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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARMELA REYES, individually, on behalf of
all others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

EVERYTABLE, PBC, a Delaware
corporation; HARVEST FRESH FOODS,
PBC, an unknown entity, and DOES 1 through
10, inclusive,

Defendants.

Case No. 21STCV35987

CLASS ACTION

*[Assigned for all purposes to Judge David S.
Cunningham III, Dept. 11]*

**DECLARATION OF JUSTIN F.
MARQUEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed with concurrently with: Memorandum
of Points and Authorities, Declaration of
Evelin Reyes, and Proposed Order]*

FINAL APPROVAL HEARING

Date: April 26, 2023

Time: 9:00 a.m.

Dept: 11

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I, Justin F. Marquez, declare as follows:

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

CASE BACKGROUND

2. This is a wage and hour class action and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members worked in California as hourly-paid, non-exempt employees for Defendants during the class period. Defendants specialize in the meal preparation and subscription industry and serve customers in southern California, including in Los Angeles County.

3. Plaintiff alleges that Defendants' payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendants failed to pay for all hours worked off the clock by the putative class member. Plaintiff also alleges that Defendants failed to provide employees with legally compliant meal and rest periods, and failed to provide its employees with their earned meal period and rest period premiums. In addition, Plaintiff alleges that Defendants failed to reimburse its employees for all necessary business-related expenses. Based on these allegations, Plaintiff asserts claims against Defendants for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all final wages at termination, failure to provide accurate itemized wage statements, unfair business practices, and civil penalties under PAGA.

4. On September 30, 2021, Plaintiff filed a putative wage-and-hour class action complaint against Defendants for: (1) failure to pay minimum and straight time wages; (2) failure

1 to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
2 periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized
3 wage statements; and (7) violation of California's Unfair Competition Law, California Business
4 and Professions Code §§ 17200, et seq. In addition, Plaintiff filed a First Amended Class and
5 Representative Action Complaint on August 22, 2022, which added a cause of action for civil
6 penalties under PAGA, for which Plaintiff had previously provided notice to Defendants and the
7 California Labor & Workforce Development Agency on October 1, 2021.

8 DISCOVERY AND INVESTIGATION

9 5. Following the filing of the Complaint, the Parties exchanged documents and
10 information before mediating this action. Defendants produced timekeeping and pay records for
11 the class members. Defendants also provided documents of their wage and hour policies and
12 practices during the class period, and information regarding the total number of current and former
13 employees in its informal discovery responses.

14 6. After reviewing documents regarding Defendants' wage and hour policies and
15 practices, analyzing Defendants' timekeeping and payroll records, Class Counsel was able to
16 evaluate the probability of class certification, success on the merits, and Defendants' maximum
17 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding
18 the claims and defenses asserted in the Litigation. Class Counsel reviewed these records and
19 utilized an expert to prepare a damages analysis prior to mediation.

20 SETTLEMENT NEGOTIATIONS, PRELIMINARY APPROVAL, AND CLASS SIZE

21 7. On March 23, 2022, the Parties participated in private mediation with experienced
22 class action mediator, Lisa Klerman. The mediation was conducted via Zoom. The settlement
23 negotiations were at arm's length and, although conducted in a professional manner, were
24 adversarial. The Parties went into the mediation willing to explore the potential for a settlement
25 of the dispute, but each side was also prepared to litigate their position through trial and appeal if
26 a settlement had not been reached.

27 8. After extensive negotiations and discussions regarding the strengths and
28 weaknesses of Plaintiff's claims and Defendants' defenses, the Parties were able to reach a

1 resolution, the material terms of which were encompassed within an initial settlement agreement
2 that was subsequently modified pursuant to the Court's request. The Court then granted
3 preliminary approval on December 1, 2022. Attached as **Exhibit 1** is a true and correct copy of
4 the Amended Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement"
5 or "Settlement Agreement").

6 9. The Settlement includes \$10,000.00 allocated to Plaintiff's claims under PAGA,
7 with 75% of which (\$7,500.00) being paid to the Labor and Workforce Development Agency
8 ("LWDA") and 25% (\$2,500.00) will be paid to eligible members of the PAGA Class. Class
9 Counsel previously submitted the proposed settlement to the LWDA before filing the Motion for
10 Preliminary Approval and will be submitting this Motion for Final Approval to the LWDA before
11 the hearing.

12 10. The Settlement provides that Defendant will not oppose a fee application of up to
13 33 1/3% (\$247,333.33) of the Settlement Amount, plus out-of-pocket costs not to exceed
14 \$20,000.00. (Settlement, § XIII.)

15 11. Class Counsel submitted the proposed Settlement and accompanying papers to the
16 LWDA before filing this Motion for Final Approval. Attached as **Exhibit 2** is a true and correct
17 copy of the online forms submitted to the LWDA regarding this proposed settlement of PAGA
18 claims.

19 12. Class Counsel has conducted a thorough investigation into the facts of this case.
20 Based on the foregoing discovery and their own independent investigation and evaluation, Class
21 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
22 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
23 of significant delay, the defenses that could be asserted by Defendant both to certification and on
24 the merits, trial risk, and appellate risk. While Plaintiff is confident in the merits of her claims, a
25 legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the
26 amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain
27 proposition. Furthermore, even if Plaintiff obtained certification of all or some of the claims,
28 continued litigation would be expensive, involving a trial and possible appeals, and would

1 substantially delay and reduce any recovery by the class.

2 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

3 13. Class Counsel represent that Plaintiff devoted a great deal of time and work assisting
4 counsel in the case, communicated with counsel very frequently for litigation and to prepare for
5 mediation, and was frequently in contact with Class Counsel during the mediation. Plaintiff's
6 requested enhancement award is reasonable particularly in light of the substantial benefits Plaintiff
7 generated for all class members.

8 14. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has
9 cooperated immensely with my office and has taken many actions to protect the interests of the
10 class. Plaintiff provided valuable information regarding unpaid overtime, meal period, and rest
11 period claims. Plaintiff also informed my office of developments and information relevant to this
12 action, participated in decisions concerning this action, made herself available to answer questions
13 during the mediation, and provided my office with the names and contact information of potential
14 witnesses in this action. Before we filed this case, Plaintiff provided my office with several
15 documents, including policy documents, and communications from Defendant regarding the claims
16 alleged in this action. The information and documentation provided by Plaintiff was instrumental
17 in establishing the wage and hour violations alleged in this action, and the recovery provided for
18 in the Settlement Agreement would have been impossible to obtain without Plaintiff's
19 participation.

20 15. At the same time, Plaintiff faced many risks in adding herself as the class
21 representative in this matter. Plaintiff faced actual risks with her future employment, as putting
22 herself on public record in an employment lawsuit could also very well affect her likelihood for
23 future employment. Furthermore, as part of this settlement, Plaintiff is executing a general release
24 of all claims against Defendant.

25 16. In turn, class members will now have the opportunity to participate in a settlement,
26 reimbursing them for alleged wage violations they may have never known about on their own or
27 been willing to pursue on their own. If these class members would have each tried to pursue their
28 legal remedies on their own, that would have resulted in each having to expend a significant amount

of their own monetary resources and time, which were obviated by Plaintiff putting herself on the line on behalf of these other class members.

17. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation, sacrificed the value of her own individual claims, and placed herself at risk for the sake of the class members. The requested enhancement award for Plaintiff for her service as the class representative and for her general release of all individual claims is a relatively small amount of money when the time and effort put into the litigation are considered and in comparison to enhancements granted in other class actions. The requested incentive award is therefore reasonable to compensate Plaintiff for her active participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation, et al.*, No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members were misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped negotiate a \$2.5 million class action settlement for 339 class members, and the court approved a \$25,000.00 class representative incentive award for each named plaintiff.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

18. The Settlement provides for attorney's fees payable to Class Counsel in an amount up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$247,333.33, plus actual costs and expenses not to exceed \$20,000.00. The proposed award of attorneys' fees to Class Counsel, in this case can be justified under a lodestar method of recovery.

19. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	Hours	Rate	Lodestar
Justin F. Marquez	Senior Partner (13+ years)	52	\$850	\$44,200
Benjamin H. Haber	Associate Attorney (6th Year)	67	\$650	\$43,550
Arrash T. Fattahi	Associate Attorney (3rd Year)	85	\$450	\$38,250
Min Jee Kim	Senior Paralegal	23	\$150	\$3,450
Ashley Narinyans	Paralegal	6	\$150	\$900
Total:		233		\$130,350

1 20. Class Counsel has spent over 233 hours litigating this Action to bring it to
2 resolution, not including time which will be expended monitoring the administration of the
3 settlement and distribution of funds to the Class Members. The efforts expended by Plaintiff's
4 counsel to achieve this result include, but are not limited to, the following:

- 5 a. the investigation of the matter, including meeting with Plaintiff, reviewing
6 Defendants' policies, and requesting and reviewing Plaintiff's time and pay records,
7 personnel files, and exploring the corporate structure of Defendant;
- 8 b. filing the Action;
- 9 c. attending status conferences and meeting and conferring with Defendant regarding
10 the case;
- 11 d. meeting and conferring with Defendant regarding mediation, exchange of informal
12 discovery beforehand, and negotiating with opposing counsel regarding the
13 parameters thereof;
- 14 e. selecting a mediator and mediation date;
- 15 f. working with opposing counsel and expert consultants for the receipt of a
16 representative sampling and analyzing the same with the aid of expert consultants
17 and Plaintiff to perform analyses of liability and exposure prior to attendance of the
18 mediation in this matter;
- 19 g. reviewing policy documents from Defendant and researching applicable defenses;
- 20 h. preparation of a mediation brief and damages model for use at mediation;
- 21 i. attendance at mediation by all Parties and Counsel;
- 22 j. communicating with Plaintiff who requested updates or other information regarding
23 this matter;
- 24 k. negotiating, finalizing and fully executing the initial settlement agreement;
- 25 l. preparing and filing the Motion for Preliminary Approval and supporting
26 documents;
- 27 m. negotiating, finalizing and fully executing the amendments to the initial settlement
28 agreement pursuant to the Court's request, which are ultimately encompassed within

1 the Settlement Agreement;

2 n. preparing the supplemental memorandum in support of the Motion for Preliminary
3 Approval and supporting documents;

4 o. attending the hearings on Motion for Preliminary Approval;

5 p. communicating with class members who sought additional information regarding
6 the settlement, including answering questions regarding the settlement and
7 obtaining updated addresses from class members for purposes of receiving the class
8 notices and administering the settlement checks; and

9 q. preparing the instant Motion for Final Approval and supporting documents.

10 21. There are additional hours devoted by me (and by my colleagues) to this litigation
11 that are not reflected in Class Counsel's request for attorney's fees.

12 22. We can provide additional billing records in the event the Court requests them, but
13 would request the opportunity to redact attorney-client privileged information and any other
14 privileged information.

15 23. I am informed and believe that the fee and costs provision is reasonable. The fee
16 percentage requested is less than that charged by my office for most employment cases. My office
17 invested significant time and resources into the case, with payment deferred to the end of the case,
18 and then, of course, contingent on the outcome.

19 24. It is further estimated that my office will need to expend at least another 10 to 20
20 hours to monitor the process leading up to payments made to the class. My office also bears the
21 risk of taking whatever actions are necessary if Defendants fail to pay.

