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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

DANILO CORTEZ FLORES, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. ESPOSTO'S INC., a California corporation; ESPOSTO'S FINE FOODS, INC., a California corporation; WILLIAM ESPOSTO, individually; and DOES 1 through 100, inclusive, Defendants.	Case No.: 21-CIV-05152 Honorable Don R. Franchi Department 15 **DECLARATION OF VARTAN MADOYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS** [Declaration of Phoenix Settlement Administrator (Michael E. Moore); and [Revised Proposed] Order and Judgment filed concurrently herewith] Hearing Date: December 8, 2025 Hearing Time: 3:00 p.m. Department: 15 Complaint Filed: September 21, 2021 Trial Date: None Set

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DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Danilo Cortez Flores ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

2. On August 28, 2024, Plaintiff filed his Motion for Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (the "Motion"). The Motion was not scheduled to be heard until March 10, 2025. However, after the Motion was filed, the case was deemed complex and the hearing on the Motion was continued from March 10, 2025 to September 22, 2025. The case was reassigned to the above-captioned department and the hearing on the Motion was held on September 22, 2025.

3. At the September 22, 2025 hearing, the Court required supplemental papers to be filed by November 14, 2025 to address some issues raised by the Court in its tentative ruling, and the hearing on the Motion was continued to December 8, 2025. This declaration (along with the concurrently submitted documents) addresses those issues for the Court.

THE SETTLEMENT REACHED IN THE ACTION

4. Marked and attached hereto as "**EXHIBIT 1**" is a fully-executed copy of the Amended Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff and Defendants Esposto's, Inc., Esposto's Fine Foods, Inc., and William Esposto (collectively, "Defendants"), as well as the informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, which is attached as an exhibit to the Settlement Agreement. Marked and attached hereto as "**EXHIBIT 2**" is a red-lined copy of the Settlement Agreement for purposes of the Court's reference. Pursuant to the arguments presented and accepted by the Court at the September 22, 2025 hearing, the Parties amended the

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Agreement in various ways, including the following: (a) the Parties removed any references to "non-union" individuals with respect to the Aggrieved Employee definition (and at the September 22, 2025 hearing, the Parties also noted that there are no union employees and thus this language is inapposite); (b) the Parties moved Plaintiff's general release terms from the settlement agreement into a separate individual settlement agreement that the Parties have executed as advised by the Court; (c) the Agreement as amended now provides a $2,000 payment to Plaintiff for his services in the PAGA action and the separate individual agreement provides $5,500 to Plaintiff for executing a general release, consistent with the arguments presented and accepted by the Court at the September 22, 2025 hearing; and (d) Plaintiff's Counsel has reduced its attorneys' fee request from $120,000.00 to $117,800.00. Thus, as amended, the Settlement Agreement provides both the LWDA and Aggrieved Employees with increased settlement amounts payable to them as compared to the original agreement due to the reduction in attorneys' fees.

5. The Court noted that the Motion had estimated a total of 230 Aggrieved Employees while the Agreement had referenced 104 Aggrieved Employees, and asked for clarification regarding these numbers. The estimated headcount differs because the time periods discussed in each document are different. The Settlement Agreement notes (at Section 3(a)(5)) that there was an estimated 104 Aggrieved Employees through December 31, 2021. Conversely, the Motion states that based on updated data from Defendant as of March 6, 2024, the headcount is estimated to be approximately 230 Aggrieved Employees.

6. As noted above, Plaintiff's Counsel seeks attorneys' fees in the amount of $117,800.00, which represents forty percent (40%) of the Total Settlement Amount of $294,500.00. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least forty percent (40%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the

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results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) other work that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

7. Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis, which was requested by the Court. Attorneys at Lawyers *for* Justice, PC have spent a total of **242.70 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

8. The work performed in this particular case, the background of Lawyers *for* Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least $850 for work performed by Plaintiff's Counsel. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of $936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of $919.57; and final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior

Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of $855.96. The $850 blended rate is also consistent with rates granted for our firm in comparable complex wage and hour litigations prosecuted in San Mateo County, such as *Sherman v. Stick Fix, Inc.* (San Mateo County Superior Court Case No. 18CIV05049), where court approval was granted on February 4, 2020 and the award of attorneys' fees approved an $850 blended rate for our firm. Accordingly, the lodestar analysis fully supports awarding the requested $117,800.00 in attorneys' fees, as Lawyers *for* Justice, PC's base lodestar for this case $206,295.00 ($850 x 242.70 hours), which is well above the actual fees requested.

9. The Settlement provides for reimbursement of litigation costs and expenses of up to $25,000.00. Plaintiff's Counsel seeks reimbursement of $18,824.31 for litigation costs and expenses incurred in this case, as reflected in the updated Case Cost Detail attached hereto as "**EXHIBIT 4**" which provides a list of costs as requested by the Court. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount ($25,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of $6,175.69 will be included as part of the Net Settlement Amount payable to the LWDA and Aggrieved Employees.

10. As requested by the Court, Plaintiff submits a declaration from the Settlement Administrator (Phoenix) concurrently with the filing of this declaration. Plaintiff also submits a Revised Proposed Order as requested by the Court.

