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Attorneys for Plaintiff DAVID CHERNO, individually and
On behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO – CIVIL BRANCH

DAVID CHERNO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

PEOPLEASE LLC, a South Carolina
Limited Liability Company; DRAKE
FARMS TRUCKING, INC., a Texas
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21CV-0513
ASSIGNED FOR ALL PURPOSES TO:
Honorable Rita Federman, Dept. 2

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

Date: April 25, 2024
Time: 9:00 a.m.
Dept.: 2

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1 separation from Defendants' employ, (c) failure to provide accurate itemized wage statements, (d)
2 failure to provide a day's rest in seven; and (e) failure to reimburse necessary business expenses.

3 5. On January 6, 2023 Plaintiff filed an amended LWDA letter to include claims under
4 Labor Code Sections 201-204, 210, 226, 226.2, 226.3, 551-551, 558, 1174, 1174.5, 1194, 1194.2,
5 1197, 1197.1, 1198, 1198.5, 2802. (Settlement Agreement I).

6 6. On or about May 17, 2023, Plaintiff filed a First Amended Class Complaint wherein
7 Plaintiff added the PAGA claims to the class complaint.

8 7. On August 4, 2022, the Parties engaged in private mediation with a well-respected
9 wage and hour class action mediator, Jeffrey Krivis. Prior to mediation, Plaintiff requested, and
10 Defendants produced extensive documentation including time and pay data records for
11 approximately 90% of the class, policy documents applicable to the class during the Class
12 Period, class size information, information on the number of pay periods and workweeks, and
13 information regarding the hourly rates and workweek. In short, Defendants provided discovery
14 sufficient to enable the Plaintiff and Class Counsel to rigorously evaluate the strengths and risks
15 of the case and perform an analysis of the potential damages arising from the claims made in this
16 case.

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

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

1 and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief;
2 and (9) participating in the mediation.

3 10. "Class Members" means: All current and former non-exempt employees who
4 worked for Defendants Drake Farms as truck drivers, during the time period of September 10,
5 2017, through October 4, 2022.

6 11. The settlement negotiations were hard-fought and conducted in good faith and at
7 arm's length between attorneys with substantial experience litigating class action and wage-and-
8 hour cases. The settlement was the product of a non-collusive settlement process. The final
9 settlement amount was reached as a result of reasonable compromises in light of these
10 considerations. The Parties entered into a long form Settlement Agreement which is now
11 presented for Court approval.

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

17 **The Claims**

18 13. The predominant claims in this action arise from alleged violations of California law
19 with respect to Defendants' failure to provide pay all wages earned, including off the clock work,
20 failure to pay timely wages during employment, failure to pay all earned and accrued wages to
21 discharged/separated employees, failure to furnish accurate itemized wage statements, failure to
22 maintain required payroll records, failure to indemnify employees for business expenses in
23 violation of Labor Code sections 201-204, 210, 226, 226.2, 226.3, 551, 552, 558, 1174, 1174.5,
24 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, Business & Professions Code section 17200, et
25 seq. (Settlement at I). Plaintiff alleges that these practices resulted directly from the
26 implementation and enforcement of Defendants' own policies and practices.

27 14. Defendant's time keeping records, payroll records, and review other relevant data
28 points, were analyzed to come up with a damage model to determine Defendant's exposure for the

1 class.

2 15. As discussed thoroughly in the motion for preliminary approval, The GSA is well
3 within the acceptable range of reasonableness for the claims of the Settlement Class Members.
4 After analysis and review of Defendants' time and pay record production and other payroll data,
5 Class counsel estimates the overall value of the claims at approximately \$1,426,002.32. should
6 Plaintiff prevail at the class certification stage and at trial and survive any appeals and win on all
7 claims and be awarded maximum damages for call class members and certain assumptions and
8 extrapolations were confirmed with further discovery. This amount was reduced by a reasonable
9 50% to \$713,000.00 to account for the risks of continued litigation and not prevailing on one or
10 more claims and the Court not awarding penalties based upon Defendants' good faith arguments.
11 Indeed, Defendants' apparent compliant policies could potentially support Defendants' good faith
12 and lack of willfulness arguments, where for example LC 203 and 226 claims could be reduced to
13 zero, which accounts for approximately 50% of the alleged penalties and damages disused herein.

14 16. There are an estimated 7,000 workweeks during the class period and
15 approximately 6,000 pay periods during the PAGA Period. The value of the failure to pay wages
16 was valued at approximately **\$98,416.00** calculated as follows: 0.35 hours per workweek x \$40.17
17 weighted average OT rate x 7,000 workweeks. Defendants also potentially owes to class members
18 **\$385,632.00 in waiting time penalties** (for a total of 60 termed employees). The value of the
19 failure to reimburse necessary business expenses was approximately **\$71,120.00** based on \$40 per
20 month in unreimbursed expenses. The meal period claim was valued at approximately
21 **\$298,436.32** based upon approximately 11,144 alleged violations. The value of the LC 226 claim
22 was valued at **\$272,398.00**. Defendants also potentially owes to class members **\$300,000.00 in**
23 **PAGA penalties** (6,000 pay periods x reasonable \$50 penalty). As a result, the GSA of
24 \$250,000.00 represents a reasonable recovery and approximately 23-47% of the overall potential
25 value. This recovery could easily be much higher if at trial PAGA penalties were reduced or
26 damages for certain pay periods or workweeks could not be proven for certain individuals.

27 17. I believe that the consideration and terms set forth in the Settlement Agreement is
28 fair, reasonable, and adequate and are in the best interests of the Class Members in light of all

1 known facts and circumstances, including the various defenses asserted by Defendant, and
2 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
3 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
4 litigation, the lengthy process of establishing specific damages and various possible delays and
5 appeals, were also carefully considered in agreeing to the proposed Settlement.

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

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

18 **Experience of Class Counsel**

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

- 26 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-
27 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
28 wages for meal period and rest periods and resultant penalties. Case settled, Final

1 Approval granted, no objections and funds fully distributed.

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

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

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

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

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

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

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

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

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

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

26 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior Court,
27 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
28 meal and rest break violations for housekeepers employed by Defendant in the State of

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

3 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
4 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
5 rest period violations for non-exempt employees employed by Defendant in the state of
6 California. Case settled. Final Approval granted, no objections and funds fully
7 distributed.

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

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

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

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

28 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case

1 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
2 break violations for restaurant employees employed by Defendant in the State of
3 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
4 Approval granted, no objections and funds fully distributed.

5 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC
6 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
7 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of
8 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
9 Approval granted, no objections and funds fully distributed.

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

15 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
16 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
17 classification of managers employed by Defendant in the State of California.
18 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no
19 objections and funds fully distributed.

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

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

1 Approval granted, no objections and funds fully distributed.

2 **Reasonableness of Attorneys' Fees**

3 21. Here, the Parties' agreement to pay Class Counsel Award of \$83,250.00
4 (1/3 of the GSA) is reasonable. My firm has been the only counsel to represent Plaintiff and the
5 Class Members in this matter, and we have borne the entire risk and cost of this litigation on a
6 pure contingency fee basis. The legal issues raised drew significantly upon my experience and the
7 extensive review and analysis of documents and information by me and others at my firm. In a
8 complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of
9 the market rate for contingency fees.

10 22. A review of my firm's detailed billing system reveals that to date, my firm as Class
11 Counsel, on behalf of Plaintiff and the Class Members, invested a substantial amount of time
12 litigating this matter through the date of this declaration for a total lodestar in excess of
13 \$100,000.00 in fees. Since the fees here do not exceed the requested fees, our firm is not
14 requesting any multiplier. The hourly rates for myself are set at \$950 an hour, \$850 an hour for
15 Attorney Gregory Mauro and \$200 an hour for Legal Assistant Melissa Whitson.

16 23. In addition to the requested attorneys' fees, our office has expended a total of
17 **\$14,998.66** in costs in prosecuting this action. These costs have been necessary costs associated
18 with prosecution of this important matter. Counsel for Plaintiff respectfully requests the Court
19 grant the request to have these costs repaid from the Settlement. Attached as **Exhibit C** is a true
20 and correct copy of Class Counsel James Hawkins costs bill.

