informarle sobre cómo puede participar o ser excluido del Acuerdo.

Según los registros de los Demandados, su Pago Individual de la Clase se estima en \$«MERGED_Class_EstSettAmnt_CALC» (menos las retenciones aplicables) y su Pago Individual en virtud de la PAGA se estima en \$«MERGED_PAGA_EstSettAmnt_CALC». El monto real que puede recibir puede ser mayor o menor que el monto estimado dependiendo de la cantidad de Miembros de la Clase que elijan excluirse del Acuerdo, la cantidad real de Semanas de Trabajo trabajadas por los Miembros Participantes de la Clase y las distribuciones aprobadas y asignadas por la Corte. Si no se indica ningún monto para su Pago Individual en virtud de la PAGA, entonces no es elegible para un Pago Individual en virtud de la PAGA en función del Acuerdo porque no trabajó durante el Período de la PAGA (del 7 de abril del 2019 al 5 de junio del 2023).

Las estimaciones anteriores se basan en los registros de los Demandados que muestran que usted trabajó «MERGED_TOTAL_WW» semanas de trabajo durante el Período de la Clase y que trabajó «MERGED_TOTAL_PP» períodos de pago durante el Período de la PAGA.

La Corte ya ha homologado de manera preliminar el Acuerdo propuesto y homologó esta Notificación. La Corte no ha decidido aún si otorgará la homologación definitiva. Sus derechos legales se ven afectados ya sea que usted actúe o no. En la Audiencia de Homologación Definitiva, la Corte decidirá si homologa definitivamente el Acuerdo. La Corte también decidirá si dicta una sentencia que apruebe las exoneraciones de reclamos de los Miembros de la Clase y los Miembros de la PAGA conforme a los términos del Acuerdo.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN VIRTUD DEL ACUERDO

No hacer nada	Si no hace nada, será un Miembro Participante de la Clase, elegible para una Adjudicación Individual de la Clase y una Adjudicación Individual en virtud de la PAGA (si corresponde). A cambio, renunciará a su derecho a hacer valer los Reclamos Exonerados contra los Demandados y las Partes Exoneradas (definidos anteriormente) y, si corresponde, los Reclamos Exonerados en virtud de la PAGA. Su(s) cheque(s) se enviará(n) a la misma dirección que esta notificación. Si se muda o cambia su dirección postal, asegúrese de notificar al Administrador lo antes posible.
Puede excluirse (es decir, no participar) del Acuerdo de Clase, pero no del Acuerdo en virtud de la PAGA. La Fecha Límite de Respuesta es 5 de agosto de 2024.	Si no desea participar en el Acuerdo, puede excluirse enviando al Administrador una Solicitud de Exclusión por escrito. La Solicitud de Exclusión debe contener: su nombre completo, información de contacto, firma con fecha, el nombre del caso y el número de la Acción, y una declaración clara que indique que desea ser excluido del Acuerdo. La Solicitud de Exclusión debe estar firmada, fechada y ser enviada por correo de los EE. UU. de Primera Clase, o su equivalente, al Administrador. Todas las Solicitudes de Exclusión deben tener sello postal a más tardar en la Fecha Límite de Respuesta. Cualquier persona que presente una Solicitud de Exclusión no tendrá permitido oponerse a los términos del Acuerdo.
Los Miembros Participantes de la Clase pueden oponerse al Acuerdo de Clase, pero no al Acuerdo en virtud de la PAGA. La Fecha Límite de Respuesta es 5 de agosto de 2024.	Cualquier Miembro de la Clase que no se excluya del Acuerdo (es decir, un Miembro Participante de la Clase) puede oponerse a los términos del Acuerdo presentando una oposición por escrito ante la Corte y enviando por correo una copia al Administrador, a más tardar, la Fecha Límite de Respuesta. Una oposición escrita debe contener: su nombre completo, firma con fecha, el nombre del caso y número de la Acción, una declaración clara que indique que se opone al Acuerdo, cada razón específica en apoyo de la oposición junto con cualquier respaldo legal para cada oposición, una declaración clara que indique si está representado por un abogado y si tiene la intención de comparecer en la Audiencia de Homologación Definitiva. Si la Corte rechaza la oposición, usted quedará sujeto a los términos del Acuerdo.
Los Miembros Participantes de la Clase pueden participar en la Audiencia de Homologación Definitiva.	La Audiencia de Homologación Definitiva de la Corte está programada para realizarse el 29 de agosto de 2024, a las 9:00 a.m. en el Departamento 12 de la Corte Superior de Contra Costa, 725 Court Street, Martinez, CA 94553. No tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo) en la Audiencia de Homologación Definitiva. Si no se excluye del acuerdo, puede oponerse oralmente en la Audiencia de Homologación Definitiva. Usted (o su abogado) debe estar listo para decirle a la Corte a qué se opone, por qué se opone y cualquier hecho y respaldo legal para su oposición. Si la Corte rechaza la oposición, usted quedará sujeto a los términos del Acuerdo. Es posible que la Corte re programe la Audiencia de Homologación Definitiva. Consulte el sitio web de la Corte para obtener la información más actualizada o contacte a los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Homologación Definitiva.

Puede disputar el cálculo de sus Semanas de Trabajo / Períodos de Pago La Fecha Límite de la Disputa es 5 de agosto de 2024.	La cantidad de Semanas de Trabajo del Período de la Clase y/o Períodos de Pago del Período de la PAGA que trabajó sobre la base de los registros de los Demandados se indica anteriormente. Si no está de acuerdo con cualquiera de estos números, puede disputarlos presentando una Disputa a la Semana de Trabajo por escrito al Administrador. La Disputa a la Semana de Trabajo debe estar firmada, fechada y ser enviada por correo de los EE. UU. de Primera Clase, o su equivalente, al Administrador. Todas las Disputas a la Semana de Trabajo deben tener sello postal de, a más tardar, la Fecha Límite de la Disputa. A menos que presente evidencia documental en apoyo de su disputa, los registros de los Demandados serán determinantes. Todas las Disputas a la Semana de Trabajo serán resueltas y decididas por el Administrador, y la decisión del Administrador sobre todas las disputas será definitiva y vinculante.
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I. ¿POR QUÉ RECIBÍ ESTA NOTIFICACIÓN?

Esta es una notificación ordenada por la corte y se le envía porque se ha llegado a un acuerdo en el siguiente caso titulado: *Ruffo Pastor Diaz; Jaime Torres; y Edgar Gomez v. Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; East Bay Coyotes, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; Coyote Sunshine, LLC; Coyote R15, Inc.; Robert H. Davidson; Jason Wolenik; y Michael Topf* (“el Juicio”). Se ha llegado al acuerdo entre los Demandantes y East Bay Coyotes, Inc.; Jason Wolenik; Michael Topf; Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; y Robert Davidson, colectivamente (“Demandados”). Esta notificación debe ayudarlo a comprender sus derechos y opciones en virtud del Acuerdo.

