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individually and on behalf of similarly situated employees

[additional parties continued on next page]

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-11106

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: August 22, 2024

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Robert T. Waters

Filed: December 7, 2021

FAC Filed: February 14, 2022

SAC Filed: March 29, 2023

TAC Filed: September 19, 2023

Trial Date: None Set

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15 Attorneys for Plaintiff GRISELDA RAMIREZ

16 individually and on behalf of similarly situated employees

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on August 22, 2024, at 9:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 11B of the above-entitled Court, Plaintiffs Elizabet Sanchez and
4 Griselda Ramirez, individually and on behalf of all other similarly situated individuals, hereby move for
5 entry of an Order for the following:

- 6 1. Certifying the proposed class herein for purposes of settlement;
- 7 2. Appointing Plaintiffs Elizabet Sanchez and Griselda Ramirez as class representatives for
8 purposes of settlement;
- 9 3. Appointing Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini of Shimoda &
10 Rodriguez Law, PC, Daniel J. Hyun of Law Office of Daniel J. Hyun, and Jose R. Garay of
11 Jose Garay, APLC, as Class Counsel for purposes of settlement;
- 12 4. Approving the proposed class action and Private Attorneys General Act settlement, in the
13 gross amount of \$2,053,000.00, which is incorporated herein by reference;
- 14 5. Approving the application for payment to Class Counsel of attorneys' fees in the amount of
15 \$718,550;
- 16 6. Approving the application for payment to Class Counsel of reasonable costs in the amount of
17 \$16,831.27;
- 18 7. Approving the Class Representatives' Enhancement Payment of \$15,000 each to Plaintiffs
19 Elizabet Sanchez and Griselda Ramirez;
- 20 8. Approving the appointment of Apex Class Action, LLC. as the Settlement Administrator and
21 for payment to Apex Class Action, LLC. for administering said class action settlement in the
22 amount of \$43,500;
- 23 9. Approving the settlement of claims under the Private Attorneys General Act for the total
24 amount of \$100,000, 75% of which will be paid to the Labor and Workforce Development
25 Agency and 25% of which will be paid to PAGA Employees;
- 26 10. Determining that the class notification procedure and process complied with Settlement Class
27 Members' due process rights;

1 11. Directing that any amount from settlement checks that were not cashed by the check cashing
2 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers
3 Rights under the doctrine of *cy pres*;

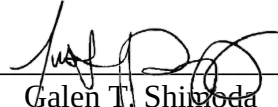
4 12. Approving and adopting the Proposed Order and its implementation schedule, which is filed
5 herewith and incorporated by reference.

6 This Motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
7 2699(l), and California Rules of Court 3.769 and 3.764, on the grounds that the preliminarily approved
8 class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all
9 Settlement Class Members and should be approved by the Court. This motion will be based on the
10 notice of motion, memorandum of points and authorities, the Declaration of Justin P. Rodriguez, the
11 Declaration of Daniel J. Hyun, the Declaration of Jose R. Garay, the Declaration of Elizabet Sanchez,
12 the Declaration of Griselda Ramirez, the Declaration of Madely Nava, exhibits, the record and files of
13 this case, and any further oral or documentary evidence introduced at the hearing of this motion.
14

15 **Tentative rulings for Law and Motion will be posted electronically by 1:30 p.m. the day before the**
16 **hearing. Any party wishing to contest or argue the tentative ruling must email the court at**
17 **civilcourtclerks@sjcourts.org that they intend to appear remotely no later than 4:00 PM on the**
18 **day before the scheduled hearing. The Department and Case Number must be in the header of the**
19 **email. The email must include the Department, Case number, Case Name, Motion, party's name**
20 **and email, date and time of the hearing, issues they plan to argue, and that they have informed the**
21 **opposing party. The party must also notify affected counsel, or unrepresented parties, that they**
22 **intend to appear, no later than 4:00 PM on the day before the scheduled hearing. Unless the Court**
23 **and opposing counsel have been notified, the tentative ruling shall become the ruling of the Court**
24 **without oral argument.**

25 Dated: July 29, 2024

26 **Shimoda & Rodriguez Law, PC**

27 By: 
28 Galen T. Shimoda
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**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF
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APPROVAL OF CLASS ACTION AND PAGA
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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiffs Elizabet Sanchez and Griselda Ramirez (“Plaintiffs”) seek final approval of a wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$2,053,000.00. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). Through tremendous effort by all involved, the parties were able to come to a global resolution. The Agreement before the Court is the result of extensive litigation across two (2) different cases. The two cases include the present action, *Sanchez, et al. v. Pacific Coast Producers*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2021-11106, filed December 7, 2021, (“*Sanchez Action*”); and *Ramirez v. Pacific Coast Producers*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-0010664, filed November 18, 2022, (“*Ramirez Action*”). The named plaintiffs in each of these actions, Elizabet Sanchez, and Griselda Ramirez, (collectively referred to “Plaintiffs” or “Class Representatives”), and Pacific Coast Producers (“Defendant”) (Plaintiffs and Defendants sometimes collectively referred to as the “Parties”), agreed to consolidate the claims into one operative pleading in this case to ensure an efficient settlement review process that would minimize potential confusion by Settlement Class Members from multiple approval motions, each with their own response deadlines and response procedures. *See, generally*, Exhibit B (Plaintiffs’ Operative Complaint). There are approximately 5,907 Settlement Class Members.

Plaintiffs have alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to provide rest periods, 5) failing to provide accurate wage statements, 6) failing to timely pay all final wages, 7) failing to reimburse employees for incurred expenses, 8) failure to pay all wages, 9) unlawful deductions, 10) violation of California’s Quota Laws, and 11) by engaging in unfair competition. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶¶ 2, 9-10. Plaintiffs have also alleged Defendant is liable for civil penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiffs’ Ltrs. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendant has denied all of Plaintiffs’ allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 5. Defendant has also denied that this case is appropriate for class certification other than for purposes of settlement. *See id.*

1 However, subject to Court approval, the Parties have been able to compromise and settle all asserted
2 claims as a result of extensive investigations, document and data exchanges, and extended negotiations.
3 See Exhibit A. Plaintiffs and Plaintiffs’ counsel believe the proposed Agreement is fair, reasonable,
4 and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a
5 detailed knowledge of the issues in this case. See Decl. Rodriguez, ¶¶ 6-10; Declaration of Elizabet
6 Sanchez (“Decl. Sanchez”), ¶ 10; Declaration of Daniel J. Hyun (“Decl. Hyun”), ¶¶ 20-22; Declaration
7 of Jose R. Garay (“Garay Decl.”), ¶¶ 7-9; Declaration of Griselda Ramirez (“Decl. Ramiez”), ¶¶ 6-8.

8 The reaction of the Settlement Class Members to the preliminarily approved Agreement to date
9 has been overwhelmingly positive and gives substantial support to the Agreement and all terms and
10 allocations therein being fair, reasonable, and adequate. No Class Member has objected to the
11 settlement and less than one percent (1%) has opted out of the settlement. See Declaration of Madely
12 Nava (“Decl. Nava”) ¶¶ 11-12. It is well within the discretion of this Court to grant final approval of
13 the proposed settlement as it satisfied all applicable criteria under California law. Accordingly,
14 Plaintiff requests that the Court: (1) certify the settlement class; (2) grant final approval of the
15 Agreement; (3) find that the procedures used to notify Class Members complied with due process; (4)
16 grant Plaintiff’s request for attorney’s fees and costs, the Enhancement Payment to the Class
17 Representative and Claims Administrator Costs; and (5) approve and adopt the proposed order granting
18 final approval, which is filed concurrently herewith.

19 II. PROCEDURAL AND LITIGATION HISTORY

20 The Agreement represents a global compromise of all claims across two (2) different cases.
21 The cases include the present action, *Sanchez v. Pacific Coast Producers*, San Joaquin County Superior
22 Court, Case No. STK-CV-UOE-2021-11106, filed December 7, 2021, (“*Sanchez Action*”); and *Ramirez*
23 *v. Pacific Coast Producers*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-
24 0010664, filed November 18, 2022. (“*Ramirez Action*”). See Exhibit A, ¶ 2.2; Decl. Rodriguez, ¶ 2.
25 Plaintiffs exhausted administrative remedies under the PAGA by providing notice of the claims and
26 violations to the LWDA. See Exhibit C; Cal. Lab. Code § 2699.3(a), (c); Decl. Rodriguez, ¶ 3. As part
27 of a global settlement, the Parties agreed to consolidate all claims into one operative pleading in this
28 case to streamline the approval process and avoid potential confusion by Settlement Class Members

that might arise from multiple, separate approval processes. *See* Decl. Rodriguez, ¶ 2. Accordingly, Plaintiffs filed a Third Amended Complaint in this case on September 19, 2023. *See id.* Exhibit B. There is no date set for a motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 4.

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiffs thoroughly investigated issues affecting certification, the merits of the class claims, and potential damages for such claims. *See id.* at ¶¶ 3, 6-10; Decl. Hyun, ¶¶ 20-22; Decl. Garay, ¶¶ 7-9; Decl. Sanchez ¶¶ 3, 5-6; Decl. Ramirez ¶¶ 6-8. Plaintiffs worked during the time all of Defendant's policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Sanchez, ¶ 2; Decl. Ramirez, ¶ 2. The Parties engaged in informal discovery and exchange of documents, including of employee data, such as time records and payroll history data for Settlement Class Members, of all timecards, paystubs, payroll data, and relevant policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and configuration of Settlement Class Members, the content and implementation of the wage and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Rodriguez, ¶¶ 6-7. The information allowed Plaintiffs to determine the extent and frequency of any violations in accordance with Plaintiffs' contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.*

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiffs and Defendant Engaged in Extensive Arm's Length Negotiations

The final settlement occurred only after extended, arm's length negotiations. Over the course of more than two (2) years, Plaintiffs have been investigating the claims and discussing with Defendant's counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 5-10. A substantial amount of information and legal analysis was exchanged in connection with these discussions. *See id.* It was only after these extended discussions, which included a full day of mediation with Hon. Ann I. Jones (Ret), and months of post-mediation negotiations that the Parties were able resolve all claims and enter into the Agreement. *See id.* at ¶ 8.

1 **b. The Terms of the Agreement**

2 1. The following groups of individuals are covered by the Agreement: (a) Settlement Class
3 Members, which include all current and former non-exempt, California, hourly paid employees of
4 Defendant at any time from December 7, 2017, through the End Date; and (b) PAGA Employees,
5 which include all persons who are Settlement Class Members who were employed by Defendant at any
6 time from December 7, 2020, through the End Date. *See* Exhibit A, ¶¶ 1.9, 1.20, 1.22, 1.34, 1.36, 1.37.

7 2. Defendant will pay the Gross Settlement Amount of \$2,053,000.00, which is exclusive
8 of the employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount
9 will revert to Defendant. *See id.* at ¶ 5.6. PAGA Employees will still be paid their share of the PAGA
10 Payment regardless of whether they opt out of being Settlement Class Members. *See id.* at ¶¶ 7.5.1,
11 7.8.3.

12 3. Up to \$15,000 will be paid to each of the Plaintiffs as an Enhancement Payment. This
13 amount will be in addition to any amount Plaintiffs may be entitled to under the terms of the
14 Agreement. *See id.* at ¶ 5.4.

15 4. Subject to Court approval, the Parties have selected Apex Class Action, LLC. to act as
16 the Settlement Administrator, whose final costs are \$43,500. *See* Decl. Nava, ¶ 17; Decl. Rodriguez, ¶
17 23.

18 5. The Parties agree that \$100,000 of the Gross Settlement Amount shall be allocated to
19 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
20 the LWDA and Twenty-Five percent (25%) will be paid to PAGA Employees. *See* Exhibit A, ¶ 5.5.
21 Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts by
22 Defendant to maintain compliant policies and take corrective action, the presence of what may likely be
23 deemed good faith disputes, and the Court's discretion to reduce any penalty award, Plaintiffs believe
24 the \$100,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-
25 compliance given the facts of this case. *See* Decl. Rodriguez, ¶¶ 5-10; *see also Nordstrom Com.*
26 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims
27 based on their being disputed and being part of a class settlement which was evaluated based on the
28 terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at *8 n.2

(E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,00 PAGA settlement allocation where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 U.S. Dist. LEXIS 63514, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 U.S. Dist. LEXIS 8358, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416, *2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880, *34-35 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in a \$3,950,000 settlement even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated value); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at *7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, at *14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, at *1 (N.D. Cal. 2011) (approving PAGA settlement payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement).

6. The Parties agree that up to thirty five percent (35%) of the Gross Settlement Amount (\$718,550) will be paid for Plaintiffs' attorneys' fees incurred in the litigation of this case. Defendant will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2. Additionally, the Parties agree that Plaintiffs will also be entitled to the actual litigation costs which are \$16,831.27. *See Decl. Rodriguez*, ¶ 21.

7. Any allocated amounts under the Agreement for Settlement Administrator Costs, Enhancement Payments, and attorney's fees and costs that are not ultimately awarded by the Court will remain part of the Net Settlement Amount and be paid out to Settlement Class Members on a pro rata

1 basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These amounts will be paid out
2 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶
3 5.1-5.5, 5.11.

4 8. Settlement Class Members who fail to timely opt-out of this settlement will waive all
5 Released Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.29, 1.31, 1.34, 1.36-1.37, 6.1,
6 6.3. PAGA Employees will waive all Released PAGA Claims as set forth in the Agreement regardless
7 of whether they opt out of being a Class Member. *See id.* at ¶¶ 1.30-1.31, 6.2-6.3, 7.5.1.

8 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
9 Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their
10 respective settlement checks within 180 calendar days of issuance, that remaining amount shall be
11 donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the
12 doctrine of *cy pres*. *See id.* at ¶ 5.6. Because the Agreement provides for all funds such that there is no
13 residue, the provisions of California Civil Procedure Code section 384 are inapplicable. *See In re*
14 *Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated beneficiaries clearly
15 promote the law consistent with the objectives and purposes underlying the lawsuit as they are non-
16 profits aimed at assisting employees with wage and hour claims who cannot afford legal representation,
17 including providing representation for employees in wage claims before the California Labor
18 Commissioner. *See id.* at 722-724; *see also* Decl. Rodriguez, ¶¶ 25-35; Decl. Hyun, ¶ 23; Decl. Garay,
19 ¶ 10.

20 **c. Allocation of Settlement Funds**

21 Payment to Participating Class Members and PAGA Employees will not require the submission
22 of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross
23 Settlement Amount any attorneys' fees and costs, Enhancement Payment to the Class Representatives,
24 Settlement Administrator Costs, and PAGA Payment that are approved and/or awarded by the Court.
25 Each Settlement Class Member's share will be determined by dividing their total Qualifying
26 Workweeks within the Settlement Class Period by the total Qualifying Workweeks worked by all
27 Settlement Class Members within the Class Period. That fraction will then be multiplied by the Net
28 Settlement Amount to arrive at the Settlement Class Member's individual share of the Net Settlement

1 Amount. Each PAGA Employee's share of the 25% portion of the PAGA Payment will be determined
2 by dividing their total Qualifying Pay Periods worked within the PAGA Period by the total Qualifying
3 Pay Periods worked by all PAGA Employees within the PAGA Period. That fraction will then be
4 multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Employee's individual
5 share. See Exhibit A, at ¶¶ 1.16, 1.27, 1.28, 5.5, 5.8.

6 **V. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND THE**
7 **SUBSEQUENT CLASS ACTION ADMINISTRATION**

8 Plaintiff's motion for preliminary approval of the class action settlement was approved by the
9 Court on February 28, 2024. To comply with Settlement Class Members' due process rights, the
10 parties enlisted an exhaustive method to ensure the best practical means possible was used to provide
11 notice to the class. The parties provided the Settlement Administrator the names, last known address,
12 and social security numbers for the class. The escalator provision of Paragraph 10.2 was triggered, and
13 Defendant ultimately elected to shorten the End Date as set forth in the Agreement. See Decl. Nava, ¶
14 5; Exhibit A, ¶¶ 1.2, 1.5, 1.6, 1.22, 1.24, 1.34, 10.2; Decl. Rodriguez, ¶ 11. Then, prior to mailing, the
15 Settlement Administrator updated the contact information for Settlement Class Members by doing an
16 address trace for each individual using this information. See Decl. Nava, ¶¶ 6-7. If the notices were
17 returned as undeliverable, further investigation was performed and they were re-mailed using updated
18 information. See *id.* at ¶¶ 8-10. Only 82 of the 5,907 Notice Packets mailed were undeliverable after
19 use of these methods. See *id.* The Notice included information regarding the requested attorneys' fees,
20 costs, payment to the LWDA, administration costs, and tax allocations. See Exh. A to Decl. Nava, ¶ 7.
21 The average distribution to participating class members is approximately \$193.92 and the maximum
22 distribution is approximately \$885.13. See *id.* at ¶ 15. To date, no objections to the preliminarily
23 approved settlement have been made and less than one percent (1%) of Settlement Class Members have
24 opted out. See Decl. Nava, ¶¶ 12-13. Plaintiffs will file a supplemental declaration for the Settlement
25 Administrator prior to the hearing to update the Court on any changes (or lack thereof) regarding any
26 Settlement Class Member responses to the settlement. See Decl. Rodriguez, ¶ 11.

27 The notice procedures used in the administration of the preliminarily approved settlement have
28 complied with Settlement Class Member's due process rights. It is not required that Settlement Class

Members be given actual notice of a class settlement; instead, the best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017); *Walsh v. CorePower Yoga LLC*, 2017 U.S. Dist. LEXIS 163991, at *12-14 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court rejected a class member's argument that he had not received due process because he did not receive notice until after the opt out period, finding that, so long as the notice process utilized is the best practicable under the circumstances, due process is satisfied even if there is no actual receipt of the notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice mailings, the Court in *Rannis v. Recchia*, 380 F. App'x 646 (9th Cir. 2010) found that class members who did not receive actual notice due to their mailings being deemed undeliverable were still properly held to be part of the class settlement because they received the best notice practicable under the circumstances. *See Rannis v. Recchia*, 380 F. App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-984 (2019), the California Supreme Court noted that California has adopted a similar approach regarding providing notice to class members.

The notice method in *Rannis* is similar to that used in the present case. For example, the Notice of Settlement contains all information necessary for a Settlement Class Member to assess the litigation, the settlement, and whether they wanted to participate, object, or opt-out. *See* Exh. A to Decl. Nava. The Settlement Administrator utilized a national change of address database, forwarding notices, and skip tracing in an effort to ensure that all reasonable means were exhausted in attempting to provide Settlement Class Members notice of this settlement. *See* Decl. Nava, ¶¶ 6-10. Additionally, the entire motion for preliminary approval, which included the Agreement and the Notice of Settlement, were available, free of charge, on a web page accessible to all Settlement Class Members. *See id.* The content of the notice provided and the manner in which it was provided to Settlement Class Members was the best practicable notice to satisfy due process.

1 **VI. THE AGREEMENT WARRANTS FINAL APPROVAL AS IT IS FAIR, REASONABLE,**
2 **AND ADEQUATE AS TO ALL SETTLEMENT CLASS MEMBERS BASED ON THE**
3 **FACTS OF THIS CASE**

4 A class action may not be dismissed, compromised, or settled without Court approval and the
5 decision to approve or reject a settlement is committed to the Court's sound discretion. See Cal. Rules
6 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal. App.
7 4th 224, 234-35 (2001); see also Cal. Lab. Code §§ 2699(l)(2). However, "[d]ue regard should be given
8 to what is otherwise a private consensual agreement between the parties. The inquiry 'must be limited to
9 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
10 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole,
11 is fair, reasonable and adequate to all concerned.'" See *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794,
12 1801 (1996); see also *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2009); *In re*
13 *Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th 576,
14 581 (2010). The law favors settlement of lawsuits, particularly class actions and other complex cases
15 where substantial resources can be conserved by avoiding the time, expense, and rigors of formal
16 litigation. See *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117-1118 (2009); *In re*
17 *Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 n.14 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th
18 576, 581 (2010); see also *Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992).

19 **a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness**

20 The purpose of the Court's final evaluation of a proposed class action settlement is to determine
21 only whether it is within the range of reasonableness. See *Wershba*, 91 Cal. App. 4th at 234-35. If the
22 Court finds a proposed settlement falls within "the range of reasonableness," it should grant final
23 approval of the class action settlement. See, e.g., *North County Contr. 's Assn., Inc. v. Touchstone Ins.*
24 *Svcs.*, 27 Cal. App. 4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116,
25 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate
26 include the strength of the plaintiff's case, the risk, expense, complexity and likely duration of further
27 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the

28

¹The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. See *Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
2 presence of a governmental participant, and the reaction of the Settlement Class Members to the
3 proposed settlement. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996). However, this
4 Court should begin its analysis with a presumption that the proposed settlement is fair. “A presumption
5 of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation
6 and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
7 in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

8 **i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length**
9 **Negotiations Between the Parties**

10 Settlement of this case was reached only after substantial litigation and extensive arm’s length
11 negotiations lasting over two (2) years, which included a full day mediation and months of post-
12 mediation negotiations. *See Decl. Rodriguez*, ¶¶ 3, 6-10. At all times, the negotiations were adversarial,
13 although still professional in nature. *See id.*

14 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
15 **Information to Enter Into an Informed and Reasonable Settlement**

16 The Parties were in possession of all necessary information during the negotiations. The Parties
17 engaged in substantial informal discovery, which included all necessary components for evaluating the
18 class claims and creating an accurate damages model. *See id.* at ¶¶ 6-10. Plaintiffs were in possession
19 of this information prior to calculating any damages in this case. *See id.* As a result, Plaintiffs are able
20 to make a reasonable estimation of Defendant’s potential liability. *See id.* For these reasons, the
21 settlement now before the Court was reached at a stage where “the parties certainly have a clear view of
22 the strengths and weaknesses of their cases” sufficient to support the settlement. *See Boyd v. Bechtel*
23 *Corp.*, 485 F.Supp. 610, 617 (N.D. Cal. 1979).

24 **iii. Plaintiffs’ Counsel are Experienced in Similar Litigation**

25 Plaintiffs’ counsel have considerable experience in complex litigation such as class and PAGA
26 actions. *See Decl. Rodriguez*, ¶¶ 13-20; *Decl. Hyun*, ¶¶ 2-19; *Decl. Garay*, ¶¶ 2-6. Thus, Plaintiffs’
27 counsel are qualified to evaluate the class claims, the value of settlement versus moving forward with
28 litigation, and viability of possible affirmative defenses. Plaintiffs’ counsel believe that the Agreement

1 is fair, reasonable, and adequate in light of the risks associated with the claims, the uncertainties of
2 complex litigation, and the secured benefit to Settlement Class Members. *See id.*

3 **iv. No Settlement Class Members Objected and Less Than One Percent Opted Out**

4 The reaction by Class Members to the Agreement and all the terms and allocations stated
5 therein is overwhelmingly positive. To date, zero Settlement Class Members have objected to any
6 aspect of the Agreement and less than one percent (1%) have opted out. *See* Decl. Nava ¶¶ 11-12. This
7 provides strong evidence that the settlement is fair, reasonable, and adequate. *In re Heritage Bond*
8 *Litig.*, 2005 WL 1594403, at *10 (“It is established that the absence of a large number of objectors to a
9 proposed class action settlement raises a strong presumption that the terms of a proposed class
10 settlement action are favorable to the class members”); *Nat’l Rural Telecommunications Coop. v.*
11 *DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (“That unanimous, positive reaction to the
12 Proposed Settlement is compelling evidence that the Proposed Settlement is fair, just, reasonable, and
13 adequate”).

14 **v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
15 **Plaintiffs’ Case and the Risks and Costs of Further Litigation**

16 Plaintiffs’ claims and the ability to obtain and maintain certification all the way through trial
17 were heavily disputed by Defendant. *See* Decl. Rodriguez, ¶¶ 5-9. Based on the records and facts of
18 this case, Plaintiffs have secured a gross recovery that ranges between approximately 14% and 169% of
19 the realistic range of recovery for the asserted claims. *See id.* at ¶¶ 9-10. The net recovery represents
20 between approximately 8% to 94% of the realistic range of recovery for the asserted claims. The
21 average net recovery is approximately \$193.92, and the highest is approximately \$885.13. *See* Decl.
22 Nava, ¶ 15.

23 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
24 percentile ranges of the total available damages that have been approved in other class settlements. *See*
25 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
26 (1990); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
27 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
28 settlement of 6% of maximum potential recovery after reduction for attorney’s fees was higher than

1 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
2 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017)
3 (approving a settlement where the net recovery to Settlement Class Members was approximately 7.5%
4 of the projected maximum recovery amount); *Avila v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS
5 130878 (E.D. Cal. 2017) (approving a settlement with a gross recovery of 11% of the projected
6 maximum damages available and a net recovery of approximately 6.7% of the projected maximum
7 recovery); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal. 2015) (approving a
8 settlement where the gross recovery was approximately 8.5% of the projected maximum recovery);
9 *Schiller v. David's Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012) ("Settlement
10 Class Members will receive an average of approximately \$198.70, with the highest payment to a Class
11 Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
12 highlighted by the fact that there was no objection to the settlement amount or the attorneys' fees
13 requested."); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) ("the
14 results achieved in this case were very favorable. Settlement Class Members are provided with
15 immediate monetary relief, with an average award of around several hundred dollars and a minimum
16 award of \$50").

17 **vi. The Proposed Settlement is a Reasonable Compromise of Claims**

18 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
19 information be presented in class action settlements "to ensure that the recovery represents a reasonable
20 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
21 risks and expenses of attempting to establish and collect on those claims by pursuing the
22 litigation" *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
23 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
24 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
25 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
26 prevailed on all the claims, provided there is a record that allows "an understanding of the amount that
27 is in controversy and the realistic range of outcomes of the litigation." *Id.* at 409.

1 Plaintiffs have thoroughly set forth the realistic range of outcomes in this litigation as well as
2 the data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 9-10. The record
3 demonstrates that the compromises made by Plaintiffs were reasonable and have resulted in a
4 settlement with recovery percentage well within the range of what has been found to be sufficient in
5 several other cases. *See, supra*, Section VI.a.v; *see also* *Linney v. Cellular Alaska P'ship*, 151 F.3d
6 1234, 1242 (9th Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the
7 potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate
8 and should be disapproved”); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In
9 fact there is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth
10 or even a thousandth part of a single percent of the potential recovery”).

11
12 **vii. The Enhancement Payment to the Named Plaintiffs for Plaintiffs’ Services
to the Putative Class Is Reasonable and Routinely Awarded by Courts**

13 The Enhancement Payment to the named Plaintiffs is intended to recognize the time and effort
14 expended on behalf of the class. Indeed, Courts routinely approve enhancement payments to
15 compensate named plaintiffs for the services they provide and the risks they incurred during the course
16 of the class action litigation. *See Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001).
17 In *Ingram*, the Court approved enhancement payments of \$300,000.00 to each named plaintiff in
18 recognition of the services they provided to the class by responding to discovery, participating in the
19 mediation process, and taking the risk of stepping forward on behalf of the class. *See Id.* at 694; *see*
20 *also Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00
21 enhancement payment); *West v. Circle K Stores, Inc.*, 2006 U.S. Dist. LEXIS 76558, at *7-*8, *12, *27
22 (E.D. Cal. 2006) (awarding a \$15,000 representative enhancement where 10,000 Settlement Class
23 Members were to receive a gross award of approximately \$500 each from the \$5,000,000 settlement);
24 *Dent v. ITC Serv. Croup*, 2013 U.S. Dist. LEXIS 139359, at *9-*10, *15-*16 (D. Nev. 2013) (awarding
25 a \$15,000 representative enhancement out of a \$150,000 settlement for approximately 530 Settlement
26 Class Members).

27 In this case, Plaintiffs provided and explained documents, being available at all times to discuss
28 the case with Plaintiffs’ counsel. *See* Decl. Rodriguez, ¶ 7; Decl. Hyunh, ¶ 20; Decl. Garay, ¶ 7; Decl.

Sanchez, ¶¶ 5-8; Decl. Ramirez, ¶¶ 4-8. Plaintiffs spent a significant amount of time pursuing this litigation for the benefit of all Settlement Class Members. *See id.* Plaintiffs brought this action knowing there would be a delay in any payment as the litigation progressed, rather than proceeding on individual claims in front of the California Labor Commissioner. *See id.* Additionally, Plaintiffs agreed to a general release of claims pursuant to Code of Civil Procedure section 1542. *See* Exhibit A, ¶¶ 1.4, 6.4. Payment of \$15,000.00, each, to Plaintiffs is appropriate given the risk, assistance, time required in bringing this case and resolution of this case.

viii. Awarding Attorneys’ Fees as a Percentage of the Common Fund Is Reasonable and Customarily Approved by Courts

California state and federal courts have recognized that when a litigant’s efforts create or preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally among all the beneficiaries to compensate those who created the fund. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375 (1970); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291 (11th Cir. 1999); *see also Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016). The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to “spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone.” *Vincent*, 557 F.2d at 769; *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1977). California state courts have approved use of a percentage of the fund to calculate reasonable attorney fee awards where the amount of the settlement is certain or is an easily calculable sum of money. *See Dunk*, 48 Cal. App. 4th at 1808.

The Ninth Circuit has also held that the common fund doctrine applies when: (1) the class of beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the fee can be shifted with some exactitude to those benefitting. *See Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989). These criteria are “easily met” when “each member of a certified class has an undisputed and mathematically ascertainable claim to part of a lump-sum settlement recovered

on her behalf.” *Id.* at 271 (citations omitted). Under the three (3) factors set forth in *Paul, Johnson, Alston & Hunt*, the common fund doctrine applies in this case because there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits can be accurately traced to the settlement Plaintiffs and Plaintiffs’ counsel were able to negotiate on behalf of the class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common fund. As set forth in the fee award examples provided below for the Court’s reference, it is an accepted practice in wage and hour class action settlements to award attorneys’ fees based on a percentage of the common fund. *See, e.g., Staton v. Boeing Co.*, 327 F.3d 938, 967-972 (9th Cir. 2003); *Sanders v. City of Los Angeles*, 3 Cal.3d 252, 261, 263 (1970); *Wershba*, 91 Cal. App. 4th at 254; *Bell v. Farmers Ins. Exchange*, 115 Cal. App. 4th 715, 726, 765 (2004).

Historically, attorneys’ fee awards in common fund cases in general range from 20% to 50% of the fund, depending on the circumstances of the case. *See Newberg on Class Actions*, (3rd Ed.), 1992, §14.03 (finding 50% to be the upper limit). Awards ranging between 30% and 40% of the fund are generally approved as reasonable in wage and hour settlements below \$10 million:

More particularly, courts may award attorneys fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million. *See Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-492 (E.D. Ca. 2010) (citing to five recent wage and hour class actions where federal district courts approved attorney fee awards ranging from 30 to 33%); *Singer v. Becton Dickenson and Co.*, 2010 U.S. Dist. LEXIS 53416, 2010 WL 2196104, *8 (S.D. Ca. June 1, 2010) (approving attorney fee award of 33.33% of the common fund and holding that award was similar to awards in three other wage and hour class action cases where fees ranged from 33% to 40%); *Romero v. Producers Dairy Foods, Inc.*, 2007 U.S. Dist. LEXIS 86270, 2007 WL 3492841 (E.D. Ca. Nov. 14, 2007).

See Martin v. Ameripride Servs., 2011 U.S. Dist. LEXIS 61796 at *22-23 (S.D. Cal. 2011). Plaintiffs’ request of thirty-five percent (35%) of the settlement sum for attorneys’ fees is within established rates for fee awards in class settlements pursuant to the common fund doctrine, especially in light of the excellent results achieved in this case. *See id.*; *Birch v. Office Depot, Inc.*, USDC Southern District, Case No. 06cv1690 DMS (WMC) (awarding 40% fee on a \$16 million wage and hour class action settlement); *Rippee v. Boston Mkt. Corp.*, USDC Southern District, Case No. 05cv1359 BTM (JMA) (awarding a 40% fee on a \$3.75 million wage and hour class action settlement). To determine whether a percentage is reasonable, a court should consider: (1) the percentage that would likely be negotiated

1 between parties in a similar case; (2) the percentage applied in other class actions; (3) the quality of
2 class counsel; (4) the size of the award; and (5) whether there are any objections by class members. *See*
3 *In re Ikon Office Solutions, Inc. Secur. Litig.*, 194 F.R.D. 166, 193 (E.D. Pa. 2000); *In re Heritage Bond*
4 *Litig.*, 2005 WL 1594403, at *21 (C.D. Cal. June 10, 2005) (“the absence of objections or disapproval
5 by class members to class counsel’s fee request further supports finding the fee request reasonable”).

6 These factors support Plaintiffs’ request for reasonable attorneys’ fees. The typical percentage
7 negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation
8 depending on the complexity of the case. In class action litigation, the typical percentage negotiated
9 between parties ranges from thirty to forty percent (30% to 40%) based on the same factors. Plaintiffs’
10 request of 35% falls within these typical fee arrangements. *See* Decl. Rodriguez, ¶ 21. The quality of
11 counsel and the average size of settlement payments to Class Members and Aggrieved Employees
12 (\$193.92) also support the fee request when compared to other settlements courts have considered as
13 good results. *See Schiller v. David’s Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal.
14 2012) (“Class Members will receive an average of approximately \$198.70, with the highest payment to
15 a Class Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
16 highlighted by the fact that there was no objection to the settlement amount or the attorneys’ fees
17 requested.”); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) (“the
18 results achieved in this case were very favorable. Class members are provided with immediate
19 monetary relief, with an average award of around several hundred dollars and a minimum award of
20 \$50”). Plaintiffs’ requested costs (\$16,831.27) should also be awarded as they were necessary to
21 prosecute this litigation for the benefit of all Settlement Class Members. *See* Exhibit D; Decl.
22 Rodriguez, ¶ 21; Exh. A to Decl. Huyn; Exh. A to Decl. Garay. The \$43,500 in Settlement
23 Administrator Costs is also less than the \$50,000 provided for in the Agreement. Exhibit A, ¶ 5.3. As
24 noted above, there have been no objections raised to the Agreement or any term or allocation therein
25 whatsoever. *See* Decl. Nava, ¶ 12; *See In re Heritage Bond Litig.*, 2005 WL 1594403, *21 (“The
26 absence of objections or disapproval by class members to Class Counsel’s fee request further supports
27 finding the fee request reasonable”). Thus, the amounts requested for attorney’s fees and costs,
28 Enhancement Payments, and Settlement Administrator Costs should be approved.