21 24. Despite the complexity of the case, Class Counsel has, through the investment of
22 substantial effort and the resources of my law firm been able to secure an outstanding settlement
23 on behalf of the Class Members. Plaintiff would have faced substantial legal and factual obstacles
24 in demonstrating that class certification was appropriate. Plaintiff would also have been required
25 to establish a significant amount of witness testimony, pattern and practice evidence, statistical
26 evidence, sampling evidence, expert testimony, and other evidence in order to present their case
27 both at the class certification stage and trial. Defendant has vigorously contested liability, the
28 amount of claimed damages, and the propriety of class certification, and would have continued to

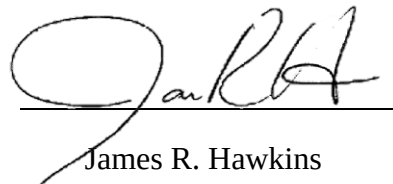
1 do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate and
2 in the best interests of the Class Members. The fairness and adequacy of the Settlement is
3 confirmed by all known facts and circumstances, including the risk of significant delay and
4 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
5 potential appellate issues.

6 **Reasonableness of the Incentive Award**

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

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

19 I declare under penalty of perjury that the foregoing is true and correct. Executed on April
20 3, 2024 at Irvine, California.

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Exhibit A

11/13/2023 6:15 PM

ELECTRONICALLY FILED: 11/30/2023
San Luis Obispo Superior Court
By: Wickstrom, Tamara

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16 Attorneys for Plaintiff DAVID CHERNO,
17 individually and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN LUIS OBISPO – CIVIL BRANCH**

20 DAVID CHERNO, individually and on behalf
21 of all others similarly situated,

22 Plaintiff,

23 v.

24 PEOPLEASE LLC, a South Carolina
25 Limited Liability Company; DRAKE
26 FARMS TRUCKING, INC., a Texas
27 Corporation; and DOES 1 through 50,
28 inclusive,

Defendants.

Case No. 21CV-0513
ASSIGNED FOR ALL PURPOSES TO:
Honorable Rita Federman, Dept. 2

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

Date: November 2, 2023
Time: 9:00 a.m.
Dept.: 2

1 **ORDER**

2 This matter came on for hearing on November 2, 2023 at 9:00 a.m. in Department 2 of the
3 above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon
4 the terms and conditions set forth in the Stipulation for Class Action Settlement (hereinafter
5 “Settlement Agreement”).

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

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

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
4 the action entitled *David Cherno v. Peoplease, LLC, et al.*, Case No. 21CV-0513 (the "Lawsuit")
5 and all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

6 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
7 the basis that the Settlement between Plaintiff and Defendant appear to be within the range of
8 reasonableness of a settlement which could ultimately be given final approval by this Court. The
9 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant
10 to Section 382 of the California Code of Civil Procedure.

11 The Court notes that Defendant has agreed to a non-reversionary GSA of \$250,000.00. The
12 GSA includes without limitation any and all payments Defendant may be responsible for under the
13 Settlement, including any Fees Award and Costs Award to Class Counsel, Incentive Awards, the
14 Class Member Payments, the PAGA Payments (which includes payment to the LWDA), Settlement
15 Administrator's Fees, and all payroll taxes (excluding employer-side payroll taxes) due and owing
16 as a result of the Settlement.

17 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
18 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff
19 acting as the Class Representative.

20 The Court hereby appoints, for settlement purposes, Plaintiff DAVID CHERNO as the Class
21 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
22 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
23 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

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

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

26 The Court approves ILYM Group, Inc., to serve as the Settlement Administrator.

27 The Court further hereby approves, as to form and content, the proposed Notice of Class
28 Action Settlement and Orders the notice to be mailed to the Settlement Class.

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

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

21 Within 30 calendar days of Preliminary Approval, Defendant shall provide the Settlement
22 Administrator with the Employee List for purposes of mailing the Class Notice. The Settlement
23 Administrator shall maintain the Employee List as private and confidential and shall not disclose
24 such data to any persons or entities other than Counsel for Defendant, except that, subject to
25 Defendant's approval, relevant information can be provided to Class Counsel if necessary for
26 Class Counsel to respond to inquiries or requests from Class Members. The Employee List is
27 being supplied solely for purposes of the administration of the Settlement set forth in the
28 Settlement Agreement and cannot be used by the Settlement Administrator or Class Counsel for

1 any other purpose. The Parties agree that the Employee List will not be used to solicit the
2 Settlement Class to file any claim, charge, or complaint of any kind whatsoever against the
3 Defendant and/or the Released Parties and will only be used to administer the Settlement under the
4 terms provided herein.

5 IT IS FURTHER ORDERED that by Within 14 calendar days after the Settlement
6 Administrator's receipt of the Class Data, the Settlement Administrator will mail copies of the Class
7 Notice via regular First-Class U.S. Mail and follow the procedures set forth in the Settlement
8 Agreement.

9 IT IS FURTHER ORDERED that any Class Notice returned to the Settlement
10 Administrator as undeliverable with no forwarding address, the Settlement Administrator shall
11 conduct an advanced skip trace to locate the most current address of the person to whom the
12 Notice was addressed, and shall promptly resend the Notice to any updated address.

13 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator
14 concerning the administration of the Settlement will be resolved by the Court under the laws of the
15 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
16 in good faith to attempt to resolve the dispute without involving the Court.

17 IT IS FURTHER ORDERED that individuals who fall within the definition of the
18 Settlement Class may choose to exclude themselves as Settlement Class Members. Settlement
19 Class individuals who wish to exclude themselves from the Settlement Class must submit a
20 signed, written statement requesting exclusion from the Settlement Class by no later than 30
21 calendar days after the date the Class Notice was mailed. The opt-out request must state in
22 substance, words to the effect:

23 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT."

24 All requests for exclusion must be made in writing, indicate the Class Member's first and
25 last name, and employee identification number or last four digits of the Class Member's social
26 security number. All requests for exclusion must also be signed by the Class Member, and must be
27 submitted by postal mail. The delivery date is the date the Class Member's request for exclusion
28 is deposited in the U.S. Mail as evidenced by the postmark and shall govern the timeliness of the

1 request for exclusion. If the postmark is illegible, the timeliness of the request for exclusion shall
2 be determined by the date the request for exclusion was received by the Settlement Administrator.
3 . Any individual in the Settlement Class who opts out of the Settlement Class will not be entitled
4 to any recovery under the Class Settlement and will not be bound by the Class Settlement or have
5 any right to object, appeal or comment in Court on the Settlement. Settlement Class individuals
6 who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion
7 Deadline Date shall be Settlement Class Members and shall be bound by all terms of the Class
8 Settlement and any Final Judgment entered in the Lawsuit if the Settlement is finally approved by
9 the Court. However, Settlement Class individuals cannot opt out of the PAGA Settlement and
10 release of the PAGA claims set forth in the Settlement Agreement.

11 IT IS FURTHER ORDERED that Settlement Class individuals who wish to object to the
12 Class Settlement, but not the PAGA settlement, may submit a written statement objecting to the
13 Settlement to the Settlement Administrator no later than the Objection/Exclusion Deadline Date or
14 appear in person at the Final Approval hearing to state their objection to the settlement. A written
15 objection must contain a statement in substance explaining that the Settlement Class individual
16 objects to the Settlement Agreement and the reasons for objecting; contain the full name, address,
17 telephone number, and last four digits of the Social Security number of the objecting Settlement
18 Class individual; be signed by the Settlement Class individual; and, be postmarked on or before
19 the Objection/Exclusion Deadline Date. No PAGA Aggrieved Employee may opt out or otherwise
20 be excluded from the PAGA Payment, as no such right exists under the law. Any individual in the
21 Settlement Class who fails to file and serve timely written objections in the manner specified
22 above or fails to appear in person at the Final Approval hearing to state their object shall remain
23 Settlement Class Members and shall be deemed to have waived any objections and shall be
24 foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

25 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on April 25,
26 2024 at 9:00 a.m. before the Honorable Rita Federman in Department 2. At the Final Approval
27 hearing, the Court will determine whether the Settlement should be finally approved as fair,
28 reasonable and adequate, and whether the terms of this Preliminary Approval Order and any other
applicable legal

perquisites to Judgment are satisfied. The Court will also determine the amount properly payable for (i) the Fees Award and Costs Award, (ii) Incentive Awards, (iii) the Settlement Administrator's Fees, (iv) Class Member Payments; and (v) the PAGA Payments.

IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting Final Approval and application for attorneys' fees and costs and class representative Incentive Award shall be filed with this Court No later than thirty (30) calendar days before the Final Approval Hearing.

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

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

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

IT IS SO ORDERED.

Dated: November 30, 2023



Honorable Lita Federman

JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On November 13, 2023, I served on the interested parties in this action the following document(s) entitled:

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

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See service list attached)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on November 13, 2023, at Irvine, California

Alma Chavarin
Alma Chavarin

1 DEBRA ELLWOOD MEPPEN
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2 PETER CHOI
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14 *PEOPLEASE LLC*

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Exhibit B

JAMES HAWKINS APLC

JAMES R. HAWKINS (SBN: 192925)

Email: James@jameshawkinsaplc.com

GREGORY MAURO (SBN: 222239)

Email: Greg@jameshawkinsaplc.com

MICHAEL CALVO (SBN: 314986)

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9880 Research Drive, Suite 200

Irvine, CA 92618

Telephone: (949) 387-7200

Fax: (949) 387-6676

Attorneys for Plaintiff,

DAVID CHERNO,

on his own and behalf of all others similarly situated

Additional Counsel As Noted Herein

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

DAVID CHERNO, on behalf of the general
public as private attorney general,

Plaintiff,

vs.

PEOPLEASE LLC, a South Carolina Limited
Liability Company; DRAKE FARMS
TRUCKING, INC. a Texas Corporation; and
DOES 1 through 50, inclusive,

Defendants

) Case No.: 21CV-0651
) [Case Assigned to Hon. Rita C. Federman
) Dept. 2]

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

) Complaint Filed: November 19, 2021
)
)

GORDON REES SCULLY MANSUKHANI, LLP

PETER CHOI (SBN: 249482)

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Telephone: (213) 576-5000

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Attorneys for Defendant,

DRAKE FARMS TRUCKING, INC.

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2050 Main Street, Suite 1000

Irvine, CA 92614

Telephone: (949)798-2170

Attorneys for Defendant,

PEOPLEASE, LLC.

This Joint Stipulation of Class Action Settlement (“Joint Stipulation” or “Settlement”) is made and entered by and between Plaintiff, DAVID CHERNO, in his individual capacity, as class representative, and as private attorneys general (collectively referred to as “Plaintiff”) on one hand, and Defendants, PEOPLEASE, LLC (“Peoplease”) and DRAKE FARMS TRUCKING, INC. (“Drake Farms”) (collectively “Defendants”), on the other hand. This Joint Stipulation will be binding on Plaintiff and the class purported to be represented thereby, and Defendants, subject to the terms and conditions set forth below and the approval of the Court.

I. DEFINITIONS.

To the extent any terms or phrases used in this Joint Stipulation are not specifically defined in this section (i.e., Section I), but are defined elsewhere in this Joint Stipulation, they are incorporated herein by reference.

“Action” collectively means the class action filed by Plaintiff David Cherno against Defendants, pending in the Superior Court of the State of California, County of San Luis Obispo: *David Cherno v. Peoplease LLC, et al.*, San Luis Obispo Superior Court, Case No. 21CV-0513; and the PAGA action filed by Plaintiff David Cherno against Defendants, pending in the Superior Court of the State of California, County of San Luis Obispo: *David Cherno v. Peoplease LLC, et al.*, San Luis Obispo Superior Court, Case No. 21CV-0651.

“Aggrieved Employees” or “PAGA Employees” means all current and former non-exempt employees who worked for Defendants Drake Farms as truck drivers and/or were issued wage statements by Peoplease, to work at Drake Farms to work as truck drivers, during the time period of September 10, 2020 through October 4, 2022.

“Class” or “Class Members” means all means all current and former non-exempt employees who worked for Defendants Drake Farms as truck drivers and/or were issued wage statements by Peoplease, to work at Drake Farms as truck drivers, during the time period of September 10, 2017 through October 4, 2022. Defendant represents there are approximately 110 Class Members who worked from the start of the Class Period through the date of the parties’ mediation on August 4, 2022

1 “Class Counsel” means counsel for the Plaintiff, James R. Hawkins, Gregory Mauro,
2 Michael Calvo, and Jeanne Sarmiento with JAMES HAWKINS APLC.

3 “Class Period” means from September 10, 2017, through October 4, 2022.

4 “First Amended Complaint” or “FAC” means the operative complaint(s) filed by Plaintiff
5 in the Action and all amendments thereto.

6 “Defendants” collectively means Peoplease, LLC and Drake Farms Trucking, Inc.

7 “Effective Date” means the date by which the Court’s order granting Final Approval of
8 this Joint Stipulation becomes final. Such order becomes final upon the following events:

9 (a) the date the Court enters the Final Judgment and order finally approving the Settlement, if
10 no objections, motions for reconsideration and no appeals or other efforts to obtain review have
11 been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain
12 review of the Final Judgment and order finally approving the Settlement, the date sixty (60) days
13 after such reconsideration, appeal or review has been finally concluded and is no longer subject
14 to review, whether by appeal, petition for rehearing, petition for review or otherwise and the
15 Settlement has not been materially modified. A "material modification" shall not include any
16 change to the Class Counsel Award, Class Representative Service Award, or amount awarded
17 for Settlement Administration Costs.

18 “Final Approval” means the date upon which the Court enters an order granting approval
19 of this Joint Stipulation, after having determined that the settlement is fair, adequate, and
20 reasonable to the Class following notice to the Class and a hearing on the fairness of the
21 settlement.

22 “Final Approval Hearing” means the final hearing held to ascertain the fairness,
23 reasonableness, and adequacy of the Joint Stipulation, after which the Court will enter its order
24 approving the Joint Stipulation finally.

25 “Opt-Out” means all persons who timely and validly request exclusion from the Class.
26 Class Members who Opt-Out will still release PAGA claims.

1 “PAGA Members” means all means all current and former non-exempt employees who
2 worked for Defendants Drake Farms as truck drivers and/or were issued wage statements by
3 Peoplease, to work at Drake Farms as truck drivers, during the PAGA Period.

4 “PAGA Period” means all pay periods worked by Class Members as nonexempt truck
5 drivers who worked during the Period of September 10, 2020, through October 4, 2022

6 “PAGA Payment” means the \$25,000.00 allocated from the Gross Settlement Amount for
7 release of penalties under PAGA, 75% (\$18,750.00) of which will be paid to the California
8 Labor & Workforce Development Agency (“LWDA”) and 25% (\$6,250.00) will be paid to
9 Aggrieved Employees.

10 “PAGA Released Claims” means all claims which Plaintiff, and Aggrieved Employees
11 have, as disclosed in LWDA letter dated September 10, 2021 and amended LWDA letter
12 January 6, 2023, and as alleged in the First Amended Complaint (“FAC”.) These include claims
13 under Labor Code Sections 201-204, 210, 226, 226.2, 226.3, 551, 552, 558, 1174, 1174.5, 1194,
14 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802.

15 “Parties” means Plaintiff and Defendants.

16 “Preliminary Approval” means the date upon which the Court enters an order granting
17 preliminary approval of this Joint Stipulation.

18 “Preliminary Approval Hearing” means the hearing held on the Motion for Preliminary
19 Approval of the Joint Stipulation.

20 “Released Claims” means all claims which Plaintiff, the Class, and/or any Class Member
21 had, or may claim to have, against any of the Released Parties, for any and all federal, state and
22 local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are
23 alleged in the Action, or could have been reasonably alleged in the Action based on the facts
24 alleged in the Action for Defendants’ alleged failure to pay minimum and regular wages
25 (including for off-the-clock work), pay timely wages during employment, pay all earned and
26 accrued wages to discharged/separated employees, furnish accurate itemized wage statements,
27 maintain required payroll records, and indemnify employees for business expenses in violation
28

of Labor Code Sections 201-204, 210, 226, 226.2, 226.3, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, Business & Professions Code section 17200, et seq.

“Released Parties” means Defendants and their present and former officers, directors, owners, agents, assigns, successors, employees, partners, shareholders, parent entities, subsidiaries, affiliates, entities under whose name they conduct business, predecessors, attorneys, or legal representatives.

“Settlement Administrator” means ILYM Group, Inc.