22 25. The risk to my office has been very significant, particularly if we would not be
23 successful in pursuing this class action. In that case, we would have been left with no compensation
24 for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases
25 that have resulted in thousands of attorney hours being expended and ultimately having
26 certification denied or the defendant company going bankrupt. The contingent risk in these types
27 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
28 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

1 26. Because most individuals cannot afford to pay for representation in litigation on an
2 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
3 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
4 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
5 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
6 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
7 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
8 that we recover more than our regular hourly rate when we win if we are to remain in practice so
9 as to be able to continue representing other individuals in civil rights employment disputes.

10 27. As of the drafting of this motion, my office has incurred around \$16,555.11 in
11 expenses litigating this action, and we anticipate accruing additional costs up to Final Approval of
12 the Settlement. These expenses were reasonably necessary to the litigation and were actually
13 incurred by my office. We also anticipate additional costs in the amount of \$300.00, which
14 includes the costs for filing Plaintiff's Motion for Final Approval and appearing at the hearing.
15 Accordingly, my office respectfully requests reimbursements of \$16,855.11 in expenses, which
16 should be reimbursed in full. Attached as **Exhibit 3** is a list of the costs and the categories of costs
17 for the costs incurred in this case to date.

18 MY EXPERIENCE AND QUALIFICATIONS

19 28. Wilshire Law Firm was selected by Best Lawyers and U.S. News & World Report
20 as one of the nation's Best Law Firms in 2022 and is comprised of over 66 attorneys and over 300
21 employees. Wilshire Law Firm is actively and continuously practicing in employment litigation,
22 representing employees in both individual and class actions in both state and federal courts
23 throughout California.

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

28 30. I graduated from the University of California, Los Angeles's College Honors

1 Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi*
2 *Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at
3 Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in
4 2008.

5 31. My practice is focused on advocating for the rights of consumers and employees in
6 class action litigation and appellate litigation. I am currently the primary attorney in charge of
7 litigating several class action cases in state and federal courts across the United States.

8 32. I have received numerous awards for my legal work. From 2017 to 2020, Super
9 Lawyers selected me as a “Southern California Rising Star,” and in 2022 I was selected as a
10 “Southern California Super Lawyer.” I was selected as one of the “Best Lawyers in America” in
11 2023. In 2016 and 2017, the National Trial Lawyers selected me as a “Top 40 Under 40” attorney.
12 I am also rated 10.0 (“Superb”) by Avvo.com.

13 33. I am on the California Employment Lawyers Association (CELA)’s Wage and Hour
14 Committee and Mentor Committee, and I was selected to speak at CELA’s 2019 Advanced Wage
15 & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively
16 mentored young attorneys through CELA’s mentorship program.

17 34. I am also an active member of the Consumer Attorneys of California (CAOC). In
18 2020, I was selected for a position on CAOC’s Board of Directors. I am also a past member of
19 CAOC’s Diversity Committee, and I help assist the CAOC in defeating bills that harm employees.
20 Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC, in defeating
21 AB 443, which proposed legislation that sought to limit the enforceability of California Labor Code
22 § 226.

23 35. As the attorney responsible for day-to-day management of this matter at the
24 Wilshire Law Firm, I have over thirteen years of experience with litigating wage and hour class
25 actions. Over the last thirteen years, I have managed and assisted with the litigation and settlement
26 of several wage and hour class actions. In those class actions, I performed similar tasks as those
27 performed in the course of prosecuting this action. My litigation experience includes:

28 a. I served as lead or co-lead in negotiating class action settlements worth over \$10

1 million in gross recovery to lass members for each year since 2020, including over
2 \$30 million in 2022.

- 3 b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical*
4 *Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a
5 data breach class action holding that consumer plaintiffs adequately alleged injury
6 in fact under the benefit of the bargain theory and monitoring-costs theory.
- 7 c. In 2022, *Top Verdict* recognized Wilshire Law Firm and myself for having one case
8 in the Top 20 Labor & Employment Settlements (including number 15 for the \$1.6
9 million settlement in *Moreno v. Pretium Packaging, L.L.C*) and three additional
10 cases in the Top 50 Labor & Employment Settlements (numbers 25, 28, and 31).
- 11 d. To my knowledge, I am the only attorney to appear on each of the following *Top*
12 *Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
13 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 14 e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
15 winning class certification on behalf of hundreds of thousands of consumers for
16 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
17 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 18 f. As lead counsel, I prevailed against Bank of America by: winning class certification
19 on behalf of thousands of employees for California Labor Code violations; defeating
20 appellate review of the court's order certifying the class; defeating summary
21 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*
22 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019
23 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,
24 2018).). The decision certifying the class in *Frausto* is also discussed in *Class*
25 *Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call*
26 *Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed.
27 3d Art. 8.
- 28 g. I was the primary author of the class certification and expert briefs in *ABM*

1 *Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action
2 for over 40,000 class members for off-the-clock, meal period, split shift, and
3 reimbursement claims. *ABM Industries Overtime Cases* is the first published
4 California appellate authority to hold that an employer’s “auto-deduct policy for
5 meal breaks in light of the recordkeeping requirements for California employers is
6 also an issue amenable to classwide resolution.” (*Id.* at p. 310.)¹ Notably, the Court
7 of Appeal also held that expert analysis of timekeeping records can also support the
8 predominance requirement for class certification. (*Id.* at p. 310-311.) In 2021, the
9 case settled for \$140 million, making it one of the largest ever wage and hour class
10 action settlements for hourly-paid employees in California.

11 h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d
12 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims
13 under California’s Private Attorney Generals Act (“PAGA”) cannot be used to
14 calculate the amount in controversy under the Class Action Fairness Act (“CAFA”).
15 This case is cited in several leading treatises such as *Wright & Miller’s Federal*
16 *Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S.
17 Supreme Court denied review of a case that primarily concerned *Yocupicio*. That
18 effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus
19 support from a brief authored by Andrew J. Pincus.² Considering that leading
20 Supreme Court practitioners from the class action defense bar were very motivated
21 in undermining *Yocupicio* case, but failed, this demonstrates the national importance
22 of the *Yocupicio* decision.

23 i. On December 13, 2018, the United States District Court granted final approval of
24 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services*,

25
26 ¹ As a California district court observed before the *ABM Industries Overtime* decision,
27 “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE*
Connectivity Networks, Inc. (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL
1758048, *7.)

28 ² <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>

1 *LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in
2 which I served as lead counsel. In doing so, the Court found: “Class Counsel’s
3 declarations show that the attorneys are experienced and successful litigators.” (*Id.*
4 at p. *10.)

5 j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a
6 reported decision permitting class-wide discovery even though the employer has a
7 lawful policy because “[t]he fact that a company has a policy of not violating the
8 law does not mean that the employees follow it, which is the issue here.” The court
9 also ordered defendant to pay for the cost of *Belaire-West* notice.

10 k. In 2013, I represented a whistleblower that reported that his former employer was
11 defrauding the State of California with the help of bribes to public employees. The
12 case, a false claims (*qui tam*) action, resulted in the arrest and criminal prosecution
13 of State of California employees by the California Attorney General’s Office.

14 l. In 2013, I was part of a team of attorneys that obtained conditional certification for
15 over 2,000,000 class members in a federal labor law case for misclassification of
16 independent contractors that did crowdsourced work on the Internet, *Otey v.*
17 *CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the
18 following pro-plaintiff reported decisions:

19 1) 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding
20 that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims, and
21 granting plaintiff’s motion to strike defendant’s affirmative defenses
22 based on *Twombly/Iqbal*).

23 2) 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order
24 granting conditional collective certification).

25 3) 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the
26 magistrate judge’s discovery ruling which held that “evidence of
27 other sources of income is irrelevant to the question of whether a
28 plaintiff is an employee within the meaning of the FLSA”).

1 4) 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting
2 broad discovery because “an FLSA plaintiff is entitled to discovery
3 from locations where he never worked if he can provide some
4 evidence to indicate company-wide violations”).

5 m. From 2012 to 2013, I was part of a team of attorneys that obtained class certification
6 for over 60,000 class members for off-the-clock claims, *Linares v. Securitas*
7 *Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also
8 successfully opposed subsequent appeals to the California Court of Appeal and
9 California Supreme Court.

10 36. My current contingent billing rate of \$850.00 per hour is consistent with my practice
11 area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received,
12 legal market and accepted hourly rates:

13 a. In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town
14 Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were
15 reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of
16 wage-and-hour class actions that I opposed when litigating wage-and-hour class
17 actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd
18 Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435,
19 8th Year - \$455. I am a 14th year attorney and Senior Partner, with most of my
20 experience in class action litigation as a primary practice area. Having successfully
21 briefed and argued a published appeal in the Ninth Circuit Court of Appeals
22 involving CAFA and PAGA, having experience certifying large class actions
23 (including *ABM Industries Overtime Cases*, which was decided on appeal), and
24 having received numerous awards for my legal work, my hourly rate should be
25 adjusted upward.

26 b. On May 6, 2022 the Hon. Jay A. Garcia-Gregory of the United States District Court
27 in Puerto Rico approved my \$850 hourly rate when he granted final approval of the
28 class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt.

57 (U.S. Dist. Ct. P.R. May 6, 2022).

- c. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved my \$800 hourly rate when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-01066522-CU-OE-CXC.
- d. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District Court granted final approval of the \$1,600,000 class action settlement in *Carlos Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the Court approved my then \$750 hourly rate after finding it was “reasonable, given the qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)
- e. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior Court approved my \$750 hourly rate when he granted final approval of the class action settlement in *Faye Zhang v. Richemont North America, Inc.*, Case No. 19STCV32396.

37. Benjamin H. Haber is a sixth-year Associate Attorney at Wilshire Law Firm. His current hourly rate is \$650. He graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, and received his Juris Doctor from the University of California, Hastings College of the Law in 2016. During law school, he was a member of the executive board for the *Hastings Law Journal* and student mediator at the San Francisco Superior Court, Small Claims Division. Since graduating from law school, he has focused his legal work primarily on wage-and-hour litigation and has helped obtain dozens of settlements on behalf of tens of thousands of workers in California.

38. Arrash T. Fattahi is a third-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California and the Central and Southern Districts of California in January 2021. Arrash graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, *summa cum laude*. He received his Juris Doctor from The George Washington University Law School. During law school, he was a member of the student

1 editorial board for the *Federal Circuit Bar Journal*. Since January 2021, his practice has mainly
2 been focused on wage and hour class action litigation. His current contingent billing rate for this
3 case is \$450 per hour.

4 39. Min Jee Kim is a Senior Paralegal at Wilshire Law Firm with eleven years of
5 experience working at law firms, including over five years of experience working on class action
6 cases. She is a graduate of the University of California, San Diego with a Bachelor's of Arts degree
7 in Economics.

8 40. Ashley Narinyans is a paralegal at Wilshire Law Firm with six years of experience
9 working at law firms, including over three years of experience working on class action cases. She
10 is a graduate of the California State University, Northridge with a Bachelor's of Science degree in
11 Business Administration & Business Law, *Magna Cum Laude* and member of the Golden Key
12 International Honors Society.

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

15 Executed on April 4, 2023, at Los Angeles, California.

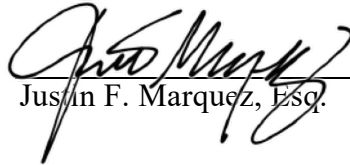
16
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18 Justin F. Marquez, Esq.
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Exhibit 1

Justin F. Marquez (SBN 262417)
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Benjamin H. Haber (SBN 315664)
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Arrash T. Fattahi (SBN 333676)
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Attorneys for Defendants

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CARMELA REYES, individually, and on
behalf of all others similarly situated

Plaintiff,

v.

