

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 Plaintiff RAFAEL GUEVARA SANCHEZ
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVCV21-01213

CLASS ACTION

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

Date: March 25, 2024
Time: 10:00 a.m.
Dept.: 4
Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021
FAC Filed: May 11, 2022
Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on March 25, 2024, at 10:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 4 of the above-entitled Court, Plaintiff Rafael Guevara Sanchez,
4 individually and on behalf of all other similarly situated individuals, hereby moves for entry of an Order
5 for the following:

- 6 1. Certifying the proposed class herein for purposes of settlement;
- 7 2. Appointing Plaintiff Rafael Guevara Sanchez as class representative for purposes of
8 settlement;
- 9 3. Appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of settlement;
- 10 4. Approving the proposed class action and Private Attorneys General Act settlement, in the
11 amount of \$275,000, which is incorporated herein by reference;
- 12 5. Approving the application for payment to Class Counsel of attorneys' fees in the amount of
13 \$96,250;
- 14 6. Approving the application for payment to Class Counsel of reasonable costs in the amount of
15 \$5,712.92;
- 16 7. Approving the Class Representative Enhancement Payment of \$15,000 to Plaintiff Rafael
17 Guevara Sanchez;
- 18 8. Approving the appointment of CPT Group as the Settlement Administrator and for payment
19 to CPT Group for administering said class action settlement in the amount of \$10,000;
- 20 9. Approving the settlement of claims under the Private Attorneys General Act for the total
21 amount of \$20,000, 75% of which will be paid to the Labor and Workforce Development
22 Agency and 25% of which will be paid to Aggrieved Employees;
- 23 10. Determining that the class notification procedure and process complied with Class Members'
24 due process rights;
- 25 11. Directing that any amount from settlement checks that were not cashed by the check cashing
26 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Sacramento Food
27 Bank & Family Services under the doctrine of *cy pres*;
- 28

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

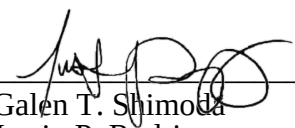
3 This Motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
4 2699(l), and California Rules of Court 3.769 and 3.764, on the grounds that the preliminarily approved
5 class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class
6 Members and should be approved by the Court. This motion will be based on the notice of motion,
7 memorandum of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Rafael
8 Guevara Sanchez, the Declaration of Jeremy Talavera, exhibits, the record and files of this case, and any
9 further oral or documentary evidence introduced at the hearing of this motion.

10
11
12 **Pursuant to Local Rule 3.5 (B), the court adopts CRC Rule 3.1308 (a)(2) as the tentative ruling**
13 **procedure in law and motion matters which states that no notice of intent to appear is required.**
14 **The court must make its tentative ruling available by telephone and also, at the option of the**
15 **court, by any other method designated by the court, by a specified time before the hearing. The**
16 **tentative ruling may note any issues on which the court wishes the parties to provide further**
17 **argument at the hearing. This procedure must not require the parties to give notice of intent to**
18 **appear, and the tentative ruling will not automatically become the ruling of the court if such**
19 **notice is not given. The tentative ruling, or such other ruling as the court may render, will not**
20 **become the final ruling of the court until the hearing.**

21 Dated: February 28, 2024

22 **Shimoda & Rodriguez Law, PC**

23 By: _____

24 
25 Galen T. Shimoda
26 Justin P. Rodriguez
27 Renald Konini
28 Attorneys for Plaintiff

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 Plaintiff RAFAEL GUEVARA SANCHEZ
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVCV21-01213

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 25, 2024
Time: 10:00 a.m.
Dept.: 4
Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021
FAC Filed: May 11, 2022
Trial Date: None Set

TABLE OF CONTENTS

I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT.....	1
II. PROCEDURAL AND LITIGATION HISTORY	2
III. INVESTIGATION AND DISCOVERY CONDUCTED	2
IV. NEGOTIATION AND PROPOSED SETTLEMENT	3
a. Plaintiff and Defendant Engaged in Extensive Arm's Length Negotiations	3
b. The Terms of the Agreement	3
c. Allocation of Settlement Funds	6
V. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND THE SUBSEQUENT CLASS ACTION ADMINISTRATION.....	6
VI. THE AGREEMENT WARRANTS FINAL APPROVAL AS IT IS FAIR, REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE FACTS OF THIS CASE	8
a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness	9
i. The Agreement is a Result of Extensive, Non-Collusive Arm's Length Negotiations Between the Parties	9
ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement	9
iii. Plaintiff's Counsel are Experienced in Similar Litigation.....	10
iv. No Class Members Objected To Or Opted Out Of The Settlement	10
v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of Plaintiff's Case and the Risks and Costs of Further Litigation.....	10
vi. The Proposed Settlement is a Reasonable Compromise of Claims	12
b. Certification of the Class is Appropriate	12
i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous.....	13
ii. The Commonality, Predominance, and Typicality Requirements are Met.....	13
iii. The Adequacy Requirement is Met	14
VII. THE AMOUNTS REQUESTED FOR ATTORNEY'S FEES AND COSTS, AN ENHANCEMENT PAYMENT TO THE CLASS REPRESENTATIVE, AND SETTLEMENT ADMINISTRATOR COSTS ARE REASONABLE AND SHOULD BE APPROVED	15
a. A Fee of Thirty-Five Percent of the Common Fund Is Reasonable Because It Is Within the Ranges Historically Approved by Courts in Class Settlements and a Lodestar Cross Check Validates the Proposed Fee.....	16

b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefit Obtained	17
c. Class Counsel’s Request for Class Representatives Enhancement Payment Is Justified In Light of The Results Achieved for the Class As Well As For His General Release of All Individual Claims Is Reasonable	18
d. The Court Should Approve the Payment of Settlement Administrator Costs	18
VIII. CONCLUSION.....	19

1 **TABLE OF AUTHORITIES**

2 **CALIFORNIA CASES**

3 *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110 (2009)..... 8, 18

4 *Children’s Hosp. and Med. Ctr. v. Bonta*, 97 Cal.App.4th 740 (2002) 17

5 *City of San Jose v. Superior Court*, 12 Cal.3d 447 (1974) 13

6 *Classen v. Weller*, 145 Cal.App.3d 27 (1983) 13

7 *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794 (1996) 8, 9, 12

8 *Green v. Obledo*, 29 Cal.3d 126 (1981)..... 8

9 *Hebbard v. Calgrove*, 28 Cal.App.3d 1017 (1972)..... 13

10 *In re Microsoft I-V Cases*, 135 Cal.App.4th 706 (2006) 6, 8

11 *Karton v. Ari Design & Constr., Inc.*, 61 Cal.App.5th 734 (2021)..... 15

12 *Ketchum v. Moses*, 24 Cal.4th 1122 (2001) 15, 16, 17

13 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008) 9, 12

14 *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480 (2016) 16

15 *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325 (2008)..... 13

16 *McGhee v. Bank of America*, 60 Cal.App.3d 442 (1976) 14

17 *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399 (2010) 12

18 *Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273 (1992) 9

19 *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955 (2019)..... 7, 13

20 *Nordstrom Com. Cases*, 186 Cal.App.4th 576 (2010)..... 4, 8, 9

21 *North County Contr. ’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085 (1994) 9

22 *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117 (1990)..... 11

23 *Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462 (1981) 13

24 *Rose v. City of Hayward*, 126 Cal.App.3d 926 (1981) 13

25 *Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th 691 (2014)..... 16

26 *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224 (2001)..... 8, 9, 17

27 **CALIFORNIA STATUTES AND OTHER AUTHORITIES**

28 Cal. Labor Code Section 2699 8

1	Cal. Labor Code Section 2699.3.....	2
2	Cal. Civil Procedure Code Section 384	6
3	Cal. Rules of Court, Rule 3.769.....	8
4	FEDERAL CASES	
5	<i>Abrams v. Lightolier, Inc.</i> , 50 F.3d 1204 (3d Cir. 1995)	17
6	<i>Amchem Products v. Windsor</i> , 521 U.S. 591 (1997)	13
7	<i>Avila v. Cold Spring Granite Co.</i> , 2017 U.S. Dist. LEXIS 130878 (E.D. Cal. 2017)	11
8	<i>Bellinghausen v. Tractor Supply Co.</i> , 306 F.R.D. 245 (N.D. Cal. 2015)	11
9	<i>Birch v. Office Depot, Inc.</i> , USDC Southern District, Case No. 06cv1690 DMS (WMC)	16
10	<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980)	16
11	<i>Boyd v. Bechtel Corp.</i> , 485 F.Supp. 610 (N.D. Cal. 1979)	10
12	<i>Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42</i> , 8 F.3d 722 (10th Cir. 1993).....	17
13	<i>Bravo v. Gale Triangle, Inc.</i> , 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017)	11
14	<i>Briseno v. ConAgra Foods, Inc.</i> , 844 F.3d 1121 (9th Cir. 2017)	7
15	<i>Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)</i> ,	
16	19 F.3d 1291 (9th Cir. 1994)	17
17	<i>Chu v. Wells Fargo Investments, LLC</i> , 2011 WL 672645 (N.D. Cal. 2011).....	5
18	<i>City of Detroit v. Grinnell Corp.</i> , 495 F.2d 448 (2d Cir. 1974).....	12
19	<i>Davis v. Cox Commc 'ns California, LLC</i> , 2017 U.S. Dist. LEXIS 63514 (S.D. Cal. 2017).....	4
20	<i>Dent v. ITC Serv. Croup</i> , 2013 U.S. Dist. LEXIS 139359, at *9-*10 (D. Nev. Aug. 6, 2013).....	18
21	<i>Emmons v. Quest Diagnostics Clinical Lab 'ys, Inc.</i> ,	
22	2017 WL 749018, at *7 (E.D. Cal. 2017).....	15
23	<i>Franco v. Ruiz Food Prod., Inc.</i> , 2012 WL 5941801 (E.D. Cal. 2012).....	5
24	<i>Garcia v. City of King City</i> , 2017 WL 363257, *4 (N.D. Cal. 2017)	13
25	<i>Garcia v. Gordon Trucking, Inc.</i> , 2012 U.S. Dist. LEXIS 160052 (E.D. Cal. 2012).....	5
26	<i>Gardner v. GC Servs., LP</i> , 2012 U.S. Dist. LEXIS 47043 (S.D. Cal. 2012).....	10, 11
27	<i>Gay v. Waiters' & Dairy Lunchmen's Union</i> , 489 F.Supp. 282 (N.D. Cal. 1980),	
28	<i>aff'd</i> 694 F.2d 531 (9th Cir. 1982).....	13

1	<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998)	13, 14
2	<i>Harris v. Marhoefer</i> , 24 F.3d 16 (9th Cir. 1994).....	17
3	<i>Hensley v. Eckerhart</i> , 461 U.S. 424 (1983)	15, 16
4	<i>Hopson v. Hanesbrands Inc.</i> , 2009 U.S. Dist. LEXIS 33900 (N.D. Cal. 2009).....	5
5	<i>Ingram v. The Coca Cola Co.</i> , 200 F.R.D. 685 (N.D. Ga. 2001)	18
6	<i>In re Heritage Bond Litig.</i> , 2005 U.S. Dist. LEXIS 13555 (C.D. Cal. 2005).....	10, 15
7	<i>In re Omnivision Technologies, Inc.</i> , 559 F.Supp.2d 1036 (2007).....	11
8	<i>Jack v. Hartford Fire Ins. Co.</i> , 2011 U.S. Dist. LEXIS 118764 (S.D. Cal. 2011)	4
9	<i>Jennings v. Open Door Marketing, LLC</i> , 2018 WL 4773057 (N.D. Cal. 2018)	4
10	<i>Junkersfeld v. Med. Staffing Sols., Inc.</i> , 2022 WL 2318173 (E.D. Cal. 2022)	4
11	<i>Linney v. Cellular Alaska P'ship</i> , 151 F.3d 1234 (9th Cir. 1998).....	12
12	<i>Martin v. Ameripride Servs.</i> , 2011 U.S. Dist. LEXIS 61796 (S.D. Cal. 2011)	16
13	<i>Messineo v. Ocwen Loan Servicing, LLC</i> , 2017 WL 733219, *4 (N.D. Cal. 2017).....	13
14	<i>Moore v. Fitness Int'l, LLC</i> , 2014 U.S. Dist. LEXIS 8358 (S.D. Cal. 2014)	4
15	<i>Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.</i> ,	
16	221 F.R.D. 523, 529 (C.D. Cal. 2004).....	10
17	<i>Officers for Justice v. Civil Serv. Comm'n</i> , 688 F.2d 615 (9th Cir. 1982)	11
18	<i>Paul, Johnson, Alston & Hunt v. Gaulty</i> , 886 F.2d 268 (9th Cir. 1989)	16
19	<i>Rannis v. Recchia</i> , 380 F. App'x 646 (9th Cir. 2010)	7, 8
20	<i>Rippee v. Boston Mkt. Corp.</i> , USDC Southern District, Case No. 05cv1359 BTM (JMA)	16
21	<i>Ruch v. AM Retail Grp., Inc.</i> , 2016 WL 5462451 (N.D. Cal. 2016)	4
22	<i>Schiller v. David's Bridal, Inc.</i> , 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012).....	11
23	<i>Silber v. Mabon</i> , 18 F.3d 1449 (9th Cir. 1994).....	7
24	<i>Singer v. Becton Dickinson & Co.</i> , 2010 U.S. Dist. LEXIS 53416 (S.D. Cal. 2010).....	5
25	<i>Syed v. M-I, L.L.C.</i> , 2017 U.S. Dist. LEXIS 24880 (E.D. Cal. 2017)	5
26	<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F.Supp. 294 (N.D. Cal. 1995).....	18
27	<i>Walsh v. CorePower Yoga LLC</i> , 2017 U.S. Dist. LEXIS 163991, at *12-14 (N.D. Cal. 2017).....	7
28	<i>West v. Circle K Stores, Inc.</i> , 2006 U.S. Dist. LEXIS 76558, at *7-*8 (E.D. Cal. 2006)	18

<i>Wright v. Linkus Enters.</i> , 259 F.R.D. 468 (E.D. Cal. 2009)	7
FEDERAL STATUTES AND OTHER AUTHORITIES	
Fed. R. Civ. Proc., Rule 23(e).....	8

1 **I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT**

2 Plaintiff Rafael Guevara Sanchez (“Plaintiff”) seeks final approval of a wage and hour class action
3 and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$275,000. *See*
4 *generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release
5 [“Agreement”]). Plaintiff brought this class action individually and on behalf of similarly situated
6 employees who worked for Defendant Danna Farms Inc., (“Defendant”) (Plaintiff and Defendant
7 sometimes collectively referred to as the “Parties”). *See, generally*, Exhibit B (Plaintiff’s Operative
8 Complaint). There are approximately 299 Class Members.

9 Plaintiff has alleged that Defendant 1) failed to pay overtime wages, 2) failed to pay minimum
10 wages, 3) failed to provide meal periods or pay premiums in lieu thereof, 4) failed to provide rest
11 periods or pay premiums in lieu thereof, 5) failed to provide accurate wage statements, 6) failed to
12 timely pay all final wages, 7) failed to reimburse expenses for incurred expenses, and 8) engaged in
13 unfair competition. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl.
14 Rodriguez”), ¶¶ 2, 9-10. Plaintiff has also alleged Defendant is liable for a civil penalties under the
15 PAGA based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce
16 Development Agency [“LWDA”] Regarding PAGA Claims). Defendant has denied all of Plaintiff’s
17 allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 5.
18 Defendant has also denied that this case is appropriate for class certification other than for purposes of
19 settlement. *See id.* However, subject to Court approval, the Parties have been able to compromise and
20 settle all asserted claims as a result of extensive investigations, document and data exchanges, and
21 extended negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement
22 is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges,
23 negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 6-10. The
24 prospect of potential class certification issues and the uncertainty of class certification, Defendant’s
25 factual and legal contentions, difficulties of complex litigation, the lengthy process of establishing
26 specific damages and various possible delays and appeals were carefully considered by Plaintiff and
27 Plaintiff’s counsel in agreeing to the proposed settlement. *See id.*

1 The reaction of Class Members to the preliminary approved Agreement has been
2 overwhelmingly positive and gives substantial support to the Agreement and all terms and allocations
3 therein being fair, reasonable, and adequate. Zero Class Members opted out of the settlement and there
4 have been zero objections to the Agreement. See Declaration of Jeremy Talavera (“Decl. Talavera”),
5 ¶¶ 11, 13. It is well within the discretion of this Court to grant final approval of the proposed
6 settlement which satisfies all of the criteria for final settlement approval under California law.
7 Accordingly, Plaintiff requests that the Court: (1) certify the settlement class; (2) grant final approval of
8 the Agreement; (3) find that the procedures used to notify Class Members complied with due process;
9 4) grant Plaintiff’s request for attorney’s fees and costs, the Enhancement Payment to the Class
10 Representative, and Settlement Administrator Costs; and (5) approve and adopt the proposed order
11 granting final approval, which is filed concurrently herewith.

12 II. PROCEDURAL AND LITIGATION HISTORY

13 Plaintiff filed a class action complaint on approximately December 22, 2021, in Yuba County
14 Superior Court against Defendant. Plaintiff exhausted administrative remedies under the PAGA by
15 providing notice of the claims and violations to the LWDA. See Exhibit C; Cal. Lab. Code § 2699.3(a),
16 (c); Decl. Rodriguez, ¶ 3. Then, Plaintiff filed a First Amended Class Action Complaint on
17 approximately May 11, 2022, to include a PAGA claim. See *id.*; Exhibit B. There is no date set for a
18 motion for certification or trial in this matter. See Decl. Rodriguez, ¶ 4.

