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Attorneys for Plaintiff MARK D. TAFT, individually and
On behalf of all others similarly situated

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

MARK D. TAFT, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SALADINO'S INC., a California Corporation;
and DOES 1-50, inclusive,

Defendant.

CASE NO.: 34-2021-00304595
Hon. Jill Talley

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 15, 2024
Time: 9:00 a.m.
Dept.: 23

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DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff MARK D. TAFT (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced this class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiff’s Motion for Final Approval of Class Action Settlement and attorneys’ fees, costs and service awards, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval of the Settlement. Attached as **Exhibit B** is a true and correct copy of the Settlement Agreement which the Parties ask the Court to approve. The Settlement Administration is now complete. Of the 2,394 participating class members, zero Class Members requested exclusion or objected to the settlement. As such, Plaintiff now requests the Court grant final approval of the settlement.

Procedural Background

3. On July 20, 2021, Plaintiff filed a putative Class Action entitled *Mark D. Taft v. Saladino’s Inc.*, (Sacramento County Case No. 34-2021-00304595) (“*Taft I*”) on behalf of Defendant’s non-exempt employees in California seeking damages for Defendant’s alleged failure to: (1) pay wages including overtime, (2) provide meal periods, (3) authorize and permit rest periods, (4) timely pay wages, (5) for failure to provide accurate itemized wage statements, (6) for unlawful deductions, (7) for payment of wages in non-Labor Code compliant instruments, (8) failure to reimburse expenses, and (9) for unfair competition (“UCL”).

4. On November 9, 2021, Plaintiff filed a PAGA Representative Action entitled *Mark D. Taft v. Saladino’s Inc.*, (Sacramento County Case No. 34-2021-00310936) (“*Taft II*”) on behalf of Defendant’s non-exempt employees in California seeking civil penalties for Defendants’ alleged failure to: 1) pay wages including overtime, (2) provide meal periods, (3) authorize and

1 permit rest periods, (4) timely pay wages, (5) for failure to provide accurate itemized wage
2 statements, (6) for unlawful deductions, (7) for payment of wages in non-Labor Code compliant
3 instruments, (8) failure to reimburse expenses, and (9) civil penalties under the Labor Code
4 Private Attorneys General Act of 2004, California Labor section 2698 et seq.

5 5. On November 22, 2022, the Parties attended a full-day mediation with
6 experienced mediator Michael Dickstein. After a full-day's mediation and subsequent continued
7 negotiations with the assistance of the mediator, the Parties reached an agreement to settle the
8 claims as provided herein, to settle Plaintiff's claims on a class-wide and PAGA basis and on or
9 about March 1, 2023 executed a Memorandum of Understanding, for \$450,000.00 and the terms
10 of which are fully memorialized in the Settlement Agreement.

11 6. The Class Representative has vigorously prosecuted this case, and Defendant has
12 vigorously contested it. The Parties engaged in sufficient investigation and discovery to assess the
13 relative merits of the claims of the Class and of Defendant's defenses to them. Defendant has
14 denied all of Plaintiff's allegations in their entirety and any liability or wrongdoing of any kind.

15 7. In summary, Plaintiff's Counsel performed a thorough investigation into the
16 claims at issue, which included: (1) determining Plaintiff's suitability as private attorneys general
17 and class representative through interviews, background investigations, and analyses of
18 employment files and related records; (2) evaluating all of Plaintiff's potential representative
19 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
20 the positions, and the type of employer; (4) analyzing employees' time and wage records and
21 driver manifest; (5) reviewing Defendant's employment policies and practices; (6) researching
22 settlements in similar cases and the prior settlement in this case; (7) evaluating Plaintiff's claims
23 and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief;
24 and (9) participating in the mediation.

25 8. "Class Members" means All non-exempt employees that worked for Defendant in
26 California between July 26, 2018 through April 1, 2023.

27 9. The settlement negotiations were hard-fought and conducted in good faith and at
28 arm's length between attorneys with substantial experience litigating class action and wage-and-

1 hour cases. The settlement was the product of a non-collusive settlement process. The final
2 settlement amount was reached as a result of reasonable compromises in light of these
3 considerations. The Parties entered into a long form Settlement Agreement which is now
4 presented for Court approval.

5 10. From Class Counsel's review of the facts, strengths, and weaknesses of the case,
6 the risks and delays posed by further litigation, and Class Counsel's own prior litigation
7 experience, Class Counsel believe that the recovery for each Class Members Member is fair and
8 reasonable taking into consideration the amounts received in other wage and hour class actions,
9 the risks inherent in litigation of this genre, and the reasonable.

10 **The Claims**

11 11. The predominant claims in this action arise from alleged violations of California law
12 with respect to Defendants' failure to provide pay all wages earned due to off the clock work, and
13 meal periods, and failure to reimburse for cell phone. Plaintiff alleges that these practices resulted
14 directly from the implementation and enforcement of Defendants' own policies and practices.

15 12. Defendant's time keeping records, payroll records, and review other relevant data
16 points, were analyzed to come up with a damage model to determine Defendant's exposure for the
17 class.

18 13. As discussed thoroughly in the motion for preliminary approval, the GSA is well
19 within the acceptable range of reasonableness for the claims of the Class Members. After analysis
20 and review of Defendant's time and pay record production and other payroll data, Class counsel
21 estimates the overall value of the damages claims at approximately \$826,078 and penalties of
22 approximately \$19,754,400 should Plaintiff prevail at the class certification stage, trial, and
23 survive any appeals and win on all claims and be awarded maximum damages for all class
24 members and certain assumptions and extrapolations were confirmed with further discovery.
25 Accounting for the 75% distribution of PAGA penalties to the State, recovery for members of the
26 putative class prior to any judicial resolution results in reducing PAGA penalties by 75% or
27 \$7,800,000. This amount was reduced by a reasonable 50% to account for the risks of continued
28 litigation and not prevailing on one or more claims and the Court not awarding penalties based

1 upon Defendant's good faith arguments.

2 14. There are an estimated 103,574 workweeks during the class period, and approximately
3 51,000 pay periods during the PAGA Period. Plaintiff analyzed approximately 384,281 work
4 shifts and determined approximately a low 3.5% violation rate resulting in damages of \$307,328
5 calculated as follows: (13,449 work shifts X \$22.85 hourly rate). This amount was discounted
6 because of the high compliance rates regarding meals and the probability for individualized issues.
7 Likewise, the rest period claim lacked any sufficiently cohesive evidence to materialize a certified
8 claim for rest breaks and given the high compliance rates for meal periods, and the apparent
9 compliant written policies. Defendant argued that the employees were instructed to take meal
10 periods timely, that employees were not permitted to perform any work during the meal periods
11 and that employees were instructed to let Defendant know if employees did not take a meal period.
12 Plaintiff also argued Defendant failed to pay for all hours and failed to pay for all hours worked
13 and reimburse employees for cell phone use due to occasional communication with certain
14 employees after hours via their personal cell phone. Plaintiff identified a conservative 10 (0.166)
15 minutes per workweek of off the clock time. This resulted in approximately (0.166 (\$3.79) X
16 103,000 workweeks) = \$390,000. Defendant argued it provided cell phones, had a policy to
17 reimburse employees, and also instructed employees to accurately record their time and prohibited
18 employees from working off the clock. The LC 2802 claim was valued at (25,750 months X \$5
19 per month = \$128,750.

20 15. The regular rate claims were given zero value due to the lack of evidence that
21 additional remuneration was paid that was required to be included in the overtime and meal
22 period premium rates.

23 16. The Labor Code section 203 claim was potentially valued at \$7,142,000 and the
24 Labor Code LC 226 was valued at approximately \$2,212,400. Given the defenses asserted for the
25 underlying meal and rest break claims and as a lack of evidence of the "willfulness" prong
26 necessary for a Labor Code §203 claim it is likely the LC 203 and LC 226 claims would not be
27 certified or ultimately provide value for the claims. The PAGA claim was valued at approximately
28 Defendants owe to class members \$10,400,000 in **PAGA penalties** (52,000 pay periods x \$200).

1 17. As a result, the GSA of \$450,000.00 represents a reasonable recovery and
2 approximately 50% of the actual damages less penalties. This recovery could easily be much
3 higher if at trial PAGA penalties were reduced or damages for certain pay periods or workweeks
4 could not be proven for certain individuals. The proposed GSA is within the “ballpark of
5 reasonableness” and should be approved. Counsel for Plaintiff believes that this is a fair and
6 reasonable Settlement in light of the complexities of the case, the state of the law and uncertainties
7 of class certification and litigation, the policies and practices Defendant has had in place or
8 implemented during the purported liability period, and the benefit to be recovered for the Class.
9 Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable and is in the
10 best interests of the Class Members, and should be finally approved.

11 18. Based on the Net Settlement Amount of \$211,018.87.00, on average each
12 Class Members Member will receive approximately \$83.45. The highest amount a Settlement
13 Class Member will receive is approximately \$549.78. The lowest payment is estimated to be
14 approximately \$0.29 for someone who worked only one workweek. To the extent any amount for
15 Attorneys’ Fees, Costs, Claims Administration Costs or Incentives are not awarded, the difference
16 in those amounts will be added to the NSA. This is a guaranteed amount of money paid to Class
17 Members now, rather than the continued risk of further
18 litigation and receiving no money sometime in the far future and after trial and appeals.