EVERYTABLE, PBC; a Delaware
corporation; HARVEST FRESH FOODS,
PBC, an unknown entity, and DOES 1
through 10, inclusive,

Defendants.

Case No.: 21STCV35987

CLASS ACTION

[Assigned for all purposes to: Hon. David S.
Cunningham III]

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

Action Filed: September 30, 2021
Trial Date: None Set

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff CARMELA
2 REYES (“Plaintiff”), on behalf of herself and all others similarly situated to her and as defined below,
3 and EVERYTABLE, PBC and HARVEST FRESH FOODS, PBC. (collectively referred to as
4 “Defendants”), as set forth below:

5 **I. The Conditional Nature of This Stipulation**

6 Defendants and Class Representative enter into this Joint Stipulation of Class Action and
7 PAGA Settlement and Release (“Stipulation,” “Settlement,” or “Settlement Agreement”), including
8 all associated exhibits or attachments, in compromise of disputed claims for the sole purpose of
9 resolving the matter entitled *Reyes v. Everytable, PBC, et al.*, Los Angeles County Superior Court,
10 Case No. 21STCV35987 (“Action” or “Litigation”). The Settlement is subject to approval by the
11 Court. In the event that the Court does not execute and file the Final Approval Order and Judgment,
12 or in the event that the associated Judgment does not become final for any reason, this Stipulation
13 will be deemed null and void, it will be of no force or effect whatsoever, it will not be referred to or
14 used for any purpose whatsoever, and the negotiation, terms and entry of it shall remain subject to
15 the provisions of California Evidence Code §§ 1119 and 1152.

16 Defendants deny all of the claims and allegations asserted in the Litigation (as defined herein).
17 Defendants have agreed to resolve this Litigation via this Stipulation, but to the extent this Stipulation
18 is deemed void or does not take effect, Defendants do not waive, but rather expressly reserve, all
19 rights to challenge all such claims and allegations in the Litigation upon all procedural and factual
20 grounds, including without limitation the ability to challenge suitability for class treatment or
21 representative adjudication on any grounds or to assert any and all defenses or privileges. The Class
22 Representative and her counsel agree that Defendants retain and reserve these rights. In particular,
23 the Class Representative and her counsel waive and agree not to argue or to present any argument
24 that Defendants would be estopped from contesting class certification because they have entered into
25 this Stipulation.

26 **II. The Parties to this Stipulation**

27 This Stipulation (with the associated exhibits) is made and entered into by and among Plaintiff
28

(on behalf of herself and each of the members of the Class) and Defendants (Plaintiff and Defendants shall be referred to collectively as “Parties”). This Stipulation is intended by the Parties to result in a Judgment and to fully, finally, and forever resolve, discharge and settle the Released Claims (defined below) upon and subject to the terms and conditions thereof.

III. Procedural Posture

On September 30, 2021, Plaintiff filed a class action complaint against Defendants Everytable, PBC and Harvest Fresh Food, PBC, pleading causes of action for 1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); 2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); 3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); 4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); 5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); 6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); 7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and 8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

As part of the motion for preliminary approval, Plaintiff will request the Court deem filed an amended complaint adding in an additional cause of action for representative claims under PAGA.

On March 23, 2022, the Parties participated in mediation before esteemed mediator Lisa Klerman, which concluded in a resolution through a mediator’s proposal accepted by both Parties.

IV. Defendants’ Denial of Wrongdoing or Liability

Defendants deny all of the claims and contentions alleged by the Plaintiff in the Litigation, and has asserted multiple defenses to liability, class certification, and damages. Defendants do not, by this Settlement Agreement or otherwise, admit any liability of wrongdoing of any kind. Nonetheless, Defendants have taken into account the uncertainty and risks inherent in any litigation, particularly class action litigation, and concluded that to continue the Litigation would be protracted and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

The Parties understand and acknowledge that this Settlement Agreement constitutes a

1 compromise and settlement of disputed claims. No action taken by the Parties whether previously or
2 in connection with the negotiations or proceedings connected with the Settlement or this Agreement
3 shall be deemed or construed to be an admission of the truth or falsity of any allegations, claims, or
4 defenses heretofore made, or an acknowledgment or admission by any party of any fact, fault,
5 liability, or wrongdoing of any kind whatsoever.

6 Neither the Settlement, nor any act performed or document executed pursuant to or in
7 furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or
8 evidence of, the validity of any claim made by the Plaintiff or Class Members, or of any wrongdoing
9 or liability of the Released Parties (as defined below); or (b) is or may be deemed to be, or may be
10 used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the
11 Litigation or in any proceeding in any court, administrative agency or other tribunal; or construed as
12 an admission by Plaintiff regarding the validity of any allegation or claim asserted in this Action or
13 that Plaintiff has waived any allegation or claim asserted in the Action.

14 In addition to any other defenses Defendants may have at law, in equity, or otherwise, to the
15 extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense
16 to, and may be used as the basis for an injunction against, any action, suit or other proceeding that
17 may be instituted, prosecuted or attempted in breach of this Settlement Agreement or the releases
18 contained herein.

19 In light of the above, Defendants have determined that it is desirable and beneficial to it that
20 the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

21 **V. Claims of the Class Representative and Benefits of Settlement**

22 The Class Representative believes that the claims asserted in the Litigation have merit. The
23 Class Representative and Class Counsel recognize and acknowledge, however, the expense and time
24 associated with continued litigation against Defendants through class certification, trial, and/or
25 appeals. The Class Representative and Class Counsel have also taken into account the uncertain
26 outcome and risks of any litigation, and in particular putative class actions such as this Litigation, as
27 well as the difficulties and delays inherent in such litigation. The Class Representative and Class
28

Counsel are also mindful of the inherent problems of proof in establishing and overcoming potential defenses to the claims asserted in the Litigation. In light of these considerations, the Class Representative and Class Counsel believe that the Settlement set forth in the Stipulation confers substantial benefits and is in the best interests of the Class.

VI. Terms of Stipulation and Agreement of Settlement

1. Definitions

As used in all parts of this Stipulation (including the exhibits which are incorporated as part of the Stipulation), the following terms have the meanings specified below:

1.1 “Settlement Class” or “Class Members” means any and all persons who worked for Defendants in California as an hourly paid or non-exempt employee during the time period of April 5, 2017 through May 22, 2022.

1.2 “Class Counsel” means Justin Marquez, Benjamin Haber, and Arrash Fattahi of the Wilshire Law Firm, PLC, 3055 Wilshire Blvd., 12th Floor, Los Angeles, CA 90010.

1.3 “Class Period” means the time period from April 5, 2017 through May 22, 2022.

1.4 “Class Workweeks” means the following: the number of Workweeks Participating Class Members worked for Defendants during the Class Period.

1.5 “Court” means the Superior Court of the State of California, for the County of Los Angeles.

1.6 “Effective Date” means: (a) in the event that the Settlement has received final approval by the Court and there were no timely objections filed, or that any timely objections have been withdrawn, then the date the Court’s order of final approval of the Settlement; (b) in the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the trial court’s order of final approval of the Settlement, without a timely appeal having been filed; or (c) in the event that a timely appeal of the Court’s order of final approval has been filed, then the Settlement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the trial court’s final approval without material modification, and the applicable date for seeking further appellate review

1 has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

2 1.7 “Employer Taxes” means Defendants’ share of payroll taxes (e.g. UI, ETT, Social
3 Security, and Medicare taxes) with respect to the wages portion of Individual Settlement Amounts,
4 which will be paid by Defendants separately and in addition to the Maximum Settlement Amount.

5 1.8 “Skip Tracing” means the utilization of Accurint or Experian, after the Reasonable
6 Address Verification, to review the accuracy of and, if possible, to update a mailing address for a
7 Class Member in the event that his or her Class Notice is returned to the Settlement Administrator as
8 undeliverable without a forwarding address.

9 1.9 “Maximum Settlement Amount” is the amount of Seven Hundred Forty-Two
10 Thousand Dollars and Zero Cents (\$742,000.00), which is the maximum amount to be paid by
11 Defendants pursuant to the Settlement Agreement, which will include: Attorneys’ Fees and Costs,
12 Settlement Administration Costs, Service Payment, PAGA Penalties, and the Net Settlement Amount.

13 1.10 “Individual Class Settlement Amount” means an individual Participating Class
14 Member’s share of the Net Settlement Amount, which will be allocated as 25% wages and 75%
15 interest and penalties.

16 1.11 “Individual Class Settlement Payment” means the net payment of a Participating Class
17 Member’s Individual Settlement Amount, after reduction for the applicable taxes.

18 1.12 “Individual Class Workweeks” means the following: the number of workweeks that
19 the Class Member worked for Defendants during the Class Period.

20 1.13 “Individual PAGA Settlement Payment” means the net payment of a PAGA
21 Employee’s share of the \$2,500 (25% of the \$10,000 to be paid in settlement of the PAGA claims in
22 the Litigation), which will be allocated as 100% penalties.

23 1.14 “Individual PAGA Workweeks” means the following: the number of Workweeks
24 PAGA Employees worked for Defendants during the PAGA Period.

25 1.15 “Last Known Address” means the most recently recorded mailing address for a Class
26 Member, as such information is contained in employment, payroll, or personnel records maintained
27 by Defendants.

1.16 “Net Settlement Amount” means the Maximum Settlement Amount, less the amount that will be available for payment to all Participating Class Members (subject to the occurrence of the Effective Date), and is calculated by subtracting all of the following from the Maximum Settlement Amount: (1) attorneys’ fees in the amount of up to \$247,333.33 and reimbursement of litigation costs and expenses in the amount of up to \$20,000.00 to Class Counsel (“Attorneys’ Fees and Costs”); (2) service award to Plaintiff of \$10,000; (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed \$10,000 (“Settlement Administration Costs”); and (4) the \$10,000 in PAGA Penalties. The Net Settlement Amount is currently estimated to be approximately \$439,666.67, and this figure may change depending on the actual amounts awarded by the Court for the Settlement Administration Costs, Attorneys’ Fees and Costs, and Service Payment, and approved by the Court for PAGA Penalties.

1.17 “Notice of Class Action Settlement” or “Class Notice(s)” means a notice titled “Notice of Class Action Settlement” to be approved by the Court, substantially in the form attached hereto as **Exhibit 1**. The Notice of Class Action Settlement will constitute the class notice pursuant to California Rule of Court, Rule 3.769(f).

1.18 “Opt Out” means a Class Member’s act of excluding him or herself from the Settlement, by way of submitting a timely and valid Request for Exclusion to the Settlement Administrator, in conformity with the requirements set forth herein and in the Class Notice. PAGA Employees will release their Released PAGA Claims and receive an Individual PAGA Settlement Payment regardless of whether they request exclusion from the Settlement.

1.19 “Final Approval Order and Judgment” means the judgment and order to be entered by the Court, substantially in the form that the Parties mutually agree to and lodge with the Court, which will be a judgment for purposes of California Rule of Court, Rule 3.771(a) (“Judgment”) and constitute approval pursuant to California Rule of Court, Rule 3.769(a). The Final Approval Order and Judgment will be posted on the Settlement Administrator’s website for a period of sixty (60) calendar days in compliance with California Rule of Court, Rule 3.771(b).