1 **b. Certification of the Class is Appropriate**

2 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
3 defined community of interest in the questions of law and fact involved affecting the parties to be
4 represented.” *Dunk*, 48 Cal. App. 4th at 1806. The “community of interest” element “embodies three
5 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
6 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
7 Here, the Court conditionally certified the settlement class on February 28, 2024, and nothing has
8 happened in the interim that would warrant changing that decision. *See Garcia v. City of King City*,
9 2017 WL 363257, *4 (N.D. Cal. 2017); *Messineo v. Ocwen Loan Servicing, LLC*, 2017 WL 733219, *4
10 (N.D. Cal. 2017). Here, the Parties agree that, for the purposes of settlement, these prerequisites are
11 met. *See Exhibit A.*

12 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

13 The proposed settlement class is ascertainable because all putative Settlement Class Members
14 can be readily identified through employee personnel and payroll files. *See Noel v. Thrifty Payless*,
15 *Inc.*, 7 Cal.5th 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v.*
16 *Dynamex, Inc.*, 166 Cal. App. 4th 1325, 1334 (2008). The numerosity requirement is met because there
17 are 5,900 Participating Class Members, which makes joinder of all members impracticable. *See Gay v.*
18 *Waiters’ & Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531 (9th Cir.
19 1982); *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no set minimum to meet the
20 numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these
21 requirements are satisfied.

22 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

23 The commonality requirement is met when there are questions of law or fact regarding the class
24 as a whole. *See Hanlon*, 150 F.3d at 1019. Commonality requires only that some common legal or
25 factual questions exist; Plaintiffs need not show that all issues in the litigation are identical. *See*
26 *Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d
27 447, 460 (1974). Common questions of law or fact must also predominate over individual questions
28

1 and class-wide treatment of a dispute must be superior to individual litigation.² See *Richmond*, 29
2 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication
3 by representation. See *Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the
4 named representative are typical of those of the class, though “they need not be substantially identical.”
5 *Id.* at 1020; *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47 (1983).

6 The common questions of law and fact in this case stem from Plaintiffs’ contention that
7 Defendant violated California law by 1) failing to properly incorporate the value of nondiscretionary
8 bonuses into Plaintiff’s and Settlement Class Members’ regular rates of pay for the purpose of
9 calculating overtime wages, meal and rest period premiums, and paid sick time, 2) failing to provide
10 meal periods in compliance with California law due to rounding and/or failing to relieve employees of
11 all duties, 3) failing to provide rest periods in compliance with California law, 4) failing to pay
12 employees for all hours worked due to rounding and clock in procedures, 5) failing to maintain
13 accurate records of Plaintiff and Settlement Class Members’ hours worked, 6) failing to pay
14 reimbursements for work-related cell phone use, 7) imposing systematic quota and production demands
15 on Plaintiffs and Settlement Class Members which violated the rights of employees pursuant to Labor
16 Code sections 2100 et seq., such as Plaintiffs’ and Settlement Class Members’ rights to lawful meal
17 periods, rest periods, bathroom breaks, and exposing them to safety hazards, 8) failing to pay putative
18 Settlement Class Members for the time waiting before being able to clock in for their shifts, 9)
19 unlawfully deducting wages from Plaintiffs and Settlement Class Members by regularly directing them
20 to return to work during their meal periods while clocked out for their meal periods, and 10) failing to
21 accurately itemize the hours and wages earned on paystubs issued to Settlement Class Members. See
22 Exhibit B. The waiting time penalties, unfair competition, and PAGA claims are derivative of these
23 violations. See *id.* Plaintiffs and the Settlement Class Members seek the same remedies under state
24 law. Under these specific circumstances, the commonality and predominance requirements are
25 satisfied. Regarding the typicality requirement, Plaintiffs contends they suffered from the same
26 unlawful policies, treatment, and circumstances as Settlement Class Members did, will request the same

27
28 ²When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. See *Amchem Products v. Windsor*, 521 U.S. 591 (1997).

remedies, and will rely on the same methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also satisfied for settlement purposes.

iii. The Adequacy Requirement is Met

The adequacy of representation requirement is met if the named representative and counsel have no interests adverse to those of the putative Settlement Class Members and are committed to vigorously prosecuting the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement, Plaintiffs and the putative Settlement Class Members will receive a pro rata share of the settlement based on the number of workweeks they worked for Defendant. *See Exhibit A.* Finally, any settlement class member who wished to opt-out of the settlement was able to do so, and he or she was also able to dispute the number of workweeks stated in the Notice of Settlement.

There is no conflict of interest between Plaintiffs and Settlement Class Members. Plaintiffs and Plaintiffs' counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class. Plaintiffs' counsel, with Plaintiffs' assistance, thoroughly investigated the claims made in this case by speaking with Plaintiffs and reviewing substantial amounts of documents. Plaintiffs' counsel thereafter engaged Defendant's counsel in settlement discussions over the course of over two (2) years of litigation. Moreover, Plaintiffs' counsel have experience defending and bringing wage and hour claims. Because Plaintiffs' counsel has vigorously pursued Plaintiffs' and the Settlement Class Members' claims, the adequacy requirement is met. *See generally* Decl. Rodriguez.

VII. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that this Court certify the class for settlement purposes; grant final approval of the proposed settlement; including the Plaintiffs' Class Representatives Enhancement Payment, the Settlement Administrative Costs, the payment to the LWDA under PAGA, and Class Counsels' application for reasonable attorneys' fees and costs; find that the Notice of Settlement and the administration process satisfied Settlement Class Members' due process rights; and approve proposed order submitted concurrently herewith.

Shimoda & Rodriguez Law, PC

Dated: July 29, 2024

By: _____



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[additional parties continued on next page]

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-11106

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

CLASS ACTION

**DECLARATION OF JUSTIN P.
RODRIGUEZ IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 22, 2024

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Robert T. Waters

Filed: December 7, 2021

FAC Filed: February 14, 2022

SAC Filed: March 29, 2023

TAC Filed: September 19, 2023

Trial Date: None Set

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15 Attorneys for Plaintiff GRISELDA RAMIREZ

16 individually and on behalf of similarly situated employees

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Elizabet Sanchez. I am making this declaration on
4 behalf of the named Plaintiffs Elizabet Sanchez and Griselda Ramirez, the Settlement Class Members,
5 and in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement
6 ("Motion"). A true and correct copy of the Joint Stipulation Regarding Class Action and PAGA
7 Settlement and Release ("Agreement") in this matter is filed with this Motion as Exhibit A.

8 2. The Agreement before the Court is the result of extensive litigation across two (2)
9 different cases. The cases include the present action, *Sanchez, et al. v. Pacific Coast Producers*, San
10 Joaquin County Superior Court, Case No. STK-CV-UOE-2021-11106, filed December 7, 2021,
11 ("*Sanchez Action*"); and *Ramirez v. Pacific Coast Producers*, San Joaquin County Superior Court, Case
12 No. STK-CV-UOE-2022-0010664, filed November 18, 2022, ("*Ramirez Action*"). The named
13 plaintiffs in each of these actions, Elizabet Sanchez, and Griselda Ramirez, (collectively referred to
14 "Plaintiffs" or "Class Representatives"), and Pacific Coast Producers ("Defendant") agreed to
15 consolidate the claims into one operative pleading in this case to ensure an efficient settlement review
16 process that would minimize potential confusion by Settlement Class Members from multiple approval
17 motions, each with their own response deadlines and response procedures. Accordingly, Plaintiffs filed
18 a Third Amended Complaint on September 19, 2023. This case is a wage and hour class action based
19 on Plaintiffs' contentions that Defendant Pacific Coast Producers violated California law by 1) failing
20 to properly incorporate the value of nondiscretionary bonuses into Plaintiff's and Settlement Class
21 Members' regular rates of pay for the purpose of calculating overtime wages, meal and rest period
22 premiums, and paid sick time, 2) failing to provide meal periods in compliance with California law due
23 to rounding and/or failing to relieve employees of all duties, 3) failing to provide rest periods in
24 compliance with California law, 4) failing to pay employees for all hours worked due to rounding and
25 clock in procedures, 5) failing to maintain accurate records of Plaintiff and Settlement Class
26 Members' hours worked, 6) failing to pay reimbursements for work-related cell phone use, 7) imposing
27 systematic quota and production demands on Plaintiffs and Settlement Class Members which violated
28 the rights of employees pursuant to Labor Code sections 2100 *et seq.*, such as Plaintiffs' and Settlement

Class Members’ rights to lawful meal periods, rest periods, bathroom breaks, and exposing them to safety hazards, 8) failing to pay putative Settlement Class Members for the time waiting before being able to clock in for their shifts, 9) unlawfully deducting wages from Plaintiffs and Settlement Class Members by regularly directing them to return to work during their meal periods while clocked out for their meal periods, and 10) failing to accurately itemize the hours and wages earned on paystubs issued to Settlement Class Members. Plaintiffs also alleged liability for civil penalties under the Private Attorneys General Act (“PAGA”). The PAGA, waiting time penalty, wage statement violation, and unfair competition claims were derivative of these violations.

3. Plaintiffs are the only named representatives in this matter. From our initial investigations of Plaintiff’s Elizabet Sanchez claims and documents, we believed these claims had merit and could be maintained as a class action. Plaintiffs exhausted administrative remedies through the Labor and Workforce Development Agency (“LWDA”) prior to amending the Complaint to add a PAGA claim. Plaintiff Elizabet Sanchez sent notice on November 24, 2021, and further amended notices on March 20, 2023, and June 29, 2023. Plaintiff Griselda Ramirez sent notice on November 10, 2022, and a further amended notice on April 13, 2023. True and correct copies of the operative notices filed with the LWDA are being filed with this Motion as Exhibit C. Plaintiffs provided facts and the legal bases for their claims within the notices to the LWDA on all violations asserted under the PAGA cause of action. A copy of the notices were also sent to Defendant via certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There was no response by the LWDA regarding its intent to investigate the claims alleged in Plaintiffs’ notices for more than 65 days. As such, Plaintiffs became authorized to commence a civil action under the PAGA. Copies of the complaints containing the PAGA claims in each of the two (2) cases were uploaded to the LWDA, including the operative Complaint in this case on September 20, 2023. A true and correct copy of Plaintiffs’ operative Complaint is filed with this Motion as Exhibit B.

4. Currently, there is no date set for a motion to certify the class and there is no trial date.

5. Defendant is represented in this matter by Elizabeth Staggs-Wilson, and John H. Adams, Jr. of Littler Mendelson, P.C. From the beginning, Defendant has contested the merits of this case, the suitability of the case for class action or representative treatment, the manageability of the case at trial,

1 and Plaintiffs' ability to prove a violation in each pay period for each employee among other defenses
2 and contentions they made challenging the propriety of this action. Defendant further contended, even
3 assuming there was a finding supporting the imposition of PAGA penalties, that the Court would likely
4 exercise its discretion to substantially reduce any such penalties owed based on evidence of good faith
5 attempts to comply with California Labor Code obligations by Defendant. Notwithstanding its
6 agreement to settle this matter, Defendant believe the practices Plaintiffs are contending are unlawful
7 either do not exist or, to the extent they do exist, fully comply with all state and federal employment
8 laws with respect to Plaintiffs and Settlement Class Members. Also, Defendant has contended that this
9 matter is not appropriate for class certification outside of this proposed class settlement.

10 6. Based on the expected testimony from Plaintiffs, Settlement Class Members, and
11 Defendant's former managerial employees, a review of Defendant's policies and procedures and other
12 documents relating to the alleged claims, information on the number of Settlement Class Members,
13 Settlement Class Members' dates of employment, and all available time and payroll data for every
14 Settlement Class Members, the scope of the potential damages to Plaintiffs and Settlement Class
15 Members in light of the claims alleged, the uncertainty in the law with regard to certification, and the
16 negotiations that have taken place, I am convinced that the proposed settlement is in the best interest of
17 the class. The length and risks of trial and other normal perils of litigation that impact the value of the
18 claims were also considered and weighed in reaching the Agreement. In addition, I carefully considered
19 the prospect of potential class certification issues as well as the uncertainty of class certification, the
20 difficulties of complex litigation, and the lengthy process of establishing specific damages and various
21 possible delays and appeals in agreeing to the proposed settlement. I further considered the fact that
22 penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiffs were
23 successful on proving those claims and there was risk that a Court could find no willfulness in the failure
24 to pay wages at separation, which would eliminate the value of the waiting time penalty claim entirely.
25 Overall, I believe it is more beneficial to secure a guaranteed benefit to the class now rather than to
26 proceed with litigation and potentially obtain zero funds to the class due to legal or factual issues in the
27 case.

1 7. My office, including my partner, Galen T. Shimoda, my former associate Jessica L. Hart,
2 my associate, Renald Konini, our paralegal, and myself, along with Plaintiffs' assistance, thoroughly
3 investigated the merits of the claims and potential damages for such claims. The parties engaged in
4 informal discovery and exchange of documents, including employee data, such as timecard data,
5 paystubs, payroll data and relevant policies for the entirety of the statute of limitations applicable to the
6 alleged claims. We also performed investigations independent of the discovery exchange, including
7 several public records requests to the California Labor Commissioner and Department of Labor,
8 reviewing collective bargaining agreements related to potential exemptions to the claims at issues,
9 interviewing class members and former managerial employees of Defendants. The discovery covered
10 all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and
11 configuration of Settlement Class Members, the content and implementation of the wage and hour
12 policies at issue, issues relating to manageability concerns at trial, among other relevant areas. My office
13 received payroll history and timekeeping data for all Settlement Class Members at the time. This
14 included approximately 26 excel files, each of which contained anywhere from 500,000 to just over 1
15 million rows and 12 to 26 columns of data per excel sheet tab within each file. Within each file there
16 were also multiple tabs/sheets. In performing the calculations and analysis, these spreadsheets had to be
17 cross-referenced multiple times to distill the necessary information relating to each of Plaintiffs causes
18 of action. This was an incredibly difficult and time-consuming process. From this production we were
19 able to determine information critical to a reliable damages analysis such as the average hourly rate,
20 average daily hours worked, average number of workweeks and pay periods that had potential violations
21 based on the asserted claims, the frequency with which violations occurred in a given week and/or pay
22 period, differences between recorded actual hours worked and hours actually paid based on rounding,
23 and the number of former employees. This information allowed my office to assess both liability and
24 damages and create an accurate damages model. Plaintiffs assisted in all aspects of this litigation
25 including providing factual information relating to Plaintiffs' and Settlement Class Members'
26 employment conditions, providing a substantial number of documents, and answering questions
27 regarding Defendant's factual contentions in this matter. This was important because it directly related
28

1 to our ability to maintain this case as a class action and our ability to obtain a favorable settlement for
2 the class.

3 8. Throughout this litigation our office had numerous communications with Defendant's
4 Counsel discussing our respective positions. The parties engaged in mediation on June 26, 2023, using
5 an experienced mediator, Hon. Ann I. Jones (Ret). It was only after more than two (2) years of
6 extensive, arm's length negotiations that the parties were able to reach a settlement, which only occurred
7 after a full-day mediation and months of post-mediation negotiations working out the additional details
8 of the settlement. The negotiations were at all times contentious and adversarial, though still
9 professional in nature.

10 9. The following represents the potential maximum recovery for each of Plaintiffs' claims
11 based on my office's analysis of Defendant's relevant policies and the data produced by Defendant,
12 including the Settlement Class Members' time and payroll records. There were 342,079 workweeks in
13 the Class Period, 134,887 PAGA pay periods, an average base hourly rate of \$22.43 and an average
14 overtime rate of \$33.65:

- 15 a) Unpaid Minimum Wages: This claim is based on allegations that Defendant did not pay
16 Plaintiffs and Settlement Class Members for all hours worked due to rounding practices,
17 off-the-clock work, including time spent waiting to clock in before the start of the shift
18 due to temperature checks and/or performing pre-shift work, and/or work during meal
19 periods. The maximum damages for this claim, based on the average unpaid hours
20 worked per week (0.65) and the \$13.00 weighted average minimum wage for the claim
21 period, is \$2,890,567.55, which is comprised entirely of liquidated damages.¹ This
22 amount does not take into account any potential risks with respect to Plaintiffs proving
23 the merits or damages, which was heavily disputed by Defendant. Defendant contended
24 that only 0.44% of shifts were affected by rounding, resulting in minimal, if any
25 exposure on the claim assuming rounding was unlawful, which was also heavily
26 disputed. Defendant also maintained policies requiring employees to record all hours

27
28 ¹ Because Plaintiffs' calculations have assumed that all unpaid hours worked are also overtime hours, only liquidated
damages are considered for the value of this claim to avoid duplication of remedies. All unpaid wages due to unpaid hours
worked are accounted for in the overtime calculation.

1 worked accurately and prohibiting any off-the-clock work. Defendant required
2 employees and supervisors to verify the accuracy of time records if corrections or
3 modifications were made to the time records. While we believed the percentage of
4 affected shifts was much higher, there was a very small, net amount of unpaid time per
5 time punch based on all available time records for all the Settlement Class Members.
6 After comparing actual time punches versus the rounded time, the average amount of net
7 unpaid time was approximately 1 minute and twenty seconds per time punch. Based on
8 an average of 4 time punches a day (start of workday, out for lunch, in from lunch, and
9 end of workday), this equated to an average of 4.8 minutes per day based on rounding
10 recorded hours worked. Upon further review of the meal period time records, it did not
11 appear that meal periods clock-in and clock-out times were rounded in any respect,
12 eliminating that category of time. With respect to the time spent during temperature
13 checks and other pre-shift work, this added an average of approximately 10-15 minutes
14 per week. The amount of time spent waiting to clock in and/or performing work before
15 clocking in varied substantially and typically ranged from 2-3 minutes per shift
16 depending on the shift and staggering of employees in response to COVID 19 protocols.
17 In total, we calculated the net amount of unpaid time per week at approximately 0.65
18 hours. However, because just under half of this category of time was due to COVID 19
19 protocols, this is likely an overestimation of the unpaid hours worked per week as
20 COVID 19 was not present for the entire claim period. Thus, the total amount of unpaid
21 time would likely be much lower. Finally, there is a split of authority regarding whether
22 or not rounding is permissible, and the issue is currently pending before the California
23 Supreme Court. *Compare See's Candy Shops, Inc. v. Sup. Ct.*, 210 Cal.App.4th 889,
24 907 (2012) (holding California law allows rounding of employee work time if the policy
25 is neutral on its face and as applied, even if some employees ultimately are not paid for
26 all time they have actually worked) *with Camp v. Home Depot U.S.A., Inc.*, 84
27 Cal.App.5th 638 (2022) (finding rounding disallowed where employer was able to easily
28 track the actual hours worked) *review granted*. Because a good faith dispute would

eliminate liability for liquidated damages for unpaid minimum wages, it is unlikely that any liquidated damages would be awarded based on the factual and legal disputes identified above. See Cal. Lab. Code § 1194.2(b). Thus, I believe the more likely recovery for this claim is **\$0.00**.

b) Overtime Wages: This claim was based, in part, on the same legal and factual bases as the minimum wage claim, *i.e.* failure to pay for all hours worked due to rounding practices, off-the-clock work, including time spent waiting to clock in before the start of the shift due to temperature checks and/or performing pre-shift work, and/or work during meal periods. The maximum damages for this claim, based on the average unpaid overtime hours worked per week (0.65) and the \$33.65 average overtime rate of pay, is \$7,481,011.17. However, because it is based on the same legal and factual bases as the minimum wage claim, it is also subject to all the same factual and legal risks as the minimum wage claims. Thus, putting aside the legal risks associated with the claim, the more likely maximum damages for this theory of liability is approximately \$5,035,360.12, which accounts for the more limited time frame in which unpaid hours worked occurred due to COVID 19 protocols. Again, there is a split of authority on the legality of rounding, which could result in zero liability if the California Supreme Court finds rounding is lawful under California law.

The second basis for liability under the overtime claim is Plaintiffs' contention that Defendant failed to incorporate the value of non-discretionary remuneration paid in addition to the base hourly rate (*i.e.* annual production bonuses, pack bonuses, referral bonuses, shift differentials, and other similar payments) into the regular rate of pay for overtime and other premium payment purposes. Based on the Settlement Class Members' time and payroll data, the annual production bonus was paid approximately 704 times, resulting in an average of \$48.31 in unpaid overtime per year, per instance. The remaining pack bonuses, referral bonuses, and shift differentials that were earned in pay periods that also included overtime affected approximately 5.4% of all pay periods. The average unpaid overtime differential due to the regular rate of pay was

1 approximately \$0.85 per hour. The average unpaid double time differential due to the
2 regular rate of pay issue was approximately \$1.70 per hour. There was an average of
3 5.03 overtime hours and 0.1 double time hours worked per pay period. In total, this
4 resulted in approximately \$114,075.75 in unpaid overtime and double time premiums
5 under this theory of liability. Combined, and accounting for the legal and factual risks
6 associated with the claim, I believe the more realistic range of recovery for the overtime
7 claim is between **\$114,075.75** and **\$5,149,435.86**;

8 c) Meal Periods: This claim was primarily based on allegations that Defendant's time
9 records demonstrated the failure to provide compliant meal periods, including that
10 Defendant rounded employees' clock-in and clock-out records for meal periods.
11 However, it was also based on allegations that Defendant did not authorize and permit
12 Plaintiff and Settlement Class Members to take all meal periods owed to them due to
13 work demand and production quotas. The total maximum exposure for this claim is
14 approximately \$7,672,831.97 based on the average rate of pay and assuming Settlement
15 Class Members suffered at least 1 meal period violation per week. However, this
16 amount does not take into account the legal and factual risks associated with the claim.
17 As noted above, review of the time records did not show that meal period clock-in and
18 clock-outs were being rounded, eliminating that basis of liability for this claim.
19 Additionally, the time records showed just under 1% of all shifts having a unique meal
20 period violation, whether based on the failure to receive a meal period when working
21 more than 5 hours, the failure to receive a first meal period before the end of the fifth
22 hour worked, or the failure to receive a second meal period if working more than 12
23 hours. Defendant also paid meal period premiums on numerous occasions, further
24 reducing the number of meal period violations at issue. Based on 1% violation rate and
25 extent of meal period premiums already paid by Defendant, a more realistic range of
26 recovery for this claim is between **\$287,000** and **\$390,000**. Even this number does not
27 account for the legal risks associated with certifying a meal period claim and
28

1 establishing liability, especially where, as here, Defendant's meal period policy is
2 facially valid;

3 d) Rest Breaks: This claim was based on similar allegations to the meal period claim
4 except that Plaintiff also asserted that Defendant's rest period policy was faulty because
5 it did not include "*major fraction thereof*" in the rest period policy authorizing language.
6 Because the underlying facts and legal basis supporting this claim are similar to those
7 for the meal periods, it is subject to many of the same risks. The total maximum
8 exposure for this claim is approximately \$7,672,831.97, based on the average rate of pay
9 and assuming Settlement Class Members suffered at least 1 rest period violation per
10 week. Unlike the meal period claim, Plaintiffs are not able to benefit from the
11 presumption no lawful rest periods were taken because there is no legal requirement for
12 an employer to document rest periods in an employee's time records. Although the
13 "major fraction thereof" language was missing from the rest period policy, this basis for
14 liability affected a relatively small number of shifts. Less than 0.5% of all shifts were
15 between 3.5 and 4 hours, between 6 and 8 hours, and/or between 10 and 12 hours
16 worked, and it was only those shifts that would have served the basis for damages on a
17 *major fraction thereof* theory of liability. Outside of a defective policy, it is very
18 difficult to certify a rest period claim for liability and a substantial risk for being able to
19 prove liability. Based on the 0.5% violation rate in the time records, a more realistic
20 recovery for this claim is approximately **\$191,820.80**;

21 e) Reimbursement: This claim is based on the contention that Defendant failed to pay
22 Plaintiffs and Settlement Class Members for work-related cell phone use even though
23 Plaintiffs and Settlement Class Members regularly used their personal cellphones for
24 work to speak with and receive calls from management. Based on the number of
25 workweeks, an average of 25% work use of the personal cell phone, and assuming an
26 average cost of \$100 per month, the maximum amount of potential damages for this
27 claim is \$1,973,532.69. This amount does not take into account any potential risks
28 associated with this claim. Defendants heavily disputed whether use of personal cell

phones were required given the presence of company phones available on premises as well as other alternative communication devices. Furthermore, although the calculation assumed each and every person maintained an independent plan at a base rate of \$100 per month, it is likely that a substantial number of Settlement Class Members maintained additional lines on an existing plan, which is more typically \$30-\$60 per months rather than \$100 per month. Taking these factors into account, a more realistic range of recovery for this part of the claim is between **\$0** and **\$1,282,664.68**;

- f) Sick Time: This claim is based on the same factual and legal bases as Plaintiffs' overtime regular rate claims, *i.e.* that Defendant failed to incorporate the value of non-discretionary remuneration paid in addition to the base hourly rate (*i.e.* annual production bonuses, pack bonuses, referral bonuses, shift differentials, and other similar payments) into the regular rate of pay for sick leave wage payment purposes. The maximum exposure for this claim is approximately \$22,471.68. This amount does not take into account the potential risks associated with this claim on the merits and in proving damages. Defendants contested whether all the payments Plaintiffs utilized in their calculations were non-discretionary, which had a substantial impact on the potential value of this claim. For example, the annual production bonus covered a large period of time and, as a result, had the widest impact in triggering regular rate of pay adjustments for any and all premium pay within the year. Sick leave wage payments were almost exclusively affected by the annual production bonuses rather than the other types of payments we contended also affected the regular rate of pay. As a result, if the Court found the annual production bonus payments were discretionary, this would nearly eliminate this category of damages. Taking these factors into account, a more realistic range of recovery for this part of the claim is between **\$500** to **\$22,471.68**;
- g) Wage Statement Violations: This claim is derivative of Plaintiffs' overtime, minimum wage, and meal and rest period claims. Based on the number of pay periods at issue and the statutorily set \$50 for initial violations, the maximum exposure for this claim is \$6,744,350. Based on our research, we did not find any prior Labor Commissioner or

1 court decisions that stated Defendant’s practices and/or policies were improper. As
2 such, a “subsequent violation” may not be found for penalty calculation purposes and
3 the exposure analysis here is based on an “initial violation” valuation being adopted by
4 any fact finder if this matter went to trial. This amount does not take into account the
5 potential risks associated with this claim and assumes a violation in every pay period for
6 every Settlement Class Member. However, because this claim is derivative of the other
7 claims, it will be subject to the same factual and legal risks, including those that lower
8 the frequency of any violations, potentially eliminating the existence of violations in a
9 particular pay period. This creates a substantial risk for the claims as each of the risks
10 identified above are combined to affect this particular claim. Taking these factors into
11 account, a more realistic range of recovery for this claim is between **\$364,194.90** and
12 **\$3,372,175;**

13 h) Waiting Time Penalties: This claim is derivative of the minimum wage, overtime and
14 meal and rest period claims above. Based on the total number of former employees
15 (1,998), the average rate of pay and a base 8-hour workday, the maximum exposure for
16 this claim is \$10,755,633.60. However, this amount does not take into account the
17 potential risks associated with this claim. Because this claim is derivative, all the legal
18 and factual disputes and risks for each claim asserted above also apply to this claim.
19 Similar to the liquidated damages for minimum wage violations, there is a good faith
20 dispute defense to waiting time penalty claims. *See Diaz v. Grill Concepts Servs., Inc.*,
21 23 Cal.App.5th 859, 868 (2018). The employer does not need to be successful in the
22 dispute, it only needs to show there is a good faith basis in law or fact to dispute that any
23 wages are due. In my experience, this is a very low bar for employers to meet in order
24 to avoid waiting time penalties. Each of the claims outlined above had substantial
25 disputes associated with them. Thus, I believe the more likely recovery for this claim is
26 **\$0.00;**

27 i) Unlawful Deductions: This claim was based on Plaintiffs contention that Defendants
28 unlawfully deducted wages by deducting time for meal periods not taken and time

1 shaving due to rounding. Because the value of unpaid wages associated with these
2 theories of liability is already accounted for under the minimum wage, overtime, and
3 meal period claims identified above, there is no separate additional value associated with
4 this claim;

5 j) Violation of Quota Laws: This claim was based on Plaintiffs' contention that
6 Defendants unlawfully imposed quotas on Settlement Class Members that infringed on
7 their rights and ability to take lawful meal and rest periods. Because the damages
8 associated with the failure to provide meal and rest periods is already accounted for
9 above and this claim does not provide for and independent monetary recovery outside of
10 potential civil penalties under the PAGA, there is no separate value associated with this
11 claim outside of the PAGA. However, with respect to its application based on the facts
12 of this case, Defendants heavily disputed whether the statutes even applied to their
13 business operations. The statute expressly states that it applies to only to an employer
14 who qualifies as a "warehouse distribution center." See Cal. Lab. Code 2100(f). A
15 "warehouse distribution center" is specifically defined by the statute to only include
16 operations identified by the North American Industry Classification System ("NAICS")
17 under certain codes, which also expressly exclude Farm Product Warehousing and
18 Storage operations. See *id.* at § i(1)-(2). We also investigated any official governmental
19 designations or submissions by Defendant to any governmental entities specifically
20 addressing what NAICS code it was given, if different that the one for Farm Product
21 Warehousing and Storage that may also be covered. However, the applicable NAICS
22 code we found through NAICS's own database for Defendant was 311421 (Fruit and
23 Vegetable Caning). This NAICS code is not within the enumerated NAICS codes
24 triggering coverage under the statutes. Based on these facts, I do not believe there is any
25 value associated with this claim;

26 k) PAGA: The applicable civil penalties for PAGA claims varies depending on whether
27 the statute already has an associated civil penalty or whether the default penalty structure
28 of \$100 for "initial violations" and \$200 for "subsequent violations" of the PAGA is

1 used. See Cal. Lab. Code § 2699(f). Regardless of whether a specified or default
2 penalty structure is used, an employer may only be liable utilizing “initial violation”
3 valuations unless there is prior notice, through Court or administrative decision, that its
4 practices are unlawful. See *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-
5 1209 (2008). As noted above, based on our research, we did not find any prior Labor
6 Commissioner or court decisions that stated Defendant’s practices and/or policies at
7 issue were improper or unlawful. As such, a “subsequent violation” may not be found
8 for penalty calculation purposes, and the exposure analysis here is based on an “initial
9 violation” valuation being adopted by any fact finder if this matter went to trial.
10 Additionally, this claim is derivative of the Labor Code violations identified above and
11 would be subject to all the same risks as the underlying claims it is based on. Based on
12 Settlement Class Members’ payroll data, applicable civil penalty amounts for an initial
13 violation of each statute, and accounting for the risks each claim has as stated above, the
14 range of recovery for the PAGA claims is between \$1,420,720.33 and \$21,198,996.52.
15 In addition to the risks on the merits, I believe the Court may exercise its discretion to
16 reduce PAGA penalties in this case. Courts are statutorily authorized to use their
17 discretion to reduce penalties and the range of discretion used varies substantially. See
18 *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30%
19 reduction); *Fleming v. Covidien Inc.*, 2011 WL 7563047, at *3-*4 (C.D. Cal. 2011)
20 (82% reduction). In this case, Defendant maintained numerous policies and employee
21 handbooks that a Court may consider demonstrates a good faith attempt to comply with
22 the law. Additionally, the substantive loss incurred by employees is relatively small
23 compared to the base civil penalties associated with each claim. For example, the
24 amount of unpaid cell phone expenses per pay period for Plaintiffs’ reimbursement
25 claims ranges from approximately \$1.73 to \$5.77 depending on the cost of the line and a
26 25% work usage rate. Yet, the base civil penalty for the reimbursement claim is \$100
27 per pay period. The lack of, and/or substantially lower, substantive loss suffered by
28 employees based on an alleged violation of the Labor Code is a basis used by Courts to

1 reduce the civil penalties, so that they bear some proportion to the actual loss. See
2 *Fleming*, 2011 WL 7563047, at *4. After accounting for the potential discretionary
3 reduction to applicable civil penalties, the more realistic range of recovery for the PAGA
4 claims is between **\$255,729.66** and **\$3,815,819.37**, which accounts for an 82%
5 discretionary Court reduction to the outer ranges of recovery for this claim. Allocating
6 \$100,000 to the PAGA claim in this case is appropriate, especially in light of amounts
7 that Courts have approved as reasonable valuations in other cases. See *Nordstrom Com.*
8 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of
9 PAGA claims based on their being disputed and being part of a class settlement which
10 was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing*
11 *Sols., Inc.*, 2022 WL 2318173, at *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA
12 settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,
13 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6%
14 of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016
15 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,00 PAGA settlement allocation
16 where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total
17 estimated value); *Davis v. Cox Commc 'ns California, LLC*, 2017 U.S. Dist. LEXIS
18 63514, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in
19 \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 U.S. Dist. LEXIS 8358, *5
20 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone
21 amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764,
22 *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement);
23 *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416, *2 (S.D. Cal. 2010)
24 (approving \$3,000 PAGA allocation in \$1,000,000 settlement); *Hopson v. Hanesbrands*
25 *Inc.*, 2009 U.S. Dist. LEXIS 33900, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA
26 allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880,
27 *34-35 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in a \$3,950,000
28 settlement even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total

1 estimated value); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at
2 *7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement);
3 *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, at *14 (E.D. Cal. 2012) (\$10,000 in
4 PAGA payment from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments,*
5 *LLC*, 2011 WL 672645, at *1 (N.D. Cal. 2011) (approving PAGA settlement payment of
6 \$7,500 to the LWDA out of \$6.9 million common-fund settlement).

7 10. In summary, Plaintiffs' gross recovery of \$2,053,000.00 under the Agreement
8 approximately equals between 14% and 169% of the more realistic range of recovery. The variance
9 between the percentages is evidence of how risky these claims are and absolutely support the value in
10 compromising the claims to secure a guaranteed, beneficial outcome for Settlement Class Members.
11 After deducting from the Gross Settlement Amount the proposed allocations for attorneys' fees and
12 costs, Enhancement Payments to the Class Representatives, Settlement Administrator Costs, and the
13 PAGA Payment to the LWDA, the net recovery under the Agreement, \$1,144,188.73, represents
14 approximately 8% to 94% of the realistic range of recovery in this matter. The average net award is
15 approximately \$193.92. I believe the Agreement represents a reasonable compromise of claims based
16 on the legal and factual disputes in this case. The ability to secure a guaranteed settlement now and
17 ensure Settlement Class Members receive some compensation, rather than proceed to further litigation
18 and potentially recover nothing, was a motivating factor in reaching this Agreement.

19 11. After preliminary approval, data for Settlement Class Members was turned over to the
20 Settlement Administrator pursuant to the Agreement. The number of workweeks for Settlement Class
21 Members during the Class Period as originally defined, exceeded the threshold needed to trigger the
22 escalator provision in Paragraph 10.2 of the Agreement. Pursuant to the terms of the Agreement,
23 Defendant elected to shorten the End Date to September 29, 2023, such that the number of workweeks
24 did not exceed 376,287. It took an extended period of time to resolve the escalator issue. It had to be
25 confirmed what the new claim period end dates or the new Gross Settlement Amount would be
26 depending on which option Defendant chose under the Agreement. However, the Parties met and
27 conferred to resolve this issue and avoid burdening the Court with law and motion proceedings.
28 However, the delay caused the filing deadline for the final approval motion to occur before the end of

1 the notice period. Thus, we are filing this Motion with information regarding the response of
2 Settlement Class Members to date and will file a supplemental declaration for the Settlement
3 Administrator after the Notice Period has ended. This will still be completed before the hearing date.