11. The Court also requested information with respect to the lengthy time that passed after mediation and in obtaining court approval of the Settlement. Although the MOU was executed and the Notice of Settlement was then filed in July 2022, the Parties were still negotiating over several key terms, including the escalator clause. The Parties met and conferred a number of times amongst counsel, as well as internally among our client and our firm, and

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these negotiations continued until about July 2023. The agreement was then executed in August 2023. The attorneys at our firm who were handling the case separated from our firm and the case was subsequently reassigned to different attorneys who prepared the drafts of the motion and supporting papers. Prior to filing the Motion, the Parties had to address inconsistencies and issues within the agreement, and after meeting and conferring about those issues, the Parties executed the amendment to the agreement in August 2024. The Motion was filed on August 28, 2024. As noted above, the hearing date on the Motion was originally scheduled for March 2025, but was later continued by the Court (following designation of the case as a complex case) to September 22, 2025.

12. Finally, as requested by the Court, we address below the valuation of the potential monetary recovery of the PAGA claim, including the strengths and weaknesses of the PAGA claim, Defendants' defenses, and the range of possible outcomes.

STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, DEFENSES, AND THE RANGE OF POSSIBLE OUTCOMES

13. As indicated above, the Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt individuals employed by and worked for Defendants Esposto's Inc. and Esposto's Fine Foods in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The "PAGA Period" means the period between July 16, 2020, through the date the final approval order is signed. Based on information provided by Defendants as of March 6, 2024, it is estimated that there were approximately 230 Aggrieved Employees as of that date. Through the mediation date, it was estimated that Aggrieved Employees worked approximately 5,028 Pay Periods, which when extrapolated to March 6, 2024 is approximately 11,119 Pay Periods.

14. As Amended, the Settlement Agreement provides for a gross amount of $294,500.00 ("Total Settlement Amount"), subject to possible increase under Section 3(a)(5) of the Agreement. After deducting (from the Total Settlement Amount) the amounts payable to Plaintiff in the Agreement ($2,000), the Settlement Administrator (up to $6,000, though actual

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costs may be less as indicated in the Settlement Administrator's Declaration), attorneys' fees of $117,800, and requested litigation costs and expenses of $18,824.31 (less than the up to $25,000 figure), the Net Settlement Amount is estimated to be approximately $149,875.69. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i), such that seventy-five percent (75%) of the Net Settlement Amount (about $112,406.77) will be distributed to the LWDA ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement Amount (about $37,468.92) will be distributed to the Aggrieved Employees on a *pro rata* basis ("Employees' Portion"), based on the number of pay periods they each worked during the PAGA Period.

15. The effectiveness of Plaintiff's Counsel, Lawyers *for* Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for trial and appeals for the same, or quite possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

16. After engaging in extensive investigations, informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on February 7, 2022, conducted by David Rotman, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, donning and doffing, meal waivers, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, the evidence

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produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

17. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendants, and other sources. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's employment records; Defendants' Employee Handbook, a time and pay data sampling of Aggrieved Employees, wage statements, Plaintiff's arbitration agreement, various wage and hour policies and employee acknowledgments (including but not limited to Defendants' Meal Periods Policy, Rest Period Policy, and Overtime Policy), and company procedures, among other documents. As such, counsel for the Parties undertook significant litigation, and invested time conducting investigation and reviewing and analyzing relevant information, documents, and data to evaluate the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendants' counsel regarding the pleadings, case management, mediation, arbitration, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the Parties have also invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, arbitration agreements, reporting time pay, Industrial Welfare Commission Wage Orders, and

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wage-and-hour enforcement, Plaintiff's claims and allegations, and Defendants' defenses, as well as facts discovered.

18. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendants violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

19. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties.

20. In order for Plaintiff to prevail on the PAGA claim, he would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff raises individualized issues and/or are not suitable for adjudication as to a group of employees.

21. From the inception of this litigation, Defendants indicated that they would aggressively litigate this case and contended that they would ultimately succeed in the action. Defendants maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this

litigation, Defendants maintained, and continue to maintain, that they did not engage in a uniform policy and systematic scheme of wage abuse against any of their employees, and that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code. Defendants further denied, and continue to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

22. Defendants also challenged Plaintiff's standing as aggrieved employees and denied that any of their other employees whom Plaintiff seeks to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. *See Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court.* (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of proof in the interest of judicial economy"); *see also* Cal. Code Civ. Proc. § 598 (The court may "when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to "establish the sequence and timing of discovery for the convenience of parties and witnesses and in the interests of justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and

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sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

23. Defendants pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

24. Further, Defendants also maintained that, in addition to their strong arguments against the underlying claims, taking the current unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There was also a dearth of law and guidance regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly established methodology for the valuation and/or assessment of PAGA penalties, and case outcomes (such as those discussed below) have shown that the actual amount of civil penalties actually assessed by trial courts is far less than the amount sought.

