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[Additional Counsel listed on following page]

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

VANESSA GARCIA, LUCRECIA
MENDOZA-RAMIREZ, ESTATE OF CESAR
MENDOZA, SILVESTRE GARIBAY
LEMUS, and JUAN G DE LEON,
individually, on behalf of all others similarly
situated, and on behalf of the State of
California and other aggrieved
persons,

Plaintiffs,

vs.

CENTRAL VALLEY CHEESE, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. CV-21-004756

CLASS & REPRESENTATIVE ACTION

Assigned for all purposes to:
Hon. John Freeland
Dept. 23

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA APPROVAL SETTLEMENT**

FINAL APPROVAL HEARING

Date: March 18, 2026
Time: 8:30 a.m.
Dept.: 23

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ESTATE OF CESAR MENDOZA,
SILVESTRE GARIBAY LEMUS, and
JUAN G DE LEON, individually, and on
behalf of all others similarly situated

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Garcia, et*
6 *al v. Central Valley Cheese, Inc.* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval,*
18 *Exclusion Form, and Dispute Form* in English and Spanish (referred to as “Notice Packet”); (b)
19 receiving and processing requests for exclusion; (c) resolving Settlement Class Members’ disputes
20 over the number of workweeks Defendant has record of them working during the Class Period,
21 which was pre-printed on their individualized Notice Packet; (d) calculating individual settlement
22 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings
23 as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
24 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
25 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
26 orders ILYM Group to perform.

27 ///

28 ///

1 4. On October 30, 2025, ILYM Group received the Court approved text for the Notice
2 Packet from Counsel for Defendant. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel and translated into Spanish prior to mailing.

4 5. On November 12, 2025, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, personnel number, social security number, last known
6 mailing address, class workweek counts and PAGA pay period counts for each Settlement Class
7 Member. The data file was uploaded to our database and checked for duplicates and other possible
8 discrepancies. The Class List contained 302 individuals with 32,139 Work Weeks during the Class
9 Period and 241 Aggrieved Employees with 9,960 Pay Periods during the PAGA period.

10 6. As part of the preparation for mailing, all 302 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On December 5, 2025, the Notice Packet was mailed, via U.S First Class Mail, to
19 all 302 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
20 copy of the mailed Notice Packet.

21 8. As of the date of this declaration, 31 Notice Packets have been returned to our office
22 as undeliverable. ILYM Group performed a computerized skip trace on the 31 returned Notice
23 Packets that did not have a forwarding address, in an effort to obtain an updated address for
24 purpose of re-mailing the Notice Packet. As a result of this skip trace, 26 updated addresses were
25 obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members, via
26 U.S First Class Mail.

27 9. As of the date of this declaration, a total of 26 Notice Packets have been re-mailed
28 as a result of ILYM Group's skip tracing efforts.

1 10. As of the date of this declaration, a total of 5 Notice Packets were deemed
2 undeliverable as no updated address was found, notwithstanding the skip tracing.

3 11. As of the date of this declaration, ILYM Group has not received any requests for
4 exclusion. The deadline to request exclusion from the Settlement was January 22, 2026.

5 12. As of the date of this declaration, ILYM Group has not received any objections to
6 the Settlement. The deadline to file an objection to the Settlement was January 22, 2026.

7 13. As of the date of this declaration, ILYM Group will report a total of 302
8 Participating Class Members, representing 100% of the 302 Settlement Class Members.

9 14. Participating Class Members will receive a proportional share of the Net Settlement
10 Fund through individual settlement payments, based on the number of workweeks worked by Class
11 Members during the Class Period. The Net Settlement Fund is the amount remaining after
12 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
13 and Litigation Costs, the Class Representative Enhancement Awards, Settlement Administration
14 Fees to ILYM Group, LWDA, and the Aggrieved Employees allocation, e.g.,

15 Gross Settlement Fund	\$ 1,275,000.00
16 Class Counsel Fees	\$ 425,000.00
17 Class Counsel Litigation Costs	\$ 35,000.00
18 Enhancement Award – Vanessa Garcia	\$ 10,000.00
19 Enhancement Award – Mendoza-Ramirez	\$ 10,000.00
20 Enhancement Award - Mendoza	\$ 10,000.00
21 Enhancement Award - Lemus	\$ 10,000.00
22 Enhancement Award – Juan G. De Leao	\$ 10,000.00
23 Administration Fees	\$ 12,500.00
24 LWDA	\$ 37,500.00
25 Aggrieved Employees	\$ 12,500.00
26 Net Settlement Fund (estimated)	\$ 702,500.00

27 To determine a Participating Class Member's individual settlement award payment, the Net
28 Settlement Fund will be divided by the total number of workweeks worked by all Settlement Class

1 Members during the Class Period, multiplied by the number of workweeks worked by that
2 Participating Class Member. Based on these calculations, the Participating Class Members will
3 receive an estimated average gross payment of \$2,326.16, with the estimated highest gross payment
4 being \$6,863.47, and the estimated lowest gross payment being \$21.86.

5 15. Pursuant to the Agreement, 25% of the PAGA Allocated to Aggrieved Employees
6 (\$12,500.00) will be allocated regardless of whether he or she opts out of the Class Settlement. To
7 determine an Aggrieved Employees' individual PAGA settlement award payment, the PAGA
8 Allocated to Aggrieved Employees will be divided by the total number of pay periods worked by
9 all Aggrieved Employees during the PAGA Period, multiplied by the number of pay periods
10 worked by that Aggrieved Employee. Based on these calculations, the Aggrieved Employees will
11 receive an estimated average gross payment of \$51.87, with the estimated highest gross payment
12 being \$109.19, and the estimated lowest gross payment being \$1.26.

13 16. ILYM Group's total fees and costs for services in connection with the administration
14 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
15 costs for completion of the settlement administration, are \$12,500.00. ILYM Group's work in
16 connection with this matter will continue with the calculation of the settlement award payments,
17 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
18 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
19 Group to perform.

20 I declare under penalty of perjury under the laws of the State of California and the United
21 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
22 was executed this 24th day of February 2026, at Tustin, California.

23
24
25 
26 NATHALIE HERNANDEZ
27
28

EXHIBIT “A”

DISPUTE FORM

According to CVC's records, the number of Workweeks worked by you from August 31, 2017 through September 13, 2023 is «Class_Work_Weeks» and the number of Pay Periods worked by you from May 28, 2020 through September 13, 2023 is «PAGA_Pay_Periods».

Based on this number of Workweeks, your estimated Individual Settlement Payment is \$«Class_Estimated_Settlement_Amount». Based on this number of Pay Periods, your Individual PAGA Payment is \$«PAGA_Estimated_Settlement_Amount».

If you disagree with the number of Workweeks and/or Pay Periods listed on this form, you must:

1. Set forth below the reasons why you disagree with the number of Workweeks and/or Pay Periods;
2. Sign and date this page; and
3. Mail this signed page, along with any supporting documentation that you have to:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Email: claims@ilymgroup.com

I disagree with the number of Workweeks and/or Pay Periods listed above because:

Please enclose all documentation supporting your dispute of the Workweeks and/or Pay Periods.

Dated: _____

Signed: _____

Print Name: _____

Last four digits of Social Security No.: _____

**DO NOT RETURN THIS FORM IF YOU DO NOT DISPUTE THE NUMBER OF WORKWEEKS
AND/OR PAY PERIODS LISTED ABOVE.**

FORMULARIO DE DISPUTA

Según los registros de CVC, el número de Semanas Laborales trabajadas por usted desde el 31 de agosto de 2017 hasta el 13 de septiembre de 2023 es «Class_Work_Weeks» y el número de Períodos de Pago trabajados por usted desde el 28 de mayo de 2020 hasta el 13 de septiembre de 2023 es «PAGA_Pay_Periods».

Con base en este número de Semanas Laborales, su Pago Individual del Acuerdo estimado es \$«Class_Estimated_Settlement_Amount». Con base en este número de Períodos de Pago, su Pago Individual de PAGA es \$«PAGA_Estimated_Settlement_Amount».

Si usted no está de acuerdo con el número de Semanas Laborales y/o Períodos de Pago indicados en este formulario, usted debe:

1. Exponer abajo las razones por las cuales no está de acuerdo con el número de Semanas Laborales y/o Períodos de Pago;
2. Firmar y fechar esta página; y
3. Enviar por correo esta página firmada, junto con cualquier documentación que tenga, a:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Email: claims@ilymgroup.com

No estoy de acuerdo con el número de Semanas Laborales y/o Períodos de Pago indicados arriba porque:

Adjunte toda la documentación que respalde su disputa respecto a las Semanas Laborales y/o Períodos de Pago.

Fecha: _____

Firma: _____

Nombre en letra de molde: _____

Últimos cuatro dígitos del Seguro Social: _____

NO DEVUELVA ESTE FORMULARIO SI USTED NO DISPUTA EL NÚMERO DE SEMANAS LABORALES Y/O PERÍODOS DE PAGO INDICADOS ARRIBA.

EXCLUSION FORM

MAIL OR EMAIL TO:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Email: claims@ilymgroup.com

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE COMPENSATION FROM THE SETTLEMENT.

I, _____, request to be excluded from the Settlement Class in the lawsuit *Garcia et al. v. Central Valley Cheese, Inc.*, Stanislaus County Superior Court, Case No. CV-21-004756. I understand that by submitting this Exclusion Form, I will no longer be eligible for compensation from the class settlement.

Print your name here

Sign your name here

Last 4 digits of Social Security Number

Date

TO BE TIMELY, A REQUEST FOR EXCLUSION SUBMITTED BY MAIL MUST BE SENT ON OR BEFORE JANUARY 22, 2026, TO THE FOLLOWING ADDRESS:

c/o ILYM Group, Inc.
P.O. Box 2031,
Tustin, CA 92781
Email: claims@ilymgroup.com

ILYM ID: «ILYMID»

FORMULARIO DE EXCLUSIÓN

ENVIAR POR CORREO O EMAIL A:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Email: claims@ilymgroup.com

LLENE ESTE FORMULARIO **ÚNICAMENTE SI** DESEA EXCLUIRSE DE LA COLECTIVA DEL ACUERDO. SI SE EXCLUYE DE LA COLECTIVA DEL ACUERDO, **NO RECIBIRÁ** COMPENSACIÓN DEL ACUERDO.

Yo, _____, solicito ser excluido(a) de la Colectiva del Acuerdo en la demanda *García et al. v. Central Valley Cheese, Inc.*, Tribunal Superior del Condado de Stanislaus, Numero de Caso CV-21-004756. Entiendo que al presentar este Formulario de Exclusión ya no seré elegible para recibir compensación del Acuerdo de la Colectiva.

Escriba aquí su nombre

Firme aquí su nombre

Últimos 4 dígitos del Seguro Social

Fecha

PARA SER OPORTUNA, UNA SOLICITUD DE EXCLUSIÓN ENVIADA POR CORREO DEBE SER REMITIDA A MÁS TARDAR EL 22 DE ENERO DE 2026, A LA SIGUIENTE DIRECCIÓN:

c/o ILYM Group, Inc.
P.O. Box 2031,
Tustin, CA 92781
Email: claims@ilymgroup.com

ILYM ID: «ILYMID»

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Vanessa Garcia et al. v. Central Valley Cheese, Inc.
Stanislaus County Superior Court, Case No. CV-21-004756

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Central Valley Cheese, Inc. ("CVC") for alleged wage and hour violations. The Action was filed by Plaintiffs Vanessa Garcia ("Garcia"), Lucrecia Mendoza-Ramirez ("Mendoza-Ramirez"), Silvestre Garibay Lemus ("Lemus"), Juan G De Leon ("Leon") and Cesar Mendoza (whose interests in the Action are now represented by The Estate of Cesar Mendoza) "The Estate of Cesar Mendoza" (collectively "Plaintiffs"), former employees of CVC and seek payment of back wages and penalties for a class of current and former non-exempt employees that worked for CVC in Turlock, California ("Class Members") at any time during the Class Period (August 31, 2017 through September 13, 2023); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked for CVC in Turlock, California ("Aggrieved Employees") at any time during the PAGA Period (May 28, 2020 through September 13, 2023).

The proposed Settlement has two main parts: (1) a Class Settlement requiring CVC to fund Individual Class Payments, and (2) a PAGA Settlement requiring CVC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on CVC's records, your Individual Class Payment is estimated to be \$«Class_Estimated_Settlement_Amount» (less withholding) and your Individual PAGA Payment is estimated to be \$«PAGA_Estimated_Settlement_Amount». The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to CVC's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on CVC's records showing that you worked «Class_Work_Weeks» workweeks during the Class Period and you worked «PAGA_Pay_Periods» pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires CVC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against CVC.

If you worked for CVC during the Class Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against CVC.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you

opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against CVC, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

CVC will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against CVC that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is January 22, 2026. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. CVC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted via mail by January 22, 2026. All Class Members who do not optout ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on March 18, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by January 22, 2026. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to CVC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by January 22, 2026. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of CVC. The Action accuses CVC of violating California labor laws for (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages during employment; (7) failure to timely pay all wages due upon separation of employment; (8) failure to reimburse business expenses; (9) failure to maintain business records; (10) improper use of consumer credit reports; (11) failure to make proper disclosures under the Fair Credit Reporting Act ("FCRA"); (12) failure to obtain proper authorization under the FCRA; (13) failure to make proper disclosures and obtain proper authorization under the Investigative Consumer Reporting Agencies Act; (14) failure to make proper disclosures under the Consumer Credit Reporting Agencies Act; (15)

violations of California's Unfair Competition Law; and (16) violations of the PAGA. Plaintiffs are represented by attorneys ("Class Counsel") in the Action.

CVC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether CVC violated any laws. In the meantime, Plaintiffs and CVC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the Action by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and CVC have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, CVC does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) CVC has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

CVC Will Pay One Million and Two Hundred Seventy-Five Thousand Dollars (\$1,275,000.00) as the Gross Settlement Amount (Gross Settlement). CVC has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives Enhancement Awards, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, CVC will fund the Gross Settlement not more than 15 calendar days after the Effective Date, which means, the date on which the judgment entered by the Court, upon final approval of the settlement, is no longer subject to appeal and thus becomes final, and more specifically the later of: (a) the date of final affirmance on an appeal of the judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the judgment (*i.e.*, 60 days after the entry of judgment).

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) (One-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to Thirty-Five Thousand Dollars (\$35,000) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff for a combined total amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) as Class Representatives Enhancement Awards for filing the Action, working with Class Counsel and representing the Class.
- Up to Twelve Thousand Five Hundred Dollars (\$12,500) to the Administrator for services administering the Settlement.
- Up to Fifty Thousand Dollars and Zero Cents (\$50,000.00) for PAGA Penalties, allocated 75% to the LWDA for the PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiffs and CVC are asking the Court to approve an allocation of thirty-three percent (33%) of each Individual Class Payment to taxable wages (“Wage Portion”) and sixty-seven (67%) to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. CVC will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and CVC have agreed to these allocations, neither side is giving you any advice on whether payments to you are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than January 22, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against CVC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against CVC based on the PAGA Period facts alleged in the Action.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and CVC have agreed that, in either case, the Settlement will be void: CVC will not pay any money and Class Members will not release any claims against CVC.

Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

Plaintiffs’ and the Participating Class Members’ Release. After the Judgment is final and CVC has fully funded the Gross Settlement and separately paid all employer payroll taxes, Plaintiffs and the Participating Class

Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against CVC or successors and related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, liabilities, penalties, damages, restitution, losses, disgorgement, liquidated damages, interest, attorneys' fees, fines, debts, obligations, costs, expenses, and causes of action that were alleged, or could have been alleged, whether known or unknown, contingent or accrued, based on the facts stated in the Operative Complaint including, e.g., (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to furnish accurate itemized wage statements; (f) failure to timely pay all wages during employment; (g) failure to timely pay all wages due upon separation of employment; (h) failure to reimburse business expenses; (i) failure to maintain business records; (j) improper use of consumer credit reports; (k) failure to make proper disclosures under the FCRA; (l) failure to obtain proper authorization under the FCRA; (m) failure to make proper disclosures and obtain proper authorization under the Investigative Consumer Reporting Agencies Act; (n) failure to make proper disclosures under the Consumer Credit Reporting Agencies Act; and (o) violations of California's Unfair Competition Law. Except for the PAGA Release, the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Aggrieved Employees' PAGA Release. After the Court's judgment is final, and CVC has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against CVC, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against CVC or its related entities based on the facts alleged in the Action and resolved by this Settlement.

Plaintiffs and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims or causes of action for PAGA penalties that were alleged, or could have been alleged, whether known or unknown, contingent or accrued, during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice, including, e.g., (a) failure to pay for minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to timely pay all wages during employment; (f) failure to timely pay all wages due upon separation of employment; (g) failure to furnish accurate itemized wage statements; (h) failure to timely pay all wages due upon separation of employment; (i) failure to reimburse business expenses; (j) failure to maintain business records; (k) improper use of consumer credit reports; (l) failure to provide employees with suitable seating while working; (m) failure to pay employees all wages due to reporting time pay; and (n) unlawful deductions and withholdings from employees' wages. Plaintiffs and the Aggrieved Employees only release these claims for the duration of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing twenty-five percent of the PAGA Penalties (\$12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in CVC's records, are stated in the first page of this Notice. You have until January 22, 2026 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information. A Dispute Form is attached to this packet for your convenience.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept CVC's calculation of Workweeks and/or Pay Periods based on CVC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and CVC's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a completed Exclusion Form with your name, present address, and telephone number. The Exclusion Form is included in this packet. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Vanessa Garcia et al. v. Central Valley Cheese, Inc.*, Stanislaus County Superior Court, Case No. CV-21-004756, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by January 22, 2026, or it will be invalid.

Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and CVC are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representatives Enhancement Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (<https://www.ilymgroup.com/>) or the Court's website (<https://www.stanislaus.courts.ca.gov/>).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for mailing written objections to the Administrator is

January 22, 2026. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Vanessa Garcia et al. v. Central Valley Cheese, Inc.*, Stanislaus County Superior Court, Case No. CV-21-004756, and include your name, current address, telephone number, and approximate dates of employment with CVC and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on March 18, 2026 at 8:30 a.m. in Department 23 of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, California 95354. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Civil Remote Hearings (<https://www.stanislaus.courts.ca.gov/>). Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything CVC and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at <https://www.ilymgroup.com/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://stanportal.stanct.org/search> and entering the Case Number for the Action, Case No.: CV-21-004756.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator:

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Email: claims@ilymgroup.com

Telephone: 888-250-6810

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

AVISO APROBADO POR EL TRIBUNAL SOBRE LA DEMANDA COLECTIVA Y FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL

Vanessa García et al. v. Central Valley Cheese, Inc.
Tribunal Superior del Condado de Stanislaus, Numero de Caso CV-21-004756

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!

