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Attorneys for Defendants
SDH SERVICES WEST, LLC AND SODEXO, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

MARIA AYALA, individually, and on behalf of
other members of the public similarly situated,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; ROSA HANDS, individually, and
on behalf of other members of the public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

SDH SERVICES WEST, LLC, a Delaware
limited liability company; SODEXO, INC., a
Delaware corporation; and DOES 1 through 25,
inclusive.

Defendants.

Case No. BCV-21-101933

**DECLARATION OF KIMBERLY
SHACKLEFORD IN SUPPORT OF
PLAINTIFFS' RENEWED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO
JUDGE THOMAS S. CLARK, DEPT. 17

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DECLARATION OF KIMBERLY SHACKLEFORD

1. KIMBERLY SHACKLEFORD, declare and state as follows:

1. I am employed as a Senior Paralegal by Sodexo Operations, LLC. I have served in this capacity since February 13, 2006. In my role as Senior Paralegal, I have knowledge of SDH Services West, LLC's ("SDH") general operations because SDH and Sodexo Operations, LLC are both wholly owned subsidiaries under the Sodexo, Inc. umbrella, and have access through the ordinary course of business to the information contained in this declaration. Except where otherwise indicated, all of the information contained herein is based upon my personal knowledge, or through a review of records to which I have access and which are kept in SDH's ordinary course of business, and if called and sworn as a witness, I could and would competently testify thereto.

2. SDH is a wholly owned subsidiary of Sodexo, Inc.

3. I understand that the class in the Plaintiffs' operative complaint is defined as: "All employees who worked for Defendants in the State of California at Long Beach Memorial Medical Center and whose employment ended on or around June 30, 2021". I also understand that the class in the Stipulation of Class Action Settlement is defined as: "All individuals who worked for Defendant SDH Services West, LLC at Long Beach Memorial Medical Center as a non-exempt, hourly-paid employee at any time during the period from August 20, 2017 through June 30, 2021, and who were terminated on June 30, 2021" ("Class").

4. Sodexo, Inc. never employed any individuals who performed work at Long Beach Memorial Medical Center. Furthermore, SDH is the only subsidiary of Sodexo, Inc. that employed individuals who performed work at Long Beach Memorial Medical Center. Given these facts, the Class would not increase in size if it was defined as "All individuals who worked for Defendant SDH Services West, LLC or *Sodexo, Inc.*, at Long Beach Memorial Medical Center as a non-exempt, hourly-paid employee at any time during the period from August 20, 2017 through June 30, 2021, and who were terminated on June 30, 2021." As such, the fact that the Class only includes individuals who worked for SDH (but not Sodexo, Inc.) does not pose an issue.

5. I am aware of the settlement that was reached in the matter entitled *Francisco Nodal v. Sodexo*,

1 Inc., et al., Los Angeles Superior Court Case No. 20STCV40601. The named defendants in the *Nodal*
2 action were SDH and Sodexo, Inc., among others.

3 6. In the *Nodal* settlement, the settlement group members were defined as “Plaintiff and all other
4 non-exempt hourly-paid employees subject to California wage-and-hour laws who are or were
5 employed by Sodexo or any Sodexo subsidiary or affiliate in California from July 28, 2019 through
6 September 30, 2021, other than those whose pay periods during the PAGA Covered Period are entirely
7 covered by the *Gross v. Sodexo Settlement*” and the PAGA claim was based on the following alleged
8 Labor Code violations: Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 432, 510, 512,
9 558.1, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198.5, 2802, and 2810.5, as well as California Business
10 and Professions Code section 17200, et seq., and all applicable IWC Wage Orders. For clarity,
11 “Sodexo” as defined in the *Nodal* settlement includes both Sodexo, Inc. and SDH (even though
12 Sodexo, Inc. has no employees).

13 7. The settlement and release of the PAGA claim in the *Nodal* settlement covered the period from
14 July 28, 2019 to September 30, 2021.

15 8. I am aware of the settlement that was reached in the matter entitled *Geoffrey Gross, et al., v.*
16 *Sodexo, Inc., et al.*, Kern County Superior Court Case No. BCV-18-101746. The named defendants in
17 the *Gross* action were SDH and Sodexo, Inc., among others.

18 9. In the *Gross* settlement, the settlement group members were defined as “Plaintiffs and all other
19 non-exempt, hourly food-service workers subject to California wage-and-hour laws who are or were
20 employed by Sodexo in California from May 11, 2017, through the date on which the Superior Court
21 grants approval of the Settlement” and the released claims were based on the following alleged Labor
22 Code violations: Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 558,
23 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802, as well as California Business and Professions
24 Code section 17200, et seq., and all applicable IWC Wage Orders. For clarity, “Sodexo” as defined in
25 the *Gross* settlement includes both Sodexo, Inc. and SDH (even though Sodexo, Inc. has no
26 employees).

27 10. The settlement and release of the PAGA claim in *Gross* settlement covered the period from
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1 May 11, 2017 through July 30, 2020.

2 11. As the employer of record responsible for related taxes, SDH will ultimately pay the settlement
3 amount. However, Defendants understand that the settlement in this case makes both Defendants
4 jointly obligated to pay the settlement amount.

5 I declare under penalty of perjury under the laws of the State of California and the United States of
6 America that the foregoing is true and correct. Executed September 26, 2023 at Gaithersburg,
7 Maryland.

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9 KIMBERLY S. HACKLEFORD

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