19 19. The PAGA members who worked during the PAGA period will be paid a PAGA
20 Payment based upon a pro rata share of the number of pay periods each PAGA member worked
21 compared to the total pay periods worked by all PAGA group members during the PAGA period
22 of July 20, 2021 through April 1, 2023. As a result, there are approximately 1,265 PAGA
23 members who will each receive approximately \$8.89 per PAGA member.

24 20. I believe that the consideration and terms set forth in the Settlement Agreement is
25 fair, reasonable, and adequate and are in the best interests of the Class Members in light of all
26 known facts and circumstances, including the various defenses asserted by Defendant, and
27 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
28 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex

litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered in agreeing to the proposed Settlement.

21. Further, beyond the risk of an adverse ruling on the merits or certification, Class Counsel considered the fact that continued litigation would likely take years and would be extremely expensive given the breadth and complexity of the claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely drag the case far into the future even with a positive trial result. When facing a distant and unsure resolution of the allegations in this action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the Class was a consideration favoring settlement. Given these realities, it is highly likely that the future expense of this litigation, and its likely duration if the settlement is not approved, would be significant and weigh heavily in favor of approval of this settlement.

22. Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable and is in the best interests of the Class Members, and should be finally approved.

Experience of Class Counsel

23. My practice is limited exclusively to litigation, focusing on the representation of employees in wage and hour and consumer class action matters I have a great deal of experience in wage and hour class action litigation. I have obtained certification of several classes, I have been approved as class counsel in many other wage/hour class actions, and I am currently litigating numerous others. Although not an all inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium wages for meal period and rest periods and resultant penalties. Case settled, Final Approval granted, no objections and funds fully distributed.

b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-

1 classification of insurance claims adjusters employed by Gallagher Bassett, a third
2 party administrator (TPA) in the State of California. Certification granted. Plaintiff's
3 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
4 fully distributed.

5 c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-
6 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
7 overtime and meal and rest break violations for production workers in the State of
8 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
9 Approval granted, no objections and funds fully distributed.

10 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
11 Wage and Hour Class Action case seeking past wages for meal and rest period
12 violations for retail employees in the State of California. Plaintiff's counsel appointed
13 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
14 distributed.

15 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
16 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
17 rest period violations for retail employees in the State of California. Plaintiff's
18 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
19 objections and funds fully distributed.

20 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
21 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
22 wages for overtime, meal and rest break violations for driver employees in the State of
23 California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class.
24 Arbitration Award confirmed. Plaintiff's counsel, lead trial counsel and class counsel.
25 Case settled, Final Approval granted, no objections and funds fully distributed.

26 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
27 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
28 overtime, meal and rest breaks violations for production employees in the State of

1 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval
2 granted, no objections and funds fully distributed.

3 h. *Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al., Riverside County
4 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
5 wages for overtime, meal and rest break violations for production employees in the
6 State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
7 Final Approval granted, no objections and funds fully distributed.

8 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
9 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
10 rest break violations for restaurant employees in the State of California. Plaintiff's
11 counsel appointed as lead counsel. Case settled, Final Approval granted and funds
12 fully distributed.

13 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
14 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
15 and rest break violations for security officers in the State of California. Plaintiff's
16 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
17 objections and funds fully distributed.

18 k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court,
19 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
20 seeking past wages for meal and rest break violations for security officers employed by
21 Defendant in the State of California. Plaintiff's counsel and co-counsel. Case settled,
22 Final Approval granted and funds fully distributed.

23 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior Court,
24 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
25 meal and rest break violations for housekeepers employed by Defendant in the State of
26 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval
27 granted, no objections and funds fully distributed.

28 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,

1 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
2 rest period violations for non-exempt employees employed by Defendant in the state of
3 California. Case settled. Final Approval granted, no objections and funds fully
4 distributed.

5 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
6 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
7 for field and branch employees of Defendant in the State of California. Plaintiff's
8 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections
9 and funds fully distributed.

10 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
11 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
12 employees of Defendant in the State of California. Plaintiff's counsel appointed as
13 lead counsel. Case settled, Final Approval granted, no objections and funds fully
14 distributed.

15 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
16 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
17 break violations for security guards employed by Defendant in the State of California.
18 Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no
19 objections and funds fully distributed.

20 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
21 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and
22 rest break violations for production employees employed by Defendant in the State of
23 California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval
24 granted, no objections and funds fully distributed.

25 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case
26 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
27 break violations for restaurant employees employed by Defendant in the State of
28 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final

Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by Defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by Defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled; final approval granted; no objections and funds fully distributed.

w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by Defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

Reasonableness of Attorneys' Fees

24. Here, the Parties' agreement to pay Class Counsel Award of \$150,000.00

(1/3 of the GSA) is reasonable. My firm has been the only counsel to represent Plaintiff and the Class Members in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

25. A review of my firm's detailed billing system reveals that to date, my firm as Class Counsel, on behalf of Plaintiff and the Class Members, invested approximately 230.70 hours litigating this matter through the date of this declaration for a total lodestar of **\$174,710** in fees. the lodestar fees are broken down as follows:

Name and Title of Professional	Hours	Rate (2023)	Lodestar
James Hawkins (Attorney)	81.90	\$950	\$ 85,995.00
Gregory Mauro (Attorney)	90.70	\$850	\$ 77,095.00
Melissa Whitson (Legal Assistant)	58.10	\$200	\$ 11,620.00
TOTAL HOURS AND LODESTAR FOR JAMES HAWKINS APLC	230.70		\$174,710

26. In addition to the requested attorneys' fees, our office has expended a total of **\$20,231.13** in costs in prosecuting this action. These costs have been necessary costs associated with prosecution of this important matter. Counsel for Plaintiff respectfully requests the Court grant the request to have these costs repaid from the Settlement. Attached as **Exhibit C** is a true and correct copy of Class Counsel James Hawkins costs bill.

27. Despite the complexity of the case, Class Counsel has, through the investment of substantial effort and the resources of my law firm been able to secure an outstanding settlement on behalf of the Class Members. Plaintiff would have faced substantial legal and factual obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been required to establish a significant amount of witness testimony, pattern and practice evidence, statistical

1 evidence, sampling evidence, expert testimony, and other evidence in order to present their case
2 both at the class certification stage and trial. Defendant has vigorously contested liability, the
3 amount of claimed damages, and the propriety of class certification, and would have continued to
4 do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate and
5 in the best interests of the Class Members. The fairness and adequacy of the Settlement is
6 confirmed by all known facts and circumstances, including the risk of significant delay and
7 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
8 potential appellate issues.

9 **Reasonableness of the General Release Payment**

10 28. The parties request payment of a General Release Payment from the non-
11 reversionary Gross Settlement Amount to the Class Representative in the amount of \$10,000.00 in
12 addition to the payment he is otherwise entitled to receive as a Class Member. The proposed
13 General Release Payment is reasonable compensation given the time and effort that the named
14 Plaintiff devoted to this case; the valuable assistance they provided to Class Counsel; and the fact
15 that they entered into a general release of claims that is broader than the release of the Class.

16 29. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case,
17 including providing factual background for the Class Complaint; reviewing the relevant
18 documents, and Complaint; participating in discovery; participating in phone calls with their
19 lawyers to discuss litigation and settlement strategy; and reviewing the settlement documents.
20 Plaintiff agreed to participate in this case with no guarantee of personal benefit. Attached hereto as
21 **Exhibit D** is a true and correct copy of the declaration of Plaintiff Taft.

22 I declare under penalty of perjury that the foregoing is true and correct. Executed on
23 February 22, 2024 at Irvine, California.

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25 James R. Hawkins
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Exhibit A

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12 Attorneys for Plaintiff MARK D. TAFT,
13 individually and on behalf of all others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 MARK D. TAFT, individually and on behalf
17 of all others similarly situated,

18 Plaintiff,

19 v.

20 SALADINO'S INC., a California Corporation;
21 and DOES 1-50, inclusive,

22 Defendants.

CASE NO.: 34-2021-00304 595

Hon. ~~Lauri A. Damrell~~
Jill Talley

AMENDED ~~[PROPOSED]~~ ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: October 20, 2023
Time: 9:00 a.m.
Dept.: ~~2827~~

FILED
Superior Court of California
County of Sacramento
12/12/2023
T. Shaddix, Deputy



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The Court, having fully reviewed the Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Amended Settlement Agreement, including the Amended proposed Notice of Proposed Settlement Class Action Settlement, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY

1 CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC
2 BE CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
3 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

4 The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendant
5 appear to be within the range of reasonableness of a settlement which could ultimately be given
6 final approval by this Court. The Court preliminarily finds that the terms of the Settlement are
7 fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

8 The Court notes that Defendants have agreed to a non-reversionary GSA of \$450,000.00.
9 Defendant will pay out the entirety of the TSA to the Participating Class Members and PAGA
10 Settlement Group Members, less deductions for attorneys' fees and costs, the service payment,
11 reasonable expenses of the third-party Settlement Administrator, and the LWDA for PAGA
12 penalties.

13 The Court finds that the elements of numerosity, commonality, typicality and adequacy
14 have been established to support conditional certification of the Settlement Class for settlement
15 purposes, with Plaintiff acting as the Class Representative.