“Settlement Administrator’s Fees” means all fees, costs, and expenses relating to the administration of the settlement in this Action, including without limitation, printing and mailing Class Notice Forms, receiving and processing Opt-Outs, calculating and determining payments and percentages, regularly updating counsel on the status of administration, and the accounting and maintenance of the Settlement Fund Account.

“Settlement Fund Account” means the bank account established under this Joint Stipulation from which all monies payable under this Joint Stipulation shall be paid, as set forth herein.

“Gross Settlement Amount” means the two hundred and fifty thousand dollars (\$250,000.00) to be paid by Drake Farms only, in the aggregate to resolve this Action, on a non-claims-made and non-reversionary basis. The Gross Settlement Amount is all-inclusive.

The following costs will be deducted from the Gross Settlement Amount: (1) attorney fees and costs (Defendants will not oppose Class Counsel’s request for attorney fees amounting to one third of the Gross Settlement Amount, or \$83,250, and a maximum of \$25,000 in litigation costs as documented in billing statements of the attorneys for Plaintiff); (2) settlement administration fees (estimated not to exceed \$10,000); (3) Incentive Award to Plaintiff, as class representative, in the amount of \$15,000.00; (4) 75% of the \$25,000 PAGA Payment that is payable to the LWDA (or \$18,750.00); and (5) the employer-side payroll taxes attributed to the wage portion of settlement payments to Class Members for release of the Class Released Claims. Any deductions from the above allocations will be deposited into the Settlement Fund Account and

1 will be included in the Net Settlement Amount for distribution to the Class. The Gross
2 Settlement Amount shall be paid by Defendant Drake Farms.

3 “Net Settlement Amount” means the net amount available for payment of claims to Class
4 Members after deducting the above-referenced costs from the Gross Settlement Amount. If the
5 Court approves a lesser amount of any of the above-referenced costs, the Net Settlement Amount
6 will increase proportionately. In other words, any reductions from the above-referenced costs
7 will increase the Net Settlement Amount proportionally – also referred to herein as the “Payout
8 Fund.”

9 **II. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS.**

10 **A. Discovery, Investigation, and Research.**

11 The Parties investigated facts and law throughout the Action. Investigation included the
12 exchange of information under discovery procedures. It also included preparing for and
13 attending a full-day mediation with esteemed mediator, Jeffrey Krivis, Esq. The Parties
14 eventually reached a settlement after a full day of mediation.

15 The Parties investigated relevant law as applied to the facts of the case, potential defenses,
16 and damages claimed by Plaintiff on behalf of himself and the Class. Discovery largely focused
17 on Plaintiff’s allegations that Class Members were not paid all wages owed, including overtime
18 and minimum wages, were forced to work seven days a week without a day of rest, received
19 improper wage statements, were not reimbursed all necessary expenses, and were not paid all
20 owed and due wages during employment and upon separation of employment. Information and
21 data exchanges included significant samplings of Class Members’ dates of employment, hourly
22 rates, time records, payroll records, and arbitration agreements. The Parties conducted their own
23 evaluations of the potential recoveries based on the claims alleged in the Action and the defenses
24 at play.

25 **B. Allegations of the Class Representatives and Benefits of Settlement.**

26 The Parties entered into this Joint Stipulation after arm’s length bargaining by the Parties
27 with the assistance of a very experienced mediator and after Class Counsel thoroughly reviewed
28

1 all available evidence. The information exchanged between the Parties allowed them to assess
2 the merits of the claims and defenses, and to reach a compromise of the issues.

3 Plaintiff and Class Counsel all contend the claims asserted in the Action have merit.
4 However, they also acknowledge the expense and delay of continued litigation. Class Counsel
5 considered the uncertain outcome and risk of litigation, and the difficulties and delays inherent
6 in such litigation. Class Counsel also considered the potential difficulty maintaining the Action
7 as a class action and the likelihood of appeals. In addition, Class Counsel considered
8 Defendants' numerous defenses and the non-typical aspects of the Class Members' jobs and job
9 duties.

10 Class counsel determined this Joint Stipulation confers substantial benefit to the Class
11 and respectfully submits an independent review by the Court will confirm this conclusion. Class
12 Counsel has determined that this Joint Stipulation is in the best interests of Plaintiff and the
13 Class Members.

14 **C. Defendants' Denial of Wrongdoing, Defenses, and Benefits of Settlement.**

15 Defendants generally deny all claims alleged in the Action and further deny class or
16 representative treatment is appropriate for any purpose other than this settlement. Defendants
17 contend they complied with all applicable laws, whether California or federal law. Defendants
18 also contend many of Plaintiff's claims are preempted and fail as a matter of law. It is therefore
19 also Defendants' position that if litigation continued, class certification would not be granted,
20 or if it were, that it would be reversed, and would not result in any liability on the merits in any
21 event. Defendants contend Plaintiff is not an adequate class representative, his claims are not
22 typical of the Class, and individual issues predominate over common ones. However,
23 Defendants have concluded further litigation would be protracted and expensive. Thus,
24 Defendants determined it is desirable to settle the Action in the manner and upon the terms and
25 conditions herein.

26 **D. Intent of the Settlement.**

27 This Joint Stipulation intends to achieve the following: (1) entry of an order approving
28 the Joint Stipulation, conditionally certifying the Class, and granting the monetary relief set forth

herein; (2) entry of judgment on Plaintiff's alleged claims; and (3) discharge of Released Parties from liability for all Released Claims.

III. PROCEDURAL ISSUES.

A. Preliminary Approval.

Class Counsel will submit this Joint Stipulation to the Court with a Motion for Preliminary Approval of Class Action Settlement. Defendants will not oppose the Motion.

B. Settlement Administrator.

The Settlement Administrator will handle: (1) preparing, printing, and mailing simultaneously the Notice of Class Action Settlement in substantially the same form as the attached Exhibit 1 (the "Class Notice") in both English and Spanish; (2) receiving and reviewing any Opt-Outs; (3) calculating payments under the settlement; (4) handling inquiries from Class Members concerning the Class Notice; (5) resolving any Pay Period disputes; (6) providing weekly status reports to Defendants' counsels and Class Counsel regarding the mailings, ("Opt-Outs"), and settlement payments; (7) distributing settlement payments to Class Members and payment to other parties under the terms of this Joint Stipulation; (8) providing due diligence declarations for submission to the Court, as needed; (9) printing and providing Class Members and Plaintiff with tax forms as required under this Joint Stipulation and applicable law, and providing copies of the same to Defendants; (10) translating the Class Notice to Spanish; (11) sending, and/or responding to submissions of Opt-Outs, or contact information updates; and (12) such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

The Settlement Administrator will skip trace and re-mail all returned, undeliverable mail within seven (7) days of receiving notice the mailing was undeliverable. The Settlement Administrator will also handle payments to Plaintiff for their Incentive Awards, payment of Class Counsel's attorney fees and costs as approved by the Court, and payment of PAGA penalties to the LWDA. The Settlement Administrator will also handle the distribution of any remaining amounts from uncashed checks in accordance with the procedures set forth below.

(See Section IV.F.) Settlement Administrator's Fees are to be paid from the Gross Settlement Amount.

C. Notice to Class Members.

Notice will be provided to Class Members as follows:

Within 30 calendar days of Preliminary Approval, Defendants will provide the Settlement Administrator with the following information about each Class Member: (1) name; (2) last known mailing address and telephone number; (3) Social Security Number; (4) dates of employment; and (5) total pay periods worked during the Class and PAGA Periods (collectively, "Class Data").

Within 14 calendar days after the Settlement Administrator's receipt of the Class Data, the Settlement Administrator will calculate the estimated payout to the individual Class Members based on the assumption that all Class Members participate in the Settlement, and it will mail the Notice Packet to such Class Members via first-class regular U.S. mail.

Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes. It will be conclusively presumed that the Class Member received the Class Notice if the Class Notice has not been returned within 30 days of mailing. If a new address is obtained by way of a returned Class Notice or otherwise, then the Settlement Administrator will promptly forward the original Class Notice to the updated address via first-class regular U.S. mail, along with a cover letter advising the class member that their opt out period (as described below) has been extended an additional fifteen (15) days from the remailing.

Upon completion of these steps by the Settlement Administrator, the Parties will be deemed to have satisfied their obligation to provide notice of the settlement to Class Members. Such persons will be bound by all terms of the Joint Stipulation (including the release) and the Court's order and final judgment, unless they validly Opt-Out of the Class.