19 III. INVESTIGATION AND DISCOVERY CONDUCTED

20 Plaintiff thoroughly investigated issues affecting certification, the merits of the class claims, and
21 potential damages for such claims. See *id.* at ¶¶ 3, 6-10; Declaration of Rafael Guevara Sanchez
22 (“Decl. Guevara Sanchez”) ¶ 5-7, 10. Plaintiff worked during the time all of Defendant’s policies and
23 practices at issue in the Complaint were in effect and provided information regarding these policies and
24 practices, enabling pre-filing investigations to take place. See Decl. Guevara Sanchez, ¶¶ 2, 5-6. The
25 Parties engaged in formal and informal discovery and exchange of documents, including a
26 representative sampling of employee data, such as timecards, paystubs, payroll data, and relevant
27 policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery
28 covered all aspects of the asserted claims, including certification issues, merits issues, damages, the

scope and configuration of 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 Plaintiff to determine the extent and frequency of any violations in accordance with Plaintiff's contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.*

IV. NEGOTIATION AND PROPOSED SETTLEMENT

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

The final settlement occurred only after extended, arm's length negotiations. Over the course of approximately two (2) years, Plaintiff has been investigating the claims and discussing with Defendant's counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 5-8. The Parties exchanged substantial amounts of information and legal analysis in connection with these discussions. *See id.* It was only after these extended discussions, which included a full day mediation with Hon. Patrick J. O'Hara, (Ret.) and a mediator's proposal, that the Parties were able resolve all claims and enter into the Agreement. *See id.* at ¶ 8.

b. The Terms of the Agreement

1. The following groups of individuals are covered by the Agreement: (a) Class Members, which include all non-exempt employees who have or continue to work for Defendants in California from December 22, 2017, up to October 27, 2023; and (b) Aggrieved Employees, which include all non-exempt employees who have or continue to work for Defendants in California from December 22, 2020, up to October 27, 2023. *See* Exhibit A, ¶¶ 1.2, 1.5. There are approximately 299 Class Members and 102 Aggrieved Employees. *See id.*

2. Defendant will pay the Gross Settlement Amount of \$275,000, which is exclusive of the employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will revert to Defendant. *See id.* at ¶ 5.6. Aggrieved Employees will still be paid their share of the PAGA Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

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

4 4. Subject to Court approval, the Parties have selected CPT Group to act as the Settlement
5 Administrator, whose final costs are \$10,000. *See Decl. Talavera*, ¶ 16. The difference between the
6 actual Settlement Administrator Costs and the originally allocated \$15,000 under the Agreement, will
7 be added to the Net Settlement Amount and paid to Class Members on a pro rata basis. *See Exhibit A*,
8 ¶¶ 1.33, 5.3; *Decl. Rodriguez*, ¶ 23.

9 5. The Parties agree that \$20,000 of the Gross Settlement Amount shall be allocated to
10 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
11 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See Exhibit A*, ¶
12 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts
13 by Defendant to maintain compliant policies and take corrective action, the presence of what may likely
14 be deemed good faith disputes, and the Court’s discretion to reduce any penalty award, Plaintiff
15 believes the \$20,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring
16 non-compliance given the facts of this case. *See Decl. Rodriguez*, ¶¶ 5-10; *see also Nordstrom Com.*
17 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims
18 based on their being disputed and being part of a class settlement which was evaluated based on the
19 terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at *8 n.2
20 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v.*
21 *Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA
22 claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016
23 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,00 PAGA settlement allocation where total PAGA
24 penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*
25 *Commc’ns California, LLC*, 2017 U.S. Dist. LEXIS 63514, *1 (S.D. Cal. 2017) (preliminarily
26 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int’l, LLC*, 2014 U.S.
27 Dist. LEXIS 8358, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys’ fees award
28 alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, *6 (S.D.

1 Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson*
2 & Co., 2010 U.S. Dist. LEXIS 53416, *2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in
3 \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, *9 (N.D. Cal.
4 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 U.S.
5 Dist. LEXIS 24880, *34-35 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in a \$3,950,000
6 settlement even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated
7 value); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at *7 (E.D. Cal. 2012)
8 (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
9 2012 WL 5941801, at *14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from \$2,500,000 settlement
10 fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, at *1 (N.D. Cal. 2011) (approving
11 PAGA settlement payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement).

12 6. The Parties agree that up to Thirty Five Percent (35%) of the Gross Settlement Amount
13 (\$96,250) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendant
14 will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2.
15 Additionally, the Parties agree that Plaintiff will also be entitled to the actual litigation costs as which
16 are \$5,712.92. *See* Exhibit D (Plaintiff's Counsel's Itemized Costs). The difference between the actual
17 costs and the originally allocated \$10,000 will be redistributed to Class Members on a pro rata basis.
18 *See* Exhibit A, ¶ 5.2.

19 7. Any allocated amounts under the Agreement for Settlement Administrator Costs, Class
20 Representative Enhancement Payment, and attorney's fees and costs that are not ultimately awarded by
21 the Court will remain part of the Net Settlement Amount and be paid out to Participating Class
22 Members on a pro rata basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These
23 amounts will be paid out from the Gross Settlement Amount, not in addition to the Gross Settlement
24 Amount. *See* Exhibit A, ¶¶ 5.1-5.5, 5.11.

25 8. Class Members who fail to timely opt-out of this settlement will waive all Released
26 Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.5, 1.14, 1.26, 1.30, 1.32, 6.1, 7.5.1.
27 Aggrieved Employees will waive all Released PAGA Claims as set forth in the Agreement regardless
28 of whether they opt out of being a Class Member. *See id.* at ¶¶ 1.2, 1.14, 1.31-1.32, 6.2, 7.5.1.

1 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
2 Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their
3 respective settlement checks within 180 calendar days of issuance, that remaining amount shall be
4 donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Sacramento Food Bank & Family
5 Services under the doctrine of *cy pres*. See Exhibit A, at ¶ 5.6. Because the Agreement provides for all
6 funds such that there is no residue, the provisions of California Civil Procedure Code section 384 are
7 inapplicable. See *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated
8 beneficiaries clearly promote the law consistent with the objectives and purposes underlying the lawsuit
9 as they are non-profits aimed at assisting employees with wage and hour claims who cannot afford
10 legal representation, including providing representation for employees in wage claims before the
11 California Labor Commissioner. See *id.* at 722-724; see also Decl. Rodriguez, ¶¶ 25-31.

12 **c. Allocation of Settlement Funds**

13 Payment to Participating Class Members and Aggrieved Employees will not require the
14 submission of a claim form. A Net Settlement Amount will be determined by subtracting from the
15 Gross Settlement Amount any attorneys' fees and costs, Enhancement Payment to the Class
16 Representative, Settlement Administrator Costs, PAGA Payment that are approved and/or awarded by
17 the Court. Each Class Member's share will be determined by dividing their total weeks worked within
18 the Class Period by the total weeks worked by all Class Members within the Class Period. That
19 fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's
20 individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion
21 of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA
22 Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period.
23 That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the
24 Aggrieved Employee's individual share. See Exhibit A, at ¶¶ 1.17, 5.5, 5.8.

25 **V. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND THE**
26 **SUBSEQUENT CLASS ACTION ADMINISTRATION**

27 Plaintiff's motion for preliminary approval of the class action settlement was approved by the
28 Court on November 27, 2023. To comply with Class Members' due process rights, the parties enlisted

1 an exhaustive method to ensure the best practical means possible was used to provide notice to the
2 class. The parties provided the Settlement Administrator the names, last known address, and social
3 security numbers for the class. The Settlement Administrator then updated this information by doing
4 an address trace for each individual using this information prior to mailing. *See* Decl. Talavera, ¶ 6. If
5 the notices were returned as undeliverable, further investigation was performed and they were re-
6 mailed using updated information. *See id.* at ¶¶ 8-9. Of the 299 Notice Packets mailed, only 13 were
7 undeliverable after use of these methods. *See id.* at ¶ 9. The Notice included information regarding the
8 requested attorneys' fees, costs, payment to the LWDA, administration costs, and tax allocations. *See*
9 Exh. A to Decl. Talavera, ¶ A. The average distribution to participating class members is
10 approximately \$428.22, the maximum distribution is approximately \$ 2,814.91. *See id.* at ¶ 15. No
11 objections to the preliminarily approved settlement have been made and zero Class Members opted out.
12 *See* Decl. Talavera, ¶¶ 11, 13.

13 The notice procedures used in the administration of the preliminarily approved settlement have
14 complied with Class Member's due process rights. It is not required that Class Members be given
15 actual notice of a class settlement; instead, the best practicable notice under the circumstances is all that
16 is required. *See Silber v. Mabon*, 18 F.3d 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*,
17 844 F.3d 1121, 1129 (9th Cir. 2017); *Walsh v. CorePower Yoga LLC*, 2017 U.S. Dist. LEXIS 163991,
18 at *12-14 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In
19 *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court rejected a class member's argument that he
20 had not received due process because he did not receive notice until after the opt out period, finding
21 that, so long as the notice process utilized is the best practicable under the circumstances, due process is
22 satisfied even if there is no actual receipt of the notice. *See Silber*, 18 F.3d at 1453-1454. A similar
23 finding was made in *Briseno v. Conagra Foods, Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to
24 any undeliverable notice in this case, the Court in *Rannis v. Recchia*, 380 F. App'x 646 (9th Cir. 2010)
25 found that class members who did not receive actual notice due to their mailings being deemed
26 undeliverable were still properly held to be part of the class settlement because they received the best
27 notice practicable under the circumstances. *See Rannis v. Recchia*, 380 F. App'x at 650-651. In *Noel*
28

1 *v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-984 (2019), the California Supreme Court noted that
2 California has adopted a similar approach regarding providing notice to class members.

3 The notice method in *Rannis* is similar to that used in the present case. For example, the Notice
4 contains all information necessary for a Class Member to assess the litigation, the settlement, and
5 whether they wanted to participate, object, or opt-out. See Exh. A to Decl. Talavera. The Settlement
6 Administrator utilized a national change of address database, forwarding notices, and skip tracing in an
7 effort to ensure that all reasonable means were exhausted in attempting to provide Class Members
8 notice of this settlement. See Decl. Talavera, ¶¶ 6, 8-9. The content of the notice provided and the
9 manner in which it was provided to Class Members was the best practicable notice to satisfy due
10 process.

11 **VI. THE AGREEMENT WARRANTS FINAL APPROVAL AS IT IS FAIR, REASONABLE,**
12 **AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE FACTS OF THIS**
13 **CASE**

14 A class action may not be dismissed, compromised, or settled without Court approval and the
15 decision to approve or reject a settlement is committed to the Court's sound discretion. See Cal. Rules
16 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal. App.
17 4th 224, 234-35 (2001); see also Cal. Lab. Code §§ 2699(l)(2). However, "[d]ue regard should be given
18 to what is otherwise a private consensual agreement between the parties. The inquiry 'must be limited to
19 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
20 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole,
21 is fair, reasonable and adequate to all concerned.'" See *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794,
22 1801 (1996); see also *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2009); *In re*
23 *Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th 576,
24 581 (2010). The law favors settlement of lawsuits, particularly class actions and other complex cases
25 where substantial resources can be conserved by avoiding the time, expense, and rigors of formal
26 litigation. See *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117-1118 (2009); *In re*

27
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 *Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 n.14 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th
2 576, 581 (2010); *see also Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992).

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

4 The purpose of the Court’s final evaluation of a proposed class action settlement is to determine
5 only whether it is within the range of reasonableness. *See Wershba*, 91 Cal. App. 4th at 234-35. If the
6 Court finds a proposed settlement falls within “the range of reasonableness,” it should grant final
7 approval of the class action settlement. *See, e.g., North County Contr. ’s Assn., Inc. v. Touchstone Ins.*
8 *Svcs.*, 27 Cal. App. 4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116,
9 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate
10 include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further
11 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
12 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
13 presence of a governmental participant, and the reaction of the class members to the proposed
14 settlement. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996). However, this Court
15 should begin its analysis with a presumption that the proposed settlement is fair. “A presumption of
16 fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation
17 and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
18 in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

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

21 Settlement of this case was reached only after substantial litigation and extensive arm’s length
22 negotiations lasting nearly two (2) years, which included a full day mediation and resolution through a
23 mediator’s proposal. *See Decl. Rodriguez*, ¶¶ 3, 6-10. At all times, the negotiations were adversarial,
24 although still professional in nature. *See id.*

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

27 The Parties were in possession of all necessary information during the negotiations. The Parties
28 engaged in substantial formal and informal discovery, which included all necessary components for

1 evaluating the class claims and creating an accurate damages model. *See id.* at ¶¶ 6-10. Plaintiff was
2 in possession of this information prior to calculating any damages in this case. *See id.* As a result,
3 Plaintiff was able to make a reasonable estimation of Defendant’s potential liability. *See id.* For these
4 reasons, the settlement now before the Court was reached at a stage where “the parties certainly have a
5 clear view of the strengths and weaknesses of their cases” sufficient to support the settlement. *See*
6 *Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 617 (N.D. Cal. 1979).

7 **iii. Plaintiff’s Counsel are Experienced in Similar Litigation**

8 Plaintiff’s counsel have considerable experience in complex litigation such as class and PAGA
9 actions. *See* Decl. Rodriguez, ¶¶ 12-18. Thus, Plaintiff’s counsel are qualified to evaluate the class
10 claims, the value of settlement versus moving forward with litigation, and viability of possible
11 affirmative defenses. Plaintiff’s counsel believe that the Agreement is fair, reasonable, and adequate in
12 light of the risks associated with the claims, the uncertainties of complex litigation, and the secured
13 benefit to Class Members. *See id.*

14 **iv. No Class Members Objected To Or Opted Out Of The Settlement**

15 The reaction by Class Members to the Agreement and all the terms and allocations stated
16 therein is overwhelmingly positive. **Zero Class Members have objected to any aspect of the**
17 **Agreement and zero have opted out.** *See* Decl. Talavera ¶¶ 11, 13. This provides strong evidence
18 that the settlement is fair, reasonable, and adequate. *In re Heritage Bond Litig.*, 2005 WL 1594403, at
19 *10 (“It is established that the absence of a large number of objectors to a proposed class action
20 settlement raises a strong presumption that the terms of a proposed class settlement action are favorable
21 to the class members”); *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529
22 (C.D. Cal. 2004) (“That unanimous, positive reaction to the Proposed Settlement is compelling
23 evidence that the Proposed Settlement is fair, just, reasonable, and adequate”).

24 **iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
25 **Plaintiff’s Case and the Risks and Costs of Further Litigation**

26 Plaintiff’s claims and the ability to obtain and maintain certification all the way through trial
27 were heavily disputed by Defendant. *See* Decl. Rodriguez, ¶¶ 5-9. Based on the records and facts of
28 this case, Plaintiff has secured a gross recovery of approximately 5% of the maximum likely value of

1 the claims in this matter and between 20% and 50% of the more realistic range of recovery. See Decl.
2 Rodriguez, ¶¶ 9-10. The net recovery represents approximately 2% of the maximum likely value of the
3 claims in this matter and between 10% and 24% of the more realistic range of recovery. The average
4 net award is approximately \$428.22 and the highest recovery is \$2,814.91. See Decl. Talavera ¶ 15.

5 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
6 percentile ranges of the total available damages that have been approved in other class settlements. See
7 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
8 (1990); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982); see also *In re*
9 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
10 settlement of 6% of maximum potential recovery after reduction for attorney’s fees was higher than
11 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
12 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017)
13 (approving a settlement where the net recovery to class members was approximately 7.5% of the
14 projected maximum recovery amount); *Avila v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS
15 130878 (E.D. Cal. 2017) (approving a settlement with a gross recovery of 11% of the projected
16 maximum damages available and a net recovery of approximately 6.7% of the projected maximum
17 recovery); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal. 2015) (approving a
18 settlement where the gross recovery was approximately 8.5% of the projected maximum recovery);
19 *Schiller v. David’s Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012) (“Class
20 Members will receive an average of approximately \$198.70, with the highest payment to a Class
21 Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
22 highlighted by the fact that there was no objection to the settlement amount or the attorneys’ fees
23 requested.”); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) (“the
24 results achieved in this case were very favorable. Class members are provided with immediate
25 monetary relief, with an average award of around several hundred dollars and a minimum award of
26 \$50”).

1 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

2 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
3 information be presented in class action settlements “to ensure that the recovery represents a reasonable
4 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
5 risks and expenses of attempting to establish and collect on those claims by pursuing the
6 litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
7 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
8 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
9 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
10 prevailed on all the claims, provided there is a record that allows “an understanding of the amount that
11 is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

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

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

23 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
24 defined community of interest in the questions of law and fact involved affecting the parties to be
25 represented.” *Dunk*, 48 Cal. App. 4th at 1806. The “community of interest” element “embodies three
26 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
27 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
28 Here, the Court conditionally certified the settlement class on November 4, 2022, and nothing has

happened in the interim that would warrant changing that decision. *See Garcia v. City of King City*, 2017 WL 363257, *4 (N.D. Cal. 2017); *Messineo v. Ocwen Loan Servicing, LLC*, 2017 WL 733219, *4 (N.D. Cal. 2017). Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See Exhibit A*.

i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous

The proposed settlement class is ascertainable because all putative Class Members can be readily identified through employee personnel and payroll files. *See Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325, 1334 (2008). The numerosity requirement is met because there are 292 individuals who fall within the definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters' & Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff'd* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these requirements are satisfied.

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

The commonality requirement is met when there are questions of law or fact regarding the class as a whole. *See Hanlon*, 150 F.3d at 1019. Commonality requires only that some common legal or factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate over individual questions and class-wide treatment of a dispute must be superior to individual litigation.² *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the named representative are typical of those of the class, though "they need not be substantially identical." *Id.* at 1020; *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47 (1983).

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).

1 The common questions of law and fact in this case stem from Plaintiff's contention that
2 Defendant violated California law by 1) failing to pay Plaintiff and Class Members all minimum wages
3 and overtime wages due to managers and supervisors making unauthorized reduction to the hours that
4 Plaintiff and Class Members worked, 2) failing to pay all daily and/or weekly overtime in accordance
5 with the schedule outlined in Wage Order 14 for employers with 26 or more employees, 3) failing to
6 authorize and permit Plaintiff and Class Members to take all meal and rest periods owed to them, 4)
7 failing to authorize and permit Plaintiff and Class Members to take their first meal period before the
8 completion of the fifth hour worked or take a second meal period or third rest period when they worked
9 over ten (10) or twelve (12) hours in a day, and 5) failing to reimburse Plaintiff and Class Members for
10 using their cell phones, vehicles and tools and equipment for work purposes. *See* Exhibit B. The
11 waiting time penalties, unfair competition, and PAGA claims are derivative of these violations. *See id.*
12 Plaintiff and the Class Members seek the same remedies under state law. Under these specific
13 circumstances, the commonality and predominance requirements are satisfied. Regarding the typicality
14 requirement, Plaintiff contends he suffered from the same unlawful policies, treatment, and
15 circumstances as Class Members did, will request the same remedies, and will rely on the same
16 methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also
17 satisfied for settlement purposes.