4 12. In agreeing to represent Plaintiffs and take on the case for all Settlement Class Members,
5 our office agreed to take this case on a contingency basis, meaning that we would take a percentage of
6 any settlement or judgment should we recover a monetary amount. We took a risk that we would not
7 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
8 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
9 make sure employees are able to find affordable representation in order to ensure that employers are
10 complying with all their legal obligations towards employees and paying employees all their hard-
11 earned wages.

12 13. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
13 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
14 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
15 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
16 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
17 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
18 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
19 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
20 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
21 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
22 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
23 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
24 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
25 and an officer for the Latino Law Students Association from 2009 to 2010.

26 14. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
27 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.
28 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent

rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to present, I have been recognized as a Super Lawyer (Rising Star). I have been a panel speaker and presented a number of seminars covering issues in wage and hour litigation in general and complex class and PAGA litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a Post-Viking River Cruises World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act ("FLSA") claims. I am actively involved in most all of the complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently litigating, including the instant case, includes, but is not limited to, the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Adams-Anguy v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080 (San Joaquin Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.

- Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
 - *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-00271174 (Sac. Sup. Ct.);
 - *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
 - *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
 - *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
 - *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
 - *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
 - *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
 - *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
 - *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
 - *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
 - *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
 - *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
 - *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
 - *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
 - *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
 - *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
 - *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
 - *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);

- *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. A1 Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovations Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);

- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

15. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

16. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Norther

1 California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in
2 Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA
3 Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15)
4 California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
5 Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,
6 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized
7 as a Super Lawyer from 2014 to present.

8 17. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
9 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
10 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
11 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
12 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
13 Federal Courts, including up to certification, settlement, preliminary and final approval, and
14 disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel.
15 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
16 include the following:

- 17 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 18 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 19 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 20 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 21 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 22 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 23 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 24 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 25 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
26 Sup. Ct.);
- 27 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 28 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.

- Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
 - *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
 - *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
 - *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
 - *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
 - *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
 - *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
 - *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
 - *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
 - *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
 - *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
 - *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
 - *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
 - *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
 - *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-300000003 (Sac. Sup. Ct.);
 - *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
 - *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
 - *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
 - *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
 - *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);

- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

18. The preceding list of cases does not include those where, for a variety of reasons, the

case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

19. My former associate, Jessica L. Hart, Esq., also worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Ms. Hart graduated from the University of California Davis School of Law. Prior to joining Shimoda & Rodriguez Law, PC, Ms. Hart worked alongside a number of attorneys in the Sacramento area focusing almost exclusively on plaintiff's side litigation and employment law for several years prior to becoming licensed in 2020. While with my firm, Ms. Hart worked on a variety of individual, class action, and Private Attorneys General Act cases involving wage and hour claims. As an associate, some of the class action and/or PAGA cases Ms. Hart litigated include the following:

- *Afoa v. Milestone Retirement Communities, LLC., et al.*, Case No. 34-2020-00282555 (Sac. Sup. Ct.);
- *Cota v. Milestone Management (CA) – Meadows, LLC.*, Case No. 34-2020-00280648 (Sac. Sup. Ct.);
- *Coy v. Southern Home Care Services, Inc., et al.*, Case. No. 2:21-CV-00067-JAM-CKD (E.D. Cal.);
- *Dreyer v. Automation Anywhere, Inc.* Case. No 20CV372730 (Santa Clara Sup. Ct.);
- *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Fang v. Interpress Technologies, Inc.* Case. No. 34-2021-00292937 (Sac. Sup. Ct.);
- *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- *Garcia v. Aquality Water Management, Inc.* Case No. 34-2021-00292794 (Sac. Sup. Ct.);
- *Hawkins v. Twitch Interactive, Inc.*, Case No. 34-2020-00281761 (Sac. Sup. Ct.);
- *Hussaini v. Integrated Resources, Inc, et al.*, Case. No. 34-2021-00297152 (Sac. Sup. Ct.);
- *Leon v Golden Bay Fence Plus Iron Works, Inc., et al.*, Case No. STK-CV-UOE-2021-0000543 (San Joaquin Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);

- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Madrigal Vargas v. Mary Ann's Baking Co., Inc.*, Case No. 2:21-CV-00320-JAM-JDP (E.D. Cal.);
- *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.);
- *Perez v. Too Infinity Management, LLC, et al.*, Case No. 34-2020-00285276 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Valentin v Sacramento Laundry Company, Inc.* Case.No. 34-2019-00270987 (Sac. Sup. Ct.);
- and
- *Whiteside v. SPSG Partners, et al.*, Case. No. 2:20-cv-01643-TLN-DMC (Sac. Sup. Ct.).

20. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021 and rejoined my firm in September 2022. Mr. Konini has worked written discovery and depositions, calculating class-wide damages, drafting pleadings, motions, and negotiation and case correspondence, and more. Mr. Konini worked on other class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v. Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v. Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources, Inc.*, et al, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool*

1 *Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case
2 No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No.
3 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac.
4 Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
5 Sup. Ct.), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup.
6 Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.). Mr.
7 Konini's practice largely revolves around wage and hour matters, including PAGA claims.

8 21. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I
9 believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977),
10 *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v.*
11 *Grauly*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiffs and Settlement Class Counsel have been able to
12 secure an identifiable benefit on behalf of the settlement class and equity counsels that the cost of the
13 representation should be borne equally amongst all class members receiving these benefits. The
14 settlement recovery provides an excellent result and is the product of substantial time and effort in
15 analyzing the facts and law applicable to this case. Settlement Class Counsel agreed to take the case on
16 a contingency basis and as a class action with the possibility that we would not receive any
17 compensation for my time and efforts due to issues regarding the merits and/or certification and have
18 carried that risk over the course of the case. I have reviewed fee arrangements and Court ordered fee
19 awards in similar class cases and I believe that the thirty-five percent (35%) fee request is within the
20 accepted ranges. In my experience with contingency cases in employment law cases, the typical
21 percentage negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in
22 individual litigation. In class action litigation, my experience in my own firm and working with several
23 other firms has been that the typical percentage negotiated between parties and approved by a Court
24 ranges from thirty to forty percent (30% to 40%) based on the same factors. I have also reviewed
25 several recent Federal District Court Cases where the Court has approved common fund-based fee
26 requests. These cases include *Martin v. Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796, *22-23
27 (S.D. Cal. 2011) (collecting cases); *Birch v. Office Depot, Inc.*, USDC Southern District, Case No.
28 06cv1690 DMS (WMC) (awarding 40% fee on a \$16 million wage and hour class action settlement);

1 *Rippee v. Boston Mkt. Corp.*, USDC Southern District, Case No. 05cv1359 BTM (JMA) (awarding a
2 40% fee on a \$3.75 million wage and hour class action settlement), which are cited in Plaintiffs'
3 Memorandum of Points and Authorities. I believe the request of \$718,550 (approximately 35%) for
4 attorneys' fees is justified given the results obtained on behalf of the class. Moreover, at this time, all
5 costs have been advanced by Settlement Class Counsel, who have not received any compensation
6 whatsoever for our time expended in this case. The expected total costs for Settlement Class Counsel
7 through final approval are estimated to be \$16,831.27. Filed with this Motion as Exhibit D is a true and
8 correct copy of the cost incurred by my firm to date and expected to be incurred through the completion
9 of this case (\$11,529.23). Costs for Mr. Garay (\$5,266.02) and Mr. Huyn (\$36.02) are itemized in their
10 declarations. The difference in the actual costs and the maximum amount allocated under the
11 Agreement will be added to the Net Settlement Amount.

12 22. Settlement Class Counsel have entered into a Joint Prosecution and Fee Sharing
13 Agreement wherein any awarded attorney's fees will be allocated as follows: 90% of any fee award to
14 Shimoda & Rodriguez Law, PC, and 10% of any fee award to the Law Office of Daniel J. Hyun and
15 Jose Garay, APLC. Settlement Class Counsel have disclosed the Joint Prosecution and Fee Sharing
16 Agreement to Plaintiffs and have obtained written consent pursuant to the California Rules of
17 Professional Conduct, Rule 1.5.1(A).

18 23. I have used several class action administrator companies in the wage and hour class
19 actions I have resolved in the past and believe Apex Class Action, LLC. will provide the best service to
20 administer the proposed class settlement. Apex Class Action, LLC. has provided a quote for the
21 estimated maximum cost of administering the class settlement of approximately \$43,500. Under the
22 settlement agreement, the difference between the actual, lesser costs and the originally allocated
23 \$50,000, will be paid to the Participating Settlement Class Members on a pro rata basis.

24 24. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
25 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
26 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
27 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
28 Exhibit E.

1 25. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. (“CPB”) and
2 The Center For Workers Rights (“CFWR”). Only those funds that remain from uncashed settlement
3 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

4 26. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
5 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
6 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
7 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in
8 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
9 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
10 Program of Northern California (“VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
11 *pres* funds from several jurisdictions in the State of California, including from Sacramento County
12 Superior Court.

13 27. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
14 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
15 their current or former employment. This assistance regularly includes, but is not limited to, free legal
16 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
17 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
18 forms, and direct representation in administrative hearings, including administrative hearings in front of
19 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
20 who provide assistance, along with experienced employment law attorney volunteers. These services
21 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
22 and continuing through today under CPB.

23 28. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
24 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
25 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
26 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
27 workers and advises them as to the available legal remedies. In addition to individual counseling on
28

1 employment issues, the CFWR educates workers, unions, and community members about workplace
2 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

3 29. The CFWR provides limited representation for low-wage workers in wage claims before
4 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety
5 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic
6 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay
7 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The
8 CFWR helps workers navigate the wage claim process before the California Labor Commissioner
9 through advice given at its legal consultation clinics and/or, in some cases, through representing workers
10 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated
11 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with
12 respect to those wage claims.

13 30. I believe the services provided by CPB and the CFWR promote the law consistent with
14 the objective of wage and hour class actions in general and in this case specifically.

15 31. I have spoken with every other attorney at my firm to determine whether they have any
16 relationship with either of the proposed *cy pres* beneficiaries.

17 32. I have volunteered for both organizations numerous times over the past several years,
18 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students
19 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB’s advisory
20 committee. These organizations are non-profits that assist low-income workers throughout California,
21 giving free legal advice regarding employment law issues and representing employees with wage claims
22 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention
23 these entities provide to individuals in need of employment law advice and representation at the
24 California Labor Commissioner.

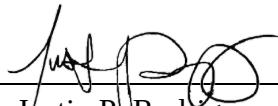
25 33. My former associate, Brittany V. Berzin has never done any work, volunteer or
26 otherwise, with CPB. During law school, Ms. Berzin was a student volunteer for the CFWR for two
27 summers. Since graduating law school, she has volunteered for the CFWR approximately one to two
28 times per year, assisting in the advice clinic. Recently, Ms. Berzin volunteered to be on the Board of

1 Directors and is currently the Chair, which is an unpaid position. As Chair, Ms. Berzin is one of seven
2 Board Members, who are all from different law firms and/or local public and private organizations. No
3 compensation or benefits, monetary or otherwise, are provided to any Board Member or organization a
4 Board Member is associated with. The Executive Director of the CFWR supervises, directs, and
5 controls the day-to-day operations of the CFWR, not Ms. Berzin or the Board of Directors. As Chair,
6 Ms. Berzin's additional duties include scheduling meetings, drafting meeting agendas and presiding over
7 meetings. Furthermore, CFWR has not, and does not, provide any referrals to Shimoda & Rodriguez
8 Law, P.C.

9 34. Galen T. Shimoda has volunteered for both organizations on and off over the past several
10 years through either presenting wage and hour seminars to law students who staff the free advice clinics
11 or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer
12 work with either organization since approximately March 2020. Mr. Shimoda has never received
13 payment or compensation of any kind in connection with any work he's done with either of the proposed
14 *cy pres* beneficiaries. Renald Konini has never done any work, volunteer or otherwise with Capital Pro
15 Bono, Inc. or the Center For Workers' Rights.

16 35. Neither my firm, myself, Mr. Konini, Ms. Berzin, nor Mr. Shimoda have ever received
17 any compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries or in
18 connection with any of the volunteer work we have done with the organizations.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed on July 29, 2024, in Elk Grove, California.

21
22
23 
Justin P. Rodriguez

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
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Attorneys for Plaintiffs ELIZABET SANCHEZ
individually and on behalf of similarly situated employees

[additional parties continued on next page]

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,
Defendants.

Case No. STK-CV-UOE-2021-11106

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

CLASS ACTION

**DECLARATION OF DANIEL J. HYUN IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: August 22, 2024

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Robert T. Waters

Filed: December 7, 2021

FAC Filed: February 14, 2022

SAC Filed: March 29, 2023

TAC Filed: September 19, 2023

Trial Date: None Set

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15 Attorneys for Plaintiff GRISELDA RAMIREZ
16 individually and on behalf of similarly situated employees
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1 I, Daniel J. Hyun, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Griselda Ramirez (“Plaintiff”) herein. I am making this
4 declaration on behalf of the named plaintiffs, the putative class members, and in support of Plaintiffs’
5 Motion for Final Approval of Class Action and PAGA Settlement (“Motion”). I have personal
6 knowledge of the matters set forth herein, and, if called as a witness, could competently testify thereto.

7 2. I am familiar with California law governing wages, reimbursement, and other entitlements
8 owed to employees, including, but not limited to, the relevant statutes at issue in this case such as
9 California Labor Code sections 201, 201.3, 201.5, 201.6, 201.9, 202, 202, 203, 204, 204.1, 204.2, 206,
10 210, 216, 221, 222, 223, 226, 226.3, 226.7, 227.3, 245, 245.8, 246, 246.5, 247, 248.5, 256, 351, 352, 353,
11 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197 et seq., 1197.1, 1198,
12 1198.5, 1199, 2100 et seq, 2699, 2699.3, 2699.5, 2800, 2802, 2810.5, and applicable IWC Wage Orders,
13 and California Code of Regulations, Title 8, section 11000 et seq., and California Business and
14 Professions Code sections 17200 et seq.

15 3. The Law Office of Daniel J. Hyun prosecutes wage and hour cases, including class
16 actions on behalf of employees and others who have had their rights violated. The Firm, either on its
17 own, or with co-counsel is currently serving as plaintiffs’ counsel of record in dozens of wage and hour
18 and employment class action cases pending throughout the State of California.

19 4. The attorneys working on this case have been appointed class counsel in many cases,
20 through both contested motions and settlement approval motions.

21 5. I have been appointed class counsel and/or had my attorney’s fees approved in at least
22 the following class actions and/or representative PAGA actions: *Bedoy v. ATN Window and Door Corp.*
23 *et al.*, Case No. CIVRS1307735 (San Bernardino County Superior Court) – \$235,000.00 wage and
24 hour class action settlement on behalf of non-exempt manufacturing and construction employees;
25 *Bronson v. Mohammad Reza Neal, M.D., Inc.*, Case No. 30-2016-00860352-CU-OE-CXC (Orange
26 County Superior Court) – \$300,000.00 wage and hour class action settlement on behalf of non-exempt
27 employees working in the medical industry; *Garcia v. Miguel Cuevas et al.*, Case No. HG13701393
28

(Alameda County Superior Court) – \$1,300,000.00 wage and hour class action settlement on behalf of delivery drivers misclassified as independent contractors; *Garcia v. Unifirst Corporation*, Case No. 21STCV41324 (Los Angeles County Superior Court) - \$675,000.00; *Hale v. Orange County Rescue Mission, Inc.*, Case No. 30-2018-00970414-CU-OE-CXC (Orange County Superior Court) – \$300,000.00 wage and hour class action settlement on behalf of non-exempt hourly employees; *In re: Hacor Wage and Hour Employment Practices Litigation*, Case No. BC522220 (Los Angeles County Superior Court) – \$3,000,000.00 wage and hour class action settlement on behalf of non-exempt managers and other employees in the food catering and distribution industry; *Martinez v. Market Driven, LLC*, Case No. 19STCV38888 (Los Angeles Superior Court) - \$61,000.00 PAGA settlement on behalf of catering employees; *Martinez v. L.A.R.K. Industries, Inc.*, Case No. 30-2019-01110981-CU-OE-CXC (Orange County Superior Court) - \$800,000.00 wage and hour class action settlement on behalf of construction workers; *Orozco v. Fleetwood Aluminum Products, Inc.*, Case No. RIC1703488 (Riverside County Superior Court) – \$685,000.00 wage and hour class action settlement on behalf of non-exempt employees working in the manufacturing industry; *Osuna v. J&A Rents & Sells, Inc.*, Case No. BC536586 (Los Angeles County Superior Court) – \$450,000.00 wage and hour class action settlement on behalf of non-exempt employees working in the party rental industry; *Reyes v. PSLQ, Inc.*, Case No. MCC1400703 (Riverside County Superior Court) – \$75,000.00 wage and hour class action settlement on behalf of construction yard employees; *Romero v. Delivery Drivers, Inc. et al.*, Case No. 30-2015-00774687-CU-OE-CXC (Orange County Superior Court) – \$535,000.00 wage and hour class action settlement on behalf of misclassified delivery drivers; and *Rojas v. Constellation Homebuilder Systems, Inc.*, Case No. 37-2019-00035229-CU-OE-CTL (San Diego Superior Court) - \$1,350,000.00 wage and hour class action settlement on behalf of salespersons.

6. All cases cited above were successfully resolved for the classes and/or aggrieved employees.

7. I served as plaintiffs’ counsel of record in the following cases in which the courts granted plaintiffs’ motion for class certification: *Gamboa v. Kamran Staffing Inc. et al.*, Case No. CIVDS1605273 (San Bernardino County Superior Court) and *Grant et al. v. Car Spa, Inc.*, Case No.

1 RIC1310176 (Riverside County Superior Court).

2 8. In addition to the cases cited above, I served as plaintiffs' counsel of record in *at least*
3 the following employment class actions, consumer class actions, and/or representative actions in state
4 or federal court: *Alix v. House of Imports*, Case No. 30-2017-00965169-CU-OE-CXC (Orange County
5 Superior Court); *Boyack v. Salon Management Corp. et al.*, Case No. 8:18-cv-01233 (Central District
6 of California); *Cardena v. Currency Capital, LLC*, Case No. 30-2018-01041233-CU-OE-CXC (Orange
7 County Superior Court); *Carranza v. Southern California Discount Tire Co., Inc.*, Case No. 30-2018-
8 01016028-CU-OE-CXC (Orange County Superior Court); *Cox v. Cuttwood, LLC et al.*, Case No. 30-
9 2016-00838588 (Orange County Superior Court); *Crandall v. Maxim Healthcare Services, Inc.*, Case
10 No. 30-2017-00940239-CU-OE-CXC (Orange County Superior Court); *Delgado v. Desert Concepts*
11 *Construction, Inc.*, Case No. PSC1603866 (Riverside County Superior Court); *Fajardo v. Centaurus*
12 *Financial, Inc.*, Case No. 30-2016-00877483-CU-OE-CXC (Orange County Superior Court); *Farran*
13 *v. Doordash, Inc.*, Case No. 30-2018-00992677-CU-OE-CXC (Orange County Superior Court); *Garcia*
14 *v. Emerald Landscape Services, Inc.*, Case No. 30-2018-01011098-CU-OE-CXC (Orange County
15 Superior Court); *Garcia v. Emerald Landscape Services, Inc.*, Case No. 30-2018-01032804-CU-OE-
16 CXC (Orange County Superior Court); *Gomez v. Atlas Copco Mafi-Trench et al.*, Case No. 30-2018-
17 01016730-CU-OE-CXC (Orange County Superior Court); *Gonzalez v. Artistic Maintenance, Inc.*, Case
18 No. 30-2014-00699576-CU-OE-CXC (Orange County Superior Court); *Guthridge v. Nationstar*
19 *Mortgage, LLC*, Case No. 30-2018-01023680-CU-OE-CXC (Orange County Superior Court);
20 *Gutierrez et al. v. Bender Ready Mix, Inc.*, Case No. 30-2016-00884715-CU-OE-CXC (Orange County
21 Superior Court); *Martinelli v. Penhall Co.*, Case No. 30-2018-00998193-CU-OE-CXC (Orange County
22 Superior Court); *Medina v. Katzkin Leather, Inc.*, Case No. BC680102 (Los Angeles County Superior
23 Court); *Mustedanagic v. Hoag Memorial Hospital Presbyterian*, Case No. 30-2018-01011782-CU-OE-
24 CXC (Orange County Superior Court); *Padilla v. Orkin, LLC*, Case No. CIVDS1819296 (San
25 Bernardino County Superior Court); *Perez v. Wireless World LLC et al.*, Case No. 30-2018-01016025-
26 CU-OE-CXC (Orange County Superior Court); *Ryder v. Genpact*, Case No. 30-2018-00974115-CU-
27 OE-CXC (Orange County Superior Court); *Sanchez v. Jetblue Airways Corp.*, Case No. BC719081
28

(Los Angeles County Superior Court); *Sarraf v. Employbridge, LLC et al.*, Case No. 30-2018-01017401-CU-OE-CXC (Orange County Superior Court); *Sessions v. Nightingale Nurses, LLC*, Case No. RG18922402 (Alameda County Superior Court); *Solis v. Integral Senior Living, LLC*, Case No. 30-2018-01015988-CU-OE-CJC (Orange County Superior Court); *Tiedemann v. KDB Restaurants, LLC*, Case No. CGC-15-544994 (San Francisco County Superior Court); *Velasquez v. IEC Corporation*, Case No. 30-2018-01014630-CU-OE-CXC (Orange County Superior Court); *Whisler v. Simpson Irvine, Inc. et al.*, Case No. 30-2018-01032237-CU-OE-CXC (Orange County Superior Court); *Whitaker v. U.S. Renal Care, Inc.*, Case No. BC649682 (Los Angeles County Superior Court); *Yahoo! Inc. Private Information Disclosure Cases*, Case No. JCCP 4895 (Orange County Superior Court); and *Zrinski v. Rubio's Restaurants, Inc.*, Case No. 30-2018-01015274-CU-OE-CXC (Orange County Superior Court).

9. I currently serve as plaintiffs' counsel of record in at least the following employment class actions and/or representative actions: *Arellano v. Vision Scenery Corporation, Inc.*, Case No. 21STCV35878 (Los Angeles County Superior Court); *Corona v. Exquisite Apparel Corp. et al.*, Case No. 21STCV02421 (Los Angeles County Superior Court); *Cruz v. Nason Roofing, Inc.*, Case No. 30-2021-01235276-CU-OE-CXC (Orange County Superior Court); *Duarte v. Arriaga USA, Inc.*, Case No. 21STCV14446 (Los Angeles County Superior Court); *Guardado v. Millennium Reinforcing, Inc.*, Case No. 20STCV39672 (Los Angeles Superior Court); *Javier v. Webster Bros. Concrete Construction, Inc.*, Case No. 20STCV27129 (Los Angeles County Superior Court); *Kimber v. Lee & Associates Commercial Real Estate Services, Inc. – City of Industry et al.*, Case No. 22STCV04738; *Lopez v. Empire Connect, LLC*, Case No. 21STCV44777; *Lopez v. Northern Café et al.*, Case No. 20STCV04625 (Los Angeles County Superior Court); *Lopez v. Empire Connect, LLC, et al.*, Case No. 21STCV44777 (Los Angeles County Superior Court); *Lopez v. The Highest Craft, LLC et al.*, Case No. CVRI2100648 (Riverside Superior Court); *Martinez v. L.A.R.K. Industries, Inc.*, Case No. 30-2019-01110981 (Orange County Superior Court); *Perez v. Velvet Yogurt, Inc.*, Case No. 30-2021-01221399-CU-OE-CXC (Orange County Superior Court); *Quiroz v. Coffman Specialties, Inc.*, Case No. 37-2020-00022698-CU-OE-CTL (San Diego Superior Court); *Ramirez v. Casa Orozco Incorporated et al.*, Case

No. RG21091979 (Alameda County Superior Court); *Ramirez v. Pacific Coast Producers*, Case No. STK-CV-UOE-2022-0010664 (San Joaquin County Superior Court); *Reese v. SGM, Inc. et al.*, Case No. CIVSB2106217; *Rosas v. Sierra Pacific Refrigerated Services, LLC et al.*, Case No. CV-21-003621 (Stanislaus County Superior Court); *Ruiz v. Lion Foods*, Case No. 21CV386961 (Santa Clara Superior Court); *Saenz v. Class Leasing*, Case No. CVRI2205259 (Riverside County Superior Court); *Segal, et al. v. Beverly Hills Properties, LLC*, Case No. 21STCV34228 (Los Angeles County Superior Court); *Sheppard v. Bekins Moving Solutions, Inc.*, Case No. 21STCV44484 (Los Angeles County Superior Court); and *Vazquez v. GDT Framing, Inc.*, Case No. CVRI2104512 (Riverside Superior Court).

10. I attended college at the University of California San Diego, where I double majored in Political Science: Public Law and Communications. I received my Bachelor of Arts for both majors in 2007 and was awarded multiple Provost's Honors.

11. I graduated from Washington University in St. Louis School of Law ("WUSTL School of Law"), where I received my J.D. in 2014 and studied as a visiting scholar at the University of California Los Angeles School of Law during the 2013-2014 school year. Both law schools are consistently ranked in the top 20 law schools by U.S. News & World Report. During law school, I was a Scholar in Law recipient, a CALI Award Winner for Mediation Theory and Practice, made the Dean's List for being in the top 20% of my class, and was an Associate Editor for WUSTL School of Law's Journal of Law & Policy.

12. During law school, in the summer of 2011, I began working as a Law Clerk at an established plaintiffs'-side employment class action law firm – Jose Garay, APLC ("Garay Law"). I continued to clerk part-time during law school and full-time during summers. As a Law Clerk for Garay Law, I drafted countless class action complaints, discovery requests and responses, and motions; attended hearings under the supervision of attorneys; worked closely with expert witnesses and created damage analyses for mediations; drafted mediation briefs and attended mediations, including the mediation for *Thomas v. Cognizant Technology Solutions U.S. Corporation*, Case No. SACV 11-1123 (Central District of California) which resulted in a \$4,000,000.00 settlement on behalf of non-exempt

1 computer software engineers who were misclassified as exempt employees under California's
2 computer professional exemption.

3 13. During law school, I also took business school courses at Washington University in St.
4 Louis Olin Business School. Upon graduating law school in 2014, I took and passed the July 2014
5 California Bar Exam.

6 14. After investing in and operating a start-up company, I began practicing law as an
7 attorney in 2016. I began working as an associate for Garay Law, primarily litigating wage and hour
8 class actions, and handling all facets of litigation, including, but not limited to, drafting
9 correspondences, pleadings, discovery, settlement agreements, and motions, making appearances and
10 handling hearings, defending depositions, working with expert witnesses and attending mediations, and
11 creating damage analyses.

12 15. I also worked as an associate in Bisnar Chase LLP's class action department. While
13 working at Bisnar Chase, in addition to other employment and consumer class actions, I litigated the
14 data breach class action lawsuit titled *Yahoo! Inc. Private Information Disclosure Cases*, Case No.
15 JCCP 4895 (Orange County Superior Court) that affected millions of Americans. As part of the *Yahoo*
16 data breach class action, I worked closely with co-counsel Robinson Calcagnie, Inc. by reviewing
17 thousands of documents, drafting internal memorandums, and preparing the deposition outline and
18 attending the deposition of Yahoo's head of cybersecurity. In addition, while at Bisnar Chase, I was
19 intricately involved in the class certification phase of the wage and hour class action titled *Grant et al.*
20 *v. Car Spa, Inc.*, Case No. RIC1310176 (Riverside County Superior Court). During litigation of the
21 *Grant* employment class action, I appeared and handled hearings, defended over a dozen putative class
22 member depositions and cross-examined witnesses, met and conferred with opposing counsel on
23 numerous occasions, and drafted pleadings and correspondences. The Riverside County Superior Court
24 granted plaintiffs' motion for class certification.

25 16. More recently, I worked for the well-known employment class action law firm – Aegis
26 Law Firm. As an associate for Aegis, I managed 25 to 30 employment class action cases handling all
27 aspects of litigation, including, but not limited to, drafting all notices, correspondences, pleadings,
28

1 discovery, motions, settlements, and mediation briefs; working closely with expert witnesses for
2 mediations and class certification; attending mediations; appearing and handling all hearings for my
3 assigned cases; handling all depositions; corresponding with clients; and meeting and conferring with
4 opposing counsel. Of note, I was the primary attorney during significant portions of litigation in the
5 *Gamboa v. Kamran Staffing Inc. et al.*, Case No. CIVDS1605273 (San Bernardino County Superior
6 Court) employment class action. I drafted numerous pleadings, meet and confer correspondences,
7 discovery, and motions including plaintiff's motion for class certification; conferred with class
8 members and expert witness; defended numerous class member depositions and cross-examined
9 witnesses; and appeared and handled hearings, among other things. The San Bernardino County
10 Superior Court granted plaintiff's motion for class certification.

11
12 17. In sum, for the past 13 years I have primarily focused on employment class actions and
13 played a critical role in obtaining millions of dollars on behalf of thousands of employees, both as an
14 attorney and as a law clerk.

15 18. In 2019, I founded the Law Office of Daniel J. Hyun, focusing on plaintiffs'-side
16 employment class actions. Although I provide pro bono legal services to low-income individuals in the
17 areas of contract, property, and criminal law, as well as other civil matters, my primary practice is
18 employment class actions. In addition, I have been a member of the American Bar Association,
19 American Association for Justice, Orange County Trial Lawyers Association, California Employment
20 Lawyers Association, California State Bar's Labor and Employment section, and Orange County Bar
21 Association.

22 19. I was selected as a Super Lawyers Rising Star by Thomson Reuters, representing one of
23 the top 2.5% of lawyers under 40 in Southern California in 2018, 2019, 2020, 2021, 2022, 2023, and
24 2024 in the practice area of Class Action & Mass Torts.

25 20. My office investigated the class and PAGA claims in this action by interviewing Plaintiff,
26 propounding discovery, meeting and conferring with Defendant, conferring with co-counsel, and filing
27 and opposing motions.

28 21. I have reviewed the Declaration of Justin P. Rodriguez and agree with his statements

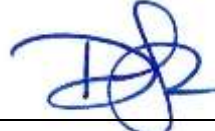
1 regarding the case history and the assessment of the value of each of the Plaintiffs' claims.

2 22. Based on the evidence and likely testimony in this case, I believe the settlement before
3 the Court for approval represents a fair and reasonable compromise based on the realistic potential
4 recovery and is within the "ballpark" of a fair, reasonable, and adequate settlement of the wage and hour
5 class action and Private Attorneys General Act claims alleged in this case

6 23. I have spoken with every other attorney at my firm to determine whether they have any
7 relationship with either of the proposed *cy pres* beneficiaries. No attorneys in my firm have any
8 relationship with Capital Pro Bono, Inc., or the Center for Workers Rights.

9 24. The costs incurred by my firm to date and those costs expected through final approval and
10 any compliance hearing are \$36.02. Attached as Exhibit A to my declaration is a true and correct copy
11 of the itemized costs my firm has incurred in litigating this matter.

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed on July 29, 2024 in Irvine, California.

15
16 

17 _____
Daniel J. Hyun

EXHIBIT A

Law Office of Daniel J. Hyun

1100 West Town and Country Road, Suite 1250, Orange, CA 92868
T: (949) 590-4122 | F: (949) 528-2596 | dh@danielhyunlaw.com | danielhyunlaw.com

As of 07/29/2024
Accrual Basis

LAW OFFICE OF DANIEL J. HYUN
Transaction Detail By Account
All Transactions

Date	Payee	Case	Memo	Amount
07/29/2024	USPS/Misc	Ramirez v. PCP	Cumulative Print, Mileage, and Postage Fees	36.02

Total Expenses **36.02**

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
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Attorneys for Plaintiffs ELIZABET SANCHEZ
individually and on behalf of similarly situated employees

[additional parties continued on next page]

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,
Defendants.

Case No. STK-CV-UOE-2021-11106

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

CLASS ACTION

**DECLARATION OF JOSE R. GARAY IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: August 22, 2024

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Robert T. Waters

Filed: December 7, 2021

FAC Filed: February 14, 2022

SAC Filed: March 29, 2023

TAC Filed: September 19, 2023

Trial Date: None Set

1 Jose R. Garay (SBN: 200494)
2 jose@garaylaw.com

3 Jose Garay, APLC
4 249 E. Ocean Blvd. #814
5 Long Beach, CA 90802
6 Telephone: (949) 208-3400
7 Facsimile: (562) 590-8400

8 Daniel J. Hyun (State Bar No. 309184)
9 dh@danielhyunlaw.com
10 Law Office of Daniel J. Hyun
11 1100 West Town and Country Road, Suite 1250
12 Orange, California 92868
13 Telephone: (949) 590-4122
14 Facsimile: (949) 528-2596

15 Attorneys for Plaintiff GRISELDA RAMIREZ
16 individually and on behalf of similarly situated employees
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1 I, Jose R. Garay, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Griselda Ramirez (“Plaintiff”) herein. I am making this
4 declaration on behalf of the named plaintiffs, the putative class members, and in support of Plaintiffs’
5 Motion for Final Approval of Class Action and PAGA Settlement (“Motion”). I have personal
6 knowledge of the matters set forth herein, and, if called as a witness, could competently testify thereto.

7 2. I am familiar with California law governing wages, reimbursement, and other entitlements
8 owed to employees, including, but not limited to, the relevant statutes at issue in this case such as
9 California Labor Code sections 201, 201.3, 201.5, 201.6, 201.9, 202, 202, 203, 204, 204.1, 204.2, 206,
10 210, 216, 221, 222, 223, 226, 226.3, 226.7, 227.3, 245, 245.8, 246, 246.5, 247, 248.5, 256, 351, 352, 353,
11 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197 et seq., 1197.1, 1198,
12 1198.5, 1199, 2100 et seq, 2699, 2699.3, 2699.5, 2800, 2802, 2810.5, and applicable IWC Wage Orders,
13 and California Code of Regulations, Title 8, section 11000 et seq., and California Business and
14 Professions Code sections 17200 *et seq.*

15 3. Plaintiff’s Counsel is experienced in wage and hour matters and class action litigation,
16 and I am currently serving as plaintiff’s counsel in dozens of other wage and hour class actions and/or
17 PAGA actions throughout California.

18 4. I submit the following facts in support of my qualifications. I graduated from Stanford
19 University in May 1989. I obtained my J.D. from Southern Methodist University in May 1998. I was
20 admitted to the California State Bar in February 1999. In or around 2001, I focused my practice primarily
21 on employment wage and hour class litigation. Since the inception of my law firm, I have represented
22 individuals in all wage related matters. I successfully represented individuals in DLSE filings and civil
23 court. As a result, I transitioned into class actions with a broad and in-depth experience affecting class
24 based lawsuits. In 2002, I filed one of the first known class action cases under Labor Code section 226.7.
25 My law firm was instrumental in the statewide dispute over the private right of action debate, as well as
26 the debate over wage versus penalty. I successfully litigated both issues in state and federal court. In 2004,
27 as a result of my extensive experience, California Rural Legal Assistance selected my law firm to assist
28 them with class litigation affecting migrant workers. I have been asked to sit on class action panels on

1 numerous occasions, have been asked to act as a mediator, law professors have requested that I speak on
2 class action issues, ethics issues and damage analyses, and have written numerous articles tailored to
3 high-tech employees.