25. Defendants also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." *See* Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendants maintained, and continue to maintain, that they had and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, arguendo, such violations occurred, which Defendants deny, Defendants contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 ("Until the employer has been

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notified that it is violating a Labor Code provision […], the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). Defendants argued that they would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered "willful." Defendants contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendants denied and continue to deny that they ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendants argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendants also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendants contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

26. Plaintiff's Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for $0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. *See e.g.*, *Magadia v. Wal-Mart Assocs*. (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of $7 million PAGA penalties requested, the court awarded $425,000); *Carrington v Starbucks Corp*. (2018) 30 Cal.App.5th 504, 517, 529 (of $75 million in penalties sought, the court affirmed the trial court's $150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to $5 per violation);

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Arnold v San Diego Second Chance Program, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of $456,133 sought, the court awarded $197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of $2,800,000 PAGA penalties requested, the court awarded $500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of $1,800,000 PAGA penalties requested, the court awarded $500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

27. PAGA case law is ever evolving, and though some of that case law has further developed in the last few days, in particular when the Parties entered mediation in 2022 there were many unresolved issues (including the above issues). As an example, and importantly, Defendants also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, binding individual arbitration and class and collective action waiver provisions. Defendants contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to

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require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. While true that Defendant did not file a motion to compel arbitration, Plaintiff did sign an arbitration agreement and the Parties discussed that issue and potential defense with respect to Plaintiff's PAGA lawsuit, which played a factor given the uncertainty regarding PAGA claims. For example, the United States Supreme Court's decision in *Viking River Cruises* made it more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. The California Supreme Court later confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id*. at 693. Arbitration-related issues still may not be fully resolved by the above-cited cases, and certainly when the Parties settled the case these issues were even more uncertain.

28. While Plaintiff disagrees with Defendants' contentions and maintains that his PAGA claim has merit, in reaching the settlement, Plaintiff and his counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

29. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendants in an effort to

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determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). To assist the Court in its review and consideration of the settlement reached in the above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is provided below.

30. Plaintiff alleges that Defendants have violated the California Labor Code and Industrial Welfare Commission Wage Orders, and thereby have engaged in conduct giving rise to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and/or separation of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Specifically, Plaintiff contends that Defendants required Plaintiff and aggrieved employees to perform work duties off-the-clock before clocking-in and after clocking-out of their scheduled shifts and during meal periods, and to remain on premises during rest break periods and potentially perform work. Based on Plaintiff's Counsel's investigation, the key issues for the off-the-clock claims is that Plaintiff and other aggrieved employees were required to perform job responsibilities before and after clocking in and out of their shifts, and during their meal periods. Based on Plaintiff's Counsel's investigation, the key issues for the meal and rest break claims is that aggrieved employees were potentially required to stay on premises for rest breaks, and experienced missed, late, short, and interrupted meal and rest breaks due to having to perform job responsibilities and tasks. As a result, Plaintiff contends that Defendants did not pay Plaintiff and aggrieved employees all compensation due to them, that some meal and rest periods were non-compliant, and that Defendants failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleges that Defendants intentionally and willfully failed to pay Plaintiff and aggrieved employees all wages due to them while they were employed by Defendant, within the time period permissible under California law, thereby

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violating California Labor Code section 203. Plaintiff contends that, based on the violations described herein, the wage statements provided by Defendants and the payroll records kept by Defendants were inaccurate. Plaintiff contends that Defendant failed to reimburse Plaintiff and the other aggrieved employees for necessary business expenses for use of personal cell phones, purchase of safety work shoes, for work purposes.

31. Plaintiff's Counsel considered Defendants' arguments, e.g., that the employer's practices, policies, and procedures complied with the law, employees were subject to arbitration agreements, that Defendants correctly paid regular and overtime wages for all hours worked, that off-the-clock work was prohibited and employees were instructed to record all time worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due, that Plaintiff and aggrieved employees suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that Defendants have a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed. Plaintiff's Counsel conducted a meal analysis based on time and pay records and observed that approximately 60% of shifts indicated a non-compliant meal break related punch. Plaintiff's Counsel considered that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, departments, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to manageability and the merits of the PAGA claim, given that meal punch data would not address those individualized issues.

32. Plaintiff's Counsel considered information obtained through investigations and from Plaintiff, Defendants, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff's Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiff having proven all elements of the claim and entitlement to civil

penalties, despite risks associated with demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties. Thus, Plaintiff recognized the circumstances and realities of the case, applicable case law and regulations, the potential for adverse development in the case law, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts with respect to the PAGA claim and theories of liability. Plaintiff's Counsel calculated the potential and realistic value of the PAGA claim as follows:

a. <u>Failure to Pay Overtime Wages</u>: The potential value of civil penalties was estimated to be $2,200,800.00 ($100 initial violations x 230 initial violation + $100 x 10,889 subsequent violations). A discount of 50% was applied to account for the risks associated with Defendant's arbitration agreements (bringing the value closer to $1,100,400.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to $275,100.00), a discount of 50% was applied to account for the risks associated with establishing that heightened penalty rates would apply for all potential subsequent violations (brining the value closer to $137,550.00), and a discount of 80% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to $27,510.00).

b. <u>Failure to Pay Minimum Wages</u>: The potential value of civil penalties was estimated to be $2,200,800.00 ($100 initial violation rate x 230 initial violations + $200 subsequent violation rate x 10,889 subsequent violations). A discount of 50% was applied to account for the risks associated with Defendant's arbitration agreements (bringing the value closer to $1,100,400.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits,