16 The Court hereby appoints, for settlement purposes, Plaintiff Mark D. Taft as the Class
17 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
18 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
19 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

20 The Class as identified in the Settlement is provisionally certified by this Order.

21 The Court finds that the proposed manner of class notice is adequate.

22 The Court approves APEX Class Action Administrators to serve as the Settlement
23 Administrator.

24 The Court further hereby approves the Amended proposed Notice of Class Action
25 Settlement and Orders to the notice to be mailed to the Settlement Class.

26 The Court finds that the Amended Notice of Class Action Settlement constitutes the best
27 notice practicable under the circumstances, is in full compliance with the laws of the State of
28 California and, to the extent applicable, the United States Constitution and the requirements of

1 due process. The Court further finds that the Notice of Class Action Settlement fully and
2 accurately informs Settlement Class Members of all material elements of the proposed Settlement,
3 of each Settlement Class Member's right to be excluded from the Settlement Class, and each
4 Settlement Class Member's right and opportunity to object to the proposed Settlement. The
5 Amended Notice of Class Action Settlement adequately advises the Class about: the Class Action;
6 the terms of the proposed Settlement and the benefits available to each Settlement Class Member;
7 each Settlement Class Member's right to participate, submit an exclusion/Opt-Out, or Objection
8 to the proposed Settlement, and the timing and procedures for doing so; the temporary and
9 conditional certification of the Settlement Class for settlement purposes only; preliminary Court
10 approval of the proposed Settlement; timing and procedures for distributing the Gross Settlement
11 and the Individual Settlement Payments to the Participating Class Members; and the date of the
12 Final Approval Hearing as well as the rights of the Settlement Class to file documentation in
13 support of or in opposition to and appear in connection with said hearing.

14 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY
15 APPROVES THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that
16 mailing to the last known address of the Settlement Class, as specifically described within the
17 Settlement Agreement, constitutes an effective method of notifying Settlement Class Members
18 of their rights with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY
19 ORDERED that:

20 Upon the Court granting preliminary approval of this Agreement, Defendant shall
21 provide the Settlement Administrator with the Class Information within ten (10) business days
22 for purposes of mailing the Notice of Class Action Settlement to the Class Members. No later
23 than three (3) business days after receipt of the Class Information, the Settlement Administrator
24 shall notify counsel for the Parties that the list has been received and state the number of Class
25 Members included in the Class Information.

26 IT IS FURTHER ORDERED that upon receipt of the Class Information, the Settlement
27 Administrator will perform a search based on the National Change of Address Database to update
28 and correct any known or identifiable address changes. Within thirty (30) calendar days of the

1 Preliminary Approval Date, the Settlement Administrator shall mail copies of the Notice of Class
2 Action Settlement to all Class Members via regular First-Class U.S. Mail with a return postage-
3 paid envelope. The Settlement Administrator shall exercise its best judgment to determine the
4 current mailing address for each Class Member, including performing a skip-trace to identify any
5 updated addresses. The address identified by the Settlement Administrator as the current mailing
6 address shall be presumed to be the best mailing address for each Class Member. A reminder
7 postcard will be mailed out 30 days after the Class Notice is mailed to Class Members.

8 IT IS FURTHER ORDERED that any Notice of Class Action Settlement returned to the
9 Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed
10 once to the forwarding address affixed thereto. If no forwarding address is provided, the
11 Settlement Administrator shall promptly attempt to determine a correct address by use of skip-
12 tracing, or other search using the name, address and/or social security number of the Class
13 Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail
14 within five (5) calendar days of receiving notice that a notice was undeliverable. Class Members
15 who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline
16 extended by the longer of fourteen (14) calendar days from the date of re-mailing or the remaining
17 original Response Deadline period

18 IT IS FURTHER ORDERED that Class Members who disagree with the number of
19 eligible workweeks stated on their Class Notice will provide documentation and/or an
20 explanation to show contrary information by the Response Deadline. If there is a dispute, the
21 Settlement Administrator will consult with the Parties to determine whether an adjustment is
22 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
23 any Individual Settlement Payments under the terms of this Agreement. The Settlement
24 Administrator's determination of the eligibility for and amount of any Individual Settlement
25 Payment shall be binding upon the Class Members and the Parties. In the absence of
26 circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a
27 rebuttable presumption of accuracy.

28 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement

1 Administrator concerning the administration of the Settlement will be resolved by the Court,
2 under the laws of the State of California. Prior to any such involvement of the Court, counsel for
3 the Parties will confer in good faith to resolve the disputes without the necessity of involving the
4 Court.

5
6 IT IS FURTHER ORDERED that Class Members who wish to exclude themselves from
7 the Settlement must submit a Request for Exclusion by the Response Deadline. The Notice will
8 state that the Request for Exclusion: (1) must contain the name, address, and telephone number
9 of the Class Member requesting exclusion; (2) must contain a statement expressing that the Class
10 Member elects to be excluded from the Settlement; (3) must be signed by the Class Member; and
11 (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement
12 Administrator at the specified address or fax number. The Request for Exclusion will be deemed
13 invalid if it does not contain a Class Member's name, address, signature, and a statement
14 requesting exclusion. The date of the postmark on the return mailing envelope or fax stamp on
15 the Request for Exclusion shall be the exclusive means used to determine whether a Request for
16 Exclusion has been timely submitted. If the Settlement Administration is unsure of the validity of
17 a Request for Exclusion, it must provide a copy of the Request for Exclusion to the Parties to
18 review and make a determination as to its validity. Any Class Member who requests to be
19 excluded from the Settlement Class will not be entitled to any recovery under the Settlement and
20 will not be bound by the terms of the Settlement or have any right to object, appeal, or comment
21 thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before
22 the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment
23 entered in this Lawsuit if the Settlement is approved by the Court. No later than five (5) calendar
24 days after the Response Deadline, the Settlement Administrator shall provide counsel for the
25 Parties with a complete list of all members of the Settlement Class who have timely submitted a
26 Request for Exclusion.

27 IT IS FURTHER ORDERED that the Amended Notice of Class Action Settlement shall
28 state that Class Members who wish to object to the Settlement may do so in person at the Final

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1 Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be
2 mailed or faxed to the Settlement Administrator by the Response Deadline. The date of mailing
3 on the envelope or the date of the fax transmission shall be deemed the exclusive means for
4 determining that a Notice of Objection was timely received. The Notice of Objection must be
5 signed by the Class Member and state: (1) the full name of the Class Member; (2) the basis for
6 the objection; and (3) if the Class Member intends to appear at the Final Approval Hearing. The
7 Settlement Administration must provide a copy of written objections to the Parties within three
8 (3) calendar days of receipt. Class Counsel will ensure that any Notices of Objection received by
9 the Settlement Administrator by the Response Deadline are filed with the Court along with the
10 Motion for Final Approval. Either of the Parties may file a responsive document to any objection
11 at least ten (10) court days before the Final Approval Hearing. Any attorney who will represent
12 an individual objecting to this Settlement who has not filed a written objection must file a notice
13 of appearance with the Court and serve Class Counsel and counsel for Defendant no later than the
14 Response Deadline. Class Counsel shall not represent any Class Members with respect to any
15 such objections.

16 IT IS FURTHER ORDERED that any Class Member who fails to submit a timely written
17 objection or to present an objection in person at the Final Approval Hearing shall be deemed to
18 have waived any objections and shall be foreclosed from making any objection to the Settlement
19 whether by appeal or otherwise. An individual who submits a valid Request for Exclusion may
20 not object to the Settlement.

21 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on March 15,
22 2024 at 9:00 a.m. in Department 27 of the above captioned Courthouse to consider the fairness,
23 adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order
24 Granting Preliminary Approval, and to consider the application of Class Counsel for an award of
25 attorneys' fees, costs, and class representative enhancement. The Court may continue the Final
26 Approval Hearing to another date at its discretion.

27 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
28 Final Approval and application for attorneys' fees and costs and class representative enhancement

1 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
2 Approval Hearing.

3 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file
4 an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any
5 reason whatsoever, the Amended Settlement Agreement and the proposed Settlement which is the
6 subject of this Order and all evidence and proceedings had in connection therewith shall be
7 without prejudice to the status quo ante rights of the Parties to the litigation as more specifically
8 set forth in the Settlement Agreement.

9 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
10 this matter except those contemplated herein and in the Amended Settlement Agreement are
11 stayed.

12 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
13 Hearing from time to time without further notice to the Class.

14 IT IS SO ORDERED.

15
16 Dated: 12/12/2023, 2023



Jill Talley
Honorable ~~Lauri A. Damrell~~
Jill Talley
JUDGE OF THE SUPERIOR COURT

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Exhibit B

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Attorneys for Defendant
SALADINO'S, INC.

SACRAMENTO COUNTY SUPERIOR COURT

MARK D. TAFT, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SALADINO'S, INC., a Delaware
Corporation, and Does 1 through 50, inclusive

Defendants.

Case No. 34-2021-00304595-CU-OE-GDS
Related Case No. 34-2021-00310936

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: July 20, 2021

1 This Amended Joint Stipulation of Class Action Settlement and Release of Claims
2 (“Stipulation” or “Settlement”) is entered into by and between plaintiff Mark D. Taft (“Plaintiff”),
3 individually and on behalf of all others similarly situated and the State of California, as a private
4 attorney general, on the one hand, and defendant Saladino’s, Inc. (“Defendant”) on the other hand
5 (collectively referred to as “the Parties”).