4 5. Since the time my law firm transitioned primarily into wage and hour class actions,
5 numerous attorneys that have filed wage and hour class actions have sought the assistance of my law firm
6 either as co-counsel or of-counsel. Over the course of almost a decade, I have prosecuted hundreds of
7 wage and hour class actions, including many with the same issues presented in the instant related matters.

8 6. During the last two decades, I have litigated hundreds of class actions involving the same
9 or similar issues. The following is a small sample of cases that were certified and in which I was appointed
10 class counsel (either as lead counsel or co-counsel) in state and federal court:

- 11 • *Graham v. DST Output West, LLC, et al.*, Case No. PC 2008 0109 (Wage and Hour Class Action);
- 12 • *Canale v. Auto Nation, et al.*, Case No. BC323890 (Joint Employer Wage And Hour Class
13 Action);
- 14 • *Sarkisian v. Symantec Corporation, et al.*, Case No. BC423476 (Wage and Hour Class Action);
- 15 • *Shepherd v. Ayres Group, et al.* and *Garcia v. Ayres Group, et al.*, Case Nos. 30-2010-00372924
16 and 30-2010-00404619, respectively (Class action alleging that defendant failed to provide meal
17 periods and rest breaks under California law);
- 18 • *Nava v. Chapman Care, et al.*, Case No. 30-2010-00413245 (Class Action alleging that defendant
19 failed to provide meal periods and rest breaks under California law);
- 20 • *Vazquez v. Marriott International, Inc., et al.* Case No. 30-2010-00396748-CU-OE-CXC (Class
21 action alleging that defendant failed to provide meal periods and rest breaks under California
22 law);
- 23 • *Sandoval, et al. v. Advanced Dynamic Solutions, Inc.*, Case No. 30-2010-00395127-CU-OE-CXC
24 (Class action alleging that defendant failure to provide meal periods, rest periods and overtime);
- 25 • *O'Flynn v. Golfsmith*, Case No. 30-2009-00180164-CU-OE-CXC (Class action alleging that
26 defendant failed to provide meal periods, rest periods and overtime compensation);
- 27 • *Espinoza v. Big Lots Stores, Inc., et al.*, Case No. CIV236538 [Class action alleging that defendant
28 failed to provide rest breaks under California law);

- *Eralta, et al. v. B&V Enterprises*, Case No. 30-2010-00405905-CUOE-CXC (Class action alleging failure to pay wages for off the clock time, and meal and rest period violations);
- *Perez v. El Torito Restaurants, Inc., et al.*, Case No. NC036649 (Class action alleging that defendant failure to provide meal periods, rest periods and overtime compensation);
- *Culbertson v. Ikea, et al.*, Case No. RG07348854 (Class action alleging that defendant failed to provide meal periods and rest breaks under California law);
- *Corbin v. Landry's Restaurants, et al.*, Case No. BC380713 (Class action alleging that defendant failed to provide meal periods, rest periods and overtime compensation);
- *Abraham Vega v. Domino's Pizza California, et al.*, Case No. 03CC00203 (Class action alleging that defendant failed to provide meal periods and rest breaks under California law);
- *Mercado v. Gate Gourmet, Inc., et al.*, Case No. CV-07-02305-JHN(CWx) (Wage and hour class action, settlement of two subclasses alleging failure to provide lawful meal and rest periods);
- *Dellmore v. Toys R' Us*, Case No. RG07306616 (Class action alleging failed to pay wages for off the clock time, meal and rest period violations);
- *Mendoza v. Panda Express*, Case No. BC371019 (Class action alleging defendant failed to provide meal periods or compensation);
- *Galavis v. Patina Group*, Case No. BC3755225 (Class action alleging defendant failed to provide meal periods or compensation);
- *Gidino v. McGrath Rent Corp., et al.*, Case No. VG09446874 (Class action alleging that defendant failed to provide meal periods and rest breaks under California law);
- *Gomez, et al. v. Adriana's Insurance Services, Inc., et al.*, Case No. CIVRS806612 (Class action alleging that defendant failed to provide meal periods and rest breaks under California law);
- *Johanson v. Home Loan Center*, Case No. 07CC01405 (Class action alleging that defendant failed to provide meal periods, rest periods and overtime);
- *O'Flynn v. Worldwide Golf Enterprises, Inc., et al.*, Case No. 07CC01393 (Class action alleging that defendant failed to provide meal periods, rest periods and overtime);
- *Aravena v. VMWare, Inc. et al.*, Case No. 07CC01368 (Misclassification class action for software engineers);

- 1 • *Roberts v. Palm, Inc., et al.*, Case No. 1-10-CV-161497 (Misclassification of test engineers
- 2 alleging that defendant misclassified test engineers as exempt);
- 3 • *Aravena v. Cisco Systems, et al.*, Case No. 07CC01367 (Misclassification class action for software
- 4 engineers);
- 5 • *Chan v. Paypal, Inc.*, Case No. 1-10-CV-168947 (Misclassification class action for software
- 6 engineers and related positions in multiple job families alleging that defendant misclassified
- 7 software engineers as exempt);
- 8 • *Vu v. Ebay, Inc.*, Case No. 1-10-CV-167040 (Misclassification class action for software engineers
- 9 and related positions in multiple job families alleging that defendant misclassified software
- 10 engineers as exempt);
- 11 • *Thomas v. Cognizant Technology Solutions*, Case No. CV 11-1123 JST (Misclassification of
- 12 high-tech employees);
- 13 • *Lopez v. Ware Disposal, Inc.*, Case No. 30-2010-00405307-CU-OWCXC (Meal and rest period
- 14 class action];
- 15 • *Barajas v. Best Brands Corp.*, Case No. CIVDS1014454 (Wage and hour class action);
- 16 • *Ortega, et al. v. CR&R Waste Services*, Case No. BC414624 (Meal and rest period class action);
- 17 and
- 18 • *Medina v. IDS USA West, Inc.*, Case No. CIVRS1111028 (Wage and hour class action).

19 7. My office investigated the class and PAGA claims in this action by interviewing Plaintiff,

20 propounding discovery, meeting and conferring with Defendant, and filing and opposing motions.

21 8. I have reviewed the Declaration of Justin P. Rodriguez and agree with his statements

22 regarding the case history and the assessment of the value of each of the Plaintiffs' claims.

23 9. Based on the evidence and likely testimony in this case, I believe the settlement before

24 the Court for approval represents a fair and reasonable compromise based on the realistic potential

25 recovery and is within the "ballpark" of a fair, reasonable, and adequate settlement of the wage and hour

26 class action and Private Attorneys General Act claims alleged in this case

27 10. I have spoken with every other attorney at my firm to determine whether they have any

28 relationship with either of the proposed *cy pres* beneficiaries. No attorneys in my firm have any

1 relationship with Capital Pro Bono, Inc., or the Center for Workers Rights.

2 11. The costs incurred by my firm to date and those costs expected through final approval and
3 any compliance hearing are \$5,266.02. Attached as Exhibit A to my declaration is a true and correct
4 copy of the itemized costs my firm has incurred in litigating this matter.

5
6 I declare under penalty of perjury under the laws of the State of California that the foregoing is
7 true and correct. Executed on July 28, 2024 in Long Beach, California.

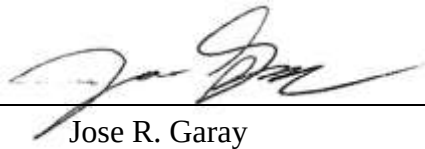
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10 _____
11 Jose R. Garay
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EXHIBIT A

JOSE GARAY, APLC

Ramirez v. Pacific Coast Producers Costs

7/28/2024	One Legal (anticipated filing fees)	\$200.00
7/28/2024	Miscellaneous (print, postage, copy)	\$265.50
7/28/2024	Lexis	\$325
7/28/2024	Byte Launch	\$550
7/28/2024	Wizzy	\$250
6/24/2024	One Legal	\$90.00
5/24/2023	One Legal	\$72.07
5/24/2023	One Legal	\$262.52
5/15/2023	Take 1 Marketing	\$650.00
5/10/2023	One Legal	\$72.07
4/24/2023	One Legal	\$247.08
3/9/2023	One Legal	\$72.07
2/10/2023	Take 1 Marketing	\$400.00
2/1/2023	One Legal	\$128.69
11/28/2022	One Legal	\$1,606.02
11/10/2022	LWDA	\$75
	Total	\$5,266.02

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
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Facsimile: (916) 760-3733

Attorneys for Plaintiffs ELIZABET SANCHEZ
individually and on behalf of similarly situated employees

[additional parties continued on next page]

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-11106

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

CLASS ACTION

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 22, 2024

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Robert T. Waters

Filed: December 7, 2021

FAC Filed: February 14, 2022

SAC Filed: March 29, 2023

TAC Filed: September 19, 2023

Trial Date: None Set

1 Jose R. Garay (SBN: 200494)

2 jose@garaylaw.com

3 Jose Garay, APLC

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10 Law Office of Daniel J. Hyun

11 1100 West Town and Country Road, Suite 1250

12 Orange, California 92868

13 Telephone: (949) 590-4122

14 Facsimile: (949) 528-2596

15 Attorneys for Plaintiff GRISELDA RAMIREZ

16 individually and on behalf of similarly situated employees

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case
3 Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement
4 services provider who has been retained by the Parties’ Counsel and subsequently appointed by the
5 Court to serve as the Settlement Administrator for the above captioned *Sanchez, et al. v. Pacific Coast*
6 *Producers*, matter. On behalf of both Apex and myself, I possess the authority to issue this declaration.
7 I am personally acquainted with the information contained herein, and in the event of being summoned
8 to provide testimony, I am fully capable and willing to provide competent testimony regarding these
9 facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 15 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by
17 the Court to provide notification services and claims administration, pursuant to the terms of the
18 Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to
19 be fulfilled following the granting of final approval of the Settlement, include: (a) printing and mailing
20 the *Notice of Proposed Class Action and PAGA Settlement, and Hearing Date for Final Court Approval*
21 *of Settlement*, (referred to as “Notic of Settlement” or “Notice”); (b) receiving and processing requests
22 for exclusion; (c) resolving disputes among Settlement Class Members regarding the number of
23 workweeks recorded by Defendant during the Class Period, as stated on their individualized Notice of
24 Settlement; (d) calculating individual settlement award amounts; (e) processing and mailing settlement
25 award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,
26 issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any
27 unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually
28 agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On February 28, 2024, Counsel for the Plaintiffs provided Apex with the Court-approved
2 content for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On April 30, 2024, Counsel for the Defendant provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member ("Class List"). The data file was
7 successfully uploaded to our database, where it underwent a thorough review to identify any duplicates
8 or potential inconsistencies. Following the transmission of the Class List, Apex determined the
9 workweeks exceeded the amount necessary to trigger the Escalator Clause in Paragraph 10.2 of the
10 Settlement. Pursuant to Paragraph 10.2, Defendant elected to shorten the Settlement Class Period such
11 that the total workweeks within this time frame did not exceed 376,287, which resulted in a new End
12 Date of September 29, 2023. The Class List was reduced to 5,907 Settlement Class Members and
13 375,271 workweeks.

14 6. In preparation for the mailing process, all 5,907 names and addresses listed in the Class
15 List underwent verification and updating against the National Change of Address (NCOA) database
16 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
17 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice.
18 The NCOA database contains records of requested address changes submitted to the USPS. If an updated
19 address was found in the NCOA database, it was utilized for mailing the Notice. However, in cases
20 where no updated address was found in the NCOA database, the original address provided by Counsel
21 for Defendant was used for mailing the Notice.

22 7. On June 18, 2024, the Notice of Settlement was sent in English and Spanish to all 5,907
23 individuals listed on the Class List using U.S First Class Mail. A copy of the mailed Notice is attached
24 hereto as **Exhibit A**.

25 8. As of the date of this declaration, our office has received 360 returned Notices as
26 undeliverable. Of the 360 returned Notices, none were returned with a forwarding address. Therefore,
27 Apex conducted a computerized skip trace on the 360 returned Notices in order to acquire updated
28

addresses for the purpose of re-mailing the Notice of Settlement. This skip trace effort resulted in obtaining 278 updated addresses, to which we promptly re-mailed the Notices via U.S First Class Mail.

9. As of the date of this declaration, there have been 278 Notices re-mailed as a result of Apex's skip-tracing efforts.

10. As of the date of this declaration, 82 Notices have been considered undeliverable as no updated address was found despite conducting skip tracing.

11. As of the date of this declaration, Apex has received 7 requests for exclusion. The individuals who opted out are Adrianna Gutierrez, Christine Weatherman, Cybil Gordon-Hachler, James C. Orr, Maureen Cundari, Michael L. Nevins, and Taylor Collis. The deadline for submitting a request for exclusion from the Settlement is August 2, 2024.

12. As of the date of this declaration, Apex has not received any objections to the Settlement. The deadline for submitting a written objection to the Settlement is August 2, 2024.

13. As of the date of this declaration, Apex will report 5,900 Participating Class Members, constituting 99.9% of the total 5,907 Settlement Class Members.

14. The total number of workweeks worked by Participating Class Members during the Settlement Class Period is 374,856. The Net Settlement Amount available to Participating Class Members is estimated to be \$1,144,188.73 and was calculated by subtracting the requested attorneys' fees (\$718,550), the amount requested for litigation costs and expenses (\$16,831.27), the requested Enhancement Payments (\$30,000), the requested Settlement Administration Costs (\$43,500), and the PAGA Payment (\$100,000) from the Gross Settlement Amount (\$2,053,000).

15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated to be \$885.13, and the *average* Individual Settlement Amount is currently estimated to be approximately \$193.92. These amounts are subject to employee-side tax and withholdings.

16. Pursuant to the Agreement, 25% of the PAGA Payment (\$25,000.00) will be allocated to Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees cannot opt out of the PAGA settlement.

17. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to \$43,500.00. Apex will proceed with additional tasks related

1 to this matter, such as calculating settlement award payments, issuing and mailing settlement award
2 checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually
3 agreed upon by the Parties or ordered by the Court for Apex to undertake.

4 18. Additionally, the entire motion for preliminary approval, which includes the Notice and
5 the Settlement, were available, free of charge, on a web page accessible to all Settlement Class Members.

6 I declare under penalty of perjury under the laws of the State of California and the United States
7 that the foregoing is true and correct, and that this Declaration was executed this 26th day of July 2024,
8 in Irvine, California.

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MADELY NAVA

Exhibit A

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. STK-CV-UOE-2021-11106

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: All non-exempt employees who have or continue to work for Pacific Coast Producers (“Defendant”) in California from December 7, 2017, to September 29, 2023 (the “Settlement Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A SETTLEMENT CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the San Joaquin County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Elizabet Sanchez and Griselda Ramirez (“Plaintiffs” or “Class Representatives”), and Defendant on behalf of Settlement Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Settlement Class Member.” Defendant’s records also indicate that you worked «Workweeks» weeks during the applicable Settlement Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be \$«Est_Class_PMT». Your actual share of the settlement proceeds will vary depending on the total number of Settlement Class Members that choose to participate, and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On December 7, 2021, Plaintiff Elizabet Sanchez filed a wage and hour class action lawsuit against Defendant in San Joaquin County Superior Court, Case No. STK-CV-UOE-2021-11106 (“*Sanchez Lawsuit*”), on behalf of herself and similarly situated employees. On November 18, 2022, Plaintiff Griselda Ramirez, filed a separate wage and hour class action lawsuit in San Joaquin County Superior, Case No. STK-CV-UOE-2022-0010664 (“*Ramirez Lawsuit*”), on behalf of herself and similarly situated employees. Plaintiff Elizabeth Sanchez amended her complaint to include and consolidate the parties, claims, and allegations of both lawsuits into the present case on September 19, 2023. The term “Action” means and includes both the *Sanchez Lawsuit* and the *Ramirez Lawsuit*. The Settlement Class Period is from December 7, 2017, to September 29, 2023 (the “Settlement Class Period”).

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Settlement Class Members, and PAGA Employees. Plaintiffs contend that Defendant violated California law by: (1) failing to pay overtime wages, (2) failing to provide meal periods or pay meal period premiums in lieu thereof, (3) failing to provide rest periods or pay rest period premiums in lieu thereof, (4) failing to provide accurate wage statements, (5) failing to timely pay final wages, (6) failing to pay reimbursements for expenses, (7) failing to pay minimum wage for all hours worked, (8) failing to pay all wages due, (9) engaging in violations of quota laws, (10) making unlawful deductions, (11) engaging in unfair competition, and (12) committing PAGA violations.

Defendant has denied all of Plaintiffs’ allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Action was resolved as a result of a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Settlement Class Members. The Agreement also applies to PAGA Employees, which are defined as all non-exempt employees working for Defendant in California from December 7, 2020, to September 29, 2023. If you are a Settlement Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Settlement Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, PAGA Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Settlement Class Member. PAGA Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Settlement Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Two Million Fifty-Three Thousand Dollars (\$2,053,000.00) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$30,000, Settlement Administrator Costs estimated not to exceed \$50,000, Enhancement Payments of \$15,000 to each of the named Class Representatives, and \$100,000 allocated towards resolving claims under the PAGA (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Settlement Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Settlement Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Settlement Class Members during the Settlement Class Period. Of the \$100,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among PAGA Employees.

The number of weeks you worked during the Settlement Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Settlement Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Settlement Class Members opt out will have no effect on PAGA Employees’ allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Settlement Class Members and PAGA Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Settlement Class Member and to PAGA Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Settlement Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to PAGA Employees will be paid as 100% for civil penalties.

Payment to Participating Settlement Class Members and PAGA Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Settlement Class Period by the total weeks worked by all Participating Settlement Class Members within the Settlement Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Settlement Class Member’s individual share of the Net Settlement Amount. Each PAGA Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Period by the total weeks worked by all PAGA Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Employee’s individual share. The PAGA Period is defined as December 7, 2020, to September 29, 2023. Defendant’s records indicate that you worked «Pay_Periods» weeks during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be \$«Est_PAGA_PMT». This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Settlement Class Member. Receipt of the Individual Settlement Amounts will not entitle any Settlement Class Member or PAGA Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant’s Records and Resolution of Workweek Disputes

For each Settlement Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant’s records. Defendant’s records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant’s records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Settlement Class Member. If a Settlement Class Member disputes the accuracy of Defendant’s records, all supporting documents evidencing additional workweeks must be submitted by the Settlement Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than August 2, 2024. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Settlement Class Members who do not opt out and PAGA Employees, the Agreement contains the following releases:

Settlement Class Members who do not opt out will be deemed to have released the claims set forth in the Action, including, but not limited to: (1) failure to pay overtime wages; (2) meal period violations; (3) rest period violations; (4) wage statement violations; (5) failure to timely pay final wages; (6) failure to reimburse expenses; (7) failure to pay minimum wages; (8) failure to pay all wages; (9) making unlawful deductions; (10) violation of Labor Code section 2100, *et seq.*, and (11) claims for unfair competition based thereon, as well as any claims that reasonably could have been asserted based on the facts alleged in the Action or any letter to the LWDA concerning Defendant and the Class Representatives and/or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties), as well as any claims under the California Labor Code that were asserted or reasonably could have been asserted based on the facts alleged in the Action or Plaintiffs' letters to the LWDA for violations of Labor Code sections 201, 201.3, 201.5, 201.6, 201.9, 202, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218.6, 221, 222, 223, 226, 226.3, 226.7, 245, 245.8, 246, 246.5, 247, 248.5, 256, 351, 352, 353, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1198, 1198.5, 1199, 2100-2112, 2699.3, 2699.5, 2800, 2802, 2810.5 and California Code of Civil Procedure section 1021.5.

PAGA Employees will be deemed to have released the PAGA claims asserted in the Action or Plaintiffs' letters to the LWDA or that reasonably could have been asserted based on the facts alleged in the Action or Plaintiffs' letters to the LWDA, whether or not asserted under California Labor Code and California Industrial Welfare Commission Wage Orders for violations of Labor Code sections 96(k), 98.6, 201, 201.3, 201.5, 201.6, 201.7, 201.9, 202, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d), 216, 221, 222, 222.5, 223, 224, 226, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 245, 245.8, 246, 246.5, 247, 248.5, 256, 351, 352, 353, 403, 404(b), 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 558, 558.1, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1024.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1174.5, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1197.5, 1198, 1198.3, 1198.5, 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5, 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2100 *et seq.*, 2651, 2673, 2673.1, 2695.2, 2699, 2699.3, 2699.5, 2800, 2801, 2802, 2806, 2810, 2810.5, 2929, 3073.6, 6310, 6311, 6399.7, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* PAGA Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendant and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to Pacific Coast Producers, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

Settlement Class Members and/or PAGA Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A SETTLEMENT CLASS MEMBER

A. Participating as a Settlement Class Member

If you wish to be a Participating Settlement Class Member and believe your workweek information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Settlement Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Settlement Class Member if you request this by August 2, 2024. If you do not wish to be bound by the Settlement, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106); (d) be signed; and (e) be post-marked no later than August 2, 2024. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

If you submit a request to opt out which is not postmarked by July 5, 2024, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Settlement Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member and not received their share of the Net

Settlement Amount. PAGA Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Settlement Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106) (e) be signed; and (f) be post-marked no later than August 2, 2024. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiffs and Defendant at the addresses identified in Section VI of this notice.

If you have submitted a written objection as outlined above, you may also appear at the final approval hearing to state your objection. Any Settlement Class Member who does not request exclusion may, if the Settlement Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendant.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Settlement Class Members who do not request exclusion. After final approval, each and every Settlement Class Member who does not opt out of the Settlement and PAGA Employees, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Settlement Class Member by Defendant in California during the Settlement Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 11B, at 180 E Weber Ave., 2nd Floor Stockton, CA 95202 on August 22, 2024, at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: www.apexclassaction.com/pacificcoastproducers. You can also contact Class Counsel or Defendant's Counsel as follows:

On behalf of Plaintiffs

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

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Jose R. Garay
Jose Garay, APLC
249 E. Ocean Blvd. #814
Long Beach, CA 90802
Telephone: (949) 208-3400

On behalf of Defendant

John H. Adams, Jr.
Elizabeth Staggs-Wilson
Littler Mendelson, P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814
Telephone: 916.830.7200
Fax No.: 916.561.0828

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL (800) 355-0700

BY ORDER OF THE COURT

TRIBUNAL SUPERIOR DE CALIFORNIA
PARA EL CONDADO DE SAN JOAQUÍN

ELIZABET SANCHEZ y GRISELDA
RAMIREZ, individualmente y en nombre de
todos los demás empleados en situación similar,

Demandantes,

vs.

PACIFIC COAST PRODUCERS, una
corporación de California; y DOES (partes aún
no identificadas) 1 a 100, incluidos,

Demandado.

Caso No. STK-CV-UOE-2021-11106

**AVISO DE PROPUESTA DE ACUERDO DE
DEMANDA COLECTIVA ACUERDO DE
PAGA Y FECHA DE AUDIENCIA PARA LA
APROBACIÓN FINAL DEL ACUERDO EN EL
TRIBUNAL**

ATENCIÓN: Todos los empleados no exentos que han trabajado o continúan trabajando para Pacific Coast Producers (“Demandado”) en California desde el 7 de diciembre de 2017 hasta el 29 de septiembre de 2023 (los “Miembros del Grupo del Acuerdo”).

POR FAVOR LEA ESTE AVISO DETENIDAMENTE. ESTE AVISO SE RELACIONA CON UNA PROPUESTA DE ACUERDO DE LITIGIO DE DEMANDA COLECTIVA Y EL POTENCIAL DESEMBOLSO DE UNA PORCIÓN DE LOS FONDOS DEL ACUERDO A USTED. SI USTED ES UN MIEMBRO DEL GRUPO DEL ACUERDO, ESTE AVISO CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A PARTICIPAR O EXCLUIRSE DEL ACUERDO SEGÚN LOS PROCEDIMIENTOS QUE SE DESCRIBEN A CONTINUACIÓN.

Usted está recibiendo este aviso de conformidad con una orden del Tribunal Superior del Condado de San Joaquín (“Tribunal”) que concede la moción de los Demandantes para la aprobación preliminar de una Estipulación Conjunta con respecto al Acuerdo y Liberación PAGA de la Demanda Colectiva (“Acuerdo”) como justo, razonable y adecuado. El Acuerdo se celebró entre las Demandantes Elizabet Sánchez y Griselda Ramírez (“Demandantes” o “Representantes del Grupo”) y el Demandado en nombre de los Miembros del Grupo del Acuerdo como se define anteriormente. Los términos del Acuerdo se describen en el presente documento. Usted recibe este aviso porque los registros del Demandado indican que usted se encuentra dentro de la definición de “Miembro del Grupo del Acuerdo”. Los registros del Demandado también indican que usted trabajó «Workweeks» semanas durante el Período del Grupo del Acuerdo aplicable (como se define a continuación), lo que significa que su parte total de los ingresos del acuerdo se estima en \$«Est_Class_PMT». Su parte real de los ingresos del acuerdo variará según el número total de Miembros del Grupo del Acuerdo que elijan participar y la resolución de cualquier disputa sobre la semana laboral como se describe en este aviso.

Los términos del Acuerdo y una descripción del caso se identifican en este Aviso. De conformidad con la orden del Tribunal, POR LA PRESENTE SE LE NOTIFICA LO SIGUIENTE:

II. ANTECEDENTES DEL CASO

El 7 de diciembre de 2021, la Demandante Elizabet Sánchez presentó una demanda colectiva por salarios y horas contra el Demandado en el Tribunal Superior del Condado de San Joaquín, Caso No. STK-CV-UOE- 2021-11106 (“Demanda *Sanchez*”), en nombre de ella y de los empleados en situación similar. El 18 de noviembre de 2022, la Demandante Griselda Ramírez presentó una demanda colectiva separada sobre salarios y horas en el Condado Superior de San Joaquín, Caso No. STK-CV-UOE-2022-0010664 (“Demanda *Ramirez*”), en nombre de ella misma y de los empleados en situación similar. La Demandante Elizabeth Sánchez modificó su demanda para incluir y consolidar las partes, los reclamos y los alegatos de ambas demandas en el presente caso el 19 de septiembre de 2023. El término “Acción” significa e incluye tanto la Demanda *Sanchez* como la Demanda *Ramirez*. El Período del Grupo del Acuerdo es del 7 de diciembre de 2017 hasta el 29 de septiembre de 2023 (el “Período del Grupo del Acuerdo”).

En la Acción, las Demandantes buscaron obtener salarios impagos, intereses, sanciones legales, sanciones civiles, honorarios y costos en nombre de ellas mismas, los Miembros del Grupo del Acuerdo y los Empleados de PAGA. Las Demandantes sostienen que el Demandado violó la ley de California al: (1) no pagar los salarios por horas extras, (2) no proporcionar períodos de comida ni pagar las primas de los períodos de comida en su lugar, (3) no proporcionar períodos de descanso ni pagar las primas de los períodos de descanso en su lugar de los mismos, (4) no proporcionar declaraciones salariales precisas, (5) no pagar oportunamente los salarios finales, (6) no pagar los reembolsos de gastos, (7) no pagar el salario mínimo por todas las horas trabajadas, (8) no pagar todos los salarios adeudados, (9) incurrir

en violaciones de las leyes de cuotas, (10) realizar deducciones ilegales, (11) participar en competencia desleal y (12) cometer violaciones de PAGA.

El Demandado ha negado todas las acusaciones de las Demandantes. La Acción ha sido litigada activamente. Ha habido investigaciones en curso y ha habido un intercambio de documentación e información extensa. Además, la Acción se resolvió como resultado de una mediación de un día completo facilitada por una tercera parte neutral. Sobre la base de las negociaciones y de todos los hechos y circunstancias conocidos, incluidos los diversos riesgos e incertidumbres relacionados con las acciones legales, las Partes llegaron a un acuerdo colectivo. Al llegar a un acuerdo, las Partes evitarán los riesgos asociados con un largo proceso de litigio. A pesar de aceptar y apoyar el Acuerdo, el Demandado continúa negando todas las acusaciones y reclamos. El Demandado ha celebrado este Acuerdo para resolver total, finalmente y para siempre esta Acción, con base en los términos establecidos en el Acuerdo, a fin de evitar la carga y los gastos asociados con el litigio en curso.

El Acuerdo se aplica a todos y cada uno de los Miembros del Grupo del Acuerdo. El Acuerdo también se aplica a los Empleados de PAGA, que se definen como todos los empleados no exentos que trabajaron para el Demandado en California desde el 7 de diciembre de 2020 hasta el 29 de septiembre de 2023. Si usted es un Miembro del Grupo del Acuerdo, tiene la oportunidad de participar en el acuerdo o de excluirse ("Optar por no participar") del Acuerdo. Este aviso es para informar a los Miembros del Grupo del Acuerdo sobre cómo pueden participar en el acuerdo o ser excluidos del mismo. Como se establece a continuación, los Empleados de PAGA no pueden Optar por no participar en este Acuerdo en lo que se refiere al pago de PAGA o las reclamaciones de PAGA liberadas, independientemente de si optan por no ser Miembros del Grupo del Acuerdo. Los Empleados de PAGA recibirán su parte del Pago PAGA independientemente de si optan por ser Miembros del Grupo del Acuerdo o no.

II. RESUMEN DEL ACUERDO PROPUESTO

A. El Monto del Acuerdo

Según los términos del Acuerdo, el Demandado acordó pagar una suma total de Dos Millones Cincuenta y Tres Mil Dólares (\$2,053,000.00) ("Monto Bruto del Acuerdo"). Se deducirán de este Monto Bruto del Acuerdo las sumas aprobadas por el Tribunal para los honorarios de los abogados que no excedan el 35% del Monto Bruto del Acuerdo, los costos de los abogados que no excedan los \$30,000.00, los Costos del Administrador del Acuerdo estimados que no excedan los \$50,000.00, los Pagos de Mejoras de \$15,000.00 a cada uno de los Representantes del Grupo nombrados, y \$100,000.00 asignados para resolver reclamaciones en virtud de PAGA (el "Pago PAGA"), lo que dará como resultado un "Monto Neto del Acuerdo" que se distribuirá a todos los Miembros del Grupo del Acuerdo. Cualquier impuesto del empleador atribuible a los pagos asignados como salarios será pagado por el Demandado además del Monto Bruto del Acuerdo. Como se explica más adelante, el monto de la participación de cada Miembro del Grupo del Acuerdo en el Monto Neto del Acuerdo dependerá del número de semanas trabajadas por los Miembros participantes del Grupo del Acuerdo durante el Período del Grupo del Acuerdo. De los \$100,000.00 asignados para resolver los reclamos de PAGA, el 75% del Pago PAGA se pagará a la Agencia de Desarrollo del Trabajo y de la Fuerza Laboral del Estado de California y el 25% del Pago PAGA se dividirá entre los Empleados de PAGA.

El número de semanas que usted trabajó durante el Período del Grupo del Acuerdo y su parte total estimada del Monto Neto del acuerdo y el Pago PAGA ("Monto del Acuerdo Individual") se indican en la primera página de este aviso. El monto real recibido puede ser mayor o menor que el monto indicado dependiendo del número real de semanas trabajadas por los Miembros Participantes del Grupo del acuerdo (es decir, aquellos que no Optan por no participar en el Acuerdo), la resolución de cualquier disputa relacionada con las semanas laborales y en las distribuciones finalmente aprobadas y asignadas por el Tribunal. Sin embargo, si los Miembros del Grupo del Acuerdo Optan por no participar no tendrá ningún efecto en las asignaciones de los empleados de PAGA para los reclamos de PAGA.

A. Montos Individuales del Acuerdo y asignación entre los Miembros del Grupo del Acuerdo y los Empleados de PAGA

El Demandado pagará los Montos Individuales del Acuerdo a través del Administrador del Acuerdo, como se describe a continuación, a cada Miembro Participante del Grupo del Acuerdo y a los Empleados de PAGA. Todos los Montos del Acuerdo Individual estarán sujetos a los impuestos correspondientes. Las Partes han acordado, con base en las alegaciones de la Demanda, que todos los Montos Individuales del Acuerdo pagaderos a los Miembros elegibles del Grupo del Acuerdo se asignarán del Monto Neto del Acuerdo y se pagarán como un 80% por intereses en disputa, sanciones legales y otros daños no salariales por que emitirán los formularios 1099-MISC y 1099-INT del IRS y el 20% para los salarios en disputa para los cuales emitirán los formularios W- 2 del IRS. El pago de PAGA a los Empleados de PAGA se pagará en un 100% por sanciones civiles.

El pago a los Miembros Participantes del Grupo del Acuerdo y a los Empleados de PAGA no requerirá la presentación de un formulario de reclamación. La porción de cada Miembro Participante del Grupo se determinará dividiendo el total de semanas trabajadas dentro del Período del Grupo del acuerdo entre el total de semanas trabajadas por todos los Miembros Participantes del Grupo del Acuerdo dentro del Período del Grupo del Acuerdo. Luego, esa fracción se multiplicará por el Monto Neto del Acuerdo para llegar a la porción individual del Miembro del Grupo del Acuerdo en el Monto Neto del Acuerdo. La parte de cada Empleado de PAGA en la porción del 25% del Pago de PAGA se determinará dividiendo el total de semanas trabajadas dentro del Período de PAGA por el total de semanas trabajadas por todos los Empleados de PAGA dentro del Período de PAGA. Luego, esa fracción se multiplicará por la porción del 25% del Pago PAGA para llegar a la participación individual del Empleado PAGA. El Período PAGA se define como del 7 de diciembre de 2020 hasta el 29 de septiembre de 2023. Los registros del Demandado indican que usted trabajó «Pay_Periods» semanas durante el Período PAGA aplicable,

lo que significa que su parte del Pago PAGA se estima es \$«Est_PAGA_PMT». Este monto está incluido en el Monto del Acuerdo Individual estimado indicado en la primera página de este aviso, no además del mismo. Seguirá recibiendo su parte del pago PAGA incluso si opta por no ser miembro del grupo del acuerdo. La recepción de los Montos Individuales del Acuerdo no dará derecho a ningún Miembro del Grupo del Acuerdo ni Empleado de PAGA a compensación o beneficios adicionales bajo ninguna compensación, jubilación o plan de beneficios o acuerdo vigente durante el período cubierto por el Acuerdo.

C. Los cálculos se basarán en los registros del Demandado y la resolución de disputas sobre las Semanas Laborales

Para cada Miembro del Grupo del Acuerdo, el Administrador del Acuerdo calculará el monto pagadero a partir de los registros del Demandado. Se presumirá que los registros del Demandado son correctos a menos que se proporcione evidencia en contrario al Administrador del Acuerdo. Los registros del Demandado y cualquier evidencia adicional serán revisados por el Administrador del Acuerdo en caso de una disputa sobre el número de semanas laborales trabajadas por un Miembro Individual del Grupo del Acuerdo. Si un miembro del grupo del acuerdo cuestiona la exactitud de los registros del Demandado, todos los documentos de respaldo que demuestren semanas laborales adicionales deben ser presentados por el Miembro del Grupo del Acuerdo. La disputa debe (a) identificar la naturaleza de la disputa; (b) proporcionar cualquier información o documentación que respalde la disputa; (c) estar firmado; y (d) tener matasellos a más tardar el 2 de agosto de 2024. La disputa será resuelta por el Administrador del Acuerdo basándose en los registros y las pruebas proporcionadas.