No es correo no deseado, spam, un anuncio, ni una solicitud por parte de un abogado. Usted no está siendo demandado.

Usted puede ser elegible para recibir dinero derivado de una demanda colectiva de empleados (“Demanda”) contra Central Valley Cheese, Inc. (“CVC”) por presuntas violaciones de salario y horas. La Demanda fue presentada por los Demandantes Vanessa García (“García”), Lucrecia Mendoza-Ramírez (“Mendoza-Ramírez”), Silvestre Garibay Lemus (“Lemus”), Juan G De León (“León”) y Cesar Mendoza (cuyos intereses en la Demanda ahora están representados por La Sucesión de Cesar Mendoza) (“La Sucesión de Cesar Mendoza”) (colectivamente, los “Demandantes”), exempleados de CVC, y buscan el pago de salarios devengados y sanciones para una colectiva de empleados actuales y anteriores no exentos que trabajaron para CVC en Turlock, California (“Miembros de la Colectiva”) en cualquier momento durante el Periodo de la Colectiva (31 de agosto de 2017 hasta el 13 de septiembre de 2023); y (2) sanciones bajo la Ley de Abogados Generales Privados de California (“PAGA”) para todos los empleados actuales y anteriores no exentos que trabajaron para CVC en Turlock, California (“Empleados Agravados”) en cualquier momento durante el Periodo PAGA (28 de mayo de 2020 hasta el 13 de septiembre de 2023).

El acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de la Colectiva que requiere que CVC financie Pagos Individuales de la Colectiva, y (2) un Acuerdo PAGA que requiere que CVC financie Pagos Individuales PAGA y pague sanciones a la Agencia de Desarrollo de la Fuerza Laboral de California (“LWDA”).

Según los registros de CVC, su Pago Individual de la Colectiva se estima en \$«Class_Estimated_Settlement_Amount» (menos retenciones) y su Pago Individual PAGA se estima en \$«PAGA_Estimated_Settlement_Amount». Es probable que el monto real que reciba sea diferente y dependerá de varios factores. (Si no aparece un monto para su Pago Individual PAGA, entonces, de acuerdo con los registros de CVC, usted no es elegible para un Pago Individual PAGA bajo el Acuerdo porque no trabajó durante el Periodo PAGA.)

Las estimaciones anteriores se basan en los registros de CVC que muestran que usted trabajó «Class_Work_Weeks» semanas laborales durante el Periodo de la Colectiva y trabajó «PAGA_Pay_Periods» periodos de pago durante el Periodo PAGA. Si usted considera que trabajó más semanas laborales durante cualquiera de los periodos, puede presentar una impugnación antes de la fecha límite. Vea la Sección 4 de este Aviso.

El Tribunal ya ha otorgado aprobación preliminar al acuerdo propuesto y ha aprobado este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación final del Acuerdo. Sus derechos legales se ven afectados tanto si actúa como si no actúa. Lea este Aviso cuidadosamente. Se considerará que usted lo ha leído y entendido diligentemente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba finalmente el Acuerdo y cuánto del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes (“Abogados de la Colectiva”). El Tribunal también decidirá si debe dictar un Fallo que requiera que CVC realice los pagos bajo el Acuerdo y que requiera que los Miembros de la Colectiva y los Empleados Agravados renuncien a su derecho de presentar ciertos reclamos contra CVC.

Si usted trabajó para CVC durante el Periodo de la Colectiva, tiene dos opciones básicas bajo el Acuerdo:

1. **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Colectiva. Como Miembro Participante de la Colectiva, sin embargo, usted renunciará a su derecho de presentar reclamos salariales del Periodo de la Colectiva contra CVC.
2. **Optar por excluirse del Acuerdo de la Colectiva.** Usted puede excluirse del Acuerdo de la Colectiva (optar por no participar) enviando una Solicitud de Exclusión por escrito o notificando al Administrador por escrito. Si opta por excluirse del Acuerdo, no recibirá un Pago Individual de la Colectiva. Sin embargo, conservará su derecho de perseguir personalmente reclamos salariales del Periodo de la Colectiva contra CVC y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual PAGA. No puede optar por excluirse de la porción PAGA del Acuerdo propuesto.

CVC no tomará represalias contra usted por cualquier acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo. Si no hace nada, será un Miembro Participante de la Colectiva, elegible para un Pago Individual de la Colectiva y un Pago Individual PAGA (si aplica). A cambio, usted renunciará a su derecho de presentar los reclamos salariales contra CVC que están cubiertos por este Acuerdo (“Reclamos Liberados”).

Usted puede optar por excluirse del Acuerdo de la Colectiva pero no del Acuerdo PAG. La fecha límite para excluirse es 22 de enero de 2026. Si no desea participar completamente en el Acuerdo propuesto, puede optar por excluirse del Acuerdo de la Colectiva enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, usted será un Miembro No Participante de la Colectiva y ya no será elegible para un Pago Individual de la Colectiva. Los Miembros No Participantes de la Colectiva no pueden objetar ninguna parte del Acuerdo propuesto. Vea la Sección 6 de este Aviso.

Usted no puede optar por excluirse de la porción PAGA del Acuerdo propuesto. CVC debe pagar Pagos Individuales PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a su derecho de perseguir los Reclamos Liberados (definidos abajo).

Los Miembros Participantes de la Colectiva pueden objetar el Acuerdo de la Colectiva pero no el Acuerdo PAGA. Las objeciones por escrito deben enviarse por correo antes del 22 de enero de 2026. Todos los Miembros de la Colectiva que no se excluyan (“Miembros Participantes de la Colectiva”) pueden objetar cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre la aprobación final del Acuerdo incluirá una determinación de cuánto se pagará a los Abogados de la Colectiva y a los Demandantes que persiguieron la Demanda en nombre de la Colectiva. Usted no es personalmente responsable por ningún pago a los Abogados de la Colectiva ni a los Demandantes. Con excepción de la porción PAGA, usted puede objetar cualquier aspecto de este Acuerdo. Vea la Sección 7 de este Aviso.

Usted puede participar en la Audiencia de Aprobación Final. La Audiencia de Aprobación Final del Tribunal está programada para llevarse a cabo el 18 de marzo de 2026. No tiene que asistir, pero tiene derecho a comparecer (o contratar un abogado a su propio costo), en persona, por teléfono, o mediante la plataforma virtual del Tribunal. Los Miembros Participantes de la Colectiva pueden objetar verbalmente el Acuerdo en la Audiencia de Aprobación Final. Vea la Sección 8 de este Aviso.

Usted puede impugnar el cálculo de sus semanas laborales/periodos de pago. Las impugnaciones por escrito deben enviarse antes del 22 de enero de 2026. El monto de su Pago Individual de la Colectiva y Pago PAGA (si aplica) depende de cuántas semanas laborales usted trabajó durante el Periodo de la Colectiva y cuántos periodos de pago trabajó durante el Periodo PAGA, respectivamente. El número de semanas laborales y periodos de pago según los registros de CVC aparece en la primera página de este Aviso. Si usted no está de acuerdo con alguno de estos números, debe impugnarlo antes del 22 de enero de 2026. Vea la Sección 4 de este Aviso.

1. ¿DE QUÉ TRATA LA DEMANDA?

Los Demandantes son exempleados de CVC. La demanda acusa a CVC de violar las leyes laborales de California por: (1) falta de pago de salarios mínimos y salarios por tiempo regular; (2) falta de pago de salarios por horas

extra; (3) falta de proporcionar periodos para comidas o compensación en lugar de estos; (4) falta de proporcionar periodos de descanso o compensación en lugar de estos; (5) falta de proporcionar estados de pago exactos y detallados; (6) falta de pagar puntualmente todos los salarios durante el empleo; (7) falta de pagar puntualmente todos los salarios debidos al finalizar la relación laboral; (8) falta de reembolsar gastos de negocios; (9) falta de mantener registros de negocios; (10) uso indebido de informes de crédito al consumidor; (11) falta de hacer las divulgaciones apropiadas bajo la Ley de Informe Imparcial de Crédito (“FCRA”); (12) falta de obtener la autorización apropiada bajo la FCRA; (13) falta de hacer divulgaciones apropiadas y obtener autorización apropiada bajo la Ley de Agencias de Informes de Consumidores Investigativos; (14) falta de hacer divulgaciones apropiadas bajo la Ley de Agencias de Informes de Crédito al Consumidor; (15) violaciones de la Ley de Competencia Desleal de California; y (16) violaciones de la PAGA. Los Demandantes están representados por abogados (“Abogados de la Colectiva”) en la demanda.

CVC niega enérgicamente haber violado alguna ley o haber dejado de pagar algún salario y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA HAYA SIDO RESUELTA?

El Tribunal no ha determinado si CVC violó alguna ley. Mientras tanto, los Demandantes y CVC contrataron a un mediador neutral y con experiencia para intentar resolver la demanda negociando un fin al caso por acuerdo (resolver el caso) en lugar de continuar con el proceso costoso y prolongado de litigación. Las negociaciones tuvieron éxito. Al firmar un acuerdo de resolución (“Acuerdo”) y acordar solicitar conjuntamente al Tribunal que emita un fallo que ponga fin a la demanda y haga cumplir el Acuerdo, los Demandantes y CVC han negociado una propuesta de Acuerdo que está sujeta a la Aprobación Final del Tribunal. Ambas partes están de acuerdo en que la propuesta de Acuerdo es un compromiso de reclamaciones disputadas. Al aceptar acordar, CVC no admite ninguna violación ni concede mérito a ninguna reclamación.

Los Demandantes y los Abogados de la Colectiva creen firmemente que el Acuerdo es un buen acuerdo para usted porque consideran que: (1) CVC ha aceptado pagar una cantidad justa, razonable y adecuada considerando la solidez de las reclamaciones y los riesgos e incertidumbres de continuar con el litigio; y (2) el Acuerdo es en el mejor interés de los Miembros de la Colectiva y de los Empleados Agraviados. El Tribunal aprobó preliminarmente la propuesta de Acuerdo como justa, razonable y adecuada, autorizó este Aviso y programó una audiencia para determinar si otorgar aprobación final al Acuerdo.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DE LA PROPUESTA DE ACUERDO?

CVC pagará Un Millón Doscientos Setenta y Cinco Mil Dólares (\$1,275,000.00) como el Monto Bruto del Acuerdo (Acuerdo Bruto). CVC ha acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Colectiva, Pagos Individuales PAGA, Premios por Servicios de los Representantes de la Colectiva, los honorarios y gastos de los Abogados de la Colectiva, los gastos del Administrador y las sanciones que deben pagarse a la LWDA. Suponiendo que el Tribunal otorgue la Aprobación Final, CVC financiará el Acuerdo Bruto no más de 15 días naturales después de la Fecha Efectiva, es decir, la fecha en que el fallo emitido por el Tribunal, tras la aprobación final del Acuerdo, ya no esté sujeto a apelación y, por lo tanto, se vuelva final, y más específicamente la fecha posterior entre: (a) la fecha de confirmación final en una apelación del fallo; (b) la fecha de desestimación definitiva con perjuicio de la última apelación pendiente del fallo; o (c) si no se presenta una apelación, la fecha de expiración del plazo para presentar o notificar cualquier forma de apelación válida del fallo (*es decir*, 60 días después de la entrada del fallo).

Deducciones Aprobadas por el Tribunal del Monto Bruto del Acuerdo. En la Audiencia de Aprobación Final, los Demandantes y/o los Abogados de la Colectiva solicitarán al Tribunal la aprobación de las siguientes deducciones del Monto Bruto, cuyos montos serán decididos por el Tribunal:

- Hasta Cuatrocientos Veinticinco Mil Dólares y Cero Centavos (\$425,000.00) (un tercio del Monto Bruto del Acuerdo) para honorarios de los Abogados de la Colectiva y hasta Treinta y Cinco Mil Dólares

(\$35,000.00) para sus gastos de litigación. Hasta la fecha, los Abogados de la Colectiva han trabajado e incurrido en gastos en la demanda sin pago alguno.

- Hasta Diez Mil Dólares y Cero Centavos (\$10,000.00) para cada Demandante, para un total combinado de Cincuenta Mil Dólares y Cero Centavos (\$50,000.00), como Premios por Servicios de los Representantes de la Colectiva por presentar la demanda, trabajar con los Abogados de la Colectiva y representar a la Colectiva.
- Hasta Doce Mil Quinientos Dólares y Cero Centavos (\$12,500.00) para el Administrador por servicios de administración del Acuerdo.
- Hasta Cincuenta Mil Dólares y Cero Centavos (\$50,000.00) por sanciones PAGA, de las cuales el 75% irá a la LWDA para el Pago PAGA y el 25% en Pagos Individuales PAGA a los Empleados Agraviados según sus Períodos de Pago del Periodo PAGA.

Los Miembros Participantes de la Colectiva tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

Distribución del Acuerdo Neto a los Miembros de la Colectiva. Después de realizar las deducciones anteriores en los montos aprobados por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el “Monto Neto del Acuerdo”) mediante Pagos Individuales de la Colectiva a los Miembros Participantes de la Colectiva, basados en sus Semanas Laborales durante el Periodo de la Colectiva.

Impuestos Debidos sobre los Pagos a los Miembros de la Colectiva. Los Demandantes y CVC están solicitando al Tribunal aprobar una asignación del treinta y tres por ciento (33%) de cada Pago Individual de la Colectiva a salarios sujetos a impuestos (“Porción Salarial”) y sesenta y siete por ciento (67%) a sanciones e intereses (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y será reportada en Formularios IRS W-2. CVC pagará por separado los impuestos patronales que adeude sobre la Porción Salarial. Los Pagos Individuales PAGA se consideran sanciones y no salarios para fines fiscales. El Administrador reportará los Pagos Individuales PAGA y las Porciones No Salariales en Formularios IRS 1099.

Aunque los Demandantes y CVC han acordado estas asignaciones, ninguna de las dos partes le está dando asesoría sobre si los pagos son imponible o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo sanciones e intereses sobre impuestos atrasados) sobre cualquier pago recibido de la propuesta de Acuerdo. Si tiene preguntas sobre las consecuencias fiscales, debe consultar a un asesor fiscal.

Necesidad de Cobrar Puntualmente los Cheques de Pago. El frente de cada cheque emitido para los Pagos Individuales de la Colectiva y los Pagos Individuales PAGA mostrará la fecha en que el cheque expira (la fecha de anulación). Si usted no lo cobra antes de la fecha de anulación, su cheque será cancelado automáticamente, y los fondos serán depositados a su nombre en el Fondo de Bienes No Reclamados del Contralor de California. Si el pago representado por su cheque se envía al Fondo de Bienes No Reclamados del Contralor, usted deberá consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

Solicitudes de Exclusión del Acuerdo de la Colectiva (Optar por no participar). Usted será tratado como un Miembro Participante de la Colectiva, participando plenamente en el Acuerdo, a menos que usted notifique al Administrador por escrito, a más tardar el 22 de enero de 2026, que desea optar por no participar. La manera más fácil de notificar al Administrador es enviar una Solicitud de Exclusión escrita y firmada antes de la Fecha Límite de Respuesta. La Solicitud de Exclusión deberá ser una carta suya o de su representante que establezca su nombre, domicilio actual, número de teléfono y una declaración simple eligiendo ser excluido del Acuerdo. Los Miembros Excluidos de la Colectiva (es decir, Miembros No Participantes de la Colectiva) no recibirán Pagos Individuales de la Colectiva, pero conservarán sus derechos para perseguir personalmente reclamaciones de salarios y horas contra CVC.

Usted no puede excluirse de la porción de PAGA del Acuerdo. Los Miembros de la Colectiva que se excluyan del Acuerdo de la Colectiva (Miembros No Participantes de la Colectiva) siguen siendo elegibles para los Pagos Individuales PAGA y se les requiere renunciar a su derecho de presentar reclamaciones de PAGA contra CVC basadas en los hechos del Período PAGA alegados en la Demanda.

El Acuerdo Propuesto Será Nulo si el Tribunal Niega la Aprobación Final. Es posible que el Tribunal decline otorgar la Aprobación Final del Acuerdo o decline emitir un Fallo. También es posible que el Tribunal emita un Fallo que sea revocado en apelación. Los Demandantes y CVC han acordado que, en cualquiera de estos casos, el Acuerdo será nulo: CVC no pagará dinero alguno y los Miembros de la Colectiva no liberarán ninguna reclamación contra CVC.

Administrador. El Tribunal ha designado a una compañía neutral, ILYM Group, Inc. (el “Administrador”), para enviar este Aviso, calcular y efectuar los pagos, y procesar las Solicitudes de Exclusión de los Miembros de la Colectiva. El Administrador también decidirá las Objeciones de los Miembros de la Colectiva relacionadas con las Semanas Laboradas, enviará por correo y reenviará los cheques del acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.

Liberación por parte de los Demandantes y los Miembros Participantes de la Colectiva. Una vez que el Fallo sea final y CVC haya financiado completamente el Acuerdo Bruto y pagado por separado todos los impuestos patronales de nómina, los Demandantes y los Miembros Participantes de la Colectiva tendrán prohibido legalmente presentar cualquiera de las reclamaciones liberadas bajo el Acuerdo. Esto significa que, a menos que usted se haya excluido válidamente del Acuerdo de la Colectiva, no puede demandar, continuar demandando, o ser parte de cualquier otra demanda contra CVC o sus entidades sucesoras y relacionadas por salarios basados en los hechos del Período de la Colectiva y por multas de PAGA basadas en los hechos alegados en la Demanda y resueltos por este Acuerdo.