6 This Settlement shall be binding on Plaintiff, the current and former employees he seeks to
7 represent, on Defendant, and on their respective counsel, subject to the terms and conditions
8 definitions, recitals, and terms set forth herein and to the approval of the Court.

9 **I. DEFINITIONS**

10 **1. Action**

11 “Action” or “Lawsuit” is defined as *Mark D. Taft v. Saladino’s, Inc., et al.*, which was filed
12 in Sacramento County Superior Court (Case No. 34-2021-00304595). This settlement also covers
13 the claims alleged by Plaintiff in his separately filed PAGA action titled *Mark D. Taft v. Saladino’s,*
14 *Inc., et al* which was also filed in Sacramento County Superior Court (Case No. 34-2021-00310936)
15 (“PAGA Action”).

16 **2. Class Counsel**

17 “Class Counsel” means James Hawkins, APLC, who, subject to Court approval, shall act as
18 counsel for the Settlement Class.

19 **3. Class Counsel Award**

20 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution
21 of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this
22 Lawsuit.

23 **4. Class Information**

24 “Class Information” means information regarding Class Members that Defendant will in
25 good faith compile from Defendant’s internal and currently available electronic timekeeping records
26 and provide to the Settlement Administrator. To the extent possible, it shall be formatted as a
27 Microsoft Excel spreadsheet. It shall include: each Class Member’s full name; last known address;
28 last known home telephone number; social security number; and Compensable Work Weeks.

1 **5. Class Members**

2 All non-exempt employees that worked for Defendant in California between July 26, 2018
3 through April 1, 2023 (“Class Period”). Defendant represents there are 2,372 employees as of
4 February 1, 2023.

5 **6. Class Representative**

6 “Class Representative” means Plaintiff Mark D. Taft.

7 **7. Consideration to Plaintiff for Full Release – General Release Payment**

8 “General Release Payment” means Plaintiff shall receive \$10,000 as consideration for
9 Plaintiff entering into a full general release of claims against Defendant, including a waiver under
10 Code of civil Procedure section 1542 (“General Release Payment”). The individual settlement
11 agreement and full release of claims shall be contingent upon Court approval of the settlement.

12 **8. Compensable Work Weeks**

13 “Compensable Work Weeks” means the number of weeks in which Class Member(s) worked
14 as a non-exempt employee for Defendant in the State of California during the Class Period based on
15 information from Defendant’s internal and currently available electronic timekeeping records.

16 **9. Complaint**

17 “Complaint” means the Operative Class Complaint, which was filed on July 20, 2021.

18 **10. Court**

19 “Court” means the Los Angeles County Superior Court in the State of California.

20 **11. Defendant**

21 “Defendant” means Saladino’s, Inc. and includes their past, present and/or future, direct
22 and/or indirect, officers, directors, members, managers, employees, agents, representatives,
23 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
24 affiliates, divisions, predecessors, successors, assigns, and joint venturers.

25 **12. Effective Date**

26 “Effective Date” of the Settlement means the date on which the Court’s order granting Final
27 Approval of this Joint Stipulation becomes final. Such order becomes final upon the following
28

1 events: (i) upon the Court issuing the Final Approval Order granting approval of this Settlement
2 Agreement if no objections to the settlement are filed, or if an objection is filed but is withdrawn
3 prior to the Court's Final Approval Hearing; or (ii) in the event there are written objections filed
4 prior to the Final Approval Hearing which are not thereafter withdrawn prior to the hearing, the later
5 of the following events: (a) the day after the last day by which a notice of appeal of the order may be
6 timely filed with an appellate court, and none is filed; (b) if an appeal is filed and is finally disposed
7 of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further
8 review of the appellate court's decision passes and no further review is requested; (c) if an appeal is
9 filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the appellate court,
10 and further review of the appellate court's decision is requested, the day after the request for review
11 is denied with prejudice and/or no further review of the order can be requested; or (d) if review is
12 accepted, the day the appellate court affirms the Settlement.

13 **13. Final Approval Hearing**

14 "Final Approval Hearing" means the final hearing held to ascertain the fairness,
15 reasonableness, and adequacy of the Settlement.

16 **14. Final Judgment**

17 "Final Judgment" means a judgment issued by the Court approving this Agreement as binding
18 upon the Parties.

19 **15. Gross Settlement Amount**

20 "Gross Settlement Amount" means the agreed upon settlement amount totaling \$450,000.00
21 (Four-Hundred and Fifty Thousand Dollars and Zero Cents) to be paid by Defendant in full
22 settlement of the Released Claims, and includes without limitation the Class Counsel Award, General
23 Release Payment, Individual Settlement Payments, PAGA Settlement Amount, and Settlement
24 Administrator Costs. In no event shall Defendant be liable for more than the Gross Settlement
25 Amount, except that Defendant's portion of payroll taxes will be paid separately and in addition to
26 the Gross Settlement Amount.

27 **16. Individual Settlement Payment**

28 "Individual Settlement Payment" means the amount paid from the Net Settlement Fund to a

Settlement Class Member, based upon his/her Compensable Work Weeks.

17. Individual PAGA Payment

“Individual PAGA Payment” means the amount paid from the PAGA Settlement Amount to an Aggrieved Employee, based upon his/her Compensable Pay Periods.

18. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

19. Net Settlement Fund

“Net Settlement Fund” means the Gross Settlement Amount, less Court-approved Class Counsel Award, General Release Payment, payment to the LWDA, and Settlement Administration Costs.

20. Notice of Class Action Settlement

“Notice of Class Action Settlement” means the Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval substantially in the form attached hereto as Exhibit A, which shall include an estimated individual settlement payment, number of workweeks worked, dates of employment, how to opt-out of the settlement, and how to object to the settlement, how to dispute the number of estimated workweeks worked, and that Aggrieved Employees will be bound by the PAGA release and receive payment even if they opt out of class action settlement.

21. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2699 et seq.

22. Aggrieved Employees

All non-exempt employees who worked for Defendant in California from July 20, 2021 through April 1, 2023 (“PAGA Period”).

23. PAGA Settlement Amount

“PAGA Settlement Amount” means the payment made hereunder to the LWDA and Aggrieved Employees pursuant to PAGA. The Parties will seek approval from the Court for a total PAGA Settlement Amount of \$45,000, which shall be allocated and paid as follows: 75% (\$33,750) out of the Gross Settlement Amount to the California Labor and Workforce Development Agency

(“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$11,250) from the Net Settlement Amount paid and distributed to the Aggrieved Employees based on the number of pay periods worked as an Aggrieved Employee during the PAGA Period. If the Court approves a different total PAGA Settlement Amount, the amount shall be allocated and paid using the same percentages. Aggrieved Employees will receive a PAGA Payment and are bound by the PAGA release even if they opt out of class action settlement.

24. “PAGA Payment” means the payment to the State of California LWDA and the Employees in settlement of all claims for PAGA penalties as defined in this Settlement Agreement.

25. PAGA Period

“PAGA Period” means the period from July 20, 2021 through April 1, 2023.

26. Parties

“Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean Plaintiff or Defendants, individually.

27. Payment Ratio for Settlement Class Members

“Payment Ratio” means the respective Compensable Work Weeks during which an employee worked, in proportion to the aggregate number of Compensable Work Weeks worked by all Class Members.

28. Payment Ratio for Aggrieved Employees

“Payment Ratio” means the respective Compensable Pay Periods during which an employee worked, in proportion to the aggregate number of Compensable Pay Periods worked by all Aggrieved Employees during the PAGA Period.

29. Plaintiff

“Plaintiff” means Plaintiff Mark D. Taft.

30. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the settlement.

31. Class member Released Claims

Plaintiff and Class Members release Defendant and any parent, subsidiary, affiliate,

predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof, (collectively the “Released Parties”), from any and all claims during the time period of July 20, 2018 through April 1, 2023, alleged in the Class Complaint or those that could have been brought based on the claims asserted in the operative Class Complaint including the following: 1) failure to provide meal periods; 2) failure to provide rest periods, 3) failure to pay wages (including overtime or minimum wages based on theories of alleged off-the-clock work, miscalculation of the regular rate of pay for overtime, meal period or rest break premium wages and paid sick leave), 4) making unlawful deductions from earned wages without authorization; 5) failure to pay all wages due to discharged and quitting employees; 6) failure to furnish accurate itemized wage statements; 7) failure to reimburse for necessary business expenses; 8) engaging in unfair business practices.

32. Aggrieved Employees Released Claims

Plaintiff and Aggrieved Employees release Defendant and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof, (collectively the “Released Parties”), from any and all claims during the time period of July 20, 2018 through April 1, 2023, alleged in the PAGA Civil Complaint or those that could have been brought based on the claims asserted in the operative PAGA Civil Complaint and/or the LWDA letter including the following claims under PAGA: 1) failure to provide meal periods; 2) failure to provide rest periods, 3) failure to pay wages (including overtime or minimum wages based on theories of alleged off-the-clock work, miscalculation of the regular rate of pay for overtime, meal period or rest break premium wages and paid sick leave), 4) making unlawful deductions from earned wages without authorization; 5) failure to pay all wages due to discharged and quitting employees; 6) failure to furnish accurate itemized wage statements; 7) failure to reimburse for necessary business expenses; 8) engaging in unfair business practices.