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establishing manageability of the claim, and establishing liability (bringing the value closer to $385,140.00), a discount of 50% was applied to account for the risks associated with establishing that heightened penalty rates would apply for all potential subsequent violations (brining the value closer to $192,570.00), and a discount of 80% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to $38,514.00).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of civil penalties was estimated to be $2,200,800.00 ($100 initial violation rate x 230 initial violations + $200 subsequent violation rate x 10,889 subsequent violations). A discount of 50% was applied to account for the risks associated with Defendant's arbitration agreements (bringing the value closer to $1,100,400.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to $440,160.00), a discount of 50% was applied to account for the risks associated with establishing that heightened penalty rates would apply for all potential subsequent violations (brining the value closer to $220,080.00), and a discount of 80% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to $44,016.00).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be $2,200,800.00 ($100 initial violation rate x 230 initial violations + $200 subsequent violation rate x 10,889 subsequent violations). A discount of 50% was applied to account for the risks associated with Defendant's arbitration agreements (bringing the value closer to $1,100,400.00), a discount of 75% was applied to account for the risks associated

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with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to $275,100.00), a discount of 50% was applied to account for the risks associated with establishing that heightened penalty rates would apply for all potential subsequent violations (brining the value closer to $137,550.00), and a discount of 80% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to $27,510.00).

e. Failure to Timely Pay Wages During Employment and Upon Termination (i.e. Waiting Time Penalties): Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendants, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendants failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiff alleged that he and other Aggrieved Employees are entitled to unpaid wages arising from, inter alia, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was estimated to be $7,900.00 ($100

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violation rate x 79 civil penalties for the number of terminated employees). A discount of 50% was applied to account for the risks associated with Defendant's arbitration agreements (bringing the value closer to $3,950.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits, establishing manageability of this claim, and establishing liability (bringing the value closer to $1,185.00), and a discount of 80% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value of civil penalties closer to $237.00).

f. <u>Failure to Provide Compliant Wage Statements</u>: The potential value of civil penalties was estimated to be $2,200,800.00 ($100 initial violation rate x 230 initial violations + $200 subsequent violation rate x 10,889 subsequent violations). A discount of 50% was applied to account for the risks associated with Defendant's arbitration agreements (bringing the value closer to $1,100,400.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to $220,080.00), a discount of 50% was applied to account for the risks associated with establishing that heightened penalty rates would apply for all potential subsequent violations (brining the value closer to $110,040.00), and a discount of 80% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to $22,008.00).

g. <u>Failure to Maintain Payroll Records</u>: The potential value of civil penalties was estimated to be $23,000.00 ($100 violation rate x 230 employees). A discount of 50% was applied to account for the risks associated with Defendant's arbitration agreements (bringing the value closer to $11,500.00), a discount of 70% was

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applied to account for the risks associated with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to $3,450.00), and a discount of 80% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to $690.00).

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be $2,200,800.00 ($100 initial violation rate x 230 initial violations + $200 subsequent violation rate x 10,889 subsequent violations). A discount of 50% was applied to account for the risks associated with Defendant's arbitration agreements (bringing the value closer to $1,100,400.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits, establishing manageability of the claim, and establishing liability (bringing the value closer to $330,120.00), a discount of 50% was applied to account for the risks associated with establishing that heightened penalty rates would apply for all potential subsequent violations (brining the value closer to $165,060.00), and a discount of 80% was applied for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and to obtain a recovery and collect on the judgment (bringing the value closer to $33,012.00).

33. Alternate Valuation (Per Capita Basis): The manner in which civil penalties could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or assess penalties on a per-person (i.e. per capita) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to indicate a best case scenario, potential amount of approximately, if civil penalties were assessed on a per capita basis instead, for example, in the amount of $1,400.00 for each employee, this

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would yield potential civil penalties in the amount of $322,000.00, and discounting that amount of civil penalties by 80% for risks associated Defendants' arbitration agreements, establishing manageability, succeeding on the merits and establishing liability, establishing that the heighted penalty rate would apply, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $96,600.00 under a per-capita method of analysis.

34. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the parties elected to settle this matter. Plaintiff's Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiff's Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

35. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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36. As indicated in the concurrently-filed Proof of Service, Plaintiff has submitted the Settlement Agreement (as amended and attached to this Declaration) to the LWDA at the same time as it is being submitted to the Court.

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

Executed this 14th day of November 2025, at Glendale, California.

Vartan S. Madoyan

Vartan Madoyan

EXHIBIT 1

AMENDED PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Amended Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Danilo Cortez Flores ("Plaintiff"), for himself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Esposto's, Inc., Esposto's Fine Foods, Inc., and William Esposto ("Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendants. Plaintiff was employed by Defendants from approximately March 2019 to approximately January 2021;

(b) On July 16, 2021 Lawyers *for* Justice, PC ("Plaintiff's Counsel"), submitted a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff, to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 5-2001, thereby initiating LWDA Case Number LWDA-CM-838324-21 (the "PAGA Notice");

(c) On September 21, 2021, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendants, entitled *Danilo Cortez Flores v. Esposto's Inc.; Esposto's Fine Foods, Inc.; William Esposto*, San Mateo County Superior Court Case No. 21-CIV-05152 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(e) On February 7, 2022, the Parties mediated the Action with David A. Rotman, Esq. and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(f) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration**.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Two Hundred Ninety

Four Thousand Five Hundred Dollars and No Cents ($294,500.00) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of forty percent (40%) of the Total Settlement Amount, which is One-Hundred and Seventeen Thousand Eight Hundred Dollars and No Cents ($117,800.00), and reimbursement of litigation costs and expenses in the amount of up to Twenty Five Thousand Dollars ($25,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendants will not contest.