1.20 “PAGA Employees” means all Class Members who worked for Defendants at any

1 time from April 5, 2020 through May 22, 2022.

2 1.21 "PAGA Penalties" means the penalties pursuant to California Labor Code §§ 2698, *et*
3 *seq.*, the Private Attorneys General Act of 2004 ("PAGA") in the amount of \$10,000 to be paid in
4 settlement of the PAGA claims in the Litigation. PAGA Penalties are to be approved by the Court
5 pursuant to California Labor Code § 2699 and are to be distributed as follows: seventy-five percent
6 (75%) to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) that will be distributed
7 to PAGA Employees.

8 1.22 "PAGA Period" means the time period from April 5, 2020 through May 22, 2022.

9 1.23 "PAGA Workweeks" means the following: the number of Workweeks PAGA
10 Employees worked for Defendants during the PAGA Period.

11 1.24 "Participating Class Members" or "Settlement Class" means all Class Members who
12 do not Opt Out pursuant to Paragraph 3.3.4 and, thus, become bound by the Judgment.

13 1.25 "Person" means a natural person, corporation, company, partnership, firm,
14 association, or society.

15 1.26 "Preliminary Approval Date" means the date on which the Court grants preliminary
16 approval of the Settlement.

17 1.27 "Preliminary Approval Order" means an order to be executed and filed by the Court,
18 substantially in the form that the Parties mutually agree to and lodge with the Court, which will
19 constitute an order certifying a provisional class for settlement purposes only pursuant to California
20 Rule of Court, Rule 3.769(d) and an order setting a Final Approval Hearing pursuant to California
21 Rule of Court, Rule 3.769(e).

22 1.28 "Reasonable Address Verification" means the utilization of the National Change of
23 Address Database maintained by the United States Postal Service to review the accuracy of and, if
24 possible, update a mailing address.

25 1.29 "Released Class Claims" means all claims, demands, rights, liabilities and causes of
26 action against the Released Parties (as defined below), and any of them, for relief and penalties, that
27 accrued during the Class Period, and as a result of Class Members' employment by Defendants in

California, that arise under any state or local law or state administrative order that was pled based on the facts alleged in the Operative Complaint, including claims of failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, failure to indemnify employees for expenditures, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders, including, without limitation, all related claims for restitution and other equitable relief arising from California Business and Professions Code §§ 17200, *et seq.*, interest on unpaid wages, unpaid wages, attorneys' fees or litigation costs, and any other related claims and/or penalties. The release does not extend to any claims not alleged in the Operative Class Action Complaint and specifically excludes claims for workers' compensation, personal injuries, unemployment insurance, state disability compensation, claims under the Employment Retirement Income Security Act of 1974, previously vested benefits under any employer sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment including, but not limited to, those arising under the Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment. This release does not include any of the claims encompassed within the Released PAGA Claims (as defined below).

1.30 "Released PAGA Claims" means all claims, demands, rights, liabilities and causes of action against the Released Parties (as defined below), and any of them, for civil penalties pursuant to PAGA, that accrued during the PAGA Period, and as a result of PAGA Employees' employment by Defendants in California, that arise under any state or local law or state administrative order that

1 was pled based on the facts alleged in the Operative Complaint and the Plaintiff's notice to the
2 LWDA, including claims of failure to pay for all hours worked (including minimum, straight time,
3 and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
4 failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements,
5 and failure to indemnify employees for expenditures.

6 1.31 "Released Parties" means Defendants Everytable, PBC and Harvest Fresh Foods, PBC
7 and each of their parent companies, subsidiaries, affiliates, current and former management
8 companies, shareholders, members, agents (including any investment bankers, accountants, insurers,
9 reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors,
10 successors, and assigns.

11 1.32 "Response Deadline" means the date that is sixty (60) calendar days after the date on
12 which the Settlement Administrator initially mails the Class Notice to the Class Members, which will
13 be the deadline for a Class Member to Opt Out, dispute the number of Workweeks credited to him or
14 her, and/or object to the Settlement, and which will be indicated on the Class Notice that is mailed to
15 the Class Members.

16 1.33 "Request for Exclusion" means a written request to be excluded from the Settlement,
17 which must be made in writing submitted to the Settlement Administrator by mail, postmarked on or
18 before the Response Deadline, and which must contain the case name (*Reyes v. Everytable, PBC, et*
19 *al.*, Los Angeles County Superior Court, Case No. 21STCV35987), as well as the Class Member's
20 full name, address, telephone number, last four (4) digits of his or her Social Security number, and
21 signature, and a clear statement indicating that he or she seeks to exclude him or herself from the
22 Settlement.

23 1.34 "Settlement Administrator" means the third-party settlement administration firm,
24 Simpluris.

25 1.35 "Final Approval Hearing" means a hearing set by the Court for the purpose of
26 determining the fairness, adequacy and reasonableness of the Settlement pursuant to class action
27 procedures and requirements and entering Judgment, and required under California Rule of Court,
28

1 Rule 3.769(a).

2 1.36 “Unknown Claims” means any Released Claims which the Class Representative does
3 not know or suspect to exist in her favor at the time of the entry of the Judgment, and which if known
4 might have affected the settlement with and release of Defendants.

5 1.37 “Updated Address” means a mailing address that was updated via a Reasonable
6 Address Verification, via an updated mailing address provided by the United States Postal Service or
7 a Class Member, via Skip Tracing, or via a Locator Service.

8 1.38 “Workweeks” means the numbers of workweeks worked by the Class Members for
9 Defendants during the Class Period.

10 **2. Settlement Amount, Timing of Payments, Tax Reporting Obligations, and**
11 **Other Obligations of Defendants and the Settlement Administrator**

12 2.1 Defendants will fund the total Maximum Settlement Amount, along with the Employer
13 Taxes (which will be paid by Defendants separately and in addition to the Maximum Settlement
14 Amount). The Maximum Settlement Amount will be paid as follows: Defendants shall deposit the
15 required maximum payout of \$742,000 with the Settlement Administrator in one installment no later
16 than forty-five (45) days after the Effective Date. If the Court’s approval of this settlement is
17 overturned on appeal, all settlement funds deposited by Defendants with the Settlement Administrator
18 to date shall be refunded to Defendants within fourteen (14) days of the Court’s order declining to
19 approve the settlement, and Defendants shall be excused from making any further settlement payment
20 installments.

21 2.2 The Settlement Administrator will administer the Settlement and perform any function
22 related to settlement administration at the agreed-upon instruction of both Class Counsel and
23 Defendants, including, and not limited to, establishing and maintaining a settlement website and toll-
24 free telephone line for Class Members to call with inquiries regarding the Settlement, distributing the
25 Class Notice, performing skip traces with respect to Class Notices that are returned as undeliverable
26 and without a forwarding address on or before the Response Deadline, receiving and processing
27 Requests for Exclusion and objections to the Settlement, adjudicating Class Members’ disputes

1 regarding Workweeks, providing Class Counsel and counsel for Defendants with weekly updates on
2 the status of the settlement administration process (including the names and percentages of Class
3 Members who Opt Out or object), calculating and handling inquiries regarding the calculation of the
4 Individual Settlement Amounts, preparing a declaration to submit to the Court that details the
5 settlement notice administration process and identifies each Class Member who Opts Out, and
6 distributing the Maximum Settlement Amount. The actions of the Settlement Administrator will be
7 governed by the terms of this Stipulation. The Parties, through their counsel, may provide written
8 information needed by the Settlement Administrator pursuant to the Stipulation.

9 2.3 The Parties agree to cooperate in good faith and to coordinate with each other and the
10 Settlement Administrator to carry out the terms of the Settlement, including, without limitation, by
11 providing reasonably available information regarding Class Members.

12 2.4 Defendants, through the Settlement Administrator, will distribute payments as
13 follows:

14 (a) Class Representative Enhancement Payment: Subject to Court approval, the
15 Plaintiff shall receive a service award of \$10,000. Defendants agree not to oppose the amount of the
16 Plaintiff's service award. Since it is the intent of the Parties that the service award to the Plaintiff is
17 for her service to the Class Members, and not wages, the Settlement Administrator will not withhold
18 any taxes from the service award. The Settlement Administrator will report the service award on a
19 Form 1099, which it will provide to the Plaintiff and to the pertinent taxing authorities.

20 (b) Attorneys' Fees and Litigation Costs: Class Counsel shall submit their Application
21 for Award of Attorneys' Fees and Costs to the Court before the Final Approval Hearing. Class
22 Counsel will seek attorneys' fees and costs in the amount of \$247,333.33, and actual costs up to
23 \$20,000, subject to court approval. Class Counsel shall serve Defendants with copies of all
24 documents in support of their Application for Award of Attorneys' Fees and Costs. Defendants agree
25 not to oppose the Application for Award of Attorneys' Fees and Costs. The Settlement Administrator
26 will report the attorneys' fees and costs award on a Form 1099, which it will provide to Class Counsel
27 and to the pertinent taxing authorities.

(c) Claims Administration Costs: Subject to Court approval, the Settlement Administrator shall be paid an amount which is expected to not exceed \$10,000.00 for all fees and costs relating to the administration of this settlement, all tax document preparation, custodial fees and accounting fees, all costs and fees associated with preparing, issuing, and mailing any and all Class Notices, all costs and fees associated with computing, reviewing, and paying distributions from the Maximum Settlement Amount, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering disbursements from the Maximum Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation.

2.5 No later than sixty (60) calendar days after the Effective Date and fifteen (15) calendar days after the payment of funds to the Settlement Administrator, Defendants, through the Settlement Administrator, and according to the terms, conditions and procedures set forth in Paragraph 2.6 of this Stipulation, shall pay to each Participating Class Member and PAGA Employee their Individual Class Settlement Amount and Individual PAGA Settlement Payment, respectively. Each of the payments to Participating Class Members will be inclusive of interest and penalties, including wage statement penalties, and will be allocated as follows: 25% to satisfaction of claims for unpaid wages; 75% to the satisfaction of claims for interest and penalties. All settlement payments for wages shall be subject to required withholdings and deductions as W-2 wage payments. With regard to payments in settlement of claims for penalties and interest, these payments shall be issued through a 1099 form and not subject to withholdings or deductions. The payments to PAGA Employees are allocated as 100% penalties and shall also be issued through a 1099 form and not subject to withholdings or deductions.

2.6 The Settlement Administrator shall compute the Individual Class Settlement Amount and Individual PAGA Settlement Payment for the Participating Class Members as follows:

(a) The payment of the Individual PAGA Settlement Payments will be calculated

1 as follows: \$2,500 will be allocated to PAGA Employees as follows: each PAGA Employees' portion
2 will be determined by dividing each PAGA Employees Individual PAGA Workweeks, by the total
3 amount of PAGA Workweeks, and then multiplying the result by \$2,500.

4 (b) The payment of the Individual Class Settlement Payments will be calculated
5 as follows: For each Participating Class Member, the Participating Class Members Individual Class
6 Workweeks will be divided by the total number of Participating Class Member Workweeks. The
7 resulting number will then be multiplied by the Net Settlement Amount.

8 (c) The Parties agree that the above-described formulas and distribution methods
9 are reasonable and fair in light of the Parties' investigation of the claims of the Class, and the relative
10 degree of uncertainty, risk of outcome of further litigation, and difficulties and delays inherent in such
11 litigation of these claims.