18 **iii. The Adequacy Requirement is Met**

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

27 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
28 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.

1 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
2 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
3 engaged Defendant's counsel in settlement discussions over the course of approximately two (2) years.
4 Moreover, Plaintiff's counsel has experience defending and bringing wage and hour claims. Because
5 Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims, the adequacy
6 requirement is met. *See generally* Decl. Rodriguez.

7 **VII. THE AMOUNTS REQUESTED FOR ATTORNEY'S FEES AND COSTS, AN**
8 **ENHANCEMENT PAYMENT TO THE CLASS REPRESENTATIVE, AND**
9 **SETTLEMENT ADMINISTRATOR COSTS ARE REASONABLE AND SHOULD BE**
10 **APPROVED**

11 The Notice of Settlement sent to Class Members specifically identified the allocations for
12 attorney's fees and costs, the Class Representative Enhancement Payments, and Settlement
13 Administrator Costs. *See* Exh. A to Decl. Talavera. The reaction of Class Members to these requested
14 amounts provides useful evidence of whether they are reasonable. *See In re Heritage Bond Litig.*, 2005
15 WL 1594403, *21 ("The absence of objections or disapproval by class members to Class Counsel's fee
16 request further supports finding the fee request reasonable"). As noted above, there were no objections
17 raised to the Agreement or any term or allocation therein whatsoever. *See* Decl. Talavera ¶¶ 11, 13. In
18 addition to Class Members' reactions supporting the requested amount, the facts and applicable case
19 law also support awarding these amounts in full.

20 An award of attorney's fees should include compensation for all hours reasonably spent. *See*
21 *Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001); *see also Hensley v. Eckerhart*, 461 U.S. 424, 431
22 (1983) (finding hours are reasonably spent if they are the kind normally billed to a fee-paying client).
23 California has not adopted any "benchmark" percentage utilized by several federal courts. *See Emmons*
24 *v. Quest Diagnostics Clinical Lab 'ys, Inc.*, 2017 WL 749018, at *7 (E.D. Cal. 2017) ("Notably, while
25 the California Supreme Court recognized the Ninth Circuit's 25 percent benchmark for percentage
26 awards in common fund cases, it did not adopt such a benchmark for California cases"). Instead, "[t]he
27 benchmark in determining attorney fees is reasonableness." *Karton v. Ari Design & Constr., Inc.*, 61
28 Cal.App.5th 734, 744 (2021).

1 **a. A Fee of Thirty-Five Percent of the Common Fund Is Reasonable Because It Is Within**
2 **the Ranges Historically Approved by Courts in Class Settlements and a Lodestar**
3 **Cross Check Validates the Proposed Fee**

4 An award of attorney's fees under the common fund doctrine is appropriate in this case as there
5 is sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received can be
6 accurately traced to the settlement Plaintiff and Class Counsel were able to negotiate on behalf of Class
7 Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
8 lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016);
9 *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van*
10 *Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of
11 persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole.").
12 The requested fee, 35% of the common fund, is within ranges awarded in other cases. *See Martin v.*
13 *Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796, *22-23 (S.D. Cal. 2011) (collecting cases); *Birch v.*
14 *Office Depot, Inc.*, USDC Southern District, Case No. 06cv1690 DMS (WMC) (awarding 40% fee on a
15 \$16 million wage and hour class action settlement); *Rippee v. Boston Mkt. Corp.*, USDC Southern
16 District, Case No. 05cv1359 BTM (JMA) (awarding a 40% fee on a \$3.75 million wage and hour class
17 action settlement); Decl. Rodriguez, ¶¶ 19-21.

18 To the extent the Court wishes to exercise its discretion to conduct a lodestar cross check, the
19 cross check only validates the fee request. *See Laffitte*, 1 Cal.5th at 503-506. Again, an award of
20 attorney's fees should include compensation for all hours reasonably spent. *See Ketchum*, 24 Cal.4th at
21 1133; *see also Hensley*, 461 U.S. at 431 (finding hours are reasonably spent if they are the kind
22 normally billed to a fee-paying client). To date, Class Counsel has spent approximately 219.6 hours
23 performing tasks that would normally be billed to any fee playing client in complex litigation and
24 estimate that this number will increase to approximately 229.6 after monitoring the disbursement of all
25 funds and compliance hearing(s). *See Decl. Rodriguez*, ¶¶ 20-21; Exhibit F; *Syers Props. III, Inc. v.*
26 *Rankin*, 226 Cal.App.4th 691, 699 (2014) ("Because time records are not required under California
27 law . . . , there is no required level of detail that counsel must achieve.") (internal quotations omitted).
28 At the prevailing market rates for Class Counsel's level of experience and this type of complex
litigation, this equates to a lodestar of approximately \$126,860.00. *See Decl. Rodriguez*, ¶¶ 20-21;

1 *Children’s Hosp. and Med. Ctr. v. Bonta*, 97 Cal.App.4th 740, 746 (2002) (noting rates were reasonable
2 where they were “within the range of reasonable rates charged by and judicially awarded comparable
3 attorneys for comparable work”).

4 The reasonableness of Class Counsel’s fee request is also demonstrated by the fact that the
5 amount requested would actually result in a negative multiplier to their lodestar. Multipliers are
6 typically awarded in contingent fee litigation to compensate counsel for the risk of non-payment:

7 It is an established practice in the private legal market to reward attorneys
8 for taking the risk of non-payment by paying them a premium over their
9 normal hourly rates for winning contingency cases. *See Richard Posner,*
10 *Economic Analysis of Law* § 21.9, at 534-35 (3d ed. 1986). Contingent
11 fees that may far exceed the market value of the services if rendered on a
non-contingent basis are accepted in the legal profession as a legitimate
way of assuring competent representation for Plaintiff who could not
afford to pay on an hourly basis regardless whether they win or lose.

12 *Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)*, 19 F.3d 1291, 1299 (9th
13 Cir. 1994). Moreover, “in the common fund context, attorneys whose compensation depends on their
14 winning the case, must make up in compensation in the cases they win for the lack of compensation in
15 the cases they lose.” *Id.* at 1300-01; *see also Ketchum*, 24 Cal.4th at 1138 (“The adjustment to the
16 lodestar figure, *e.g.*, to provide a fee enhancement reflecting the risk that the attorney will not receive
17 payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither
18 unexpected nor fortuitous”); *Wershba*, 91 Cal.App.4th at 255 (“Multipliers can range from 2 to 4 or
19 even higher”). Because awarding attorney’s fees at the requested 35% would still result in a negative
20 multiplier, a lodestar cross check validates the common fund percentage requested and the Court should
21 grant Class Counsel’s fee request. *See Decl. Rodriguez*, ¶¶ 19-21.

22 **b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefit**
23 **Obtained**

24 The appropriate analysis in determining whether particular costs are compensable is whether
25 they are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v.*
26 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (“Harris may recover as part of the award of attorney’s fees
27 those out-of pocket expenses that ‘would normally be charged to a fee paying client’”); *Abrams v.*
28 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8

1 F.3d 722, 725-26 (10th Cir. 1993). The categories of expenses for which Class Counsel seek
2 reimbursement here are categories normally charged to hourly clients and, therefore, should be
3 reimbursed out of the common fund. See Decl. Rodriguez, ¶ 22; Exhibit D.

4 **c. Class Counsel's Request for Class Representatives Enhancement Payments Is Justified**
5 **In Light of The Results Achieved for the Class As Well As For His General Release of**
6 **All Individual Claims Is Reasonable**

7 A service payment to a named plaintiff is intended to recognize their time and effort on behalf
8 of the class. Indeed, courts routinely approve incentive awards to compensate named plaintiffs for the
9 services they provide and the risks they incurred during the course of the class action litigation. See
10 *Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001) (approving incentive awards of
11 \$300,000.00 to each named plaintiff); *Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D.
12 Cal. 1995) (approving a \$50,000.00 participation award); *Cellphone Termination Fee Cases*, 186
13 Cal.App.4th 1380, 1393 (2010) (approving \$10,000 awards to each of the four (4) named plaintiffs).

14 In this case Plaintiff provided substantial support in helping to secure payment to Class
15 Members. Plaintiff has spent a tremendous amount of time and effort (approximately 85-100 hours) to
16 help secure payment for Class Members. See Decl. Rodriguez, ¶ 7; Decl. Guevara Sanchez, ¶¶ 2-3, 5-
17 8. Plaintiff is also subject to a much broader release of claims than Class Members, including a Civil
18 Code section 1542 release. Payment of \$15,000.00 to Plaintiff is appropriate given the risk, assistance,
19 time required, and burden experienced in bringing and resolving this case, especially since this amount
20 was identified in the Notice of Settlement and no objections to it have been received. See *West v.*
21 *Circle K Stores, Inc.*, 2006 U.S. Dist. LEXIS 76558, at *7-*8, *12, *27 (E.D. Cal. 2006) (awarding a
22 \$15,000 representative enhancement where 10,000 class members were to receive a gross award of
23 approximately \$500 each from the \$5,000,000 settlement); *Dent v. ITC Serv. Group*, 2013 U.S. Dist.
24 LEXIS 139359, at *9-*10, *15-*16 (D. Nev. 2013) (awarding a \$15,000 representative enhancement
out of a \$150,000 settlement for approximately 530 class members).

25 **d. The Court Should Approve the Payment of Settlement Administrator Costs**

26 Since being preliminarily approved as the Settlement Administrator, CPT Group, has carried out
27 its duties as set forth in the Court's order and the Agreement. See generally Decl. Talavera. Under the
28 Agreement, a maximum of \$15,000 was set aside for potential Settlement Administrator Costs. CPT

Group's final costs are \$10,000.00, well under the potential maximum Class Members were given notice of. Plaintiff requests that the Court approve payment to the Settlement Administrator in the amount of \$10,000.00 to compensate it for the costs of administration as part of the final order approving the Settlement.

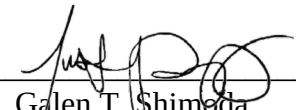
VIII. CONCLUSION

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

Shimoda & Rodriguez Law, PC

Dated: February 28, 2024

By: _____


Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

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 Plaintiff RAFAEL GUEVARA SANCHEZ
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVCV21-01213

CLASS ACTION

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

Date: March 25, 2024
Time: 10:00 a.m.
Dept.: 4
Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021
FAC Filed: May 11, 2022
Trial Date: None Set

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 Rafael Guevara Sanchez (“Plaintiff”) herein. I am
4 making this declaration on behalf of the named Plaintiff, the putative class members, and in support of
5 Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement (“Motion”). A true and
6 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
7 (“Agreement”) in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff’s contention
9 that Defendant Danna Farms Inc., (“Defendant”) 1) failing to pay overtime wages, 2) failing to pay
10 minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to
11 provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6)
12 failing to timely pay all final wages, 7) failing to reimburse expenses for incurred expenses, and 8)
13 engaging in unfair competition. Plaintiff also alleged liability for civil penalties under the Private
14 Attorneys General Act (“PAGA”). These claims were based on allegations that Defendant violated
15 California law by 1) failing to pay Plaintiff and Class Members all minimum wages and overtime
16 wages due to managers and supervisors making unauthorized reduction to the hours that Plaintiff and
17 Class Members worked, 2) failing to pay all daily and/or weekly overtime in accordance with the
18 schedule outlined in Wage Order 14 for employers with 26 or more employees, 3) failing to authorize
19 and permit Plaintiff and Class Members to take all meal and rest periods owed to them, 4) failing to
20 authorize and permit Plaintiff and Class Members to take their first meal period before the completion
21 of the fifth hour worked or take a second meal period or third rest period when they worked over ten
22 (10) or twelve (12) hours in a day, and 5) failing to reimburse Plaintiff and Class Members for using
23 their cell phones, vehicles and tools and equipment for work purposes. The PAGA, waiting time
24 penalty, wage statement violation, and unfair competition claims also derive from these violations.

25 3. Plaintiff is the only named representative in this matter. From our initial investigations
26 of Plaintiff’s claims and documents, we believed these claims had merit and could be maintained as a
27 class action. We filed the action on or about December 22, 2021. Plaintiff exhausted administrative
28 remedies through the Labor and Workforce Development Agency (“LWDA”) prior to amending the

1 Complaint to add a PAGA claim. Plaintiff filed a notice with the LWDA on December 22, 2021,
2 setting forth the facts and theories of liability. A true and correct copy of the notice filed with the
3 LWDA is being filed with this Motion as Exhibit C. A copy of the notice was also sent to Defendant
4 via certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There was no
5 response by the LWDA regarding its intent to investigate the claims alleged in Plaintiff's notice for
6 more than 65 days. As such, Plaintiff became authorized to commence a civil action under the PAGA
7 and filed a First Amended Complaint on May 11, 2022. A true and correct copy of Plaintiff's operative
8 Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was uploaded to the LWDA
9 on July 28, 2023, after we received an endorsed copy back from Court.

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

11 5. Defendant is represented in this matter by Catherine M. Houlihan and Patrick S. Moody
12 of BARSAMIAN & MOODY. From the beginning, Defendant has contested the merits of this case,
13 the suitability of the case for class action or representative treatment, the manageability of the case at
14 trial, and Plaintiff's ability to prove a violation in each pay period for each employee among other
15 defenses and contentions they made challenging the propriety of this action. Defendant further
16 contended, even assuming there was a finding supporting the imposition of PAGA penalties, that the
17 Court would likely exercise its discretion to substantially reduce any such penalties owed based on
18 evidence of good faith attempts to comply with California Labor Code obligations by Defendant.
19 Notwithstanding its agreement to settle this matter, Defendant believe the practices Plaintiff is
20 contending are unlawful either do not exist or, to the extent they do exist, fully comply with all state
21 and federal employment laws with respect to Plaintiff and Class Members. Also, Defendant has
22 contended that this matter is not appropriate for class certification outside of this proposed class
23 settlement.

24 6. Based on the expected testimony from Plaintiff and Class Members, a review of
25 Defendants' policies and procedures and other documents relating to the alleged claims, information on
26 the number of Class Members, Class Members' dates of employment, and a representative sample of
27 Class Members' time and payroll data, the scope of the potential damages to Plaintiff and Class
28 Members in light of the claims alleged, the uncertainty in the law with regard to certification, and the

1 negotiations that have taken place, I am convinced that the proposed settlement is in the best interest of
2 the class. The length and risks of trial and other normal perils of litigation that impact the value of the
3 claims were also considered and weighed in reaching the Agreement. In addition, I carefully considered
4 the prospect of potential class certification issues as well as the uncertainty of class certification, the
5 difficulties of complex litigation, and the lengthy process of establishing specific damages and various
6 possible delays and appeals in agreeing to the proposed settlement. I further considered the fact that
7 penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was
8 successful on proving those claims and there was risk that a Court could find no willfulness in the failure
9 to pay wages at separation, which would eliminate the value of the waiting time penalty claim entirely.
10 Overall, I believe it is more beneficial to secure a guaranteed benefit to the class now rather than to
11 proceed with litigation and potentially obtain zero funds to the class due to legal or factual issues in the
12 case.

13 7. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our
14 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
15 and potential damages for such claims. The parties engaged in formal and informal discovery and
16 exchange of documents, including a representative 15% sampling of employee data, covering timecards,
17 paystubs, payroll data and relevant handbooks and memoranda containing Defendant's policies for the
18 entirety of the statute of limitations applicable to the alleged claims. Several hundred pages of
19 documents, including wage statements, employee onboarding documents, employee policy and
20 handbooks, employment agreements, and timecards were reviewed. We also interviewed several
21 individuals, including putative class members, regarding the claims to get a better understanding of the
22 actual working conditions compared to the allegations being made in this lawsuit. The discovery
23 covered all aspects of the asserted claims, including certification issues, merits issues, damages, the
24 scope and configuration of Class Members, the content and implementation of the wage and hour
25 policies at issue, issues relating to manageability concerns at trial, among other relevant areas.
26 Defendant provided responses to Plaintiff's Special Interrogatories, Set One, and Plaintiff's Request for
27 Production of Documents, Set One. From this production we were able to determine information critical
28 to a reliable damages analysis such as the average hourly rate, average daily hours worked, shifts

1 eligible for meal and rest periods and the number of potential shifts that may correspond to liability
2 under our theories of liability, the average number of workweeks and pay periods that had potential
3 violations based on the asserted claims, the frequency with which violations occurred in a given week
4 and/or pay period, and the number of former employees. This information allowed my office to assess
5 both liability and damages and create an accurate damages model. Plaintiff assisted in all aspects of this
6 litigation including providing factual information relating to Plaintiff's and Class Members'
7 employment conditions, providing a substantial number of documents, and answering questions
8 regarding Defendants' factual contentions in this matter. This was important because it directly related
9 to our ability to maintain this case as a class action and our ability to obtain a favorable settlement for
10 the class.

11 8. Throughout this litigation our office had numerous communications with Defendants'
12 Counsel discussing our respective positions. The parties engaged in mediation on June 28, 2023, using
13 an experienced mediator, Hon. Patrick J. O'Hara, (Ret.). It was only after approximately two (2) years
14 of extensive, arm's length negotiations and a mediator's proposal that the parties were able to reach a
15 settlement, which only occurred after a full-day mediation. The negotiations were at all times
16 contentious and adversarial, though still professional in nature.