(2) A general release fee of up to the amount of Two Thousand Dollars and No Cents ($2,000.00) ("General Release Fee") to Plaintiff, which Defendants will not contest. Separate and apart from this Settlement, Plaintiff will enter into a full general release of claims against Defendants in exchange for an additional payment of Five Thousand Five Hundred Dollars and Zero Cents ($5,500.00).

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Dollars ($6,000.00) ("Settlement Administration Costs") to Phoenix Settlement Administrators(the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all current and former hourly-paid or non-exempt individuals employed by and worked for Defendants Esposto's Inc. and Esposto's Fine Foods, Inc. in the State of California during the PAGA Period (the "Aggrieved Employees"). The period July 16, 2020 through the date that the approval order is signed by the Court is the "PAGA Period." The Aggrieved Employees are estimated to consist of approximately one hundred and four (104) individuals who worked approximately 5,028 Pay Periods through December 31, 2021. If the actual number of Pay Periods for the period of July 16, 2020 through December 31, 2021 is more than ten percent (10%) above 5,028, the Total Settlement Amount will be increased by the percentage that the actual number exceeds the 10% threshold. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following have occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to the settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Scott T. Shibayama of Vision Law Corporation ("Defendants' Counsel") for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of PAGA Settlement Sum / Notice to Recipients**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA period ("Pay Periods"), based on Defendants' payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods he or she individually worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than thirty (30) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known mailing address; (iii) last known telephone number; (iv) Social Security number; (v) start and end dates of employment; and (vi) such other information necessary for the PAGA Settlement Administrator to calculate Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State of California Controller's Office Unclaimed Property division in the name(s) of the Aggrieved Employee(s) who did not negotiate their check(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **<u>Release of Claims by Plaintiff, Aggrieved Employees, and the State of California</u>**.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq*. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001 and 5-2001 (collectively, the "Released Claims").

9. **<u>Governing Law and Interpretation</u>**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator David A. Rotman, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) This Settlement Agreement and the separate general release between Plaintiff and Defendants contain the entire agreement between the Parties relating to the Settlement and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing signed by the Parties.

(f) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Electronically Signed 2025-11-12 02:57:57 UTC - 190.86.104.1
Nintex AssureSign® 2ae72c77-940b-498b-a9d4-b3920122df13

Date: 11/11/2025 ,2025

DANILO CORTEZ FLORES
Individually and On Behalf of
the State of California and Aggrieved Employees

ESPOSTO'S INC., ESPOSTO'S FINE FOODS, INC., WILLIAM ESPOSTO

Date: ______________________, 2025

Name:
Title:

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: 11/12/2025 , 2025

Vartan Madoyan
Attorneys for Plaintiff Danilo Cortez Flores

VISION LAW CORPORATION

Date: ______________________, 2025

Scott T. Shibayama
Attorneys for Defendant Esposto's Inc., Esposto's Fine Foods, William Esposto

Date: ________________________,2025

DANILO CORTEZ FLORES
Individually and On Behalf of
the State of California and Aggrieved Employees

ESPOSTO'S INC., ESPOSTO'S FINE FOODS, INC., WILLIAM ESPOSTO

Date: November 10, 2025

William Esposto
Name: WILLIAM ESPOSTO
Title: President

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: ________________________, 2025

Vartan Madoyan
Attorneys for Plaintiff Danilo Cortez Flores

VISION LAW CORPORATION

Date: November 10, 2025

Scott Shibayama
Scott T. Shibayama
Attorneys for Defendant Esposto's Inc., Esposto's Fine Foods, William Esposto

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Danilo Cortez Flores v. Esposto's Inc.; Esposto's Fine Foods, Inc.; William Esposto*, San Mateo County Superior Court Case No. 21-CIV-05152

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Danilo Cortez Flores v. Esposto's Inc.; Esposto's Fine Foods, Inc.; William Esposto*, San Mateo County Superior Court Case No. 21-CIV-05152 ("Action").

The lawsuit was filed on September 21, 2021 by Danilo Cortez Flores ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay regular, minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 16, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, and 5-2001, thereby initiating LWDA Case Number LWDA-CM-838324-21 (the "PAGA Notice").

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendants Esposto's, Inc., Esposto's Fine Foods, Inc., and William Esposto ("Defendants").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt individuals employed by and worked for Defendants Esposto's Inc. and Esposto's Fine Foods, Inc. in the State of California during the PAGA Period ("Aggrieved Employees"). The period July 16, 2020 through the date that the approval order is signed by the Court is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>> and full funding of the Total Settlement Amount, the Released Parties were fully released and forever discharged from any and all Released Claims.