12 2.7 Defendants, through the Settlement Administrator, will report each payment made
13 on the Maximum Settlement Amount to government authorities including the Internal Revenue
14 Service as required by law, and it shall make all required deductions and/or withholdings.
15 Defendants, through the Settlement Administrator, shall report payments for penalties and interest
16 to the Internal Revenue Service (and other relevant governmental agencies) as non-wage income in
17 the year of payment on a Form 1099, or similar form issued to the Participating Class Members and
18 PAGA Employees in question.

19 2.8 To the extent that there are excess funds from uncashed checks for Class Members
20 and PAGA Employees who cannot be located, the Parties agree that such funds shall be submitted to
21 Legal Aid at Work, 180 days after the checks have been mailed to the Class Members and PAGA
22 Employees.

23 **3. Procedure for Approval and Implementation of Settlement**

24 **3.1 Preliminary Approval**

25 3.1.1 The Class Representative, through her counsel of record, will file an
26 unopposed motion for preliminary approval of Settlement, seeking an order approving the Settlement
27 pursuant to the California Rule of Court, Rule 3.769(e), and this Stipulation will be filed with the
28

1 Court contemporaneously and/or as part of the motion. By way of the motion, the Class
2 Representative will request that the Court enter a Preliminary Approval Order, approving the
3 distribution of the Class Notice and scheduling the Final Approval Hearing (pursuant to California
4 Rule of Court, Rule 3.769(e)) for the purposes of determining whether to grant final approval of the
5 Settlement and enter Judgment in conformity with California Rule of Court, Rule 3.769(h).

6 3.1.2 The Settlement will be void if the Court categorically refuses to enter the
7 Preliminary Approval Order in its entirety or in a substantially similar form; however, the Parties are
8 to take all reasonable steps to cure any non-material issues so as to avoid the Settlement being void.

10 **3.2 Notice to Class Members**

11 3.2.1 No later than thirty (30) calendar days after the Preliminary Approval Date,
12 the Settlement Administrator will mail the Court-approved Class Notice to all Class Members. The
13 Class Notice will be mailed via first class mail through the United States Postal Service. The envelope
14 containing the Class Notice will bear the following phrase in bold type, ¼ inch below the return
15 address or ¼ inch above the addressee's address: RETURN SERVICE REQUESTED. The envelope
16 will also bear the following phrase in the bottom left-hand corner: IMPORTANT – EVERYTABLE,
17 PBC CLASS ACTION SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY. The
18 Class Notice and its envelope or covering will be marked to denote the return address of the
19 Settlement Administrator as set forth in the Class Notice.

20 3.2.2 Defendants will prepare a list, in an electronically usable format for the
21 Settlement Administrator, containing for each Class Member, to the extent Defendants has such
22 information, the following: the full name, Last Known Address, social security number, dates of
23 employment, and weeks of work as a non-exempt or hourly-paid employee of Defendants during the
24 Class Period ("Class List"). By granting preliminary approval of the Settlement, the Court will be
25 deemed to have authorized Defendants to provide the Settlement Administrator with the Class List.
26 Defendants will provide the Class List to the Settlement Administrator and Class Counsel within
27 twenty (20) calendar days following the Preliminary Approval Date.

1 3.2.3 For Class Members who were employees of Defendants as of the Preliminary
2 Approval Date, the Settlement Administrator will mail the Class Notice to the Last Known Address
3 provided by Defendants. No Reasonable Address Verification will be conducted for Class Members
4 who were employed by Defendants as of the Preliminary Approval Date.

5 3.2.4 For Class Members who were not employed by Defendants as of the
6 Preliminary Approval Date prior to mailing the Class Notice, the Settlement Administrator will
7 undertake a Reasonable Address Verification to ascertain the accuracy of the Last Known Address of
8 the Class Member. To the extent this process yields an Updated Address, that Updated Address will
9 be treated as the Last Known Address for purposes of this Stipulation and for Class Notice mailing.

10 3.2.5 If a Class Member is known to be deceased, the Class Notice for that deceased
11 Class Member will be mailed to the Last Known Address (or Updated Address, if applicable) of the
12 legal representative of the deceased Class Member's estate, to the extent known; otherwise, it will be
13 mailed to the Last Known Address (or Updated Address, if applicable) of the deceased Class Member.

14 3.2.6 Unless the Settlement Administrator receives a Class Notice returned from the
15 United States Postal Service for reasons discussed below in this paragraph, on or before the Response
16 Deadline, that Class Notice will be deemed to have been mailed and received by the Class Member
17 to whom it was sent five (5) calendar days after the mailing. In the event that subsequent to the first
18 mailing of a Class Notice and on or before the Response Deadline, the Class Notice is returned to the
19 Settlement Administrator by the United States Postal Service without a forwarding address, the
20 Settlement Administrator will undertake a Skip Tracing on the Class Member to attempt to ascertain
21 the current address of the Class Member, and if such an address is ascertained, the Settlement
22 Administrator will undertake a single re-mailing of the Class Notice to any Updated Address that is
23 located for the Class Member, within three (3) business days of receipt of the returned Class Notice,
24 and the Class Notice will be deemed mailed and received at that point. In the event that subsequent
25 to the initial mailing of a Class Notice and on or before the Response Deadline, the Class Notice is
26 returned to the Settlement Administrator by the United States Postal Service with a forwarding
27 address for the Class Member, the forwarding address will be deemed the Updated Address for the

1 Class Member, the Settlement Administrator will undertake a single re-mailing of the Class Notice
2 to the Updated Address within three (3) business days of receipt of the returned Class Notice, and the
3 Class Notice will be deemed mailed and received at that point. The Settlement Administrator will
4 include a cover letter with any re-mailing to inform the Class Member that the Class Notice was re-
5 mailed and that he or she has the later of the Response Deadline or ten (10) calendar days from the
6 date on which the Class Notice was re-mailed (which shall be the date the re-mailing of the Class
7 Notice is postmarked) to Opt Out, object to the Settlement, and/or dispute the number of Workweeks
8 credited to him or her. Compliance with the procedures described in this paragraph will constitute
9 due and sufficient notice to Class Members of this Settlement and of the Final Approval Hearing, and
10 will satisfy the requirements of due process. Nothing else will be required of or done by the Parties,
11 Class Counsel, counsel for Defendants, or the Settlement Administrator to provide notice of the
12 Settlement and the Final Approval Hearing.

13 3.2.7 No later than seven (7) calendar days after the Response Deadline, the
14 Settlement Administrator will provide Class Counsel and counsel for Defendants with a declaration
15 attesting to completion of the notice process, including any attempts to obtain Updated Addresses for,
16 and the re-sending of, any returned Class Notices, to be filed with the Court by Class Counsel.

17 **3.3 Responses to the Notice of Class Action Settlement**

18 3.3.1 Disputing Workweeks: If a Class Member disagrees with the number of
19 Workweeks credited to him or her as set forth in his or her Class Notice, he or she must complete the
20 Class Workweek Dispute Form (“Dispute Form”), attached hereto as “**Exhibit 2**”. The disputing
21 Class Member must follow the directions in the Dispute Form, including preparing a statement setting
22 forth the number of workweeks that such person believes in good faith is correct, and stating that the
23 Class Member authorizes the Settlement Administrator to review the Class Member’s personnel file
24 and management records to determine such information, and attaching any relevant documentation
25 in support thereof. Documentary evidence and paystubs are helpful to substantiate such person’s
26 dispute claim, but are not required. The Dispute Form must be submitted to the Settlement
27 Administrator by mail, postmarked on or before the Response Deadline. The Settlement

1 Administrator will review the Dispute Form and any supporting documentation and make a
2 determination based as to the validity of the Class Member's claim. Upon timely receipt of any such
3 challenge, the Settlement Administrator, in consultation with Class Counsel and counsel for
4 Defendants, will review the pertinent payroll records showing the dates the Class Member was
5 employed and the pertinent leave(s) taken, which records Defendants agree to make available to the
6 Settlement Administrator and Class Counsel. After consulting with Class Counsel and counsel for
7 Defendants, the Settlement Administrator shall compute the number of workweeks to be used in
8 computing the Class Member's pro rata share of the Net Settlement Amount. In the event there is a
9 disparity between the dates a Class Member claims he or she worked during the Class Period and the
10 dates indicated by Defendants' records, Defendants' records will control unless inconsistent with
11 paycheck stub(s) (or bona fide copies thereof) provided by the Class Member, in which case the
12 paycheck stub(s) will control. The Parties shall file with the Court all disputes submitted, and the
13 resolution of those disputes. The Court shall have the right to review any decision made by the
14 Settlement Administrator regarding a claim dispute.

15 3.3.2 Entry of Appearance at Class Members' Own Expense: Pursuant to California
16 Rule of Court, Rule 3.766(d)(5), any Class Member who does not Opt Out may, if the Class Member
17 so desires, enter an appearance through counsel at his or her own expense, and will be advised of this
18 by way of the Class Notice. Class Members who choose to enter such an appearance are responsible
19 for any attorneys' fees or costs incurred as a result thereof.

20 3.3.3 Objections to Settlement: Class Members who do not Opt Out may object to
21 the Settlement by submitting a written objection to the Settlement Administrator, postmarked no later
22 than the Response Deadline. A written objection to the Settlement must be signed by the Class
23 Member and dated, and additionally state the Class Member's name, last four (4) digits of his or her
24 Social Security number, dates of employment as a non-exempt or hourly-paid employee of
25 Defendants in California, the case name and number of the Action (*Reyes v. Everytable, PBC, et al.*,
26 Los Angeles County Superior Court, Case No. 21STCV35987), all legal and factual bases for
27 objection to the Settlement, whether the Class Member intends to appear at the Final Approval

Hearing, and whether the Class Member is represented by legal counsel (and if so, identifying the legal counsel and providing said legal counsel's mailing address). Alternatively, Class Members may choose to voice their objections at the Final Approval Hearing. A Class Member who objects to the Settlement will still be considered a Participating Class Member who is subject to the Settlement.

3.3.4 Opting Out of Settlement: Class Members may elect to Opt Out of the Settlement and, thus, exclude themselves from the Settlement. Class Members who wish to exercise this option must submit a timely and valid Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or Opt Out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline, in accordance with Paragraph 3.2.6. If a valid Request for Exclusion is not received by the Settlement Administrator from a Class Member on or before the Response Deadline, then that Class Member will be deemed to have forever waived his or her right to Opt Out. The Class Notice will advise Class Members of their option to Opt Out and will contain instructions on how to do so. Class Members who do not Opt Out by submitting valid and timely Requests for Exclusion will be deemed to be Participating Class Members, will be bound by the Settlement and the Judgment entered based thereon. Class Members who Opt Out by submitting valid and timely Requests for Exclusion will not be bound by the Settlement, will not be entitled to any benefits thereunder, or to make any objection to the Settlement. PAGA Employees will release their Released PAGA Claims and receive an Individual PAGA Settlement Payment regardless of whether they request exclusion from the Settlement.

3.3.5 If a Class Member submits both a Request for Exclusion and an objection to the Settlement, the Request for Exclusion will be accepted and the objection will be disregarded.

3.3.6 The Parties agree that the Response Deadline will not be extended, and no untimely submissions will be honored, under any circumstances, unless mutually agreeable by the

Parties and/or except to the extent permitted under Paragraph 3.2.6.