33. Plaintiff’s Individual Released Claims

Plaintiff agrees to further release the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or

latent, that have been or could have been asserted by Plaintiff, or the heirs, successors and/or assigns of Plaintiff, whether directly, indirectly, representatively, derivatively or in any other capacity, arising at any time prior to the date that the court grants approval of the settlement. As to the Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code Section 1542 reads as follows:

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

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of their Released Claims, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all Released Claims which Plaintiff does not know or suspects to exist in his favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Released Claims. The parties understand that the General Release does not release any claims that they cannot lawfully release. The parties are not waiving any right that cannot be waived by law. It is also understood and agreed by Defendant that this release does not limit Plaintiff from filing and seeking damages for any alleged injury under Workers' Compensation laws and/or unemployment insurance claims that are currently pending, or may be filed in the future. This release is intended to waive and release any claims under Labor Code sections 132a and 4553. The parties understand that the General Release does not apply to any Class Members other than Plaintiff Taft.

34. Released Parties

"Released Parties" means Defendant and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof.

35. Request for Exclusion

"Request for Exclusion" means a letter setting forth a Class Member's name, present address,

and a simple statement electing to be excluded from the Settlement.

36. Response Deadline

“Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement. If the forty-fifth (45th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

37. Settlement

“Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to this Joint Stipulation of Class Action Settlement and Release of Claims.

38. Settlement Administrator

“Settlement Administrator” means the third-party company that is responsible for administering the Settlement. This Settlement Administrator is APEX Class Action Administrators. The Settlement Administrator will agree to comply with Defendant’s data security protocols. In the event that APEX Class Action Administrators does not agree to comply with Defendant’s data security protocols, the Parties will designate another Settlement Administrator.

39. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement, currently estimated at \$25,000.

40. Settlement Class Members

“Settlement Class Members” means those Class Members who did not file a valid and timely Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

II. RECITALS

1. Class Certification.

The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties shall work together in

1 good faith to agree on a revised settlement agreement to address the Court's concerns. If the Parties
2 are unable to reach agreement, or the Court does not grant either preliminary or final approval of the
3 revised settlement, the Parties agree that this stipulation regarding class certification will be revoked
4 and the Parties will return to a point in litigation prior to the execution of this Agreement.

5 **2. Procedural History**

6 On July 20, 2021, Plaintiff sent the LWDA notice, via online filing, of his intent to file an
7 action against Defendant to seek civil penalties under PAGA. On November 9, 2021 Plaintiff filed a
8 PAGA Representative Action in Sacramento County Superior Court, Case No. 34-2021-00310936.

9 On July 20, 2021, Plaintiff filed a Class Action Complaint in Sacramento County Superior
10 Court, Case No. 34-2021-00304595.

11 On or about March 31, 2022, the Parties entered into a Stipulation and proposed order to
12 privately mediate. The proposed order was granted by this court on or about April 14, 2022.

13 On November 22, 2022, the Parties attended a full-day mediation with experienced mediator
14 Michael Dickstein. After a full-day's mediation and subsequent continued negotiations with the
15 assistance of the mediator, the Parties reached an agreement to settle the claims as provided herein,
16 to settle Plaintiff's claims on a class-wide and PAGA basis and on or about March 1, 2023 executed
17 a Memorandum of Understanding.

18 Defendant denies any liability or wrongdoing of any kind associated with the claims asserted
19 in Plaintiff's Action, disputes the damages and penalties claimed by Plaintiff, and further contends
20 that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or
21 representative action treatment. This Stipulation is a compromise of disputed claims. Nothing
22 contained in this Stipulation, no documents referred to herein, and no action taken to carry out this
23 Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or
24 lack thereof of the claims asserted in this Action. Defendant contends, among other things, that, at
25 all times, it has complied with all applicable state, federal and local laws related to the Class
26 Members' employment.

27 The Class Representative is represented by Class Counsel. Class Counsel conducted an
28 investigation into the facts relevant to the Action, including reviewing documents and information

provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

3. Benefits of Settlement to Class Members.

Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class Members. Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial relief upon the members of the Class. Based on the foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the putative class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, Defendant's financial condition, numerous potential appellate issues, and other risks inherent in litigation.

4. Defendant's Reasons for Settlement.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiff and Class Members. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant continues to

1 contend that it is not liable for any of the claims set forth by Plaintiff in this Action, Defendant has
2 agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to
3 rest the claims in this Lawsuit. Defendant contends that it has complied with all applicable state,
4 federal, and local laws.

5 **5. Settlement of Disputed Claims.**

6 This Agreement is a compromise of disputed claims. Defendant contends that the Released
7 Class Claims and the Released PAGA Claims have no merit and do not give rise to liability. Plaintiff
8 and Settlement Class Members have claimed and continue to claim that the Released Class Claims
9 and the Released PAGA Claims have merit and give rise to liability on the part of Defendant. This
10 Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents
11 referred to herein, and no action taken to carry out this Agreement, may be construed or used as an
12 admission by or against the Settlement Class Members or Class Counsel as to the merits or lack
13 thereof of the claims asserted in this Action.

14 **III. TERMS OF AGREEMENT**

15 **1. Release as to All Settlement Class Members.**

16 As of the Effective Date, all Settlement Class Members will release the Released Parties from
17 the Released Class Claims, whether known or unknown. To be clear, the scope of this release is
18 limited to the Released Class Claims. Settlement Class Members may later discover facts or legal
19 arguments in addition to or different from those that they now know or currently believe to be true
20 with respect to the Released Class Claims. Regardless, the discovery of new facts or legal arguments
21 shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this
22 Agreement, Plaintiff and Settlement Class members shall be deemed to have, and by operation of the
23 final judgment approved by the Court, shall have, fully, finally, and forever settled and released all
24 of the Released Class Claims. The Parties understand and specifically agree that the scope of this
25 Release described in this Paragraph is a material part of the consideration for this Agreement, was
26 critical in justifying the agreed upon economic value of the Settlement and without it, Defendant
27 would not have agreed to the consideration provided, and is narrowly drafted and necessary to ensure
28 that Defendant is obtaining peace of mind regarding the resolution of the claims that were or could

1 have been alleged based on facts, causes of action, and legal theories contained in the Action.

2 Defendant shall be entitled to a release of all Released Class Claims which occurred during
3 the Class Period only during such time that the Settlement Class Member was non-exempt, and
4 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
5 unemployment insurance, disability, social security, workers' compensation, claims while classified
6 as exempt, and claims outside of the Class Period.

7 **2. Release as to all Aggrieved Employees**

8 As of the Effective Date, all Aggrieved Employees will release the Released Parties from the
9 Released PAGA Claims, whether known or unknown. To be clear, the scope of this release is limited
10 to the Released PAGA Claims. Aggrieved Employees may later discover facts or legal arguments in
11 addition to or different from those that they now know or currently believe to be true with respect to
12 the claims, causes of action, and legal theories of the Action. Regardless, the discovery of new facts
13 or legal arguments shall in no way limit the scope or definition of the Released PAGA Claims, and
14 by virtue of this Agreement, Plaintiff and Aggrieved Employees shall be deemed to have, and by
15 operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled
16 and released all of the Released PAGA Claims. The Parties understand and specifically agree that
17 the scope of this Release described in this Paragraph is a material part of the consideration for this
18 Agreement, was critical in justifying the agreed upon economic value of the Settlement and without
19 it, Defendant would not have agreed to the consideration provided, and is narrowly drafted and
20 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of the claims
21 that were or could have been alleged based on facts, causes of action, and legal theories contained in
22 the Action.

23 **3. Release of Claims by Plaintiff**

24 As of the Effective Date, Plaintiff releases the Released Parties from all of the Released
25 Claims during the Class Period. Plaintiff, for himself and his heirs, successors and assigns, further
26 waives, releases, acquits and forever discharges the Released Parties from any and all claims, actions,
27 charges, complaints, grievances and causes of action, of whatever nature, whether known or
28 unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including,

but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act (FLSA), the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code §§17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance.

Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code §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 may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant.

4. Tax Liability and Medicare.

The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members understand and agree that they

1 will be responsible for the payment of taxes and penalties assessed on the payments described herein
2 and will hold the Parties free and harmless from and against any claims resulting from treatment of
3 such payments as non-taxable damages, including the treatment of such payment as not subject to
4 withholding or deduction for payroll and employment taxes. Moreover, this Agreement is based upon
5 a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted
6 responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b),
7 especially since this is strictly a wage and hour case. The Parties resolved this matter in compliance
8 with both state and federal law. The Parties made every effort to adequately protect Medicare's
9 interest and incorporate such into the settlement terms. Plaintiff warrants that he is not a Medicare
10 beneficiary as of the date of this Agreement. As such, no conditional payments have been made by
11 Medicare.

12 **5. Circular 230 Disclaimer.**

13 Each Party to this Agreement (for purposes of this section, the "acknowledging party" and
14 each Party to this Agreement other than the acknowledging party, an "other party") acknowledges
15 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
16 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall
17 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
18 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
19 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
20 independent legal and tax counsel for advice (including tax advice) in connection with this
21 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
22 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
23 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
24 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
25 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
26 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
27 acknowledging party of the tax treatment or tax structure of any transaction, including any
28 transaction contemplated by this Agreement.