> "Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.
>
> "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Unclaimed Property Division.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2

AMENDED PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Amended Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Danilo Cortez Flores ("Plaintiff"), for himself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Esposto's, Inc., Esposto's Fine Foods, Inc., and William Esposto ("Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendants. Plaintiff was employed by Defendants from approximately March 2019 to approximately January 2021;

(b) On July 16, 2021 Lawyers *for* Justice, PC ("Plaintiff's Counsel"), submitted a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff, to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 5-2001, thereby initiating LWDA Case Number LWDA-CM-838324-21 (the "PAGA Notice");

(c) On September 21, 2021, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendants, entitled *Danilo Cortez Flores v. Esposto's Inc.; Esposto's Fine Foods, Inc.; William Esposto*, San Mateo County Superior Court Case No. 21-CIV-05152 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(e) On February 7, 2022, the Parties mediated the Action with David A. Rotman, Esq. and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(f) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration**.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of ~~Three~~Two -Hundred

Ninety Four Thousand Five Hundred Dollars and No Cents ($~~300~~294,5~~0~~00.00) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of forty percent (40%) of the Total Settlement Amount, which is One-Hundred and ~~Twenty~~ Seventeen Thousand Eight Hundred Dollars and No Cents ($117~~20~~,8~~0~~00.00), and reimbursement of litigation costs and expenses in the amount of up to Twenty Five Thousand Dollars ($25,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendants will not contest.

(2) A general release fee of up to the amount of Two Thousand~~Seven Thousand and Five Hundred~~ Dollars and No Cents ($2~~7~~,0~~5~~00.00) ("General Release Fee") to Plaintiff, which Defendants will not contest. Separate and apart from this Settlement, Plaintiff ~~has entered~~will enter into a full general release ~~fo~~of claims against Defendants in exchange for an additional payment of Five Thousand Five Hundred Dollars and Zero Cents ($5,500.00).

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Dollars ($6,000.00) ("Settlement Administration Costs") to Phoenix Settlement Administrators(the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all current and former hourly-paid or non-exempt ~~non-union~~ individuals employed by and worked for Defendants Esposto's Inc. and Esposto's Fine Foods, Inc. in the State of California during the PAGA Period (the "Aggrieved Employees"). The period July 16, 2020 through the date that the ~~final~~ approval order is signed by the Court is the "PAGA Period." The Aggrieved Employees are estimated to consist of approximately one hundred and four (104) individuals who worked approximately 5,028 Pay Periods through December 31, 2021. If the actual number of Pay Periods for the period of July 16, 2020 through December 31, 2021 is more than ten percent (10%) above 5,028, the Total Settlement Amount will be increased by the percentage that the actual number exceeds the 10% threshold. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a)~~3(a)~~ above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court

approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following have occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to the settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Scott T. Shibayama of Vision Law Corporation ("Defendants' Counsel") for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of PAGA Settlement Sum / Notice to Recipients**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty~~fourteen~~ (30~~14~~) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA period ("Pay Periods"), based on Defendants' payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods he or she individually worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than thirty~~fourteen~~ (30~~14~~) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known mailing address; (iii) last known telephone number; (iv) Social Security number; (v) start and end dates of employment; and (vi) such other information necessary for the PAGA Settlement Administrator to calculate Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen~~thirty~~ (14~~30~~) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State of California Controller's Office Unclaimed Property division in the name(s) of the Aggrieved Employee(s) who did not negotiate their check(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California**.

~~(a)~~ Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001 and 5-2001 (collectively, the "Released Claims").

~~(b)~~(a)

~~(c) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown,~~

~~suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:~~

> ~~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.~~

~~Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.~~

9. **<u>Governing Law and Interpretation</u>**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **<u>Amendment</u>**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator David A. Rotman, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) This Settlement Agreement and the separate general release between Plaintiff and Defendants contain the entire agreement between the Parties relating to the Settlement and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing signed by the Parties.

~~(e)~~(f) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: ________________________,2025~~3~~ ____________________________________

DANILO CORTEZ FLORES
Individually and On Behalf of
the State of California and Aggrieved Employees

ESPOSTO'S INC., ESPOSTO'S FINE FOODS, INC., WILLIAM ESPOSTO

Date: ________________________, 2025~~3~~ ____________________________________
Name:
Title:

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: ________________________, 2025~~3~~ ____________________________________
Vartan Madoyan~~Annabel Blanchard~~
Attorneys for Plaintiff Danilo Cortez Flores

VISION LAW CORPORATION

Date: ________________________, 2025~~3~~ ____________________________________
Scott T. Shibayama
Attorneys for Defendant Esposto's Inc., Esposto's Fine Foods, William Esposto

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Danilo Cortez Flores v. Esposto's Inc.; Esposto's Fine Foods, Inc.; William Esposto*, San Mateo County Superior Court Case No. 21-CIV-05152

Dear <<First Name>><<Last Name>>:

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Under the settlement, as of <<date of entry of order by the Court approving the Settlement>> and full funding of the Total Settlement Amount, the Released Parties were fully released and forever discharged from any and all Released Claims.

> "Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.
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> "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, and 5-2001.