D. Liberación de Reclamaciones

Para aquellos Miembros del Grupo del Acuerdo que no optan por no participar y los empleados de PAGA, el Acuerdo contiene las siguientes exenciones:

Se considerará que los Miembros del Grupo del acuerdo que no opten por no participar han renunciado a los reclamos establecidos en la Acción, que incluyen, entre otros: (1) falta de pago de salarios por horas extras; (2) violaciones del período de comida; (3) violaciones del período de descanso; (4) violaciones de la declaración de salarios; (5) falta de pago oportuno de los salarios finales; (6) falta de reembolso de gastos; (7) falta de pago de salarios mínimos; (8) falta de pago de todos los salarios; (9) hacer deducciones ilegales; (10) violación de la sección 2100, *et seq.* del Código Laboral, y (11) reclamaciones por competencia desleal basadas en los mismos, así como cualquier reclamación que razonablemente podría haberse afirmado con base en los hechos alegados en la Acción o cualquier carta a la LWDA en relación con el Demandado y los Representantes del Grupo y/o el grupo putativo, y reclamaciones por intereses, sanciones (incluidas, entre otras, sanciones por tiempo de espera), así como cualquier reclamación en virtud del Código Laboral de California que se haya afirmado o que razonablemente podría haberse afirmado con base en los hechos alegados en la Acción o en las cartas de los Demandantes a la LWDA por violaciones de los artículos 201, 201.3, 201.5, 201.6, 201.9, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218.6, 221, 222, 223, 226, 226.3, 226.7, 245, 245.8, 246, 246.5, 247, 248.5, 256, 351, 352, 353, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197 y siguientes, 1197.1, 1198, 1198.5, 1199, 2100-2112, 2699.3, 2699.5, 2800, 2802, 2810.5 y la sección 1021.5 del Código de Procedimiento Civil de California.

Se considerará que los Empleados de PAGA han liberado los reclamos de PAGA afirmados en la Acción o las cartas de los Demandantes a la LWDA o que razonablemente podrían haber sido afirmados con base en los hechos alegados en la Acción o las cartas de los Demandantes a la LWDA, ya sea que se hayan afirmado o no bajo Código Laboral de California y Órdenes salariales de la Comisión de Bienestar Industrial de California por violaciones de las secciones 96(k), 98.6, 201, 201.3, 201.5, 201.6, 201.7, 201.9, 202, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d), 216, 221, 222, 222.5, 223, 224, 226, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 245, 245.8, 246, 246.5, 247, 248.5, 256, 351, 352, 353, 403, 404(b), 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 558, 558.1, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1024.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174.5, 1194, 1194.2, 1197 y siguientes, 1197.1, 1197.5, 1198, 1198.3, 1198.5, 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5, 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2100 y siguientes, 2651, 2673, 2673.1, 2695.2, 2699, 2699.3, 2699.5, 2800, 2801, 2802, 2806, 2810, 2810.5, 2929, 3073.6, 6310, 6311, 6399.7 y Órdenes Salariales aplicables de la IWC y Código de Regulaciones de California, Título 8, sección 11000 *et seq.* Los Empleados de PAGA no pueden Optar por no participar en esta exención de reclamaciones.

Las personas liberadas (“Partes Liberadas”) incluyen al Demandado y cualquiera de sus matrices, subsidiarias, predecesores, sucesores y afiliados directos o indirectos pasados, presentes y futuros, incluidos, entre otros, los Pacific Coast Producers, así como cada uno de sus productores pasados, funcionarios, directores, empleados, socios, miembros, accionistas y agentes, abogados, aseguradores, reaseguradores presentes y futuros y cualquier individuo o entidad que pueda ser solidariamente responsable con el Demandado.

Los Miembros del Grupo del Acuerdo y/o los Empleados de PAGA pueden hablar con uno de los abogados designados como Abogados del Grupo (enumerados a continuación) de forma gratuita o hablar con su propio abogado si tienen preguntas sobre los reclamos liberados y lo que significan.

III. ¿CUÁLES SON SUS DERECHOS COMO MIEMBRO DEL GRUPO DEL ACUERDO?

B. Participar como Miembro del Grupo del Acuerdo

Si usted desea ser un Miembro Participante del Grupo del Acuerdo y cree que la información de sus semanas laborales es precisa, **no necesita tomar ninguna medida adicional**. El pago se le realizará automáticamente de conformidad con los términos del Acuerdo y la Orden Judicial. Si usted desea disputar el cálculo de las semanas laborales, puede seguir los procedimientos descritos en la Sección II.C mencionados anteriormente. La ley de California protege a los Miembros del Grupo del Acuerdo contra represalias basadas en su decisión de participar en el Acuerdo.

B. Excluirse como Miembro del Grupo del Acuerdo

El Tribunal lo excluirá de ser un Miembro del Grupo del Acuerdo si lo solicita antes del 2 de agosto de 2024. Si usted no desea estar obligado por el Acuerdo, puede solicitar ser excluido (es decir, "Optar por no participar") presentando una solicitud escrita oportuna al Administrador del Acuerdo. La Solicitud de Exclusión Voluntaria debe (a) indicar su nombre completo y fecha de nacimiento; (b) una declaración de que usted no desea ser Miembro del Grupo, no desea participar en el Acuerdo y/o desea ser excluido de este Acuerdo; (c) identificar el nombre y el número del caso (es decir, *Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106); (d) estar firmado; y (e) tener matasellos a más tardar del 2 de agosto de 2024. La Solicitud de Exclusión debe enviarse por correo postal de primera clase de EE. UU., o su equivalente, a:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

Si usted envía una Solicitud de Exclusión que no tenga matasellos a más tardar del 2 de agosto de 2024, su Solicitud de Exclusión será rechazada y usted estará obligado por la exención y todos los demás términos del Acuerdo. No utilice una máquina franqueadora, ya que es posible que no aparezca un matasello en el sobre que contiene su Solicitud de Exclusión Voluntaria. Cualquier Miembro del Grupo del Acuerdo que presente una solicitud completa y oportuna para optar por no participar, al recibirla el Administrador del Acuerdo, dejará de ser un Miembro del Grupo del Acuerdo y no recibirá su parte del Monto Neto del Acuerdo. Los Empleados de PAGA no pueden optar por no participar en este Acuerdo y recibirán su parte del Pago PAGA independientemente de si optan por ser Miembros del Grupo del Acuerdo o no.

C. Objetar al Acuerdo

Si usted no Opta por no participar en el Acuerdo, puede objetar a los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá obligado por los términos del Acuerdo. Puede pedirle al Tribunal que niegue la aprobación presentando una objeción. No puede pedirle al Tribunal que ordene un acuerdo mayor; el Tribunal sólo puede aprobar o rechazar el acuerdo. Si el Tribunal niega la aprobación, no se enviará ningún pago del acuerdo y la demanda continuará. La objeción debe (a) indicar su nombre completo y fecha de nacimiento; (b) proporcionar evidencia de que usted es, de hecho, un Miembro del Grupo; (c) indicar los motivos de la(s) objeción(es), incluida la documentación de respaldo; (d) identificar el nombre y el número del caso (es decir, *Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106) (e) estar firmado; y (f) tener matasellos a más tardar del 2 de agosto de 2024. La objeción debe enviarse al Administrador del Acuerdo a la dirección identificada en la Sección III.B y a los abogados de los Demandantes y el Demandado a las direcciones identificadas en la Sección VI de este aviso.

Si usted ha presentado una objeción por escrito como se describe anteriormente, también puede presentarse a la Audiencia de Aprobación Final para expresar su objeción. Cualquier Miembro del Grupo del Acuerdo que no solicite la exclusión puede, si así lo desea, comparecer a través de un abogado. Si usted se presenta a través de su propio abogado, usted es responsable de pagarle. También debe presentar un aviso de intención de comparecer ante el tribunal y entregar el aviso a los Abogados de los Demandantes y del Demandado.

IV. EFECTO DEL ACUERDO: DERECHOS Y RECLAMACIONES LIBERADOS

Si el Tribunal concede la Aprobación Final del Acuerdo, entrará y dictará sentencia de conformidad con el mismo. La sentencia, ya sea favorable o no, vinculará a todos los Miembros del Grupo del Acuerdo que no soliciten la exclusión. Después de la Aprobación Final, todos y cada uno de los Miembros del Grupo del Acuerdo que no Opten por no participar en el acuerdo y los Empleados de PAGA liberarán al Demandado y a las Partes Liberadas de los Reclamos del Grupo Liberados y de los Reclamos PAGA Liberados descritos anteriormente. En otras palabras, si usted fue empleado como Miembro del Grupo del Acuerdo por el Demandado en California durante el Período del Grupo del Acuerdo y no se excluye del Acuerdo, se considerará que ha aceptado estas liberaciones y que ha eximido a los mencionados anteriormente. reclamaciones descritas. Además, se le prohibirá demandar al Demandado y a las Partes Liberadas con respecto a los reclamos cubiertos por este Acuerdo. Si el Tribunal no aprueba el Acuerdo o no se vuelve definitivo por algún otro motivo, el litigio continuará.

V. AUDIENCIA DE APROBACIÓN DEL ACUERDO FINAL

El Tribunal celebrará una audiencia en el Departamento 11B, en 180 E Weber Ave., 2nd Floor Stockton, CA 95202 el 22 de agosto de 2024, a las 9:00 a.m. para determinar si el Acuerdo debe aprobarse finalmente como justo, razonable y adecuado. También se le pedirá

al Tribunal que apruebe la solicitud de los Abogados del Grupo sobre honorarios y costos de abogados, los costos del Administrador del Acuerdo y el Pago de Mejora de los Representantes del Grupo. La Audiencia podrá ser reprogramada sin previo aviso. No es necesario que usted se presente a esta audiencia.

VI. INFORMACIÓN ADICIONAL

Usted puede acceder a la Demanda, la Moción de Aprobación Preliminar de los Abogados del Grupo, el Acuerdo y cualquier otro documento requerido por el Tribunal en el sitio web del Administrador del Acuerdo: www.apexclassaction.com/pacificcoastproducers. También puede comunicarse con los Abogados del Grupo o los Abogados del Demandado de la siguiente manera:

En nombre de los Demandantes

Galen T. Shimoda	Daniel J. Hyun	Jose R. Garay
Justin P. Rodriguez	Law Office of Daniel J. Hyun	Jose Garay, APLC
Renald Konini	1100 West Town and Country Road, Suite 1250	249 E. Ocean Blvd. #814
Shimoda & Rodriguez Law, PC	Orange, California 92868	Long Beach, CA 90802
9401 East Stockton Blvd., Suite 120	Teléfono: (949) 590-4122	Teléfono: (949) 208-3400
Elk Grove, CA 95624	Fax: (949) 528-2596	
Teléfono: (916) 525-0716		
Fax: (916) 760-3733		

En nombre del Demandado

John H. Adams, Jr.
Elizabeth Staggs-Wilson
Littler Mendelson, P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814
Teléfono: (916) 830-7200
Fax: (916) 561-0828

POR FAVOR NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA CONSULTAR SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN. SI USTED TIENE ALGUNA PREGUNTA, POR FAVOR LLAME AL (800) 355-0700.

POR ORDEN DEL TRIBUNAL

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiffs ELIZABET SANCHEZ
individually and on behalf of similarly situated employees

[additional parties continued on next page]

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-11106

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

CLASS ACTION

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

Date: August 22, 2024

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Robert T. Waters

Filed: December 7, 2021

FAC Filed: February 14, 2022

SAC Filed: March 29, 2023

TAC Filed: September 19, 2023

Trial Date: None Set

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15 Attorneys for Plaintiff GRISELDA RAMIREZ

16 individually and on behalf of similarly situated employees

1 I, Elizabet Sanchez, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Pacific Coast Producers ("Defendant") from approximately
6 November 2020 to August 2021 as a non-exempt employee. I was subject to all of Defendant's
7 policies and practices that have been alleged as unlawful in the Complaint and the notice sent to the
8 Labor and Workforce Development Agency, including the following: failure to pay overtime, failure to
9 pay minimum wages, failure to provide accurate wage statements, failure to timely pay final wages,
10 failure to provide meal and rest periods or pay premiums in lieu thereof, failure to reimburse employees
11 for incurred expenses, failure to pay all wages, unlawful deductions, violation of California's Quota
12 Laws, and engaging in unfair competition.

13 3. I have actively participated in the litigation of this case for the benefit of all Settlement
14 Class Members. Prior to obtaining an attorney, I performed several hours of research trying to find a
15 quality attorney to handle the claims. I also performed several hours of research on the potential
16 claims, so I could be sure I could have an informed discussion with the attorneys about the claims and
17 have a better idea of what to expect in litigation and how to help the case proceed. After securing
18 Shimoda & Rodriguez Law, PC, I continued to be actively involved in the case to help ensure a positive
19 outcome.

20 4. My attorneys explained to me the risks and benefits of bringing a class action and a
21 claim under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a
22 class and PAGA action meant that it would take substantially longer than pursuing my claims
23 individually, whether in Court or with the California Labor Commissioner, and that I risked getting
24 nothing in the end, but I believed it was important to make sure that Defendant followed the law for
25 everyone. I understood that I took on the risk, both professionally and financially, in pursuing the case
26 as a class and PAGA action rather than pursuing my claims individually, including the risk of having to
27 pay Defendant's costs if we were unsuccessful in bringing our claims.

1 5. During the course of this litigation, I have given detailed accounts of all the facts related
2 to my employment. I provided my attorneys with extensive documentation that I believe supported the
3 claims brought against Defendant. I met with and assisted my attorneys in understanding these
4 documents and providing context for Defendant's payroll process as it applied to me and how I
5 believed it applied to Defendant's other employees. I worked in multiple departments. I worked as a
6 receptionist for most of the time, but I also helped with assignments in the traffic/dispatch department,
7 so I was able to discuss the similarities of the wage and hour policies and practices among all
8 Settlement Class Members.

9 6. The work I performed for this case included an extensive review of documents and
10 payroll practices to show and explain to my attorneys what was happening and why I thought it was
11 unlawful. For example, I searched for and reviewed many payroll documents and work-related
12 documents to show and explain to my attorneys what was happening and why certain practices were
13 unlawful. I helped review and explain to my attorney's different documents such as payroll documents,
14 paystubs and payroll records, payroll polices, bonus compensation policies, meal and rest period
15 policies, employee handbook, timesheets, and Defendants' practices of such policies. Also, I spent a
16 substantial amount of time discussing the bonus compensation policies, and the circumstances under
17 which they would be earned. This was very important because directly related to our regular rate
18 claims of calculating overtime wages, meal and rest period premiums, and paid sick leave. This helped
19 not only the overtime wages, meal and rest period premiums, and paid sick leave claims but also claims
20 related to waiting time penalties and failure to provide accurate wage statements. Moreover, I provided
21 my attorneys with payroll records which helped my attorneys investigate Defendant's rounding and
22 clock in policies. I also provided information regarding potential collective bargaining agreements and
23 their potential applicability and scope. Furthermore, I provided text messages to my attorneys to show
24 the necessity of work-related cell phone use even for communication between employees and
25 management throughout the workday. Finally, I sought out potential witnesses for my attorneys to
26 interview and obtain declarations in support of our claims. Overall, I have spent an enormous amount
27 of time assisting in the prosecution of this case.
28

1 7. I participated in the negotiations and settlement discussions in this case, including
2 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
3 additional information needed to assist the negotiations, and discussing the potential terms of the
4 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
5 when I needed clarification about various aspects of this case to make sure there were continually steps
6 taken to advance the interests of Settlement Class Members.

7 8. Although I have already spent a substantial amount of time on this case and assisting my
8 attorneys, I expect the amount of time I spend on this case will increase if final approval is granted
9 because Participating Class Members and/or PAGA Employees will likely reach out to me about the
10 Settlement and the process for receiving payment.

11 9. I have not received any benefits as a result of filing this lawsuit. I have, however,
12 experienced substantial burdens as a result of filing the lawsuit that other Settlement Class Members
13 were not subject to. For example, in bringing the lawsuit, I assumed the risk of having to pay
14 Defendant's costs if the Court or jury rules against us on the claims. My understanding is that this is a
15 substantial risk because the costs associated with litigation, in general, are very high and this cost is
16 multiplied many times over in complex litigation like class actions. I have spent a substantial amount
17 of time in this case, securing a monetary benefit for many individuals who have not had to do anything
18 whatsoever to have the opportunity to receive it. I have been employed full-time during the majority of
19 the time this case has been pending. As a result, the time I have spent on this case has to occur during
20 my lunch and/or break times, after hours, and on my days off. This is particularly challenging because
21 I am a single mother and have a small child who I must take care of full time. Rather than spend this
22 time with friends and family, I have spent this time for the benefit of Settlement Class Members. I
23 have also experienced a great amount of anxiety arising because of litigation in this case. Finally, as
24 part of the Settlement, I am providing a general release of all my individual claims and waiving the
25 protections of California Civil Code section 1542 for unknown claims. Settlement Class Members are
26 not subject to such a broad release.

10. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the facts of the case.

11. I understand that any Enhancement Payment I may receive is for my participation as a Class Representative and it is not contingent on my support or approval of the Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 28, 2024, in Stockton, California.


Elizabeth Sanchez (Jul 28, 2024 13:57 PDT)
Elizabeth Sanchez

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Attorneys for Plaintiffs ELIZABET SANCHEZ
individually and on behalf of similarly situated employees

[additional parties continued on next page]

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-11106

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

CLASS ACTION

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

Date: August 22, 2024

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Robert T. Waters

Filed: December 7, 2021

FAC Filed: February 14, 2022

SAC Filed: March 29, 2023

TAC Filed: September 19, 2023

Trial Date: None Set

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15 Attorneys for Plaintiff GRISELDA RAMIREZ

16 individually and on behalf of similarly situated employees

1 I, Griselda Ramirez, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Pacific Coast Producers ("Defendant") from approximately
6 August 2003 to August 6, 2022, as a non-exempt employee. My job consisted of quality control duties
7 by grading and testing tomatoes in Defendant's lab, obtaining samples of tomatoes and grading the
8 amount of salt and acid present in the tomatoes, examining PH levels and temperatures of sauces, and
9 examining cans and other tomato products.

10 3. While I was working for Defendant, I became familiar with Defendant's business
11 practices, which led me to believe that many of Defendant's employees were being paid incorrectly,
12 were not receiving the legally required breaks, and were not being reimbursed business expenses,
13 among other things.

14 4. Before this class action lawsuit was filed, I came forward as a class representative. I
15 spoke at length with my attorneys about Defendant's various employment practices, why I believed
16 these practices were illegal, and Defendant's business operations.

17 5. When I decided to become involved in this lawsuit as a Class Representative, I
18 understood that I would be subjected to the stigma that is sometimes associated with people who bring
19 these types of lawsuits. I am aware that this action is public record and may appear on a background
20 check, thereby affecting my future employment prospects. I understood that the lawsuit could continue
21 for several years and require my attention and participation the entire time. I was made aware that I
22 could become responsible for some or all of Defendant's legal costs if the case did not conclude
23 successfully. Despite these risks, I decided to serve as a Class Representative because it was the right
24 thing to do.

25 6. I spent many hours working on this case before and after it was filed. During the
26 pendency of the case, I continued to provide my attorneys with information related to Defendant's
27 working conditions including their practices and procedures. I also searched for and gathered
28 information and documents related to the case. I conferred with my attorneys on numerous occasions to

1 provide insight and perspective on this case as well as obtain updates regarding the action and to
2 answer questions. I also conferred with and identified class members who were willing to testify for
3 purposes of class certification.

4 7. I discussed the case in detail with my attorneys, including its potential strengths and
5 weaknesses. I believe that my thorough knowledge of Defendant's practices assisted them in evaluating
6 the claims and assessing the potential damages.

7 8. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and
8 Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe the
9 terms of the Settlement and allocations are fair and reasonable given the facts of the case.

10 9. I understand that any Class Representative Enhancement Payment I may receive is for
11 my participation as a Class Representative and it is not contingent on my support or approval of the
12 Agreement.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed on 07/26/2024 in Woodland, California.

15
16
17 
Griselda Ramirez (Jul 26, 2024 12:21 PDT)

18 _____
Griselda Ramirez

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Attorneys for Plaintiffs ELIZABET SANCHEZ
individually and on behalf of similarly situated employees

[additional parties continued on next page]

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-11106

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: August 22, 2024

Time: 9:00 a.m.

Dept.: 11B

Judge Hon. Robert T. Waters

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15 Attorneys for Plaintiff GRISELDA RAMIREZ

16 individually and on behalf of similarly situated employees

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiffs' Operative Complaint
C	Plaintiffs' Letters to the LWDA Regarding PAGA Claims
D	Plaintiffs' Itemized Costs
E	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: July 29, 2024

Shimoda & Rodriguez Law, PC

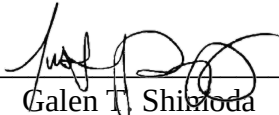
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
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Exhibit A

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Attorneys for PACIFIC COAST PRODUCERS

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation ; and DOES 1 to 100, inclusive,

Defendant.

Case No.: STK-CV-UOE-2021-11106

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: December 7, 2021
FAC Filed: February 14, 2022
SAC Filed: March 29, 2023
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Trial Date: None Set

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15 Attorneys for Plaintiff GRISELDA RAMIREZ
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1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between Plaintiffs Elizabet Sanchez and Griselda Ramirez (collectively “Plaintiffs”), on behalf
3 of themselves, the Labor and Workforce Development Agency, Settlement Class Members, and PAGA
4 Employees, and Defendant Pacific Coast Producers, (“Defendant”). This Agreement is subject to the terms
5 and conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the cases of *Sanchez v. Pacific Coast Producers*, San Joaquin County
9 Superior Court, Case No. STK-CV-UOE-2021-11106, filed December 7, 2021, and *Ramirez v. Pacific*
10 *Coast Producers*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-0010664, filed
11 November 18, 2022.

12 1.2 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
13 Regarding Class Action and PAGA Settlement and Release.

14 1.3 “Class Representatives” means Plaintiff Elizabet Sanchez and Griselda Ramirez.

15 1.4 “Class Representatives’ Released Claims” means all claims arising from or that are related
16 in any way to the Class Representatives’ employment with Defendant, or that could have been asserted
17 under federal, state, or local laws, and/or ordinances, or tort or contract theories, whether known or
18 unknown, and whether anticipated or unanticipated, including without limitation statutory, constitutional,
19 contractual or common law claims for lost wages, unpaid wages, emotional distress, punitive damages,
20 special damages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation
21 costs, restitution, equitable relief or other similar relief or claims. In addition, as to the claims of Class
22 Representatives, the Released Claims further include, without limitation, any and all claims whatsoever
23 regarding Class Representatives’ respective employment and/or termination of employment including, but
24 not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits,
25 stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful
26 retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law
27 torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful
28 discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendant’s right

to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Class Representatives shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Class Representatives, for themselves, have read Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Class Representatives understand that Section 1542 gives them the right not to release existing claims of which they are not now aware unless they voluntarily choose to waive this right. Having been so apprised, Class Representatives nevertheless voluntarily waive the rights described in Section 1542 and elect to assume all risks for claims that now exist in their favor, whether known or unknown. The release of the claims of Class Representatives as set forth in this paragraph is a condition precedent to enforcement of this Settlement Agreement. The Class Representatives' Released Claims exclude claims for workers' compensation, unemployment insurance benefits, or other claims that cannot be released as a matter of law.

1.5 "Complaint" means the operative Complaint on file in the Action with the Court.

1.6 "Court" means the San Joaquin County Superior Court.

1.7 "Defendant" means Pacific Coast Producers.

1.8 "Defendant's Counsel" means Littler Mendelson, P.C.

1.9 "End Date" means the sooner of the Preliminary Approval Date or the date Defendant has elected to end the Settlement Class Period so as not to exceed 376,287 workweeks pursuant to Section 10.2.

1.10 "Enhancement Payment" means the amount approved by the Court to be paid to the Class Representatives in recognition of the time and effort expended on behalf of Settlement Class Members for the benefit of Settlement Class Members, which is in addition to any Individual Settlement Amount paid to the Class Representatives as a Participating Class Member.

1 1.11 “Effective Date” means the later of the following events: five (5) calendar days after the
2 period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has
3 elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the
4 Final Approval Date and filing of a notice of entry of judgment; or, if any appeal, writ, or other appellate
5 proceeding opposing Final Approval has been filed within that timeframe; five business days after any
6 appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively been
7 dismissed with no right to pursue further remedies or relief. No funding of the Settlement shall occur until
8 at least ten (10) calendar days after the Effective Date.

9 1.12 “Final Approval Date” means the date a signed order granting final approval of this
10 Agreement is filed with or entered by the Court and a notice of entry of judgment has been filed.

11 1.13 “Gross Settlement Amount” is the sum of Two Million Fifty Three Thousand Dollars and
12 Zero Cents (\$2,053,000.00) or the proportional increased amount Defendant elects to pay pursuant to
13 Section 10.2 of this Agreement.

14 1.14 “Individual Settlement Amount” means an individual Settlement Class Member’s and
15 PAGA Employee’s allocation of the Net Settlement Amount and PAGA Payment, respectively, as defined
16 in Sections 1.16, 1.20, 5.5, and 5.8.

17 1.15 “LWDA” means the California Labor and Workforce Development Agency.

18 1.16 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
19 distribution to Settlement Class Members, as described in this Agreement, after deduction of Settlement
20 Class Counsel’s attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment,
21 and Enhancement Payment to the Class Representatives.

22 1.17 “Notice of Settlement” means the document substantially in the form attached hereto as
23 Exhibit 1.

24 1.18 “Notice Period” means forty-five (45) calendar days from the initial mailing of the Notice
25 of Settlement to Settlement Class Members and PAGA Employees.

26 1.19 “PAGA” means Private Attorneys General Act.

27 1.20 “PAGA Employee(s)” means all persons who are Settlement Class Members who were
28 Employed by Defendant at any time from December 7, 2020, through the End Date.

1 1.21 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
2 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

3 1.22 “PAGA Period” means the time period from December 7, 2020, through the End Date.

4 1.23 “Parties” mean Defendant and Plaintiffs.

5 1.24 “Participating Class Member” means any and all Settlement Class Members who have not
6 made any timely request to opt-out of the Agreement.

7 1.25 “Preliminary Approval Date” means the date a signed order granting preliminary approval
8 of this Agreement is filed with or entered by the Court.

9 1.26 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
10 benefit of the Participating Class Members and/or PAGA Employees and from which the payments under
11 this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall
12 remain the property of Defendant until the payments required under the Agreement are made.

13 1.27 “Qualifying Pay Periods” are pay periods worked by PAGA Employees during the PAGA
14 Period in California. A Qualifying Pay Period shall include any pay period in which a PAGA Employee
15 worked at least one (1) day. The determination of a PAGA Employee’s Qualifying Pay Periods and
16 whether a PAGA Employee was actively employed in California in a particular pay period shall be
17 construed from Defendant’s records.

18 1.28 “Qualifying Workweeks” are weeks worked by Settlement Class Members during the
19 Settlement Class Period in California. Qualifying Workweeks shall be defined as the total length of service
20 (in days) in California during the Settlement Class Period divided by seven. The calculation of a Settlement
21 Class Member’s workweeks and a determination as to whether a Settlement Class Member was actively
22 employed in California in a particular workweek shall be construed from Defendant’s records.

23 1.29 “Released Class Claims” means the claims set forth in the Action, including, but not limited
24 to: (1) failure to pay overtime wages; (2) meal period violations; (3) rest period violations; (4) wage
25 statement violations; (5) failure to timely pay final wages; (6) failure to reimburse expenses; (7) failure to
26 pay minimum wages; (8) failure to pay all wages; (9) making unlawful deductions; (10) violation of Labor
27 Code section 2100, *et seq.*, and (11) claims for unfair competition based thereon, as well as any claims that
28 reasonably could have been asserted based on the facts alleged in the Action or any letter to the LWDA

concerning Defendant and the Class Representatives and/or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties), as well as any claims under the California Labor Code that were asserted or reasonably could have been asserted based on the facts alleged in the Action or Plaintiffs' letters to the LWDA for violations of Labor Code sections 201, 201.3, 201.5, 201.6, 201.9, 202, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218.6, 221, 222, 223, 226, 226.3, 226.7, 245, 245.8, 246, 246.5, 247, 248.5, 256, 351, 352, 353, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1198, 1198.5, 1199, 2100-2112, 2699.3, 2699.5, 2800, 2802, 2810.5 and California Code of Civil Procedure section 1021.5.

1.30 "Released PAGA Claims" means the PAGA claims asserted in the Action or Plaintiffs' letters to the LWDA or that reasonably could have been asserted based on the facts alleged in the Action or Plaintiffs' letters to the LWDA, whether or not asserted under California Labor Code and California Industrial Welfare Commission Wage Orders for violations of Labor Code sections 96(k), 98.6, 201, 201.3, 201.5, 201.6, 201.7, 201.9, 202, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d), 216, 221, 222, 222.5, 223, 224, 226, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 245, 245.8, 246, 246.5, 247, 248.5, 256, 351, 352, 353, 403, 404(b), 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 558, 558.1, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1024.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1174.5, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1197.5, 1198, 1198.3, 1198.5, 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5, 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2100 *et seq.*, 2651, 2673, 2673.1, 2695.2, 2699, 2699.3, 2699.5, 2800, 2801, 2802, 2806, 2810, 2810.5, 2929, 3073.6, 6310, 6311, 6399.7, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* PAGA Employees cannot opt out of this waiver of claims.

1.31 "Released Parties" means Defendant and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to Pacific Coast Producers, as well as each of its past, present and future officers, directors, employees, partners,

1 members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could
2 be jointly liable with Defendant.

3 1.32 “Settlement Administrator” means and refers to Apex Class Action, LLC, the third-party
4 entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party
5 administrator agreed to by the Parties and approved by the Court for the purposes of administering this
6 Agreement. The Parties each represent that they do not have any financial interest in the Settlement
7 Administrator.

8 1.33 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
9 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
10 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
11 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
12 associated with preparing, issuing and mailing any and all notices and other correspondence to Settlement
13 Class Members and/or PAGA Employees; all costs and fees associated with communicating with
14 Settlement Class Members and/or PAGA Employees, Settlement Class Counsel, and Defendant’s Counsel;
15 all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement
16 Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll
17 taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms
18 relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns
19 and any other filings required by any governmental taxing authority or agency; all costs and fees associated
20 with preparing any other notices, reports, or filings to be prepared in the course of administering Individual
21 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
22 in connection with the execution of its duties under this Agreement.

23 1.34 “Settlement Class” means all current and former non-exempt, California, hourly paid
24 employees of Defendant at any time from December 7, 2017, through the End Date.

25 1.35 “Settlement Class Counsel” means Justin P. Rodriguez, Galen T. Shimoda, and Renald
26 Konini of Shimoda & Rodriguez Law, PC, Jose R. Garay of Jose Garay, APLC, and Daniel J. Hyun of
27 Law Office of Daniel J. Hyun.

28 1.36 “Settlement Class Member” means any individual who is a member of the Settlement Class.

1 1.37 “Settlement Class Period” means the time period from December 7, 2017, through the End
2 Date.

3 **2. DESCRIPTION OF THE LITIGATION**

4 2.1 Prior to filing their respective lawsuits, Plaintiffs sent notice to the LWDA to exhaust
5 administrative remedies under the PAGA for alleged violations of the California Labor Code, including for
6 failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or pay meal
7 period premiums in lieu thereof, failure to provide rest periods or pay rest period premiums in lieu thereof,
8 failure to provide accurate wage statements, failure to pay final wages, failure to pay reimbursements for
9 expenses, failure to maintain accurate records, failure to provide paid sick leave, violation of quota laws,
10 and unlawful deductions. Plaintiff Elizabet Sanchez sent notice on November 24, 2021, and further
11 amended notices on March 20, 2023, and June 29, 2023. Plaintiff Griselda Ramirez sent notice on
12 November 10, 2022, and a further amended notice on April 13, 2023. The LWDA did not respond to the
13 notices within the statutorily required time frame and, as such, Plaintiffs became authorized to act as a
14 Private Attorneys General on all alleged PAGA claims.

15 2.2 On or about December 7, 2021, Plaintiff Sanchez filed a class action complaint in San
16 Joaquin County Superior Court on behalf of herself and similarly situated employees against Defendant.
17 Plaintiff Sanchez filed a First Amended Complaint on approximately February 14, 2022, to add a PAGA
18 cause of action based on the violations alleged in the November 24, 2021, notice to the LWDA on behalf
19 of herself and PAGA Employees. On or about March 29, 2023, Plaintiff Sanchez filed a Second Amended
20 Complaint to add additional claims under the PAGA cause of action based on the violations alleged in the
21 March 20, 2023, notice to the LWDA. On or about November 18, 2022, Plaintiff Ramirez filed a separate
22 class action complaint in San Joaquin County Superior Court on behalf of herself and similarly situated
23 employees against Defendant. Plaintiff Ramirez filed a First Amended Complaint on approximately
24 February 1, 2023, to add a PAGA cause of action based on the violations alleged in the November 10,
25 2022, notice to the LWDA. Both lawsuits alleged wage and hour violation and/or PAGA claims based on
26 the alleged violations of the California Labor Code outlined above as well as derivate claims for unfair
27 competition under the California Business and Professional Code sections 17200 *et seq.* On or about
28 September 19, 2023, Plaintiffs filed a Third Amended Complaint in this lawsuit, consolidating all claims,

1 causes of action, parties, and allegations in the Action.

2 2.3 Through informal discovery, Defendant and Defendant's Counsel provided copies of all
3 applicable versions of its policies and procedures, employee handbooks, and all payroll data for all
4 Settlement Class Members, including their timecard data, paystub data, rates of pay, workweeks, and pay
5 periods. Settlement Class Counsel independently investigated all aspects of the claims through interviews
6 of Settlement Class Members, former managerial employees, investigation of applicable collective
7 bargaining agreements, and other pertinent information relating to the alleged claims.

8 2.4 On June 26, 2023, mediation was held with Hon. Ann I. Jones (Ret.). At the conclusion of
9 the mediation, a settlement covering all claims in the Action was reached. At all times, the settlement
10 negotiations have been non-collusive, adversarial, and at arm's length. To facilitate a more efficient, cost
11 effective approval process, the Parties agreed to consolidate the Action into Plaintiff Sanchez's lawsuit.

12 2.5 Discussions between Plaintiffs and Settlement Class Counsel, between counsel for the
13 Parties, document productions, extensive legal analysis, the provision of information by Defendant and the
14 detailed analysis of the records have permitted each side to assess the relative merits of the claims and the
15 defenses to those claims.