Todos los Miembros Participantes de la Colectiva, en nombre propio y en nombre de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan a las Partes Liberadas de todas las reclamaciones, derechos, demandas, responsabilidades, multas, daños, restitución, pérdidas, devolución, daños liquidados, intereses, honorarios de abogados, multas, deudas, obligaciones, costos, gastos y causas de acción que fueron alegados, o que podrían haberse alegado, conocidas o desconocidas, contingentes o devengadas, basadas en los hechos establecidos en la Demanda Operativa incluyendo, por ejemplo: (a) falta de pago de salarios mínimos y por tiempo ordinario; (b) falta de pago de salarios por horas extras; (c) falta de proporcionar períodos de comida o compensación en su lugar; (d) falta de proporcionar períodos de descanso o compensación en su lugar; (e) falta de proporcionar recibos de nómina exactos; (f) falta de pagar puntualmente todos los salarios durante el empleo; (g) falta de pagar puntualmente todos los salarios debidos al término del empleo; (h) falta de reembolsar gastos de negocio; (i) falta de mantener registros de negocio; (j) uso indebido de informes de crédito al consumidor; (k) falta de realizar las divulgaciones adecuadas bajo el FCRA; (l) falta de obtener la autorización adecuada bajo el FCRA; (m) falta de realizar las divulgaciones adecuadas y obtener la autorización adecuada bajo la Ley de Agencias de Informes de Consumidores Investigativos; (n) falta de realizar divulgaciones adecuadas bajo la Ley de Agencias de Informes de Crédito al Consumidor; y (o) violaciones de la Ley de Competencia Desleal de California. Excepto por la Liberación de PAGA, los Miembros Participantes de la Colectiva no liberan ninguna otra reclamación, incluyendo reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguro social, compensación laboral, o reclamaciones basadas en hechos ocurridos fuera del Período de la Colectiva.

Liberación de PAGA por los Empleados Agraviados. Una vez que el Fallo del Tribunal sea final, y CVC haya pagado el Acuerdo Bruto y separado los impuestos patronales correspondientes, todos los Empleados Agraviados tendrán prohibido presentar reclamaciones de PAGA contra CVC, independientemente de si se excluyeron del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos aquellos que son Miembros Participantes de la Colectiva y aquellos que optaron por excluirse del Acuerdo de la Colectiva, no pueden demandar, continuar demandando o participar en cualquier otra reclamación de PAGA contra CVC o sus entidades relacionadas basadas en los hechos alegados en la Demanda y resueltos por este Acuerdo.

Los Demandantes y todos los Empleados Agraviados se consideran que liberan, en nombre propio y en nombre de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores

y cesionarios, a las Partes Liberadas de todas las reclamaciones o causas de acción por multas de PAGA que fueron alegadas, o que podrían haberse alegado, conocidas o desconocidas, contingentes o devengadas, durante el Período PAGA, basadas en los hechos establecidos en la Demanda Operativa y en el Aviso de PAGA, incluyendo, por ejemplo: (a) falta de pago de salarios mínimos y por tiempo ordinario; (b) falta de pago de salarios por horas extras; (c) falta de proporcionar períodos de comida o compensación en su lugar; (d) falta de proporcionar períodos de descanso o compensación en su lugar; (e) falta de pagar puntualmente todos los salarios durante el empleo; (f) falta de pagar puntualmente todos los salarios debidos al término del empleo; (g) falta de proporcionar recibos de nómina exactos; (h) falta de pagar puntualmente todos los salarios debidos al término del empleo; (i) falta de reembolsar gastos de negocio; (j) falta de mantener registros de negocio; (k) uso indebido de informes de crédito al consumidor; (l) falta de proporcionar asientos adecuados a los empleados mientras trabajan; (m) falta de pagar a los empleados todos los salarios debidos por tiempo de reporte; y (n) deducciones y retenciones ilegales de los salarios de los empleados. Los Demandantes y los Empleados Agraviados únicamente liberan estas reclamaciones por la duración del Período PAGA.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

Pagos Individuales de la Colectiva. El Administrador calculará los Pagos Individuales de la Colectiva (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Colectiva, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Colectiva individual.

Pagos Individuales PAGA. El Administrador calculará los Pagos Individuales PAGA (a) dividiendo el veinticinco por ciento de las Penalidades de PAGA (\$12,500.00) entre el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados, y (b) multiplicando el resultado por el número de Períodos de Pago trabajados por cada Empleado Agraviado individual.

Impugnaciones de Semana Laboral/Período de Pago. El número de Semanas Laborales que usted trabajó durante el Período de la Colectiva y el número de Períodos de Pago PAGA que trabajó durante el Período PAGA, según lo registrado en los archivos de CVC, aparecen en la primera página de este Aviso. Usted tiene hasta el 22 de enero de 2026 para impugnar el número de Semanas Laborales y/o Períodos de Pago acreditados a usted. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo postal o correo electrónico. La Sección 9 de este Aviso contiene la información de contacto del Administrador. Con este paquete se adjunta un Formulario de Disputa para su conveniencia.

Usted debe respaldar su impugnación enviando copias de talones de pago u otros registros. El Administrador aceptará como precisos los cálculos de CVC sobre las Semanas Laborales y/o Períodos de Pago basados en los registros de CVC, a menos que usted envíe copias de documentos que contengan información contradictoria. Debe enviar copias en lugar de originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas Laborales y/o Períodos de Pago basándose en su presentación y en la aportación de los Abogados de la Colectiva (quienes abogarán en nombre de los Miembros Participantes de la Colectiva) y del Abogado de CVC. La decisión del Administrador es final. Usted no puede apelar ni de ninguna otra forma impugnar su decisión final.

5. ¿CÓMO RECIBIRÉ MI PAGO?

Miembros Participantes de la Colectiva. El Administrador enviará, por correo de los Estados Unidos, un solo cheque a cada Miembro Participante de la Colectiva (es decir, cada Miembro de la Colectiva que no opte por excluirse), incluidos aquellos que también califiquen como Empleados Agraviados. El único cheque combinará el Pago Individual de la Colectiva y el Pago Individual de PAGA.

Miembros No Participantes de la Colectiva. El Administrador enviará, por correo de los Estados Unidos, un único cheque por el Pago Individual de PAGA a cada Empleado Agraviado que opte por excluirse del Acuerdo (es decir, cada Miembro No Participante de la Colectiva).

Su cheque será enviado a la misma dirección utilizada para este Aviso. Si cambia de dirección, asegúrese de notificar al Administrador lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DE LA COLECTIVA?

Envíe un Formulario de Exclusión completo con su nombre, dirección actual y número telefónico. El Formulario de Exclusión está incluido en este paquete. El Administrador lo excluirá con base en cualquier escrito que comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Vanessa García et al. v. Central Valley Cheese, Inc.*, Tribunal Superior del Condado de Stanislaus, Numero de Caso CV-21-004756, e incluir su información identificativa (nombre completo, dirección, número telefónico, fechas aproximadas de empleo, y los últimos cuatro dígitos de su número de seguro social para fines de verificación). Usted debe hacer la solicitud personalmente. Si otra persona presenta la solicitud por usted, no será válida. El Administrador debe recibir su solicitud de exclusión a más tardar el 22 de enero de 2026, de lo contrario será inválida.

La Sección 9 de este Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO OBJETO AL ACUERDO?

Solo los Miembros Participantes de la Colectiva tienen derecho a objetar el Acuerdo. Antes de decidir si debe objetar, puede que desee ver lo que los Demandantes y CVC están solicitando que el Tribunal apruebe. Por lo menos 16 días judiciales antes de la Audiencia de Aprobación Final, los Abogados de la Colectiva y/o los Demandantes presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluye, entre otras cosas, las razones por las cuales el Acuerdo propuesto es justo, e indicando (i) el monto que los Abogados de la Colectiva solicitan por honorarios y gastos de litigio, y (ii) el monto que los Demandantes solicitan como Premios por Representantes de la Colectiva. Previa solicitud razonable, los Abogados de la Colectiva (cuya información de contacto está en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno. También puede verlos en el sitio web del Administrador (<https://www.ilymgroup.com/>) o en el sitio web del Tribunal (<https://www.stanislaus.courts.ca.gov/>).

Un Miembro Participante de la Colectiva que no esté de acuerdo con cualquier aspecto del Acuerdo o de la Moción de Aprobación Final puede objetar, por ejemplo, que el Acuerdo propuesto es injusto, o que los montos solicitados por los Abogados de la Colectiva o por los Demandantes son demasiado altos o demasiado bajos. El plazo para enviar objeciones por escrito al Administrador es el 22 de enero de 2026. Asegúrese de decirle al Administrador a qué objeta, por qué objeta, y cualquier hecho que respalde su objeción. Asegúrese de identificar la Demanda *Vanessa García et al. v. Central Valley Cheese, Inc.*, Tribunal Superior del Condado de Stanislaus, Numero de Caso CV-21-004756, e incluir su nombre, dirección actual, número telefónico y fechas aproximadas de empleo con CVC, y firme la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Colectiva puede objetar (o contratar un abogado de forma personal para objetar a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para decirle al Tribunal a qué objeta, por qué objeta, y los hechos que respaldan su objeción. Consulte la Sección 8 de este Aviso (inmediatamente abajo) para detalles sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Puede asistir, pero no está obligado, a la Audiencia de Aprobación Final el 18 de marzo de 2026 a las 8:30 a.m. en el Departamento 23 del Tribunal Superior del Condado de Stanislaus, ubicado en 801 10th Street, Modesto, California 95354. En la Audiencia, el juez decidirá si concede la Aprobación Final del Acuerdo y cuánto del Acuerdo Bruto se pagará a los Abogados de la Colectiva, a los Demandantes y al Administrador. El Tribunal invitará comentarios de los objetores, de los Abogados de la Colectiva, y de los Abogados de la Defensa antes de tomar una decisión. Usted puede asistir (o contratar a un abogado para asistir) de manera personal o virtual a través de Audiencias Civiles Remotas (<https://www.stanislaus.courts.ca.gov/>). Consulte el sitio web del Tribunal

para obtener la información más actualizada. Es posible que el Tribunal re programe la Audiencia de Aprobación Final. Debe verificar la fecha y hora en el sitio web del Tribunal o comunicarse con los Abogados de la Colectiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que CVC y los Demandantes han prometido hacer conforme al Acuerdo propuesto. La manera más fácil de leer el Acuerdo, el Fallo o cualquier otro documento del Acuerdo es ingresar al sitio web de ILYM Group, Inc. en <https://www.ilymgroup.com/>. También puede llamar o enviar un correo electrónico a los Abogados de la Colectiva o al Administrador utilizando la información de contacto indicada abajo, o consultar el sitio web del Tribunal Superior ingresando a <https://stanportal.stanct.org/search> y escribiendo el Número de Caso de la Demanda, Numero de Caso: CV-21-004756.

NO LLAME AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Colectiva:

Abogados de la Demandante Vanessa García

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Arrash T. Fattahi

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Abogados de la Demandante Lucrecia Mendoza-Ramírez

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***Abogados de los Demandantes La Sucesión de Cesar Mendoza, Silvestre
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Tel: (949) 387-7200

Administrador del Acuerdo:

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Email: claims@ilymgroup.com

Teléfono: 888-250-6810

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que solicite un reemplazo antes de la fecha de anulación que aparece en el cheque original. Si su cheque ya está anulado, deberá consultar el Fondo de Propiedad No Reclamada para recibir instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o si cambia de cualquier forma su dirección postal.

JAMES HAWKINS APLC
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Attorneys for Plaintiff ESTATE OF CESAR MENDOZA, SILVESTRE GARIBAY LEMUS,
AND JUAN G. LEON individually and On behalf of all others similarly situated

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

VANESSA GARCIA, LUCRECIA
MENDOZA-RAMIREZ, ESTATE OF CESAR
MENDOZA, SILVESTRE GARIBAY LEMUS,
and JUAN G. DE LEON, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons

Plaintiffs,

vs.

CENTRAL VALLEY CHEESE, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **34-2022-00319163-CU-OE-GDS**

*[Assigned to Hon. John Freeland, Dept 23, for all
purposes]*

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

Date: March 18, 2026

Time: 8:30 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 Plaintiffs Silvestre Garibay Lemus, Juan G. De Leon, and the Estate of Cesar Mendoza, who alongside Plaintiffs Vanessa Garcia and Lucricia Mendoza-Ramirez (hereinafter referred to as “Plaintiffs” or “Class Representatives”) moves for Final Approval of the Class Settlement. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Settlement, which Plaintiffs 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.

BRIEF HISTORY OF THE ACTIONS

2. On August 31, 2021, Plaintiff Vanessa Garcia commenced an action in Stanislaus County Superior Court by filing a Complaint against CVC alleging causes of action on behalf of herself and all other similarly situated non-exempt employees. (Case No. CV-21-004756). Garcia then filed a First Amended Complaint against CVC on July 21, 2022. Pursuant to the Parties’ Settlement, Garcia then filed the Operative Complaint against CVC by way of the Second Amended Complaint on October 22, 2024. Settlement, § 2.2. On October 30, 2024, Defendant filed an Answer to the Operative Complaint, denying, generally and specifically, each and every allegation in Plaintiffs’ Operative Complaint and asserted numerous affirmative defenses.

3. On September 30, 2022, Plaintiffs Cesar Mendoza (whose interests are represented by the Estate of Cesar Mendoza), Silvestre Garibay Lemus, and Juan G. De Leon commenced the Mendoza matter in Stanislaus County Superior Court by filing a Complaint against CVC and other Defendants alleging causes of action on behalf of themselves and all other similarly situated non-exempt employees on or about September 30, 2022. (Case No. CV-22-004417). Mendoza (whose interests are represented by the Estate of Cesar Mendoza), Lemus, and Leon then filed a First Amended Complaint against CVC on March 28, 2023.

1 4. On May 22, 2023, the Garcia matter, the Mendoza matter, and the Mendoza-
2 Ramirez matter were deemed related by the Court. Settlement, § 2.4. On or about October 17,
3 2024, Garcia and CVC stipulated for Garcia to seek leave of Court to allow Garcia to file the
4 Operative Complaint. On or about October 22, 2024, the Court entered an order approving the
5 stipulation. As part of said Settlement, the Mendoza-Ramirez matter and the Mendoza matter
6 shall be stayed pending the Court's final approval order of the Settlement. Settlement, § 2.9.

7 **MEDIATION EFFORTS**

8 5. On June 13, 2023, Plaintiffs and Defendants attended an all-day mediation with
9 mediator Deborah Crandall Saxe, a well-respected and experienced mediator of complex class
10 action matters. As a result of the Parties' mediation efforts and continued negotiations, the Parties
11 reached the class settlement presented herein.

12 **INVESTIGATION OF CLAIMS**

13 6. Plaintiffs' Counsel conducted a thorough investigation into the factual and legal
14 issues implicated by Plaintiffs' claims, and were able to objectively assess the settlement's
15 reasonableness. For example, prior to filing the action, Plaintiffs contacted Plaintiffs' Counsel to
16 discuss the factual bases for pursuing their actions against Defendants for Labor Code violations.

17 7. Plaintiffs were intimately familiar with Defendants' labor policies and practices,
18 and over the course of multiple interviews, knowledgeably summarized those policies and
19 practices to Plaintiffs' Counsel. During those conversations, Plaintiffs' Counsel explained how the
20 policies and practices were instituted and provided valuable insight into how they gave rise to the
21 alleged Labor Code violations. Based on these interviews with Plaintiffs, Plaintiffs' Counsel
22 determined that there were legally sufficient grounds for pursuing the Actions against Defendant.
23 and in preparation for drafting the complaints, Plaintiffs' Counsel conducted their own
24 independent preliminary investigations into the factual bases for Plaintiff's claims, which entailed,
25 *inter alia*, a careful examination of Plaintiffs' personnel files and associated records.

26 8. During the course of litigation, Plaintiffs' Counsel received a considerable amount
27 of documents and data, including employee demographic data, time and pay records, and
28 Defendants' policies and procedures manuals which covered a broad range of topics including,

1 *inter alia*, employee clock-in policies and procedures, attendance policies, meal periods/rest
2 periods, overtime & premium pay, etc., sampled time and pay records for the Class Members and
3 sampled Consents to Request Consumer Report and Investigation Consumer Reports Information;
4 i.e. background checks. The document and data exchanges allowed Plaintiffs' Counsel to fully
5 assess the nature and magnitude of the claims being settled, as well as the impediments to
6 recovery, and ultimately enabled Plaintiffs' Counsel to make an independent assessment of the
7 reasonableness of the settlement's terms.

8 9. In summary, Plaintiffs' Counsel performed a thorough investigation into the claims
9 at issue, which included: (1) determining Plaintiffs' suitability as class representatives and private
10 attorneys general through interviews, background investigations, and analyses of their
11 employment files and related records; (2) evaluating all of Plaintiffs' potential representative
12 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
13 the positions, and the type of employer; (4) analyzing employees' time and wage records; (5)
14 reviewing Defendants' employment policies and practices; (6) researching settlements in similar
15 cases; (7) evaluating Plaintiffs' claims and estimating Defendants' liability for purposes of
16 settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

17 10. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,
18 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth
19 in the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
20 Members in light of all known facts and circumstances, including the risk of significant delay and
21 uncertainty associated with litigation, and various defenses asserted by Defendants.

22 11. Plaintiffs' counsel balanced the terms of the proposed Settlement against the risk of
23 litigation and probable outcome at the class certification stage, and if any Class were certified, at
24 trial. Based on their own respective independent investigations and evaluations, and after taking
25 into account the sharply disputed factual and legal issues involved in this matter, the risks
26 attending further prosecution of the case, and the monetary benefits received under the Settlement
27 despite the questionable nature of the claims, Plaintiffs' counsel is of the opinion that Settlement
28 for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and

adequate and is in the best interests of Plaintiffs and the Class. Counsel for the Parties investigated the applicable law as applied to the facts discovered regarding the claims of Plaintiffs, Defendants' defenses thereto and the damages claimed by Plaintiffs on behalf of the Settlement Class.

12. I believe that the consideration and terms set forth in the Settlement Agreement are fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all known facts and circumstances, including the various defenses asserted by Defendants, and numerous potential appellate issues. In addition, the prospect of a potential adverse summary 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.