17 9. The following represents the potential maximum recovery for each of Plaintiff's claims
18 based on my office's analysis of Defendants' relevant policies and the data produced by Defendant,
19 including a sample of time and payroll records for Class Members. There were approximately 11,987
20 workweeks for the class and approximately 4,786 PAGA pay periods, an average base hourly rate of
21 \$14.29 and an average overtime rate of \$21.44. We also interviewed several putative class members,
22 covering their work experiences in relation to the asserted claims and utilizing that information in
23 conducting a merits and damages analysis:

- 24 a). Unpaid Minimum Wages: This claim is based on allegations that Defendant failed to
25 pay Plaintiff and Class Members all minimum wages due to managers and supervisors
26 making unauthorized reduction to the hours that Plaintiff and Class Members worked.
27 Plaintiff and Class Members would write their hours on a notepad and provide it to
28 management. Management would then transfer the hours into the timekeeping system

1 after cutting Plaintiff's and Class Members' hours by not accounting for hours spent
2 prepping the farm equipment for the day, or time worked during meal and rest breaks.
3 The maximum possible damages for this claim is \$29,472.58, which is entirely
4 comprised of liquidated damages under California Labor Code section 1194.2. Plaintiff
5 is only claiming liquidated damages under this claim because Plaintiff has also assumed
6 that all unpaid hours qualified for overtime compensation. Thus, only liquidated
7 damages are claimed to avoid double recovery of substantive wage loss. This amount
8 does not take into account any potential risks with respect to Plaintiff proving the merits
9 or damages. The company handbook contained written policies directing employees to
10 accurately record all hours worked. Additionally, there were several instances in which
11 Plaintiff was paid overtime especially during the last years of the Class Period.
12 Furthermore, there seems to be less violations towards the end of the Class Period and
13 Defendant implemented an electronic time keeping application for Class Members to
14 enter their times to more accurately account for the hours worked. In or about 2022,
15 Defendant changed its policies in order to keep accurate records of employee hours.
16 These issues cause substantial risk for the claim and it is possible a Court would find
17 that they supported a good faith defense, which entirely wipes out a claim for liquidated
18 damages. See Cal. Lab. Code § 1194.2(b). Taking these factors into account, it is more
19 realistic that there would not be any recovery for this claim.

- 20 b). Unpaid Overtime Wages: This claim is based on allegations that Defendant failed to pay
21 Plaintiff and Class Members all minimum wages due to managers and supervisors
22 making unauthorized reduction to the hours that Plaintiff and Class Members worked.
23 The maximum possible damages for this claim are \$52,210.30. Plaintiff has also
24 assumed that all unpaid hours qualified for overtime compensation. This amount does
25 not take into account any potential risks with respect to Plaintiff proving the merits or
26 damages. Plaintiff's calculations are based on being able to consistently prove a net of
27 0.25 unpaid overtime hours per week, per employee. The company handbook contained
28 written policies directing employees to accurately record all hours worked.

1 Additionally, there were several instances in which Plaintiff was paid overtime
2 especially during the last years of the Class Period. Furthermore, there seems to be less
3 violations towards the end of the Class Period and Defendant implemented an electronic
4 time keeping application for Class Members to enter their times to more accurately
5 account for the hours worked. In or about 2022, Defendant changed its policies in order
6 to keep accurate records of employee hours. Additionally, the small number of instances
7 made Defendant's arguments of inadvertent error a substantial risk for derivative claims
8 based on this theory of recovery. All these issues cause substantial risk for the claim and
9 it is possible a Court would find that they supported a good faith defense, which entirely
10 wipes out a claim for liquidated damages. See Cal. Lab. Code § 1194.2(b). Taking
11 these factors into account, it is more realistic that there would not be any recovery for
12 this claim.

- 13 c). Meal Periods: This claim was based on allegations that Defendant's managers, regularly
14 interrupted Plaintiff's and Class Members ability to take their full, 30-minute meal
15 periods. Additionally, Plaintiff and Class Members worked over ten (10) or twelve (12)
16 hours per day without being authorized and permitted to take a second meal period. The
17 maximum exposure for this claim is \$325,792.28. This amount does not take into
18 account any potential risks associated with this claim, which was heavily disputed.
19 While Plaintiff contended that Defendant maintained a regular and consistent practice of
20 failing to uninterrupted provide meal periods due to workload, Defendant had a facially
21 valid written meal period policy that was given to Class Members at the time of hire.
22 Based on Plaintiff's own allegations, the failure to have full, timely meal periods only
23 occurred 39% of the time. The existence of the facially valid policy and the variance in
24 the number of violations presents substantial risk to this claim being able to proceed as a
25 class action. Also, the difference in the amount of interruptions between different
26 positions of Class Members presents a risk in proving that all Class Members were
27 interrupted and/or provided untimely meal periods 39% of the time. Taking these
28

factors into account, a more realistic range of recovery for this claim is \$162,896.14 to \$228,054.6.

d). Rest Breaks: This claim was based on the same allegations as the meal period claim and was subject to the same risks. Additionally, Defendant failed to authorize a third rest break for Class Members who worked over twelve (12) hours. The maximum exposure for this claim is \$125,304.72. The underlying facts that precluded Plaintiff and Class Members from taking meal periods were the same facts as those precluding Plaintiff and Class Members from taking rest periods, this claim had a violation frequency rate of 15% based on the number of shifts exceeding ten (10) hours. As such, the realistic range of recovery for this claim is similar to the meal period claim, \$62,652.36 to \$87,713.31.

e). Reimbursement: This claim was based on Plaintiff's contention that he and Class Members were required to communicate with management using their personal cell phones and that from April 2022, Class Members began using their cell phones to log their hours through Defendant's electronic timekeeping app. The maximum exposure for this claim is \$138,311.54. This amount does not take into account any potential risks associated with this claim, which was heavily disputed. The use of personal cell phones up to April 2022 was heavily disputed due to the fact that there were other means to communicate during work hours and there were supervisors present on the job sites. Also, it would be difficult to discover the amount of texts or phone calls and their rate for each Class Member. There was risk that a Court may find the availability of alternatives meant the use of personal cell phones was unnecessary especially until April 2022, and, therefore, not subject to reimbursement. Thus, it is more realistic that there would not be any recovery for this claim.

f). Wage Statement Violations: This claim is derivative of Plaintiffs' overtime, minimum wage, and meal and rest period claims. The maximum exposure for this claim is \$239,293, which is calculated based on an initial violation \$50 per pay period per employee. Based on our research, we did not find any prior Labor Commissioner or court decisions that stated Defendant's practices and/or policies were improper. As

1 such, a “subsequent violation” may not be found for penalty calculation purposes and
2 the exposure analysis here is based on an “initial violation” valuation being adopted by
3 any fact finder if this matter went to trial. This amount does not take into account the
4 potential risks associated with this claim and assumes a violation in every pay period up
5 to April 2022. Because this claim is derivative of Plaintiff’s other claims, the same risks
6 identified above for Plaintiff’s minimum wages, overtime, meal period, and rest period
7 claims equally apply here, substantially affecting the potential value of this claim.
8 Taking these factors into account, a more realistic range of recovery for this claim is
9 \$95,717.20 to \$167,505.10.

- 10 g). Waiting Time Penalties: This claim is derivative of the minimum wage, overtime and
11 meal and rest period claims above. The maximum exposure for this claim is \$891,696.
12 However, this amount does not take into account the potential risks associated with this
13 claim. Because this claim is derivative, the same risks mentioned above also apply to
14 this claim. Similar to the liquidated damages for minimum wage violations, there is a
15 good faith dispute defense to waiting time penalty claims. *See Diaz v. Grill Concepts*
16 *Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). Based on the facts of this case, it is more
17 realistic that there would not be any recovery for this claim.
- 18 h). PAGA: This claim is derivative of the Labor Code violations identified above and would
19 be subject to all the same risks as the underlying claims it is based on. Additionally,
20 based on our research, we did not find any prior Labor Commissioner or court decisions
21 that stated Defendants’ practices and/or policies were improper. As such, a “subsequent
22 violation” may not be found for penalty calculation purposes, and the exposure analysis
23 here is based on an “initial violation” valuation being adopted by any fact finder if this
24 matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-
25 1209 (2008). Based on Class Members’ payroll data, the maximum total exposure for
26 this claim is \$3,648,081.60. This amount does not take into account any of the risks in
27 proving the merits of the underlying claims that the PAGA damages are based on.
28 Beyond the risks on the merits, the correct valuation of civil penalty amounts for certain

claims under PAGA were in dispute. For example, the calculation valued civil penalties for failure to pay final wages under Labor Code section 256 (which provides the civil penalty amount will not exceed 30 days' pay as waiting time under the terms of Section 203) for a total of \$552,165.60 instead of \$0 because it is more realistic that there would not be any recovery for this claim due to good faith disputes. The calculation also values civil penalties for the minimum wage claim based on the default \$100 per violation for a total of \$478,586 instead of taking into account the good faith defenses and risks, which results in a reduction to \$0. Using the lowered valuations and accounting for risks on the merits would reduce the maximum available PAGA penalties to \$1,196,465. In addition to the risks on the merits and disputes regarding the proper valuation of the penalty amounts, I believe the Court may exercise its discretion to reduce PAGA penalties in this case since Courts are statutorily authorized to use discretion to reduce penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction). The 82% reduction equates to roughly \$9-\$50 worth of civil penalties per pay period per employee depending on the total potential value of the civil penalty (*i.e.* \$50-\$250), which is more in line with actual awards based on my experience and review of awards in other cases. Thus, even if using the maximum values possible and setting aside risks of proving the claims on the merits, the total exposure may be cut to approximately \$656,654.69 (82% reduction) to \$2,553,657.12 (30%) or lower. Using the lower, disputed PAGA penalty values (\$1,196,465 total) would lower the potential exposure further to \$215,363.70 (82% reduction) to \$837,525.50 (30%). It is important to note that this discretionary reduction is completely separate and in addition to any risks on the merits. Given the substantial risks associated with the claims, we believe the amount that might ultimately be awarded under this claim would be significantly lower than our maximum exposure calculation. Allocating \$20,000 to the PAGA claims in this case is appropriate, especially in light of amounts that Courts have approved as reasonable

1 valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010)
2 (approving \$0 allocation to the resolution of PAGA claims based on their being disputed
3 and being part of a class settlement which was evaluated based on the terms of the
4 agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at *8 n.2
5 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-
6 1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018)
7 (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no
8 recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016)
9 (approving \$10,00 PAGA settlement allocation where total PAGA penalty exposure was
10 approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc 'ns*
11 *California, LLC*, 2017 U.S. Dist. LEXIS 63514, *1 (S.D. Cal. 2017) (preliminarily
12 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l,*
13 *LLC*, 2014 U.S. Dist. LEXIS 8358, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA
14 allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford*
15 *Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, *6 (S.D. Cal. 2011) (approving \$3,000
16 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010
17 U.S. Dist. LEXIS 53416, *2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in
18 \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, *9
19 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v.*
20 *M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880, *34-35 (E.D. Cal. 2017) (approving
21 \$100,000 PAGA allocation in a \$3,950,000 settlement even though PAGA exposure was
22 calculated at \$53,600,000, or 0.2% of total estimated value); *Garcia v. Gordon*
23 *Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at *7 (E.D. Cal. 2012) (approving
24 \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
25 2012 WL 5941801, at *14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from
26 \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645,
27 at *1 (N.D. Cal. 2011) (approving PAGA settlement payment of \$7,500 to the LWDA
28 out of \$6.9 million common-fund settlement).

1 10. In summary, Plaintiff's gross recovery of \$275,000 under the Agreement equals
2 approximately 5% of the maximum likely value of the claims in this matter and between 20% and 50%
3 of the more realistic range of recovery. After deducting from the Gross Settlement Amount the
4 proposed allocations for attorneys' fees and costs, any Enhancement Payment to the Class
5 Representative, Settlement Administrator Costs, and the PAGA Payment, the net recovery under the
6 Agreement, \$128,037.08 represents approximately 2% of the maximum likely value of the claims in
7 this matter. The net recovery also represents between 9% and 23% of the more realistic range of
8 recovery. The average net award is approximately \$428.22. I believe the Agreement represents a
9 reasonable compromise of claims based on the legal and factual disputes in this case. The ability to
10 secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than
11 proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this
12 Agreement.

13 11. In agreeing to represent Plaintiff and take on the case, our office agreed to take this case
14 on a contingency basis, meaning that we would take a percentage of any settlement or judgment should
15 we recover a monetary amount. We took a risk that we would not recover any money in this matter if
16 we were unsuccessful at trial. We also took on the risk that the case may be subject to an unfavorable
17 summary judgment ruling. However, we believe it is important to make sure employees are able to
18 find affordable representation in order to ensure that employers are complying with all their legal
19 obligations towards employees and paying employees all their hard-earned wages. We rely on
20 attorneys' fee awards in order to continue working to ensure California wage and hour protections are
21 enforced. Recovery of our full lodestar plus an appropriate multiplier is necessary to compensate for
22 the risk undertaken. Otherwise, we could not continue to represent employees who are denied wages,
23 but whose cases may be time-consuming and difficult to prove. There have many class cases we have
24 litigated where ultimately we get zero for our time because we are unable to meet certification
25 requirements or the company becomes financially insolvent. Additionally, there are occasions, where
26 the fee recovered actually results in a negative multiplier of our lodestar.
27
28

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

13. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp. 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-Angway 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.);

- 1 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613
- 2 (Sac. Sup. Ct.);
- 3 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 4 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
- 5 00222101 (Sac. Sup. Ct.);
- 6 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 7 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 8 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 9 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 10 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- 11 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup.
- 12 Ct.);
- 13 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 14 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 15 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 16 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 17 • *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- 18 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 19 • *Hellum v. A1 Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- 20 • *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- 21 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- 22 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 23 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 24 • *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- 25 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 26 • *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- 27 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 28 • *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. Ovation 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.).

14. 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.

15. 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)

1 Employment Review seminars from 2014 to the present. His speaking engagements include the
2 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual
3 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the
4 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
5 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
6 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
7 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
8 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
9 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
10 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
11 Panel and AB 1825 Training: Updates on California’s New Wage Laws and Manager Compliance
12 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
13 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
14 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
15 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
16 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -
17 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);
18 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
19 Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,
20 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized
21 as a Super Lawyer from 2014 to present.

22 16. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
23 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
24 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
25 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
26 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
27 Federal Courts, including up to certification, settlement, preliminary and final approval, and
28 disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel.

1 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
2 include the following:

- 3 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 4 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 5 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 8 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 9 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 10 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 11 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup.
12 Ct.);
- 13 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 14 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- 15 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
16 Ct.);
- 17 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
18 Sup. Ct.);
- 19 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 20 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- 21 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 22 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613
23 (Sac. Sup. Ct.);
- 24 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 25 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 26 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 27 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San
28 Joaquin Sup. Ct.);

- 1 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 2 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup.
- 3 Ct.);
- 4 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 5 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 6 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac. Sup.
- 7 Ct.);
- 8 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 9 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 10 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 11 • *Hernandez et al. v. MP Nexlevel, LLC et al.*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 12 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 13 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 14 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 15 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 16 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 17 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 18 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 19 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 20 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup.
- 21 Ct.);
- 22 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 23 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 24 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 25 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 26 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 27 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201
- 28 (Sac Sup. Ct.);

- 1 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup.
- 2 Ct.);
- 3 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 4 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 5 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 6 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 7 Sup. Ct.);
- 8 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 9 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- 10 • *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- 11 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

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

15 18. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr.
16 Konini graduated from Seton Hall University School of Law. Prior to moving to California, he
17 practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of
18 individual and class action cases, including those involving wage and hour claims, Private Attorney
19 General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and
20 harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing
21 as an associate at my firm from approximately April 2019 to February 2021 and rejoined my firm in
22 September 2022. Mr. Konini has worked on the written and oral discovery, including defending a
23 PAGA representative's deposition, drafting special interrogatories and request for production of
24 documents, calculating class-wide damages, communicating with class representatives, drafting
25 mediation briefs, negotiating, drafting correspondence to defendants' counsel regarding the damages
26 calculated per plaintiffs' claims against defendant companies, and more. Mr. Konini worked on other
27 class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and*
28 *Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v. Howroyd-Wright Employment*

1 *Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v. Vander Schaaf Dairy, et al.*, Case
2 No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins v. Kelly Services, Inc.*, Case No.
3 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources, Inc.*, et al, Case No. 34-2021-
4 00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's*
5 *Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072 (Sac. Sup. Ct.), *Lear v. Raxium,*
6 *Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool Time, LLC*, Case No. 34-2021-
7 00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case No. 34-2020-00285254-CU-
8 OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.),
9 *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.), *Miller v. Caldwell*
10 *Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.), *Pek, et al v. Varris*
11 *Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.), *Valencia v. Lowbrau*
12 *Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.). Mr. Konini's practice largely
13 revolves around wage and hour matters, including PAGA claims.

14 19. My office is requesting attorneys' fees pursuant to the common fund doctrine pursuant
15 to *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v.*
16 *Grauly*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980).
17 Plaintiff and Plaintiff's Counsel have been able to secure an identifiable benefit on behalf of the class
18 and equity counsels that the cost of the representation should be born equally amongst all class
19 members receiving these benefits. The settlement recovery provides a good result and is the product of
20 substantial time and effort in analyzing the facts and law applicable to this case. There was substantial
21 risk in agreeing to take this case on a contingency basis and as a class action with the possibility that
22 our firm would not receive any compensation their time and efforts due to issues regarding the merits
23 and/or certification and have carried that risk over the course of the case. In my experience, the
24 attorney's fee request of thirty-five percent (35%) of the common fund is within ranges typically
25 approved in wage and hour class action litigation. This includes awards in Sacramento County
26 Superior Court. For example, in November 2022, the Sacramento County Superior Court approved a
27 fee request of 35% in connection with a motion for final approval of a wage and hour class action
28 settlement in *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup.

Ct.). This Court is very close geographically to the Sacramento County Superior Court and is part of the same legal market.