Usted recibe esta notificación porque los registros de los Demandados indican que usted es un empleado actual o ex empleado no exento que cae dentro de la siguiente “Clase” propuesta, que incluye:

Todos los empleados actuales y ex empleados por hora o no exentos de los Demandados que trabajaron en el Estado de California durante el Período de la Clase y no firmaron acuerdos de arbitraje. “Período de la Clase” significa el período comprendido entre el 26 de agosto del 2016 y el 5 de junio del 2023.

Como miembro de la Clase, usted es elegible para recibir una parte del Importe Neto del Acuerdo.

Esta **no es** una notificación de un juicio en su contra. **Usted no está siendo demandado.** El juicio se inició en nombre de todas las personas que son miembros de la Clase (“Miembros de la Clase”), para su beneficio. Su participación, o no participación, en el Acuerdo no afectará su empleo con los Demandados de ninguna manera.

II. ¿DE QUÉ SE TRATA ESTE JUICIO DE ACCIÓN DE CLASE?

El Juicio alegó varias causas de acción de salarios y horas basadas en supuestas violaciones del Código Laboral de California, que incluyen: (1) trabajo fuera del horario de trabajo, (2) salarios mínimos no pagos, (3) salarios regulares no pagos, (4) horas extra no pagadas, (5) tiempo doble no pago, (6) redondeo, (7) tarifa de pago regular (8) períodos de comida y primas del período de comida, (9) períodos de descanso y primas del período de descanso, (10) talones de cheque, (11) pago oportuno de los salarios, (12) reembolsos de gastos comerciales, (13) violación de la Ley de Competencia Desleal, (14) clasificación errónea de Gerentes de Cocina y (15) sanciones conforme a la Ley de Procuraduría General Privada (PAGA).

Los Demandados sostienen que han cumplido con todas las leyes estatales y federales aplicables. Los Demandados niegan cualquier responsabilidad o acto ilícito de cualquier tipo asociado con los reclamos afirmados en el Juicio.

Con el fin de evitar el tiempo y los gastos de seguir litigando, cuyo resultado final es incierto, y para proporcionar una resolución justa y razonable de esta disputa legal, los Demandantes y los Demandados han negociado un acuerdo por el cual los Demandados han acordado pagar el “Importe Máximo del Acuerdo” de ochocientos setenta y cinco mil dólares y cero centavos (\$875,000.00) para resolver el Juicio, y los Miembros de la Clase serán elegibles para recibir una parte de este monto. Este Acuerdo **no es** una admisión por parte de los Demandados de ninguna responsabilidad.

III. ¿CÓMO SE DETERMINA MI PARTE DEL ACUERDO?

Tiene derecho a una parte del “Importe Neto del Acuerdo” en función de su cantidad de semanas de trabajo durante el Período de la Clase. El Importe Neto del Acuerdo se determina como se explica directamente a continuación.

Conforme a los términos del Acuerdo de las partes, en la Audiencia de Homologación Definitiva, los Demandantes y/o los Abogados de la Clase solicitarán a la Corte que apruebe las siguientes deducciones del Importe Máximo del Acuerdo:

- (1) honorarios de abogados para los abogados de los Demandantes que equivalen a \$306,250.00;
- (2) Costos de litigio contraídos por el abogado de los Demandantes hasta el monto de \$25,000.00;
- (3) Los gastos de administración del Acuerdo, que no excedan los \$18,000.00;
- (4) Un pago por servicio de hasta \$5,000.00 a cada Demandante por actuar como representantes de la clase; y,
- (5) \$40,000.00 para el acuerdo del reclamo de los Demandantes por sanciones en virtud de la PAGA con 75% (\$30,000) asignado a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (LWDA) y 25% (\$10,000) asignado a los Pagos Individuales en virtud de la PAGA.

El resto de los \$875,000.00, actualmente estimados en, al menos, \$470,750.00, se distribuirá a todos los Miembros de la Clase que no se excluyan del acuerdo; este monto se denomina el “Importe Neto del Acuerdo”.

El Importe Neto del Acuerdo que se distribuirá a los Miembros de la Clase se dividirá de la siguiente manera: Los Pagos Individuales de la Clase se pagarán del Importe Neto del Acuerdo de conformidad con la fórmula del acuerdo de la siguiente manera: (i) Utilizando los Datos de la Clase, el Administrador del Acuerdo dividirá el Importe Neto del Acuerdo por la cantidad total de semanas de trabajo trabajadas por todos los Miembros Participantes de la Clase durante el Período de la Clase; y (ii) multiplicando el resultado por la cantidad de semanas de trabajo trabajadas por cada Miembro Participante de la Clase durante el Período de la Clase. Las semanas de trabajo de cada Miembro de la Clase serán calculadas por los Demandados a partir de sus registros.

Los pagos del acuerdo se asignarán 10% para salarios impagos, 90% como sanciones e intereses. Cada destinatario de cualquier dinero pagado en función de este Acuerdo es responsable de cualquier impuesto asociado con el dinero recibido por cada destinatario.

IV. ¿A QUÉ RENUNCIO SI PARTICIPO EN ESTE ACUERDO?

Exoneraciones de Reclamos. Tras la Homologación Definitiva otorgada por la Corte, cada Miembro de la Clase que no se excluya del Acuerdo (es decir, Miembro Participante de la Clase) exonerará a los Demandados y a las Partes Exoneradas de los Reclamos Exonerados como se describe a continuación. Además, cada Empleado Agraviado exonerará a las Partes Exoneradas en virtud de la PAGA de los Reclamos Exonerados en virtud de la PAGA como se describe a continuación. En otras palabras, si usted es un Miembro de la Clase y no se excluye de la Clase del Acuerdo, se considerará que ha firmado la exoneración y exonerado los Reclamos Exonerados que se describen a continuación. Si el Acuerdo no es homologado por la Corte o no se convierte en definitivo por alguna otra razón, la Acción continuará como si el Acuerdo nunca hubiera ocurrido y sin perjuicio de ninguna de las Partes.

1. “Partes Exoneradas” significa (i) East Bay Coyotes, Inc.; Jason Wolenik; Michael Topf; Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Dos Coyotes Concord, Inc.; Coltam, Inc.; Colmax, LLC; Trumax, LLC; y Robert Davidson, colectivamente (“Demandados”); (ii) cada una de las matrices directas e indirectas pasadas y presentes de los Demandados; (iii) las respectivas subsidiarias y afiliadas directas e indirectas, pasadas y presentes de cualquiera de las anteriores; (iv) los accionistas, directores, funcionarios, agentes, empleados, abogados, aseguradoras, reaseguradores, miembros, socios, gerentes, contratistas, agentes, consultores, representantes, administradores, fiduciarios, planes de beneficios, cesionarios, predecesores, sucesores y cesionarios de cualquiera de los anteriores pasados, presentes y futuros; y (v) cualquier persona o entidad que pudiera ser conjuntamente responsable con cualquiera de los anteriores.