BACKGROUND CHECK CLAIMS

13. The predominant background check claims in this action arise from alleged violations of the Fair Credit Reporting Act ("FCRA") with respect to the employment related background checks conducted by Defendant. Specifically, Plaintiffs allege that Defendant improperly conducted background checks and obtained consumer credit reports on Plaintiffs and Class Members when they applied for employment in violation of 15 USC §1681 *et seq.* Specifically, Plaintiff alleges that Defendant required Plaintiff and Class Members to sign documents purporting to provide disclosure and authorization for Defendant to perform a background check and obtain consumer credit reports. Plaintiff asserts that Defendant did not provide compliant disclosure forms and thus Plaintiff and Class Members, who executed the same forms, did not give valid authorization for Defendant to procure consumer reports in violation of 15 U.S.C. §1681b(b)(2)(A)(ii). Nevertheless, Defendant procured or caused to be procured the consumer reports for employment purposes on the Plaintiff and the class members in violation of the FCRA. A plaintiff may be entitled to statutory and punitive damages when a defendant has willfully violated the provisions of the FCRA. 15 U.S.C. § 1681n(a)(1)(A): "any person who willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer in an amount equal to the sum of . . . damages of not less than

1 \$100 and not more than \$1000 . . . such amount of punitive damages as the court may allow.”
2 Defendants vehemently disputes Plaintiffs’ claims and maintains that it complied with the
3 disclosure requirements under the FCRA and/or California law. Specifically, Defendant contends
4 that the form complies with the requirements of the FCRA in that the document consists solely of
5 the FCRA required disclosure and an authorization for the employee to execute. Furthermore,
6 Defendants contend that Plaintiffs would be unable to show any recognizable injury. Defendant
7 also contends that Plaintiff will not prevail on the “willfulness” requirement as it complied with
8 the FCRA requirement based on the law that existed at the time Defendant provided the disclosure
9 documents to Plaintiff and Class Members. *Mitchell v. WinCo Foods, LLC* (9th Cir 2020) 828 Fed.
10 Apx.467.

11 14. Moreover, Defendants assert that Plaintiff and Class Members do not have
12 standing to sue under the FCRA as they will not be able to show that they suffered a concrete
13 injury as a result of Defendants’ actions and therefore do not have standing to sue under the FCRA
14 or California’s Law under CCRAA Cal.Civ Code sections 1785.31 et. seq. (*Limon v Circle K*
15 *Stores, Inc.* (2022) 84 Cal, App. 5th 671 (“*Limon*”) District court decisions have indicated that the
16 minimum \$100 statutory damages is the proper comparator in standalone disclosure cases. See e.g.
17 *Lagos v Leland Stanford Junior University* (N.D. Cal. 2017) 2017 WL 1113302 *4. Here, at the
18 time of mediation, it was estimated the 300 Class Members had background checks. Therefore,
19 Plaintiff’s counsel estimated a maximum of statutory damages under the FCRA of approximately
20 range of \$30,000 on the low side and \$300,000 on the high side, if liability were proven. However,
21 taking into consideration Defendant’s defenses , *Limon* and the willfulness requirement of this
22 statute, it likely the damages would be less than \$300,000. For settlement purposes Plaintiffs’
23 counsel valued this claim at a risk reduction value of \$150,000.

24 15. Plaintiffs’ claims under the Investigative Consumer Reporting Agencies Act, Civil
25 Code §1786, et seq. (ICRAA) are premised on the same facts alleged in support of the FCRA.
26 However, under ICRAA, statutory damages are not available on a class wide basis and Plaintiffs
27 cannot allege specific facts to substantiate his claim an investigative consumer report was obtained
28 for him. Thus, for purposes of settlement, this claim had little to no value.

1 16. Plaintiffs also contend that Defendant violated the Consumer Credit Reporting
2 Agencies Act, Civil Code §1785, *et seq.* (CCRAA) by unlawfully attempting to obtain a credit
3 check on Plaintiffs and proposed Class Members for employment purposes. As per Lab. Code
4 §1024.5, Plaintiff and Class Members are not within the category of employees for whom an
5 employer or prospective employer may use a consumer credit report for employment purposes.
6 Therefore, for purposes of settlement, this claim had little to no value

7 **CLASS COUNSEL EXPERIENCE**

8 17. I have a great deal of experience in wage and hour class action litigation. I have
9 obtained certification of several classes, I have been approved as class counsel in many other
10 wage/hour class actions, and I am currently litigating numerous others. Although not an all
11 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
12 lead counsel, all of which implicated similar law and facts to those associated with this action:

13 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-
14 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
15 wages for meal period and rest periods and resultant penalties. Class
16 Notice pending.

17 b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT- Case
18 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
19 classification of insurance claims adjusters employed by Gallagher Bassett, a third
20 party administrator (TPA) in the State of California. Certification granted. Plaintiffs'
21 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
22 fully distributed.

23 c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-
24 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
25 overtime and meal and rest break violations for production workers in the State of
26 California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final
27 Approval granted, no objections and funds fully distributed.

28 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.

1 Wage and Hour Class Action case seeking past wages for meal and rest period
2 violations for retail employees in the State of California. Plaintiffs' counsel appointed
3 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
4 distributed.

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

10 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
11 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
12 wages for overtime, meal and rest break violations for driver employees in the State of
13 California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class.
14 Arbitration Award confirmed. Plaintiffs' counsel, lead trial counsel and class counsel.

15 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
16 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
17 overtime, meal and rest breaks violations for production employees in the State of
18 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
19 granted, no objections and funds fully distributed.

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

25 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
26 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
27 rest break violations for restaurant employees in the State of California. Plaintiffs'
28 counsel appointed as lead counsel. Case settled, Final Approval granted and funds

1 fully distributed.

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

7 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
8 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
9 seeking past wages for meal and rest break violations for security officers employed by
10 defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled,
11 Final Approval granted and funds fully distributed.

12 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
13 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
14 meal and rest break violations for housekeepers employed by defendant in the State of
15 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
16 granted, no objections and funds fully distributed.

17 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
18 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
19 rest period violations for non-exempt employees employed by defendant in the state of
20 California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has
21 petitioned the Court for Lead Counsel.

22 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
23 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
24 for field and branch employees of defendant in the State of California. Plaintiffs'
25 counsel appointed as lead counsel. Case settled and awaiting Final Approval.

26 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
27 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
28 employees of defendant in the State of California. Plaintiffs' counsel appointed as lead

counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

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

q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break 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.

r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by defendant in the State of California. Plaintiffs' 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. Plaintiffs' 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. Plaintiffs' 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.

Plaintiffs' 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. Plaintiffs' 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.

CLASS COUNSEL FEES

18. Here, the Parties' agreement to pay Class Counsel Fees of 1/3 of the Gross Settlement Amount (i.e. \$425,000.00) is reasonable. Plaintiffs' counsel has borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my firm's and co-counsel's experience and the extensive review and analysis of documents and information by me and others at my firm and our co-counsel. 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.

19. My firm as Class Counsel, on behalf of Plaintiffs and the Settlement Class Members has incurred over \$50,000.00 in attorneys' fees.

20. In addition to the requested attorneys' fees, our office has expended approximately \$4,503.83 in costs in prosecuting this action. These costs have been necessary costs associated with prosecution of this important matter. Counsel for Plaintiffs respectfully requests the Court grant the request to have these costs repaid from the Settlement. Attached hereto as **Exhibit 1** is a

1 true and correct copy of my firm's Billing Detail.

2 21. The Class Representatives have provided extensive supporting documents and
3 assisted Class Counsel in developing information necessary to litigate and settle this case.
4 Plaintiffs have also conducted record review and consultation with counsel in preparation for
5 discovery and eventual mediation, and to assist in evaluating and proving the claims. The
6 settlement provides for a Class Representative Enhancement Award to be paid to the Class
7 Representatives in the amount of \$10,000.00 each to Plaintiffs Vanessa Garcia, Lucrecia
8 Mendoza-Ramirez, Estate of Cesar Mendoza, Silvestre Garibay Lemus, and Juan G. de Leon
9 totaling \$50,000.00. The Class Representatives Enhancement Award takes into consideration the
10 risks, time, effort and expenses incurred in coming forward to provide invaluable information and
11 negotiate and litigate this matter on behalf of all Settlement Class Members who otherwise, would
12 probably not file their own individual claims to recover what may be relatively low damages.
13 Further, the payment of \$10,000.00 each as an Enhancement Award to the Class Representatives
14 is very fair and justified based on the risks each Plaintiff has taken and the benefits conferred upon
15 the Settlement Class. Attached hereto as **Exhibit 2** is a true and correct copy of the Declarations of
16 Silvestre Garibay Lemus and Juan G. de Leon previously submitted in support of Plaintiffs'
17 Motion for Preliminary Approval.

18 I declare under penalty of perjury that the foregoing is true and correct. Executed on
19 February 19, 2026 at Irvine, California.

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22 James R. Hawkins
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EXHIBIT 1

Matter Billing Detail

Report Date: 2/19/2026
Report Time: 3:37PM
Page: 1 of 2
User ID: Ceja

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/19/2026

Client: CENTRALCHEES - Cesar Mendoza

Matter: CENTRALVALLEYCE - Central Valley Cheese, Inc.- Cesar Mendoza v. Central Valley Cheese Inc.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
09/29/2022	FIL	Filing Fee - LWDA Filing Fee	\$75.00		Unbilled				
09/30/2022	POS	Postage - 9.29.22 Mailing LWDA	\$27.51		Unbilled				
09/30/2022	FIL	Filing Fee - 9.29.22 LWDA	\$75.00		Unbilled				
09/30/2022	FST	First Legal Network - E-Filing - Complaint, Civil Case Cover IN# 30216387	\$1,615.75		Unbilled				
11/22/2022	FST	First Legal Network - E-Filing - Notice and Acknowledgment of Receipt IN# 30219274	\$37.25		Unbilled				
12/09/2022	FST	First Legal Network - Request for Dismissal-In#30222171	\$37.25		Unbilled				
01/20/2023	FST	First Legal Network - E-Filing - Case Management Conference Statement IN# 30224217	\$39.50		Unbilled				
03/15/2023	FST	First Legal Network - E-Filing - Joint Stipulation Requesting Leave IN# 30240914	\$61.50		Unbilled				
04/13/2023	FST	First Legal Network - E-Filing - Case Management Conference Statement IN# 30233810	\$39.50		Unbilled				
04/28/2023	CCL	Court Call - 05.01.23 VCourt Confirmation-CMC-MC	\$30.35		Unbilled				
05/31/2023	MED	Mediation Services - IN# 6691650 Check # 10882	\$475.00		Unbilled				
08/07/2023	FST	First Legal Network - E-Filing - CM Conference Statement IN# 30248438	\$39.35		Unbilled				
12/01/2023	FST	First Legal Network - Case Management Statement IN# 30263586	\$39.35		Unbilled				
12/01/2023	FST	First Legal Network - Filing - Case Management Statement IN# 30263586	\$39.35		Unbilled				
05/03/2024	FST	First Legal Network - Filing - Case Management Statement IN# 30283542	\$41.70		Unbilled				
		Total:	<u>\$2,673.36</u>	<u>\$0.00</u>					
		Balance:	<u>\$2,673.36</u>						

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 : - - - - -			\$2,673.36						
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

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/19/2026
Client: CENTRALCHEES - Cesar Mendoza
Matter: CENTRAL PAGA - Central Valley Cheese, Inc. PAGA - Mendoza v Central Valley Cheese, Inc

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
12/12/2022	FST	First Legal Network - E-Filing - PAGA Complaint, Civil Case Cover Sheet, Filing - Civil Case Cover Sheet IN# 30222171	\$1,790.97		Unbilled				
04/03/2023	FST	First Legal Network - E-Filing - Request for Dismissal IN# 30233810	\$39.50		Unbilled				
Total:			\$1,830.47	\$0.00					
Balance:			\$1,830.47						
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 : -----			\$1,830.47						
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 2

MATERN LAW GROUP, PC

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Attorneys for Plaintiff LUCRECIA

MENDOZA-RAMIREZ, individually, and on

behalf of all others similarly situated

[Additional Counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

VANESSA GARCIA, LUCRECIA
MENDOZA-RAMIREZ, ESTATE OF CESAR
MENDOZA, SILVESTRE GARIBAY LEMUS,
and JUAN G DE LEON, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

vs.

CENTRAL VALLEY CHEESE, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV-21-004756

[Assigned for all purposes to the Honorable
John D. Freeland, Department 23]

CLASS ACTION

**DECLARATION OF PLAINTIFF JUAN G
DE LEON IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: October 3, 2025

Time: 8:30 a.m.

Department: 23

Complaint Filed: August 31, 2021

Trial Date: None Set

WILSHIRE LAW FIRM

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behalf of all others similarly situated

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Facsimile: (949) 387-6676

Attorneys for Plaintiffs

ESTATE OF CESAR MENDOZA,

SILVESTRE GARIBAY LEMUS, and

JUAN G DE LEON, individually, and on
behalf of all others similarly situated

DECLARATION OF JUAN G. DE LEON

I, JUAN G DE LEON hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. 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 Central Valley Cheese, Inc. starting in January of 2018 through approximately March of 2022 as a Non-Exempt Employee working as a machine operator person for Defendant during the liability period.

3. As a non-exempt employee, I suffered the same damages as other non-exempt employees. These included not being paid all my wages, not provided accurate wage statements, not provide meal periods and rest breaks, not accurately or timely paid wages upon my separation from Defendant's employ and related claims 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 bases 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.

6. My attorneys provided me with the complaint. I closely reviewed the complaint to ensure accuracy and completeness and as a result, I caused my attorneys to file the class action complaint alleging claims for the allegations alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the complaint, I collaborated with my attorneys on

1 the prosecution of my claims, and I regularly contacted my attorneys to stay current on the status
2 of the litigation, and to discuss my attorneys' progress in prosecuting the claims.

3 7. Since I believe I was not accurately paid wages, not timely paid wages, not
4 provided meal and rest periods, not provided with all wages earned and owed upon my separation
5 from employment, and not provided accurate itemized wage statements and related claims. I
6 believe that I have been similarly injured as to all other class members in the settlement who
7 worked for Defendant during the class period. I believe the claims asserted in the Complaint and
8 First Amended Complaint is also shared by the other Class Members. I worked with various other
9 non-exempt employees and I believe we were all treated the same and subject to the same
10 unlawful policies.

11 8. On September 9, 2022, I, through my attorneys, and our co plaintiffs submitted a
12 notice with the Labor & Workforce Development Agency ("LWDA") alleging that Defendant.
13 violated a multitude of Labor Code sections pursuant to Labor Code section 2699

14 9. On September 30, 2022, I, through my attorneys, and along with my co Plaintiffs
15 filed this action against Defendant for Defendant's alleged failure to: (a) pay wages including
16 overtime, (b) provide meal periods for every work period exceeding more than ten (10) hours per
17 day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in
18 lieu of providing a meal period; (c) provide rest breaks for every four hours or major fraction
19 thereof worked and failure to pay an additional hour's of pay or accurately pay an additional
20 hour's of pay in lieu of providing a rest period; (d) pay all wages earned and owed timely both
21 during and upon separation from Defendant's employ, (e) provide accurate itemized wage
22 statements, (f) failure to reimburse expenses, (g) various consumer credit claims under the
23 reimburse necessary business expenses and (f) for unfair competition ("UCL").

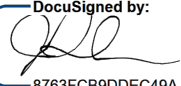
24 10. Since I agreed to become a Class Representative, I have worked every step of the
25 way with my attorneys. During the course of the litigation I have always kept the best interest of
26 the Class Members on equal footing as mine.

27 11. As one of the Class Representatives, I have spent numerous hours consulting with
28 my attorneys, providing documentation, consulting with other Class Members, responding to

1 questions by my attorneys, providing documents to my attorneys, working with my attorneys to
2 review documents received, helping my attorneys in preparing for the mediation and attending the
3 mediation via telephone. I was consulted about the status of the case and provided constant
4 feedback about the case from my attorneys including the mediation, settlement negotiations and
5 eventual settlement. I estimate I have spent approximately 30-40 hours working on this case.

6 12. From the beginning of this case, I have freely chosen to accept the risks of
7 being one of the Class Representatives in this class action lawsuit. I also believe the requested
8 Class Representative Service Payment is fair and reasonable because my decision to accept the
9 risk of being a Class Representative in a class action under the Labor Code may affect my future
10 ability to get other jobs in this industry. I also understood and accepted the risk of potentially
11 being liable for the opposing parties' costs and attorneys' fees if I was unsuccessful in this
12 lawsuit. I voluntarily assumed these real and large risks and the case would not have been
13 brought without me and the other class members. I believe the Class Members will receive a
14 good benefit by resolving their claims against Defendant under the terms of the settlement. As a
15 result of my efforts, I also believe the Class Representative Service Award is reasonable, and I
16 respectfully request the Court approve the amount of \$10,000.00 to each named Plaintiff as fair
17 and reasonable.

18 I declare under penalty of perjury under the laws of the state of California that the
19 foregoing is true and correct. Executed on September 9, 2025, at Carson, California.

20 DocuSigned by:
21 
22 8763FCB9DDEC49A...

23 **JUAN G DE LEON**
24
25
26
27
28

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Attorneys for Plaintiff LUCRECIA

MENDOZA-RAMIREZ, individually, and on
behalf of all others similarly situated

[Additional Counsel listed on following page]

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

VANESSA GARCIA, LUCRECIA
MENDOZA-RAMIREZ, ESTATE OF CESAR
MENDOZA, SILVESTRE GARIBAY LEMUS,
and JUAN G DE LEON, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

vs.

CENTRAL VALLEY CHEESE, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV-21-004756

[Assigned for all purposes to the Honorable
John D. Freeland, Department 23]

CLASS ACTION

**DECLARATION OF PLAINTIFF
SILVESTRE GARIBAY LEMUS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 3, 2025

Time: 8:30 a.m.

Department: 23

Complaint Filed: August 31, 2021

Trial Date: None Set

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Attorneys for Plaintiffs

ESTATE OF CESAR MENDOZA,
SILVESTRE GARIBAY LEMUS, and
JUAN G DE LEON, individually, and on
behalf of all others similarly situated

DECLARATION OF SILVESTRE GARIBAY LEMUS

I, SILVESTRE GARIBAY LEMUS hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. 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 Central Valley Cheese, Inc. starting in 2007 through approximately 2021 as a Non-Exempt Employee working as a warehouse person for Defendant during the liability period.

3. As a non-exempt employee, I suffered the same damages as other non-exempt employees. These included not being paid all my wages, not provided accurate wage statements, not provide meal periods and rest breaks, not accurately or timely paid wages upon my separation from Defendant's employ and related claims 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 bases 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.

6. My attorneys provided me with the complaint. I closely reviewed the complaint to ensure accuracy and completeness and as a result, I caused my attorneys to file the class action complaint alleging claims for the allegations alleged therein. Thereafter, I have been fully

involved in my case. Following the filing of the complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in prosecuting the claims.