3.4 Final Approval Hearing.

3.4.1 After the Response Deadline, a Final Approval Hearing will be held before the Court in order to: (1) determine whether the Court should grant final approval of the Settlement; (2) consider objections to the Settlement; and (3) consider Class Representative's application for an award of Attorneys' Fees and Costs to Class Counsel and the Service Payment to the Class Representative. At the Final Approval Hearing, the Parties will request that the Court grant final approval of the Settlement and enter the Final Approval Order and Judgment. The Parties will take all reasonable efforts to secure entry of the Final Approval Order and Judgment. If the Court rejects the Stipulation, fails to enter the Final Approval Order and Judgment, this Stipulation will be void, and Defendants will have no obligation to make any payments under the Settlement, other than the Settlement Administration Costs; however, the Parties and their counsel agree to make all reasonable efforts to fix any issues that the Court cites for its non-approval as set forth in Paragraph 3.1.2.

3.5 Releases

3.5.1 Release by Participating Class Members. Upon the date in which Defendants fund the total Maximum Settlement Amount, each of the Participating Class Members (including the Class Representative) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendants and the Released Parties from any and all Released Class Claims.

3.5.2 Release by PAGA Employees. Upon the date in which Defendants fund the total Maximum Settlement Amount, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendants and the Released Parties from any and all Released PAGA Claims.

3.5.3 Class Representative's General Release of Claims

i. In addition to those releases set forth in Paragraph 3.5.1 hereof, with respect to any and all Released Class Claims, upon the Effective Date, the Class Representative will expressly and will be deemed to have, and by operation of the Judgment will have, waived the

1 provisions, rights and benefits of California Civil Code § 1542 with respect to the Released Claims,
2 which provides as follows:

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

8 ii. In consideration for the Service Payment and as an inducement for
9 Defendants to enter into this Stipulation, with respect to the Class Representative only, the Released
10 Claims will additionally include any and all claims including Unknown Claims against Defendants
11 that accrued during the Class Period, but does not include claims for: age discrimination under the
12 Age Discrimination In Employment Act, unemployment insurance, workers' compensation benefits,
13 state disability compensation, previously vested benefits under any Employer-sponsored benefits plan
14 or claims under the Employment Retirement Income Security Act of 1974.

15 iii. The Class Representative may hereafter discover facts in addition to or
16 different from those which she now knows or believes to be true with respect to the subject matter of
17 the Released Claims, but Class Representative, upon the Effective Date, will be deemed to have, and
18 by operation of the Judgment will have fully, finally, and forever settled and released any and all
19 Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,
20 whether or not concealed or hidden, which then exist, or previously have existed upon any theory of
21 law or equity now existing or coming into existence in the future, including, but not limited to,
22 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
23 without regard to the subsequent discovery or existence of such different or additional facts. The
24 Class Representative acknowledges that the foregoing waiver was separately bargained for and a key
25 element of the Settlement of which this release is a part. Notwithstanding any other provision of this
26 Stipulation, the Parties recognize that because the only Unknown Claims released by this Stipulation
27 are those Unknown Claims that meet the definition of Released Claims, the release effectuated by
28 this Stipulation will not extend to Unknown Claims other than those described in Paragraph 1.36

1 above.

2 **3.6 Termination of Settlement; Reasonable Steps to Cure.**

3 3.6.1 In the event that the Settlement is not be approved in its entirety by the Court,
4 or in the event that the Effective Date does not occur, Defendants will have the option to void the
5 Settlement, and in such case, no payments will be made by Defendants to anyone, other than the cost
6 of administration, in accordance with the terms of this Stipulation, and this Stipulation will be deemed
7 null and void with no effect on the Litigation whatsoever. Notwithstanding this provision, the Parties
8 agree to take all reasonable steps to cure any issues cited by the Court as reason for non-approval of
9 any matter(s) filed with the Court for preliminary and final approval.

10 3.6.2 In the event that more than ten percent (10%) of the Class Members Opt Out
11 by submitting timely and valid Requests for Exclusion to the Settlement Administrator by the
12 Response Deadline, Defendants will have the right to terminate and void this Settlement; however,
13 Defendants must notify Class Counsel, of its intention to nullify the Settlement in writing by certified
14 mail to Justin Marquez, Benjamin Haber, and Arrash Fattahi of the Wilshire Law Firm, PLC, 3055
15 Wilshire Blvd., 12th Floor, Los Angeles, CA 90010, within three (3) weeks after the expiration of the
16 Response Deadline.

17 3.6.3 The Maximum Settlement Amount was calculated with, and is premised on,
18 the understanding that there are approximately 28,525 workweeks worked by the Class Members
19 during the Class Period. To the extent that either of the forgoing estimates, as represented by
20 Defendants, increases by more than 10%, the settlement will increase proportionately. Thus, for
21 example, should there be 31,378 workweeks in the Class Period, then the Maximum Settlement
22 Amount shall be increased by \$74,206.53 ((31,378 workweeks - 28,525 workweeks) x
23 (\$26.01/workweek)).

24 **3.7 Miscellaneous Provisions.**

25 3.7.1 No Person will have any claim against Class Counsel, the Settlement
26 Administrator, or any of the Released Parties based on the payments made or other actions taken
27 substantially in accordance with the Settlement or further orders of the Court.

1 3.7.2 In the event that the Settlement is not substantially approved by the Court, after
2 all reasonable steps to cure have been exhausted, or the Settlement is terminated, cancelled, declared
3 void, or fails to become effective in accordance with its terms, or if the Judgment does not become
4 final, or to the extent cancellation is otherwise provided for in this Stipulation, the Parties will resume
5 the Litigation at that time as if no Stipulation had been entered. In such event, the terms and provisions
6 of the Stipulation will have no further force and effect with respect to the Parties and will not be used
7 in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by
8 the Court in accordance with the terms of the Stipulation will be treated as vacated. Notwithstanding
9 any other provision of this Stipulation, if the Court should fail to award attorneys' fees to Class
10 Counsel in the full amount provided for in this Stipulation, no order of the Court or modification of
11 any order of the Court concerning the amount of any attorneys' fees to be paid by Defendants to Class
12 Counsel pursuant to this Settlement will constitute grounds for cancellation or termination of the
13 Stipulation or grounds for limiting any other provision of the Judgment. It is agreed that no order of
14 the Court, including any order concerning attorneys' fees, may alter or otherwise increase the
15 Maximum Settlement Amount.

16 3.7.3 The Parties (a) acknowledge that it is their intent to consummate this
17 agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
18 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the
19 Stipulation; (c) agree to seek and to attempt to obtain preliminary and final approval by Court of the
20 Settlement; and (d) agree to reasonably work together to seek and attempt to obtain preliminary and
21 final approval of the Stipulation should the Court not grant approval upon the first presentation.

22 3.7.4 The Parties and attorneys agree to keep the Settlement confidential until the
23 motion for preliminary approval of the Settlement is filed. Thereafter, the Parties will agree to make
24 no comments to the media or otherwise publicize the terms of the Settlement.

25 3.7.5 The Parties agree that they will not engage in making or publishing written
26 statements which are disparaging to the reputation of the other or their corporate parents and affiliates.

27 3.7.6 The Stipulation compromises claims which were contested and the subject of
28

1 a good faith dispute, and it will not be deemed an admission by any of the Parties as to the merits of
2 any claim or defense. The Parties agree that the amounts paid in settlement of the Litigation and the
3 other terms of the Settlement were negotiated at arms-length and in good faith with sufficient
4 information by the Parties and reflect a settlement that was reached voluntarily after consultation with
5 competent legal counsel.

6 3.7.7 All of the exhibits to the Stipulation and material and integral parts hereof and
7 are fully incorporated herein by this reference.

8 3.7.8 The Stipulation may be amended or modified only by a written instrument
9 signed by or on behalf of all Parties or their respective counsel, subject to approval by the Court.

10 3.7.9 The Stipulation constitutes the entire agreement among the Parties hereto and
11 no representations, warranties or inducements have been made to any party concerning the Stipulation
12 or its exhibits other than the representations, warranties and covenants contained and memorialized
13 in such documents. Except as otherwise provided herein, each party will bear its own costs.

14 3.7.10 The Parties understand and acknowledge that: (a) they have performed an
15 independent investigation of the allegations of fact and law made in connection with this Litigation;
16 and (b) even if they may hereafter discover facts in addition to, or different from, those that they now
17 know or believe to be true with respect to the subject matter of the Litigation as reflected in this
18 Settlement Agreement, that will not affect or in any respect limit the binding nature of this Settlement
19 Agreement. It is the Parties' intention to resolve their disputes in connection with this Litigation
20 pursuant to the terms of this Settlement Agreement and thus, in furtherance of their intentions, the
21 Settlement Agreement will remain in full force and effect notwithstanding the discovery of any
22 additional facts or law, or changes in law, and this Settlement will not be subject to rescission or
23 modification by reason of any changes or differences in facts or law, subsequently occurring or
24 otherwise.

25 3.7.11 Class Counsel, on behalf of the Class Members, is expressly authorized by the
26 Class Representative to take all appropriate action required or permitted to be taken by the Class
27 pursuant to the Stipulation to affect its terms and also expressly authorized to enter into any

1 modifications or amendments to the Stipulation.

2 3.7.12 Each counsel or other Person executing the Stipulation or any of its exhibits
3 on behalf of any Parties hereby warrants that such Person has full and express authority to do so.

4 3.7.13 The Stipulation may be executed in one or more counterparts. All executed
5 counterparts and each of them will be deemed to be one and the same instrument. A complete set of
6 executed counterparts will be filed with the Court.

7 3.7.14 The Stipulation will be binding upon, and inure to the benefit of, the successors
8 and assigns of the Parties hereto; however, this Stipulation is not designed to and does not create any
9 third-party beneficiaries unless otherwise specifically provided herein.

10 3.7.15 The Court will retain jurisdiction with respect to implementation and
11 enforcement of the terms of the Stipulation, and all Parties hereto submit to the jurisdiction of the
12 Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation, in
13 conformity with California Rules of Court, Rule 3.769 and California Civil Procedure Code section
14 664.6.

15 3.7.16 The Stipulation and the exhibits hereto will be considered to have been
16 negotiated, executed and delivered, and to have been wholly performed, in the State of California,
17 and the rights and obligations of the Parties to the Stipulation will be construed and enforced in
18 accordance with, and governed by, the internal, substantive laws of the State of California without
19 regard to principles of conflicts of law.

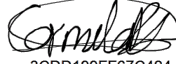
20 3.7.17 The language of all parts of this Stipulation will in all cases be construed as a
21 whole, according to its fair meaning, and not strictly for or against either party. No party will be
22 deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are
23 contractual and are the product of negotiations between the Parties and their counsel. Each party and
24 their/its counsel cooperated in the drafting and preparation of the Stipulation. In any construction to
25 be made of the Stipulation, the Stipulation will not be construed against any party and the canon of
26 contract interpretation set forth in California Civil Code § 1654 will not be applied.

27 3.7.18 Should any deadlines set forth in the Stipulation require any action to be taken
28

on a weekend or a Court holiday, then the action may be taken on the next business day, unless otherwise specified by law or rule of Court, except that should the Response Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day, then no further extension pursuant to this paragraph will apply to these specific deadlines.