1 **6. Preliminary Approval of Settlement.**

2 Promptly upon execution of this Agreement, Plaintiff will move the Court to grant
3 preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting
4 a date for the Final Approval Hearing. All Parties agree to work diligently and cooperatively to have
5 this Settlement presented to the Court for preliminary approval. The proposed preliminary approval
6 order shall provide for the Notice of Class Action Settlement to be sent to Settlement Class Members
7 as specified herein.

8 **7. Settlement Administrator.**

9 Upon the Court granting preliminary approval of this Agreement, Defendant shall provide
10 the Settlement Administrator with the Class Information within ten (10) business days for purposes
11 of mailing the Notice of Class Action Settlement to the Class Members. No later than three (3)
12 business days after receipt of the Class Information, the Settlement Administrator shall notify
13 counsel for the Parties that the list has been received and state the number of Class Members included
14 in the Class Information.

15 **8. Notice by First Class U.S. Mail.**

16 Upon receipt of the Class Information, the Settlement Administrator will perform a search
17 based on the National Change of Address Database to update and correct any known or identifiable
18 address changes. Within thirty (30) calendar days of the Preliminary Approval Date, the Settlement
19 Administrator shall mail copies of the Notice of Class Action Settlement to all Class Members via
20 regular First-Class U.S. Mail with a return postage-paid envelope. The Settlement Administrator
21 shall exercise its best judgment to determine the current mailing address for each Class Member,
22 including performing a skip-trace to identify any updated addresses. The address identified by the
23 Settlement Administrator as the current mailing address shall be presumed to be the best mailing
24 address for each Class Member. A reminder postcard will be mailed out 30 days after the Class
25 Notice is mailed to Class Members.

26 **9. Undeliverable Notices.**

27 Any Notice of Class Action Settlement returned to the Settlement Administrator as
28 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address

affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within five (5) calendar days of receiving notice that a notice was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended by the longer of fourteen (14) calendar days from the date of re-mailing or the remaining original Response Deadline period.

10. Disputes Regarding Individual Settlement Payments.

Class Members will have the opportunity, should they disagree with Defendant's records regarding the weeks worked stated on their Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Members and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

11. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

12. Requests for Exclusion.

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Notice will state that the Request for Exclusion: (1) must contain the name, address, and telephone number of the Class Member requesting exclusion; (2) must contain a statement expressing that the

Class Member elects to be excluded from the Settlement; (3) must be signed by the Class Member; and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax number. The Request for Exclusion will be deemed invalid if it does not contain a Class Member's name, address, signature, and a statement requesting exclusion. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If the Settlement Administration is unsure of the validity of a Request for Exclusion, it must provide a copy of the Request for Exclusion to the Parties to review and make a determination as to its validity. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is approved by the Court. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Settlement Class who have timely submitted a Request for Exclusion. Aggrieved Employees will continue to be bound by the PAGA Release even if they exclude themselves from the Class Release.

13. Objections.

The Notice of Class Action Settlement shall state that Class Members who wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be mailed or faxed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope or the date of the fax transmission shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the basis for the objection; and (3) if the Class Member intends to appear at the Final Approval Hearing. The Settlement Administration must provide a copy of written objections to the Parties within three (3) calendar days of receipt. Class Counsel will ensure that any Notices of

Objection received by the Settlement Administrator by the Response Deadline are filed with the Court along with the Motion for Final Approval. Either of the Parties may file a responsive document to any objection at least ten (10) court days before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant no later than the Response Deadline. Class Counsel shall not represent any Class Members with respect to any such objections.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

An individual who submits a valid Request for Exclusion may not object to the Settlement.

14. No Solicitation of Settlement Objections or Exclusions.

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either written objections to the Settlement or requests for exclusion from the Settlement, or to appeal from the Court's Final Judgment.

15. Funding and Allocation of Gross Settlement Amount.

No later than sixty (60) calendar days after the Court signs the motion for final approval and judgment, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this Agreement, and the employer's share of payroll taxes due on the portion of the Individual Settlement Payments that is allocated to wages. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment. Within five (5) calendar days of the receipt of the Gross Settlement Amount, the Settlement Administrator shall make the Settlement payments as specified in this Settlement Agreement,

16. Net Settlement Fund.

The Net Settlement Fund will be determined by the Settlement Administrator by subtracting the Court-approved Class Counsel Award, General Release Payment, PAGA Settlement Amount to

the LWDA, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Fund is \$134,166. The Parties estimate the amount of the Net Settlement Fund as follows:

Gross Settlement Amount:	\$ 450,000
General Release Payment:	\$ 10,000
Class Counsel Award:	\$ 150,000
Class Counsel Costs:	\$ 25,000 (not to exceed)
PAGA Settlement Amount to the LWDA	\$ 45,000
Settlement Administrator Costs:	\$ 25,000
Anticipated Net Settlement Fund	\$ 195,000

This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount, which includes, Class Counsel Award, General Release Payment, Individual Settlement Payments, PAGA Settlement Amount, and Settlement Administrator Costs. No portion of the Gross Settlement Amount will revert to Defendant.

Defendant's share of payroll taxes due on the portion of the Individual Settlement Payments allocated to wages, including but not limited to Defendant's FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Amount.

17. Individual Settlement Payments.

Individual Settlement Payments to Settlement Class Members and Aggrieved Employees will be paid from the Net Settlement Fund and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Settlement Class Member's last known mailing address within five (5) calendar days after Defendant makes the settlement payment. All Individual Settlement Payments to Settlement Class Members will be allocated as follows: 1/3 wages, 1/3 interest and 1/3 penalties. All Individual Settlement Payments to Aggrieved Employees will be allocated as one hundred percent (100%) penalties.

1 **18. Settlement Class Member's Payment Ratio.**

2 Settlement Class Members will be paid on a pro-rata basis. A Settlement Class Member's
3 Individual Settlement Payment will be based on the number of Compensable Work Weeks during
4 which they worked in proportion to the aggregate number of Compensable Work Weeks worked by
5 all Class members, reduced as necessary to account for the employee's mandatory payroll
6 withholdings.

7 **19. Aggrieved Employee's Individual Settlement Payment and PAGA Ratio**

8 The Parties will seek approval from the Court for a total PAGA Settlement Amount of
9 \$45,000, which shall be allocated and paid as follows: 75% (\$33,750) out of the Gross Settlement
10 Amount to the California Labor and Workforce Development Agency ("LWDA") as the LWDA's
11 share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25%
12 (\$11,250) from the Net Settlement Amount paid and distributed to the Aggrieved Employees based
13 on the number of pay periods worked as an Aggrieved Employee during the PAGA Period. If the
14 Court approves a different total PAGA Settlement Amount, the amount shall be allocated and paid
15 using the same percentages.

16 **20. Payment to Settlement Class Member and Aggrieved Employees.**

17 Checks shall be made payable to each Settlement Class Member and/or Aggrieved Employee
18 for payment of each Settlement Class Member and/or Aggrieved Employee's Individual Settlement
19 Payment as set forth in Paragraph III.16-19 of this Agreement.

20 **21. Unclaimed Settlement Payment(s).**

21 After one hundred and eighty (180) calendar days of the mailing of the Individual Settlement
22 Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement
23 Payment checks will be transmitted to the State of California Office of the Controller Unclaimed
24 Property Fund in the name of the Settlement Class Members who did not cash his/her Settlement
25 check. The Parties agree to coordinate their efforts to seek Court approval for such an escheatment
26 process of uncashed funds. If, for some reason, the Court does not approve the escheatment of
27 uncashed funds, the Parties agree to meet and confer to identify a mutually-agreeable cy pres
28 recipient(s) for the uncashed funds.

1 **22. General Release Payment.**

2 Plaintiff will request that the Court approve a General Release Payment of up to \$10,000.
3 The General Release Payment shall be paid to Plaintiff from the Gross Settlement Amount within
4 seven (7) calendar days after Defendant provides the Gross Settlement Amount to the Settlement
5 Administrator. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for
6 his respective General Release Payment. Plaintiff shall be solely and legally responsible to pay any
7 and all applicable taxes on his General Release Payment and shall hold harmless Defendant and Class
8 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the General
9 Release Payment. The General Release Payment shall be in addition to the Plaintiff's Individual
10 Settlement Payment as a Settlement Class Member. Any amount requested by Plaintiff for the
11 General Release Payment and not granted by the Court shall return to the Net Settlement Fund and
12 be distributed to Settlement Class Members as provided in this Agreement.

13 **23. Class Counsel Award.**

14 Class Counsel will request that the Court approves attorneys' fees in the amount of up to
15 thirty-three and one-third percent (33.33%) of the Gross Settlement Amount. This amount is
16 currently anticipated to be \$150,000. Class Counsel will also request that the Court approve the
17 reimbursement of any litigation costs or expenses associated with Class Counsel's prosecution of
18 this matter from the Gross Settlement Amount not to exceed \$25,000. Even in the event that the
19 Court reduces or does not approve the requested Class Counsel Award, Plaintiff's Counsel shall not
20 have the right to revoke the Settlement and it will remain binding. Class Counsel shall be paid any
21 Court-approved fees and costs no later than seven (7) calendar days after Defendant provides the
22 Gross Settlement Amount to the Settlement Administrator. Class Counsel shall be solely and legally
23 responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
24 Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments
25 made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
26 Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel
27 for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Fund
28 and be distributed to Settlement Class Members as provided in this Agreement.