Class Members who receive a re-mailed Class Notice shall have his/her opt out period extended an additional 15 days. All re-mailed Class Notices shall be

1 accompanied by a cover letter advising the Class Member that his/her “opt-out”
2 period has been extended 15 days on account of the re-mailing.)

3 **D. Procedure for Opting-Out of Class.**

4 Class Members who wish to exclude themselves from the Class must mail the Settlement
5 Administrator a signed and dated document requesting exclusion from the Class within 30
6 calendar days after the date the Class Notice was mailed (the “Class Member Exclusion
7 Deadline”), or as extended in the case of a re-mailed Class Notice (i.e., an additional fifteen (15)
8 days), unless the Court orders otherwise. All requests for exclusion must be made in writing,
9 indicate the Class Member’s first and last name, and employee identification number or last four
10 digits of the Class Member’s social security number, and indicate “I WISH TO BE EXCLUDED
11 FROM THE SETTLEMENT,” or words to that effect. All requests for exclusion must also be
12 signed by the Class Member, and must be submitted by postal mail. The delivery date is the
13 date the Class Member’s request for exclusion is deposited in the U.S. Mail as evidenced by the
14 postmark and shall govern the timeliness of the request for exclusion. If the postmark is illegible,
15 the timeliness of the request for exclusion shall be determined by the date the request for
16 exclusion was received by the Settlement Administrator.

17 A request to be excluded from the Class will be deemed valid only if the Class Member
18 completed, dated, and signed a document requesting exclusion by the Class Member Exclusion
19 Deadline.

20 Any Class Member who timely requests exclusion from the settlement will not be entitled
21 to recovery under the settlement and will not be bound by the settlement, judgment, or order in
22 this Action, except that they shall receive payment for release of their PAGA claim. Class
23 Members shall not have the right to exclude themselves from the PAGA portion of the settlement
24 if they are an Aggrieved Employee. Class Members who submit a timely request for exclusion
25 shall not be able to object, appeal, or comment on the settlement. Class Members who fail to
26 timely request exclusion from the settlement will be bound by all the terms of this Joint
27 Stipulation, and any judgment and order entered in the Action. The Settlement Administrator
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1 will provide counsel for the Parties with weekly updates about Class Members who submit
2 requests for exclusion.

3 In the event that more than five (5%) of Class Members timely request exclusion from
4 the settlement, Defendants may exercise their right to void the settlement by providing written
5 notice to Class counsel that it is exercising its right to void the settlement. In the event
6 Defendants exercise this right, they shall be responsible for all Settlement Administration Fees
7 incurred through the date that Defendants provides notice to Class Counsel of its intent to void
8 the settlement.

9 **E. Procedure for Disputing Pay Periods.**

10 The Settlement Administrator's determination of eligibility for, and the amounts of, any
11 settlement payment under this Joint Stipulation will be conclusive, final, and binding on all
12 Parties, including all Class Members. To dispute the number of pay periods with which he or
13 she has been credited, a Class Member must timely produce evidence to the Settlement
14 Administrator showing that the pay period information is inaccurate by the Class Member
15 Exclusion Deadline. The delivery date is deemed to be the date the dispute is deposited in the
16 U.S. Mail as evidenced by the postmark. Class Members shall have thirty (30) calendar days to
17 dispute the pay period information, or as extended in the case of a re-mailed Notice Packet (i.e.,
18 an additional fifteen (15) days). The Settlement Administrator shall decide the dispute after
19 notifying Class Counsel and Defendants' counsels of the dispute. Defendants' records will be
20 presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the
21 Class Member and will make the final decision on the merits of the dispute.

22 **F. Procedure for Objecting to Settlement.**

23 Any Class Member who seeks to object to the settlement may serve a copy of the objection
24 to the Settlement Administrator. Any Class Member may also object by appearing either in
25 person or by attorney at the Final Approval Hearing. All written objections must be served
26 within thirty (30) calendar days of mailing of the Class Notice, or as extended in the case of a
27 re-mailed Class Notice (i.e., an additional fifteen (15) days). Neither the Parties nor their
28 respective counsel will solicit or otherwise encourage any Class Member, directly or indirectly,

to object to the Settlement, or appeal from the Judgment. The Settlement Administrator will provide counsel for the Parties with weekly updates about Class Members who object to the settlement.

G. Final Approval.

At the Final Approval Hearing, Class Counsel will move the Court for the entry of judgment, incorporating the Joint Stipulation. Class Counsel will seek approval of the Joint Stipulation as being fair, adequate, and reasonable to the Class Members. Class Counsel and Defendants' counsels will submit to the Court such pleadings and evidence as required for the Court's determination.

No later than thirty (30) calendar days before the Final Approval Hearing, the Settlement Administrator will serve on Class Counsel and Defendants' counsels, for filing with the Court in support of Plaintiff's motion for final approval of the settlement, a declaration of due diligence setting forth its compliance with its obligations under this Joint Stipulation.

IV. SETTLEMENT TERMS.

A. Gross Settlement Amount and Settlement Payments.

To settle the Released Claims in the Action, Defendant Drake Farms will pay the aggregate Gross Settlement Amount on an all-inclusive, non-reversionary basis. Except as required herein, Defendants will not be required to contribute additional sums to fund the settlement or otherwise resolve this action. All Class Members will be eligible to participate in the settlement. Class Members will receive a pro-rata share of the Net Settlement Amount under a pay period formula, as set forth below.

B. Increase in Gross Settlement Amount.

At of the time of mediation, Defendant estimated that Class Members worked approximately 7,000 pay periods during the Class Period. If the number of pay periods weeks worked by Class Members during the Class Period increase by more than 10% of 7,000 (or 7,700), the Class Period shall end as of the date the total number of pay periods reached 7,000 (as opposed to October 4, 2022.)

1 **C. Establishment of Settlement Fund Account & Funding of Gross Settlement**
2 **Amount**

3 Within seven (7) days of Class Counsel providing notice that the settlement has
4 preliminarily approved by the court, the Settlement Administrator will establish the Settlement
5 Fund Account in a non-interest bearing transaction account at a FDIC-insured institution with
6 at least one branch in California.

7 **D. Allocation of Settlement Proceeds.**

8 The Gross Settlement Amount is inclusive of and will be allocated as follows:

- 9 1. The Fee Award, which is the amount the Court awards to Class Counsel
10 for their attorney fees, in an amount not exceeding on third (\$83,250.00)
11 of the Gross Settlement Amount;
- 12 2. The Cost Award, which is the amount the Court awards to Class Counsel
13 for their reasonable litigation costs, in an amount not exceeding \$20,000.
- 14 3. The Incentive Award, which comprises the amount the Court awards to
15 the named Plaintiff as class representative, in an amount not exceeding
16 \$15,000;
- 17 4. The Settlement Administrator's Fees, as approved by the Court,
18 estimated at \$10,000;
- 19 5. PAGA penalties in an amount not to exceed \$25,000 (75% of which will
20 go to the LWDA and 25% to Aggrieved Employees.);
- 21 6. The Payout Fund, which is the total money available for payout to Class
22 Members who do not Opt Out, after deducting the above amounts;
- 23 7. Payment for release of the Class Released Claims shall be allocated as
24 follows: 66% as penalties and interest, and 34% as wages;
- 25 8. Payment for release of Class Members'/Aggrieved Employees' PAGA
26 claim shall be allocated as 100% penalties.
- 27 9. If the Court approves a lesser amount of any of the above-referenced
28 costs or penalties, the Payout Fund will increase proportionately.

1 No funds will revert to Defendants.

2 **E. Distribution of Settlement Proceeds.**

3 The Settlement Administrator will keep Defendants' counsels and Class Counsel apprised
4 of all distributions from the Settlement Fund Account. No person will have any claim against
5 Defendants, Defendants' counsels, Plaintiff, Class Counsel, or the Settlement Administrator
6 based on distributions and payments made under this Joint Stipulation. Distribution of the Gross
7 Settlement Amount will be as follows:

8 1. Initial Payment.

9 If the Effective Date is triggered, Defendant Drake Farms shall fund the Gross Settlement
10 Amount by depositing the same into the QSF within fifteen (15) days of the Effective Date being
11 triggered. The Settlement Administrator will pay the following amounts within fifteen (15) days
12 of the Gross Settlement Amount being fully funded by Defendant Drake Farms: (1) Fee Award,
13 the Cost Award, (2) the Incentive Award, (3) the payment to the LWDA, (4) the Settlement
14 Administrator's Fees, based on the amounts awarded by the Court based on the Order granting
15 final approval of the settlement. The remainder of the Gross Settlement Amount, known as the
16 Payout Fund or the Net Settlement Amount, will be calculated and distributed as set forth below.

