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Attorneys for Plaintiffs

on behalf of themselves and all others similarly situated and aggrieved

[Additional Counsel on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS**

ADALBERTO PEREZ, JOSEPH MITCHELL,
JULIO A. VASQUEZ, ALFREDO RIVERA,
an individual and on behalf of all others
similarly situated,

Plaintiff,

v.

HOLLANDIA FARMS, INC., a California
corporation; HOLLANDIA FARMS NORTH,
INC., a California corporation; HOLLANDIA
DAIRY, INC., a California corporation; and
DOES 1 through 100, inclusive,
Defendants.

CASE NO.: 22C-0302

CLASS ACTION

[Assigned to the Hon. Robert S. Burns in Dept.
2]

**DECLARATION OF ENOCH KIM IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Hearing Information:

Date: April 16, 2026

Time: 8:15 a.m.

Department: 2

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1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am Senior Counsel at D.Law, Inc. and counsel for plaintiff Alfredo Rivera (“Plaintiff”), on behalf of himself and all other similarly situated employees of defendants Hollandia Dairy, Inc., Hollandia Farms North, Inc., and Hollandia Farms, Inc. (collectively, “Defendants”). (collectively referred to as “Defendants”)

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Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§ 245 *et seq.* and 246; (7) Violation of Labor Code § 226(a); (8) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (9) Penalties Pursuant to Labor Code § 203; and (10) Violation of Business & Professions Code § 17200 *et seq.* (“the Action”). On the same day, pursuant to Labor 8 Code section 2699.3 subd. (a), Plaintiff Rivera gave timely written notice to Defendant Hollandia Farms, Inc. and the LWDA by sending the PAGA Notice. On November 1, 2022, Plaintiff Rivera filed a first amended complaint adding eleventh cause of action for penalties pursuant to PAGA.

6. On January 20, 2026, Plaintiffs filed a Second Amended Complaint in the Action (the “Operative Complaint”). The Operative Complaint includes all Plaintiffs as class representatives and allegations asserted in the Action as well as in the Rivera Action.

7. On April 2, 2025, after the exchange of both formal and informal discovery and attending mediation, the Parties, together with Plaintiffs Perez, Mitchell, and Vasquez, reached a global settlement agreement memorializing the terms of their settlement to include resolution of all claims in both the Action and the Perez Action on a class and PAGA representative basis.

Settlement Efforts

8. After initially engaging in formal discovery and document production exchanges, the Parties ultimately agreed to exchange informal discovery and attend mediation. Prior to mediation Plaintiffs obtained, through informal discovery: (a) a sampling of time and payroll records Class Members through mediation; (b) a class list of hire dates, termination dates (as applicable), and rates of pay for all Class Members; (c) class contact information for Class Members pursuant to a *Belaire-West* opt-out notice administration; (d) wage and hour policy documents; (e) a list of job titles and job descriptions; and (f) all documents pertaining to Plaintiffs available to Defendants.

9. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

10. On March 5, 2024, the Parties participated in an all-day mediation presided over by the Hon. Howard R. Broadman (Ret.). The mediation was successful, and in the months thereafter

1 after extensive negotiations, the Parties agreed to globally resolve all class and PAGA claims in the
2 Action and Operative Complaint.

3 11. Based on their own independent investigations and evaluations, Class Counsel is of
4 the opinion that the Settlement with Defendants for the consideration and terms set forth herein,
5 considering the representative and class claims and the risk of loss, is fair, reasonable, and adequate,
6 and is in the best interests of the Class. Class Counsel is also of the opinion that the total
7 consideration and payment set forth in this Settlement Agreement is adequate in light of the
8 uncertainties surrounding the risk of further litigation, the possibility of losing class certification,
9 that the PAGA claim could be deemed unmanageable, and the defenses that Defendant has asserted
10 and/or could assert as to the substantive merit of the claims.

11 **Summary of the Settlement**

12 12. Under the terms of the proposed Settlement Agreement, Defendants have agreed to
13 pay \$2,450,000.00 (“Gross Settlement Amount”) on a non-reversionary basis to settle and release
14 all claims asserted by Plaintiffs in the Operative Complaint on behalf of the proposed Class. The
15 Settlement Agreement defines “Class” as all persons employed by any of the Defendants in
16 California and classified as a non-exempt, hourly-paid employee who worked for any of the
17 Defendants during the Class Period of October 20, 2017, through Preliminary Approval, unless
18 modified pursuant to Paragraph 8.2 of the Agreement (“Class Period”). The “Net Settlement
19 Amount” means the Gross Settlement Amount, less the following payments in the amounts
20 approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class
21 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
22 Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class
23 Members as Individual Class Payments. These amounts are detailed as follows:

- 24 • Class Counsel Fees Payment: Up to thirty-five (35%) of the Gross Settlement Amount, or
25 \$857,500.00, to Class Counsel for attorneys’ fees (Exh. 1, §3.2.2);
- 26 • Class Counsel Litigation Expenses Payment: Up to \$100,000.00 to Class Counsel for
27 reimbursement of reasonable expenses incurred to prosecute the Action (Exh. 1, §3.2.2);
- 28 • Class Representative Service Payments: Up to \$7,500.00 to each Plaintiff (\$30,000.00 total)

1 for their service as the class representatives in addition to any Individual Class Payment and
2 any Individual PAGA Payment Plaintiffs are entitled to receive as a Participating Class
3 Member (Exh. 1, §3.2.1);

- 4 • Settlement Administration Expenses Payment: Up to \$15,000.00 to the Settlement
5 Administrator for its fees and costs to administer the Settlement (Exh. 1, §3.2.3);
- 6 • PAGA Amount: \$50,000.00 for settlement of claims for civil penalties under PAGA, with
7 25% allocated to the PAGA Members as PAGA Member Payments (\$12,500.00) and 75%
8 allocated to the LWDA (\$37,500.00) will be paid to the LWDA (“LWDA Payment”) (Exh.
9 1, §3.2.5).