2. Exoneración por parte de los Miembros Participantes de la Clase: Los Demandantes y los Miembros Participantes de la Clase exoneran todos los reclamos que puedan tener en virtud del Código Laboral de California, las Órdenes Salariales, las regulaciones, y/o cualquier otra disposición de la ley estatal y federal contra las Partes Exoneradas que se alegó en la Acción y que razonablemente podría haber sido alegada en la Acción sobre la base de las acusaciones afirmadas en la Acción y cualquier enmienda a la misma, incluyendo, entre otros, todos los reclamos por (1) trabajo fuera del horario, (2) salarios mínimos no pagos, (3) salarios regulares no pagos, (4) horas extra no pagadas, (5) doble tiempo no pago, (6) redondeo, (7) tasa de pago regular, (8) períodos de comida y primas del período de comida, (9) períodos de descanso y

primas del período de descanso, (10) talones de cheque, (11) pago oportuno de salarios, (12) reembolsos de gastos comerciales, (13) violación de la Ley de Competencia Desleal, (14) clasificación errónea de Gerentes de Cocina y cualquier otra violación del Código Laboral que se alegó en la Acción, o que podría haber sido alegada en la Acción sobre la base de los hechos alegados en la Acción, lo que incluye, pero no se limita a las supuestas violaciones de los artículos 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2802, del Código Laboral, el artículo 1021.5 del Código Civil de California y artículo 17200-17208 durante el Período de la Clase (26 de agosto del 2016 al 5 de junio del 2023) (en conjunto, los “Reclamos Exonerados de la Clase”).

3. “Partes Exoneradas en virtud de la PAGA” significa (i) Dos Coyotes Development Company, LLC; Dos Coyotes Sunrise, Inc.; Robert H. Davidson; dos Coyotes Concord, Inc.; East Bay Coyotes, Inc.; Jason Wolenik; y Michael Topf (“Demandados en virtud de la PAGA”); (ii) cada una de las matrices directas e indirectas, pasadas y presentes de los Demandados en virtud de la PAGA; (iii) las respectivas subsidiarias y afiliadas directas e indirectas pasadas y presentes de cualquiera de las anteriores; (iv) los accionistas, directores, funcionarios, agentes, empleados, abogados, aseguradoras, reaseguradores, miembros, socios, gerentes, contratistas, agentes, consultores, representantes, administradores, fiduciarios, planes de beneficios, cesionarios, predecesores, sucesores y cesionarios de cualquiera de los anteriores pasados, presentes y futuros; y (v) cualquier persona o entidad que pudiera ser conjuntamente responsable con cualquiera de los anteriores.

4. Exoneración por parte de los Empleados Agraviados en virtud de la PAGA: El Demandante Ruffo Pastor Díaz, los Empleados Agraviados y el Estado de California exoneran todos los reclamos por sanciones civiles que puedan tener conforme al Código Laboral de California, Órdenes Salariales, regulaciones, y/o cualquier otra disposición de la ley estatal y federal contra las Partes Exoneradas en virtud de la PAGA que se alegaron en la Acción y que razonablemente podrían haberse alegado en la Acción sobre la base de las acusaciones contenidas en la Carta de la LWDA y la Demanda Vigente en la Acción y cualquier enmienda a la misma, lo que incluye, entre otros, todos los reclamos por sanciones civiles conforme a la PAGA (Código Laboral § 2698 *et seq.*), relacionados con (1) trabajo fuera del horario, (2) salarios mínimos no pagos, (3) salarios regulares no pagos, (4) horas extra no pagas, (5) doble tiempo no pago, (6) redondeo, (7) tarifa de pago regular, (8) períodos de comida y primas por períodos de comida, (9) períodos de descanso y primas por períodos de descanso, (10) talones de cheque, (11) pago oportuno de salarios, (12) reembolsos de gastos comerciales, (13) violación de la Ley de Competencia Desleal, (14) clasificación errónea de Gerentes de Cocina y cualquier otra violación del Código Laboral que se alegó en la Acción, o que podría haber sido alegado en la Acción sobre la base de los hechos alegados en la Acción, que incluye, entre otros, supuestas violaciones de los artículos 200, 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2802 del Código Laboral durante el Período de la PAGA (del 7 de abril del 2019 al 5 de junio del 2023) (en conjunto, los “Reclamos Exonerados en virtud de la PAGA”).

V. ¿CUÁLES SON LOS PROCEDIMIENTOS DE PAGO?

Los Pagos Individuales de la Clase se pagarán con cheque después de que la Corte otorgue la homologación definitiva al Acuerdo. El Administrador del Acuerdo calculará su Pago Individual de la Clase en función de su cantidad de semanas de trabajo acreditadas y le enviará un cheque por correo. El Administrador del Acuerdo le enviará su cheque por correo. Si se muda o cambia su dirección postal, asegúrese de notificar al Administrador lo antes posible. Su cheque seguirá siendo válido y negociable durante 180 días calendario a partir de la fecha en que se envíe por correo. Si el cheque de Pago Individual de la Clase de un Miembro de la Clase no se cobra dentro de los 180 días posteriores a su envío por correo, o si se devuelve un sobre enviado por correo a un Miembro de la Clase y no se puede encontrar una dirección de envío, entonces dichos montos se transmitirán a la división de Propiedad No Reclamada del Estado de California.

VI. EXAMINACIÓN DE LOS ESCRITOS JUDICIALES Y LAS PREGUNTAS

Esta notificación resume el Acuerdo. Para obtener información más detallada, puede revisar la Solicitud de Homologación Preliminar del Acuerdo de Acción de Clase de los Demandantes, y todos los demás documentos y mociones relacionados con el acuerdo, visitando el sitio web del acuerdo administrado por el Administrador, www.simpluris.com/case-search o accediendo al expediente de la Corte, número de caso CIVMSC20-01670, a través del sistema de servicios en línea de la Corte, en <https://www.cc-courts.org/civil/online-case.aspx>. Es posible que se requiera una tarifa para revisar los materiales a través del sistema judicial en línea. Además, todos los documentos presentados en el Juicio, incluida la Solicitud de Homologación Preliminar del Acuerdo de Acción de Clase de los Demandantes y todos los documentos y mociones relacionados con el acuerdo se encuentran en los archivos del Secretario de la Corte, Números de Caso RG19043552 & RG20061535, que se encuentra en la Secretaría de la Corte Superior de Contra Costa, Wakefield Taylor Courthouse, 725 Court Street, Martinez, CA 94553, y está disponible para consultarse durante el horario de atención

regular (de lunes a viernes, de 8:30 a. m. a 4:00 p. m., excluyendo feriados). Sin embargo, visite el sitio web de la Corte en <https://www.cc-courts.org/default.aspx> para obtener la información más actualizada sobre el acceso en persona a la Corte.

Si tiene alguna pregunta, puede llamar al Administrador del Acuerdo al (855) 619-9576 o a los Abogados de la Clase en esta Acción:

Liberation Law Group, P.C.
Arlo Garcia Uriarte
2760 Mission Street
San Francisco, CA 94110
Tel: (415) 695-1000
arlo@liberationlawgroup.com

**POR FAVOR, NO LLAME NI INTENTE CONTACTAR A LA
CORTE O LA SECRETARÍA PARA PREGUNTAR SOBRE ESTE ACUERDO**

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE CONTRA COSTA

RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,

Plaintiffs,

v.