7. Since I believe I was not accurately paid wages, not timely paid wages, not provided meal and rest periods, not provided with all wages earned and owed upon my separation from employment, and not provided accurate itemized wage statements and related claims. I believe that I have been similarly injured as to all other class members in the settlement who worked for Defendant during the class period. I believe the claims asserted in the Complaint and First Amended Complaint is also shared by the other Class Members. I worked with various other non-exempt employees and I believe we were all treated the same and subject to the same unlawful policies.

8. On September 9, 2022, I, through my attorneys, submitted a notice with the Labor & Workforce Development Agency ("LWDA") alleging that Defendant. violated a multitude of Labor Code sections pursuant to Labor Code section 2699

9. On September 30, 2022, I, through my attorneys, filed this action against Defendant for Defendant's alleged failure to: (a) pay wages including overtime, (b) provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) pay all wages earned and owed timely both during and upon separation from Defendant's employ, (e) provide accurate itemized wage statements, (f) failure to reimburse expenses, (g) various consumer credit claims under the reimburse necessary business expenses and (f) for unfair competition ("UCL").

10. Since I agreed to become a Class Representative, I have worked every step of the way with my attorneys. During the course of the litigation I have always kept the best interest of the Class Members on equal footing as mine.

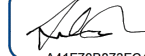
11. As one of the Class Representatives, I have spent numerous hours consulting with

1 my attorneys, providing documentation, consulting with other Class Members, responding to
2 questions by my attorneys, providing documents to my attorneys, working with my attorneys to
3 review documents received, helping my attorneys in preparing for the mediation and attending the
4 mediation via telephone. I was consulted about the status of the case and provided constant
5 feedback about the case from my attorneys including the mediation, settlement negotiations and
6 eventual settlement. I estimate I have spent approximately 35 hours working on this case.

7 12. From the beginning of this case, I have freely chosen to accept the risks of
8 being one of the Class Representatives in this class action lawsuit. I also believe the requested
9 Class Representative Service Payment is fair and reasonable because my decision to accept the
10 risk of being a Class Representative in a class action under the Labor Code may affect my future
11 ability to get other jobs in this industry. I also understood and accepted the risk of potentially
12 being liable for the opposing parties' costs and attorneys' fees if I was unsuccessful in this
13 lawsuit. I voluntarily assumed these real and large risks and the case would not have been
14 brought without me and the other class members. I believe the Class Members will receive a
15 good benefit by resolving their claims against Defendant under the terms of the settlement. As a
16 result of my efforts, I also believe the Class Representative Service Award is reasonable, and I
17 respectfully request the Court approve the amount of \$10,000.00 to each named Plaintiff as fair
18 and reasonable.

19 I declare under penalty of perjury under the laws of the state of California that the
20 foregoing is true and correct. Executed on September 9, 2025, at Carson, California.

21 DocuSigned by:

22 

23 A41F70B673FC468...

24 **SILVESTRE GARIBAY LEMUS**

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Attorneys for Plaintiff VANESSA GARCIA

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

VANESSA GARCIA, LUCRECIA
MENDOZA-RAMIREZ, ESTATE OF CESAR
MENDOZA, SILVESTRE GARIBAY LEMUS,
and JUAN G DE LEON, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiffs,

vs.

CENTRAL VALLEY CHEESE, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV-21-004756

CLASS & REPRESENTATIVE ACTION

Assigned for all purposes to:
Hon. John Freeland
Dept. 23

**DECLARATION OF PLAINTIFF
VANESSA GARCIA IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: March 18, 2026
Time: 8:30 a.m.
Dept.: 23

DECLARATION OF PLAINTIFF VANESSA GARCIA

I, Vanessa Garcia, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Central Valley Cheese, Inc. ("Defendant"). I worked for Defendant from approximately June 2020 to approximately April 2021 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Defendant's policies and practices that have been alleged as unlawful in the Second Amended Class & Representative Action Complaint and Private Attorneys General Act ("PAGA") Notice sent to Defendant and the Labor & Workforce Development Agency.

4. I initiated this lawsuit because I was concerned that I was not paid properly for all the hours that I worked, and I was not provided all of my meal and rest breaks.

5. By originating this lawsuit as a class representative, I hoped that I might be able to change Defendant's policies to better protect the working conditions of my co-workers. I also understood that it was my duty as a class representative to represent the best interests of the class, know about the lawsuit, assist my attorneys, and keep updated on the case.

6. I have invested a lot of personal time and energy into this lawsuit. As detailed more fully below, I have spent approximately 45 hours on this case. I made it a priority to be actively involved because I wanted to do everything I can to assist my attorneys in prosecuting this case.

7. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. For example, during some of the phone calls, my attorneys and I were able to identify instances when I was not paid correctly.

1 Additionally, leading up to the mediation in June 2023, I had multiple lengthy phone calls with
2 Wilshire Law Firm regarding the claims at issue and what was to transpire at the mediation.

3 8. Throughout the case, I also spent time looking for documents relevant to the case to
4 send to my attorneys. I spent numerous hours looking for these documents, including when I first
5 contacted my attorneys, before my attorneys filed the case, and before my case was mediated. I
6 also spent time reviewing legal documents in this case, including the retainer and settlement
7 agreement and discussed, in detail, the terms with my attorneys.

8 9. Additionally, I made myself fully available on the day of mediation and was in
9 continuous contact with my attorneys to assist with any questions or issues that may have arisen.

10 10. I believe the settlement is a good settlement and I would recommend that the Court
11 approve it because I believe that this settlement is fair, adequate, and reasonable. I am glad that I
12 had the opportunity to represent the class in this lawsuit and that I was able to recover money
13 through a settlement for the class.

14 11. I did not make the decision to file a class action lightly. I was concerned by the
15 attention a publicly filed lawsuit, and especially a class action, would attract. My name would be
16 associated with a lawsuit that I filed against my former employer. I am mindful that prospective
17 employers might find out that I sued Defendant. Nevertheless, I felt that important rights were at
18 stake that hurt everyone, and something ought to be done about it.

19 12. I also understand that there was financial risk in bringing this lawsuit. For example,
20 I knew that if I did not prevail in this lawsuit that I could potentially be responsible for Defendant's
21 attorneys' fees and costs.

22 13. I understand that the settlement agreement provides a service payment to me of up
23 to \$10,000.00. I believe this amount is fair compensation for my time and effort for aiding in the
24 prosecution of this case, and the risks with respect to my future employment. In addition, the
25 settlement requires that I enter into a general release, which I understand is broader than the release
26 that will bind other class members. I am receiving no compensation additional to that provided for
27 in the settlement.

28 ///

14. Based on my involvement in this case and the benefits provided to my former co-workers, I can say I helped stand up for the other workers who were too afraid to say anything to management because they did not want to risk losing their jobs or risk the stigma of suing an employer. I was not afraid to take that risk because I strongly care about helping out my former co-workers.

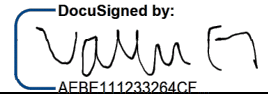
15. I reviewed, and ultimately signed, the Class Action and PAGA Settlement Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of the class claims and Defendant's defenses.

16. I have no conflicts of interest with any class member or the Settlement Administrator (ILYM Group, Inc.).

17. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

Executed on 9/10/2025, at Turlock, California.

DocuSigned by:

 AEFB111233264CF

Vanessa Garcia

1 **MATERN LAW GROUP, PC**

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12 Attorneys for Plaintiff LUCRECIA

13 MENDOZA-RAMIREZ, Individually, and on

14 behalf of all others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF STANISLAUS**

17 VANESSA GARCIA, LUCRECIA

18 MENDOZA-RAMIREZ, ESTATE OF CESAR

19 MENDOZA, SILVESTRE GARIBAY LEMUS,

20 and JUAN G DE LEON, individually, on behalf

21 of all others similarly situated, and on behalf of

22 the State of California and other aggrieved

23 persons,

24 Plaintiff,

25 vs.

26 CENTRAL VALLEY CHEESE, INC., a

27 California corporation; and DOES 1 through 50,

28 inclusive,

Defendants.

Case No. CV-21-004756

[Assigned for all purposes to the Honorable
John Freeland, Department 23]

CLASS ACTION

**DECLARATION OF PLAINTIFF
LUCRECIA MENDOZA-RAMIREZ IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: October 3, 2025

Time: 8:30 a.m.

Department: 23

Complaint Filed: August 31, 2021

Trial Date: None Set

*[Filed and served concurrently with Notice of
Motion and Motion for Preliminary
Approval; Declarations of Dalia Khalili,
Arrash T. Fattahi, James Hawkins, Vanessa
Garcia, Silvestre Garibay Lemus, Juan De
Leon; and [Proposed] Order]*

1 I, Lucrecia Mendoza-Ramirez, declare as follows:

2 1. I am a named Plaintiff in the above-entitled action. I have personal knowledge of
3 the facts set forth in this declaration and could and would readily and competently testify under
4 oath if called as a witness.

5 2. This declaration is submitted in support of Plaintiff's Motion for Preliminary
6 Approval of Class Action and PAGA Settlement.

7 3. I worked for Defendant Central Valley Cheese, Inc. ("CVC" or "Defendant") at its
8 Turlock, California facility from approximately 2017 to 2021.

9 4. I retained Matern Law Group, PC ("MLG") in this action approximately 4.5 years
10 ago in March of 2021. Since retaining MLG in this action, I have actively participated in this
11 action, including but not limited to, in the following ways:

- 12 • Preliminary in-person meetings with my attorneys regarding the potential claims;
- 13 • Telephone conversations with my attorneys prior to filing the Complaint;
- 14 • Searching for, reviewing, and explaining relevant documents to my attorneys before the
15 Complaint was filed;
- 16 • Searching for and producing relevant documents to my attorneys in response to advance
17 of the mediation;
- 18 • Telephone conversations with my attorneys to provide additional information prior to the
19 mediation, and remaining on call to answer during the mediation in order to answer any
20 questions from my attorneys;
- 21 • Providing information to my attorneys involving my employment with Defendant, the
22 claims in the action, and potential witnesses;
- 23 • Telephone conversations with my attorneys regarding the drafting and execution of the
24 long form settlement agreement and reviewing the settlement agreement;
- 25 • Telephone conversations and email communications with my attorneys regarding the
26 drafting of the Motion for Preliminary Approval of Class Action Settlement;
- 27 • Additional communications with my attorneys regarding case status and strategy; and
28 • Reviewing and executing a declaration in support of Plaintiff's Motion for Preliminary

1 Approval of Class Action Settlement.

2 5. I also made sure to maintain regular contact with my attorneys throughout this
3 action, and I made sure I understood what was going on in the case so I could make informed
4 decisions on behalf of the class and myself. In total, I estimate that I have spent at least
5 approximately 40 hours on this case. In addition, I have spent a considerable amount of time
6 thinking about this case since retaining MLG.

7 6. I knew how important it was for me to serve as a class representative. In fact, I
8 knew that the majority of my former coworkers would not be willing to serve as a class
9 representative in this case, despite the multiple Labor Code violations I observed, out of fear of
10 retaliation.

11 7. I wanted to serve as a class representative because I wanted to help make sure that
12 other employees got treated fairly under California law.

13 8. I understand the responsibilities of being a Class Representative, including that I
14 am seeking to represent all members of the Class and their interests. I have no interests that are
15 inconsistent with the interests of the Class Members I seek to represent, and I will adequately
16 represent those Class Members. If approved as a Class Representative, I would always consider
17 the interests of Class Members just as I would consider my own interests, and I understand that I
18 must even put the interests of Class Members before my own interests. I recognize and accept that
19 any resolution of this lawsuit is subject to court approval and must be designed in the best interest
20 of the Class as a whole.

21 9. I fully realized the risks I would be taking by pursuing this class action as the
22 named plaintiff and class representative. I knew that my future employers might conduct a
23 background check on me or otherwise find out about my participation in this lawsuit against a
24 previous employer and might retaliate against me as a result.

25 10. I also placed myself at substantial risk because, if Defendant prevailed in this
26 action, I knew that I potentially could be liable for Defendant's costs and fees.

27 11. Prior to and throughout the entire litigation, I did the best that I could to represent
28 the class and to look out for the interests of Defendant's other non-exempt employees.

12. I am not related to anyone associated with Matern Law Group, PC. I have not entered into any undisclosed agreements, nor have I received any undisclosed compensation in this matter. The only compensation I will receive is whatever amount the Court awards as a service payment, as well as my share of the Net Settlement Amount as a class member.

13. I believe that the requested \$10,000 Class Representative Service Payment for serving as a class representative is reasonable given the significant time and effort I have expended on behalf of the class and the risks I faced in serving as a named plaintiff and proposed representative. Approximately 303 class members will receive the opportunity to participate in the settlement and to receive payment for alleged wage and hour violations. Since I was taking the risk for them, each class member did not have to expend his or her own time and resources to pursue legal remedies individually. This action would not have been possible without my active participation and my willingness to place myself at risk for the sake of the other class members, or without my active participation in the lawsuit.

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

Executed on September 9, 2025, at Livingston, California.

Lucrecia Mendoza-Ramirez
Lucrecia Mendoza-Ramirez

1 **MATERN LAW GROUP, PC**

2 Matthew J. Matern (SBN 159798)

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4 Dalia Khalili (SBN 253840)

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11 Facsimile: (310) 531-1901

12 Abogados de la demandante LUCRECIA

13 MENDOZA-RAMIREZ, individualmente y en

14 nombre de todos los demás en situación similar

15 **TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA**

16 **PARA EL CONDADO DE STANISLAUS**

17 VANESSA GARCIA, LUCRECIA

18 MENDOZA-RAMIREZ, ESTATE OF CESAR

19 MENDOZA, SILVESTRE GARIBAY LEMUS,

20 y JUAN G DE LEON, individualmente, en

21 nombre de todos los demás en situación similar,

22 y en nombre del Estado de California y otros

23 agraviados personas,

24 Demandante,

25 vs.

26 CENTRAL VALLEY CHEESE, INC., una

27 corporación de California; y DOES 1 through 50,

28 inclusive,

Acusados.

Caso No. CV-21-004756

[Asignado para todos los fines al Honorable
John Freeland, Departamento 23]

DEMANDA COLECTIVA

**DECLARACIÓN DE LA DEMANDANTE
LUCRECIA MENDOZA-RAMÍREZ EN
APOYO DE LA MOCIÓN DE LOS
DEMANDANTES PARA LA
APROBACIÓN PRELIMINAR DE LA
DEMANDA COLECTIVA Y EL
ACUERDO PAGA**

Fecha: 3 de octubre de 2025

Hora: 8:30 a.m.

Departamento: 23

Queja presentada: 31 de agosto de 2021

Fecha del juicio: Ninguna establecida

*[Presentado y notificado simultáneamente
con el Aviso de Moción y la Moción de
Aprobación Preliminar; Declaraciones de
Dalia Khalili, Arrash T. Fattahi, James
Hawkins, Vanessa Garcia, Silvestre Garibay
Lemus, Juan De Leon; y Orden [Propuesta]*

Yo, Lucrecia Mendoza-Ramírez, declaro lo siguiente:

1. Soy una demandante nombrada en la acción antes mencionada. Tengo conocimiento personal de los hechos expuestos en esta declaración y podría testificar bajo juramento de manera pronta y competente si se me llama como testigo.

2. Esta declaración se presenta en apoyo de la Moción del Demandante para la Aprobación Preliminar de la Demanda Colectiva y el Acuerdo de PAGA.

3. Trabajé para el demandado Central Valley Cheese, Inc. ("CVC" o "demandado") en sus instalaciones de Turlock, California, desde aproximadamente 2017 hasta 2021.

4. Contraté a Matern Law Group, PC ("MLG") en esta acción hace aproximadamente 4.5 años en marzo de 2021. Desde que retuve a MLG en esta acción, he participado activamente en esta acción, incluyendo, pero no limitado a, de las siguientes maneras:

- Reuniones preliminares en persona con mis abogados sobre los posibles reclamos;
- Conversaciones telefónicas con mis abogados antes de presentar la Demanda;
- Buscar, revisar y explicar documentos relevantes a mis abogados antes de que se presentara la Demanda;
- Buscar y presentar documentos relevantes a mis abogados en respuesta al avance de la mediación;
- Conversaciones telefónicas con mis abogados para proporcionar información adicional antes de la mediación, y permanecer de guardia para responder durante la mediación con el fin de responder cualquier pregunta de mis abogados;
- Proporcionar información a mis abogados sobre mi empleo con el demandado, los reclamos en la acción y los posibles testigos;
- Conversaciones telefónicas con mis abogados sobre la redacción y ejecución del acuerdo de conciliación de formato largo y la revisión del acuerdo de conciliación;
- Conversaciones telefónicas y comunicaciones por correo electrónico con mis abogados sobre la redacción de la Moción de Aprobación Preliminar del Acuerdo de Demanda Colectiva;
- Comunicaciones adicionales con mis abogados sobre el estado y la estrategia del caso; y

- Revisión y ejecución de una declaración en apoyo de la Moción del Demandante para la Aprobación Preliminar del Acuerdo de Demanda Colectiva.

5. También me aseguré de mantener un contacto regular con mis abogados a lo largo de esta acción, y me aseguré de entender lo que estaba sucediendo en el caso para poder tomar decisiones informadas en nombre de la clase y de mí mismo. En total, calculo que he dedicado al menos aproximadamente 40 horas a este caso. Además, he pasado una cantidad considerable de tiempo pensando en este caso desde que contrataré MLG.

6. Sabía lo importante que era para mí servir como representante de clase. De hecho, sabía que la mayoría de mis antiguos compañeros de trabajo no estarían dispuestos a servir como representante de la clase en este caso, a pesar de las múltiples violaciones del Código Laboral que observé, por temor a represalias.

7. Quería servir como representante de la clase porque quería ayudar a asegurarme de que otros empleados recibieran un trato justo según la ley de California.

8. Entiendo las responsabilidades de ser un Representante del Grupo, incluido el hecho de que busco representar a todos los miembros del Grupo y sus intereses. No tengo intereses que sean inconsistentes con los intereses de los Miembros del Grupo que busco representar, y representaré adecuadamente a esos Miembros del Grupo. Si se me aprueba como Representante del Grupo, siempre consideraría los intereses de los Miembros del Grupo al igual que consideraría mis propios intereses, y entiendo que incluso debo anteponer los intereses de los Miembros del Grupo a los míos. Reconozco y acepto que cualquier resolución de esta demanda está sujeta a la aprobación del tribunal y debe diseñarse en el mejor interés de la Clase en su conjunto.