17 2. Payout to Class Members.

18 The Settlement Administrator will calculate the individual settlement payments to Class
19 Members who do not submit valid Opt-Outs. These payments will be calculated by assigning a
20 certain dollar value to each pay period Class Members worked during the Class Period. The
21 dollar value of each pay period will be calculated by dividing the aggregate value of the Net
22 Settlement Amount by the total number of pay periods worked by the Class Members who do
23 not submit valid Opt-Outs during the Class Period. Partial pay periods will be rounded up to
24 the nearest full pay period. A Class Member who does not submit a valid Opt-Out will receive
25 an individual settlement payment determined by multiplying the number of pay periods worked
26 during the Class Period by the dollar value of each pay period.

27 The Settlement Administrator will calculate the PAGA payments to Aggrieved
28 Employees separately. These payments will be calculated by assigning a certain dollar value to

each pay period the Aggrieved Employee worked during the PAGA Period (or from September 10, 2020, through October 4, 2022). The dollar value of each pay period will be calculated by dividing the employees 25% portion of the PAGA Payment by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. Partial pay periods will be rounded up to the nearest full pay period. All Aggrieved Employees will receive an individual settlement payment determined by multiplying the number of pay periods worked during the PAGA Period by the dollar value of each pay period s/he worked during the PAGA Period.

The Class Members' individual settlement payments will be apportioned as follows: 34% as wages, 66% for interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment to Class Members who do not validly Opt Out may still be eligible to receive payment for their portion of the PAGA Payment if they are also an Aggrieved Employee. This payment shall be allocated 100% to penalties. The Settlement Administrator will issue the appropriate federal and state tax forms.

The individual settlement payments to Class Members will be paid within twenty-one (21) calendar days the Gross Settlement Fund is completely funded by Defendant Drake Farms, assuming the Effective Date is triggered. It is expressly understood and agreed that the receipt of individual settlement payments will not entitle any Class Member to additional or derivative compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle any Class Member to any increased retirement, 401k benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties that the settlement payments provided for in this Joint Stipulation are the sole payments to be made by Defendants to the Class Members for the Released Claims, and that the Class Members are not entitled to any additional or derivative compensation or benefits as a result of having received the settlement payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

F. I.R.S. Circular 230 Disclaimer

1 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE
2 “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER
3 THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES
4 AND AGREES THAT: (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
5 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
6 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
7 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
8 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
9 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
10 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
11 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
12 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
13 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
14 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
15 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
16 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
17 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
18 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
19 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
20 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
21 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
22 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
23 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
24 AGREEMENT.

25 **G. Uncashed Checks.**

26 Settlement checks issued to Class Members will expire one hundred and eighty
27 (180) days from the date they are issued by the Settlement Administrator. Any check not cashed
28 within 180 calendar days will be void. The Settlement Administrator will provide the Parties

1 with a report of uncashed checks. Funds attributable to unclaimed, undeliverable, or expired
2 checks shall be paid to the designated *cy pres* recipient—Legal Aid at Work. The Parties and
3 their counsel confirm they do not have any relationship or interest in Legal Aid at Work and that
4 they believe the *cy pres* recipient promotes justice for all Californians pursuant to CCP section
5 384.
6

7 **H. Posting of Judgment**

8 The Settlement Administrator shall post the Order and Final Judgment on the Settlement
9 Administrator's website within seven (7) calendar days after entry of Order and Judgment. The
10 Settlement Administrator shall post a copy of the signed judgment for one hundred eighty (180)
11 calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court
12 in order to provide notice to the Class Members of this Judgment.

13 **I. Fee Award.**

14 Defendants will not oppose a request for attorney fees up to one third (\$83,250.00) of the
15 Gross Settlement Amount. Defendants will not be obligated to pay any attorney fees of Class
16 Counsel, Plaintiff, or Class Members above this amount. Class Counsel's attorney fee
17 application will be submitted and heard during the Final Approval Hearing. The Court will
18 determine the Fee Award. If the Court believes the Fee Award should be reduced, the other
19 terms of the settlement will remain in effect and any such reduction will not affect the remaining
20 terms, other than adjusting the Net Settlement Amount.

21 **J. Cost Award.**

22 Defendants will not oppose a request for reasonable litigation expenses not to exceed
23 \$[Amount] Defendants will not be obligated to pay any costs of Class Counsel, Plaintiff, or
24 Class Members above the amount approved by the Court or an amount not to exceed \$25,000
25 whichever amount is less. Class Counsel's request for costs must be submitted with its fee
26 application and heard during the Final Approval Hearing. The Court will determine the Cost
27 Award. If the Court believes the Cost Award should be reduced, the other terms of the
28

1 settlement will remain in effect and any such reduction will not affect the remaining terms, other
2 than adjusting the Net Settlement Amount.

3 **K. Incentive Award.**

4 Defendants will not object to an Incentive Award of \$15,000 to Plaintiff. Defendants will
5 not be obligated to pay any Incentive Award in the Action above this amount. The Incentive
6 Award will be considered miscellaneous income. The Settlement Administrator will issue a
7 Form 1099, and any other tax forms, to Plaintiff relating to this award. The Court will determine
8 the Incentive Award. If the Court believes the Incentive Award should be reduced, the other
9 terms of the settlement will remain in effect and any such reduction will not affect the remaining
10 terms, other than adjusting the Net Settlement Amount.

11 Plaintiff acknowledges and agrees that Defendants and its attorneys have made no
12 representations or warranties regarding the tax consequences of payment of the Incentive
13 Award, and Plaintiff has not relied on any such representations or warranties. Plaintiff further
14 agrees to pay and bear sole responsibility for all taxes, liens, levies, encumbrances, interest, and
15 penalties that may be due or payable to any taxing authority as a result of payment of the
16 Incentive Award. Furthermore, Plaintiff agrees to defend and indemnify Defendants in
17 connection with any taxes, fines, interest, or penalties incurred as a result of any failure by
18 Plaintiff, to pay taxes due, if any, on the Incentive Award paid.

19 **L. Settlement Administrator Fees.**

20 The Parties agree settlement administration costs will be deducted from the Gross
21 Settlement Amount, subject to approval by the Court, estimated at \$10,000.

22 **M. PAGA Penalties.**

23 The Parties agree to allocate \$25,000.00 of the Gross Settlement Amount to the resolution
24 of all claims for penalties under PAGA during the PAGA Period. Under Labor Code § 2699(i),
25 75% of that amount will be paid to the LWDA. This amount will be paid by the Settlement
26 Administrator within seven (7) calendar days after receiving the Gross Settlement Amount from
27 Defendant Drake Farms. The other 25% will be paid to Aggrieved Employees. These penalties
28

will be paid regardless of a Class Member Opting-Out or Objecting to the Settlement if that Class Member is also an Aggrieved Employee, provided that the Effective Date is triggered.

N. Fees and Costs.

Defendants will bear their own fees and costs. Class counsel shall also not be entitled to any attorneys' fees or costs other than as provided in this settlement.

V. RELEASE OF CLAIMS BY CLASS AND AGGRIEVED EMPLOYEES.

A. Release of Class Members' Claims.

Upon the payment of the Gross Settlement Fund, to them, Plaintiff and Class Members will be deemed to have released the Released Parties of and from all of the Released Claims during the Class Period. The Released Claims include all claims which Plaintiff, the Class, and/or any Class Member had, or may claim to have, against any of the Released Parties, that were alleged or could have been alleged in the FAC during the Class Period.

B. Release of Aggrieved Employees' Claims.

Upon the payment of the Gross Settlement Fund, Aggrieved Employees only will release the Released Parties of and from all of the PAGA Released Claims for the PAGA Period.

VI. RELEASE OF CLAIMS BY PLAINTIFF.

Upon the payment of the Gross Settlement Fund, Plaintiff will be deemed to have released the Released Parties of and from all of the Released Claims during the Class Period, as set forth above.

Plaintiff's release set forth herein also include a waiver of all rights under California Civil Code section 1542, which includes a release of all known and unknown claims against the Released Parties. Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff will be deemed to have waived his rights under Civil Code section 1542, as set forth above.