DOS COYOTES DEVELOPMENT
COMPANY, LLC; DOS COYOTES
SUNRISE, INC.; DOS COYOTES
CONCORD, INC.; EAST BAY COYOTES,
INC.; COLTAM, INC., COLMAX LLC;
TRUMAX, LLC; COYOTE SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK;
MICHAEL TOPF; and DOES 1 through 25,
inclusive,

Case No. CIVMSC20-01670

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO THE
HON. CHARLES TREAT

**EXHIBIT “3” DECLARATION OF
ARLO GARCIA URIARTE IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: August 29, 2024

Hearing Time: 9:00 a.m.

Dept.: 12

Action Filed: August 26, 2020

Table of Hours Worked

	Pre-Litigation Investigation	Complaints & Responsive Pleadings (including motion practice)	Case Management (including working with Settlement Admin and Class Members)	Discovery and Informal Information Exchange	Mediation (including prep) Negotiations and Agreements	Approval Motions	Total Hours
Arlo Uriarte	4.6	15.9	12.4	26.5	31.6	3.1	94.1
Ernesto Sanchez	10.9	38.1	17.3	31.9	0	0	98.2
Nick Aguilar	0	0	9.9	7.3	23.0	27.5	67.7
Luiseth Contreras	1.2	22.2	16.5	2.8	7.1	3.7	53.5
Kristoffer Solomon	0.00	0.00	0.00	21.3	0.00	0.00	21.3
TOTAL	16.7	76.2	56.1	89.8	61.7	34.3	334.8

	Rate	Total
Arlo Uriarte	\$ 800	\$75,280
Ernesto Sanchez	\$ 500	49,100
Nick Aguilar	\$ 350	\$23,695
Luiseth Contreras	\$ 280	\$14,980
Kristoffer Solomon	\$ 300	\$6,390
TOTAL		\$169,445.00

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE CONTRA COSTA

RUFFO PASTOR DIAZ, JAIME TORRES,
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v.

DOS COYOTES DEVELOPMENT
COMPANY, LLC; DOS COYOTES
SUNRISE, INC.; DOS COYOTES
CONCORD, INC.; EAST BAY COYOTES,
INC.; COLTAM, INC., COLMAX LLC;
TRUMAX, LLC; COYOTE SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK;
MICHAEL TOPF; and DOES 1 through 25,
inclusive,

Case No. CIVMSC20-01670

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO THE
HON. CHARLES TREAT

**EXHIBIT “4” DECLARATION OF
ARLO GARCIA URIARTE IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: August 29, 2024

Hearing Time: 9:00 a.m.

Dept.: 12

Action Filed: August 26, 2020

Liberation Law Group, PC

2760 Mission Street
San Francisco, CA 94110
Office: 415.695.1000
Fax: 415.695.1006
<http://www.liberationlawgroup.com>

Bill to:

Ruffo Pastor Diaz
511 Smalley Avenue
Hayward, CA 94541

(916) 475-2170

Pastor, et al. v. East Bay Coyotes, Inc (MSC20-01670) [AGU - NAA - JSR]] 1504

INVOICE

To August 05, 2024

Invoice Date

Invoice Number

Due Date

Account Summary	
Previous Balance	\$0.00
Payments Received	\$0.00
Outstanding Balance	\$0.00
Current Invoice	\$15,590.28
Total Due	\$15,590.28

Fee Detail

Date	Description	Hours	Rate	Total
No hourly fees have been charged for this invoice.				
		Hours Total	0.00	Fee Total
				\$0.00

Expense Detail

Date	Description	Quantity	Rate	Total
1/23/2020	Scanning	57	\$0.15	\$8.55
4/7/2020	Cert Mail Cost for PAGA Letter to two destinations. Postage	1	\$14.20	\$14.20
4/9/2020	PAGA Filing Fee Filing Fee	1	\$75.00	\$75.00
7/17/2020	Complex Complaint Filing Fee Filing Fee	1	\$1,435.00	\$1,435.00
7/20/2020	Copies Copying	40	\$0.15	\$6.00
7/20/2020	Postage re: Complaint Stamps.Com Postage	1	\$2.40	\$2.40
7/20/2020	Scans Scanning	40	\$0.15	\$6.00
12/1/2020	Westlaw - Nov 2020 Date of Charge: 11/10/2020 E124 - Other	1	\$6.19	\$6.19
2/1/2021	Westlaw - Jan 2020 Date of Charge: 01/21/2021 - 01/23/2021 & 01/27/2021 E124 - Other	1	\$36.11	\$36.11
2/1/2021	Westlaw - Jan 2020 Date of Charge: 01/21/2021 E124 - Other	1	\$2.79	\$2.79
2/27/2021	PC Station Time and Printing E102 - Outside printing	1	\$40.92	\$40.92
3/23/2021	CourtCall E124 - Other	1	\$94.00	\$94.00
5/6/2021	PAGA Filing Fee Filing Fee	1	\$75.00	\$75.00

Date	Description	Quantity	Rate	Total
6/24/2021	Courtcall E124 - Other	1	\$94.00	\$94.00
6/25/2021	File & Serve Xpress Invoice#202106690356101 dated 7/1 Filing paid through AMEX 7/12 Filing Fee	1	\$32.00	\$32.00
8/30/2021	Westlaw August 2021 User Name: SANCHEZ, ERNESTO E106 - Online research	1	\$9.03	\$9.03
8/31/2021	Westlaw August 2021 User Name: SANCHEZ, ERNESTO E106 - Online research	1	\$22.41	\$22.41
9/3/2021	File & Serve Xpress filing fee paid through AMEX 10/13 Filing Fee	1	\$84.00	\$84.00
9/8/2021	One Legal Fee Credit Sale#03524424 Joint Stipulation and [Proposed] Order to Continue Demurrer and Motion to Strike Hearing to September 30, 2021, at 9:00 AM Paid through AMEX 9/8 E124 - Other	1	\$109.38	\$109.38
9/16/2021	Westlaw Sept 2021 E106 - Online research	1	\$46.33	\$46.33
9/23/2021	CourtCall#11347787 paid through AMEX 9/23 Miscellaneous	1	\$94.00	\$94.00
9/29/2021	Court Call ID#11346802 paid through AMEX 9/29 Miscellaneous	1	\$94.00	\$94.00
9/30/2021	Westlaw Sept 2021 E106 - Online research	1	\$21.16	\$21.16
10/4/2021	Mailed copies of Notice of Entry of Judgment or Order Copying	22	\$0.15	\$3.30
10/4/2021	Mailed copies of Notice of Entry of Judgment or Order Postage	2	\$1.56	\$3.12
10/4/2021	Westlaw Oct 2021 E106 - Online research	1	\$0.90	\$0.90