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Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 3

DANILO CORTEZ FLORES V. ESPOSTO'S INC., ET AL.
San Mateo County Superior Court Case No. 21-CIV-05152

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS *for* JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Danilo Cortez Flores ("Plaintiff")	19.50
Investigate, Communicate with, and/or Interview of Aggrieved Employees and/or Percipient Witnesses	6.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff's PAGA Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 21, 2021)	7.50
Review Court's Notice of Assignment for All Purposes (Civil) and Notice of Case Management Conference (filed on September 21, 2021)	0.10
Draft Plaintiff's Case Management Statement (filed on January 5, 2022)	0.70
Review Court's Order Continuing Case Management Conference (filed on January 6, 2022)	0.10
Meet and Confer with Defendants Esposto's, Inc., Esposto's Fine Foods, Inc., and William Esposto's (collectively, "Defendants") Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on April 6, 2022)	0.70
Review Court's Order Continuing Case Management Conference (filed on April 8, 2022)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on June 29, 2022)	0.70

Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Notice of Settlement (filed on July 5, 2022)	0.40
Review Court's Notice Re: Dismissal After Conditional Settlement (filed on August 25, 2022)	0.10
Review Court's Notice of Hearing – Order to Show Cause Re: Dismissal Hearing as to Dismissal of Entire Action (filed on October 6, 2022)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Dismissal of Entire Action (filed on January 24, 2023)	0.70
Review Court's Minute Order and Notice of Hearing Re: Order to Show Cause Re: Dismissal of Entire Action (filed on January 30, 2023)	0.10
Review Court's Minute Order Re: Order to Show Cause Re: Dismissal of Entire Action (filed on May 4, 2023)	0.10
Review Court's Notice of Hearing – Order to Show Cause Re: Dismissal Hearing as to Dismissal of Entire Action (filed on May 5, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Dismissal of Entire Action (filed on July 26, 2023)	0.70
Review Court's Minute Order Re: Order to Show Cause Re: Dismissal of Entire Action (filed on July 27, 2023)	0.10
Review Court's Notice of Hearing – Order to Show Cause Re: Dismissal Hearing as to Dismissal of Entire Action (filed on October 16, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Dismissal of Entire Action (filed on October 23, 2023)	0.70
Review Court's Minute Order and Notice of Hearing Re: Order to Show Cause Re: Dismissal of Entire Action (filed on October 30, 2023)	0.10
Draft Plaintiff's Response to Order to Show Cause Regarding Dismissal of Entire Action (filed on February 21, 2024)	0.60
Review Court's Minute Order and Notice of Hearing Re: Order to Show Cause Re: Dismissal of Entire Action (filed on February 28, 2024)	0.10
Draft Plaintiff's Response to Order to Show Cause Regarding Dismissal of Entire Action (filed on June 14, 2024)	0.60

Review Court's Minute Order and Notice of Hearing Re: Order to Show Cause Re: Dismissal of Entire Action (filed on June 24, 2024)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Dismissal of Entire Action (filed on August 22, 2024)	0.70
Review Court's Minute Order and Notice of Hearing Re: Order to Show Cause Re: Dismissal of Entire Action (filed on August 29, 2024)	0.10
Draft Notice Regarding August 29, 2024 Order to Show Cause Re: Dismissal of Entire Action Hearing (filed on September 5, 2024)	0.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Dismissal of Entire Action (filed December 5, 2024)	0.70
Review Court's Minute Order Re: Order to Show Cause Re: Dismissal of Entire Action (filed on December 12, 2024)	0.10
Draft Notice Regarding December 12, 2024 Order to Show Cause Re: Dismissal of Entire Action Hearing (filed on December 13, 2024)	0.20
Draft Notice of Change of Address or Other Contact Information (filed on February 18, 2025)	0.10
Review Court's Notice of Reassignment for All Purposes (filed on March 13, 2025)	0.10
Review Court's Notice of Designation as Complex Case, Setting of a Complex Case Management, and Complex Fees Due (filed on March 27, 2025)	0.10
Draft Plaintiff's Notice of Paying Complex Fee (filed on September 15, 2025)	0.10
Review Court's Minute Order Re: Case Management Conference (filed on September 22, 2025)	0.10
Appearances	
Prepare for and Remotely Attend Initial Case Management Conference (July 20, 2022)	0.50
Prepare for and Remotely Attend Hearing on Order to Show Cause Re: Dismissal of Entire Action (January 30, 2023)	0.50
Prepare for and Remotely Attend Hering on Order to Show Cause Re: Dismissal of Entire Action (July 27, 2023)	0.30

Prepare for and Remotely Attend Hearing on Order to Show Cause Re: Dismissal of Entire Action (October 30, 2023)	0.30
Prepare for and Remotely Attend Hearing on Order to Show Cause Re: Dismissal of Entire Action (February 28, 2024)	1.50
Prepare for and Remotely Attend Hearing on Order to Show Cause Re: Dismissal of Entire Action (June 24, 2024)	0.90
Prepare for and Remotely Attend Hearing on Order to Show Cause Re: Dismissal of Entire Action (August 29, 2024)	0.60
Prepare for and Remotely Attend Hearing on Order to Show Cause Re: Dismissal of Entire Action (December 12, 2024)	1.60
Prepare for and Remotely Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (September 22, 2025)	1.80
Discovery and Deposition	
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Danilo Cortez Flores (served on March 4, 2021)	1.90
Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Danilo Cortez Flores (served on March 29, 2021)	5.60
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff under the Private Attorneys General Act (served on July 16, 2021)	4.50
Draft Correspondence to, Meet and Confer with, and/or Respond to Correspondence from, Defendants' Counsel	18.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendants, and Other Sources Prior to Mediation [approximately 5,275 pages]	58.50