16 2.6 In the Action, Plaintiffs contend that Defendant violated California law by: (1) failing to
17 pay overtime wages, (2) failing to provide meal periods or pay meal period premiums in lieu thereof, (3)
18 failing to provide rest periods or pay rest period premiums in lieu thereof, (4) failing to provide accurate
19 wage statements, (5) failing to timely pay final wages, (6) failing to pay reimbursements for expenses, (7)
20 failing to pay minimum wage for all hours worked, (8) failing to pay all wages due, (9) engaging in
21 violations of quota laws, (10) making unlawful deductions, (11) engaging in unfair competition, and (12)
22 committing PAGA violations. Defendant has denied each of Plaintiffs' claims and Defendant has denied
23 that this Action is appropriate for class certification for anything other than settlement purposes. The
24 agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential
25 exposure for and defenses to the underlying claims and the class data supporting these claims. The Parties,
26 with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on
27 Defendant's factual and legal contentions and defenses.

28 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery

1 and the information exchanged to date, are more than sufficient to assess the merits of the respective
2 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Settlement Class
3 Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled
4 in a manner and upon such terms and conditions set forth herein in order to avoid further expense,
5 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
6 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
7 Plaintiffs, Settlement Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the
8 Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all
9 known facts and circumstances.

10 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

11 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
12 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
13 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
14 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
15 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
16 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
17 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
18 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
19 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
20 evidence that may be applicable.

21 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
22 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant
23 has agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
24 the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to
25 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
26 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
27 any and all other potential defenses or privileges.

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1 **4. SCOPE OF THE CLASS**

2 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
3 obligations and duties required under the Agreement shall include all Settlement Class Members as defined
4 in Sections 1.34 and 1.36 and all PAGA Employees as defined in Section 1.20. However, the scope of the
5 class shall not include any Settlement Class Members who submit valid and timely requests to opt-out of
6 the Agreement and settlement, as set forth in Section 7.5.1.

7 4.2 Only Participating Class Members and PAGA Employees are entitled to recover under this
8 Agreement.

9 4.3 Any person who believes that he or she is a Settlement Class Member or PAGA Employee
10 and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her
11 name did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit
12 a data request to the Settlement Administrator. The data request must contain all of the following
13 information: (a) the full name and, if applicable, Social Security Number of the individual making the
14 request; (b) the name used by such employee as of the time his or her employment with Defendant ended;
15 (c) the individual's dates of employment with Defendant; and (d) a return address to which a response may
16 be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
17 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
18 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event
19 more than two business days) transmit the data requests to Defendant's Counsel and request that Defendant
20 review its records.

21 4.4 If Defendant agrees that the person listed in a data request is a Settlement Class Member
22 and/or PAGA Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
23 person who submitted the data request, at the address designated for that purpose in the data request. All
24 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
25 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
26 in response shall be treated by the Settlement Administrator as a Settlement Class Member and/or PAGA
27 Employee for all other purposes.

28 4.5 If Defendant does not agree that the person listed in a data request is a Settlement Class

Member and/or PAGA Employee, Defendant's Counsel and Settlement Class Counsel shall attempt to resolve any such dispute in good faith within seven (7) calendar days of Settlement Class Counsel being advised in writing of the data request dispute. Defendant's records shall control unless the individual submitting the data request provides persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendant's Counsel and Settlement Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendant's Counsel and Settlement Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject to Court review.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendant shall pay the Gross Settlement Amount (\$2,053,000.00). Funding of the Gross Settlement Amount shall occur within ten (10) calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class Members, PAGA Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payments to the Class Representatives and the PAGA Payment. Any monies necessary to satisfy Defendant's tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount. In no event shall Defendant be liable for the payment of any amounts exceeding the Gross Settlement Amount with the exception of the employer's share of payroll taxes due and payable as a result of this Settlement.

5.2 Attorneys' Fees and Costs: Settlement Class Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant will not oppose Settlement Class Counsel's application for attorneys' fees so long as it does not

1 exceed the 35% threshold. Settlement Class Counsel will also be entitled to reimbursement for advanced
2 litigation expenses not to exceed \$30,000, which shall be paid from the Gross Settlement Amount.
3 Defendant will not oppose Settlement Class Counsel's request for reimbursement for advanced litigation
4 expenses so long as they do not exceed the \$30,000 threshold. The Settlement Administrator will issue
5 Settlement Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement.
6 In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the
7 requested amounts not awarded to Settlement Class Counsel shall be added to the Net Settlement Amount
8 to be distributed to Participating Class Members on a pro rata basis. Any reduction by the Court of
9 Settlement Class Counsel's requested attorneys' fees and/or reasonable costs/expenses shall not be
10 sufficient grounds to void the Settlement.

11 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
12 Gross Settlement Amount and shall not exceed \$50,000. The difference between any actual costs and the
13 allocated \$50,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
14 Members on a pro rata basis.

15 5.4 Enhancement Payment: Settlement Class Counsel, on behalf of the Class Representatives,
16 shall apply to the Court for an Enhancement Payment to the Class Representatives in an amount not to
17 exceed Fifteen Thousand Dollars (\$15,000) each to compensate for the risks, time, and expense of their
18 involvement in the Action and securing the benefits of this Agreement for Settlement Class Members. The
19 Enhancement Payment is in addition to the Individual Settlement Amount the Class Representatives would
20 otherwise be due under the Agreement as Participating Class Members. Defendant will not oppose
21 Settlement Class Counsel's request for the Enhancement Payments, so long as they do not exceed the
22 amounts stated herein. The Enhancement Payments will be designated as a non-wage payment and
23 reported on an IRS Form 1099-MISC. In the event that the Court awards less than the amount requested,
24 then any portion of the requested Enhancement Payments not awarded to the Class Representatives shall
25 be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.
26 Any reduction by the Court of the requested Enhancement Payments shall not be sufficient grounds to void
27 the Settlement.

28 5.5 PAGA Payment: One Hundred Thousand Dollars (\$100,000) of the Gross Settlement

1 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA
2 Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to PAGA Employees on
3 a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated
4 PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class
5 Members on a pro rata basis.

6 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
7 Payment allocated to Participating Class Members and/or PAGA Employees that were not claimed by
8 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
9 donated equally, i.e. 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
10 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason. Because
11 the Agreement provides for the complete distribution of the Gross Settlement Amount, there will be no
12 unclaimed cash residue, unclaimed, or abandoned funds under California Civil Procedure Code section 384
13 pursuant to *In re Microsoft I-V Cases*, 135 Cal.App.4th 706 (2006).

14 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
15 Participating Class Members and PAGA Employees shall be deemed to be income solely in the year in
16 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
17 Individual Settlement Amounts will not entitle any Participating Class Member or PAGA Employee to any
18 new or additional compensation or benefits under any company bonus or other compensation or benefit
19 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
20 Class Member or PAGA Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
21 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
22 Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Participating
23 Class Members and PAGA Employees in connection with this Agreement (notwithstanding any contrary
24 language or agreement in any benefit or compensation plan document that might have been in effect during
25 the period covered by this Agreement).

26 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and PAGA
27 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
28 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for

1 approved attorneys' fees and costs, any Enhancement Payment to the Class Representatives, the Settlement
2 Administrator Costs, and the PAGA Payment. Each Settlement Class Member's share will be initially
3 determined by dividing their total Qualifying Workweeks within the Settlement Class Period by the total
4 Qualifying Workweeks of all Settlement Class Members within that same period. That fraction will then
5 be multiplied by the Net Settlement Amount to arrive at the Settlement Class Member's individual share
6 of the Net Settlement Amount. Any funds allocated to Settlement Class Members under this formula who
7 timely opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis,
8 i.e. each Participating Class Member's share will be determined by dividing their total Qualifying
9 Workweeks within the Settlement Class Period by the total Qualifying Workweeks of all Participating
10 Class Members during that same period and that fraction will then be multiplied by the Net Settlement
11 Amount to arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each
12 PAGA Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their
13 total Qualifying Pay Periods within the PAGA Period by the total Qualifying Pay Periods by all PAGA
14 Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA
15 Payment to arrive at the PAGA Employee's individual share. A PAGA Employee will receive their
16 individual share of the PAGA Payment regardless of whether they opt out of being a Settlement Class
17 Member.

18 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
19 Participating Class Members and/or PAGA Employees reflect a settlement of a dispute over claimed
20 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes
21 on the amounts paid to Participating Class Members as wages as well as calculating all required
22 withholdings and deductions from said wage payments. The characterization of Individual Settlement
23 Amounts to Participating Class Members and PAGA Employees are as follows:

24 5.9.1 Twenty Percent (20%) of each Participating Class Members' share of the Net
25 Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required
26 employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion
27 of their Individual Settlement Amount.

28 5.9.2 Eighty Percent (80%) of each Participating Class Members' share of the Net

1 Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be
2 deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not
3 wages, for which the Participating Class Members shall receive an IRS Form 1099-MISC.

4 5.9.3 The entirety (100%) of each PAGA Employee's share of the 25% portion of the
5 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
6 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
7 which the PAGA Employees shall receive an IRS Form 1099-MISC.

8 5.10 Participating Class Members and PAGA Employees shall be solely responsible for the
9 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
10 payments made pursuant to this Agreement, and shall hold the Parties, Settlement Class Counsel, and
11 Defendant's Counsel free and harmless from any claims resulting from treatment of such payments as non-
12 taxable, including the treatment of such payments as not subject to withholding or deduction for payroll
13 and employment taxes. No party has made any representation to any of the other Parties as to the taxability
14 of any payments pursuant to this Agreement, including the payments to Participating Class Members, the
15 payments to PAGA Employees, the payments to Settlement Class Counsel, the payments to the Class
16 Representatives, the payroll tax liability of Defendant, or the allocation of the Net Settlement Amount or
17 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
18 implications of any provision of this Agreement.

19 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation under this
20 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
21 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
22 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
23 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
24 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
25 not meet the standards for settlement approval, then Defendant and Plaintiff shall be equally responsible
26 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
27 the date of such event.

28 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement

only, certification of the class as defined in Section 1.36 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.13 Adequacy of Settlement Class Counsel and Class Representatives: The Parties agree that, for purposes of settlement only, Settlement Class Counsel and Plaintiffs are adequate representatives for Settlement Class Members and PAGA Employees.

6. RELEASE

6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their successors in interest will be permanently enjoined and forever barred from prosecuting any of Released Class Claims against any of the Released Parties.

6.2 Release of Claims by PAGA Employees: Upon the Effective Date, all PAGA Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all Released Parties. In addition, on the Effective Date, all PAGA Employees and their successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against any of the Released Parties. PAGA Employees cannot opt out of this waiver of PAGA claims.

6.3 The claims released by Participating Class Members and PAGA Employees will include any claims for injunctive relief, declaratory relief, restitution, alleged or that could reasonably have been alleged under the facts asserted in the Action or Plaintiffs' letters to the LWDA.

6.4 Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully, finally and forever release the Released Class Claims, Released PAGA Claims, and Class Representatives' Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released Class Claims, Released PAGA Claims, and Class Representatives' Released Claims against any of the Released Parties.

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
1) receiving Settlement Class Member and PAGA Employee contact information and confirming addresses

are valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate any individual Settlement Class Members and PAGA Employee whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Settlement Class Members; 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Settlement Class Counsel and Defendant's Counsel) from Settlement Class Members or PAGA Employees, including any associated documentation, regarding their Qualified Workweek and/or Qualified Pay Period calculations; 6) receiving and serving on Settlement Class Counsel, Defendant's Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Settlement Class Members and/or PAGA Employees; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Settlement Class Members or PAGA Employees; 10) determining the validity of any disputes or late opt-outs by previously unidentified Settlement Class Members or PAGA Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Settlement Class Counsel and Defendant's Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Participating Class Members and PAGA Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes

1 relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the
2 Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this
3 Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

4 7.2 Notice to Settlement Class Members and PAGA Employees: The Notice of Settlement will
5 be sent to Settlement Class Members and PAGA Employees in both English and Spanish. The Notice of
6 Settlement will provide Settlement Class Members and PAGA Employees with a summary of the terms
7 and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how
8 to dispute the individual's Qualifying Workweeks and/or Qualifying Pay Periods, and how to opt-out from
9 the Agreement. The Notice of Settlement will also inform Settlement Class Members and PAGA
10 Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs
11 allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost allocations,
12 proposed PAGA Payment allocations, the scope of the class, the nature and extent of the released claims,
13 dates set for a fairness hearing and hearing on Settlement Class Counsels' motion for attorneys' fees and
14 costs. The Notice of Settlement shall include information regarding Class Members' and PAGA
15 Employees' estimated Individual Settlement Amount. The Notice of Settlement will provide information
16 on how to access electronic copies online of the Notice of Settlement, any motions for approval of the
17 Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court
18 directs.

19 7.3 Class Member Data and Mailing: No later than sixty (60) calendar days after the
20 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the name, last
21 known mailing address, last known telephone number, Social Security Number, Qualifying Workweeks
22 and Qualifying Pay Periods for each Class Member and PAGA Employee, and any other information the
23 Settlement Administrator needs to effectuate notice to Settlement Class Members and PAGA Employees
24 as outlined herein. The Settlement Administrator shall review the data to determine the number of
25 Qualifying Workweeks and Qualifying Pay Periods for each Class Member and PAGA Employee. No
26 later than twenty-one (21) calendar days after receipt of such address information, the Settlement
27 Administrator will perform a national change of address ("NCOA") search, update the addresses per the
28 results of the NCOA search, and then mail the Notice of Settlement, substantially in the form attached as

Exhibit 1, to each Class Member and PAGA Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information received from Defendant confidential to itself, and Defendant's Counsel. However, Settlement Class Counsel shall be able to review the breakdown of Qualified Workweeks, Qualified Pay Periods, and estimated Individual Settlement Amounts for Settlement Class Members and PAGA Employees prior to mailing for quality assurance provided the personal identifying information is redacted and/or omitted.

7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) calendar days to any more recent address found as a result of the search. Following each search that does not result in a corrected address, for those Settlement Class Members who appear to be current employees of Defendant at the time of the Preliminary Approval Date, the Settlement Administrator shall contact Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Settlement Class Members to the extent they are active employees of Defendant. In the event the Notice of Settlement is forwarded to a new address and/or re-mailed to a Settlement Class Member, the deadline for the Settlement Class Member to submit any request to opt-out, a dispute, or an objection shall be the end of the Notice Period or fifteen (15) calendar days from the date of the re-mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are followed and the Settlement Class Member does not timely and properly request to opt-out, the Settlement Class Member shall be bound by all terms of the Agreement, including the releases contained in Section 6.

7.5 Responses to Notice of Settlement:

7.5.1 Opt-Outs: The Notice of Settlement shall provide that Settlement Class Members who wish to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The request to opt-out must (a) state the Settlement Class Member's full name and date of birth;

(b) a statement that he or she does not want to be a Settlement Class Member, does not want to participate in the settlement, and/or wants to be excluded from the settlement; (c) identify the case name and number (*i.e. Sanchez, et al. v. Pacific Coast Producers*, Case No. STK-CV-UOE-2021-11106); (d) be signed; and (e) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement Class Member must personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Settlement Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request to opt-out has been timely submitted. Any Settlement Class Member who requests to opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor will they have any right to object, appeal or comment thereon. The name of any Settlement Class Member who submits a valid and timely opt-out request will be specifically identified in any proposed order granting final approval. Settlement Class Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and any order or final judgment thereon. Regardless of whether an PAGA Employee opts out of being a Class Member, they will still receive their share of the PAGA Payment as PAGA Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

7.5.2 Objection Procedures: Any Class Member who does not opt-out but who wishes to object to this Agreement or otherwise to be heard concerning this Agreement shall send their written objections to the Settlement Administrator and also serve copies of the objections on Settlement Class Counsel and Defendant's Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny the Agreement, not change the terms of the Agreement. The objection must (a) state the Settlement Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a Settlement Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d) identify the case name and number (*i.e. Sanchez, et al. v. Pacific Coast Producers*, Case No. STK-CV-UOE-2021-11106); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Notice of Settlement will inform the Settlement Class Member that they should also file a notice of intent to appear with the Court and serve the notice on Settlement Class Counsel and Defendant's Counsel, if they intend to appear at the final approval hearing.

1 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
2 Workweeks or Qualifying Pay Periods on the Notice of Settlement shall contact the Settlement
3 Administrator. The dispute must (a) identify the nature of the dispute; (b) provide any information or
4 documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than the conclusion
5 of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement Administrator shall
6 promptly (in no event more than two business days) forward all such disputes to Defendant's Counsel and
7 request that Defendant review the dispute. Defendant's records shall presumptively control unless the
8 Class Member can produce documentation evidencing other periods of employment worked. If Defendant
9 agrees with the submitted information, the Settlement Class Member shall be credited or subtracted
10 Qualifying Workweeks and/or Qualifying Pay Periods in accordance with their submitted dispute and that
11 final number of Qualified Workweeks and/or Qualifying Pay Periods shall govern the calculation of that
12 Settlement Class Member's Individual Settlement Amount. If Defendant disagrees with the submitted
13 information, Defendant's Counsel will promptly advise Settlement Class Counsel of the dispute, which
14 includes turning over any documentation submitted by the Settlement Class Member as part of the dispute.
15 Defendant's Counsel and Settlement Class Counsel shall attempt in good faith to resolve any such dispute
16 within five (5) calendar days of Settlement Class Counsel being advised of the dispute. Each dispute that
17 Defendant's Counsel and Settlement Class Counsel cannot timely resolve shall be resolved by the
18 Settlement Administrator, subject to Court review.

19 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
20 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
21 Administrator shall mail a letter to the Settlement Class Member within five (5) calendar days informing
22 them of the deficiency. If a deficiency letter is mailed to a Settlement Class Member, the deadline for the
23 Settlement Class Member to cure the deficiency shall be the end of the Notice Period or fifteen (15)
24 calendar days from the date of the deficiency letter, whichever is later.

25 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
26 to 7.5.4 shall constitute due and sufficient notice to Settlement Class Members of the Action and the
27 Agreement and shall satisfy Settlement Class Members' due process rights. Nothing else shall be required
28 of the Parties, Settlement Class Counsel, or Defendant's Counsel to provide notice of the proposed

1 Agreement.

2 7.7 Settlement Administrator Declaration Regarding Notice Period: Within twenty-one (21)
3 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide
4 Settlement Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury
5 providing a complete and detailed report regarding the statistics and responses of settlement administration
6 to date and all the Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

7 7.8 Settlement Administrator Payments to Participating Class Members, Settlement Class
8 Counsel and Plaintiff: Within twenty-one (21) calendar days after the Final Approval Date and the Court's
9 determination of the amount of attorneys' fees and costs payable to Settlement Class Counsel, the
10 Enhancement Payments payable to the Class Representatives, the PAGA Payment, and Settlement
11 Administrator Costs, the Settlement Administrator shall calculate the final Net Settlement Amount, the
12 final Individual Settlement Amounts for Participating Class Members and/or PAGA Employees, any
13 applicable taxes thereon, and report the results of these calculations Settlement Class Counsel and
14 Defendant's Counsel. Defendant shall wire the Gross Settlement Amount and applicable taxes necessary
15 to fund the Settlement as described in Section 5.1 to the Settlement Administrator within ten (10) calendar
16 days after the Effective Date to be to be held in trust in a QSF. Within fourteen (14) calendar days after
17 Defendant funds the settlement, the Settlement Administrator shall deliver payment of Settlement Class
18 Counsels' attorney's fees and costs, the Enhancement Payments payable to the Class Representatives, the
19 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs, and payment
20 to Participating Class Members and/or PAGA Employees as required under this Agreement and approved
21 by Court.

22 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
23 costs to Settlement Class Counsel unless another method is requested by Settlement Class Counsel.
24 Settlement Class Counsel shall provide the Settlement Administrator with the pertinent taxpayer
25 identification number and payment instructions after the Final Approval Date.

26 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
27 Enhancement Payments to the Class Representatives, care of Settlement Class Counsel unless another
28 method is requested by Settlement Class Counsel.

7.8.3 Only Participating Class Members and PAGA Employees will receive their Individual Settlement Amount.

7.8.4 The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendant agree to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required.

7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall issue Individual Settlement Amounts to Participating Class Members and PAGA Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members and PAGA Employees to cash their settlement checks, the Settlement Administrator shall provide Settlement Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Settlement Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Settlement Class Members and PAGA Employees, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

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1	Last day for Defendant to provide Settlement Administrator with Settlement Class Member and PAGA Employee information	Within 60 calendar days after the Preliminary Approval Date
2		
3		
4	Last day for Settlement Administrator to complete NCOA search, update Settlement Class Member and PAGA Employee mailing information, and mail Notice of Settlement	Within 21 calendar days after the Settlement Administrators' receipt of Settlement Class Members' information from Defendant
5		
6		
7	Last day for Settlement Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 15 calendar days after Notice of Settlement is re-mailed, whichever is later
8		
9		
10	Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 21 calendar days after end of the Notice Period
11		
12		
13	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or PAGA Employees, any applicable taxes thereon, and report the results of these calculations to Settlement Class Counsel and Defendant's Counsel	Within 21 calendar days after the Final Approval Date
14		
15		
16		
17	Last day for Defendant to fund settlement	Within 10 calendar days after the Effective Date
18		
19		
20	Last day for Settlement Administrator to deliver payment of Settlement Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to PAGA Employees	Within 14 calendar days after Defendant has funded the settlement
21		
22		
23		
24	Last day for Participating Class Members and PAGA Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Employees
25		
26	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
27		
28		

Last day for Settlement Administrator to provide Parties with compliance declaration

Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within two weeks of signing this Agreement Settlement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendant's Counsel. Defendant's Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Settlement Class Counsel. With regard to the final approval documents, a similar two-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Settlement Class Members and PAGA Employees; 4) Preliminarily appointing Plaintiff and Settlement Class Counsel as representatives of Settlement Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Settlement Class Counsel; and 8) Scheduling a fairness hearing on the question of whether the proposed

1 Agreement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members.

2 9.1.2 Defendant shall not oppose Plaintiffs' motion for approval of the proposed
3 Agreement.

4 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
5 the process of giving Settlement Class Members notice and opportunity to object to the Agreement, as
6 necessary and appropriate to assure effective communication to individual Settlement Class Members of
7 information about their rights and obligations under this Agreement.

8 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
9 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
10 any, may be heard. Settlement Class Counsel shall provide the Court as part of the motion for final approval
11 of the Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of
12 the Notice of Settlement required to be mailed to Settlement Class Members by this Agreement, and of the
13 delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts. The
14 Settlement Administrator declaration shall identify, by name, any Settlement Class Member who submitted
15 a timely and valid request to opt out during the Notice Period.

16 9.2.1 Settlement Class Counsel and Defendant shall work in good faith to draft a mutually
17 agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
18 Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
19 Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to
20 be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving
21 the payment of an Enhancement Payment to the Class Representatives; 3) Approving Settlement Class
22 Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation
23 expenses; 4) Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain
24 jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's
25 orders.

26 9.2.2 Following entry of the Court's order granting final approval of the Agreement, the
27 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:
28 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement

1 be filed, all parties will support the final approval order on appeal or otherwise; 2) Settlement Class Counsel
2 will assist the Settlement Administrator as needed or requested in the process of identifying and locating
3 Participating Class Members and PAGA Employees entitled to payments under the Agreement and
4 assuring delivery of such payments; 3) Settlement Class Counsel and Defendant's Counsel will cooperate
5 with each other and assist the Settlement Administrator as needed or requested in completing the
6 distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Settlement Class
7 Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all
8 payments required to be made by this Agreement.

9 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
10 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and
11 PAGA Settlement and Final Judgment.

12 9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development
13 Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

14 **10. MISCELLANEOUS TERMS**

15 10.1 Defendant's Right to Withdraw Based on Opt-Outs: If 10% or more of Settlement Class
16 Members have submitted proper and timely requests to opt-out in accordance with the provisions of the
17 Agreement, Defendant may rescind the Agreement and all actions taken in its furtherance will be thereby
18 null and void. Defendant must exercise this right of rescission, in writing, to Settlement Class Counsel,
19 within fifteen (15) calendar days after the Settlement Administrator notifies the Parties of the total number
20 of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by
21 Defendant.

22 10.2 Escalator Clause: Defendant has represented that there are no more than 342,079 Qualified
23 Workweeks from December 7, 2017, through March 6, 2023, based on the available records as well as
24 reasonable extrapolation within the relevant time period. If the final number of Qualified Workweeks
25 worked by Settlement Class Members prior to preliminary approval exceeds 376,287 (110% of the
26 estimated number) at the time of preliminary approval, then the Gross Settlement Amount will increase
27 proportionally for workweeks over 376,287. However, if the final number of Qualified Workweeks
28 exceeds 376,287 (110% of the estimated number), Defendant shall have the option to shorten the

1 Settlement Class Period to an alternative end date to reduce the number of workweeks below 376,287
2 and avoid application of this escalator clause. This shall be determined by Defendant prior to hearing on
3 the motion for preliminary approval.

4 10.3 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
5 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
6 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
7 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
8 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
9 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
10 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
11 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
12 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
13 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
14 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
15 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
16 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
17 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
18 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
19 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
20 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
21 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
22 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
23 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
24 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
25 THIS AGREEMENT.

26 10.4 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
28 any person or entity any portion of any liability, claim, demand, action, cause of action or right released

1 and discharged in this Agreement.

2 10.5 Waiver of Appeal and Ability to Opt-Out: To the extent permitted by applicable law, by
3 signing this Agreement Defendant is waiving any rights to appeal from the Court's approval of the
4 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
5 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

6 10.6 Right to Terminate Upon Material Modification: Subject to the obligation(s) of mutual full
7 cooperation set forth in this Settlement Agreement, either Plaintiffs or Defendant may terminate this
8 Settlement if, after submitting the settlement for approval to the Court as set forth herein, the Court declines
9 to enter the preliminary approval order, the final approval order, or judgment in substantially the form
10 submitted by the Parties, or if an appeal opposing the judgment is not ultimately dismissed or resolved
11 without upholding the settlement in substantially the form submitted by the Parties. The terminating party
12 shall give to the other party (through its/their counsel) written notice of its decision to terminate no later
13 than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. The
14 parties shall work together in good faith to re-submit any settlement approval or defend against any
15 potential appeals challenging this Settlement. Termination shall have the following effects:

16 10.6.1 The Settlement Agreement shall be terminated and shall have no force or
17 effect, and no party shall be bound by any of its terms.

18 10.6.2 In the event the Settlement Agreement is terminated, Defendant shall have
19 no obligation to make any payments to any party, Settlement Class Member, PAGA Employee or
20 attorney. If there are any fees incurred by the Settlement Administrator and the settlement is terminated
21 by Defendant, Defendant shall solely be responsible for any costs and fees incurred by the Settlement
22 Administrator.

23 10.6.3 The preliminary approval order, final approval order and judgment shall be
24 vacated.

25 10.6.4 The Agreement and all negotiations, statements and proceedings relating
26 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their
27 respective positions prior to entering into the Settlement.

28 10.6.5 Except as otherwise discoverable, neither this Agreement nor any ancillary

documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other lawsuit for any purpose whatsoever.

10.7 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

10.8 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will be entered according to this Agreement. The Parties stipulate and agree that the San Joaquin County Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6 and that the prevailing party in any action necessary to enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

10.9 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein.

10.10 No Admission of Liability: Neither the acceptance nor the performance by Defendant of the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiffs and/or Settlement Class Members in the Action, or of any liability or guilt of Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class Members, or any other person, and Defendant specifically disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Settlement Class Members, or any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation.

1 10.11 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
 2 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
 3 third business day after mailing by United States certified mail, return receipt requested, addressed as
 4 follows:

5 To Plaintiff and the Class:

6 Galen T. Shimoda, Justin P. Rodriguez and Renald Konini
 7 Shimoda & Rodriguez Law, PC
 8 9401 East Stockton Blvd., Suite 120
 9 Elk Grove, CA 95624

10 Jose R. Garay
 11 Jose Garay, APLC
 12 249 E. Ocean Blvd. #814
 13 Long Beach, CA 90802

14 Daniel J. Hyun
 15 Law Office of Daniel J. Hyun
 16 1100 West Town and Country Road, Suite 1250
 17 Orange, California 92868
 18 Telephone: (949) 590-4122
 19 Facsimile: (949) 528-2596

20 To Defendant:
 21 John H. Adams, Jr.
 22 Littler Mendelson, P.C.
 23 500 Capitol Mall, Suite 2000
 24 Sacramento, California 95814
 25 Telephone: 916.830.7200
 26 Fax No.: 916.561.0828

27 10.12 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
 28 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
 party or its counsel participated in the drafting of this Agreement.

10.13 Attorneys' Fees and Costs Limitations: Neither Settlement Class Counsel nor any other
 attorneys acting for, or purporting to act for, Settlement Class Members, or Plaintiffs, may recover or seek
 to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement
 Amount except as expressly provided in this Agreement.

10.14 No Modifications: This Agreement may be amended or modified only by a written
 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be

1 discharged except by performance in accordance with its terms.

2 10.15 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
3 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
4 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
5 to effectuate its terms and to execute any other documents required to effectuate the terms of this
6 Agreement.

7 10.16 Class Member Signatories: Because the Action has not yet been certified, and the
8 Settlement Class Members are so numerous, the Parties agree that it is impossible or impractical to have
9 each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the
10 Agreement, this Agreement may be executed on behalf of all Settlement Class Members by the Class
11 Representatives.

12 10.17 Counterparts: This Agreement shall become effective upon its execution by all of the
13 undersigned. Plaintiff, Settlement Class Counsel, Defendant and Defendant's Counsel may execute this
14 Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each
15 had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the
16 same force and effect of originals.

17 10.18 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
18 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
19 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
20 and governed by, the substantive laws of the State of California without giving effect to that State's choice
21 of law principles.

22 10.19 Headings and Captions: Section titles or captions contained in the Agreement are inserted
23 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
24 this Agreement, or any provision thereof.

25 10.20 No Retaliation or Discouragement: The Parties agree they will take no action that could be
26 construed as retaliation against any Settlement Class Members for participating or seeking to participate in
27 this class action settlement. The Parties will not discourage any class member from participating or seeking
28 to participate in this class action settlement. This is a material term of the Agreement and non-breaching

1 Parties will seek court intervention if this provision is breached.

2 10.21 Integrated Agreement: This Agreement sets forth the entire understanding between the
3 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
4 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
5 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
6 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
7 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

8 10.22 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
9 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

10 10.23 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
11 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
12 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

13 10.24 Waiver of Compliance: No waiver of any condition or covenant contained in this
14 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
15 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

16 10.25 Public Disclosure: Class Representatives and Settlement Class Counsel will not make any
17 public disclosure of the Settlement until after the filing of the motions for preliminary approval of the
18 Settlement. Class Representatives and their counsel represent that they have not made any such disclosure.
19 Class Representatives, Defendant, Defendant's Counsel, and Settlement Class Counsel shall not encourage
20 Settlement Class Members to opt-out. Settlement Class Counsel will take all steps necessary to ensure that
21 Class Representatives are aware of, and will encourage her to adhere to, the restriction against any public
22 disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter,
23 Settlement Class Counsel and Class Representatives agree not to publicize the terms of this Settlement with
24 the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter
25 of settlements or on any website except as may otherwise be ordered by the Court in connection with
26 settlement approval proceedings and notice to the Settlement Class.

27 ///

28 ///

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiffs:

Date: 12/19/2023

DocuSigned by:

42C05383D2B34F8...

Elizabeth Sanchez

Date:

Griselda Ramirez

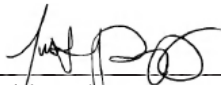
For Defendant:

Date:

By:
For Pacific Coast Producers

Shimoda & Rodriguez Law, PC

Dated: 12/19/2023

By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Elizabeth Sanchez,
Class Members, and PAGA Employees

APPROVED AS TO FORM

Jose Garay, APLC

Dated:

By: _____
Jose R. Garay
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

Law Office Of Daniel J. Hyun

Dated:

By: _____
Daniel J. Hyun
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiffs:

Date: _____

Elizabet Sanchez

Date: 12/19/2023

Griselda Ramirez

DocuSigned by:
Griselda Ramirez

Griselda Ramirez

For Defendant:

Date: _____

By:
For Pacific Coast Producers

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Elizabet Sanchez,
Class Members, and PAGA Employees

APPROVED AS TO FORM

Dated: 12/19/2023

Jose R. Garay

Jose Garay, APLC
By: _____
DocuSigned by:
JOSE GARAY

Jose R. Garay
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

Dated: 12/22/2023

Daniel J. Hyun

Law Office Of Daniel J. Hyun
By: _____
DocuSigned by:
Daniel Hyun

Daniel J. Hyun
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

1 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
2 attorneys, as of the day and year herein set forth.

3 **For Plaintiffs:**

4 Date: _____

Elizabet Sanchez

6 Date: _____

Griselda Ramirez

8 **For Defendant:**

9 Date: 12.22.23

Mona Shulman
By: Mona Shulman
For Pacific Coast Producers

11 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

13 Dated: _____

14 By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Elizabet Sanchez,
Class Members, and PAGA Employees

16 APPROVED AS TO FORM

Jose Garay, APLC

18 Dated: _____

19 By: _____
Jose R. Garay
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

Law Office Of Daniel J. Hyun

22 Dated: _____

23 By: _____
Daniel J. Hyun
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

1 APPROVED AS TO FORM

2 **Littler Mendelson, P.C.**

3
4 Dated: Dec. 22, 2023

By: 

Elizabeth Staggs-Wilson
John H. Adams, Jr.
Attorneys for Defendant

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. STK-CV-UOE-2021-11106

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: All non-exempt employees who have or continue to work for Pacific Coast Producers (“Defendant”) in California from December 7, 2017, to [REDACTED] (the “Settlement Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A SETTLEMENT CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the San Joaquin County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Elizabet Sanchez and Griselda Ramirez (“Plaintiffs” or “Class Representatives”), and Defendant on behalf of Settlement Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Settlement Class Member.” Defendant’s records also indicate that you worked [REDACTED] weeks during the applicable Settlement Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Settlement Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On December 7, 2021, Plaintiff Elizabet Sanchez filed a wage and hour class action lawsuit against Defendant in San Joaquin County Superior Court, Case No. STK-CV-UOE-2021-11106 (“*Sanchez Lawsuit*”), on behalf of herself and similarly situated employees. On November 18, 2022, Plaintiff Griselda Ramirez, filed a separate wage and hour class action lawsuit in San Joaquin County Superior, Case No. STK-CV-UOE-2022-0010664 (“*Ramirez Lawsuit*”), on behalf of herself and similarly situated employees. Plaintiff Elizabeth Sanchez amended her complaint to include and consolidate the parties, claims, and allegations of both lawsuits into the present case on September 19, 2023. The term “Action” means and includes both the *Sanchez Lawsuit* and the *Ramirez Lawsuit*. The Settlement Class Period is from December 7, 2017, to [REDACTED] (the “Settlement Class Period”).