9. Me di cuenta de los riesgos que correría al presentar esta demanda colectiva como demandante y representante de la clase. Sabía que mis futuros empleadores podrían realizar una verificación de antecedentes sobre mí o enterarse de mi participación en esta demanda contra un empleador anterior y, como resultado, podrían tomar represalias contra mí.

10. También me puse en un riesgo sustancial porque, si el demandado prevalecía en esta acción, sabía que potencialmente podría ser responsable de los costos y honorarios del

1 demandado.

2 11. Antes y durante todo el litigio, hice lo mejor que pude para representar a la clase y
3 velar por los intereses de los otros empleados no exentos del demandado.

4 12. No estoy relacionado con nadie asociado con Matern Law Group, PC. No he
5 celebrado ningún acuerdo no revelado, ni he recibido ninguna compensación no revelada en este
6 asunto. La única compensación que recibiré es la cantidad que el Tribunal otorgue como pago por
7 servicio, así como mi parte del Monto Neto del Acuerdo como miembro del grupo.

8 13. Creo que el pago de servicio de representante de la clase de \$10,000 solicitado por
9 servir como representante de la clase es razonable dado el tiempo y el esfuerzo significativos que
10 he dedicado en nombre de la clase y los riesgos que enfrenté al servir como demandante nombrado
11 y representante propuesto. Aproximadamente 303 miembros de la clase recibirán la oportunidad
12 de participar en el acuerdo y recibir el pago por presuntas violaciones de salarios y horas. Dado
13 que estaba asumiendo el riesgo por ellos, cada miembro de la clase no tenía que gastar su propio
14 tiempo y recursos para buscar recursos legales individualmente. Esta acción no habría sido
15 posible sin mi participación activa y mi voluntad de ponerme en riesgo por el bien de los otros
16 miembros de la clase, o sin mi participación activa en la demanda.

17 Declaro bajo pena de perjurio bajo las leyes del Estado de California que lo anterior es
18 verdadero y correcto.

19 Ejecutado el 9 de septiembre de 2025 en Livingston, California.

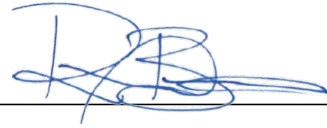
20
21 Lucrecia Mendoza-Ramirez

22 Lucrecia Mendoza-Ramirez
23
24
25
26
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28

1 I, Roxana Barcenas, declare under penalty of perjury under the laws of the State of
2 California that I am competent in the English and Spanish languages, and that I translated this
3 declaration for the client into Spanish, and that Leticia Flores did affirm the truth of its contents,
4 to the best of her knowledge and belief, prior to her execution of this agreement.

5
6 September 10, 2025

7 Date



Roxana Barcenas

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Attorneys for Plaintiff VANESSA GARCIA

[Additional counsel listed on following page]

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

VANESSA GARCIA, LUCRECIA
MENDOZA-RAMIREZ, ESTATE OF CESAR
MENDOZA, SILVESTRE GARIBAY LEMUS,
and JUAN G DE LEON, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiffs,

vs.

CENTRAL VALLEY CHEESE, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV-21-004756

CLASS & REPRESENTATIVE ACTION

Assigned for all purposes to:
Hon. John Freeland
Dept. 23

**DECLARATION OF ARRASH T.
FATTAHI IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: March 18, 2026
Time: 8:30 a.m.
Dept.: 23

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MENDOZA, SILVESTRE GARIBAY LEMUS,
and JUAN G DE LEON

DECLARATION OF ARRASH T. FATTAHI

I, Arrash T. Fattahi, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Vanessa Garcia ("Plaintiff Garcia"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

2. Plaintiff Garcia is represented by Wilshire Law Firm, PLC. The attorneys at Wilshire Law Firm, PLC performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

3. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

4. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

5. I graduated from the University of California, Los Angeles with a Bachelor of Arts in Political Science, *summa cum laude*. I received my Juris Doctor from The George Washington University Law School. During law school, I was a member of the student editorial board for the Federal Circuit Bar Journal.

6. My practice is focused on advocating for the rights of consumers and employees in class action litigation. I am currently the managing attorney in charge of litigating several class

1 action cases in state and federal courts in California.

2 7. As the attorney responsible for day-to-day management of this matter at the
3 Wilshire Law Firm, PLC, I have over four years of experience litigating wage and hour class
4 actions. Over the past four plus years, I have managed and assisted with the litigation and
5 settlement of several wage and hour class actions. In those class actions, I performed similar tasks
6 as those performed in the course of prosecuting this action.

7 8. I was selected as a “Southern California Rising Star” in 2025.

8 9. My current contingent billing rate of \$850 per hour is consistent with the legal
9 market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour
10 matters. However, for this matter my billing rate is based off \$750.00 per hour. Below is a non-
11 exhaustive list of the cases where I have been appointed as class counsel in my own right (as
12 opposed to being part of a firmwide appointment of counsel):

- 13 a. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County Superior Court, Case No.
14 RG21096357; Motion for Final Approval granted on January 31, 2023.
- 15 b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County Superior Court,
16 Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- 17 c. *Reyes v. Everytable, PBC, et al.*, Los Angeles County Superior Court, Case No.
18 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- 19 d. *Ortiz v. Tara Materials, Inc.*, San Diego County Superior Court, Case No. 37-2021-
20 0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 21 e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County Superior Court,
22 Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on
23 May 30, 2023.
- 24 f. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County Superior Court,
25 Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- 26 g. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County Superior
27 Court, Case No. 21CECG03817; Motion for Final Approval granted on August 21,
28 2023.

- 1 h. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County Superior Court,
2 Case No. CIVSB2118622; Motion for Final Approval granted on September 13,
3 2023.
- 4 i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County Superior Court, Case No.
5 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- 6 j. *Nunez v. Gabriel Container*, Los Angeles County Superior Court, Case No.
7 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- 8 k. *Lupercio v. Western CNC, Inc.*, San Diego County Superior Court, Case No. 37-
9 2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26,
10 2024.
- 11 l. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County
12 Superior Court, Case No. CIVSB2124721; Motion for Final Approval granted on
13 February 1, 2024.
- 14 m. *Cuadras, et al. v. Guinn Corporation*, Kern County Superior Court, Case No. BCV-
15 21-101520; Motion for Final Approval granted on February 22, 2024.
- 16 n. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County Superior
17 Court, Case No. CIVSB2213347; Motion for Final Approval granted on April 2,
18 2024.
- 19 o. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County Superior
20 Court, Case No. 21STCV31612; Motion for Final Approval granted on May 20,
21 2024.
- 22 p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County Superior Court, Case No.
23 23CV00951; Motion for Final Approval granted on July 11, 2024.
- 24 q. *Snell v. Shasta Community Health Center*, Shasta County Superior Court, Case No.
25 CVCV22-199416; Motion for Final Approval granted on November 12, 2024.
- 26 r. *Arce v. Sammy's Woodfired Pizza*, San Diego County Superior Court, Case No. 37-
27 2023-00037670-CU-OE-CTL; Motion for Final Approval granted on January 10,
28 2025.

- s. *Ochoa, et al. v. La Tavola, LLC*, Napa County Superior Court, Case No. 22CV000862; Motion for Final Approval granted on January 23, 2025.
- t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.
- u. *Torres v. Lupton Excavation, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.
- v. *Peterson v. PJ Printers*, Orange County Superior Court, Case No. 30-2022-01247546-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.
- w. *Harris v. D&D Gear Incorporated dba Absolute Technologies, Inc.*, Orange County Superior Court, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.

10. Benjamin has been appointed as class counsel in numerous wage-and-hour cases throughout California. Below is a non-exhaustive list of cases where he was appointed as class counsel or himself and other members of his firm were appointed as class counsel:

- a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.
- b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-21-000269; Motion for Final Approval granted on January 10, 2023.
- c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No. 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-

- 1 OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 2 h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-
- 3 00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- 4 i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-
- 5 21-000544; Motion for Final Approval granted on August 11, 2023.
- 6 j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
- 7 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 8 k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
- 9 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 10 l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261;
- 11 Motion for Final Approval granted on October 17, 2023.
- 12 m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion
- 13 for Final Approval granted on November 2, 2023.
- 14 n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No.
- 15 CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- 16 o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-
- 17 CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- 18 p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County,
- 19 Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- 20 q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
- 21 Motion for Final Approval granted on February 22, 2024.
- 22 r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-CV-
- 23 01145; Motion for Final Approval granted on March 15, 2024.
- 24 s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.
- 25 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 26 t. *Williams, et al v. Eisenhower Medical Center*, Riverside County, Case No.
- 27 RIC1905151; Motion for Final Approval granted on April 18, 2024.
- 28 u. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640;

1 Motion for Final Approval granted on April 24, 2024.

2 v. *Meza v. Argus Management Company, LLC*, et al., Los Angeles County, Case No.
3 21STCV31612; Motion for Final Approval granted on May 20, 2024.

4 w. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951;
5 Motion for Final Approval granted on July 11, 2024.

6 x. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No.
7 S-CV-268148; Motion for Final Approval granted on August 21, 2024.

8 y. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case
9 No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on
10 September 3, 2024.

11 z. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456;
12 Motion for Final Approval granted on May 1, 2024.

13 aa. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case
14 No.22STCV37390; Motion for Final Approval granted on December 3, 2024.

15 bb. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346;
16 Motion for Final Approval Granted on December 4, 2024.

17 cc. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No.
18 22CV397353; Motion for Final Approval granted on November 22, 2024.

19 dd. *Papel v. MCNIB Corporation dba McDonald's*, Orange County, Case No. 30-2023-
20 01304958-CU-OE-CXC; Motion for Final Approval granted on October 9, 2025.

21 11. Mr. Haber currently bills at an hourly rate of \$950.00. However, for this matter his
22 billing rate is based off an hourly rate of \$850.00.

23 12. Lisa B. Iturriaga is a Settlement Attorney at Wilshire Law Firm, PLC. She was
24 admitted to practice law in the State of California in 2021. Ms. Iturriaga graduated from University
25 of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in Marketing. She
26 received her Juris Doctor from Chapman University Dale E. Fowler School of Law. Since
27 graduating, her practice has been in insurance defense (previously) and employment law
28 (currently). Since 2023, she has exclusively worked on Plaintiff-side wage and hour cases. Ms.

1 Iturriaga is also a member of the California Employment Lawyers Association (CELA). She
2 currently bills at an hourly rate of \$600.00.

3 13. Arman A. Salehi is a fourth-year Associate Attorney at Wilshire Law Firm, PLC.
4 He was admitted to practice law in the State of California in 2023. Mr. Salehi graduated from the
5 University of California, Los Angeles with a Bachelor of Arts in Sociology. He received his Juris
6 Doctor from the University of California College of the Law, San Francisco (formerly known as
7 U.C. Hastings). Since November 2023, his practice has mainly been focused on wage and hour
8 class action litigation. He currently bills at an hourly rate of \$550.00.

9 14. Wilshire Law Firm, PLC, has performed significant work and incurred litigation
10 costs in prosecuting this matter with no guarantee of payment. The efforts expended by Class
11 Counsel to achieve this result include, but are not limited to, the following

- 12 a. the investigation of the matter, including meeting with Plaintiff Garcia, reviewing
13 Defendant Central Valley Cheese, Inc.'s ("Defendant") policies, and requesting
14 Plaintiff's time and pay records, personnel files, and exploring the corporate
15 structure of Defendant;
- 16 b. filing the Action;
- 17 c. drafting, reviewing and finalizing the First Amended Complaint;
- 18 d. drafting, reviewing and finalizing the Second Amended Complaint;
- 19 e. meeting and conferring with Defendant's counsel and co-counsels regarding the
20 case;
- 21 f. meeting and conferring with Defendant and co-counsels regarding mediation,
22 exchange of informal discovery beforehand, and negotiating with opposing counsel
23 regarding the parameters thereof;
- 24 g. selecting a mediator and mediation date;
- 25 h. working with opposing counsel, co-counsels and expert consultants for the receipt
26 of a representative sampling and analyzing the same with the aid of expert
27 consultants and Plaintiff Garcia to perform analyses of liability and exposure prior
28 to attendance of the mediation in this matter;

- i. reviewing policy documents from Defendant and researching applicable defenses;
- j. preparation and review of a mediation brief and damages model for use at mediation;
- k. attendance at mediation by all Parties and Counsel;
- l. communicating with Plaintiff Garcia;
- m. negotiating, finalizing and fully executing the settlement agreement with co-counsels and Defendant;
- n. preparing and reviewing the Motion for Preliminary Approval and supporting documents along with co-counsels;
- o. attending the Motion for Preliminary Approval hearing;
- p. communicating with the Settlement Administrator to ensure the Class Notice was properly distributed; and
- q. preparing, reviewing and filing the instant Motion for Final Approval and supporting documents along with co-counsels.

15. Wilshire Law Firm, PLC's current lodestar reflects the efficiencies achieved by the attorneys' experience in this field with 163.9 hours of work resulting in \$121,125.00 in fees. Matern Law Group, PC has represented their current lodestar reflects 337.8 hours of work resulting in \$274,175.00 in fees. James Hawkins APLC has represented their current lodestar reflects approximately 56.0 hours of work resulting in \$50,000.00 in fees. Class Counsel's (Wilshire Law Firm, PLC, Matern Law Group, PC, and James Hawkins APLC) **approximately 557.7 hours** of work results in **\$445,300.00** in total fees. Wilshire Law Firm, PLC, dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This amount does not include the time Class Counsels will spend at the final approval hearing and assisting the Settlement Administrator following final approval. The chart below shows the calculation of hours spent by each of Wilshire Law Firm, PLC's attorneys on this case:

///

Attorney	Hours	Hourly Rate	Total
Benjamin H. Haber	53.3	\$850.00	\$45,305.00
Arrash T. Fattahi	71.2	\$750.00	\$53,400.00
Lisa B. Iturriaga	15	\$600.00	\$9,000.00
Arman A. Salehi	24.4	\$550.00	\$13,420.00
TOTALS	163.9		\$121,125.00

16. The amount of \$445,300.00 surpasses the requested fee award of **\$425,000.00**, resulting in a negative multiplier. Wilshire Law Firm, PLC, has assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiff Garcia (and the other plaintiffs) are confident in the merits of their claims, a legitimate controversy exists as to each cause of action posing an actual risk that Plaintiff Garcia (and the other plaintiffs) may not succeed at class certification and/or trial. Any of these obstacles could have prevented recovery completely, meaning Class Counsel would have been left with no compensation for all the time and money invested in litigating this case. Despite these risks, Class Counsel took this case on a contingency basis so that Class Members (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. Consequently, Class Counsel were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. This time could have been spent on other potentially lucrative cases.

17. In litigation costs, Wilshire Law Firm, PLC, has spent \$18,703.32 on items such as filing fees, service fees, mediation fees, and expert fees. A true and correct copy of a breakdown of costs incurred by my office is attached hereto as **Exhibit 1**. Further, Matern Law Group, PC has represented that they spent \$18,921.28 in costs and James Hawkins APLC has represented that they spent \$4,503.83 in costs. Class Counsel's total costs are **\$42,128.43**. Since Class Counsel's actual costs exceed the maximum of \$35,000.00 set forth in the Settlement, Class Counsel are only seeking reimbursement of \$35,000.00. As such there will be no reversion to the Net Settlement Amount. All of the costs incurred were reasonable and necessary for the prosecution of this case.

18. Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases.

1 19. A copy of the Class Action and PAGA Settlement Agreement has previously been
2 submitted to the LWDA. To date, the LWDA has not responded to or objected to the Settlement in
3 this matter.

4 20. Class Counsel is not aware of any other pending matter or action asserting claims
5 that will be extinguished or affected by the Settlement.

6 21. Counsel for Defendant agreed to waive notice of the additional two court days
7 required for electronic service per Code of Civil Procedure § 1010.6(a)(3)(B). Counsel for
8 Defendant further agreed to accept electronic service of the Motion for Final Approval and related
9 papers on the 16th court day as the equivalent of personal service for purposes of notice and timing.
10 A true and correct copy of the Parties' communication regarding service is attached hereto as
11 **Exhibit 2.**

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct. Executed on February 24, 2026, at Los Angeles, California.