Date	Description	Quantity	Rate	Total
10/14/2021	File & Serve Xpress Invoice#202110690356101 dated 11/1 Filing Filing Fee	1	\$15.00	\$15.00
10/25/2021	Court Call ID#11365190 paid through AMEX 10/25 Miscellaneous	1	\$94.00	\$94.00
2/3/2022	Court Call ID#11445359 dated 2/3 Case Management Conference paid through Amex E124 - Other	1	\$94.00	\$94.00
5/5/2022	File Serve Xpress Invoice#202205690356101 dated 6/2 filing fee paid through Amex Filing Fee	1	\$16.00	\$16.00
6/15/2022	FedEx reimbursement of ESE E124 - Other	1	\$71.39	\$71.39
6/30/2022	Westlaw June 2022 E106 - Online research	1	\$13.40	\$13.40
7/15/2022	Scanning	18	\$0.15	\$2.70
8/8/2022	Scanning	2	\$0.15	\$0.30
9/1/2022	File ServeXpress Invoice#202208690356101 dated 9/1 Filing Fee	1	\$13.00	\$13.00
10/21/2022	Scanning	1	\$0.15	\$0.15
3/16/2023	Serratore Law, PC Invoice Plaintiff's cost 1/2 mediation paid through ACH Mediation Fees E121 - Arbitrators/mediators	0	\$0.00	\$12,500.00
12/29/2023	One Legal Fee Credit Sale#05611934 dated 12/29 Motion Filed To/ For,Declaration Filed Re: E112 - Courtfees	1	\$77.21	\$77.21
1/1/2024	Lexis Charges Dec 2023 E106 - Online research	1	\$14.76	\$14.76
1/5/2024	One Legal Fee Credit Sale#05625586 dated 1/5/24 Motion Filed To/ For,Declaration Filed Re E112 - Courtfees	1	\$78.96	\$78.96

Date	Description	Quantity	Rate	Total
1/5/2024	One Legal Fee Credit Sale#05625588 dated 1/5/24 Proof of Electronic Service E112 - Courtfees	1	\$17.04	\$17.04
1/5/2024	One Legal Fee Credit Sale#05625588 dated 1/5/24 Proof of Electronic Service Courtfees E112 - Courtfees	0	\$0.00	\$17.04
3/21/2024	One Legal Fee Credit Sale#05846700 dated 3/21 Declaration E112 - Courtfees	1	\$19.10	\$19.10
3/22/2024	One Legal Fee Credit Sale#05849096 dated 3/22 Declaration E112 - Courtfees	1	\$51.48	\$51.48
8/5/2024	Motion Final Approval- declaration, cortesy copies E112 - Courtfees	1	\$78.96	\$78.96

Expenses Total **\$15,590.28**

Fees	\$0.00
Expense	\$15,590.28
Current Due	\$15,590.28
Outstanding Balance	\$0.00
Total Due	\$15,590.28

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE CONTRA COSTA

RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,

Plaintiffs,

v.

DOS COYOTES DEVELOPMENT
COMPANY, LLC; DOS COYOTES
SUNRISE, INC.; DOS COYOTES
CONCORD, INC.; EAST BAY COYOTES,
INC.; COLTAM, INC., COLMAX LLC;
TRUMAX, LLC; COYOTE SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK;
MICHAEL TOPF; and DOES 1 through 25,
inclusive,

Case No. CIVMSC20-01670

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO THE
HON. CHARLES TREAT

**EXHIBIT “5” DECLARATION OF
ARLO GARCIA URIARTE IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: August 29, 2024

Hearing Time: 9:00 a.m.

Dept.: 12

Action Filed: August 26, 2020

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Attorney for Plaintiffs
RUFFO PASTOR DIAZ, JAIME TORRES, and EDGAR GOMEZ

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF CONTRA COSTA**

RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,

Plaintiffs,

vs,

DOS COYOTES DEVELOPMENT
COMPANY, LLC.; DOS COYOTES
SUNRISE, INC.; DOS COYOTES, INC.;
COLTMAN, INC.; COLMAX LLC;
TRUMAX, LLC; COYOTES SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK; MICHAEL
TOPF; and DOES 1 through 25, inclusive.

Defendants.

Case No.: CIVMSC20-01670

CLASS ACTION- COMPLEX

**PLAINTIFF RUFFO PASTOR DIAZ'S
DECLARATION IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: August 26, 2020

1 I, Ruffo Pastor Diaz, am aware of the issues mentioned herein, and if called upon as a
2 witness, I would competently testify as follows:

3 1. I submit this statement to support my class representative incentive payment
4 request. In total, I have spent over 30 hours supporting the prosecution of this lawsuit against
5 Defendants and the efforts that led to the instant settlement.

6 2. Prior to litigation, I participated in multiple interviews with my legal team at
7 Liberation Law Group, P.C. (hereinafter “LLG”), which is led by Arlo Uriarte. During these
8 interviews, I provided detailed descriptions of my daily work experiences, employment
9 conditions, and the wage and hour challenges that I faced, which were shared by my co-workers.
10 I explained how I was paid a salary but required to work overtime hours, and I did not think this
11 was right. I also detailed Defendants’ failure to provide me meal periods and rest periods among
12 other more minor issues.

13 3. After discussions with Mr. Uriarte, he suggested filing a class action and
14 representative action lawsuit with the overall goal of seeking justice for as many employees as
15 possible. I agreed to participate as a representative plaintiff, along with my co-plaintiffs Jaime
16 Torres and Edgar Gomez. Before our complaint was filed, I was asked to contact former co-
17 workers, so that LLG could speak with them about my allegations. I was also asked to search for
18 and send any employment documents I had to my legal team. I estimate that the initial interviews
19 and pre-litigation efforts took about ten hours of my time.

20 4. Next, LLG worked on the complaint. I received additional phone calls from my
21 legal team to confirm things and to discuss our strategy. I was asked to review some initial
22 documents sent by Defendants. Defendants challenged our complaint, so I spoke to my legal team
23 about that several times.

24 5. Later on, I helped my attorneys and their assistants with discovery. As I understood
25 it, we had an opportunity to ask targeted questions and request documents from Defendants, and
26 Defendants had the same opportunity. I met with my legal team to help determine the best
27 questions to ask and the right documents to request. I also met with my legal team twice about
28 the answers I would provide to Defendants’ questions and about fulfilling their document
requests. I estimate that my efforts here took approximately eight hours.

6. In or around October 2022, my legal team began to discuss the possibility of a mediation for this case. I was told this could lead to a favorable resolution without having to go to trial. I was supportive of the settlement efforts. I was asked to try and contact additional co-workers, so that they could potentially provide declarations. I also participated in two strategy sessions with my legal team where we discussed our approach to mediation and the settlement goals we had. Eventually, I attended the virtual mediation and was present so the mediator could ask me questions and I could participate in the settlement negotiations. I estimate that the aforementioned took about sixteen hours of my time.

7. In total, I dedicated about thirty-five hours of my time to this case, contributing significantly to its pre-litigation preparation, discovery, and settlement. I believe the settlement is a fair compromise that adequately benefits my co-workers. My participation as a class representative has been both demanding and fulfilling, and I am confident that our efforts will lead to a just resolution for all affected employees.

I declare under penalty of perjury that the above is true and correct. Executed on August 6, 2024, in the city of Hayward, CA.

/S/
RUFFO PASTOR DIAZ

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Attorney for Plaintiffs
RUFFO PASTOR DIAZ, JAIME TORRES, and EDGAR GOMEZ

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF CONTRA COSTA**

RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,

Plaintiffs,

vs,

DOS COYOTES DEVELOPMENT
COMPANY, LLC.; DOS COYOTES
SUNRISE, INC.; DOS COYOTES, INC.;
COLTMAN, INC.; COLMAX LLC;
TRUMAX, LLC; COYOTES SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK; MICHAEL
TOPF; and DOES 1 through 25, inclusive.