Prepare for Mediation, Including Researching Settlement-Related and Merits-Related Issues, Drafting the Mediation Brief and Compiling Exhibits in Support of the Mediation Brief, and Performing Penalties Analysis and Calculations (submitted on January 31, 2022)	37.50
Attend Mediation Session (February 7, 2022; Zoom Video Conference)	19.50
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (fully executed March 21, 2022)	2.50
Engage in Additional Settlement-Related Discussions, and Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (fully executed on August 24, 2023) and Cover Letter to Aggrieved Employees	8.50
Draft, Review, Revise, Negotiate, and Finalize Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Release (executed on August 26, 2024) and Amended Cover Letter to Aggrieved Employees	2.50
Draft, Review, Revise, Negotiate, and Finalize Amended Private Attorneys General Act Settlement Agreement and Release (executed on November 12, 2025), Amended Cover Letter to Aggrieved Employees, and Individual Settlement Agreement and General Release (executed on November 11, 2025)	4.50
Law and Motion	
Research, Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs; Memorandum of Point and Authorities, Declaration of Edwin Aiwazian in Support Thereof, Declaration of Danilo Cortez Flores in Support Thereof, and [Proposed] Order and Judgment (filed on August 28, 2024)	16.50
Draft Plaintiff's Re-Notice of Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs; Memorandum of Point and Authorities (filed on September 26, 2024)	0.20
Review Court's Tentative Ruling Re: Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (published on March 7, 2025)	0.20
Review Court's Minute Order Re: Motion for Final Approval (filed on March 10, 2025)	0.20

Review Court's Tentative Ruling Re: Motion for Approval of Private Attorneys General Act (Cal. Labor Code Cal. § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (published on September 19, 2025)	0.80
Review Court's Minute Order Re: Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (filed on September 22, 2025)	0.20
Review Declaration of Settlement Administrator, and Draft, Review, and/or Revise Declaration of Vartan Madoyan in Support of Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, and Revised [Proposed] Order and Judgment (filed on November 14, 2025)	9.50
Total Hours:	242.70

EXHIBIT 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Flores vs. Esposto's Inc., et al. (PAGA)

Date	Payee	Expense Description	Amount
3/4/2021	U.S. Postmaster	Postage	$7.00
7/16/2021	U.S. Postmaster	Postage	$22.50
7/16/2021	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
9/22/2021	One Legal	Attorney Service	$29.05
9/22/2021	San Mateo Superior Court	Complaint Filing Fee	$435.00
1/5/2022	Legal Document Server, Inc.	Attorney Service	$14.75
1/6/2022	Legal Document Server, Inc.	Attorney Service	$25.75
1/6/2022	David A. Rotman	Mediation Fee	$13,250.00
4/4/2022	Legal Document Server, Inc.	Attorney Service	$151.00
4/5/2022	Legal Document Server, Inc.	Attorney Service	$11.00
4/6/2022	Legal Document Server, Inc.	Attorney Service	$25.75
4/10/2022	Codici	Data Analysis of Sampling of Time Records	$3,000.00
6/29/2022	Legal Document Server, Inc.	Attorney Service	$14.75
7/5/2022	Legal Document Server, Inc.	Attorney Service	$165.50
1/24/2023	Legal Document Server, Inc.	Attorney Service	$15.50
7/24/2023	Legal Document Server, Inc.	Attorney Service	$11.95
7/26/2023	Legal Document Server, Inc.	Attorney Service	$15.57
10/24/2023	Legal Document Server, Inc.	Attorney Service	$15.57
2/22/2024	Legal Document Server, Inc.	Attorney Service	$15.57
6/17/2024	Legal Document Server, Inc.	Attorney Service	$15.70
8/26/2024	Legal Document Server, Inc.	Attorney Service	$15.70
8/29/2024	Legal Document Server, Inc.	Attorney Service	$192.25
9/4/2024	Legal Document Server, Inc.	Attorney Service	$21.96
9/4/2024	San Mateo Superior Court	Motion Fee	$90.00
9/5/2024	Legal Document Server, Inc.	Attorney Service	$15.70
9/30/2024	Legal Document Server, Inc.	Attorney Service	$15.70
12/5/2024	Legal Document Server, Inc.	Attorney Service	$15.70
12/18/2024	Legal Document Server, Inc.	Attorney Service	$15.70
2/20/2025	Legal Document Server, Inc.	Attorney Service	$18.15
4/9/2025	Legal Document Server, Inc.	Attorney Service	$18.15
9/15/2025	Legal Document Server, Inc.	Attorney Service	$88.39
9/15/2025	San Mateo Superior Court	Complex Filing Fee	$1,000.00
		Total:	$18,824.31