20. I believe a lodestar cross check supports finding a 35% fee award is appropriate in this case. The total lodestar is approximately \$126,860 based on approximately 229.6 hours, which includes approximately 10 hours of time for myself preparing for and attending the final approval hearing, ensuring compliance and the disbursement of funds consistent with a final approval order. I have reviewed our firm's billing records with Mr. Shimoda and Mr. Konini and have created a summary chart showing the task categories and hours worked by each billing attorney in each category. A true and correct copy of the summary chart is being filed with this Motion as Exhibit F. In reviewing the entries, I believe the hours reported are accurate. To the extent we believe it appropriate to do so in any given assignment, we attempt to assign tasks to the billing attorney with the lower rate in order to reduce costs that otherwise might inhibit the likelihood a case will resolve. Our firm uses billing software, which tracks the entries by day and time. Our billing software also records time in 1/10 of an hour increments. Our billing software also enables the use of a start/stop timer that can be used to more accurately record how long a particular task takes. A summary of the entries in Exhibit F by timekeeper is as follows:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Lodestar</u>
Galen T. Shimoda	25	\$725	\$18,125.00
Justin P. Rodriguez	108.9	\$625	\$68,062.50
Renald Konini	95.7	\$425	\$40,672.50
Total:			\$126,860.00

21. I believe the requested rates are within the prevailing market rates for Yuba County, Sacramento County and elsewhere for complex wage and hour litigation such as class and PAGA actions. Mr. Konini, myself, and Mr. Shimoda have approximately 8 years, 13 years, and 19 years of experience, respectively, litigating complex wage and hour class and PAGA actions. Again, this Court approved these rates for myself and Mr. Shimoda in November 2022. *See Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.). Mr. Konini and Ms. Hart were

1 approved at these rates in connection with a wage and hour class action in Sacramento County Superior
2 Court in January 2023. *See Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's*
3 *Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072. Awarding fees at the hourly rate in
4 effect at the time of the fee request is an appropriate and judicially approved method. *See Missouri v.*
5 *Jenkins by Agyei*, 491 U.S. 274, 283 (1989). For the foregoing reasons, I believe the request of \$96,250
6 (35%) for attorneys' fees is justified given the results obtained on behalf of the class.

7 22. Although the Agreement set out a maximum of \$10,000.00 for potential attorney's costs,
8 the total costs incurred or that will be incurred through a compliance hearing by Class Counsel is
9 \$5,712.92. A true and correct copy of my firm's itemized costs incurred prior to the filing of this
10 Motion and the expected costs incurred through the final approval and compliance hearings is attached
11 to this declaration as Exhibit D. The difference in the actual costs and the maximum amount allocated
12 under the Agreement will be added to the Net Settlement Amount and disbursed to Class Members.

13 23. I have used several class action administrator companies in the wage and hour class
14 actions I have resolved in the past and believe CPT Group will provide the best service to administer the
15 proposed class settlement. Under the settlement the difference between the originally allocated \$15,000,
16 and the actual administration costs of \$10,000 will be paid to the Class members on a pro rata basis.

17 24. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
18 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
19 2699(l)(2). A true and correct copy of documents demonstrating the settlement documents were
20 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
21 Exhibit E.

22 25. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. ("CPB") and
23 the Sacramento Food Bank & Family Services ("SFBFS"). Only those funds that remain from uncashed
24 settlement checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

25 26. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
26 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
27 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
28 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in

1 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
2 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
3 Program of Northern California (“VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
4 *pres* funds from several jurisdictions in the State of California, including from Sacramento County
5 Superior Court.

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

16 28. SFBFS is also a qualified *cy pres* designee in class actions, under section 384, as it is a
17 501(c)(3) nonprofit in good standing with the State of California incorporated in 1986. SFBFS provides
18 basic human needs services in Sacramento County to the poor and working poor in order to help them
19 become financially independent and self-sufficient. SFSBS also provides services to immigrants and
20 refugees who live in the Sacramento area. Additionally, SFBFS provides free food to low income
21 seniors, helps qualified applicants of the CalFresh program to stretch their food budget by adding
22 additional healthy food choices, provides diapers to families in need, offers health and nutrition classes
23 to individuals, provides assistance with paying utility bills to individuals in need, and offers low cost
24 immigration legal services to people in need.

25 29. I believe the services provided by CPB and the SFBFS promote the law consistent with
26 the objective of wage and hour class actions in general and in this case specifically.

27 30. 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.

31. I have volunteered for CPB organizations numerous times over the past several years, either directly in the advice clinics or by presenting seminars on wage and hour laws for law students seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB's advisory committee. These organizations are non-profits that assist low-income workers throughout California, giving free legal advice regarding employment law issues and representing employees with wage claims before the California Labor Commissioner. I have witnessed firsthand the quality service and attention these entities provide to individuals in need of employment law advice and representation at the California Labor Commissioner. I have not done any work, volunteer or otherwise, with SFBFS.

32. Brittany V. Berzin has never done any work, volunteer or otherwise, with CPB or SFBFS.

33. Galen T. Shimoda has volunteered for CPB on and off over the past several years through either presenting wage and hour seminars to law students who staff the free advice clinics or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer work with CPB organization since approximately March 2020. Mr. Shimoda has not done any work, volunteer or otherwise, with SFBFS. Mr. Shimoda has never received payment or compensation of any kind in connection with any work he's done with CPB. Renald Konini has never done any work, volunteer or otherwise with Capital Pro Bono, Inc. or the Sacramento Food Bank & Family Services.

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

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


Justin P. Rodriguez

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 Plaintiff RAFAEL GUEVARA SANCHEZ
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVCV21-01213

CLASS ACTION

**DECLARATION OF RAFAEL GUEVARA
SANCHEZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: March 25, 2024
Time: 10:00 a.m.
Dept.: 4
Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021
FAC Filed: May 11, 2022
Trial Date: None Set

1 I, Rafael Guevara 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 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Danna Farms Inc. ("Defendant") from approximately January
6 2011 to May 26, 2021, as a non-exempt employee. I was subject to all of Defendants' policies and
7 practices that have been alleged as unlawful in the Complaint and the notice sent to the Labor and
8 Workforce Development Agency, including the following: failure to pay overtime, failure to pay
9 minimum wages, failure to provide accurate wage statements, failure to timely pay final wages, failure
10 to provide meal and rest periods or pay premiums in lieu thereof, and failure to reimburse expenses.

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

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

25 5. During the course of this litigation, I have given detailed accounts of all the facts related
26 to my employment. I provided my attorneys with extensive documentation that I believe supported the
27 claims brought against Defendant. I met with and assisted my attorneys in understanding these
28 documents and providing context for Defendants' payroll process as it applied to me and how I believed

1 it applied to Defendants' other employees. I worked there for over ten (10) years, so I was able to
2 discuss the similarities of the wage and hour policies and practices among all Class Members.

3 6. The work I performed for this case included an extensive review of documents and
4 payroll practices to show and explain to my attorneys what was happening and why I thought it was
5 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
6 and work performed at the farms, issues at work regarding wage and hour violations, the number of
7 class members at work during a typical day, the tasks required in a typical day, the hours worked during
8 my employment, and the policies of the Defendant and how they affected myself and class members. I
9 explained how employees did not enter their own hours worked on their timecards. Instead, Plaintiff
10 and Class Members wrote down hours worked on notepads, providing the notes to their supervisors like
11 who would automatically insert times for meal periods starting at 12:00 p.m. even when no meal
12 periods were taken. I also explained that supervisors regularly discounted and reduced employees'
13 hours worked that were spent preparing farm equipment and/or materials for the day or cleaning up at
14 the end of the day. I also provided payroll records to determine whether there was (or was not)
15 consistency between Defendant's stated policies, practices, and our claims. This was very important as
16 it helped not only the claims of failure to pay overtime, failure to pay minimum wages, and failure to
17 reimburse expenses incurred, but also claims related to meal and rest breaks, waiting time penalties,
18 and failure to provide accurate wage statements. The review became even more detailed when my
19 attorneys asked me questions about the payroll data sample that was produced as part of informal
20 discovery to engage in mediation. I also spent a substantial amount of time identifying and speaking to
21 potential witnesses who could speak to my attorneys to give their own insights and provide
22 declarations. I have spoken to about six (6) witnesses regarding this case. Overall, I have spent
23 numerous hours of my time assisting in the prosecution of this case. I estimate that I spent about 85 to
24 100 hours assisting with this case.

25 7. I participated in the negotiations and settlement discussions in this case, including
26 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
27 additional information needed to assist the negotiations, and discussing the potential terms of the
28 Agreement to evaluate its adequacy. Throughout the course of this litigation, I have asked questions

1 when I needed clarification about various aspects of this case to make sure there were continually steps
2 taken to advance the interests of Class Members.

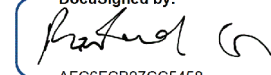
3 8. Although I have already spent a substantial amount of time on this case and assisting my
4 attorneys, I expect the amount of time I spend on this case will increase if final approval is granted
5 because Class Members will likely reach out to me about the Settlement and the process for receiving
6 payment.

7 9. I have not received any benefits as a result of filing this lawsuit. I have, however,
8 experienced substantial burdens as a result of filing the lawsuit that other Class Members were not
9 subject to. For example, in bringing the lawsuit, I assumed the risk of having to pay Defendants' costs
10 if the Court or jury rules against us on the claims. My understanding is that this is a substantial risk
11 because the costs associated with litigation, in general, are very high and this cost is multiplied many
12 times over in complex litigation like class actions. I have spent a substantial amount of time in this
13 case, securing a monetary benefit for many individuals who have not had to do anything whatsoever to
14 have the opportunity to receive it. Rather than spend this time with friends and family, I have spent this
15 time for the benefit of Class Members. I have also experienced a great amount of stress, anxiety, and
16 depression arising because of litigation in this case. My medical provider has prescribed medications
17 for me for depression, anxiety, and high blood pressure. Also, I feel that I have lost employment
18 opportunities because of the stress, anxiety, and depression caused by this lawsuit. Finally, as part of
19 the Settlement, I am the only individual providing a general release of all my individual claims and
20 waiving the protections of California Civil Code section 1542 for unknown claims. No other Class
21 Member is subject to such a broad release.

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

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

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on 2/26/2024 in Sacramento, California.

3
4 DocuSigned by:
5 
6 AFC6FCB97CC5458...

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Rafael Guevara Sanchez

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
940 I East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff RAFAEL GUEVARA SANCHEZ
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES I to 100, inclusive,
Defendants.

CASE NO. CVCV21-01213

CLASS ACTION

**DECLARATION OF JEREMY
TALAVERA ON BEHALF OF CPT
GROUP, INC. REGARDING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: March 25, 2024
Time: 10:00 a.m.
Dept.: 4
Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021
FAC Filed: May 11, 2022
Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, Jeremy Talavera, declare as follows:

1. I am a Case Manager for CPT Group, Inc. (“CPT”). I have personal knowledge of the facts stated herein, and, if called upon to testify, I could and would testify competently to such facts.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past 30 years, we have provided notification and/or claims administration services in hundreds of class action cases. Pursuant to the Stipulation of Class Action Settlement for this matter, CPT is responsible for translating, printing and mailing the *Notice of Proposed Class Action and PAGA Settlement* (herein referred to as “Notice Packet”), using the National Change of Address (NCOA) search and Skip Trace to obtain updated and forwarding addresses, resolving any disputes received from Class Members, drafting and mailing the settlement payments to participating Class Members, issuing IRS W2 and 1099 forms accordingly, and performing such other tasks as set forth in the Stipulation of Class Action Settlement or as the Parties mutually agree or that the Court orders.

3. CPT received the Court-approved text for the Notice Packet from Counsel on November 29, 2023.

4. CPT finalized an 8-page Notice Packet into English and Spanish. CPT received written approval from all parties and a sufficient number were printed to mail to all Class Members. A true and correct copy of the Notice Packet is attached hereto as Exhibit A.

5. On December 12, 2023, CPT received a class data file from Defense Counsel that contained names, last known mailing addresses, phone numbers, Social Security numbers, dates of employment and number of workweeks. The finalized class list contained 299 Class Members.

6. On December 19, 2023, CPT conducted a National Change of Address (NCOA) search in an attempt to update the class list of addresses as accurately as possible, for all Settlement Class Members. A search of this database provides updated addresses for any individual who moved in the previous four years and notified the U.S. Postal Service of a change of address. As a result of the NCOA, CPT was able to locate 12 updated addresses.

1 7. The Notice Packets were enclosed in envelopes with the names and known
2 addresses printed on them. On December 19, 2023, the Notice Packets were mailed via U.S. first
3 class mail to all Class Members.

4 8. As of the date of this declaration, 22 Notice Packets have been returned to our office
5 by the Post Office, none of which included a forwarding address. CPT performed a Skip Trace on
6 all returned mail with no forwarding addresses in an effort to locate a better address using Accurint,
7 one of the most comprehensive address databases available. It utilizes hundreds of different
8 databases supplied by credit reporting agencies, public records and a variety of other national
9 databases.

10 9. As a result of either skip trace, forwarding address provided from the Post Office,
11 or request from counsel or the Class Member themselves, a total of 9 Notice Packets have been re-
12 mailed to date. As of this date, there are ultimately 13 Notice Packets undeliverable with no
13 forwarding address, where no new address could be found through skip trace.

14 10. Class Members had until February 2, 2024, to submit objections, disputes and/or
15 requests for exclusion.

16 11. As of the date of this declaration, CPT has not received any written objections to
17 the settlement from Class Members.

18 12. As of the date of this declaration, CPT has not received any disputes from a Class
19 Member regarding their workweeks.

20 13. As of the date of this declaration, CPT has not received any written requests for
21 exclusion.

22 14. As of the date of this declaration, CPT will report that a total of 299 participating
23 Class Members are part of this class action settlement, representing a 100% participation rate. As
24 of the date of this declaration, the total amount to be distributed to participating Class Members
25 was calculated as follows:

Gross Settlement Amount	\$275,000.00
Class Counsel's Attorney's Fees	- \$96,250.00

Class Counsel's Litigation Costs	- \$5,712.92
Enhancement Payment	- \$15,000.00
PAGA Payment	- \$20,000.00
Settlement Administrator Costs	- \$10,000.00
Net Settlement Amount	\$128,037.08

15. The average payment to each participating Class Member from the Net Settlement Amount is estimated to be \$428.22. The highest payment from the Net Settlement Amount to a participating Class Members is estimated to be \$2,814.91.

16. CPT will charge a total of \$10,000.00 in costs associated with the administration of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22nd of February, 2024, at Irvine, California.



 Jeremy Talavera

EXHIBIT A

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF YUBARAFAEL GUEVARA SANCHEZ, individually and on
behalf of all other similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. CVCV21-01213

**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 Defendant in California from December 22, 2017, to October 27, 2023 (the “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 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 Yuba County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff RAFAEL GUEVARA SANCHEZ (“Plaintiff” or “Class Representative”), and Defendant DANNA FARMS INC. (“Defendant”) on behalf of 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 “Class Member.” Defendant’s records also indicate that you worked «TotalWorkWeeks» weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be «ClassEstAmount». Your actual share of the settlement proceeds will vary depending on the total number of 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 22, 2021, Plaintiff filed a Complaint against Defendant in the Yuba County Superior Court of California on behalf of himself and Class Members. The term “Action” means this putative class action pending in Yuba County Superior Court, Case No. CVCV21-01213. The Class Period runs from December 22, 2017, to October 27, 2023 (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff 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 or pay premiums in lieu thereof, (4) failing to provide rest periods or pay premiums in lieu thereof, (5) failing to provide accurate wage statements, (6) failing to timely pay all final wages, (7) failing to reimburse expenses for incurred expenses, (8) failing to maintain accurate records, (9) failing to provide paid sick leave, (10) engaging in unfair competition, and (11) Plaintiff sought to recover civil penalties for these same alleged Labor Code violations under the Private Attorney General Act (“PAGA”). Defendant has denied all of Plaintiff’s 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 Parties have participated in 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 continue 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 Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who have or continue to work for Defendant in California from December 22, 2020, to

October 27, 2023. If you are a 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 Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved 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 Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a 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 Hundred Seventy-Five Thousand (\$275,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for Plaintiff’s attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$10,000, Settlement Administrator Costs in an amount not to exceed \$15,000, Class Representative’s Enhancement Payment of Fifteen Thousand (\$15,000), and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all 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 Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$20,000 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 Aggrieved Employees.

The number of weeks you worked during the 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 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 Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

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

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved 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 Class Members will be allocated from the Net Settlement Amount and paid as ninety percent (90%) for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC will issue and ten percent (10%) for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved Employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved 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 Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as from December 22, 2020, to October 27, 2023. Defendant’s records indicate that you worked «PAGA_WorkWeeks» weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be «PAGAEstAmount». 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 Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved 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 Defendants’ Records and Resolution of Workweek Disputes

For each 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 Class Member. If a Class Member disputes the accuracy of Defendant’s records, all supporting documents evidencing additional workweeks must be submitted by the 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 February 2, 2024. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

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

Class members who do not opt out will be deemed to have released any and all class claims that are alleged in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint, through the Class Period, including, but not limited to, (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof, (5) Failure to Provide Accurate Wage Statements, (6) Failure to Pay Final Wages, (7) (Failure to Pay Reimbursement for Expenses, (8) Failure to Maintain Accurate Records, (9) Failure to Provide Paid Sick Leave, and (10) Unfair Competition based thereon. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's Notice to the LWDA, the Complaint and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in the Complaint during the PAGA Claim Period, including, but not limited to, but not limited to, (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof, (5) Failure to Provide Accurate Wage Statements, (6) Failure to Pay Final Wages, (7) (Failure to Pay Reimbursement for Expenses, (8) Failure to Maintain Accurate Records, (9) Failure to Provide Paid Sick Leave, and (10) Violation of Labor Code section 558 and 558.1. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendant, as well as Defendant's past and present officers, owners, shareholders, directors, members, subsidiaries, affiliates, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved 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 OPTIONS AS A CLASS MEMBER**A. Participating in the Settlement as a Class Member**

If you wish to be a Participating 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 Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

If you do not wish to be bound by the Settlement as a Class Member, 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 want to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Guevara Sanchez v. Danna Farms Inc.*, CVCV21-01213); (d) be personally signed by the Class Member; and (e) be post-marked no later than February 2, 2024. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

Guevara Sanchez v. Danna Farms Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll Free: 1-(888) 347-0793
Fax: (949) 419-3446

If you submit a request to opt out which is not postmarked by February 2, 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 Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not received their share of the Net Settlement Amount. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a 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. Guevara Sanchez v. Danna Farms Inc.*, CVCV21-01213) (e) be signed; and (f) be post-marked no later than February 2, 2024. The objection must be sent to the Settlement Administrator at the address identified in Section III.B. The Settlement Administrator will share this objection with counsel for Plaintiff and Defendant and the Court.