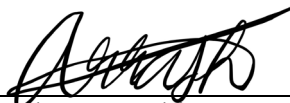
14
15 
16 _____
Arrash T. Fattahi

EXHIBIT 1

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

2/11/2026
Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
Legal Expenses Fees					
	9/2/2021		PAGA Fee	\$75.00	\$75.00
Total LEGAL EXPENSES FEES				\$75.00	\$75.00
Expert Fees					
	6/23/2023	8780	Expert Fees	4,075.00	4,075.00
Total EXPERT FEES				\$4,075.00	\$4,150.00
Mediation Fees					
	9/30/2022	6345366	JAMS/Mediation Fee	\$11,475.00	\$11,475.00
Total MEDIATION FEES				\$11,475.00	\$15,625.00
Process Service Fees					
	4/18/2022		Attorney Services	\$16.57	\$16.57
	4/25/2022		Attorney Services	\$2.35	\$2.35
	4/25/2022		Attorney Services	\$94.00	\$94.00
	7/13/2022		Attorney Services	\$13.90	\$13.90
	7/21/2022		Attorney Services	\$37.32	\$37.32
	9/7/2022		Attorney Services	\$17.60	\$17.60
	11/7/2022		Attorney Services	\$17.60	\$17.60
	11/16/2022		Attorney Services	\$94.00	\$94.00
	5/5/2023		Attorney Services	\$18.07	\$18.07
	5/15/2023		Attorney Services	\$2.35	\$2.35
	5/15/2023		Attorney Services	\$28.00	\$28.00
	12/7/2023		Attorney Services	\$2.35	\$2.35
	12/7/2023		Attorney Services	\$28.00	\$28.00
	5/15/2024		Attorney Services	\$2.35	\$2.35
	5/15/2024		Attorney Services	\$28.00	\$28.00
	8/31/2021	39856	Attorney Services	\$1,663.50	\$1,663.50
	9/22/2021	40424	Attorney Services	\$45.00	\$45.00
	11/3/2021	41728	Attorney Services	\$136.95	\$136.95
	1/6/2022	43574	Attorney Services	\$375.00	\$375.00
	7/27/2023	20881439	Attorney Services	\$14.36	\$14.36
	7/31/2023	20882013	Attorney Services	\$37.78	\$37.78
	8/2/2023	20910210	Attorney Services	\$18.22	\$18.22
	11/29/2023	21694163	Attorney Services	\$18.07	\$18.07
	5/2/2024	22812984	Attorney Services	\$20.13	\$20.13
	10/18/2024	23962146	Attorney Services	\$16.47	\$16.47
	10/21/2024	23971113	Attorney Services	\$40.99	\$40.99
	10/24/2024	23985117	Attorney Services	\$20.34	\$20.34
	11/1/2024	24055683	Attorney Services	\$20.34	\$20.34
	9/21/2021	40413	Attorney Services	\$131.00	\$131.00
	1/2/2026	CC013126TA-0038	Attorney Services	\$24.73	\$24.73
	1/15/2026	CC013126TA-1415	Attorney Services	\$35.00	\$35.00
	1/15/2026	CC013126TA-1422	Attorney Services	\$2.35	\$2.35
	10/3/2025	CC103125TA-0320	Attorney Services	\$2.35	\$2.35
	10/3/2025	CC103125TA-0321	Attorney Services	\$35.00	\$35.00
Total PROCESS SERVICE FEES				\$3,060.04	\$18,685.04
Other Costs					
	8/22/2023	E-3163430	Docusign Envelope	\$1.89	\$1.89
	6/15/2023	E-3150259	Docusign Envelope	\$1.89	\$1.89
	5/6/2022	E-1468952	Printing Cost	\$3.00	\$3.00
	9/1/2021	E-746356	Printing Cost	\$8.50	\$8.50
	6/16/2021	E-519158	Printing Cost	\$3.00	\$3.00

EXHIBIT 2

RE: Central Valley Cheese - Request to Accept E-Service in Lieu of Personal Service

From Benyamini, Pascal <pascal.benyamini@faegredrinker.com>

Date Tue 2/24/2026 3:47 PM

To Arman A. Salehi, Esq. <arman.salehi@wilshirelawfirm.com>

Cc Semaan, Amanda <amanda.semaan@faegredrinker.com>; Ibanez, Cesar M. <cesar.ibanez@faegredrinker.com>; Arrash Fattahi, Esq. <arrash.fattahi@wilshirelawfirm.com>; Lisa Iturriaga, Esq. <lisa.iturriaga@wilshirelawfirm.com>

Hi Arman, in depo, but yes, e-service is fine. Thx. Pascal

From: Arman A. Salehi, Esq. <arman.salehi@wilshirelawfirm.com>

Sent: Tuesday, February 24, 2026 3:42 PM

To: Benyamini, Pascal <pascal.benyamini@faegredrinker.com>

Cc: Semaan, Amanda <amanda.semaan@faegredrinker.com>; Ibanez, Cesar M. <cesar.ibanez@faegredrinker.com>; Arrash Fattahi, Esq. <arrash.fattahi@wilshirelawfirm.com>; Lisa Iturriaga, Esq. <lisa.iturriaga@wilshirelawfirm.com>

Subject: Central Valley Cheese - Request to Accept E-Service in Lieu of Personal Service

Importance: High

This Message originated outside your organization.

Hi Pascal,

I hope you are doing well.

We are finalizing and filing Plaintiffs' Motion for Final Approval today. The motion is due today, which is 16 court days before the hearing. Given the late hour, we are unable to arrange for personal service of the filing materials today.

To avoid any issue regarding the additional two court days that would otherwise apply to service by electronic transmission, **will you please confirm whether you will accept electronic service of the Motion for Final Approval and related papers today as the equivalent of personal service for purposes of notice and timing?**

If you are agreeable, we will e-serve the filed documents on you immediately upon filing and treat your agreement as a waiver of any objection based on the absence of personal service or the additional two-court-day extension.

Please let us know as soon as possible.

Thanks,



Arman A. Salehi, Esq.
Associate Attorney

Wilshire Law Firm, PLC | (213) 381-9988 Ext. 1117

Toll Free: (800) 926-9799 | FAX: (213) 381-9989

660 S. Figueroa St., Sky Lobby, Los Angeles, CA 90017

www.wilshirelawfirm.com



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1 **MATERN LAW GROUP, PC**

Matthew J. Matern (SBN 159798)

2 Email: mmatern@maternlawgroup.com

Dalia Khalili (SBN 253840)

3 Email: dkhalili@maternlawgroup.com

Julia Z. Wells (SBN 314242)

4 Email: jwells@maternlawgroup.com

2101 E. El Segundo Boulevard, Suite 403

5 El Segundo, California 90245

Telephone: (310) 531-1900

6 Facsimile: (310) 531-1901

7 Attorneys for Plaintiff LUCRECIA

MENDOZA-RAMIREZ, Individually, and on

8 behalf of all others similarly situated

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF STANISLAUS**

12 VANESSA GARCIA, LUCRECIA

MENDOZA-RAMIREZ, ESTATE OF CESAR

13 MENDOZA, SILVESTRE GARIBAY LEMUS,

and JUAN G DE LEON, individually, on behalf

14 of all others similarly situated, and on behalf of

15 the State of California and other aggrieved

persons,

16 Plaintiff,

17 vs.

18 CENTRAL VALLEY CHEESE, INC., a

19 California corporation; and DOES 1 through 50,
inclusive,

20 Defendants.

Case No. CV-21-004756

[Assigned for all purposes to the Honorable
John Freeland, Department 23]

CLASS ACTION

**DECLARATION OF DALIA KHALILI IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 19, 2026

Time: 8:30 a.m.

Department: 23

Complaint Filed: August 31, 2021

Trial Date: None Set

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1 5. Matthew J. Matern (“Mr. Matern”), the principal of MLG, received a B.A. with
2 honors in 1986 from Tulane University and my J.D. from Southwestern University School of Law
3 in 1991. He became an active member of the State Bar of California in September 1992, and has
4 been an active member in good standing continuously since then. He has been practicing as a
5 litigation attorney in Los Angeles since 1992, and has been concentrating on employment
6 litigation since approximately 1997.

7 6. In 1992, Mr. Matern founded the general partnership, which is the predecessor of
8 Rastegar & Matern, Attorneys at Law, A Professional Corporation. In 2012, Mr. Matern founded
9 Law Offices of Matthew J. Matern, which changed its name to Matern Law Group in January
10 2014 and to Matern Law Group, PC in May 2016. Since 1992, Mr. Matern has been heavily,
11 successfully, and continuously involved in active litigation and trial work, including extensive
12 work in employment litigation and wage and hour class actions.

13 7. Over the course of his career, Mr. Matern has been appointed class counsel in over
14 150 putative class and representative action settlements, with many of them settling in the seven
15 figure range, including settlements in the amount of \$140 million, \$50 million, \$26 million, \$18
16 million, \$9.75 million, \$9.5 million, and \$8.5 million. He has represented clients in numerous
17 wage and hour class action lawsuits that settled with per-class-member recoveries in a range
18 similar to the anticipated per-class-member recovery in the instant case.

19 8. Mr. Matern has been appointed class counsel in over 35 certified wage and hour
20 class action cases which involved contested certification proceedings.

21 9. Mr. Matern has also been counsel in a number of cases which resulted in published
22 appellate victories, including *Argueta v. Worldwide Flight Services, Inc.* (Cal. Ct. App., Nov. 8,
23 2023, No. B306910) 2023 WL 8430285; *Zuniga v. Alexandria Care Center, LLC* (2021) 67 Cal.
24 App. 5th 871; *Meeks v. AutoZone, Inc.*, (2018) 24 Cal.App.5th 855; *ABM Industries Overtime*
25 *Cases* (2017) 19 Cal. App. 5th 277; *Julian v. Glenair, Inc.* (2017) 19 Cal. App. 5th 277; *Franco v.*
26 *Athens Disposal Company, Inc.* (2009) 171 Cal. App. 4th 1277; *Gutierrez v. California Commerce*
27 *Club* (2010) 187 Cal. App. 4th 969; *Pantoja v. Anton* (2011) 198 Cal. App. 4th 87; *Fuentes v.*
28 *AutoZone, Inc.* (2011) 200 Cal. App. 4th 1221; *Ventura v. ABM Industries, Inc.* (2012) 212 Cal.

1 App. 4th 258; and *Franco v. Arakelian Enterprises, Inc.* (2012) 211 Cal. App. 4th 314; and other
2 non-published appellate victories.

3 10. Of the 24 attorneys at MLG, Mr. Matern is the attorney with the most active trial
4 and pretrial calendar. He has personally tried approximately 25 cases, including approximately 20
5 jury trials.

6 11. Mr. Matern's work has led him to be recognized as a Southern California Super
7 Lawyer every year since 2009.

8 12. I am a Shareholder and the Chief Operating Officer at MLG. I graduated from the
9 University of California, Los Angeles in 2002 and received my J.D. degree from the University of
10 California, Hastings College of the Law (now known as University of California College of the
11 Law, San Francisco) in 2007. I have been an active member of the California State Bar in good
12 standing since 2007, and I have experience with single-plaintiff and class action lawsuits in state
13 and federal courts throughout California. I have significant experience handling and resolving
14 wage and hour class action matters involving claims relating to meal and rest break violations,
15 minimum wage and overtime violations, and other wage theft issues. I have prevailed in both
16 bench and jury trials on employment matters that I have first-chaired. Most noteworthy was a
17 \$2,500,000 judgment in a sexual harassment case that I obtained on behalf of two plaintiffs in
18 *Juana Barba v. Blue Boys, Inc.*, Los Angeles County Superior Court Case No. BC352054. I was
19 selected to the Southern California Super Lawyers Rising Stars list from 2015 to 2021, the
20 Southern California Super Lawyers Rising Stars Up-and-Coming 50 Women from 2020 to 2021,
21 and the Southern California Super Lawyers Rising Stars Up-and-Coming 100 for 2021. I was also
22 recognized as a Southern California Super Lawyer for every year since 2023.

23 13. Other highly effective and well-reputed MLG attorneys actively participated in this
24 litigation. Those attorneys include, but are not limited to, the following:

25 14. Shareholder Matthew W. Gordon graduated *summa cum laude* from Princeton
26 University in 1995, and was elected to Phi Beta Kappa. He received his J.D. from the University
27 of California, Los Angeles School of Law in 2009. He became a member of the State Bar of
28 California in December 2009, and has been an active member in good standing continuously since

1 then. At MLG, Mr. Gordon has exclusively represented employees in wage and hour class actions,
2 PAGA actions, and cases under the Fair Employment and Housing Act (“FEHA”). He has been
3 appointed Class Counsel in several employment class actions in state and federal court. The class
4 action, PAGA, and FEHA cases he has worked on have recovered tens of millions of dollars to
5 employees. Mr. Gordon has tried FEHA claims in the Los Angeles Superior Court and has
6 arbitrated individual Labor Code and FEHA claims. Mr. Gordon has argued appeals in the
7 California Courts of Appeal, which resulted in decisions advancing workers’ rights, including
8 *Tellez v. Rich Voss Trucking, Inc.*, 240 Cal. App. 4th 1052 (2015), a published opinion reversing
9 the trial court’s order denying class certification and *Olivares v. Fountain Valley Regional*
10 *Hospital and Medical Center* (Cal. Ct. App., Jan. 9, 2018, No. G053514) 2018 WL 330134, a case
11 in which the Court of Appeal affirmed the denial of a motion to compel arbitration of a wage and
12 hour class action. He co-authored, with Vanessa M. Rodriguez, an article on “me-too” evidence,
13 entitled “The Compelling Evidence of Me Too,” in the September 2019 edition of *Los Angeles*
14 *Lawyer* magazine (Volume 42, No. 6, pp. 26-30). Mr. Gordon was selected to the Southern
15 California Rising Stars list in 2016, 2017, 2018, and 2019, and he was selected to Southern
16 California Super Lawyers in 2024 and 2025. Based on Mr. Gordon’s tenure, background, training
17 and experience, I believe that his hourly rate of \$1,025 is reasonable.

18 15. Julia Z. Wells is a Senior Associate Attorney at MLG. Ms. Wells received her
19 undergraduate degree from the University of Wisconsin-Madison in 2013 and graduated cum
20 laude from the University of Wisconsin Law School in May 2016. Ms. Wells was admitted to
21 the Wisconsin State Bar in August 2016 and the California State Bar in February 2017. Since
22 gaining admission to the California Bar, Ms. Wells has focused her practice exclusively in
23 employment litigation. Ms. Wells has handled numerous wage-and-hour class and representative
24 actions in state and federal courts throughout California, and also represents employees in
25 single-plaintiff disputes. Ms. Wells has been appointed to serve as class counsel in multiple
26 certified wage and hour class action cases in both state and federal court. Ms. Wells has
27 successfully written and argued motions for class certification and obtained favorable
28 certification orders in both state and federal court. In addition, Ms. Wells has successfully

1 opposed numerous motions for summary judgment and other dispositive motions, and has
2 successfully argued before the California Court of Appeal. In 2021, Ms. Wells served as first-
3 chair trial counsel in a two-week jury trial, where the jury returned a verdict in favor Ms. Wells'
4 client on all claims, against all Defendants, and found an entitlement to punitive damages. In
5 2020 and 2022, Ms. Wells was selected as a Southern California Rising Star by Super Lawyers.
6 Based on Ms. Wells' tenure, background, training and experience, I believe that her hourly rate
7 of \$825 is reasonable.

8 16. Tagore O. Subramaniam is a former Senior Associate at MLG. Mr. Subramaniam
9 graduated *summa cum laude* from the University of California, Los Angeles, where he was
10 awarded the Regents Scholarship. He received his Juris Doctor in 2010 from Boston University
11 School of Law. He was admitted to the California State Bar in 2011. Prior to joining MLG, Mr.
12 Subramaniam worked as a judicial extern for the Honorable Sandra S. Ikuta on the Ninth Circuit
13 Court of Appeals. He has successfully litigated and favorably resolved class actions on behalf of
14 thousands of employees, as well as cases involving harassment, discrimination, retaliation, and
15 wrongful termination. Mr. Subramaniam has successfully argued before the California Court of
16 Appeals and the Ninth Circuit Court of Appeals on multiple occasions, obtaining favorable
17 published and unpublished decisions on behalf of employees in *Julian v. Glenair* (2017) 17
18 Cal.App.5th 853, *Christman v. Apple Am. Grp. II, LLC*, (Cal. Ct. App. Oct. 4, 2017) No.
19 B271937, 2017 WL 4402124, *Pauley v. CF Entm't* (9th Cir. Mar. 25, 2016) No. 14-55131, 2016
20 WL 1169425 (two related appeals) and most recently, *Pauley v. CF Entm't* (9th Cir. May 13,
21 2019) No. 17-56057, 2019 WL 2089930 (three related appeals), *Rojas v. Glenair*. No. B302403,
22 2020 WL 4435156 (Cal. Ct. App. Aug. 3, 2020), rev. denied (Nov. 10, 2020). Mr. Subramaniam
23 has been appointed to serve as class counsel in numerous certified wage and hour class action
24 cases, including but not limited to, *Wilson v. RockTenn*, Los Angeles Superior Court Case No.
25 BC488456, *Zarate v. La Pizza Loca, Inc.*, Los Angeles Superior Court Case No. BC642715, and
26 *Hall v. KS World, Inc., et al.*, Los Angeles Superior Court Case No. BC615746. In addition, Mr.
27 Subramaniam has been approved by the Court to serve as class counsel in a number of wage and
28 hour class action settlements, including but not limited to: *Wilson v. RockTenn*, Los Angeles

1 Superior Court Case No. BC488456; *Martinez Oliva v. Rock Fish, LLC, et al.*, Los Angeles
2 Superior Court Case No. BC658207; *Yopp v. The Madison Square Garden Company*, Los
3 Angeles Superior Court Case No. BC658234; *Alikhan v. Goodrich Corporation, et al.*, U.S.
4 District Court for the Central District of California, Case No. 2:17-cv-06756-DMG-RA;
5 *Corrales v. Texollini, Inc.*, Los Angeles Superior Court Case No. BC667601; *Schrimsher v.*
6 *Reproductive Partners Medical Group, Inc.*, Los Angeles Superior Court Case No. BC684448;
7 *Vasquez v. The Veggie Grill, Inc.*, Los Angeles Superior Court Case No. BC611966; *Sanchez v.*
8 *CPG Foods, LLC*, Los Angeles Superior Court Case No. BC487187; *Gonzalez v. Fuji Food*
9 *Products, Inc.*, Los Angeles Superior Court Case No. BC487352; and *King v. Russ Bassett*
10 *Corp., et al.*, Los Angeles Superior Court Case No. 19STCV20135, among other cases. Mr.
11 Subramaniam has been selected as a Southern California Rising Star every year since 2016. In
12 each year since 2018, Mr. Subramaniam has also been named among the Top 100 Up and
13 Coming Rising Stars by Super Lawyers as published in Los Angeles Magazine. In 2017, Mr.
14 Subramaniam was recognized for settling what was identified as one of the Top 100 Settlements
15 in the United States among all practice areas by Top Verdict. Based on Mr. Subramaniam's
16 tenure, background, training and experience, I believe that his hourly rate of \$875 is reasonable.
17 Former Associate Attorney Sean P. Hardy graduated from Whittier Law School in 2016 and
18 earned his B.A. degree in 2012 from University of California, Irvine. Mr. Hardy has been an
19 active member of the California State Bar since 2016. While in law school, Mr. Hardy was on
20 the Dean's List for Academic Achievement and was awarded the CALI Award for Academic
21 Excellence for receiving the highest grade in his Remedies class. Mr. Hardy's practice focuses
22 on plaintiff's-side employment litigation. He has extensive experience representing employees
23 in single-plaintiff disputes, and he has handled numerous wage and hour cases. Based on Mr.
24 Hardy's tenure, background, training and experience, I believe that his hourly rate of \$775 is
25 reasonable.

26 17. Former Associate Attorney Aaron M. Schue graduated *cum laude* from the
27 University of Rochester in 2007 and graduated *cum laude* from Boston University School of
28 Law in 2010. Mr. Schue served as a law clerk for the Honorable Randolph F. Treece, United

1 States Magistrate Judge in the Northern District of New York. Prior to working for MLG, Mr.
2 Shue had nearly ten years of litigation experience, nearly five years of which he worked on
3 employment law matters. While employed by MLG, Mr. Shue worked on wage and hour class
4 action and individual employment dispute cases. He is admitted to the California, New York,
5 Massachusetts and Pennsylvania Bars. Based on Mr. Schue's tenure, background, training and
6 experience, I believe that his hourly rate of \$825 is reasonable.