1 **VII. RELEASE BETWEEN DEFENDANTS**

2 Upon the Effective Date being triggered and Defendant Drake Farms' funding of the Gross
3 Settlement Amount, Defendants mutually agree to waive and release any claims against each
4 other and their respective present and former officers, directors, employees, and agents, and
5 former officers, directors, employees, and agents related to or arising out of the above-
6 referenced action, including but not limited to, claims for indemnification (express or implied),
7 breach of contract, negligence, or gross negligence. The time period for this release shall extend
8 through the Effective Date, but does not apply to acts or omissions postdating the Effective Date.
9 However, this release does not apply to any ongoing obligations of Defendants to perform under
10 the Professional Services Agreement that are unrelated to the Action, or any other pending,
potential, or future claims that are independent of the Action.

11 **VIII. NULLIFICATION OF THE JOINT STIPULATION DUE TO NON APPROVAL**
12 **OF SETTLEMENT**

13 If (a) the Court should for any reason fails to approve this Joint Stipulation in the form
14 agreed to by the Parties, or (b) the Court should for any reason fail to enter preliminary or final
15 approval in the Action, or (c) the judgment is reversed, modified, or declared or rendered void,
16 or (d) if the LWDA takes any action (such as an investigation or its own administrative or civil
17 action against Defendants) in response to this settlement or a submission of the LWDA or
18 amended LWDA letter, this Joint Stipulation will be null and void, and neither this Joint
19 Stipulation, nor any of the related negotiations or proceedings, will be of any force or effect, and
20 all Parties will stand in the same position, without prejudice, as if the Joint Stipulation had not
21 been entered into or filed. Invalidation of any material portion of this Joint Stipulation will
22 invalidate this Joint Stipulation in its entirety, unless the Parties subsequently agree in writing
23 that the remaining provisions of the Joint Stipulation are to remain in full force and effect or
24 unless as otherwise set forth above. Furthermore, in the event that this Joint Stipulation is
25 deemed null and void, the amended LWDA letter and First Amended Complaint shall be deemed
26 withdrawn, and the Parties agree to cooperate with each other to effectuate the withdrawal of
27 these documents. Moreover, Defendants do not waive their defenses to the amended LWDA
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letter or the First Amended Complaint by agreeing to their filing/submission for settlement purposes only.

IX. STAY OF ACTION PENDING APPROVAL OF SETTLEMENT

Pending approval of the settlement, all discovery, litigation (including enforcement of motions) shall be stayed, and all litigation and discovery deadlines shall be tolled pending approval. The Parties also agree that all discovery, litigation (including enforcement of motions) shall be stayed during the time period from the date Plaintiff files the motion for preliminary approval of settlement until two weeks after the Court's denial of either preliminary approval or final approval of the settlement. However, the Parties agree that in the event that either preliminary or final approval is denied, either Party may terminate the stay by providing written notice within three (3) business days of their intent to terminate the stay.

X. DUTIES OF THE PARTIES.

a. Mutual Full Cooperation.

The Parties agree to cooperate to accomplish and implement the terms of this Joint Stipulation. Such cooperation will include, but is not necessarily limited to, execution of such other documents and taking such other actions as may be reasonably necessary to fulfill the terms of this Joint Stipulation. The Parties will use their best efforts, including all efforts contemplated by this Joint Stipulation and any other efforts that may become necessary by court order, or otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As soon as practicable after execution of this Joint Stipulation, Class Counsel, with the cooperation of Defendants and their counsel, will try to secure Preliminary Approval and Final Approval.

b. Duty to Support and Defend the Settlement.

The Parties agree the settlement is fair, adequate, and reasonable and will so represent to the Court. The Parties agree to abide by all terms of the Joint Stipulation in good faith and to support the Joint Stipulation fully, and to use their best efforts to defend this settlement from any legal challenge, whether by appeal or collateral attack.

XI. MISCELLANEOUS PROVISIONS.

a. No Media Comments of Publicity.

1 If contacted by the media, the Parties and Class Counsel will merely inform them that
2 the case has been resolved, and refer them to the public filings. In addition, there shall be no
3 public statements to the media or press releases with regard to the Action or the terms of this
4 Joint Stipulation.

5 **b. Waiver of Appeals.**

6 The Parties and Class Members agree to waive any appellate rights; provided, however,
7 Plaintiff may appeal any reduction in the attorney fees and/or cost award.

8 **c. No Admission of Liability.**

9 This Joint Stipulation is not an admission of liability by Defendants or any of the Released
10 Parties.

11 **d. Non-Disparagement.**

12 Plaintiff agrees not to publicly disparage Defendants or any of the Released Parties.
13 Plaintiff and Class Counsel also agree not to publish this settlement to the media, or on Class
14 Counsel's law firm marketing materials, including Class Counsel's law firm website.

15 **e. Construction.**

16 The Parties agree this Joint Stipulation resulted from lengthy, intensive, arm's-length
17 negotiations, and it is not to be construed for or against any party for any reason.

18 **f. Choice of Law.**

19 This Joint Stipulation is intended to and will be governed by the laws of California,
20 without regard to conflicts of law principles. The Court will retain continuing jurisdiction to
21 enforce the settlement.

22 **g. Captions and Interpretations.**

23 Paragraphs, titles, or captions contained herein are inserted as a matter of convenience
24 and for reference only, and in no way define, limit, extend, or describe the scope of this Joint
25 Stipulation or any provision thereof.

26 **h. Modifications.**

This Joint Stipulation may not be changed, altered, or modified, except in writing signed by counsel for the Parties and approved by the Court. This Joint Stipulation may not be discharged except by performance under its terms or by a writing signed by the Parties.

i. Integration Clause.

All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, between the Parties are merged herein. No rights under this Joint Stipulation may be waived except in writing. However, if there is a conflict between the terms of this Joint Stipulation and the Memorandum of Understanding entered into between the Parties, the latter shall control.

j. Successors and Assigns.

This Joint Stipulation will be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

k. Class Counsel Signatories.

Because the Class Members are so numerous, the Parties agree it is impossible or impractical to have each Class Member sign this Joint Stipulation. This Joint Stipulation may be executed on behalf of the Class by Class Counsel and Plaintiff.

l. Plaintiff's Waiver of Right to be Excluded or Object.

Plaintiff agrees not to Opt-Out of the Class and agrees not to object to any terms of this Joint Stipulation. Non-compliance by Plaintiff with this paragraph will be void and of no force or effect. Any such request for exclusion or objection by Plaintiff will therefore be void and of no force or effect.

m. Execution in Counterparts.

This Joint Stipulation will become effective upon its execution by all of the undersigned. The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts will have the same force and effect as if all Parties signed the same instrument.

[Signatures on Next Page]

PLAINTIFF AND CLASS COUNSEL

Dated: 5/3/2023

By:

DocuSigned by:
David Chern
250DBABFF9A8457...

David Chern

Dated: 5/3/2023

JAMES HAWKINS APLC

By:

James R. Hawkins
James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Jeanne Sarmiento, Esq.
Attorneys for Plaintiff,
DAVID CHERNO on his own and
behalf of all others similarly situated

DEFENDANTs AND DEFENDANT'S COUNSELS

Dated:

DRAKE FARMS TRUCKING, INC.

By:

Deanna Drake
Barry Drake
Director/Owner of Drake Farms
Trucking, Inc. to sign on behalf of
Defendant DRAKE FARMS
TRUCKING, INC.

Dated:

GORDON REES SCULLY MANSUKHANI, LLP

By:

Debra E. Meppen, Esq.
Peter Choi, Esq.

Attorneys for Defendant,
DRAKE FARMS TRUCKING, INC.

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Dated: 05/04/23

PEOPLEASE, LLC

By: Chrystal Temaul
Chrystal Temaul
Director for Peoplease, LLC. to sign on
behalf of Defendant PEOPLEASE,
LLC.

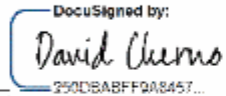
Dated: 05/04/23

FISHER & PHILLIPS, LLP

By: Spencer Waldron
Spencer Waldron, Esq.
Jonathan Russell Blakey, Esq.
Attorneys for Defendant,
PEOPLEASE, LLC.