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Settlement Class Members, and PAGA Employees. Plaintiffs contend that Defendant violated California law by: (1) failing to pay overtime wages, (2) failing to provide meal periods or pay meal period premiums in lieu thereof, (3) failing to provide rest periods or pay rest period premiums in lieu thereof, (4) failing to provide accurate wage statements, (5) failing to timely pay final wages, (6) failing to pay reimbursements for expenses, (7) failing to pay minimum wage for all hours worked, (8) failing to pay all wages due, (9) engaging in violations of quota laws, (10) making unlawful deductions, (11) engaging in unfair competition, and (12) committing PAGA violations.

Defendant has denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Action was resolved as a result of a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Settlement Class Members. The Agreement also applies to PAGA Employees, which are defined as all non-exempt employees working for Defendant in California from December 7, 2020, to [REDACTED]. If you are a Settlement Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Settlement Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, PAGA Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Settlement Class Member. PAGA Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Settlement Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Two Million Fifty-Three Thousand Dollars (\$2,053,000.00) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed 35% of the Gross Settlement Amount, attorneys' costs not to exceed \$30,000, Settlement Administrator Costs estimated not to exceed \$50,000, Enhancement Payments of \$15,000 to each of the named Class Representatives, and \$100,000 allocated towards resolving claims under the PAGA (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Settlement Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Settlement Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Settlement Class Members during the Settlement Class Period. Of the \$100,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among PAGA Employees.

The number of weeks you worked during the Settlement Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("Individual Settlement Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Settlement Class Members (i.e., those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Settlement Class Members opt out will have no effect on PAGA Employees' allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Settlement Class Members and PAGA Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Settlement Class Member and to PAGA Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Settlement Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to PAGA Employees will be paid as 100% for civil penalties.

Payment to Participating Settlement Class Members and PAGA Employees will not require the submission of a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Settlement Class Period by the total weeks worked by all Participating Settlement Class Members within the Settlement Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Settlement Class Member's individual share of the Net Settlement Amount. Each PAGA Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Period by the total weeks worked by all PAGA Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Employee's individual share. The PAGA Period is defined as December 7, 2020, to [REDACTED]. Defendant's records indicate that you worked [REDACTED] weeks during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount

stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Settlement Class Member. Receipt of the Individual Settlement Amounts will not entitle any Settlement Class Member or PAGA Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of Workweek Disputes

For each Settlement Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Settlement Class Member. If a Settlement Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Settlement Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [REDACTED]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Settlement Class Members who do not opt out and PAGA Employees, the Agreement contains the following releases:

Settlement Class Members who do not opt out will be deemed to have released [1.29 text].

PAGA Employees will be deemed to have released [1.30 text].

The individuals released ("Released Parties") include [1.31 text].

Settlement Class Members and/or PAGA Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A SETTLEMENT CLASS MEMBER

A. Participating as a Settlement Class Member

If you wish to be a Participating Settlement Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Settlement Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Settlement Class Member if you request this by [REDACTED]. If you do not wish to be bound by the Settlement, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106); (d) be signed; and (e) be post-marked no later than [REDACTED]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [REDACTED], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Settlement Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member and not received their share of the Net Settlement Amount. PAGA Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Settlement Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106) (e) be signed; and (f) be post-marked no later than [REDACTED]. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiffs and Defendant at the addresses identified in Section VI of this notice.

If you have submitted a written objection as outlined above, you may also appear at the final approval hearing to state your objection. Any Settlement Class Member who does not request exclusion may, if the Settlement Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendant.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Settlement Class Members who do not request exclusion. After final approval, each and every Settlement Class Member who does not opt out of the Settlement and PAGA Employees, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Settlement Class Member by Defendant in California during the Settlement Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ___, [address] on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: [admin web address]. You can also contact Class Counsel or Defendant's Counsel as follows:

On behalf of Plaintiffs

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Daniel J. Hyun
Law Office of Daniel J. Hyun
1100 West Town and Country Road, Suite 1250
Orange, California 92868
Telephone: (949) 590-4122
Facsimile: (949) 528-2596

Jose R. Garay
Jose Garay, APLC
249 E. Ocean Blvd. #814
Long Beach, CA 90802
Telephone: (949) 208-3400

On behalf of Defendant

John H. Adams, Jr.
Elizabeth Staggs-Wilson
Littler Mendelson, P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814

Telephone: 916.830.7200

Fax No.: 916.561.0828

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

Exhibit B

FILED

2023 SEP 19 PM 2:38

STEPHANIE BOHRER, CLERK
ADRIANA GAMBOA
BY: _____
DEPUTY

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 **Shimoda & Rodriguez Law, PC**
4 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff ELIZABET SANCHEZ,
6 individually and on behalf of all other similarly situated employees
7 [additional counsel continued on next page]

8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN JOAQUIN**

10 **ELIZABET SANCHEZ and GRISELDA**
11 **RAMIREZ, individually and on behalf of all**
12 **other similarly situated employees,**

13 **Plaintiff,**

14 **vs.**

15 **PACIFIC COAST PRODUCERS, a California**
16 **Corporation; and DOES 1 to 100, inclusive,**
17 **Defendants.**

Case No. STK-CV-UOE-2021-11106

CLASS ACTION

**THIRD AMENDED COMPLAINT FOR
DAMAGES:**

1. **Failure to Pay Overtime Wages**
2. **Meal Period Violations**
3. **Rest Period Violations**
4. **Wage Statement Violations**
5. **Waiting Time Penalties**
6. **Failure to Reimburse Expenses**
7. **Unfair Competition**
8. **Private Attorneys General Act**
9. **Failure to Pay Minimum Wages**
10. **Failure to Pay All Wages**
11. **Unlawful Deductions**
12. **Violation of California's Quota Laws**

DEMAND FOR JURY TRIAL

1 Jose R. Garay (SBN: 200494)
jose@garaylaw.com

2 **JOSE GARAY, APLC**
249 E. Ocean Blvd. #814
3 Long Beach, CA 90802
Telephone: (949) 208-3400
4 Facsimile: (562) 590-8400

5 Daniel J. Hyun (State Bar No. 309184)
dh@danielhyunlaw.com
6 **LAW OFFICE OF DANIEL J. HYUN**
1100 West Town and Country Road, Suite 1250
7 Orange, California 92868
Telephone: (949) 590-4122
8 Facsimile: (949) 528-2596

9 Attorneys for Plaintiff GRISELDA RAMIREZ
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1 Plaintiff ELIZABET SANCHEZ ("Plaintiff Sanchez"), and Plaintiff GRISELDA RAMIREZ
2 ("Plaintiff Ramirez") (Plaintiff Sanchez and Plaintiff Ramirez sometimes collectively referred to as
3 "Plaintiffs") on behalf of themselves and all other similarly situated employees, hereby file this Third
4 Amended Complaint against Defendants PACIFIC COAST PRODUCERS, a California Corporation;
5 and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On
6 information and belief, Plaintiffs allege the following:

7 INTRODUCTION

8 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
9 Plaintiffs for failure to provide all wages due, minimum and overtime wages, meal and rest period
10 violations, wage statement violations, failure to provide reimbursements, unlawful deductions, waiting
11 time penalties, violation of California's quota laws, and unfair competition. Plaintiffs seek monetary
12 relief against Defendants on behalf of herself and the putative class to recover, among other things,
13 unpaid wages, liquidated damages, restitution, interest, attorneys' fees, costs, and penalties pursuant to
14 Labor Code sections 201-204, 206, 210, 218.6, 222, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 248.5,
15 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2100-2112,
16 2699.3, 2699.5, 2800, 2802, and California Code of Civil Procedure section 1021.5.

17 JURISDICTION AND VENUE

18 2. The San Joaquin County Superior Court has jurisdiction in this matter pursuant to
19 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
20 Labor Code, California Business and Professions Code, and Wage Order No. 3.

21 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
22 Defendants reside in San Joaquin County. In addition, some of the wrongful acts and violations of law
23 asserted herein occurred within San Joaquin County, and Defendants' obligation to pay wages arose in
24 San Joaquin County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
25 (1984).

26 4. Plaintiffs have exhausted the procedural requirements under Labor Code section 2699.3
27 as to Defendants for all claims outlined herein under the PAGA and are, therefore, able to pursue a claim
28 for penalties on behalf of themselves and all other aggrieved employees under PAGA. Aggrieved

1 employees include, but are not limited to the following: all non-exempt employees working for
2 Defendant in California from November 24, 2020 to present.

3 **PARTIES**

4 5. Plaintiff Sanchez is an individual over the age of eighteen (18) and is a resident of the
5 State of California.

6 6. Plaintiff Ramirez is an individual over the age of eighteen (18) and is a resident of the
7 State of California.

8 7. On information and belief, Plaintiffs alleges PACIFIC COAST PRODUCERS, is now
9 and/or at all times mentioned in this Complaint was a California Corporation and the owner and
10 operator of an industry, business and/or facility doing business in the State of California.

11 8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
12 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
13 are liable for the actions herein alleged. Plaintiffs will seek to amend this Complaint to allege the true
14 names and capacities of these DOE Defendants when they are ascertained.

15 9. At all times mentioned herein, each Defendant was the agent or employee of each of the
16 other Defendants and was acting within the course and scope of such agency or employment. The
17 Defendants are jointly and severally liable to Plaintiff.

18 10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
19 were members of and/or engaged in a joint employment, joint venture, partnership and common
20 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
21 joint venture, partnership and common enterprise.

22 11. Defendants, and each of them, now and/or at all times mentioned in this Complaint
23 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

24 12. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices,
25 wrongs, complaints, injuries and/or damages alleged in this Complaint.

26 **CLASS ALLEGATIONS**

27 13. Plaintiffs bring the First through Seventh and Ninth through Twelfth Causes of Action
28 on behalf of themselves and all others similarly situated as a class action pursuant to California Code

1 of Civil Procedure section 382. The class which Plaintiffs seek to represent is composed of, and
2 defined, as follows:

3 All non-exempt employees who have or continue to work for Defendants
4 in California from December 7, 2017 to the present.

5 14. This action has been brought and may be properly maintained as a class action,
6 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
7 defined community of interests in the litigation and the proposed class is easily ascertainable.

8 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
9 is impracticable under the circumstances of this case. While the exact number of class
10 members is unknown to Plaintiffs at this time, Plaintiffs is informed and believes that
11 Defendants have employed more than five hundred (500) individuals falling within the
12 above stated class definition throughout the State of California during the applicable
13 statute of limitations, who were subjected to the policies and practices outlined in this
14 Complaint. As such, joinder of all members of the putative class is not practicable.

15 (b) Common Questions Predominate: Common questions of law and fact exist as to all
16 members of the putative class and predominate over questions that affect only individual
17 members of the class. These common questions of law and fact include, without
18 limitation, the following:

- 19 (1) Whether Defendants had a policy and practice to incorporate the value of non-
20 discretionary remuneration into putative class members' regular rates of pay for
21 the purpose of paying overtime wages, meal and rest period premiums, and paid
22 sick time;
- 23 (2) Whether Defendants authorized and permitted all meal periods;
- 24 (3) Whether Defendants authorized and permitted all rest periods;
- 25 (4) Whether Defendants engaged in rounding employees hours worked, including
26 meal periods;
- 27 (5) Whether Defendants kept payroll records as required by law;
- 28 (6) Whether Defendants imposed unlawful quotas;

- 1 (7) Whether Defendants failed to pay for all hours worked;
- 2 (8) Whether Defendants failed to reimburse Plaintiffs and putative class members for
- 3 work-related cell phone use;
- 4 (9) Whether as a result of Defendants' policies and practices Plaintiffs' and putative
- 5 class members were paid all wages due; and
- 6 (10) Whether as a result of Defendants' policies and practices Plaintiffs' and putative
- 7 class members received all wages due and owing at the time of their termination
- 8 or separation; and
- 9 (11) Whether Defendants provided Plaintiffs' and putative class members with wage
- 10 statements that complied with Labor Code section 226.

11 (c) Typicality: Plaintiffs' claims are typical of the claims of the members of the putative

12 class. The putative class also sustained damages arising out of Defendants' common

13 course of conduct in violation of the law as complained of herein. Plaintiffs and all

14 members of the putative class were non-exempt employees who received

15 nondiscretionary remuneration and were not paid all overtime wages, meal and rest

16 period premiums, and paid sick time due to incorrect calculations of their regular rates of

17 pay. Defendants engaged in unlawful rounding of Plaintiffs' and similarly situated

18 employees hours worked, including, but not limited to, clock in/outs for meal periods,

19 and the start and end of employee's shifts. Similarly, Plaintiffs and all similarly situated

20 employees were not authorized and permitted to take all meal and paid rest periods and

21 were required to use their personal cell phones to communicate with Defendants'

22 managerial and supervisory employees. Additionally, Defendants issued Plaintiffs and

23 all members of the putative class wage statements that did not comply with Labor Code

24 section 226. As a result, Plaintiffs and each member of the putative class will have

25 suffered the same type of harm and seek the same type of recovery based on the same

26 legal theories.

27 (d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the

28 putative class. For all relevant times, Plaintiffs resided in California and worked for

1 Defendants in California. Moreover, Plaintiffs are adequate representatives of the
2 putative class as Plaintiffs have no interests that are adverse to those of putative class
3 members. Additionally, Plaintiffs have retained counsel who has substantial experience
4 in complex civil litigation and wage and hour matters.

- 5 (e) Superiority: A class action is superior to other available means for the fair and efficient
6 adjudication of the controversy since individual joinder of all members of the putative
7 class is impracticable. Class action treatment will permit a larger number of similarly
8 situated persons to prosecute their common claims in a single forum simultaneously,
9 efficiently, and without the unnecessary duplication of effort and expense that numerous
10 individual actions would engender. Further, as damages suffered by each individual
11 member of the class may be relatively small, the expenses and burden of the individual
12 litigation would make it difficult or impossible for individual members of the class to
13 redress the wrongs done to them, and an important public interest will be served by
14 addressing the matter as a class action. The cost to the court system of adjudication of
15 such individualized litigation would be substantial. Individualized litigation would also
16 present the potential for inconsistent or contradictory judgments.

17 15. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
18 management of this action that would preclude its maintenance as a class action.

19 GENERAL ALLEGATIONS

20 16. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 15 as though fully
21 set forth herein.

22 17. Defendants operate a business that packages, cans, labels, and distributes shelf-stable
23 fruits and tomatoes. Defendants' base of operations is in Lodi, California, but they operate facilities in
24 Oroville and Woodland, California, as well. Plaintiffs worked for Defendants during the class period as
25 non-exempt, hourly employees. Plaintiffs are informed and believe, and thereon allege, that at all
26 relevant times, Defendants employ 100 or more non-exempt employees at a single warehouse
27 distribution center and/or 1,000 or more non-exempt employees at multiple warehouse distribution
28 centers.

1 18. Plaintiffs are informed and believe, and thereon alleges, that Defendants knew or should
2 have known they imposed systematic quota and production demands on Plaintiffs and class members
3 which violated the rights of employees pursuant to Labor Code sections 2100 et. seq. Defendants had a
4 duty to ensure its production demands did not interfere with Plaintiffs and class members right to lawful
5 meal periods, rest periods, bathroom breaks, and/or exposed them to safety hazards. Defendants
6 willfully, knowingly, and intentionally failed to establish quotas that did not harm Plaintiffs and class
7 members all in order to increase Defendants' profits without concern for employee safety or compliance
8 with the Labor Code and IWC Wage Orders.

9 19. Plaintiffs and similarly situated employees regularly worked over eight (8) hours in a day
10 or more and/or over forty (40) hours in a week. Plaintiffs and similarly situated employees were also
11 paid non-discretionary remuneration, such as a yearly production bonus, pack bonuses, referral bonuses,
12 shift differentials, and other similar payments. Defendant failed to incorporate the value of this non-
13 discretionary remuneration into Plaintiffs' and similarly situated employees' regular rates of pay for the
14 purpose of paying overtime wages, meal and rest period premiums, and sick leave wages. Defendants
15 wholly failed to pay any weighted average premium payments, for overtime or otherwise, as far back as
16 2017, and continues to unlawfully exclude various types of non-discretionary earnings from regular rate
17 calculations and premium wage payments.

18 20. Defendants unlawfully rounded Plaintiffs' and similarly situated employees hours
19 worked, including rounding meal period clock in/outs. Defendants had the ability to track employees'
20 hours worked down to the minute and pay wages reflective of actual hours worked. However,
21 Defendants chose to engage in rounding. The rounding policy and practices utilized by Defendants were
22 unlawfully skewed in favor of the employer. For example, Defendants' time keeping system would
23 round employees' hours worked up to 8:00 a.m. and down to 5:00 p.m., if employees clocked in
24 between 7:52 a.m. and 8:00 a.m. or 5:00 p.m. to 5:07 p.m., respectively. Although the time round be
25 rounded in this way for the benefits of Defendants, time would not be rounded to the nearest fifteen (15)
26 minute increment for the benefit of employees when clocking in before 7:52 a.m. or out after 5:07 p.m.
27 Thus, the rounding was not neutral and was applied in a way to exclusively benefit Defendants, so they
28 could avoid paying minimum, regular, and overtime wages. Further, Defendants failed to pay Plaintiff

1 and other Class Members for time worked off-the-clock, e.g., Defendants' management sent Plaintiff
2 and Class Members work-related texts and/or calls while they were off-the-clock and failed to
3 compensate them for this time, e.g., Plaintiff received calls as late as 2:00 a.m. Further, Defendants
4 required Plaintiff and Class Members to arrive 15 minutes before the start of their scheduled shift and
5 wait in a long line to enter the facility (about five minutes of waiting) and another line for COVID-19
6 screening (about an additional 10 minutes of waiting) before being able to clock in for their shifts.
7 Defendants did not compensate Plaintiff and Class Members for the time spent waiting in line to clock
8 in.

9 21. Plaintiffs are informed and believe, and thereon allege, that Defendants unlawfully
10 deducted wages from Plaintiffs and class members by regularly directing them to return to work during
11 their meal periods while clocked out for their meal periods. As such, Defendants would deduct a full 30-
12 minute meal period from Plaintiffs' and class members' pay despite the fact that they worked during half
13 or more of their meal periods in order to meet Defendants' unrealistic quotas.

14 22. Plaintiffs is informed and believes, and on that basis alleges, that Defendant has failed to
15 maintain records of Plaintiffs and similarly situated employees' hours worked as a result of a deletion of
16 data in connection with switching third-party payroll providers. The lack of any such time records spans
17 from approximately 2020 to 2022.

18 23. Defendants regularly rounded employees' time spent on meal periods, creating an illusion
19 of compliant meal periods when, in fact, they were regularly shortened or not able to be taken at all.
20 Defendants' timekeeping system automatically flagged meal period violations by creating alerts
21 showing where employees had less than a full 30 minutes (even when that time was rounded), where
22 employees were not able to take a meal period before the completion of the fifth hour worked, where
23 employees were not able to take a second meal period, and where employees were not able to take a
24 second meal period before the completion of the fifth hour worked. Instead of paying employees meal
25 period premiums or investigating the matter further with the employee, Defendants and a policy and
26 practice of having supervisors unilaterally decide whether or not any premiums should be provided
27 without any notice to employees. As a result of Defendants' rounding policies and practices, Plaintiffs
28 and similarly situated employees were regularly deprived of being compensated for their hours actually

1 worked before their scheduled shift, after their scheduled shift, and during meal periods.

2 24. Defendants further did not authorize and permit Plaintiffs and similarly situated
3 employees to take all meal and rest periods owed to them. For example, Defendants rest period policy
4 did not authorize employees to take a rest break for every four hours worked or major fraction thereof.
5 Plaintiffs and similarly situated employees did not receive all uninterrupted thirty (30) minute meal
6 periods every five (5) hours and ten (10) minute rest periods every four (4) hours or major fraction
7 thereof. Plaintiffs' and similarly situated employees' job duties prevented them from being able to take
8 these breaks because Defendants required more tasks and duties be performed in a day than could
9 reasonably be accomplished within their regularly scheduled shifts. Similarly, Defendant did not
10 provide appropriate relief workers that would enable Plaintiffs and similarly situated employees to take
11 their breaks while meeting Defendants' work demands. Specifically, in violation of the Labor Code and
12 IWC Wage Orders, Defendants imposed excessive and unrealistic quotas on Plaintiffs and class
13 members. As a consequence of Defendants' quotas, Defendants regularly directed, pressured, or
14 encouraged Plaintiffs and class members to work off-the-clock, including during purported meal periods
15 without proper compensation. Defendants did not pay Plaintiffs and similarly situated employees all
16 missed meal and/or rest period premiums owed.

17 25. Finally, Defendants failed to pay Plaintiffs and similarly situated employees for work-
18 related cell phone use even though cell phones were used as a means of communication between
19 employees and management throughout the workday.

20 26. As a result of Defendants' failure to pay Plaintiffs and similarly situated employees all
21 overtime wages, paid sick wages, and meal and rest period premiums owed, the wage statements
22 Defendants issued were inaccurate. The paystubs Defendants issued did not itemize accurate regular
23 and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate gross and
24 net wages earned. As a result, Plaintiffs and similarly situated employees were not able to determine the
25 total wages owed to them from their paystubs alone.

26 27. As of this date of this letter, Defendants have not paid Plaintiffs and similarly situated
27 employees all minimum wages, regular wages, overtime wages, paid sick time, and meal and rest period
28 premiums owed to them. Plaintiffs are informed and believe, and thereon allege, that Defendants knew

1 or should have known they had a duty to compensate Plaintiffs and class members, and Defendants had
2 the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so
3 all in order to increase Defendants' profits.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**
6 **FAILURE TO PAY OVERTIME WAGES**
7 **(As to all Defendants)**

8 28. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 27 as though fully
9 set forth herein.

10 29. During the period Plaintiffs were employed by Defendants, Defendants were required to
11 compensate Plaintiffs at one and one-half (1½) times the regular rate of pay for hours worked in excess
12 of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
13 hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 3, section (3)(A);
14 Cal. Lab. Code §§ 510, 1194.

15 30. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day
16 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
17 Defendants failed to compensate Plaintiffs and similarly situated employees for all overtime hours
18 worked at their regular rate of pay.

19 31. Plaintiffs and similarly situated employees were not exempt from overtime protections
20 employees under the California Wage Orders and Labor Code.

21 32. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
22 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
23 the extent pertinent as if set forth here in full.

24 **SECOND CAUSE OF ACTION**
25 **MEAL PERIOD VIOLATIONS**
26 **(As to all Defendants)**

27 33. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 32 as though fully
28 set forth herein.

34. An employer must provide an employee a meal period in accordance with the
applicable Wage Order, and California Labor Code sections 226.7 and 512.

35. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 3, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

36. California Labor Code section 512 and Wage Order No. 3 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

37. Defendants employed Plaintiffs and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiffs and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiffs and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiffs and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiffs and similarly situated employees did not waive their rights to all meal periods throughout their employment.

38. Defendants further failed to pay Plaintiffs and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

39. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

40. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 39 as though fully set forth herein.

41. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

1 42. California Labor Code section 226.7 and Wage Order No. 3, section 12(A) require an
2 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
3 four (4) hours or a major fraction thereof.

4 43. Plaintiffs allege that Defendants failed to authorize and permit Plaintiffs and similarly
5 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
6 they worked more than four (4) hours or a major fraction thereof.

7 44. Defendants further failed to pay Plaintiffs and similarly situated employees the
8 applicable rest period premiums for any such missed rest periods.

9 45. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
10 employees have been damaged as stated in the section below entitled "DAMAGES," which is
11 incorporated here to the extent pertinent as if set forth here in full.

12 **FOURTH CAUSE OF ACTION**
13 **WAGE STATEMENT VIOLATIONS**
14 **(As to all Defendants)**

15 46. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 45 as though fully
16 set forth herein.

17 47. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
18 statement to an employee, semimonthly or at the time of each payment of wages, showing:

19 *(1) gross wages earned, (2) total hours worked by the employee, except for*
20 *any employee whose compensation is solely based on a salary and who is*
21 *exempt from payment of overtime under subdivision (a) of Section 515 or*
22 *any applicable order of the Industrial Welfare Commission, (3) the*
23 *number of piece-rate units earned and any applicable piece rate if the*
24 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
25 *all deductions made on written orders of the employee may be aggregated*
26 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
27 *period for which the employee is paid, (7) the name of the employee and*
28 *the last four digits of his or her social security number or an employee*
identification number other than a social security number, (8) the name
and address of the legal entity that is the employer and, if the employer is
a farm labor contractor, as defined in subdivision (b) of Section 1682, the
name and address of the legal entity that secured the services of the
employer, and (9) all applicable hourly rates in effect during the pay
period and the corresponding number of hours worked at each hourly rate
by the employee. The deductions made from payment of wages shall be
recorded in ink or other indelible form, properly dated, showing the
month, day, and year, and a copy of the statement and the record of the
deductions shall be kept on file by the employer for at least three years at

the place of employment or at a central location within the State of California.

48. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. Plaintiffs and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiffs and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

49. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

50. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 49 as though fully set forth herein.

51. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

52. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

53. Plaintiffs and similarly situated employees did not receive all wages, including regular, minimum, and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

54. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

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1 55. Defendants knew of their obligation to pay Plaintiffs' and similarly situated employees'
2 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiffs
3 and similarly situated employees were receiving nondiscretionary remuneration that was not
4 incorporated into their regular rate of pay for the purpose of calculating overtime, meal and rest period
5 premiums, and sick leave pay. Such conduct shows Defendants had knowledge of earned, but unpaid
6 wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

7 56. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
8 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
9 thirty (30) days for Defendants' failure to pay all wages due.

10 **SIXTH CAUSE OF ACTION**
11 **FAILURE TO REIMBURSE EXPENSES**
 (As to all Defendants)

12 57. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 56 as though fully
13 set forth herein.

14 58. California Labor Code section 2802(a) states that "An employer shall indemnify his or
15 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
16 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
17 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
18 unlawful."

19 59. Defendants required Plaintiffs and similarly situated employees to use their personal cell
20 phones for work purposes but failed to reimburse them for such use.

21 60. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
22 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
23 the extent pertinent as if set forth here in full.

24 **SEVENTH CAUSE OF ACTION**
25 **UNFAIR COMPETITION**
 (As to All Defendants)

26 61. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 60 as though fully
27 set forth herein.

28 //

1 62. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
2 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
3 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
4 California Business and Professions ("B&P") Code § 17200.

5 63. Plaintiffs and similarly situated employees were not paid all wages owed, including
6 minimum, regular, and overtime wages, and meal and rest period premiums, paid sick leave, or
7 reimbursed for business expenses, during their employment or any time thereafter.

8 64. Plaintiffs further alleges that such actions and/or conduct constitute a violation of the
9 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
10 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

11 65. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
12 UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to
13 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
14 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an
15 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

16 **EIGHTH CAUSE OF ACTION**
17 **PRIVATE ATTORNEYS GENERAL ACT**
 (As to all Defendants)

18 66. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 65 as though fully
19 set forth herein.

20 67. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
21 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
22 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
23 after 65 days have passed without notice from the LWDA.

24 68. On November 24, 2021, Plaintiff Sanchez gave written notice of the specified provisions
25 alleged to have been violated, including the facts and theories to support the alleged violations, as
26 required by Labor Code section 2699.3. This written notice was provided via certified mail to
27 Defendants, and to the LWDA by electronically filing the notice via the Department of Industrial
28 Relations' website. On March 20, 2023, Plaintiff Sanchez gave an amended notice via online

1 submission to the LWDA providing additional facts and theories regarding Labor Code violations. This
2 written notice was provided via certified mail to Defendants.

3 69. On November 10, 2022, Plaintiff Ramirez gave written notice of the specified provisions
4 alleged to have been violated, including the facts and theories to support the alleged violations, as
5 required by Labor Code section 2699.3. This written notice was provided via certified mail to
6 Defendants, and to the LWDA by electronically filing the notice via the Department of Industrial
7 Relations' website. On April 13, 2023, Plaintiff Ramirez provided an amended written notice to provide
8 additional facts regarding Defendants' alleged violation of California's quota laws and the specified
9 provisions alleged to have been violated, including the facts and theories to support the alleged
10 violations, as required by Labor Code section 2699.3. This amended written notice was provided via
11 certified mail to Defendants, and to the LWDA by electronically filing the notice via the Department of
12 Industrial Relations' website.

13 70. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of law,
14 a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under
15 this part at any time within 60 days of the time periods specified in this part." More than 65 days have
16 passed since Plaintiffs submitted their PAGA notice to the LWDA without notice from the LWDA.

17 71. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides
18 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
19 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
20 recovered through a civil action brought by an aggrieved employee on behalf of himself and other
21 current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

22 72. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiffs may seek civil penalties
23 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
24 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208,
25 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to
26 (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1,
27 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section
28 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5,

432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

73. Defendants' conduct violates numerous Labor Code sections, including, but not limited to, the following:

- (a) Violation of Labor Code sections 201, 202, 203, 204, 206, 210, 222, 223, 227.3, 246, 246.5, 248.5, 256, 510, 558, 558.1 1194, 1197, 1197.1, and 1198 for unlawful deductions and failure to timely pay all earned wages owed to Plaintiffs and other aggrieved employees during and/or upon separation of employment as herein alleged;
- (a) Violation of Labor Code sections 2100-2112 for imposing unlawful quotas that interfered with Plaintiffs' and aggrieved employees' right to lawful meal periods, rest periods, bathroom breaks, and/or exposed them to safety hazards;
- (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to Plaintiffs and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- (c) Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiffs and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- (d) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiffs and other aggrieved employees as herein alleged;
- (e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiffs and other aggrieved employees as herein alleged;

1 and

2 (f) Violation of Labor Code sections 2800 and 2802 for failure to reimburse business
3 expenses to Plaintiff and other aggrieved employees as herein alleged.

4 74. Plaintiffs seek civil penalties against Defendants as provided in the California Labor
5 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
6 2699(f)(2).

7 75. Plaintiffs seek these civil penalties from Defendants pursuant to California Labor Code
8 sections 2699(a) and 2699.3.

9 76. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
10 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
11 the extent pertinent as if set forth here in full.

12 **NINTH CAUSE OF ACTION**
13 **FAILURE TO PAY MINIMUM WAGES**
14 **(As to all Defendants)**

15 77. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 76 as though fully
16 set forth herein.

17 78. For the period preceding the filing of this Complaint, Defendants were required to
18 compensate Plaintiffs and similarly situated employees with at least California's applicable minimum
19 for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 3, section 4(A); Cal. Lab. Code §
20 1194.

21 79. Plaintiffs and similarly situated employees were not exempt to the State's Minimum
22 Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but
23 failed to do so.

24 80. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
25 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
26 the extent pertinent as if set forth here in full.

27 //

28 //

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TENTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES
(As to all Defendants)

81. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 80 as though fully set forth herein.

82. At all times herein relevant, Defendants had a duty to comply with Labor Code sections 204, 206, 227.3, 246, 246.5, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California.

83. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

84. Labor Code section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

85. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer and includes all time the employee is suffered or permitted to work, whether or not required to do so."

86. Labor Code section 227.3 provides: "[u]nless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination."

87. Labor Code sections 246 and 246.5 provides for minimum requirements and protections with respect to sick days.

88. Labor Code section 510 and the IWC Wage Orders require that employers pay employees for all overtime hours at a rate of one and one-half times the employee's regular rate of pay for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and after the first

1 eight hours on the seventh consecutive workday in one (1) workweek. Labor Code section 510 and the
2 IWC Wage Orders further require that employers pay employees double their regular rate of pay for
3 hours work in excess of 12 hours in a workday and after eight hours on the seventh consecutive workday
4 in one (1) workweek. Labor Code section 510 requires payment of overtime wages at one and one half
5 times the "regular rate of pay," which includes all forms of remuneration earned by the employee.

6 89. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to all
7 employees in California for all hours worked. Local minimum wage ordinances, may provide for higher
8 minimum wage rates that must be paid to employees for all hours worked in those locales where each
9 local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than the state
10 or local minimum wage, whichever is higher, for any hour of work.

11 90. Labor Code section 1194 requires that employers pay employees at least the legal
12 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
13 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
14 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
15 along with interest thereon, reasonable attorneys' fees and costs of suit.

16 91. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
17 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

18 92. Labor Code section 1198 prohibits employers from employing for longer hours or less
19 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
20 the Labor Commissioner.

21 93. During the relevant time period, Defendants failed to pay Plaintiffs and class members all
22 wages due, including minimum, regular, overtime, and double time wages due to Defendants' practices
23 of requiring off-the-clock work, rounding time worked in their favor, and failing to pay all wages at the
24 appropriate rates including overtime, double time, meal and rest period premiums, sick pay, and
25 vacation pay, among other things.

26 94. in violation of California law, Defendants have knowingly and willfully refused to
27 perform their obligations and compensate Plaintiffs and class members for all wages earned as alleged
28 above.

1 95. Defendants' failure to pay Plaintiffs and class members all earned minimum, regular,
2 overtime, and double time wages in accordance with Labor Code sections 204, 206, 227.3, 246, 246.5,
3 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local
4 minimum wage ordinances in effect throughout California, Plaintiffs and class members are entitled to
5 recover the full amount of unpaid wages, liquidated damages, prejudgment interest, and statutory
6 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

7 **ELEVENTH CAUSE OF ACTION**
8 **UNLAWFUL DEDUCTIONS**
 (As to all Defendants)

9 96. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 95 as though fully
10 set forth herein.

11 97. At all relevant times, Defendants had a duty to comply with Labor Code sections 222 and
12 223 and the applicable IWC Wage Orders.

13 98. Labor Code section 222 provides that "[i]t shall be unlawful, in case of any wage
14 agreement arrived at through collective bargaining, either wilfully or unlawfully or with intent to
15 defraud an employee, a competitor, or any other person, to withhold from said employee any part of the
16 wage agreed upon."

17 99. Labor Code section 223 provides that "[w]here any statute or contract requires an
18 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while
19 purporting to pay the wage designated by statute or by contract."

20 100. During the relevant time period, Defendants unlawfully deducted wages from Plaintiffs
21 and class members by deducting meal periods and requiring them to work during a portion of their meal
22 periods and time shaving, among other things.

23 101. In violation of state law, Defendants have knowingly and willfully refused to perform
24 their obligations and compensate Plaintiffs and class members for all overtime wages earned as alleged
25 above.

26 102. Defendants' failure to pay overtime compensation due to Plaintiffs and class members in
27 accordance with Labor Code sections 222 and 223 and the IWC Wage Orders, Plaintiffs and class
28 members are entitled to recover the full amount of wage that were unlawfully deducted, prejudgment

1 interest, statutory penalties, attorneys' fees, and costs in amounts that will be established at trial.

2 **TWELFTH CAUSE OF ACTION**
3 **VIOLATION OF CALIFORNIA'S QUOTA LAWS**
4 **(As to all Defendants)**

5 103. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 102 as though fully
6 set forth herein.

7 104. At all relevant times, Defendants had a duty to comply with Labor Code sections 2100, *et*
8 *seq.*

9 105. California's quota laws require Defendants to implement and maintain quota production
10 demands consistent and in compliance with Labor Code sections 2100 – 2112 which provide in relevant
11 part that "[a]n employee shall not be required to meet a quota that prevents compliance with meal or rest
12 periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or
13 occupational health and safety laws in the Labor Code or division standards. An employer shall not take
14 adverse employment action against an employee for failure to meet a quota that does not allow a worker
15 to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or
16 division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant
17 to Section 2101" and provide injunctive relief, attorneys' fees, costs, and civil penalties.