10 13. If the Court approves a lesser amount for any of the above-requested allocations from
11 the Net Settlement Amount, the remainder will be added to the Net Settlement Amount to be
12 distributed to Class Members.

13 **Request for Attorneys’ Fees and Litigation Expenses**

14 14. Under the Settlement, Class Counsel requests a Class Counsel Fees Payment of
15 \$857,500.00) in attorneys’ fees and a Class Counsel Litigation Expenses Payment not to exceed
16 \$100,000.00 for reimbursement of actual reasonable litigation costs. (Exh. 1, §3.2.2). This request
17 is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have
18 put into this case and, moreover, the risk they assumed by taking it in the first place. The
19 attorneys’ fees award is intended to reimburse Class Counsel for all uncompensated work that they
20 have already done and for all the work they will continue to do in carrying out and overseeing the
21 notification to Class Members, communicating with Class Members regarding their claims,
22 assisting in the administration of the settlement if it is preliminarily approved, and obtaining final
23 approval. Defendants do not oppose Class Counsel’s above fees and cost request.

24 **The Class Representative Service Payments are Fair and Reasonable**

25 15. Plaintiff Rivera is entitled to a reasonable service payment for his efforts and initiative in
26 bringing and helping to prosecute this action on behalf of himself and his fellow employees. Plaintiff
27 Rivera spent a considerable amount of time better apprising himself of his rights, deciding whether
28 remedial action should be taken, how it should be taken, searching for attorneys, and finally

1 contacting Class Counsel, who spent many hours with Plaintiff Rivera discussing the case and the
2 law. Specifically, Plaintiff Rivera spent a significant amount of time with Class Counsel detailing
3 his knowledge of Defendants' wage and hour policies and practices, including work schedules and
4 meal and rest breaks, and helping Class Counsel with the prosecution of this action. In light of the
5 foregoing, Class Counsel believes that the service award in the amount of \$7,500.00 to Plaintiff
6 Rivera is fair and reasonable.

7
Qualifications and Adequacy of Class Counsel

8 16. D.Law (formerly known as Davtayan Law Firm) prosecutes wage and hour cases,
9 including class actions and PAGA actions on behalf of employees and others who have had their
10 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
11 counsel of record in numerous wage and hour and employment class action and PAGA action cases
12 pending in both state and federal court.

13 17. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
14 counsel and represent Plaintiff and the putative Class and aggrieved employees in this action. Our
15 practice is exclusively focused on employment matters and representing plaintiffs in wage and hour
16 actions with the same or similar causes of actions brought forth in the matter pending before this
17 Court.

18 18. D.Law has litigated and successfully resolved many wage and hour class action cases
19 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa*
20 *v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v.*
21 *Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in
22 Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in
23 Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno,
24 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-
25 L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles,
26 BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632
27 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
28 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los

1 Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of
2 California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of
3 California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et*
4 *al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time*
5 *Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v.*
6 *Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis*
7 *Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v.*
8 *Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3*
9 *Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk*
10 *Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont*
11 *Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT*
12 *Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa
13 MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of
14 the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.*
15 (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight*
16 *Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.*
17 (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital,*
18 *et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control*
19 *Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v.*
20 *iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v.*
21 *Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive*
22 *Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha*
23 *Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-
24 CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of
25 California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court
26 of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern
27 District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.*
28 (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.*

(Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San Bernardino, CIVDS1915743), *Viridi v. Absolute Security International* (Superior Court of California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

19. As Senior Counsel at D.Law, I manage the class action and PAGA settlement department. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side representing employees and obtaining significant settlements on their behalf.

20. Attorney Roman Shkodnik received his Bachelor of Arts in history and political science from the University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola Law School in May of 2011. Upon graduating from law school, he has exclusively focused his practice on representing employees including in wage-and-hour class actions. During his career, he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he has obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter.

21. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the constantly evolving substantive law (state and federal), as well as the procedural law of class and representative action litigation. In this action, the attorneys at D.Law are fully equipped to use the skills and knowledge developed over decades of prosecuting and defending wage and hour class actions to fairly and adequately represent the interests of the Class members and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law are well-qualified to act as Class Counsel and represent Plaintiff and the putative Class members and PAGA Members in this action.

22. We understand the responsibilities owed as counsel to the Settlement Class Members and PAGA Members we represent. The attorneys at D.Law thoroughly investigated the claims asserted in this action and remained committed to dedicating the resources necessary to represent the Settlement Class and vigorously pursue their claims. Based upon my experience and understanding of the claims and defenses in this action, I believe the settlement is fair, adequate, and reasonable for the Settlement Class Members and PAGA Members and all involved, and that the Settlement is well within the range of reasonableness that would permit it to be finally approved. I am not aware of any conflict of interest with Plaintiffs, any other Class Member, the Settlement Administrator, or the *Cy Pres* recipients Visalia Rescue Mission and San Diego Rescue Mission that would interfere with our duties as Class Counsel.

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

Executed this 10th day of March 2026, at Pasadena, California


Enoch J. Kim