You may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the 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 Plaintiff and Defendant at the addresses identified in Section VI of this notice.

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 Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, 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 Class Member by Defendant in California during the 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 4, 215 Fifth Street, Suite 200, Marysville, CA 95901, on March 25, 2024, at 10:00 a.m. to determine whether the Agreement should be 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 Representative's 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.cptgroupcaseinfo.com/DannaFarmsSettlement. You can also contact Class Counsel or Defendant's Counsel as follows:

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
On behalf of Plaintiff

Ronald H. Barsamian
Patrick S. Moody
Catherine M. Houlihan
BARSAMIAN & MOODY
A Professional Corporation
Attorneys at Law
1141 W. Shaw Avenue, #104
Fresno, CA 93711
Telephone: (559) 248-2360
Facsimile: (559) 248-2370
On behalf of Defendant

**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 1 (888) 347-0793
BY ORDER OF THE COURT**

CORTE SUPERIOR DE CALIFORNIA
PARA EL CONDADO DE YUBARAFAEL GUEVARA SANCHEZ, individualmente y en
nombre de otros empleados de una situación similar,

Demandante,

vs.

DANNA FARMS INC., una Corporación de California; y
OTROS 1 al 100, inclusive,

Demandado.

Caso No. CVCV21-01213

**AVISO DEL ACUERDO PROPUESTO DE LA
DEMANDA COLECTIVA Y DE PAGA, Y FECHA
DE LA AUDIENCIA PARA LA APROBACIÓN
FINAL DEL ACUERDO POR LA CORTE**

ATENCIÓN: Todos los empleados no exentos que han trabajado o continúan trabajando para el Demandado en California desde el 22 de diciembre del 2017 hasta el 27 de octubre del 2023 (los “Miembros de la Clase”).

POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE. ESTE AVISO SE RELACIONA CON UN ACUERDO PROPUESTO DE LITIGIO DE LA DEMANDA COLECTIVA Y EL POSIBLE DESEMBOLSO DE LOS FONDOS DEL ACUERDO PARA USTED. SI USTED ES UN MIEMBRO DE LA CLASE, CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A PARTICIPAR EN EL ACUERDO O A OPTAR POR NO PARTICIPAR DE ACUERDO CON LOS PROCEDIMIENTOS QUE SE DESCRIBEN A CONTINUACIÓN.

Usted está recibiendo este aviso de conformidad con una orden de la Corte Superior del Condado de Yuba ("Corte") que concede la moción del Demandante para la aprobación preliminar de una Estipulación Conjunta con respecto a la Demanda Colectiva y el Acuerdo y Liberación de PAGA ("Resolución" o "Acuerdo") como justo, razonable y adecuado. El Acuerdo fue acordado entre el Demandante RAFAEL GUEVARA SANCHEZ ("Demandante" o "Representante de la Clase"), y el Demandado DANNA FARMS INC. ("Demandado") en nombre de los Miembros de la Clase como se define anteriormente. Los términos del Acuerdo se describen en el presente documento. Usted está recibiendo este aviso porque los registros del Demandado indican que usted pertenece a la definición de "Miembro de la Clase." Los registros del Demandado también indican que usted trabajó «TotalWorkWeeks» semanas durante el Período de la Clase aplicable (según se define a continuación), lo que significa que su parte total de los fondos del acuerdo se estima ser de «ClassEstAmount». Su parte real de los fondos del acuerdo dependerá del número total de Miembros de la Clase que decidan participar y de la resolución de cualquier disputa sobre las semanas de trabajo, tal y como se describe en este aviso.

Los términos de la Resolución y una descripción del caso se identifican en este aviso. De conformidad con la orden de la Corte, SE LE NOTIFICA POR LA PRESENTE LO SIGUIENTE:

I. ANTECEDENTES DEL CASO

El 22 de diciembre del 2021, el Demandante presentó una Demanda en contra del Demandado en la Corte Superior del Condado de Yuba, California, en su nombre y en el de los Miembros de la Clase. El término "Demanda" significa esta demanda colectiva putativa pendiente en la Corte Superior del Condado de Yuba, Caso No. CVCV21-01213. El Período de la Clase se extiende desde el 22 de diciembre del 2017 hasta el 27 de octubre del 2023 (el "Período de la Clase").

En la Demanda, el Demandante solicitó salarios no pagados, intereses, sanciones legales, sanciones civiles, honorarios y costos en su nombre, en nombre de los Miembros de la Clase y en nombre de los Empleados Agraviados. El Demandante alegó que el Demandado violó la ley de California al (1) no pagar los salarios de las horas extras, (2) no pagar los salarios mínimos, (3) no proporcionar los períodos de comida o pagar las primas en su lugar, (4) no proporcionar los períodos de descanso o pagar las primas en su lugar, (5) no proporcionar las declaraciones salariales precisas, (6) no pagar oportunamente los salarios finales, (7) no reembolsar los gastos para los gastos incurridos, (8) no mantener los registros precisos, (9) no proporcionar la licencia por enfermedad pagada, (10) participar en la competencia desleal, y (11) El Demandante solicitó recuperar las sanciones civiles por estas mismas supuestas violaciones del Código Laboral conforme a la Ley General de Abogados Privados ("PAGA," por sus siglas en inglés). El Demandado ha negado todas las alegaciones del Demandante. La Demanda se ha litigado activamente. Se han llevado a cabo investigaciones y se ha intercambiado abundante documentación e información. Además, las Partes han participado en una mediación de un día completo facilitada por un tercero neutral. Sobre la base de las negociaciones y de todos los hechos y circunstancias conocidos, incluyendo los diversos riesgos e incertidumbres relacionados con las demandas judiciales, las Partes llegaron a un acuerdo a nivel de toda la clase. Al llegar a un acuerdo, las Partes evitarán los riesgos asociados a un largo proceso de litigio. A pesar de aceptar y apoyar el Acuerdo, el Demandado continúa negando todas las alegaciones y reclamaciones. El Demandado ha celebrado este Acuerdo para resolver esta Demanda de forma completa, definitiva y para siempre, sobre la base de los términos establecidos en el Acuerdo, con el fin de evitar la carga y los gastos asociados con los litigios en curso.

La Resolución se aplica a todos y cada uno de los Miembros de la Clase, según se define anteriormente. La Resolución también

se aplica a los Empleados Agraviados, que se definen como todos los empleados no exentos que han trabajado o continúan trabajando para el Demandado en California desde el 22 de diciembre del 2020 hasta el 27 de octubre del 2023. Si usted es un Miembro de la Clase, usted tiene la oportunidad de participar en el Acuerdo, o de excluirse (“optar por no participar”) del Acuerdo. Este aviso tiene la intención de informar a los Miembros de la Clase sobre cómo pueden participar en el Acuerdo o ser excluidos del mismo. Como se establece a continuación, los Empleados Agraviados no pueden optar por no participar en este Acuerdo en lo que se relaciona al Pago de PAGA o a los Reclamos Liberados de PAGA, sin importar si optan por no ser Miembros de la Clase. Los Empleados Agraviados recibirán su parte del Pago de PAGA sin importar si optan por no ser Miembros de la Clase.

II. RESUMEN DEL ACUERDO PROPUESTO

A. La Cantidad del Acuerdo

Según los términos del Acuerdo, el Demandado ha acordado pagar una suma total de Doscientos Setenta y Cinco Mil (\$275,000) (“Bruta del Acuerdo”). De esta Cantidad Bruta del Acuerdo se deducirán las sumas aprobadas por la Corte para los honorarios de los abogados del Demandante que no excedan el 35% de la Cantidad Bruta del Acuerdo, los costos de los abogados que no excedan de \$10,000, los Costos del Administrador del Acuerdo en una cantidad que no exceda de \$15,000, la Adjudicación de Mejora del Representante de la Clase de Quince Mil (\$15,000), y \$20,000 por las supuestas sanciones de PAGA (el “Pago de PAGA”), lo que resultará en una “Cantidad Neta del Acuerdo” para distribuir entre todos los Miembros de la Clase. Cualquier impuesto adicional del empleador atribuible a los pagos asignados como salarios será pagado por el Demandado además de la Cantidad Bruta del Acuerdo. Como se explica más adelante, la cantidad de la parte de cada Miembro de la Clase de la Cantidad Neta del Acuerdo dependerá del número de semanas trabajadas por los Miembros Participantes de la Clase durante el Período de la Clase. De los \$20,000 asignados para resolver los reclamos de PAGA, el 75% del Pago de PAGA se pagará a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo del Estado de California y el 25% del Pago de PAGA se dividirá entre los Empleados Agraviados.

El número de semanas que trabajó durante el Período de la Clase y su parte total estimada de la Cantidad Neta del Acuerdo y el Pago de PAGA (“Cantidad Individual del Acuerdo”) se indica en la primera página de este aviso. La cantidad real recibida puede ser mayor o menor que la cantidad indicada, dependiendo del número real de semanas trabajadas por los Miembros Participantes de la Clase (es decir, aquellos que no opten por no participar en el Acuerdo), de la resolución de cualquier disputa relacionada con las semanas de trabajo y de las distribuciones finalmente aprobadas y asignadas por la Corte. Sin embargo, el hecho de que los Miembros de la Clase opten por no participar no tendrá ningún efecto sobre las asignaciones de los Empleados Agraviados para los reclamos de PAGA.

B. Cantidades Individuales del Acuerdo y la Asignación entre los Miembros de la Clase y los Empleados Agraviados

El Demandado pagará las Cantidades Individuales del Acuerdo a través del Administrador del Acuerdo, según se describe a continuación, a cada Miembro Participante de la Clase y a los Empleados Agraviados. Todas las Cantidades Individuales del Acuerdo estarán sujetas a los impuestos correspondientes. Las Partes han acordado, basándose en las alegaciones de la Demanda, que todas las Cantidades Individuales del Acuerdo que se pagarán a los Miembros de la Clase elegibles se asignarán a partir de la Cantidad Neta del Acuerdo y se pagarán en un noventa por ciento (90%) para los intereses en litigio, las sanciones legales y otros daños no salariales para los que se emitirán las Formas 1099-MISC del IRS y en un diez por ciento (10%) para los salarios en litigio para los que se emitirán las Formas W-2 del IRS. El Pago de PAGA a los Empleados Agraviados se pagará como el 100% para las sanciones civiles.

El pago a los Miembros Participantes del Grupo y a los Empleados Agraviados no requerirá la presentación de una forma de reclamo. La parte de cada Miembro Participante de la Clase se determinará dividiendo el total de sus semanas trabajadas dentro del Período de la Clase por el total de semanas trabajadas por todos los Miembros Participantes de la Clase dentro del Período de la Clase. A continuación, esa fracción se multiplicará por la Cantidad Neta del Acuerdo para obtener la parte individual del Miembro de la Clase de la Cantidad Neta del Acuerdo. La parte de cada Empleado Agraviado de la porción del 25% del Pago de PAGA se determinará dividiendo su total de semanas de trabajo dentro del Período de Reclamo de PAGA por el total de semanas de trabajo de todos los Empleados Agraviados dentro del Período de Reclamo de PAGA. Esa fracción se multiplicará por la parte del 25% del Pago de PAGA para obtener la parte individual del Empleado Agraviado. El Período de Reclamo de PAGA se define desde el 22 de diciembre del 2020 hasta el 27 de octubre del 2023. Los registros del Demandado indican que usted trabajó «PAGA_WorkWeeks» semanas durante el Período de Reclamo de PAGA aplicable, lo que significa que su parte del Pago de PAGA se estima ser de «PAGAEstAmount». Esta cantidad se incluye en su Cantidad Individual del Acuerdo estimada que se indica en la primera página de este aviso, no se añade a la misma. Usted aún recibirá su parte del Pago de PAGA incluso si opta por no ser un Miembro de la Clase. La recepción de las Cantidades Individuales del Acuerdo no le dará derecho a ningún Miembro de la Clase o Empleado Agraviado a una compensación o beneficios adicionales bajo ningún plan o acuerdo de compensación, jubilación o beneficios vigente durante el período cubierto por el Acuerdo.

C. Los Cálculos se Basarán en los Registros de los Demandados y en la Resolución de las Disputas sobre las Semanas de Trabajo

Para cada Miembro de la Clase, el Administrador del Acuerdo calculará la cantidad que se pagará a partir de los registros del Demandado. Los registros del Demandado se presumirán correctos a menos de que se proporcionen pruebas de lo contrario al Administrador del Acuerdo. Los registros del Demandado y cualquier prueba adicional serán revisados por el Administrador del

Acuerdo en caso de controversia sobre el número de semanas de trabajo realizadas por un Miembro Individual de la Clase. Si un Miembro de la Clase disputa la exactitud de los registros del Demandado, el Miembro de la Clase debe presentar todos los documentos de apoyo que demuestren las semanas de trabajo adicionales. La disputa debe (a) identificar la naturaleza de la disputa; (b) proporcionar cualquier información o documentación que apoye la disputa; (c) estar firmada; y (d) tener el sello postal a no más tardar el 2 de febrero del 2024. La disputa será resuelta por el Administrador del Acuerdo basándose en los registros y pruebas proporcionados.

D. Liberación de Reclamos

Para los Miembros de la Clase que no opten por la exclusión y los Empleados Agraviados, la Resolución contiene las siguientes liberaciones:

Se considerará que los miembros de la Clase que no opten por excluirse han renunciado a todos y cada uno de los reclamos de la clase que se alegan en la Demanda, y a cualquier reclamo adicional por salarios y horarios que pudiera haberse presentado sobre la base de los hechos alegados en la Demanda, durante el Período de la Clase, incluyendo, pero no limitado a, pero no limitado a, (1) No Pagar los Salarios de las Horas Extras, (2) No Pagar los Salarios Mínimos, (3) No Proporcionar los Períodos de Comida o Pagar las Primas en Su Lugar, (4) No Proporcionar los Períodos de Descanso o Pagar las Primas en Su Lugar, (5) No Proporcionar las Declaraciones Salariales Precisas, (6) No Pagar los Salarios Finales, (7) (No Pagar el Reembolso de los Gastos, (8) No Mantener los Registros Precisos, (9) No Proporcionar la Licencia por Enfermedad Pagada, y (10) Competencia Desleal sobre lo mismo.

Se considerará que los Empleados Agraviados han liberado cualquiera y todos los reclamos que fueron presentados bajo las §§ 2698 y siguientes del Código Laboral de la Ley de Abogados Generales Privados, contenida en el Aviso del Demandante a la LWDA, la Demanda y cualquier reclamo adicional de salarios y horarios de PAGA que pudiera haber sido presentado basado en los hechos alegados en la Demanda durante el Período de Reclamo PAGA, incluyendo, pero no limitado a, pero no limitado a, (1) No Pagar los Salarios de las Horas Extras, (2) No Pagar los Salarios Mínimos, (3) No Proporcionar los Períodos de Comida o Pagar las Primas en Su Lugar, (4) No Proporcionar los Períodos de Descanso o Pagar las Primas en Su Lugar, (5) No Proporcionar las Declaraciones Salariales Precisas, (6) No Pagar los Salarios Finales, (7) (No Pagar el Reembolso de los Gastos, (8) No Mantener los Registros Precisos, (9) No Proporcionar la Licencia por Enfermedad Pagada, y (10) Violación de la sección 558 y 558.1 del Código Laboral. Los Empleados Agraviados no pueden optar por no participar en esta renuncia de reclamos.

Las personas liberadas ("Partes Liberadas") incluyen al Demandado, así como a los funcionarios, propietarios, accionistas, directores, miembros, subsidiarias, afiliados, agentes, empleados, abogados y aseguradores pasados y presentes del Demandado.

Los Miembros de la Clase y/o los Empleados Agraviados pueden hablar gratuitamente con uno de los abogados designados como los Abogados de la Clase (enumerados a continuación) o hablar con su propio abogado si tienen preguntas sobre los reclamos liberados y lo que significan.

III. CUÁLES SON SUS OPCIONES COMO UN MIEMBRO DE LA CLASE

A. Participar en el Acuerdo como un Miembro de la Clase

Si usted desea ser un Miembro Participante de la Clase y cree que la información sobre su semana de trabajo es correcta, **no necesita tomar ninguna otra acción**. El pago se le pagará automáticamente de conformidad con los términos de la Resolución y la Orden de la Corte. Si desea disputar el cálculo de la semana de trabajo, usted puede seguir los procedimientos descritos en la Sección II.C anterior. La ley de California protege a los Miembros de la Clase de represalias basadas en su decisión de participar en el Acuerdo.

B. Excluirse del Acuerdo como un Miembro de la Clase

Si usted no desea estar obligado por el Acuerdo como un Miembro de la Clase, usted puede solicitar ser excluido (es decir, "optar por no participar") mediante la presentación de una solicitud oportuna por escrito al Administrador del Acuerdo. La solicitud de exclusión debe (a) indicar su nombre completo y fecha de nacimiento; (b) una declaración de que no desea ser un Miembro de la Clase no desea participar en el Acuerdo, y/o desea ser excluido de este Acuerdo; (c) identificar el nombre y número del caso (*es decir, Guevara Sanchez v. Danna Farms Inc.*, CVCV21-01213); (d) estar firmada personalmente por el Miembro de la Clase; y (e) tener el sello postal a no más tardar el 2 de febrero del 2024. La solicitud de exclusión debe ser enviada por correo de Primera Clase de los EE. UU., o su equivalente, a:

Guevara Sanchez v. Danna Farms Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Teléfono: 1-(888) 347-0793
Fax: (949) 419-3446

Si usted presenta una solicitud de exclusión que no tenga el sello postal fechado antes del 2 de febrero del 2024, su solicitud de exclusión será rechazada y usted estará obligado por la liberación y todos los demás términos de la Resolución. No utilice un medidor de franqueo, ya que es posible que no aparezca el sello postal en el sobre que contiene su solicitud de exclusión. Cualquier Miembro

de la Clase que presente una solicitud de exclusión completa y oportuna no será un Miembro de la Clase y no recibirá su parte de la Cantidad Neta del Acuerdo, una vez recibida por el Administrador del Acuerdo. Los Empleados Agraviados recibirán su parte del Pago de PAGA sin importar si optan por no ser Miembros de la Clase.