Defendants.

Case No.: CIVMSC20-01670

CLASS ACTION- COMPLEX

**PLAINTIFF RUFFO PASTOR DIAZ'S
DECLARATION IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: August 26, 2020

1 I, Ruffo Pastor Diaz, tengo conocimiento de los asuntos aquí mencionados y si se me
2 llamara como testigo, declararía de la siguiente manera:

3 1. Presento esta declaración para apoyar mi solicitud de pago de incentivo como
4 representante de la clase. En total, he dedicado más de 30 horas a apoyar la acusación en esta
5 demanda contra los Demandados y los esfuerzos que llevaron al acuerdo actual.

6 2. Antes del litigio, participé en múltiples entrevistas con mi equipo legal en
7 Liberation Law Group, P.C. (en adelante, "LLG"), dirigido por Arlo Uriarte. Durante estas
8 entrevistas, proporcioné descripciones detalladas de mis experiencias laborales diarias, las
9 condiciones de empleo y los problemas de salario y horas que enfrenté, que compartían mis
10 compañeros de trabajo. Expliqué cómo me pagaban un salario pero me requerían trabajar horas
11 extras, y no creía que esto fuera correcto. También detallé la falta de los Demandados en
12 proporcionarme períodos de comida y descansos, entre otros problemas menores.

13 3. Después de las discusiones con el Sr. Uriarte, él sugirió presentar una demanda de
14 acción de clase y acción representativa con el objetivo general de buscar justicia para la mayor
15 cantidad posible de empleados. Acepté participar como demandante representativo, junto con mis
16 co-demandantes Jaime Torres y Edgar Gómez. Antes de que se presentara nuestra demanda, se
17 me pidió que contactara a antiguos compañeros de trabajo para que LLG pudiera hablar con ellos
18 sobre mis alegaciones. También se me pidió que buscara y enviara cualquier documento de
19 empleo que tuviera a mi equipo legal. Estimo que las entrevistas iniciales y los esfuerzos previos
20 al litigio me llevaron unas diez horas de mi tiempo.

21 4. A continuación, LLG trabajó en la demanda. Recibí llamadas adicionales de mi
22 equipo legal para confirmar cosas y discutir nuestra estrategia. Se me pidió que revisara algunos
23 documentos iniciales enviados por los Demandados. Los Demandados desafiaron nuestra
24 demanda, por lo que hablé con mi equipo legal sobre eso varias veces.

25 5. Más adelante, ayudé a mis abogados y sus asistentes con el descubrimiento. Según
26 entendí, teníamos la oportunidad de hacer preguntas específicas y solicitar documentos a los
27 Demandados, y los Demandados tenían la misma oportunidad. Me reuní con mi equipo legal para
28 ayudar a determinar las mejores preguntas que hacer y los documentos correctos a solicitar.
También me reuní con mi equipo legal dos veces para hablar sobre las respuestas que daría a las

preguntas de los Demandados y sobre el cumplimiento de sus solicitudes de documentos. Estimo que mis esfuerzos en este aspecto tomaron aproximadamente ocho horas.

6. Aproximadamente en octubre de 2022, mi equipo legal comenzó a discutir la posibilidad de una mediación para este caso. Me dijeron que esto podría llevar a una resolución favorable sin tener que ir a juicio. Apoyé los esfuerzos de acuerdo. Se me pidió que intentara contactar a más compañeros de trabajo para que pudieran proporcionar declaraciones potencialmente. También participé en dos sesiones de estrategia con mi equipo legal donde discutimos nuestro enfoque para la mediación y los objetivos de acuerdo que teníamos. Finalmente, asistí a la mediación virtual y estuve presente para que el mediador pudiera hacerme preguntas y para participar en las negociaciones del acuerdo. Estimo que lo mencionado anteriormente tomó unas dieciséis horas de mi tiempo.

7. En total, dediqué unas treinta y cinco horas de mi tiempo a este caso, contribuyendo significativamente a su preparación previa al litigio, descubrimiento y acuerdo. Creo que el acuerdo es un compromiso justo que beneficia adecuadamente a mis compañeros de trabajo. Mi participación como representante de la clase ha sido tanto exigente como gratificante, y estoy seguro de que nuestros esfuerzos llevarán a una resolución justa para todos los empleados afectados.

Declaro bajo penalidad de perjurio que lo antes mencionado es cierto y correcto.
Ejecutado en el día Aug 6, 2024, en la ciudad de Hayward, California.

Ruffo Pastor Diaz

RUFFO PASTOR DIAZ

Document ID: KRRZR6Y2

signrequest@liberationlawgroup.com

Document name:

Declaration RUFFO PASTOR DIAZ SPA 8.5.24.pdf

SHA256 security hash:

c7a695666397bb873db76e095774c805b7f60c50dbaca12eea924a1be160fec4

Sent on:

Aug. 6, 2024, 2:23 a.m. (UTC)

From:

SignRequest <no-reply@signrequest.com> on behalf of
(signrequest@liberationlawgroup.com)

To:

ruffoymaria@yahoo.com

Subject:

signrequest@liberationlawgroup.com has sent you a
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Message:

Please sign this document.

Kind regards,

signrequest@liberationlawgroup.com

IP address:

185.205.247.83

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36
(KHTML, like Gecko) Chrome/127.0.0.0 Safari/537.36

signrequest@liberationlawgroup.com

Email address verification:

Verified by SignRequest

ruffoymaria@yahoo.com

Email address verification:

Verified by SignRequest

Text added, page 3:

Hayward

Text added, page 3:

Aug 6, 2024

Signature added, page 3:

Ruffo Pastor Diaz

IP address:

73.170.27.254

User agent:

Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML,
like Gecko) Chrome/127.0.0.0 Mobile Safari/537.36

Document signed:

Aug. 6, 2024, 4:09 p.m. (UTC)

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Attorney for Plaintiffs
RUFFO PASTOR DIAZ, JAIME TORRES, and EDGAR GOMEZ

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF CONTRA COSTA**

RUFFO PASTOR DIAZ, JAIME TORRES;
and EDGAR GOMEZ,

Plaintiffs,

vs,

DOS COYOTES DEVELOPMENT
COMPANY, LLC.; DOS COYOTES
SUNRISE, INC.; DOS COYOTES, INC.;
COLTMAN, INC.; COLMAX LLC;
TRUMAX, LLC; COYOTES SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK; MICHAEL
TOPF; and DOES 1 through 25, inclusive.

Defendants.

Case No.: CIVMSC20-01670

CLASS ACTION- COMPLEX

**PLAINTIFF EDGAR GOMEZ'
DECLARATION IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: August 26, 2020

1 I, Edgar Gomez, representative plaintiff for this putative class action and representative
2 action under PAGA, am aware of the issues mentioned herein, and if called upon as a witness, I
3 would competently testify as follows:

4 1. I submit this statement in support of my incentive payment request to compensate
5 my efforts as a class representative. I have dedicated over 35 hours of my time to this case, and I
6 am glad to lend such efforts because they helped achieve the instant settlement.