DATED: 11/16/2022, 2022

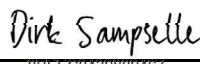
By:

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Plaintiff Carmela Reyes

DATED: 11/15/2022, 2022

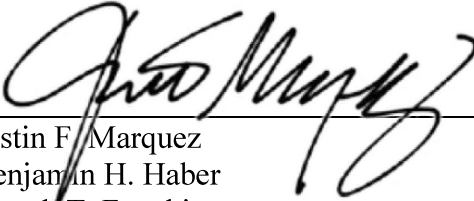
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on behalf of Defendants

DATED: November 16, 2022

By:


 Justin F. Marquez
 Benjamin H. Haber
 Arrash T. Fattahi
Wilshire Law Firm, PLC
 Attorneys for Plaintiff

DATED: November 15, 2022

By:

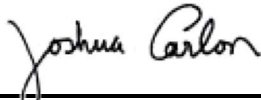

 Joshua Carlon
Lewis Brisbois Bisgaard & Smith LLP
 Attorneys for Defendants

Exhibit 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
Carmela Reyes v. Everytable, PBC, et al.
Case No. 21STCV35987

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

**EVERYTABLE, PBC AND HARVEST FRESH FOODS, PBC WILL NOT RETALIATE
AGAINST YOU FOR PARTICIPATING IN THIS SETTLEMENT.**

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED that a proposed settlement (“the Settlement”) of the above-captioned class action (“the Action”) filed in the Los Angeles County Superior Court has been reached by Everytable, PBC, Harvest Fresh Foods, PBC (Everytable, PBC and Harvest Fresh Foods, PBC are collectively referred to as “Defendants”), and Carmela Reyes (“Plaintiff”), an individual, on behalf of herself and all others similarly situated and has been granted Preliminary Approval by the Court supervising the Action. The Los Angeles County Superior Court has ordered that this Class Notice be sent to you because you may be a Settlement Class member. The purpose of this Class Notice is to inform you of the Settlement of this class action and your legal rights under the Settlement as follows:

- Defendants have agreed to settle a lawsuit brought on behalf of all persons who worked for Defendants in California as an hourly-paid or non-exempt employee during the period from April 5, 2017 through May 22, 2022 (the “Settlement Period”) (hereafter, “Settlement Class”).
- The proposed Settlement resolves all alleged claims regarding the following wage and hour policies and/or practices of Defendants: minimum wage, straight time wage, overtime and/or double time wage, failure to pay for all hours worked, meal and rest breaks and any premiums thereon, wage statement violations, waiting time penalties, failure to indemnify for expenditures, and other penalties of any kind arising from an alleged failure to pay wages. Finally, the settlement resolves claims for unfair competition and penalties under California’s Private Attorneys General Act (“PAGA”) arising out of the alleged wage and hour policies and practices of Defendants. The settlement avoids costs and risks to you from continuing the lawsuit, pays money to employees, and releases Defendants from liability for these claims.
- The parties in the lawsuit disagree on whether Defendants are liable for the allegations raised in this case and how much money could have been won if the employees won at trial.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Get a Payment	If you are a member of the Settlement Class, you will automatically receive a payment if you do not exclude yourself. If you accept a payment and do not exclude yourself you will give up certain rights as set forth on pages 4-5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	Get no payment. Send a letter to the Settlement Administrator as provided below. This is the only option that allows you to bring your own claim against Defendants about the legal claims in this case. The Settlement will bind all Settlement Class Members who do not request exclusion.
Object	Write to the Court about why you do not like the settlement. Directions are provided below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a lawsuit and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed this lawsuit in Los Angeles County Superior Court on behalf of the Settlement Class. The lawsuit alleges that members of the Settlement Class were not paid all minimum, straight time, and overtime wages, were not paid for or properly provided meal and rest breaks, were not paid all wages due at termination and/or resignation, were not issued accurate wage statements, were not provided reimbursements for all necessary business-related expenses, and were subjected to unfair competition. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, and attorneys' fees and costs.

Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit. Defendants contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable law. Defendants further deny that the lawsuit is appropriate for class treatment for any purpose other than settling this lawsuit.

The Court has made no ruling and will make no ruling on the merits of the Litigation and its allegations and claims.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did **not** decide in favor of the Plaintiff or Defendants. Plaintiff thinks she would have prevailed on her claims at a trial. Defendants do not think that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the class members will get compensation. Plaintiff and Plaintiff's attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all class members.

B. Who is in the Class?

The Settlement Class consists of all persons who worked for Defendants in California as an hourly-paid or non-exempt employee during the Settlement Period.

C. What does the Settlement provide?

1. Settlement Amount.

Defendants will pay a total of Seven Hundred and Forty-Two Thousand Dollars and Zero Cents (\$742,000.00) (the “Settlement Amount”) to settle the lawsuit.

The following sums will be paid from the Settlement Amount: all Net Settlement Payments (inclusive of all employment taxes and all other legally required withholdings that would otherwise be due from the individual class members) to the Settlement Class, Attorneys’ Fees (not to exceed 33 ⅓ % of the Settlement Amount, or \$247,333.33), Litigation Expenses not to exceed \$20,000.00, Settlement Administrative Costs estimated in an amount not to exceed \$10,000.00, the PAGA Settlement Payment in the amount of \$10,000.00, and an enhancement payment to the Named Plaintiff not to exceed \$10,000.00. Any and all Employer Taxes which Defendants normally would be responsible for paying on the Net Settlement Payments made to individual Class Members will be paid by Defendants separate and apart from the Settlement Amount.

The funds used for the Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall disburse the Court-approved enhancement to the Named Plaintiff, Court-approved Attorneys’ Fees and Litigation Expenses, Settlement Administration Costs, and the PAGA Settlement Payment at the same time and manner as the Net Settlement Payments to the Settlement Class members.

2. Net Settlement Amount.

“Net Settlement Amount” means the Settlement Amount minus the Attorneys’ Fees, Litigation Expenses, Settlement Administrative Costs, the portion of the PAGA Settlement payment payable to the Labor & Workforce Development Agency (“LWDA”), and the enhancement payment to the Named Plaintiff.

3. Your Individual Payment Amount.

The Claims Administrator will calculate the total number of workweeks for all Class Members who were employed by Defendants during the Settlement Period (“Total Workweeks”). The value of each Workweek shall be determined by the Claims Administrator by dividing the Net Settlement Amount by the total number of Workweeks available to the Class Members who do not “opt out” (as defined on page 6 below) during the Settlement Period (“Workweek Point Value”).

An “Individual Settlement Payment” for each Class Member will then be determined by multiplying a Class Member’s workweeks (“Eligible Workweeks”) by the Workweek Point Value. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Class Member.

The payment of the “Individual PAGA Settlement Payments” will be calculated as follows: \$2,500 will be allocated to PAGA Employees (defined as all Settlement Class Members who worked for Defendants at any time from April 5, 2020 through May 22, 2022) as follows: each PAGA Employees’ portion will be determined by dividing each PAGA Employees Individual PAGA Workweeks, by the total amount of

PAGA Workweeks, and then multiplying the result by \$2,500. Your estimated Individual PAGA Settlement Payment is <<INSERT>>.

You will have 180 days after your check(s) has been mailed to cash such check(s). If you do not cash your check(s) within 180 days after the check(s) has been mailed, such funds will be submitted to Legal Aid at Work.

4. Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class members reflecting the payments each Settlement Class member receives under the Settlement. For tax purposes, Net Settlement Payments will be allocated as follows: 25% as wages and 75% as penalties and interest. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board.

Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Settlement Class members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. What are you giving up to get a payment and stay in the Class?

Upon the date in which Defendants fund the total Settlement Amount, Named Plaintiff and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, will be deemed to have, and by operation of the Judgement, will have fully, finally, and forever released, relinquished, and discharged Defendants and each of their parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns (the "Released Parties") from any and all claims, demands, rights, liabilities and causes of action for relief and penalties, that accrued during the Settlement Period, and as a result of Class Members' employment by Defendants in California, that arise under any state or local law or state administrative order that was or pled based on the facts alleged in the Operative Complaint, including claims of failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, failure to indemnify employees for expenditures, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders, including, without limitation, all related claims for restitution and other equitable relief arising from California Business and Professions Code §§ 17200, *et seq.*, interest on unpaid wages, unpaid wages, attorneys' fees or litigation costs, and any other related claims and/or penalties. The release does not extend to any claims not alleged in the Operative Class Action Complaint and specifically excludes claims for workers' compensation, personal injuries, unemployment insurance, state disability compensation, claims under the Employment Retirement Income Security Act of 1974, previously vested benefits under any employer sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment including, but not limited to, those arising under the Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or similar state or

federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment. This release does not include any of the claims encompassed within the Released PAGA Claims (as defined below).

Additionally, upon the date in which Defendants fund the total Settlement Amount, each of the PAGA Employees will be deemed to have, and by operation of the Judgement, will have fully, finally, and forever released, relinquished, and discharged the Released Parties from any and all claims, demands, rights, liabilities and causes of action for civil penalties pursuant to PAGA, that accrued during the PAGA Period (April 5, 2020 to May 22, 2022), and as a result of PAGA Employees' employment by Defendants in California, that arise under any state or local law or state administrative order that was pled based on the facts alleged in the Operative Complaint and the Plaintiff's notice to the LWDA, including claims of failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify employees for expenditures. PAGA Employees will release their Released PAGA Claims and receive an Individual PAGA Settlement Payment regardless of whether they opt out from the Settlement Class or not.

THE FINAL APPROVAL HEARING

The Court will conduct a Final Approval Hearing regarding the proposed settlement (the "Final Approval Hearing") on , 2023, at 312 North Spring Street, Los Angeles, California 90012, in Department 11 of the Los Angeles County Superior Court (Spring Street Courthouse). The Court will determine: (i) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class members; (ii) whether the Settlement Class members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to Plaintiff's counsel; and (iv) the amount that should be awarded to the Plaintiff as an enhancement payment. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You are permitted to provide an objection at the Final Approval Hearing, in the first instance, even if you did not provide a written objection beforehand. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. **Please note that hearings before the Judge overseeing this case are currently being conducted remotely and are offered with the assistance of LACourt Connect, which can be accessed by visiting the following website: <https://my.lacourt.org/laccwelcome>. Through LACourt Connect, you can schedule a *free* remote appearance if you would like to appear at the Final Approval Hearing.**

The Final Approval Hearing may be continued without further notice to the Class. You may contact Plaintiff's counsel, listed in this Notice, to inquire into the date and time of the Final Approval Hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – GET A PAYMENT**

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU

WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

The average potential recovery for each proposed Settlement Class Member is \$ [REDACTED].

The estimated amount of your Settlement Payment is set forth on the Workweek Dispute Form which accompanies this Notice.

The amount of the Settlement Payment paid to each Settlement Class member is based upon the number of workweeks you worked between April 5, 2017 through May 22, 2022. The number of workweeks applicable to your claim is also set forth on the accompanying Workweek Dispute Form. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by following the instructions on the Workweek Dispute Form. If you believe that the number of workweeks stated is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your released claims described in Section D above.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will **not** be bound by a judgment in this case and you will have the right to file your own lawsuit against Defendants, subject to time limits called Statute of Limitations and other potential defenses that Defendants may assert, and to pursue your own claims in a separate suit.

You can opt out of the Settlement Class by completing the form on **Page 8** of this Notice and mailing it by First Class U.S. Mail or equivalent to the Settlement Administrator at the following address: Simpluris, <<ADDRESS>>. To be valid, your request for exclusion must be postmarked no later than [REDACTED] [60 days after mailing].