C. Objetar al Acuerdo

Si no opta por no participar del Acuerdo, usted puede objetar los términos del Acuerdo. Sin embargo, si la Corte rechaza su objeción, usted seguirá estando obligado por los términos del Acuerdo. Usted puede pedirle a la corte que rechace la aprobación presentando una objeción. Usted no puede pedirle a la Corte que ordene un acuerdo más grande; la Corte sólo puede aprobar o negar el acuerdo. Si la Corte niega la aprobación, no se enviará ningún pago del acuerdo y el juicio continuará. La objeción debe (a) indicar su nombre completo y fecha de nacimiento; (b) proporcionar pruebas de que usted es, de hecho, un Miembro de la Clase; (c) indicar las razones de la objeción(es), incluyendo la documentación de apoyo; (d) identificar el nombre y el número del caso (*es decir, Guevara Sanchez c. Danna Farms Inc.*, CVCV21-01213) (e) estar firmada; y (f) tener el sello postal a no más tardar el 2 de febrero del 2024. La objeción debe enviarse al Administrador del Acuerdo a la dirección identificada en la Sección III.B. El Administrador del Acuerdo compartirá esta objeción con los abogados del Demandante y del Demandado y la Corte.

Usted también puede comparecer en la audiencia de aprobación final para presentar su objeción. Cualquier Miembro de la Clase que no solicite la exclusión puede, si así lo desea, comparecer a través de un abogado. Si comparece a través de su propio abogado, usted será responsable de pagar a dicho abogado. Usted también debe presentar un aviso de la intención de comparecer ante la Corte y entregar el aviso a los abogados del Demandante y del Demandado en las direcciones que se identifican en la Sección VI de este aviso.

IV. EFFECTO DEL ACUERDO: DERECHOS Y RECLAMOS LIBERADOS

Si la Corte concede la aprobación final del Acuerdo, la Corte dictará una sentencia consistente con la misma. La sentencia, ya sea favorable o no, será vinculante para todos los Miembros de la Clase que no soliciten la exclusión. Después de la aprobación final, todos y cada uno de los Miembros de la Clase que no opten por excluirse del Acuerdo y el Empleado Agraviado, liberarán al Demandado y a las Partes Liberadas de los Reclamos Liberados de la Clase y los Reclamos Liberados de PAGA descritos anteriormente. En otras palabras, si usted fue empleado como un Miembro de la Clase por el Demandado en California durante el Período de la Clase, y no se excluye del Acuerdo, se considerará que usted ha aceptado estas liberaciones y ha liberado los reclamos descritos anteriormente. Además, usted será prohibido de demandar al Demandado y a las Partes Liberadas con respecto a los reclamos cubiertos por este Acuerdo. Si el Acuerdo no es aprobado por la Corte o no se convierte en definitivo por alguna otra razón, el litigio continuará.

V. AUDIENCIA DE LA PROBABACIÓN FINAL DE LA CORTE

La Corte llevará a cabo una audiencia en el Departamento 4, 215 Fifth Street, Suite 200., Marysville, CA 95901, el 25 de marzo del 2024, a las 10:00 a.m., para determinar si el Acuerdo debe ser aprobado como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe la solicitud de los Abogados de la Clase de honorarios y costos, los Costos del Administrador del Acuerdo y el Pago de Mejora del Representante de la Clase. La audiencia puede continuar sin previo aviso. No es necesario que comparezca en esta audiencia.

VI. INFORMACIÓN ADICIONAL

Usted puede acceder la Demanda, a la moción de los Abogados de la Clase para la aprobación preliminar, a la Resolución y a cualquier otro documento requerido por la Corte en el sitio web del Administrador del Acuerdo: www.cptgroupcaseinfo.com/DannaFarmsSettlement. Usted también puede contactar a los Abogados de la Clase o a los Abogados del Demandado de la siguiente manera:

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

En nombre del Demandante

Ronald H. Barsamian
Patrick S. Moody
Catherine M. Houlihan
BARSAMIAN & MOODY
A Professional Corporation
Attorneys at Law
1141 W. Shaw Avenue, #104
Fresno, CA 93711
Teléfono: (559) 248-2360
Facsímil : (559) 248-2370

En nombre del Demandado

**POR FAVOR, NO LLAME POR TELÉFONO A LA CORTE O A LA OFICINA DEL SECRETARIO DE LA CORTE PARA PREGUNTAR SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE RECLAMO. SI TIENE ALGUNA PREGUNTA, LLAME AL 1 (888) 347-0793
POR ORDEN DE LA CORTE**

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 Plaintiff RAFAEL GUEVARA SANCHEZ
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVCV21-01213

CLASS ACTION

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

Date: March 25, 2024
Time: 10:00 a.m.
Dept.: 4
Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021
FAC Filed: May 11, 2022
Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Plaintiff's Itemized Costs
E	Proof of Submission to LWDA
F	Summary of Plaintiff's Counsel's Hours

Dated: February 28, 2024

Shimoda & Rodriguez Law, PC

By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Renald Konini (Cal. State Bar No. 312080)
4 **Shimoda & Rodriguez Law, PC**
5 9401 East Stockton Blvd., Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733

9 Attorneys for Plaintiff RAFAEL GUEVARA SANCHEZ
10 individually and on behalf of similarly situated employees

11 Ronald H. Barsamian
12 Patrick S. Moody
13 Catherine M. Houlihan
14 **BARSAMIAN & MOODY**
15 A Professional Corporation
16 Attorneys at Law
17 1141 W. Shaw Avenue, #104
18 Fresno, CA 93711
19 Telephone: (559) 248-2360
20 Facsimile: (559) 248-2370

21 Attorneys for DANNA FARMS INC.

22 **SUPERIOR COURT OF CALIFORNIA**
23 **FOR THE COUNTY OF YUBA**

24 RAFAEL GUEVARA SANCHEZ, individually
25 and on behalf of all other similarly situated
26 employees,

27 Plaintiff,

28 vs.

DANNA FARMS INC., a California
Corporation ; and DOES 1 to 100, inclusive,
Defendant.

Case No.: CVCV21-01213

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

Filed: December 22, 2021

FAC Filed: May 11, 2022

Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Rafael Guevara Sanchez ("Plaintiff"), on behalf of himself, the Labor
3 and Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendant Danna
4 Farms Inc., ("Defendant"). This Agreement is subject to the terms and conditions set forth below and the
5 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 above stated lawsuit, *Guevara Sanchez v. Danna Farms Inc.*, Yuba
9 County Superior Court, Case No. CVCV21-01213, filed December 22, 2021.

10 1.2 "Aggrieved Employee(s)" means all non-exempt employees who have or continue to work
11 for Defendant in California from December 22, 2020, up to either (1) the Preliminary Approval Date, or
12 (2) sixty (60) days after this Agreement is signed, whichever is earlier. The estimated number of Aggrieved
13 Employees is 102.

14 1.3 "Agreement" or "Settlement" or "Settlement Agreement" means this Joint Stipulation
15 Regarding Class Action and PAGA Settlement and Release.

16 1.4 "Class Counsel" means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
17 Shimoda & Rodriguez Law, PC.

18 1.5 "Class Member(s)" means all non-exempt employees who have or continue to work for
19 Defendant in California from December 22, 2017, up to either (1) the Preliminary Approval Date, or (2)
20 sixty (60) days after this Agreement is signed, whichever is earlier. The estimated number of Class
21 Members is 292.

22 1.6 "Class Period" means the period from December 22, 2017 to either (1) the Preliminary
23 Approval Date, or (2) sixty (60) days after the signing of the settlement agreement, whichever is earlier

24 1.7 "Class Representative" means Plaintiff Rafael Guevara Sanchez.

25 1.8 "Class Representative's Released Claims" means the claims being released as described in
26 Section 6 below including all claims arising from, could have been asserted, or related in any way to the
27 Class Representative's employment with Defendant, under federal, state, or local laws, and/or ordinances,
28 or tort or contract theories, whether known or unknown, and whether anticipated or unanticipated, including

1 without limitation statutory, constitutional, contractual or common law claims for lost wages, unpaid
2 wages, emotional distress, punitive damages, special damages, damages, unpaid costs, penalties, liquidated
3 damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other similar relief or
4 claims. The Class Representative's Released Claims exclude claims for workers' compensation,
5 unemployment insurance benefits, or other claims that cannot be released as a matter of law however
6 Plaintiff is not aware of any work related injuries which he has not already reported to Defendant.

7 1.9 "Complaint" means the operative Complaint on file in the Action with the Court.

8 1.10 "Court" means the Yuba County Superior Court.

9 1.11 "Defendant" means Danna Farms Inc..

10 1.12 "Defendants' Counsel" means Patrick S. Moody and Catherine M. Houlihan of Barsamian
11 & Moody.

12 1.13 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
13 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
14 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
15 Representative as a Participating Class Member.

16 1.14 "Effective Date" means the Final Approval Date unless there is a timely objection lodged
17 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
18 after a signed order approving this settlement has been filed provided no appellate proceeding having been
19 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
20 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
21 further remedies or relief, whichever is later.

22 1.15 "Final Approval Date" means the date a signed order granting final approval of this
23 Agreement is filed with the Court.

24 1.16 "Gross Settlement Amount" is the sum of Two Hundred Seventy Five Thousand (\$275,000).

25 1.17 "Individual Settlement Amount" means an individual Class Member's and Aggrieved
26 Employee's allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
27 Sections 1.19, 1.23, 5.5, and 5.8.

28 1.18 "LWDA" means the California Labor and Workforce Development Agency.

1 1.19 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
2 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s
3 attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement
4 Payment to the Class Representative.

5 1.20 “Notice of Settlement” means the document substantially in the form attached hereto as
6 Exhibit 1.

7 1.21 “Notice Period” means forty-five (45) calendar days from the initial mailing of the Notice
8 of Settlement to Class Members and Aggrieved Employees.

9 1.22 “PAGA” means Private Attorneys General Act.

10 1.23 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
11 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

12 1.24 “PAGA Claim Period” means from December 22, 2020, up to either (1) the date a signed
13 order preliminarily approving the settlement is filed, or (2) 60 days after this Agreement is signed,
14 whichever is earlier.

15 1.25 “Parties” mean Defendant and Plaintiff.

16 1.26 “Participating Class Member” means any and all Class Members who have not made any
17 timely request to opt-out of the Agreement.

18 1.27 “Preliminary Approval Date” means the date a signed order granting preliminary approval
19 of this Agreement is filed with the Court.

20 1.28 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
21 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
22 under this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall
23 remain the property of Defendant until the payments required under the Agreement are made.

24 1.29 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
25 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
26 Members, workweeks shall be defined as the total number of weeks in which a Class Member performed
27 any work for Defendant in California during the Class Period. For Aggrieved Employees workweeks shall
28 be defined as the total number of weeks in which an Aggrieved Employee performed any work for

1 Defendant in California during the PAGA Claim Period. The calculation of a Class Member's and/or
2 Aggrieved Employee's workweeks and a determination as to whether a Class Member and/or Aggrieved
3 Employee was actively employed in California in a particular workweek shall be construed from
4 Defendant's records. It is intended that the workweek calculation method be the same as used by Defendant
5 in the Course of determining the number of workweeks during the Parties' mediation.

6 1.30 "Released Class Claims" means the claims being released as described in Section 6 below
7 including any and all class claims that are alleged in the Complaint, and any additional wage and hour
8 claims that could have been brought based on the facts alleged in the Complaint, through the Class Period.
9 This release excludes the release of claims not permitted by law. The Released Class Claims exclude
10 claims for workers' compensation or unemployment insurance benefits. This release will cover all Class
11 Members who do not opt out.

12 1.31 "Released PAGA Claims" means the claims being released as described in Section 6 below
13 including any and all claims that were brought under the Private Attorneys General Act, Labor Code §§
14 2698 *et seq.*, contained in Plaintiff's Notice to the LWDA including those described in section 2.1, the
15 Complaint and any additional wage and hour PAGA claims that could have been brought based on the facts
16 alleged in the Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this
17 waiver of claims.

18 1.32 "Released Parties" means Defendant, as well as Defendant's past and present officers,
19 owners, shareholders, directors, members, subsidiaries, affiliates, agents, employees, attorneys, and
20 insurers.

21 1.33 "Settlement Administrator" means and refers to CPT Group, the third-party entity that will
22 administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator agreed to
23 by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties
24 each represent that they do not have any financial interest in the Settlement Administrator.

25 1.34 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the
26 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
27 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
28 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees

1 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
2 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
3 Members and/or Aggrieved Employees, Class Counsel, and Defendant's Counsel; all costs and fees
4 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
5 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,
6 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
7 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
8 other filings required by any governmental taxing authority or agency; all costs and fees associated with
9 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
10 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
11 in connection with the execution of its duties under this Agreement.

12 **2. DESCRIPTION OF THE LITIGATION**

13 2.1 On or about December 22, 2021, Plaintiff sent notice to the LWDA to exhaust
14 administrative remedies under the PAGA for (1) Violation of Labor Code §§ 510, 1194; IWC Wage Order
15 14, § 3 (Failure to Pay Overtime Wages), (2) Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order
16 14, § 4 (Failure to Pay Minimum Wages), (3) Violation of Labor Code §§ 226.7, 512 and Wage Order No.
17 14, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof), (4) Violation
18 of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide Rest Periods or Pay Premiums
19 in Lieu Thereof), (5) Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage
20 Statements), (6) Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages), (7) Violation of
21 Labor Code § 2802 (Failure to Pay Reimbursement for Expenses), (8) Violation of Labor Code §§ 558,
22 558.1 (Provisions Regarding Hours and Days of Work in Any Industrial Welfare Commission Order), (9)
23 Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records), (10) Violation of Labor
24 Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave). The LWDA did not respond to the notice
25 within the statutorily required time frame and, as such, Plaintiff became authorized to act as a Private
26 Attorneys General on all alleged PAGA claims.

27 2.2 On or about December 22, 2021, Plaintiff filed a class action Complaint in Yuba County
28 Superior Court on behalf of himself and Class Members alleging claims for (1) Violation of Labor Code

1 §§ 510, 1194; IWC Wage Order 14, § 3 (Failure to Pay Overtime Wages), (2) Violation of Labor Code §§
2 1194, 1197.1; IWC Wage Order 14, § 4 (Failure to Pay Minimum Wages), (3) Violation of Labor Code §§
3 226.7, 512 and Wage Order No. 14, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums
4 in Lieu Thereof), (4) Violation of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide
5 Rest Periods or Pay Premiums in Lieu Thereof), (5) Violation of Labor Code §§ 226, 226.3 (Failure to
6 Provide Accurate Wage Statements), (6) Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final
7 Wages), (7) Violation of Labor Code § 2802 (Failure to Pay Reimbursement for Expenses), (8) Violation
8 of California Unfair Competition Law, Business & Professions Code §§ 17200 et seq. and violations of
9 California Labor Code §§ 226.7, 510, 512, and 1194. Plaintiff filed a First Amended Complaint on
10 approximately May 11, 2022 to add a PAGA cause of action based on the violations alleged in the
11 December 22, 2021 notice to the LWDA on behalf of himself and Aggrieved Employees.

12 2.3 Through formal and informal discovery, Defendant and Defendant's Counsel provided
13 Class Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
14 information on Class Members including, but not limited to, Class Members' workweeks, dates of
15 employment, total number of Class Members, their rates of pay, and pay periods as well as timecard data
16 and payroll reports for a randomly selected sample of Class Members.

17 2.4 After Class Counsel received the data, the Parties engaged in informal settlement
18 negotiations, but were not able to come to a resolution. On June 28, 2023, the Parties participated in a
19 lengthy mediation with private mediator Hon. Patrick J. O'Hara, (ret.). At the conclusion of the mediation,
20 the Parties were unable to come to a resolution. However, after mediation the Parties were able to resolve
21 the case as a result of a mediator's proposal. At all times, the Parties' settlement negotiations have been
22 non-collusive, adversarial, and at arm's length.

23 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document
24 productions, extensive legal analysis, the provision of information by Defendant to Plaintiff and the
25 detailed analysis of the records, including expert analysis, have permitted each side to assess the relative
26 merits of the claims and the defenses to those claims.

27 2.6 In the Action, Plaintiff contends that Defendant violated California law by (1) failing to pay
28 overtime wages, (2) failing to pay minimum wages, (3) failing to provide meal periods or pay premiums

1 in lieu thereof, (4) failing to provide rest periods or pay premiums in lieu thereof, (5) failing to provide
2 accurate wage statements, (6) failing to timely pay all final wages, (7) failing to reimburse expenses for
3 incurred expenses, (8) failing to maintain accurate records, (9) failing to provide paid sick leave, (10)
4 engaging in unfair competition, and (11) Plaintiff sought to recover civil penalties for these same alleged
5 Labor Code violations under PAGA. Defendant has denied each of Plaintiff's claims and Defendant denies
6 that this Action is appropriate for class certification for anything other than settlement purposes. The
7 agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential
8 exposure for the underlying claims and the class data supporting these claims. The Parties, with the
9 assistance of the mediator, also assessed appropriate discounts to the potential liability based on
10 Defendant's factual and legal contentions and defenses.

11 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
12 and the information exchanged to date, are more than sufficient to assess the merits of the respective
13 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
14 Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled in a
15 manner and upon such terms and conditions set forth herein in order to avoid further expense,
16 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
17 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
18 Plaintiff, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the
19 consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
20 circumstances.

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

22 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
23 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
24 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
25 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
26 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
27 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
28 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and

1 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
2 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
3 evidence that may be applicable.

4 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
5 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant
6 has agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
7 the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to
8 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
9 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
10 any and all other potential defenses or privileges.

11 **4. SCOPE OF THE CLASS**

12 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
13 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
14 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
15 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in
16 Section 7.5.1.

17 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under
18 this Agreement.