7 2. Prior to the start of litigation, I spent approximately 5 hours with my legal team
8 being interviewed and developing a plan of action. I explained what it was like to work at
9 Defendants' restaurants. I also detailed the wage and hour problems I experienced and observed.
10 Mainly, these problems had to do with not receiving payment for all of my work and not getting
11 the breaks I deserved. I told my legal team that the issues I experienced were commonly suffered
12 by my co-workers as well per my observations.

13 3. The above mentioned discussions prompted my lead attorney, Arlo Uriarte of
14 Liberation Law Group, P.C. ("LLG"), to recommend filing a class action lawsuit, so that we could
15 potentially recover money not just for me and my co-plaintiffs but for all employees who may
16 have suffered. I thought this was a very good idea, and I agreed to serve as a class representative.
17 My legal team asked me to locate and share all of the employment-related documents in my
18 possession, and I was asked to contact former co-workers to see if they would be willing to speak
19 with my legal team. I did as I was asked. This part of the process, including additional meetings
20 and locating documents/co-workers, took me about 7 hours.

21 4. Later, I was asked to participate in the discovery process. I collaborated with my
22 legal team and helped them respond to several interrogatories/document requests. I met with my
23 team three separate times regarding the answers and documentation requested by Defendants. I
24 also participated in discussions about interrogatories directed at Defendants and additional
25 document requests. Furthermore, I helped verify the accuracy of documents and responses
26 received from Defendants. I estimate these efforts took me around 12 hours.

27 5. Around October 2022, my legal team and I started discussing the possibility of
28 mediation for this case. They explained that this could lead to a favorable resolution without going
to trial, and I fully supported the settlement efforts. I took on the task to reach out to additional

1 co-workers in hopes that we could secure helpful declarations. Additionally, I participated in two
2 strategy sessions with my legal team where we discussed our approach to mediation and our
3 settlement goals. Eventually, I attended a virtual mediation where the mediator asked me
4 questions, and I participated in the settlement negotiations. In total, this took about 16 hours of
5 my time.

6 6. I am proud that we have achieved a good settlement for employees who had
7 problems with Defendants like me. I hope they receive as much money as possible to help their
8 daily lives. I believe my incentive payment request is fair, all things considered, and should be
9 approved.

10
11 I declare under penalty of perjury that the above is true and correct. Executed on
12 August 6, 2024 , in the city of Walnut Creek , CA.

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14 /s/
15 Edgar Gomez
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Attorney for Plaintiffs
RUFFO PASTOR DIAZ, JAIME TORRES, and EDGAR GOMEZ

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF CONTRA COSTA**

RUFFO PASTOR DIAZ, JAIME TORRES,
and EDGAR GOMEZ,

Plaintiffs,

vs,

DOS COYOTES DEVELOPMENT
COMPANY, LLC.; DOS COYOTES
SUNRISE, INC.; DOS COYOTES, INC.;
COLTMAN, INC.; COLMAX LLC;
TRUMAX, LLC; COYOTES SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK; MICHAEL
TOPF; and DOES 1 through 25, inclusive.

Defendants.

Case No.: CIVMSC20-01670

CLASS ACTION- COMPLEX

**PLAINTIFF EDGAR GOMEZ'
DECLARATION IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: August 26, 2020

Yo, Edgar Gomez, tengo conocimiento de los asuntos aquí mencionados y si se me llamara como testigo, declararía de la siguiente manera:

1. Presento esta declaración en apoyo de mi solicitud de pago de incentivo para compensar mis esfuerzos como representante de la clase. He dedicado más de 35 horas de mi tiempo a este caso, y me alegra haber hecho estos esfuerzos porque ayudaron a lograr el acuerdo actual.

2. Antes del inicio del litigio, pasé aproximadamente 5 horas con mi equipo legal siendo entrevistado y desarrollando un plan de acción. Explicué cómo era trabajar en los restaurantes de los Demandados. También detallé los problemas de salario y horario que experimenté y observé. Principalmente, estos problemas tenían que ver con no recibir pago por todo mi trabajo y no tener los descansos que me correspondían. Le dije a mi equipo legal que los problemas que experimenté eran sufridos comúnmente por mis compañeros de trabajo según mis observaciones.

3. Las discusiones mencionadas anteriormente llevaron a mi abogado principal, Arlo Uriarte de Liberation Law Group, P.C. ("LLG"), a recomendar la presentación de una demanda de acción de clase, para que pudiéramos recuperar dinero no solo para mí y mis co-demandantes, sino para todos los empleados que pudieran haber sufrido. Pensé que era una muy buena idea y acepté servir como representante de la clase. Mi equipo legal me pidió que localizara y compartiera todos los documentos relacionados con el empleo en mi posesión, y me pidieron que contactara a antiguos compañeros de trabajo para ver si estarían dispuestos a hablar con mi equipo legal. Hice lo que se me pidió. Esta parte del proceso, incluidas reuniones adicionales y la localización de documentos y compañeros de trabajo, me llevó unas 7 horas.

4. Más tarde, me que participara en el proceso de descubrimiento. Colaboré con mi equipo legal y les ayudé a responder a varios interrogatorios y solicitudes de documentos. Me reuní con mi equipo en tres ocasiones distintas para discutir las respuestas y la documentación solicitada por los Demandados. También participé en discusiones sobre los interrogatorios dirigidos a los Demandados y solicitudes adicionales de documentos. Además, ayudé a verificar la exactitud de los documentos y respuestas recibidos de los Demandados. Estimo que estos esfuerzos me llevaron alrededor de 12 horas.

5. Alrededor de octubre de 2022, mi equipo legal y yo comenzamos a discutir la posibilidad de una mediación para este caso. Me explicaron que esto podría llevar a una resolución favorable sin ir a juicio, y apoyé plenamente los esfuerzos de acuerdo. Asumí la tarea de contactar a más compañeros de trabajo con la esperanza de que pudiéramos asegurar declaraciones útiles. Además, participé en dos sesiones de estrategia con mi equipo legal, donde discutimos nuestro enfoque para la mediación y nuestros objetivos de acuerdo. Finalmente, asistí a una mediación virtual donde el mediador me hizo preguntas y participé en las negociaciones del acuerdo. En total, esto me llevó alrededor de 16 horas de mi tiempo.

6. Estoy orgulloso de que hayamos logrado un buen acuerdo para los empleados que tuvieron problemas con los Demandados como yo. Espero que reciban la mayor cantidad de dinero posible para ayudar en su vida diaria. Creo que mi solicitud de pago de incentivo es justa, considerando todo, y debería ser aprobada.

Declaro bajo penalidad de perjurio que lo antes mencionado es cierto y correcto.
Ejecutado en el día Aug 6, 2024, en la ciudad de Walnut Creek, California.