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing to object, regardless of whether you provided a written objection beforehand, either in person or through an attorney at your own expense. **Please note that hearings before the Judge overseeing this case are currently being conducted remotely and are offered with the assistance of LACourt Connect, which can be accessed by visiting the following website: <https://my.lacourt.org/laccwelcome>. Through LACourt Connect, you can schedule a *free* remote appearance if you would like to appear at the Final Approval Hearing in order to object to the Settlement.**

Any written objection may be mailed to the Settlement Administrator at [REDACTED] (Address) by [REDACTED] [60 days after mailing].

The contact information for Plaintiff’s counsel and Defendants’ counsel is provided below solely for your informational purposes. Written objections should only be sent to the Settlement Administrator at the address provided above, not to Plaintiff’s counsel or Defendants’ counsel.

PLAINTIFF'S/CLASS COUNSEL

Justin F. Marquez, Esq.
justin@wilshirelawfirm.com
Benjamin H. Haber, Esq.
benjamin@wilshirelawfirm.com
Arrash T. Fattahi, Esq.
afattahi@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

DEFENDANTS' COUNSEL

Joshua Carlon, Esq. (SBN 263838)
joshua.carlon@lewisbrisbois.com
**LEWIS BRISBOIS BISGAARD & SMITH
LLP**
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
Telephone: (213) 281-5235
Facsimile: (213) 250-7900

CHANGE OF ADDRESS

If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your Settlement Award or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator at:

Simpluris

<<ADDRESS>>

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed "Joint Stipulation of Class Action and PAGA Settlement and Release," which is available for viewing online, along with other court records regarding this case, on the following website:

URL: [Insert website provided by Settlement Administrator]

The pleadings and other records in the lawsuit are also available on the website. The Final Judgement, once issued by the Court, will be available on the Settlement Administrator's website as well.

Alternatively, you may also obtain a copy of the Settlement Agreement and related documents online through the Los Angeles County Superior Court's website, by going to the following webpage: <https://www.lacourt.org/casesummary/ui/> and entering "21STCV35987" for the case number.

ANY INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S COUNSEL LISTED ABOVE OR TO THE SETTLEMENT ADMINISTRATOR, Simpluris, <<ADDRESS & PHONE #>>. Please refer to the *Carmela Reyes v. Everytable, PBC, et al.* Class Action Settlement.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS**

**[COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO*
NOT PARTICIPATE IN THIS SETTLEMENT AND
CHOOSE NOT TO RECEIVE A SETTLEMENT SHARE]**

OPT-OUT FORM

Carmela Reyes v. Everytable, PBC and Harvest Fresh Foods, PBC
LOS ANGELES COUNTY SUPERIOR COURT CASE NUMBER 21STCV35987

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **[+60 DAYS FROM MAILING]**, ADDRESSED TO:

Simpluris
<<ADDRESS>>

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBERS: Home: _____ Work: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING
THIS FORM POSTMARKED ON OR BEFORE **[DATE]**.**

I **[insert your name]** wish to be excluded from the Settlement Class in the case of *Carmela Reyes v. Everytable, PBC, et al.*, Los Angeles County Superior Court, Case Number 21STCV35987

I understand I will not receive money from the proposed class action settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Notice of Proposed Class Action Settlement that were sent to me along with this Opt-Out Form. I understand that by signing this side of the form, I voluntarily choose to exclude myself from the proposed settlement of this class action. **I understand that by excluding myself, I may not accept any money allocated for me in the proposed settlement and may not object to the settlement.** On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Defendants have not encouraged me to opt out, and I choose to opt out of my own free will.

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

Signed: _____

Date: _____

Print Name: _____

Last four digits of Social Security Number _____

Exhibit 2

CLASS WORKWEEK DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Carmela Reyes v. Everytable, PBC, et al.
Case No. 21STCV35987

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

INSTRUCTIONS

IF YOU WERE EMPLOYED BY EVERYTABLE, PBC OR HARVEST FRESH FOODS, PBC (“DEFENDANTS”) IN CALIFORNIA AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE BETWEEN APRIL 5, 2017 AND MAY 22, 2022, THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the Eligible Workweeks you worked for Defendants in California from April 5, 2017 to May 22, 2022.

“Eligible Workweeks” are defined as any week in which you worked at least one (1) day during the calendar week. The number of Eligible Workweeks applicable to your claim is set forth in Section I below. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by submitting this completed Workweek Dispute Form with any supporting documents on or before [redacted] [60 days after initial mailing]. Documentary evidence may be helpful to substantiate your dispute claim, but it is not required. **If you believe that the number of workweeks stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at <<ADDRESS>>; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORKWEEKS

You worked as an hourly-paid or non-exempt employee for Defendants in California, which qualifies you as a Settlement Class Member, and your total number of Eligible Workweeks in this position are: <<NUMBER OF WORKWEEKS>> .

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the number of workweeks stated above, your estimated pre-tax Settlement Payment is <<INSERT>>.

III. CHALLENGE TO WORKWEEKS

If you wish to dispute the Eligible Workweeks data listed, you must postmark your dispute and provide all supporting information and/or documentation, if any, to the Settlement Administrator by **<<NOTICE PERIOD DEADLINE>>**.

☐ I wish to dispute the number of Eligible Workweeks listed in Section I. I believe the correct amount of my workweeks is _____. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendants' records and make a determination as to the validity of my dispute based upon Defendants' records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

**CARMELA REYES v. EVERYTABLE, PBC, ET AL.
CLASS ACTION SETTLEMENT**

c/o

**[Insert]
address**

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE «OPT-OUT DEADLINE**».**

Exhibit 2

Ashley Narinyans

To: Min Jee Kim
Subject: RE: Thank you for your Proposed Settlement Submission

-----Original Message-----

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, August 23, 2022 6:38 PM
To: Min Jee Kim <minjee@wilshirelawfirm.com>
Subject: Thank you for your Proposed Settlement Submission

08/23/2022 06:37:21 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the S

Court Case Number *

21STCV35987

Hearing Date (if any)

September 15, 2022

Hearing Time

9:30 a.m.

Hearing Location

Los Angeles Superior C

Number of aggrieved employees *

572

Gross settlement amount *

742,000

Gross penalty amount *

10,000

Penalties to LWDA *

7,500

Date of proposed settlement *

05/25/2022

Proposed Settlement and Other Documents

Proposed Settlement *

 2022 08-23 Everytable - P's MPA (CONFORMED).pdf

Other Attachment (if any)

 2022 08-23 Everytable - Marquez Decl. ISO P's MPA (CONFORMED).pdf

Other Attachment (if any)

 2022 08-23 Everytable - [Proposed] Order Granting MPA (RECEIVED).pdf[Remove](#)[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Min Jee Kim

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, November 18, 2022 8:09 AM
To: Min Jee Kim
Subject: Thank you for your Other Response or Document Submission

11/18/2022 08:08:50 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): * 846931-21

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Justin

Your Last Name *

Marquez

Your Email Address *

minjee@wilshirelawfirm.cc

Your Street Name, Number and Suite/Apt *

3055 Wilshire Blvd., 12th I

Your Mobile Phone Number

Your City *

Los Angeles

Your Work Phone Number

2133819988

Your State *

California

Your Zip/Postal Code *

90010

Documents

Other Document *

Choose File 2022 11-17 Ev...o (FINAL).pdf

Other Attachment (if any)

Choose File 2022 11-17 Ev...c (FINAL).pdf

Other Attachment (if any)

Choose File 2022 11-17 De... (FINAL).pdf

[Remove](#)

Other Attachment (if any)

Choose File 2022 11-17 De... (FINAL).pdf

[Remove](#)

Other Attachment (if any)

[Remove](#) 2022 11-17 Ev... (FINAL).pdf[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Exhibit 3

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

4/4/2023

Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
EXPERT FEES					
	1/17/2022	032322P	Mediation Fee	8,000.00	8,000.00
	3/29/2022	5771	Expert Fees	3,625.00	3,625.00
	6/29/2022	12232563	Expert Fees	69.35	69.35
Total EXPERT FEES				11,694.35	11,694.35
Legal Expenses					
	10/2/2021		PAGA Fee	75.00	75.00
	10/27/2021		Doc Retrieval	3.00	3.00
	10/27/2021		Doc Retrieval	5.40	5.40
	1/27/2022		Doc Retrieval	6.40	6.40
	4/6/2022	846130079	Legal Research	20.01	20.01
	4/11/2022	250705	Case Anywhere	94.50	94.50
	6/24/2022	7072D9F3-0004	Legal Research	123.58	123.58
	7/11/2022	259055	Case Anywhere	147.00	147.00
	8/29/2022		Legal Research	83.34	83.34
	9/29/2022		Legal Research	83.34	83.34
	10/10/2022	267688	Case Anywhere	159.00	159.00
	10/29/2022		Legal Research	83.34	83.34
	11/15/2022		Doc Retrieval	6.20	6.20
	12/6/2022	847456782	Legal Research	79.32	79.32
	1/10/2023	276231	Case Anywhere	177.00	177.00
Total Legal Expenses				1,146.43	1,146.43
Process Service Fees					
	9/30/2021	40677	Attorney Services	1,663.50	1,663.50
	10/6/2021	40881	Attorney Services	133.00	133.00
	10/7/2021	40893	Attorney Services	45.00	45.00
	10/12/2021	40882	Attorney Services	269.00	269.00
	10/12/2021	41051	Attorney Services	45.00	45.00
	11/3/2021		Attorney Services	16.68	16.68
	1/18/2022	43922	Attorney Services	85.00	85.00
	1/21/2022	43928	Attorney Services	250.00	250.00
	1/28/2022	44376	Attorney Services	85.00	85.00
	5/20/2022		Attorney Services	18.22	18.22
	5/26/2022		Attorney Services	17.19	17.19
	8/22/2022		Attorney Services	18.22	18.22
	8/24/2022		Attorney Services	79.99	79.99
	11/18/2022		Attorney Services	18.22	18.22
	12/2/2022		Attorney Services	18.22	18.22
	12/8/2022		Attorney Services	18.22	18.22
Total Process Service Fees				2,780.46	2,780.46
Other Costs					
	3/18/2021		Case Administration Fee for In-House Services	500.00	500.00
	6/15/2021	E-518772	Printing Costs	5.86	5.86
	6/15/2021	E-518775	Printing Costs	5.86	5.86
	10/1/2021	E-600272	Printing Costs	6.33	6.33
	10/1/2021	E-600273	Printing Costs	6.33	6.33
	10/1/2021	E-600274	Printing Costs	6.33	6.33
	10/1/2021	E-600278	Printing Costs	6.33	6.33
	11/4/2021	E-661619	Printing Costs	6.33	6.33
	3/17/2022		Lunch Meeting	135.88	135.88
	3/23/2022		Breakfast during mediation	94.94	94.94
	3/23/2022		Lunch during mediation	159.68	159.68
Total Other Costs				933.87	933.87
TOTAL				16,555.11	16,555.11

PROOF OF SERVICE

Reyes v. Everytable, PBC, et al.
21STCV35987

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is sspene@wilshirelawfirm.com.

On **April 4, 2023**, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

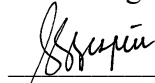
Joshua D. Carlon (SBN 263838)
joshua.carlon@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
Telephone: (213) 281-5235
Facsimile: (213) 250-7900

Attorneys for Defendants

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

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

Executed on **April 4, 2023** at Los Angeles, California.



Sandy S. Sespene