1 **24. Settlement Administrator Costs.**

2 The Parties agree to allocate up to \$25,000 of the Gross Settlement Amount for Settlement
3 Administrator Costs. The Settlement Administrator shall have the authority and obligation to make
4 payments, credits and disbursements to Settlement Class Members in the manner set forth herein,
5 calculated in accordance with the methodology set out in this Agreement and orders of the Court.
6 The Parties agree to cooperate in the Settlement administration process and to make all reasonable
7 efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

8 **25. Responsibilities of the Settlement Administrator.**

9 The Settlement Administrator shall be responsible for the following: processing and mailing
10 payments to Plaintiff, Class Counsel, and Settlement Class Members; printing, and mailing the
11 Notice of Class Action Settlement and tax forms to the Settlement Class Members as directed by the
12 Court; receiving and reporting the requests for exclusion and objections submitted by Settlement
13 Class Members; providing declaration(s) as necessary in support of preliminary and/or final approval
14 of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
15 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the
16 performance of all Settlement Administrator responsibilities. Plaintiff, Class Counsel, Defendant,
17 and Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation
18 or distribution of the settlement payments or development of the list of recipients of settlement
19 payments. Defendant and Defendant's counsel shall not enter into any contractual relationship with
20 the Settlement Administrator.

21 **26. Settlement Administrator Fees.**

22 The Settlement Administrator shall be paid the Settlement Administrator Costs within seven
23 (7) calendar days after Defendant provides the Gross Settlement Amount to the Settlement
24 Administrator.

25 **27. Payment to the LWDA.**

26 A total payment of \$45,000 from the Gross Settlement Amount will be allocated as the PAGA
27 Settlement Amount to be paid as penalties under the Labor Code Private Attorneys General Act of
28 2004, to the LWDA. Seventy-five percent (75%) of the PAGA Settlement Amount (\$33,750) will be

1 paid to the LWDA and the remaining twenty-five (25%) (\$11,250) shall be included in the Net
2 Settlement Fund distributed to Aggrieved Employees.

3 **28. Final Approval Hearing and Entry of Final Judgment.**

4 Upon expiration of the Response Deadline, with the Court's permission, the Final Approval
5 Hearing shall be conducted to determine final approval of the Settlement along with the amount
6 properly payable for: (i) the Class Counsel Award; (ii) the General Release Payment; (iii) Individual
7 Settlement Payments; (iv) the Settlement Administrator Costs; and (v) PAGA Settlement Amount.

8 **29. Final Approval Order.**

9 Plaintiff will request that the Court enter, after the Final Approval Hearing, a Final Approval
10 Order. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this
11 Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry
12 out the provisions of this Agreement.

13 **30. Nullification of Settlement Agreement.**

14 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies
15 final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein;
16 or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall
17 be null and void and any order or judgement entered by the Court in furtherance of this Settlement
18 shall be treated as void from the beginning. If one or more of such events occur causing the
19 Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this
20 Agreement had not been executed, except that any fees already incurred by the Settlement
21 Administrator shall be paid by the party terminating the Settlement or Defendant will be solely
22 responsible for the costs incurred for the settlement administration should it exercise its' option to
23 nullify this agreement. The return of any paid Settlement funds to Defendant shall occur no later than
24 five (5) business days after one or more of the triggering events leading to nullification occurs. In
25 the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought,
26 administration of the Settlement shall be stayed pending final resolution of the appeal or other
27 appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of
28 the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid

to the Settlement Administrator by Defendant within thirty (30) days of said notification.

31. Class and PAGA Period Adjustment.

The Gross Settlement Amount is based on Defendant's representation that as of August 6, 2022 the Class Members worked a total of 103,574 Workweeks from July 26, 2018 to August 6, 2022 ("Represented Workweeks"). Should the Represented Workweeks worked by the Class Members ultimately increase by more than 15% of what was represented at the mediation (i.e., by more than 10,357 Workweeks, or in other words, if the Workweeks worked between July 26, 2018 to April 1, 2023 exceed 119,110, Defendant, at its option, can either choose to: (1) cut off the end date for the class releases as of the date on which the number of workweeks reaches 119,110, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 15% (i.e., if there was 20% increase in the number workdays during the Class Period, Defendant would agree to increase the Settlement Fund by 5%).

32. No Effect on Employee Benefits.

Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class members.

33. No Admission by Defendant.

Defendant denies any and all claims alleged in this Lawsuit and denies all wrongdoing whatsoever. This Agreement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

34. Exhibits and Headings.

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this

1 Agreement.

2 **35. Interim Stay of Proceedings.**

3 The Parties agree to stay all proceedings in the Action, except such proceedings necessary to
4 implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the
5 Court. Defendant will not be obligated to file an answer to the Complaint.

6 **36. Amendment or Modification.**

7 This Agreement may be amended or modified only by a written instrument signed by counsel
8 for all Parties or their successors-in-interest.

9 **37. Entire Agreement.**

10 Apart from the short-form Memorandum of Agreement that was executed on or about March
11 1, 2023, which the Parties specifically agree to integrate herein, this Agreement and any attached
12 Exhibits constitute the entire Agreement among these Parties, and no oral or written representations,
13 warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits
14 other than the representations, warranties, and covenants contained and memorialized in the
15 Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the
16 representations and warranties herein and not based on any promises, representation, and/or
17 warranties not found herein.

18 **38. Authorization to Enter into Settlement Agreement.**

19 Counsel for all Parties warrant and represent they are expressly authorized by the Parties
20 whom they represent to negotiate this Agreement and to take all appropriate actions required or
21 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
22 execute any other documents required to effectuate the terms of this Agreement. The Parties and
23 their counsel will cooperate with each other and use their best efforts to effect the implementation of
24 the Settlement. In the event the Parties are unable to reach agreement on the form or content of any
25 document needed to implement the Settlement, or on any supplemental provisions that may become
26 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
27 to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent
28 and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff

represents and warrants that he is authorized to sign this Agreement and that he does have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

39. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

40. California Law Governs.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

41. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

42. Jurisdiction of the Court.

The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

43. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

44. Publicity.

Plaintiff and Class Counsel agree not to disclose or publicize this Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Settlement Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner

or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, website or social media post, or any other medium, with any person or entity concerning the Settlement, including the fact of the settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

45. Notice of Settlement to LWDA.

Plaintiff will provide submit this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(1)(2) at the same time that it is submitted to the Court for preliminary approval.

WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: 9/16/2023

By:

DocuSigned by:
wSD.
6AEE18EE455D47E...

Mark D. Taft

Dated:

By:

SALADINO'S, INC.

APPROVED AS TO FORM:

1 or form, whether printed or electronic, on any medium or otherwise communicate, whether by print,
2 video, recording, website or social media post, or any other medium, with any person or entity
3 concerning the Settlement, including the fact of the settlement, its terms or contents and the
4 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
5 terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove
6 adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in
7 this action and the venue/case number of this action (but not any other settlement details) for such
8 purposes.

9 **45. Notice of Settlement to LWDA.**

10 Plaintiff will provide submit this Agreement and proposed settlement to the Labor Workforce
11 Development Agency ("LWDA") as required by Labor Code Section 2699(1)(2) at the same time
12 that it is submitted to the Court for preliminary approval.

13 WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class members, and
14 Defendant has executed this Agreement as of the dates set forth below.

15 **IT IS SO AGREED:**

16
17 Dated: _____ By: _____

18 Mark D. Taft

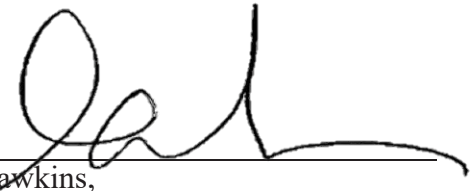
19
20 Dated: 9/18/2023 By:  _____

21 SALADINO'S, INC.

22 **APPROVED AS TO FORM:**

1 DATED:

JAMES HAWKINS APLC

2
3
4 By: 

James Hawkins,
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary

5
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7
8 Attorneys for Plaintiff and Proposed Class

9
10 DATED:

MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

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13
14 By: /s/

Christina C. Tillman
Ella A. Moberg

15 Attorneys for Defendant
16 SALADINO'S, INC.

1 DATED:

JAMES HAWKINS APLC

2
3
4 By: /s/ _____
5 James Hawkins,
6 Gregory Mauro
7 Michael Calvo
8 Lauren Falk
9 Ava Issary

Attorneys for Plaintiff and Proposed Class

10 DATED: September 18, 2023

MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

11
12
13 By: /s/  _____
14 Christina C. Tillman
15 Ella A. Moberg

16 Attorneys for Defendant
17 SALADINO'S, INC.
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Exhibit C

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/19/2024
Client: SALDINO002 - Mark Taft
Matter: SALDINO001 - Saladino's, Inc.- Mark Taft