Edgar Gómez

Edgar Gomez

Document ID: R44VLR2X

signrequest@liberationlawgroup.com

Document name:

Declaration Edgar Gomez SPA 8.5.24.pdf

SHA256 security hash:

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Attorney for Plaintiffs
RUFFO PASTOR DIAZ, JAIME TORRES, and EDGAR GOMEZ

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF CONTRA COSTA**

RUFFO PASTOR DIAZ, JAIME TORRES;
and EDGAR GOMEZ,

Plaintiffs,

vs,

DOS COYOTES DEVELOPMENT
COMPANY, LLC.; DOS COYOTES
SUNRISE, INC.; DOS COYOTES, INC.;
COLTMAN, INC.; COLMAX LLC;
TRUMAX, LLC; COYOTES SUNSHINE,
LLC; COYOTE R15, INC.; ROBERT H.
DAVIDSON; JASON WOLENIK; MICHAEL
TOPF; and DOES 1 through 25, inclusive.

Defendants.

Case No.: CIVMSC20-01670

CLASS ACTION- COMPLEX

**PLAINTIFF JAIME TORRES'
DECLARATION IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: August 26, 2020

1 I, Jaime Torres, representative plaintiff for this putative class action and representative
2 action under PAGA, am aware of the issues mentioned herein, and if called upon as a witness, I
3 would competently testify as follows:

4 1. I am providing this declaration to receive an enhancement payment as one of the
5 class representatives for this action. I believe my request is fair and should be awarded because I
6 have dedicated about 30 hours to this lawsuit, and we have achieved a favorable settlement.

7 2. I initially sought legal representation with my co-plaintiffs because I experienced
8 several wage and hour problems while in Defendants' employ. I do not believe I was accurately
9 paid or provided proper meal/rest periods.

10 3. I met with members of Liberation Law Group, P.C. ("LLG"), Arlo Uriarte in
11 particular, about my potential case. This consisted of multiple intake interviews where I described
12 how things worked at Defendants' restaurants, my duties and responsibilities, and my potential
13 claims. Mr. Uriarte recommended filing a class action/representative action lawsuit because I told
14 him the problems I suffered were not unique to me but also experienced by my co-workers. I
15 agreed to this approach. He asked me and my co-plaintiffs to locate potential witnesses and to
16 preserve and produce all of our employment related documents. All of the above took about 10
17 hours of my time.

18 4. Later, my legal team drafted a complaint which I reviewed before it was filed.
19 After what felt like a long time, we moved on to discovery. I helped with discovery as much as I
20 could by answering questions that Defendants raised. I also helped my legal team review many
21 documents and arrive at questions and document requests of our own. This was a tedious process
22 that took 6 hours of my time.

23 5. Eventually, in October of 2022, we began to discuss mediation. I was unfamiliar
24 with the process, but my legal team explained that it was an opportunity to settle the case and not
25 risk losing it at trial. I thought it could be a good idea if the settlement was sufficient. I was asked
26 to locate co-workers who may be interested in providing declarations to support our mediation
27 efforts. I also participated in strategy session meetings with my legal team about how we would
28 present our case at mediation, how much money we should go after, and what the process would
be like. Mediation, including the detailed preparation, took about 16 hours of my time.

6. In total, I have spent over 30 hours actively working on this case, contributing significantly to the preparation, discovery, and settlement phases. I believe the settlement we attained is fair and will allow my former co-workers to receive a significant amount of money depending on how much work they did. I am proud to have achieved a success on their behalf.

I declare under penalty of perjury that the above is true and correct. Executed on August 6, 2024, in the city of Sacramento, CA.

/s/
JAIME TORRES

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Attorney for Plaintiffs
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FOR THE CITY AND COUNTY OF CONTRA COSTA**

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Plaintiffs,

vs,

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COMPANY, LLC.; DOS COYOTES
SUNRISE, INC.; DOS COYOTES, INC.;
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TRUMAX, LLC; COYOTES SUNSHINE,
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CLASS ACTION- COMPLEX

**PLAINTIFF JAIME TORRES'
DECLARATION IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: August 26, 2020

Yo, Jaime Torres, tengo conocimiento de los asuntos aquí mencionados y si se me llamara como testigo, declararía de la siguiente manera:

1. Estoy presentando esta declaración para solicitar un pago adicional como uno de los representantes de la clase en este caso. Creo que esta solicitud está justificada porque he dedicado aproximadamente 30 horas a esta demanda, y hemos logrado un acuerdo favorable.

2. Inicialmente busqué representación legal junto con mis co-demandantes porque experimenté varios problemas relacionados con salarios y horas mientras trabajaba para los Demandados. Sentía que no se me compensaba adecuadamente ni se me daban los períodos de comida/descanso correspondientes.

3. Me reuní con miembros del Liberation Law Group, P.C. ("LLG"), específicamente con Arlo Uriarte, para discutir mi posible caso. Esto involucró varias entrevistas de admisión donde detallé cómo operaban los restaurantes de los Demandados, mis deberes y responsabilidades, y mis posibles reclamos. El Sr. Uriarte recomendó iniciar una demanda de acción de clase/representativa, ya que le informé que los problemas que enfrenté no eran únicos para mí, sino que también los experimentaban mis compañeros de trabajo. Estuve de acuerdo con este enfoque. Me pidió que, junto con mis co-demandantes, encontrara posibles testigos y que preserváramos y proporcionáramos todos nuestros documentos relacionados con el empleo. Todo esto tomó alrededor de 10 horas de mi tiempo.

4. Posteriormente, mi equipo legal redactó una demanda que revisé antes de que fuera presentada. Después de lo que pareció ser mucho tiempo, pasamos a la etapa de descubrimiento. Ayudé con el descubrimiento tanto como pude respondiendo a las preguntas que plantearon los Demandados. También ayudé a mi equipo legal a revisar muchos documentos y a formular nuestras propias preguntas y solicitudes de documentos. Este fue un proceso tedioso que tomó 6 horas de mi tiempo.

5. Eventualmente, en octubre de 2022, comenzamos a discutir la mediación. No estaba familiarizado con el proceso, pero mi equipo legal me explicó que era una oportunidad para resolver el caso y evitar el riesgo de perderlo en un juicio. Pensé que podría ser una buena idea si el acuerdo era suficiente. Me pidieron que localizara a compañeros de trabajo que pudieran estar interesados en proporcionar declaraciones para apoyar nuestros esfuerzos de mediación.

También participé en reuniones de estrategia con mi equipo legal sobre cómo presentaríamos nuestro caso en la mediación, cuánto dinero deberíamos solicitar y cómo sería el proceso. La mediación, incluida la preparación detallada, tomó alrededor de 16 horas de mi tiempo.

6. En total, he dedicado más de 30 horas trabajando activamente en este caso, contribuyendo significativamente a las fases de preparación, descubrimiento y acuerdo. Creo que el acuerdo que logramos es justo y permitirá que mis ex compañeros de trabajo reciban una cantidad significativa de dinero dependiendo de cuánto trabajaron. Estoy orgulloso de haber conseguido este éxito en su nombre.

Declaro bajo penalidad de perjurio que lo antes mencionado es cierto y correcto.
Ejecutado en el día Aug 6, 2024, en la ciudad de Sacramento, California

Jaime Torres Martinez

JAIME TORRES

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