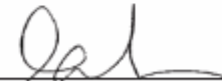
PLAINTIFF AND CLASS COUNSEL

Dated: 5/3/2023

By: 
David Cherno

Dated: 5/3/2023

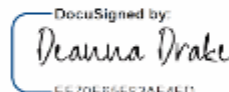
JAMES HAWKINS APLC

By: 
James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Jeanne Sarmiento, Esq.
Attorneys for Plaintiff,
DAVID CHERNO on his own and
behalf of all others similarly situated

DEFENDANTs AND DEFENDANT'S COUNSELS

Dated: May 30, 2023 | 11:01 AM PDT

DRAKE FARMS TRUCKING, INC.

By: 
Deanna Drake
Barry Drake
Director/Owner of Drake Farms
Trucking, Inc. to sign on behalf of
Defendant DRAKE FARMS
TRUCKING, INC.

Dated:

GORDON REES SCULLY MANSUKHAN

By: 
Debra E. Meppen, Esq.
Peter Choi, Esq.

Attorneys for Defendant,
DRAKE FARMS TRUCKING, INC.

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Exhibit C

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 03/26/2024
Client: CHERNO01 - David Cherno
Matter: PEOPLEASE02 - Peoplease, LLC / Drake Farms Trucking, Inc.- David Cherno v. Peoplease

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
09/10/2021	FST	First Legal Network - E-Filing, complaint filed; civil case cover sheet IN#30172635	\$1,614.25		Unbilled				
09/28/2021	POS	Postage - 09.10.2021 Certified Mail to Agent re LWDA Filing	\$15.46		Unbilled				
09/28/2021	FIL	Filing Fee - 09.10.2021 LWDA Filing Fee	\$75.00		Unbilled				
11/08/2021	FST	First Legal Network - Service: Complaint, Initial Docs, Ntc(s) - Service: Complaint, Initial Docs, Ntc(s) - Invoice No. 30179004	\$489.27		Unbilled				
12/02/2021	FST	First Legal Network - E-Filing, proof of service summons; proof of service IN#30182125	\$35.75		Unbilled				
01/03/2022	FST	First Legal Network - E-Filing, case management statement filed, IN #30185317	\$37.25		Unbilled				
05/11/2022	MED	Mediation Services IN#24100 CK#9964	\$9,000.00		Unbilled				
08/16/2022	EXA	Expert Analysis IN#220808 CK#10171	\$950.00		Unbilled				
10/06/2022	FST	First Legal Network - E-Filing (3) - Notice of settlement of Entire Case, Plaintiffs request to Continue IN# 30216387	\$130.00		Unbilled				
10/13/2022	FST	First Legal Network - E-Filing - Plaintiffs Request to Reserve Hearing IN# 30216387	\$33.50		Unbilled				
02/24/2023	FST	First Legal Network - E-Filing - Case Managment Statement Filed IN# 30227367	\$39.50		Unbilled				
02/28/2023	POS	Postage 02.28.23 Ntc of LWDA	\$19.44		Unbilled				
03/01/2023	POS	Postage 03.01.23 Amended Ntc LWDA	\$19.44		Unbilled				
05/08/2023	FST	First Legal Network - E-Filing - Stipulation and Order \$20, Joint Request to Continue the May 2, E-Filing Immediate - Joint Stip Requesting Leave IN# 30237327	\$233.25		Unbilled				
05/17/2023	FST	First Legal Network - E-Filing - First Amended Class Action Complaint IN# 30237327	\$39.50		Unbilled				
10/06/2023	FST	First Legal Network - Filing - Notice of motion IN# 30256289	\$105.50		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
11/01/2023	FST	First Legal Network - Filing - Supplemental Declaration of James, Research - Amend Prop Order IN# 30260163	\$274.60		Unbilled				
11/03/2023	FST	First Legal Network - Filing - Second Supplemental Dec, In# 30260163	\$39.95		Unbilled				
Total:			\$13,151.66	\$0.00					
Balance:			\$13,151.66						
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 : -----			\$13,151.66						
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 03/26/2024

Client: CHERNO01 - David Cherno

Matter: PEOPLEASEDRKE04 - Peoplease, LLC / Drake Farms -PAGA-- David Cherno v. Peoplease

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
11/16/2021	FST	First Legal Network - E-file: Civil Case Cover Sheet - E-file: Summons, PAGA Representative - IN #30179004	\$1,646.25		Unbilled				
01/25/2022	FST	First Legal Network - E-Filing, ntc and acknowledgement of receip , IN #30185317	\$37.25		Unbilled				
10/05/2022	FST	First Legal Network - E-Filing (4) - Notice of Settlement and Request, Notice of Settlement of Entire case, Plaintiffs request to Continue IN# 30216387	\$163.50		Unbilled				
Total:			\$1,847.00	\$0.00					
Balance:			\$1,847.00						

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 :-----			\$1,847.00						
Total Hard Cost Received :-----			\$0.00						
Total Taxes Billed :-----			\$0.00						
Total Taxes Unbilled :-----			\$0.00						
Total Taxes Received :-----			\$0.00						
Total Late Charges Billed :-----			\$0.00						
Total Late Charges Unbilled:-----			\$0.00						
Total Late Charges Received :-----			\$0.00						
Trust Balance:-----			\$0.00						

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Exhibit D

JAMES HAWKINS APLC
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Attorneys for Plaintiff DAVID CHERNO,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO – CIVIL BRANCH**

DAVID CHERNO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

PEOPLEASE LLC, a South Carolina
Limited Liability Company; DRAKE
FARMS TRUCKING, INC., a Texas
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21CV-0513

ASSIGNED FOR ALL PURPOSES TO:
Honorable Rita Federman, Dept. 2

**DECLARATION OF PLAINTIFF DAVID
CHERNO IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 25, 2024

Time: 9:00 a.m.

Dept.: 2

DECLARATION OF DAVID CHERNO

I, DAVID CHERNO hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiffs' Motion for Final Approval of Class Action 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 Defendants PEOPLEASE LLC and DRAKE FARMS TRUCKING, INC (collectively "Defendants") in approximately January 2019 as a Non-Exempt Employee working as a driver, and worked during the liability period for Defendants until my separation from Defendants' employ in approximately November 2020. My duties included, but were not limited to, driving, loading and unloading truck at docks, checking invoices, and making deliveries.

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

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendants and suffered similar harms due to Defendants' 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 Defendants. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

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

9 7. Since I believe I was not accurately paid wages, not reimbursed for business
10 expenses, not timely paid wages during my employment and at the time of my separation from
11 Defendants' employ, and therefore not provided accurate itemized wage statements, I believe
12 that I have been similarly injured as to all other class members in the settlement who worked for
13 Defendants during the class period. I believe the claims asserted in the Complaint are also
14 shared by the other Class Members. I worked with various other non-exempt employees and I
15 believe we were all treated the same and subject to the same unlawful policies.

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

23 9. As the Class Representative, I have spent numerous hours consulting with my
24 attorneys, providing documentation, consulting with other Class Members, responding to
25 questions by my attorneys, providing documents to my attorneys, working with my attorneys to
26 review documents received, helping my attorneys in preparing for the mediation and attending
27 the mediation via telephone. I was consulted about the status of the case and provided constant
28 feedback about the case from my attorneys including the mediation, settlement negotiations and
eventual settlement. I estimate I have spent approximately 44 hours working on this case.

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2 10. I understand from my counsel that there have been zero objections and zero
3 request for opt outs by Class Members and a result have embraced the settlement.

4 11. From the beginning of this case, I have freely chosen to accept the risks of being
5 the Class Representative in this class action lawsuit. I chose to assume these risks and pursue
6 the claims on behalf of the Class Members as I wanted to vindicate their rights. I believe we
7 have achieved that result with the settlement and the individual payments to the Class Members.
8 I believe the settlement is fair reasonable and adequate based on the numerous defenses asserted
9 by Defendants. I believe the efforts and work I put forth helped to achieve the fair settlement
10 that will benefit the Class Members. As a result of my efforts, I also believe the Incentive
11 Award is reasonable, and I respectfully request the Court approve the amount of \$15,000.00 to
12 the named Plaintiff.

13 I declare under penalty of perjury under the laws of the state of California that the
14 foregoing is true and correct. Executed on April 2, 2024, at Amarillo, Texas.

15
16 DocuSigned by:
David Chernov
250DBAEF70A8457...
DAVID CHERNO