18 106. Defendants' violations of California Labor Code sections 2100 - 2112 prevented Plaintiff
19 and Class Members from knowing, understanding, and disputing the wages paid to them, prevented
20 them from taking compliant meal and rest periods as well as bathroom breaks, and exposed them to
21 unreasonable health hazards and resulted in an unjustified economic enrichment to Defendants. As a
22 result of Defendants' knowing and intentional failure to comply with California Labor Code section
23 2100 *et. seq.*, Plaintiff and Class Members have suffered injury, and the exact amount of damages and/or
24 penalties is all in an amount to be shown according to proof at trial.

25 107. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
26 Code section 2108, compelling Defendants to comply with California Labor Code sections 2100 *et. seq.*,
27 and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

28 //

DAMAGES

1 WHEREFORE Plaintiffs requests relief as follows:

2 1. A jury trial;

3 2. As to the First Cause of Action:

4 a. Wages in an amount to be proven at trial;

5 b. Interest for the wages due pursuant to California Labor Code section 1194;

6 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
7 Code section 1194;

8 3. As to the Second Cause of Action:

9 a. Wages in an amount to be proven at trial;

10 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
11 section 1021.5;

12 4. As to the Third Cause of Action:

13 a. Wages in an amount to be proven at trial;

14 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
15 section 1021.5;

16 5. As to the Fourth Cause of Action:

17 a. Penalties as provided for in Labor Code section 226, including the greater of all
18 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
19 violation occurred and one hundred dollars (\$100.00) per employee for each
20 violation in the subsequent pay periods, but not to exceed four thousand dollars
21 (\$4,000.00);

22 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
23 226(e);

24 6. As to the Sixth Cause of Action:

25 a. An amount to be proven at trial;

26 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

27 //

28 7. As to the Eighth Cause of Action:

- 1 a. For civil penalties as provided in the Labor Code for each enumerated
2 violation;
3 b. For those Labor Code sections where there is no civil penalty provided for their
4 violation, the default penalty provided in Labor Code section 2699(f): for any
5 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
6 period; For any subsequent violation, two hundred dollars (\$200) for each
7 aggrieved employee per pay period;
8 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
9 d. For any other remedies as allowed by law and/or deemed appropriate by the
10 Court;

11 8. As to the Ninth Cause of Action:

- 12 a. Wages in an amount to be proven at trial;
13 b. Interest for the wages due pursuant to California Labor Code section 1194;
14 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
15 Code section 1194;
16 d. Liquidated damages pursuant to Labor Code section 1194.2

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- 28 9. For such other and further relief as this Court may deem just and proper,

1 including, but not limited to:

- 2 a. Wages as proved at trial;
3 b. Injunctive and Declaratory relief;
4 c. Attorney's fees and costs as provided for by law; and
5 d. Interest.

6
7 Dated: September 6, 2023

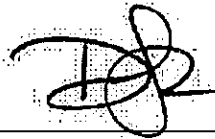
Shimoda & Rodriguez Law, PC

8
9 By: 

10 Galen T. Shimoda
11 Justin P. Rodriguez
12 Attorneys for Plaintiff Sanchez

13 Dated: September 6, 2023

**JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN**

14
15
16 By: 

17 Jose R. Garay
18 Daniel J. Hyun
19 Attorneys for Plaintiff Ramirez
20
21
22
23
24
25
26
27
28

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On September 18, 2023, I served the following documents on the party below:

9 • **THIRD AMENDED COMPLAINT FOR DAMAGES**

10 Benjamin L. Webster, Bar No. 132230 11 John H. Adams, Jr., Bar No. 253341 12 Littler Mendelson, P.C 13 500 Capitol Mall 14 Suite 2000 15 Sacramento, California 95814 16 Phone: (916) 830-7200 17 Fax: (916) 561-0828 18 Email: bwebster@littler.com 19 jhadams@littler.com 20 lkahl@littler.com jjhughey@littler.com	Jose R. Garay, Bar No. 200494 Jose Garay, APLC 249 E. Ocean Blvd. #814 Long Beach, CA 90802 Phone: 949-208-3400 Facsimile: 562-590-8400 E-Mail: jose@garaylaw.com
Daniel J. Hyun, Bar No. 309184 Law Office of Daniel J. Hyun 1100 West Town and Country Rd, Ste 1250 Orange, CA 92868 Phone: 949-590-4122 Facsimile: 949-528-2596 E-mail: dh@danielhyunlaw.com	

21 [] [By Mail] I am familiar with my employer's practice for the collection and
22 processing of correspondence for mailing with the United States Postal
23 Service and that each day's mail is deposited with the United States Postal
24 Service that same day in the ordinary course of business. On the date set
25 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Elk Grove, California, addressed
as set forth above.

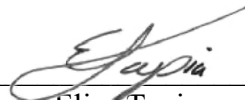
26 [] [By Personal Service] By personally delivering a true copy thereof to the
27 office of the addressee above.

28 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

1 [] [By Overnight Courier] By causing a true copy and/or original thereof to
2 be personally delivered via the following overnight courier service: _____.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct, and that this declaration was executed on September 18, 2023, at Elk Grove,
5 California.

6 //



Elias Tapia

Exhibit C



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

June 29, 2023

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Sanchez v. Pacific Coast Producers*

Dear Labor Commissioner,

I am writing this letter on behalf of my client, Elizabet Sanchez (“Plaintiff”) in order to amend our previously filed November 24, 2021, and March 20, 2023, notices. By way of this notice, we are providing additional facts and theories of liability as well as clarifying previously stated theories of liability. Notice to the relevant employers pursuant to California Labor Code section 2699.3 is also being provided:

Pacific Coast Producers
P.O. Box 1600
Lodi, CA 95240

Pacific Coast Producers
631 N. Cluff Avenue
Lodi, CA 95240

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Pacific Coast Producers (“Defendant”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but are not limited to the following: all non-exempt employees working for Defendant in California from November 24, 2020 to present. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these similarly situated employees pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Defendants operate a business that packages, cans, labels, and distributes shelf-stable fruits and tomatoes. Defendants’ base of operations is in Lodi, California, but they operate



facilities in Oroville and Woodland, California, as well. Plaintiff worked for Defendants from approximately November 2020 to August 2021 as a non-exempt, hourly employee.

Plaintiff and similarly situated employees regularly worked over eight (8) hours in a day or more and/or over forty (40) hours in a week. Plaintiff and similarly situated employees were also paid non-discretionary remuneration, such as a yearly production bonus, pack bonuses, referral bonuses, shift differentials, and other similar payments. Defendant failed to incorporate the value of this non-discretionary remuneration into Plaintiff's and similarly situated employees' regular rates of pay for the purpose of paying overtime wages, meal and rest period premiums, and sick leave wages. Defendants wholly failed to pay any weighted average premium payments, for overtime or otherwise, as far back as 2017, and continues to unlawfully exclude various types of non-discretionary earnings from regular rate calculations and premium wage payments.

Defendants unlawfully rounded Plaintiff's and similarly situated employees' hours worked, including rounding meal period clock in/outs. Defendants had the ability to track employees' hours worked down to the minute and pay wages reflective of actual hours worked. However, Defendants chose to engage in rounding. The rounding policy and practices utilized by Defendants were unlawfully skewed in favor of the employer. For example, Defendants' time keeping system would round employees hours worked up to 8:00 a.m. and down to 5:00 p.m., if employees clocked in between 7:52 a.m. and 8:00 a.m. or 5:00 p.m. to 5:07 p.m., respectively. Although the time round be rounded in this way for the benefits of Defendants, time would not be rounded to the nearest fifteen (15) minute increment for the benefit of employees when clocking in before 7:52 a.m. or out after 5:07 p.m. Thus, the rounding was not neutral and was applied in a way to exclusively benefit Defendants, so they could avoid paying minimum, regular, and overtime wages.

Plaintiff is informed and believes, and on that basis alleges, that Defendant has failed to maintain records of Plaintiff and similarly situated employees' hours worked as a result of a deletion of data in connection with switching third-party payroll providers. The lack of any such time records spans from approximately 2020 to 2022.

Defendants regularly rounded employees time spent on meal periods, creating an illusion of compliant meal periods when, in fact, they were regularly shortened or not able to be taken at all. Defendants' timekeeping system automatically flagged meal period violations by creating alerts showing where employees had less than a full 30 minutes (even when that time was rounded), where employees were not able to take a meal period before the completion of the fifth hour worked, where employees were not able to take a second meal period, and where employees were not able to take a second meal period before the completion of the fifth hour worked. Instead of paying employees meal period premiums or investigating the matter further with the employee, Defendants and a policy and practice of having supervisors unilaterally decide whether or not any premiums should be provided without any notice to employees. As a result of Defendants' rounding policies and practices, Plaintiff and similarly situated employees



were regularly deprived of being compensated for their hours actually worked before their scheduled shift, after their scheduled shift, and during meal periods.

Defendants further did not authorize and permit Plaintiff and similarly situated employees to take all meal and rest periods owed to them. For example, Defendants rest period policy did not authorize employees to take a rest break for every four hours worked or major fraction thereof. Plaintiff and similarly situated employees did not receive all uninterrupted thirty (30) minute meal periods every five (5) hours and ten (10) minute rest periods every four (4) hours or major fraction thereof. Plaintiff's and similarly situated employees' job duties prevented them from being able to take these breaks because Defendants required more tasks and duties be performed in a day than could reasonably be accomplished within their regularly scheduled shifts without interfering with Plaintiff and similarly situated employees' rights to meal and rest periods. For example, Defendants utilized production quotas and/or similar types of work performance rating systems that incentivized employees to delay or entirely work through their meal and rest periods, which also resulted in off-the-clock work during meal periods. Similarly, Defendant did not provide appropriate relief workers that would enable Plaintiff and similarly situated employees to take their breaks while meeting Defendants' work demands. Defendants did not pay Plaintiff and similarly situated employees all missed meal and/or rest period premiums owed.

Finally, Defendants failed to pay Plaintiff and similarly situated employees for work-related cell phone use even though cell phones were used as a means of communication between employees and management throughout the workday.

As a result of Defendants' failure to pay Plaintiff and similarly situated employees all minimum wages, overtime wages, paid sick wages, and meal and rest period premiums owed, the wage statements Defendants issued were inaccurate. The paystubs Defendants issued did not itemize accurate regular and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate gross and net wages earned. As a result, Plaintiff and similarly situated employees were not able to determine the total wages owed to them from their paystubs alone.

As of this date of this letter, Defendants have not paid Plaintiff and similarly situated employees all minimum wages, regular wages, overtime wages, paid sick time, and meal and rest period premiums owed to them.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 3, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in



excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 3, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 3, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 3, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 3 – Violation of Labor Code § 226.7 and Wage Order No. 3, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 3, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 4 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the



employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 5 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 6 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendant failed to pay any reimbursements for work-related cell phone use by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count 7 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. This is against the law.

Count 8 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee



per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 9 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendant failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count 10 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 3, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 3 § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiffs and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 11 – Violation of Labor Code §§ 2100-2112 (Violation of Quota Laws)

California Labor Code sections 2100-2112 provide that employers operating warehouse distribution centers, as defined under sections 2100(f), and (i)(1), shall not require employees to



meet quotas that prevent compliance with meal or rest period protections or other various health and safety laws within the California Labor Code. Additionally, employers operating warehouse distribution centers shall provide written descriptions of any quotas, and shall not take any adverse actions as a result of an employee's failure to meet a quota that prevents compliance with the cited meal, rest, or health and safety standards. For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: _____

Justin P. Rodriguez

JPR

cc: Client via e-mail

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On June 29, 2023, I served the following documents on the party below:

- 9 • Amended Private Attorneys General Act Letter

Pacific Coast Producers P.O. Box 1600 Lodi, CA 95240	Pacific Coast Producers 631 N. Cluff Avenue Lodi, CA 95240
--	--

13 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
14 and processing of correspondence for mailing with the United States Postal
15 Service and that each day's mail is deposited with the United States Postal
16 Service that same day in the ordinary course of business. On the date set forth
above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

17 [] [By Personal Service] By personally delivering a true copy thereof to the office
18 of the addressee above.

19 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
20 personally delivered via the following overnight courier service:_____.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct, and that this declaration was executed on June 29, 2023, at Elk Grove, California.

22
23 
Elias Tapia



JOSE GARAY, APLC
249 E. Ocean Blvd. #814 | Long Beach, CA 90802 | B. 949.208.3400 | Gen F. 562.590.8400
www.garaylaw.com

April 13, 2023

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Pacific Coast Producers
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833

**Re: *Ramirez v. Pacific Coast Producers*
 LWDA-CM-919057-22
 Amended PAGA Notice**

Dear California Labor and Workforce Development Agency and Pacific Coast Producers:

Per our prior notice of Labor Code violations dated November 10, 2022 (“PAGA Notice”), Jose Garay, APLC and the Law Office of Daniel J. Hyun represent the interests of Griselda Ramirez (“Claimant”). The PAGA Notice was regarding the following provisions of the Labor Code allegedly violated by Claimant’s former employer Pacific Coast Producers (“PCP”): 201, 202, 203, 204, 206, 210, 222, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 248.5, 256, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802. The Labor and Workforce Development Agency (“LWDA”) case number assigned to the above referenced action is LWDA-CM-919057-22. The purpose of this correspondence is to supplement Claimant’s PAGA Notice to add additional factual allegations and Labor Code violations against PCP to seek additional penalties on behalf of Claimant and all other aggrieved employees against PCP pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698 *et seq.* This correspondence serves as Claimant’s written notice by online filing with the LWDA and by certified mail to PCP of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

The specific provisions of the Labor Code alleged to have been violated are as follows:

Labor Code sections 201, 202, 203, 204, 206, 210, 222, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 248.5, 256, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100-2112, 2699.3, 2699.5, 2800, and 2802.

Facts and Theories Supporting the Alleged Violations

PCP owns and operates a business that specializes in canning fruits and tomatoes for private brands throughout the world. PCP employs 100 or more non-exempt employees at a single warehouse distribution center and/or 1,000 or more non-exempt employees at multiple warehouse distribution centers. PCP's principal place of business is located at 631 N. Cluff Avenue, Lodi, California 95240 and maintains multiple locations in California. PCP employed Claimant as a non-exempt hourly employee in California within the past year and Claimant belonged to a union during her employment with PCP. Claimant's job duties included, *inter alia*, quality control by grading and testing tomatoes in PCP's lab, obtaining samples of tomatoes and grading the amount of salt and acid, examining PH levels and temperature of sauces, and examining cans and any other tomato products. PCP employed and/or currently employs other aggrieved employees in California. The aggrieved employees consist of all employees employed by PCP during the "PAGA Period," which is defined as one (1) year prior to the submission of this letter to the LWDA and certified mailing to PCP to the present.

During the PAGA Period, PCP failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and aggrieved employees regularly worked more than eight (8) hours, 10 hours, and/or 12 hours per workday, over 40 hours per workweek, and over eight (8) hours per workday on the seventh consecutive day of work. Specifically, PCP imposed excessive and unrealistic quotas on Claimant and other aggrieved employees. As a consequence of PCP's quotas, PCP regularly directed, pressured, or encouraged Claimant and aggrieved employees to return to work during their meal periods, while they were clocked out for their meal periods, and continue working without pay. PCP would deduct a full 30-minute meal period from Claimant's and aggrieved employees' pay despite the fact that they worked during half or more of their meal periods in order to meet PCP's unrealistic quotas. Thus, PCP failed to pay Claimant and other aggrieved employees for all time worked including during meal periods and unlawfully deducted wages. In addition, PCP simply failed to pay all wages, including minimum wages, straight time, overtime, and double time by paying less than the time worked by Claimant and aggrieved employees, i.e., time shaving. PCP also rounded Claimant's and the aggrieved employees' hours worked, including meal periods, thereby depriving them of work performed before and after their scheduled shifts, and during meal periods. PCP's rounding practice systematically undercompensated the aggrieved employees and favored the employer rather than the employee. Further, PCP failed to pay Claimant and other aggrieved employees for time worked off-the-clock, e.g., PCP's management sent Claimant and aggrieved employees work-related texts and/or calls while they were off-the-clock and failed to compensate them for this time, e.g., Claimant received calls as late as 2:00 a.m. Further, PCP required Claimant and aggrieved employees to arrive 15 minutes before the start of their scheduled shift and wait in a long line to enter the facility (about five minutes of waiting) and another line for COVID-19 screening (about an additional 10 minutes of waiting) before being able to clock in for their shifts. PCP did not compensate Claimant and aggrieved employees for the time spent waiting in line to clock in and

prohibited Claimant and aggrieved employees from clocking in more than three (3) minutes before the start of their scheduled shifts. Moreover, PCP paid non-discretionary bonuses, commissions, and/or other incentive pay to aggrieved employees but failed to include all remunerations when calculating their regular rate of pay for purposes of paying overtime, double time, meal and rest period premiums, sick pay, and vacation pay. As such, PCP failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and double time wages for all hours worked, in violation of Labor Code sections 204, 206, 210, 222, 223, 227.3, 246, 246.5, 248.5, 256, 510, 558, 1194, 1197, 1197.1, 1198, and 2100-2112.

During the PAGA Period, PCP failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Specifically, Claimant and aggrieved employees regularly worked through their meal periods or had their meal periods missed, late, interrupted, and/or shortened due to PCP's understaffing, work demands, and practices. Specifically, Claimant and aggrieved employees regularly took their first meal periods after the first five (5) hours of work, or had them shortened, missed, and/or interrupted because there was no one to relieve them for a meal period and/or they were directed to continue working by PCP's management in order to satisfy PCP's excessive quotas. PCP also rounded meal periods in violation of California law. PCP further failed to provide second meal periods to Claimant and aggrieved employees when they worked over 10 hours per workday, let alone provide timely, uninterrupted 30-minute second meal periods. PCP failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, PCP failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code sections 226.7, 512, and 2100-2112, and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

During the PAGA Period, PCP failed to authorize or permit ten-minute (10) rest periods for every four (4) hours or major fraction thereof worked. Specifically, PCP failed to provide compliant rest breaks to Claimant and aggrieved employees due to its excessive quotas, understaffing, work demands, and practices as mentioned above. As such, Claimant and aggrieved employees regularly missed their rest breaks and/or had them shortened and/or interrupted. PCP also failed to adopt and implement a practice of providing compliant second rest breaks when Claimant and aggrieved employees worked over six (6) hours per workday or providing compliant third rest breaks when Claimant and aggrieved employees worked over 10 hours per workday. Further, PCP failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly, PCP violated Labor Code section 226.7 and 2100-2112, and the applicable IWC Wage Orders.

During the PAGA Period, PCP failed to reimburse Claimant and other aggrieved employees for all business expenses incurred for PCP'S benefit. For example, Claimant and

aggrieved employees were required to communicate with PCP's management regarding work-related matters using their personal cell phones without reimbursement. Accordingly, PCP violated Labor Code sections 2800 and 2802.

As a result of, and in addition to, the aforementioned Labor Code violations, PCP failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, PCP violated Labor Code sections 226 and 226.3. Similarly, PCP failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and the aggrieved employees due to the same violations referenced above. Consequently, PCP violated Labor Code sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, PCP failed to timely pay all wages owed throughout Claimant's and the aggrieved employees' employment and following the end of the aggrieved employees' employment including minimum, regular, overtime, and double time wages, meal and rest period premiums, reimbursements, and overtime, double time, sick pay, and vacation pay at the proper rates, among other things. Accordingly, PCP violated Labor Code sections 201-204, 210, 222, 223, 227.3, 246, 256.

Based on these violations, Claimant will seek attorneys' fees, costs, and penalties under the Labor Code on behalf of herself and all other aggrieved employees who were employed by PCP during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant including PAGA claims in a lawsuit against PCP. Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

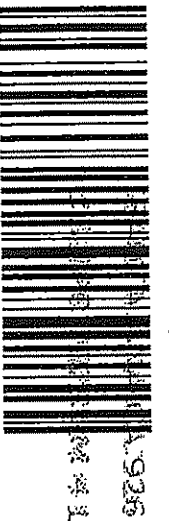
Sincerely,

**JOSE GARAY, APLC &
LAW OFFICE OF DANIEL J. HYUN**


Daniel J. Hyun

LAW OFFICE OF DANIEL J. HYUN
1100 W. Town & Country Rd.,
Ste. 1250
Orange, CA 92868

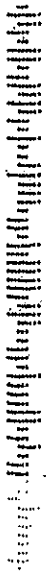
UNITED STATES MAIL



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Agent for Service of Process for Pacific Coast
Producers
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833

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Exhibit D

Date	Description	Amount
11/11/2021	Administration/Copy Fee - Phone, Fax, Scan, Copying, Non-Certified/Courier Postage, Westlaw Legal Research Fees	\$500.00
11/23/2021	Payment to LWDA - PAGA Filing Fee	\$75.00
12/2/2021	Payment to Court - Complex Fees	\$1,000.00
12/2/2021	Service Fee to Court - Complex and complaint fee	\$40.00
12/2/2021	Payment to Court - Complaint Fee Superior Court	\$435.00
12/13/2021	One Legal Service Fee - Complaint Served on Defendant	\$59.32
1/13/2022	One Legal Service Fee	\$16.06
1/18/2022	One Legal Service Fee	\$17.09
2/4/2022	One Legal Service Fee	\$17.09
3/18/2022	ALS Service Fee	\$39.12
5/12/2022	One Legal Service Fee - amendment to complaint order 18198053	\$17.60
5/27/2022	One Legal Service Fee - CMS order 18224145	\$61.26
9/23/2022	One Legal Service Fee - Case Management Statement, Notice, Proof of Service - 18811091	\$16.57
9/23/2022	One Legal Service Fee - Case Management Statement - 18775886	\$61.26
9/27/2022	One Legal Service Fee - Notice of Association of Counsel order 18972905	\$61.26
2/22/2023	One Legal Service Fee - Joint Stipulation	\$81.85
3/3/2023	Mediation - JAMS	\$6,875.81
3/20/2023	Certified Mail - Amended PAGA	\$9.98
3/29/2023	One Legal Service Fee - Second Amended Complaint for Damages 20105050	\$78.76
4/11/2023	One Legal Service Fee - Notice of Related Case 20188815	\$61.26
4/11/2023	One Legal Service Fee - Notice of Related Case 20188931	\$61.26
4/26/2023	One Legal Service Fee - Joint Stipulation 20052160	\$99.35
5/16/2023	One Legal Service Fee - order on notice of related cases order 20325865	\$61.26
5/19/2023	One Legal Service Fee - Notice of entry of Judgement order 20434942	\$61.26
5/19/2023	One Legal Service Fee - Notice of entry of judgement order 20434981	\$61.26
5/22/2023	One Legal Service Fee - Order on notice of related cases order 20325917	\$61.26
6/20/2023	One Legal Service Fee - Case Management Statement order 20634885	\$61.26
9/18/2023	One Legal Service Fee - court fee \$20, filing fee \$134.94 order 21158043	\$154.94
9/20/2023	One Legal Fee - Third amended complaint 21236941	\$134.35
10/18/2023	One Legal Fee - Case Management Statement 21446495	\$83.39
1/24/2024	One Legal Service & Filing Fee - Preliminary Approval Motion	\$390.70
1/25/2024	One Legal Service Fee - Notice of Hearing Order 22086674	\$83.39
Anticipated	One Legal Filing Fee - Final Approval Motion	\$395.00
Anticipated	Personal Service to OC - Final Approval Motion	\$150.00
Anticipated	One Legal Filing Fee - Supplemental Admin Declaration ISO FAM	\$85.00
Anticipated	One Legal Fee - Compliance Declaration	\$61.26

Total: \$11,529.23

Exhibit E

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiffs ELIZABET SANCHEZ
individually and on behalf of similarly situated employees

[additional parties continued on next page]

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-11106

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 22, 2024

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Robert T. Waters

Filed: December 7, 2021

FAC Filed: February 14, 2022

SAC Filed: March 29, 2023

TAC File: September 19, 2023

Trial Date: None Set

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2 jose@garaylaw.com

3 Jose Garay, APLC

4 249 E. Ocean Blvd. #814

5 Long Beach, CA 90802

6 Telephone: (949) 208-3400

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8 Daniel J. Hyun (State Bar No. 309184)

9 dh@danielhyunlaw.com

10 Law Office of Daniel J. Hyun

11 1100 West Town and Country Road, Suite 1250

12 Orange, California 92868

13 Telephone: (949) 590-4122

14 Facsimile: (949) 528-2596

15 Attorneys for Plaintiff GRISELDA RAMIREZ

16 individually and on behalf of similarly situated employees

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on the date noted above, in Department 11B before the
4 Honorable Robert T. Waters, presiding. Through tremendous effort by all involved, the parties were
5 able to come to a global resolution. Named Plaintiffs Elizabet Sanchez and Griselda Ramirez
6 (“Plaintiffs”) have filed a Third Amended Complaint in this case that consolidates two lawsuits into a
7 single proceeding into to allow a single, streamlined review by the Court of the fairness and adequacy
8 of a global class action and Private Attorneys General Act (“PAGA”) settlement. The two lawsuits
9 include the following: (1) *Sanchez v. Pacific Coast Producers*, San Joaquin County Superior Court,
10 Case No. STK-CV-UOE-2021-11106, filed December 7, 2021, (“*Sanchez Action*”); and (2) *Ramirez v.*
11 *Pacific Coast Producers*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-
12 0010664, filed November 18, 2022. (“*Ramirez Action*”). The operative Complaint alleges that
13 Defendant Pacific Coast Producers (“Defendant”) violated California law by 1) failing to pay overtime
14 wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to provide rest
15 periods, 5) failing to provide accurate wage statements, 6) failing to timely pay all final wages, 7)
16 failing to reimburse employees for incurred expenses, 8) failure to pay all wages, 9) unlawful
17 deductions, 10) violation of California’s Quota Laws, and 11) by engaging in unfair competition.
18 Plaintiffs have also alleged Defendant is liable for civil penalties under the Private Attorneys General
19 Act (“PAGA”) based on these violations. Plaintiffs sought attorneys’ fees and costs as part of this
20 Action. Defendant denied all of Plaintiffs’ claims and denied that this case was appropriate for class
21 treatment. The class settlement was preliminarily approved by the Court on February 28, 2024.

22 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
23 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
24 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
25 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
26 in the Agreement.

27 The Court, having received and considered Plaintiffs’ Motion for Final Approval of Class
28 Action and PAGA Settlement, the declarations in support, the Agreement, the Notice of Settlement,

and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL

The Court finds that certification of the following class for settlement purposes only is appropriate under the California Code of Civil Procedure and related case law:

All current and former non-exempt, California, hourly paid employees of Defendant at any time from December 7, 2017, through the End Date.

The Court recognizes that the foregoing definition is for Settlement Class Member identification purposes only and is not intended to capture the claims at issue or limit or alter the released claims under the Agreement. A Settlement Class Member shall not include the seven (7) individuals who timely opted out of the class settlement: Adrianna Gutierrez, Christine Weatherman, Cybil Gordon-Hachler, James C. Orr, Maureen Cundari, Michael L. Nevins, and Taylor Collis. These individuals shall not be bound by the Agreement or any of the releases or obligations therein except for the releases and covenants regarding to the PAGA claims as there is no ability to opt out of a PAGA settlement for PAGA Employees.

For settlement purposes only, the Court finds that Settlement Class Members meet the ascertainability and numerosity requirements since the parties can identify with a matter of certainty, based on payroll records, individuals who fall within the definition and the number of Settlement Class Members would make joinder impractical. The commonality and predominance requirements are met for settlement purposes since there are questions of law and fact common to Settlement Class Members. The common questions of law or fact in this case all stem from Plaintiffs' contentions that Defendant caused the violations outlined above by 1) failing to properly incorporate the value of nondiscretionary bonuses into Plaintiff's and Settlement Class Members' regular rates of pay for the purpose of calculating overtime wages, meal and rest period premiums, and paid sick time, 2) failing to provide meal periods in compliance with California law due to rounding and/or failing to relieve employees of all duties, 3) failing to provide rest periods in compliance with California law, 4) failing to pay employees for all hours worked due to rounding and clock in procedures, 5) failing to maintain accurate records of Plaintiff' and Settlement Class Members' hours worked, 6) failing to pay reimbursements for

1 work-related cell phone use, 7) imposing systematic quota and production demands on Plaintiffs and
2 Settlement Class Members which violated the rights of employees pursuant to Labor Code sections 2100
3 *et seq.*, such as Plaintiffs' and Settlement Class Members' rights to lawful meal periods, rest periods,
4 bathroom breaks, and exposing them to safety hazards, 8) failing to pay putative Settlement Class
5 Members for the time waiting before being able to clock in for their shifts, 9) unlawfully deducting
6 wages from Plaintiffs and Settlement Class Members by regularly directing them to return to work
7 during their meal periods while clocked out for their meal periods, and 10) failing to accurately itemize
8 the hours and wages earned on paystubs issued to Settlement Class Members. The PAGA, waiting time
9 penalty, wage statement violation, and unfair competition claims also derive from these violations.
10 Additionally, Settlement Class Members seek the same remedies under state law. The typicality
11 requirement for settlement purposes is also satisfied since the claims of the Class Representatives are
12 based on the same facts and legal theories as those applicable to the Settlement Class Members.

13 The Court also finds that certifying the settlement class is required to avoid each Settlement
14 Class Member from litigating similar claims individually. This Settlement will achieve economies of
15 scale for Settlement Class Members with relatively small individual claims and conserve the resources
16 of the judicial system.

17 The Court finds that Plaintiffs Elizabet Sanchez and Griselda Ramirez and Plaintiffs' counsel,
18 Galen T. Shimoda, Justin P. Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, Daniel J.
19 Hyun of Law Office of Daniel J. Hyun, and Jose R. Garay of Jose Garay, APLC, to be adequate
20 representatives of the settlement class. The Court appoints them as Class Representatives and Class
21 Counsel, respectively.

22 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

23 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
24 Plaintiffs' Motion as Exhibit A. The Court finds, that final approval is warranted as the Settlement falls
25 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
26 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
27 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
28 weigh the potential value of the disputed claims against the risks of continued litigation. Class Members

1 were able object to the Agreement and its terms through the administration process and at a fairness
2 hearing or opt-out of being bound by the preliminarily approved Agreement.

3 No objections were made by Settlement Class Members and less than one percent (1%) of
4 Settlement Class Members opted out. Because the Court finds the Parties' settlement to have been
5 agreed upon only after an extensive investigation and arms-length negotiations, and in an attempt to
6 avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if
7 stated here in full, including the \$2,053,000 Gross Settlement Amount.

8 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
9 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Settlement Class Members), the
10 benefits that Plaintiffs and Class Counsel were able to negotiate on behalf of Settlement Class Members
11 can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those
12 benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See*
13 *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v.*
14 *Grauly*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980)
15 (“A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to
16 a reasonable attorney’s fee from the fund as a whole.”). Settlement Class Counsel sought an award of
17 attorneys’ fees of \$718,550, attorney’s costs of \$16,831.27, an Enhancement Payment to the Class
18 Representatives in the amount of \$15,000 to each, and for Settlement Administrator Costs in the amount
19 of \$43,500. Defendant does not oppose these requests. The Notice of Settlement sent to Settlement
20 Class Members included information regarding these amounts and that they would be requested in
21 connection with final approval of the Agreement. Settlement Class Members have been given the
22 opportunity to object to these amounts and no objections have been submitted in any respect whatsoever.
23 The Court finds the attorneys’ fees request of thirty-five percent (35%) of the Gross Settlement Amount,
24 *i.e.* \$718,550, to be appropriate compensation for Settlement Class Counsel. The attorneys’ fees request
25 is within the range that has been approved by other Courts in similar cases and is reasonable in light of
26 the circumstances of this case, the substantial and beneficial results obtained on behalf of Settlement
27 Class Members, and the contingent nature of the recovery over the course of this case, which included
28 potential loss at summary judgment, certification, and/or trial proceedings. Additionally, the Court

orders that \$16,831.27 of the settlement proceeds will be paid to Settlement Class Counsel for reasonable costs incurred in this case. Any difference between the actual costs incurred and the \$30,000 shall be paid to the Participating Class Members on a pro-rata basis.

The Court orders and approves Apex Class Action, LLC, to act as the Settlement Administrator in this case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are \$43,500. Any difference between the actual Settlement Administrator Costs and the approved amount will be added to the Net Settlement Amount for distribution between the Participating Class Members pro rata as set forth in the Agreement.

The Court orders that Plaintiffs Elizabet Sanchez and Griselda Ramirez will receive \$15,000 each as an Enhancement Payment for their work on behalf of Class Members as Class Representatives and in exchange for a general release of all their individual claims, which is in addition to any amount Plaintiffs may be entitled to under the Agreement's pro rata distribution formula.

The Court approves of the One Hundred Thousand Dollars (\$100,000) PAGA Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to PAGA Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any checks issued to Participating Class Members and/or PAGA Employees that are not cashed by the deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendant for any reason.

The releases and waivers for Settlement Class Members who do not opt out of being bound by the Agreement (*i.e.* Participating Class Members), PAGA Employees, and the Class Representatives are also approved by the Court as set forth in the Agreement.

1 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
2 **INCLUDING THE NOTICE OF SETTLEMENT**

3 The Court finds that the Notice of Settlement, which was submitted with Plaintiffs' Motion as
4 Exhibit A to the Declaration of Madely Nava, fairly and adequately advised Settlement Class Members
5 of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the
6 number of workweeks worked during the Settlement Class Period, their pro rata share of the Net
7 Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the
8 settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of
9 Settlement and distribution of such notice by first class mail to each identified Settlement Class Member
10 at his or her most recent address based on a National Change of Address database search from the
11 Settlement Class Members' last known address and a skip trace on any Settlement Class Members who
12 have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with all
13 constitutional requirements, including those of due process.

14 **IV. IMPLEMENTATION SCHEDULE**

15 Accordingly, with good cause shown, the Court hereby approves and orders that the following
16 implementation schedule be adhered to:

17 Last day for Settlement Administrator to calculate 18 the final Net Settlement Amount, the final 19 Individual Settlement Amounts to Participating 20 Class Members and/or Aggrieved Employees, any 21 applicable taxes thereon, and report the results of 22 these calculations to Class Counsel and 23 Defendant's Counsel	Within 21 calendar days after the Final Approval Date
24 Last day for Defendant to fund settlement	Within 10 calendar days after the Effective Date
25 Last day for Settlement Administrator to deliver 26 payment of Class Counsel's attorney's fees and 27 costs, Enhancement Payments, PAGA Payment, 28 Settlement Administrator Costs, payment to 29 Participating Class Members, and payment to 30 PAGA Employees	Within 14 calendar days after Defendant has funded the settlement

Last day for Participating Class Members and PAGA Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

IT IS SO ORDERED.

Date: _____

By: _____
Judge of the Superior Court