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
07/20/2021	FST	First Legal Network- FILED- Complaint and Initial Docs IN#30169470	\$547.55		Unbilled				
07/21/2021	POS	Postage- 07.20.21- Certified mail to Agent	\$8.99		Unbilled				
07/21/2021	FIL	Filing Fee- 07.20.21- LWDA Filing Fee	\$75.00		Unbilled				
09/17/2021	FST	First Legal Network - Process , complaint and initial docs , Filing - proof of service IN#30172635	\$360.71		Unbilled				
10/05/2021	FST	First Legal Network - Filing: Ntc of CMC IN#30175944	\$52.25		Unbilled				
03/29/2022	FST	First Legal Network - Filing - Notice of Minute Order (2) IN# 30195930	\$109.00		Unbilled				
06/13/2022	FST	First Legal Network- Filing-FAX: Ntc of Min Order IN#30202789	\$54.50		Unbilled				
10/07/2022	CRT	Court Documents - 04.29.22 Minute Order	\$3.00		Unbilled				
11/17/2022	MED	Mediation Services- Michael Dickstein CK#10390	\$13,000.00		Unbilled				
12/02/2022	EXA	Expert Analysis - IN#7118	\$1,650.00		Unbilled				
02/01/2023	CRT	Court Documents	\$1.00		Unbilled				
07/19/2023	FST	First Legal Network - Filing - Joint Stip & Prop Order to Continue, Plfs Ntc of Tentative Rulings IN# 30248438	\$116.00		Unbilled				
07/25/2023	FST	First Legal Network - Filing - Mtn for Prelim Approval IN# 30244254	\$240.20		Unbilled				
08/03/2023	EXA	Expert Analysis IN# 11028 CK# 11028	\$375.00		Unbilled				
09/20/2023	FST	First Legal Network - Filing - Supp Dec of JH ISO Mtn for Prelim IN# 30252348	\$151.80		Unbilled				
10/23/2023	FST	First Legal Network - Filing - Amended Prop Order IN# 30256289	\$58.00		Unbilled				
10/31/2023	FST	First Legal Network - Filing - Plfs Ntc of Minute Order, Joint Stip & Prop Order IN# 30260163	\$116.00		Unbilled				
12/11/2023	FST	First Legal Network - Additional Billing - Joint Stip to Prop Order IN# 30263586	\$22.00		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total:			\$16,941.00	\$0.00					
Balance:			\$16,941.00						
Total Fees Billed- -----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$16,941.00						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

Matter Billing Detail

Report Date:2/19/2024

Report Time:1:28PM

Page:1 of 2

User ID:Miccolis

JAMES HAWKINS APLC

Date Range:01/01/1900 to 02/19/2024

Client:SALDINO002 - Mark Taft

Matter:SALDINO004 - Saladino's, Inc.-PAGA- Mark Taftt

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
11/09/2021	FST	First Legal Network - Filing FAX/PDF same day , PAGA complaint and initial docs IN#30182125	\$1,658.75		Unbilled				
01/05/2022	FST	First Legal Network - Process branch same day complaint, initial docs, ntcs, Filing fax/pdf same day , proof of service IN #30185317	\$304.88		Unbilled				
02/07/2022	FST	First Legal Network - Filing FAX/PDF same day, plaintiffs ntc of order, IN#30192286	\$1,154.50		Unbilled				
04/25/2022	FST	First Legal Network - Filing - Notice of Minute Order IN# 30195930	\$54.50		Unbilled				
08/11/2022	FST	First Legal Network- Filing-Fax: Pltf CMC Stmt IN#30209403	\$54.50		Unbilled				
12/15/2022	CRT	Court Documents - 08.26.22 Minute Order	\$2.00		Unbilled				
01/03/2023	CRT	Court Documents - 01.03.23 pulling signed order off docket	\$3.00		Unbilled				
02/22/2023	FST	First Legal Network - Filing - Joint SC Report IN# 30227367	\$58.00		Unbilled				
Total:			\$3,290.13	\$0.00					
Balance:			\$3,290.13						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled :-----			\$0.00						
Total Fees Received :-----			\$0.00						
Total Soft Cost Billed :-----			\$0.00						
Total Soft Cost Unbilled :-----			\$0.00						
Total Soft Cost Received :-----			\$0.00						
Total Hard Cost Billed :-----			\$0.00						
Total Hard Cost Unbilled :-----			\$3,290.13						
Total Hard Cost Received :-----			\$0.00						
Total Taxes Billed :-----			\$0.00						
Total Taxes Unbilled :-----			\$0.00						
Total Taxes Received :-----			\$0.00						
Total Late Charges Billed :-----			\$0.00						
Total Late Charges Unbilled:-----			\$0.00						
Total Late Charges Received :-----			\$0.00						
Trust Balance:-----			\$0.00						

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Exhibit D

1 JAMES HAWKINS APLC

2 James R. Hawkins, Esq. (#192925)

3 Gregory Mauro, Esq. (#222239)

4 Michael Calvo, Esq. (#314986)

5 Lauren Falk, Esq. (#316893)

6 Ava Issary, Esq. (#342252)

7 9880 Research Drive, Suite 200

8 Irvine, CA 92618

9 Tel.: (949) 387-7200

10 Fax: (949) 387-6676

11 Email: James@jameshawkinsaplc.com

12 Email: Greg@jameshawkinsaplc.com

13 Email: Michael@jameshawkinsaplc.com

14 Email: Lauren@jameshawkinsaplc.com

15 Email: Ava@jameshawkinsaplc.com

16 Attorneys for Plaintiff MARK D. TAFT,
17 individually and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SACRAMENTO**

20 MARK D. TAFT, individually and on behalf
21 of all others similarly situated,

22 **Plaintiff,**

23 v.

24 SALADINO'S INC., a California Corporation;
25 and DOES 1-50, inclusive,

26 Defendant.

CASE NO.: 34-2021-00304595

Hon. Lauri A. Damrell

**DECLARATION OF MARK D. TAFT IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 15, 2024

Time: 9:00 a.m.

Dept.: 27

DECLARATION OF MARK D. TAFT

I, MARK D. TAFT hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the motion for Final approval of the settlement and fees, costs and enhancement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant Saladino's Inc., ("Defendant") in approximately May 2019 as a Non-Exempt Employee working as a Warehouse Supervisor and worked during the liability period for Defendant until my separation from Defendant's employ in approximately November 2020. My duties included but were not limited to receiving all products that came into the warehouse, supervising maintenance and employees, and scheduling appointments.

3. As a non-exempt employee, I suffered the same damages as other employees. These included not being paid all my wages, not provided meal periods or permitted rest periods, not provided accurate wage statements, not reimbursed for business expenses incurred, and not timely paid wages upon my separation from Defendant's employ all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendant and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual basis for the claims that I wanted to pursue against Defendant. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

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2 6. My attorneys provided me with a draft of the complaint for my review and
3 approval. I closely reviewed the complaint to ensure accuracy and completeness. As a
4 result, I caused my attorneys to file the class action complaint alleging claims for the allegations
5 alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the
6 complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly
7 contacted my attorneys to stay current on the status of the litigation, and to discuss my
8 attorneys' progress in prosecuting the claims.

9 7. Since I believe I was not reimbursed for businesses expenses I incurred, was not
10 issued payment through Labor Code compliant instruments, not accurately paid wages, not
11 timely paid wages, not provided meal breaks and not permitted my rest breaks, and therefore not
12 provided accurate itemized wage statements, I believe that I have been similarly injured as to all
13 other class members in the settlement who worked for Defendant during the class period. I
14 believe the claims asserted in the Complaint are also shared by the other Class Members. I
15 worked with various other non-exempt employees, and I believe we were all treated the same
16 and subject to the same unlawful policies.

17 8. Since I agreed to become a Class Representative, I have worked every step
18 of the way with my attorneys. During the course of the litigation I have always kept the best
19 interest of the Class Members on equal footing as mine. I have been, and I am willing to
20 continue to pursue the Class Members' claims vigorously on our collective behalf if the
21 Settlement is not finally approved. As a result, I firmly believe that I do not have any interests
22 adverse to the interests of the Class Members. I have maintained the Class Members best
23 interest from the inception of the case.

24 9. As the Class Representative, I have spent numerous hours consulting with my
25 attorneys, providing documentation, participating in discovery, consulting with other Class
26 Members, responding to questions by my attorneys, providing documents to my attorneys,
27 working with my attorneys to review documents received, helping my attorneys in preparing for
28 the mediation and attending the mediation via telephone. I was consulted about the status of the
case and provided constant feedback about the case from my attorneys including the mediation,

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2 settlement negotiations and eventual settlement. I estimate I have spent approximately 45 hours
3 working on this case.

4 10. From the beginning of this case, I have freely chosen to accept the risks of
5 being a Class Representative in this class action lawsuit. I chose to assume these risks and
6 pursue the claims on behalf of the Class Members as I wanted to vindicate their rights. I believe
7 we have achieved that result with the settlement and the individual payments to the Class
8 Members. I believe the settlement is fair reasonable and adequate based on the numerous
9 defenses asserted by Defendant. I believe the efforts and work I put forth helped to achieve the
10 fair settlement that will benefit the Class Members. As a result of my efforts, I also believe the
11 General Release Payment is reasonable, and I respectfully request the Court approve the amount
12 of \$10,000.00 as fair and reasonable.

13 I declare under penalty of perjury under the laws of the state of California
14 that the foregoing is true and correct. Executed on February 19, 2024, at Stockton,
15 California

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DocuSigned by:

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MARK D. TAFT