7 18. Max Sloves is a former associate attorney at MLG. Mr. Sloves graduated from the
8 University of California, Santa Barbara in 1998, Phi Beta Kappa, with a B.S. in Environmental
9 Studies and a B.A. degree in Spanish. Mr. Sloves received his J.D. from the University of
10 Southern California, Gould School of Law in 2001 and was admitted to the California State Bar
11 that same year. Mr. Sloves' practice at MLG involved representing employees in all aspects of
12 employment litigation, including single-plaintiff and class and representative action lawsuits. He
13 was also an esteemed member of MLG's Appellate Team, has successfully argued before the
14 California Court of Appeal, and authored or co-authored the winning appellate briefs in *Lopez v.*
15 *Aircraft Service International, Inc.* (9th Cir. 2024) 107 F.4th 1096, *Zamora v. Overhill Farms,*
16 *Inc.* (Cal. Ct. App., Mar. 29, 2021, No. B302764) 2021 WL 1169614 and *Garcia v. ISS Facility*
17 *Services, Inc.* (9th Cir. March 30, 2021). Based on Mr. Sloves' tenure, background, training and
18 experience, I believe that his hourly rate of \$875 is reasonable.

19 19. MLG has sufficient resources to vigorously pursue the claims on behalf of the
20 class/aggrieved employees.

21 **Attorneys' Fees**

22 20. The Agreement provides for a Class Counsel Fees Payment in an amount not to
23 exceed \$425,000.00, which is 1/3 of the Gross Settlement Amount.

24 ///

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21. Based on my experience, I believe that the requested fees are reasonable. As of February 19, 2026, MLG's lodestar is at least **\$274,175**, representing at least **337.80** attorney hours at their customary hourly rates.¹ The total hours worked by each attorney and their hourly rates are as follows:

Attorney	Year Admitted	Hours Billed	Hourly Rate	Total Fee
Matthew W. Gordon	2009	15.50	\$1,025.00	\$15,887.50
Tagore O. Subramaniam	2011	9.20	\$875.00	\$8,050
Max N. Sloves	2001	41.20	\$875.00	\$36,050.00
Aaron Schue	2021	30.8	\$825.00	\$25,410
Julia Z. Wells	2017	38.50	\$825.00	\$31,762.50
Sean P. Hardy	2016	202.60	\$775.00	\$157,015
Totals		337.80		\$274,175

22. The Lodestar does not include time spent by MLG's staff or any estimate of the time MLG will invest to complete this case following approval. Based on my experience in the settlement administration process, I estimate that MLG will spend another 10 hours on this case at an average hourly rate of \$600.00, which totals \$6,000, including preparing for and attending the Final Approval Hearing. Based on my experience, we will have Class Members calling our office to inquire about the status of the case and to ask for further information. Furthermore, Class Counsel, including MLG, also bear the risk of taking whatever actions are necessary if Defendants fail to pay.

23. Based on my experience, I believe the fees are reasonable. The fee percentage requested is less than that charged by MLG for other employment cases and is in line with the one-third recovery that has been recognized as standard for class actions in California in *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557, fn. 13. Furthermore, MLG has

¹ The lodestar does not include my time, Matthew Matern's time, the time of any attorneys who spent less than 5 hours on this case, or any legal assistant time.

1 invested time and resources into this case with payment deferred to the end of the case, and then,
2 of course, contingent on the outcome.

3 24. MLG's efforts thus far include, but are not limited to, investigating Plaintiff's
4 claims; performing legal research; drafting and submitting Plaintiff's PAGA letter to the
5 California Labor and Workforce Development Agency; drafting Plaintiff's Complaint;
6 reviewing and analyzing documents produced by Plaintiff and Defendant; requesting and
7 reviewing informal discovery in advance of the mediation; drafting Plaintiff's mediation brief;
8 attending the private mediation; participating in settlement negotiations with Defendants and co-
9 counsel regarding the settlement terms; numerous discussions with Plaintiff; numerous
10 correspondence with co-counsel and Defendants' counsel; attending court hearings; reviewing
11 and revising the Agreement; preparing Plaintiffs' motion for preliminary approval and
12 supporting declarations; preparing Plaintiff's declaration in support of the motion for final
13 approval, and reviewing the Motion for Final Approval and accompanying documents, among
14 other tasks. Additionally, Class Counsel bears the risk of taking whatever actions are necessary
15 if Defendants fail to pay.

16 25. MLG requests the foregoing billable rates be applied in this case, as the rates are
17 commensurate with MLG's experience in litigating complex class action cases. Indeed, MLG's
18 rates have been approved by various courts, including the following:

19 a. On July 25, 2025, Judge Anthony J. Battaglia of the United States District Court
20 for the Southern District of California issued an order granting final approval of a
21 wage and hour class action settlement and finding that MLG's "hourly rates
22 ranging from \$1,025 to \$1,200 for partners and senior attorneys, \$500 to \$995 for
23 associates, and \$325 for legal assistants" are "slightly high but reasonable for the
24 district." *Cabrales v. BAE Sys. San Diego Ship Repair, Inc.*, No. 21-CV-02122-
25 AJB-DDL, 2025 WL 2098757, at *13-14 (S.D. Cal. July 25, 2025) (awarding fees
26 in the amount of one-third of the gross settlement amount).

27 b. In *Morgan v. Rohr, Inc.*, United States District Court for the Southern District of
28 California, Case No. 3:20-CV-00574, the Honorable Gonzalo P. Curiel approved

1 MLG's hourly rates, which included Matthew W. Gordon's 2025 hourly rate of
2 \$975; Max Sloves' 2025 hourly rate of \$875; Tagore O. Subramaniam's 2025
3 hourly rate of \$875; Julia Z. Wells' 2025 hourly rate of \$775; and Aaron Schue's
4 2025 hourly rate of \$825, stating that "Plaintiffs' counsel's hourly rates are
5 reasonable and in line with rates prevailing in the community for attorneys of
6 comparable skill, experience, and reputation."

7 c. In *Saflor v. Esa Management, LLC*, United States District Court for the Northern
8 District of California, Case No. 22-cv-05800-AGT, Judge Alex G. Tse found that
9 MLG's requested attorneys' fees are "reasonable based on Class Counsel's
10 lodestar" and approved Matthew W. Gordon's 2024 hourly rate of \$925.

11 d. In *Cabrales v. BAE Systems San Diego Ship Repair, Inc.*, United States District
12 Court for the Southern District of California, Case No. 21-cv-02122-AJB, Judge
13 Anthony J. Battaglia approved MLG's 2025 hourly rates, stating that they are
14 "reasonable for the district", which included Mr. Gordon's rate of \$975.

15 e. In *Reyna v. Westrock Company*, United States District Court for the Northern
16 District of California Case No. 5:20-cv-01666-BLF, Judge Beth Labson Freeman
17 approved the following MLG attorneys' 2024 hourly rates: Aaron Schue: \$825;
18 Max Sloves: \$875; Tagore Subramaniam: \$825; Julia Z. Wells: \$725; and Sean P.
19 Hardy, \$725.

20 f. In *Tovar v. Western University of Health Sciences*, Los Angeles County Superior
21 Court, Case No. 19STCV23464, Judge Kenneth R. Freeman approved MLG's
22 attorney fee request (with a 3.82 multiplier) and approved the following MLG
23 attorneys' 2024 hourly rates: Tagore O. Subramaniam, \$875.00; Julia Z. Wells,
24 \$725.00.

25 g. In *Ordones Socop v. Miracle Mile Properties, LP*, Los Angeles County Superior
26 Court Case No. 21STCV32715, Judge Laura A. Seigle found that MLG's
27 attorneys' "hourly rates are reasonable and in line with rates prevailing in the
28

community” which included the 2024 hourly rates of Matthew W. Gordon: \$925 and Max Sloves: \$875.

26. Numerous courts have awarded MLG attorneys’ fees in similar cases based upon the common fund method, including, for example, in the following cases:

- a. In 2025, Magistrate Judge Alex G. Tse of the United States District Court for the Northern District of California awarded MLG attorney fees of one-third of the Gross Settlement Amount in *Saflor v. ESA Management, LLC*, Case No. 22-cv-05800-AGT, finding that the fees requested were “reasonable as a percentage of the common fund.”
- b. In 2025, Judge Kenneth R. Freeman awarded MLG attorneys’ fees of one-third of the Gross Settlement Amount in *Tovar v. Western University of Health Sciences*, Los Angeles County Superior Court Case No. 19STCV23464, finding them reasonable “under that common fund doctrine.”
- c. In 2025, Judge J. Omar Rodriguez approved MLG’s attorney fee request of one-third of the Gross Settlement Amount “under the common fund doctrine” in *Avena v. Pacific Scientific Energetic Materials Company (California), LLC*, San Benito County Superior Court Case No. CU-20-00062.
- d. In 2025, Magistrate Judge Alex G. Tse of the United States District Court for the Northern District of California granted MLG’s attorney fee request of one-third of the Gross Settlement Sum, in the matter of *Saflor v. Esa Management, LLC*, Case No. 3:22-CV-05800.
- e. In 2024, Judge Kenneth R. Freeman awarded MLG attorneys’ fees of one-third of the Gross Settlement Amount in *Reyes v. Map Cargo Global Logistics*, Los Angeles County Superior Court Case No. 19STCV06474, finding that the amount was “reasonable under the common fund method.”
- f. In 2024, Judge Melissa R. McCormick awarded MLG’s attorney fee request of one-third of the Gross Settlement Amount in the matter of *Quezada v. Shock Doctor, Inc.*, Orange County Superior Court Case No. 30-2018-01027519-CU-OE-

1 CXC, finding that the requested fees are “reasonable under the common fund
2 method.”

- 3 g. In 2024, Judge Lawrence P. Riff of the Los Angeles County Superior Court,
4 approved MLG’s common fund fee request of one-third of the Gross Settlement
5 Amount in *Salcedo v. Dynamic Nursing Services, Inc.*, Case No. BC488516.
6 h. In 2024, Judge Joseph T. Ortiz of the Los Angeles County Superior Court,
7 approved MLG’s requested fee award, finding that one-third of the Maximum
8 Settlement Amount “is reasonable as a percentage of the common fund” in *Knox v.*
9 *Express Messenger Systems, Inc.*, Case No. CIV-DS-1932323.
10 i. In 2024, Judge Michael Markman of the Alameda County Superior Court approved
11 MLG’s common fund fee request of one-third of the Maximum Settlement Amount
12 as “reasonable under the common fund method” in *Dimas v. BLT Enterprises of*
13 *Fremont, LLC*, Case No. RG20075373.
14 j. In 2024, Judge Kenneth R. Freeman awarded MLG attorneys’ fees of one-third of
15 the Gross Settlement Amount in *Sim v. Maddox Resources, Inc.*, Los Angeles
16 County Superior Court Case No. 22STCV20798, finding them “reasonable under
17 the common fund method.”

18 27. Class Counsel’s efforts have resulted in significant benefits to Class Members in
19 the form of significant settlement payments to compensate Class Members for missed meal
20 periods and rest breaks and unpaid compensation. Without Class Counsel’s efforts, Plaintiffs’
21 claims would almost certainly have gone without remedy and Plaintiffs could not have afforded
22 to hire counsel to pursue the Action, as the cost of litigating this matter far outweighed
23 Plaintiffs’ potential recovery.

24 28. MLG accepted this case on a contingent basis and has put a substantial amount of
25 time and energy into litigating it for what will be more than five years by the time the Action is
26 completed - time and resources which could have been directed towards other cases - all while
27 receiving no payment. The risk was significant given the uncertain outcome of wage and hour
28

1 cases, and if the Action was unsuccessful, MLG would not have received any compensation for
2 the time it spent litigating it.

3 29. My firm assumes a great deal of contingent risk in litigating wage and hour class
4 actions. For instance, in a pair of depublished opinions, the Court of Appeal affirmed the trial
5 court's order denying certification in an action alleging that defendant failed to provide its
6 restaurant workers with uninterrupted, 30-minute off-duty meal breaks: *Hernandez v. Chipotle*
7 *Mexican Grill, Inc.* (2012) 208 Cal.App.4th 1487 and *Hernandez v. Chipotle Mexican Grill*
8 (2010) 189 Cal.App.4th 751. Similarly, in two cases, *Gonzalez v. Officemax North America*
9 (C.D. Cal., Nov. 5, 2012, Nos. SACV 07-00452 JVS (MLGx) and CV 07-04839 JVS MLGx)
10 2012 WL 5473764, at *4-5, the court denied certification of plaintiffs' meal and rest break
11 claims, based on allegedly individualized issues. In each of these cases, Class Counsel incurred
12 over \$100,000 in costs, and over 5,000 hours in attorney time, only to have class certification
13 denied.

14 30. Because most individuals cannot afford to pay for representation in litigation on
15 an hourly basis, MLG represents its employment law clients on a contingency-fee basis.
16 Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or
17 successfully settle our clients' cases. Because MLG is taking the risk that we will not be
18 reimbursed for our time unless our client settles or wins his or her case, we cannot afford to
19 represent an individual employee on a contingency basis if, at the end of our representation, all
20 we are to receive is our regular hourly rate for services. It is essential that we recover more than
21 our regular hourly rate when we win if we are to remain in practice so as to be able to continue
22 representing other individuals in civil rights employment disputes. Additionally, MLG bears
23 the risk of taking whatever actions are necessary if Defendants fail to pay.

24 31. Based on the contingent risk, the significant benefit conferred on the Class and
25 State of California as a result of the settlement, the skill displayed by Class Counsel in achieving
26 a substantial settlement, and the quality of its representation, I believe that the requested Class
27 Counsel Fees Payment (\$425,000, or 1/3 of the Gross Settlement Amount) is fair and
28 reasonable.

Litigation Costs

32. Pursuant to the Settlement, Class Counsel seek payment of litigation costs and expenses (a “Class Counsel Litigation Expenses Payment”) in an amount not to exceed \$35,000. MLG has incurred costs in the amount of **\$18,921.28**.

33. All of MLG’s costs listed below were reasonably necessary to the conduct of the Action, were actually incurred in prosecuting the Action and for the benefit of the Class, and are of the type normally billed to paying clients:

Cost Description	Amount
Court Conference Calls	\$72.35
Court Fees and Costs	\$30.35
Court Reporters	\$2,985.30
Document and Delivery Services	\$1,404.01
Filing Fees	\$1,113.75
Investigation	\$2,158.04
Jury Fees	\$150.00
Mediation	\$10,975.00
Research	\$32.48
Total Costs	\$18,921.28

Class Representative Enhancement Awards

34. The Settlement provides for a \$10,000 Class Representative Enhancement Awards for each of the named Plaintiffs. These payments are intended to recognize Plaintiffs’ substantial efforts and risks in assisting with the prosecution of this action on behalf of the Class and Aggrieved Employees. I believe the requested Class Representative Enhancement Payments are fair and reasonable. Plaintiffs have cooperated with their counsel and have put a significant amount of time and effort into this litigation over the course of several years, in order to protect the interests of the Class and to prosecute the PAGA claims, including by, e.g., remaining in

1 regular and consistent contact with their respective attorneys throughout the litigation; providing
2 counsel with responsive documents in their possession; reviewing numerous documents;
3 discussing their work experiences with their attorneys; identifying potential witnesses; remaining
4 available throughout the full day of private mediation; and reviewing the settlement documents.

5 35. Plaintiffs have also provided valuable information regarding the claims including,
6 but not limited to, noncompliant meal periods and rest periods, unpaid overtime, noncompliant
7 wage statements, unreimbursed business expenses, as well as the FCRA cause of action and
8 related claims. Plaintiffs have kept informed of the developments in this action and have
9 informed their counsel of relevant information. The information provided by Plaintiffs were
10 instrumental in attempting to establish the wage and hour violations alleged in this action, and
11 the recovery provided for in the Settlement would not have been possible to obtain without
12 Plaintiffs' participation.

13 36. Plaintiffs faced many risks in pursuing this case as a class action and a
14 representative action. Because of Plaintiffs' efforts, approximately 303 Class Members will
15 now have the opportunity to participate in a settlement and recover payment for wage violations
16 they may never have known about on their own or been willing to pursue on their own. If each
17 Class Member attempted to pursue his or her legal remedies individually, each person would
18 have been required to expend a significant amount of their own time and monetary resources.
19 Few individuals are willing to diligently act as a class representative and assume the substantial
20 risk should the employer prevail in a putative class action. Plaintiffs' willingness to assume the
21 financial risk is significant, as California law provides that the losing party must pay the
22 prevailing party's costs. As such, if Plaintiffs would not have prevailed in this case, they could
23 have been subjected to a cost award in the amount of several thousands of dollars. Additionally,
24 as a result of filing a class and representative action against their former employer, Plaintiffs
25 may face reputational risk among potential future employers that could adversely impact their
26 future job opportunities because they may be viewed as litigious by certain prospective
27 employers. This is a significant concern. Moreover, each Plaintiff is relinquishing more rights
28 than the other Participating Settlement Class Members by agreeing to sign a general release and

1 waive their rights under Civil Code section 1542.

2 37. The Action would not have been possible without the aid of Plaintiffs, who put
3 their own time and effort into the litigation, sacrificed the value of their own individual claims,
4 and placed themselves at risk for the sake of the other Class Members, Aggrieved Employees,
5 and the State of California. Indeed, by actively pursuing this action, Plaintiffs furthered
6 California's public policy goal of enforcing the State's wage and hour laws. *See Sav-On Drug*
7 *Stores, Inc. v. Superior Court* (2004) 34 Cal. 4th 319, 340 (recognizing the "clear public policy"
8 that is specifically directed at the enforcement of California wage laws).

9 38. The Settlement will provide significant monetary compensation to Participating
10 Settlement Class Members and the requested Enhancement Awards do not significantly reduce
11 the total amount of the Net Settlement Fund. The proposed Class Representative Enhancement
12 Awards are reasonable sums to compensate Plaintiffs for their time, effort, risks and waiver of
13 rights in bringing and prosecuting the Action. For these reasons, I believe that the proposed
14 Class Representative Enhancement Awards are fair and reasonable.

15 39. I am not aware of any actual or potential conflicts of interest between any of the
16 Plaintiffs and the other Settlement Class Members or Allegedly Aggrieved Employees.

17 **Settlement Administration Costs**

18 40. The Parties selected ILYM Group, Inc. ("ILYM") as the Settlement Administrator.
19 Neither Plaintiffs nor anyone at MLG have any financial interest in or otherwise has a relationship
20 with ILYM which would create a conflict of interest.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct. Executed on February 23, 2026 at El Segundo, California.

23
24
25


26 _____
DALIA KHALILI