19 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
20 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
21 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
22 data request to the Settlement Administrator. The data request must contain all of the following
23 information: (a) the full name and, if applicable, Social Security Number of the individual making the
24 request; (b) the name used by such employee as of the time his or her employment with Defendant ended;
25 (c) the individual's dates of employment with Defendant; and (d) a return address to which a response may
26 be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
27 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
28 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event

1 more than two business days) transmit the data requests to Defendant's Counsel and request that Defendant
2 review its records.

3 4.4 If Defendant agrees that the person listed in a data request is a Class Member and/or
4 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
5 person who submitted the data request, at the address designated for that purpose in the data request. All
6 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
7 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
8 in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved
9 Employee for all other purposes.

10 4.5 If Defendant does not agree that the person listed in a data request is a Class Member and/or
11 Aggrieved Employee, Defendant's Counsel and Class Counsel shall attempt to resolve any such dispute in
12 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
13 dispute. Defendant's records shall control unless the individual submitting the data request provides
14 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendant's
15 Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The
16 Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve
17 the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7)
18 calendar days after Defendant's Counsel and Class Counsel submit the dispute to the Settlement
19 Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject
20 to Court review.

21 **5. TERMS OF THE SETTLEMENT**

22 The Parties agree as follows:

23 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
24 Section 6, Defendant shall pay the Gross Settlement Amount (\$275,000). Funding of the Gross Settlement
25 Amount shall occur within 30 calendar days after the Effective Date to be held in trust in a QSF by the
26 Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class
27 Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action
28 incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering

1 the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement,
2 the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to
3 satisfy Defendant's tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments)
4 on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement
5 Amount.

6 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%
7 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has
8 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
9 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
10 exceed \$10,000, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not
11 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not
12 exceed the \$10,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099
13 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than
14 the requested attorney's fees and/or costs, Class Counsel will not have the right to withdraw from this
15 Agreement and the portion of the requested amounts not awarded to Class Counsel shall be added to the
16 Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

17 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
18 Gross Settlement Amount and shall not exceed \$15,000. The difference between any actual costs and the
19 allocated \$15,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
20 Members on a pro rata basis.

21 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
22 an Enhancement Payment to the Class Representative in an amount not to exceed \$15,000 to compensate
23 for the risks, time, and expense of his involvement in the Action and securing the benefits of this Agreement
24 for Class Members. The Enhancement Payment is in addition to the Individual Settlement Amount Plaintiff
25 would otherwise be due under the Agreement as a Participating Class Member. Defendant has agreed to
26 not oppose Class Counsel's request for an Enhancement Payment to Plaintiff so long as it does not exceed
27 the amount stated herein. The Enhancement Payment will be designated as a non-wage payment and
28 reported on an IRS Form 1099-MISC. In the event that the Court awards less than the Enhancement

1 Payment amount requested, Plaintiff and Class Counsel will have no right to withdraw from this Agreement
2 and instead any portion of the requested amount not awarded to the Class Representative shall be added
3 to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

4 5.5 PAGA Payment: Twenty Thousand (\$20,000) of the Gross Settlement Amount shall be
5 allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be
6 paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata
7 basis as described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA
8 Payment shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
9 a pro rata basis.

10 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
11 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by
12 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
13 donated equally, i.e. 50/50, to Capital Pro Bono, Inc., and the Sacramento Food Bank & Family Services
14 under the doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any
15 reason.

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

1 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
2 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
3 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
4 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement
5 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
6 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of
7 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the
8 Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members
9 under this formula who timely opt out of the Settlement will be redistributed to Participating Class
10 Members on a pro rata basis, i.e. each Participating Class Member's share will be determined by dividing
11 their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all
12 Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to
13 arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved
14 Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total
15 Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all
16 Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25%
17 portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

18 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
19 Participating Class Members and/or Aggrieved 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 Aggrieved Employees are as follows:

24 5.9.1 Ten Percent (10%) of each Participating Class Members' Individual Settlement
25 Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes.
26 Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual
27 Settlement Amount.
28

1 5.9.2 Ninety Percent (90%) of each Participating Class Members' Individual Settlement
2 Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted
3 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
4 which the Participating Class Members shall receive an IRS Form 1099-MISC.

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

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

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

1 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
2 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
3 establishing class certification have been met and are met.

4 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
5 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
6 Aggrieved Employees.

7 **6. RELEASE**

8 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
9 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
10 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their
11 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released
12 Class Claims against any of the Released Parties.

13 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
14 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
15 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
16 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
17 Claims against any of the Released Parties.

18 6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff and his respective former and
19 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
20 generally, release and discharge Released Parties from all claims, transactions, or occurrences that
21 occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably
22 could have been, alleged, based on the facts contained, in the Complaint and (b) all PAGA claims that
23 were, or reasonably could have been, alleged based on facts contained in the Complaint and Plaintiff's
24 PAGA Notice, or ascertained during the Action and released under Sections 6.1 and 6.2 above.
25 ("Plaintiff's Release.") Plaintiff will be deemed to fully, finally and forever release the Released Class
26 Claims, Released PAGA Claims, and Class Representative's Released Claims as to all Released Parties.
27 In addition, on the Effective Date, Plaintiff and any successors in interest will be permanently enjoined
28 and forever barred from prosecuting any of the Released Class Claims, Released PAGA Claims, and

1 Class Representative's Released Claims against any of the Released Parties. Plaintiff's Release does not
2 extend to any claims for vested benefits, unemployment benefits, disability benefits, social security
3 benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff
4 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
5 believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all
6 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

7 6.3.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes
8 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
9 any, of section 1542 of the California Civil Code, which reads:

10 A general release does not extend to claims that the creditor or releasing
11 party does not know or suspect to exist in his favor at the time of
12 executing the release, and that if known by him would have materially
13 affected his settlement with the debtor or Released Party.

14 However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers'
15 compensation claims), then those claims will not be released. However, Plaintiff acknowledges that he is
16 not aware of any work related injuries which he has not previously reported to Defendant.

17 7. SETTLEMENT ADMINISTRATION

18 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
19 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are
20 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
21 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
22 any individual Class Members and Aggrieved Employee whose address or contact information as provided
23 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class
24 Members and Aggrieved Employees; 4) providing notification to the appropriate state and federal officials
25 of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any
26 challenges (in consultation with Class Counsel and Defendants' Counsel) from Class Members or
27 Aggrieved Employees, including any associated documentation, regarding their Qualified Workweek
28 calculations; 6) receiving and serving on Class Counsel, Defendant's Counsel, and the Court, copies of any

1 written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding
2 to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees;
3 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement
4 after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement
5 Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be
6 distributed due to the inability to locate Class Members or Aggrieved Employees; 10) determining the
7 validity of any disputes or late opt-outs by previously unidentified Class Members or Aggrieved
8 Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Class Counsel and
9 Defendants' Counsel regarding the statistics of the administration, including (a) the number of initial Notice
10 of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed
11 Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of
12 address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements
13 undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out
14 requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a
15 declaration to the Court regarding the final statistics of the administration and compliance with all payment
16 obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of
17 the Individual Settlement Amounts to Participating Class Members and Aggrieved Employees; and 15)
18 carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the
19 Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall
20 be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions
21 of this Agreement, until all payments and obligations contemplated by the Agreement have been fully
22 executed.

23 7.2 Notice to Class Members and Aggrieved Employees: The Notice of the Settlement will be
24 sent in English and Spanish. The Notice of Settlement will provide Class Members and Aggrieved
25 Employees with a summary of the terms and conditions of the Agreement, how to participate in the
26 settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks, and
27 how to opt-out from the Agreement. The Notice of Settlement will also inform Class Members and
28 Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees

1 and costs allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost
2 allocations, proposed PAGA Payment allocations, the scope of the class, the nature and extent of the
3 released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for attorneys' fees
4 and costs. The Notice of Settlement shall include information regarding Class Member's and Aggrieved
5 Employee's estimated Individual Settlement Amount. The Notice of Settlement will provide information
6 on how to access electronic copies online of the Notice of Settlement, any motions for approval of the
7 Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court
8 directs.

9 7.3 Class Member Data and Mailing: No later than fifteen (15) calendar days after the
10 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the name, last
11 known mailing address, last known telephone number, Social Security Number, start and end date of
12 employment (if any) of each Class Member and Aggrieved Employee, and any other information the
13 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
14 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying
15 Workweeks for each Class Member and Aggrieved Employee. No later than seven (7) calendar days after
16 receipt of such address information, the Settlement Administrator will perform a national change of address
17 ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the Notice of
18 Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved Employee
19 by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information received
20 from Defendant confidential to itself, and Defendant's Counsel. However, Class Counsel shall be able to
21 review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts for Class
22 Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
23 identifying information is redacted and/or omitted.

24 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
25 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
26 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
27 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
28 attempt to determine a correct address using a skip-trace, computer or other search using the name, address

1 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
2 five (5) calendar days to any more recent address found as a result of the search. Following each search
3 that does not result in a corrected address, for those Class Members who appear to be current employees
4 of Defendant at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
5 Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement
6 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
7 are active employees of Defendant. In the event the Notice of Settlement is forwarded to a new address
8 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
9 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
10 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
11 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
12 be bound by all terms of the Agreement, including the releases contained in Section 6.

13 7.5 Responses to Notice of Settlement:

14 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to
15 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
16 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
17 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
18 excluded from the settlement; (c) identify the case name and number (*i.e. Guevara Sanchez v. Danna Farms*
19 *Inc.*, Case No. CVCV21-01213); (d) be signed; and (e) be post-marked no later than the conclusion of the
20 Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally sign the
21 request to opt-out. No request to opt-out may be made on behalf of a group of Class Members. The date
22 of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a
23 request to opt-out has been timely submitted. Any Class Member who requests to opt-out of the Agreement
24 will not be entitled to any portion of the Net Settlement Amount nor will they have any right to object,
25 appeal or comment thereon. The name of any Class Member who submits a valid and timely opt out request
26 will be specifically identified in any proposed order granting final approval. Class Members who fail to
27 submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and any order or
28 final judgment thereon. Regardless of whether an Aggrieved Employee opts out of being a Class Member,

1 they will still receive their share of the PAGA Payment as Aggrieved Employees cannot opt out of this
2 Agreement as it relates to the PAGA Payment or Released PAGA Claims.

3 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes to
4 object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
5 objections to the Settlement Administrator. The Settlement Administrator will share this objection with
6 Class Counsel, Defendant's Counsel and the Court. The Notice of Settlement shall make clear that the
7 Court can only approve or deny the Agreement, not change the terms of the Agreement. The objection
8 must (a) state the Class Member's full name and date of birth; (b) provide evidence that the individual is,
9 in fact, a Class Member; (c) state the reasons for the objection(s), including any supporting documentation;
10 (d) identify the case name and number (*i.e. Guevara Sanchez v. Danna Farms Inc.*, Case No. CVCV21-
11 01213); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-
12 mailing timeline stated in Section 7.4. The Notice of Settlement will inform the Class Member that they
13 should also file a notice of intent to appear with the Court and serve the notice on Class Counsel and
14 Defendants' Counsel, if they intend to appear at the final approval hearing.

15 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
16 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
17 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
18 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
19 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
20 business days) forward all such disputes to Defendant's Counsel and request that Defendant review the
21 dispute. Defendant's records shall presumptively control unless the Class Member can produce
22 documentation evidencing other periods of employment worked. If Defendant agrees with submitted
23 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
24 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
25 Class Member's Individual Settlement Amount. If Defendant disagrees with the submitted information,
26 Defendant's Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
27 documentation submitted by the Class Member as part of the dispute. Defendant's Counsel and Class
28 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class

Counsel being advised of the dispute. Each dispute that Defendant's Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out, objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever is later.

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

7.7 Settlement Administrator Declaration Regarding Notice Period: Within seven (7) calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the statistics and responses of settlement administration to date and all the Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and Plaintiff: Within three (3) calendar days after the Effective Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel. Defendant shall wire the Gross Settlement Amount and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement Administrator within thirty (30) calendar days after the Effective Date to be held in trust in a QSF. Within seven (7) calendar days after Defendant fund the settlement, the Settlement Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to

1 Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,
2 and payment to Participating Class Members and/or Aggrieved Employees as required under this
3 Agreement and approved by the Court.

4 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and costs
5 to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide the
6 Settlement Administrator with the pertinent taxpayer identification number and payment instructions after
7 the Final Approval Date.

8 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
9 Enhancement Payment and Plaintiff's Individual Settlement Amount to the Class Representative, care of
10 Class Counsel unless another method is requested by Class Counsel.

11 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
12 Individual Settlement Amount.

13 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
14 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
15 Agreement. Defendant agree to reasonably cooperate with the Settlement Administrator to the extent
16 necessary to determine the amount of the payroll tax payment required.

17 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
18 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the
19 form of a check, which shall become null and void if not deposited within one hundred eighty (180)
20 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be
21 voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The
22 Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check
23 cashing deadline.

24 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
25 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members
26 and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class
27 Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete
28 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 Class Members and Aggrieved 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:

Last day for Defendant to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 15 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 7 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendant
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 7 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 3 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 30 calendar days after the Effective Date

Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved 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

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. 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 Plaintiff's 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 Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement

1 administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the
2 proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of
3 reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
4 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
5 approved as fair, reasonable and adequate as to the Class Members.

6 9.1.2 Defendant shall not oppose Plaintiff's motion for approval of the proposed Agreement.

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

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

19 9.2.1 Class Counsel and Defendant's Counsel shall work in good faith to draft a mutually
20 agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
21 Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
22 Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to
23 be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving
24 the payment of an Enhancement Payment to the Class Representative; 3) Approving Class Counsel's
25 application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4)
26 Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to
27 oversee administration and enforcement of the terms of the Agreement and the Court's orders.
28

9.2.2 Following entry of the Court's order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:

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

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

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

10. MISCELLANEOUS TERMS

10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 17% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendant may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by Defendant. Defendant has represented that there are no more than 11,987 workweeks during the Class Period. In the event the number of workweeks during the Class Period is more than 14,025 (i.e., greater than 17% more than 11,987), then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 14,025, multiplied by the pay period value. For example, if there were 11,900 workweeks represented to exist during the Class Period, but there are actually 15,000 workweeks in the Class Period, and the actual workweek value is \$5.00 per workweek, Defendant would

1 have to increase the Gross Settlement Amount by \$5,385 (15,000 workweeks – 11,900 workweeks =
2 3,100 workweeks – 2,023 weeks in the escalator buffer = 1,077 work weeks x \$5.00/workweek). In the
3 alternative, Defendant may elect to end the Class Period on the day on which the number of Workweeks
4 reaches 14,025.

5 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
6 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
7 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
8 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
9 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
10 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
11 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
12 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
13 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
14 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
15 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
16 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
17 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
18 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
19 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
20 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
21 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
22 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
23 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
24 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
25 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
26 THIS AGREEMENT.

27 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to

any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Agreement.

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

10.5 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.

10.6 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 Yuba 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 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.

10.7 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.

10.8 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 Plaintiff and/or 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 Class Members, Aggrieved Employees or any other person, and Defendant specifically disclaim any liability, culpability, negligence,

1 or wrongdoing toward Plaintiff, the Class Members, Aggrieved Employees or any other person. Each of
2 the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation.

3 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
4 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
5 third business day after mailing by United States certified mail, return receipt requested, addressed as
6 follows:

7 To Plaintiff and the Class:

8 Galen T. Shimoda
9 Justin P. Rodriguez
10 Renald Konini
11 Shimoda & Rodriguez Law, PC
12 9401 East Stockton Blvd., Suite 120
13 Elk Grove, CA 95624

14 To Defendant:

15 Ronald H. Barsamian
16 Patrick S. Moody
17 Catherine M. Houlihan
18 BARSAMIAN & MOODY
19 a Professional Corporation
20 Attorneys at Law
21 1141 W. Shaw Avenue, #104
22 Fresno, CA 93711
23 Telephone: (559) 248-2360
24 Facsimile: (559) 248-2370

25 10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
26 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
27 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
28 party or its counsel participated in the drafting of this Agreement.

10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
acting for, or purporting to act for, the Class, Class Members, or Plaintiff, 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.

10.12 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
discharged except by performance in accordance with its terms.

1 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
3 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
4 to effectuate its terms and to execute any other documents required to effectuate the terms of this
5 Agreement.

6 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
7 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
8 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
9 may be executed on behalf of all Class Members by the Class Representative.

10 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
11 undersigned. Plaintiff, Class Counsel, Defendant and Defendant's Counsel may execute this Agreement in
12 counterparts, and execution of counterparts shall have the same force and effect as if each had signed the
13 same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force and
14 effect of originals.

15 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
16 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
17 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
18 and governed by, the substantive laws of the State of California without giving effect to that State's choice
19 of law principles.

20 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
21 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
22 this Agreement, or any provision thereof.

23 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
24 construed as retaliation against any Class Members for participating or seeking to participate in this class
25 action settlement. The Parties will not discourage any Class Member from participating or seeking to
26 participate in this class action settlement. This is a material term of the Agreement and non-breaching
27 Parties will seek court intervention if this provision is breached.
28

1 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
2 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
3 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
4 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
5 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
6 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

7 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
8 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

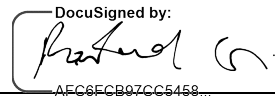
9 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
10 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
11 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

12 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
13 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
14 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

17 **For Plaintiff:**

18 Date: 8/15/2023 _____

DocuSigned by:

AFC6FECB07CC5458...

19 RAFAEL GUEVARA SANCHEZ

20 **FOR Defendant:**

21 Date: _____

22 By: _____
23 For DANNA FARMS INC.
24
25
26
27
28

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

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

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

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

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 Plaintiff:

Date: _____

RAFAEL GUEVARA SANCHEZ

FOR Defendant:

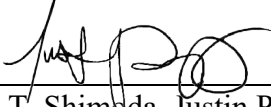
Date: 8/25/2023

By: [Signature]
For DANNA FARMS INC.

1 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

2
3 Dated: 8/28/2023

By: 
Galen T. Shimoda, Justin P. Rodriguez and
Renald Konini
Attorney for Plaintiff and Aggrieved
Employees

4
5
6 APPROVED AS TO FORM

BARSAMIAN & MOODY

7
8
9 Dated: _____

By: _____
Ronald H. Barsamian
Patrick S. Moody
Catherine M. Houlihan
Attorney for Defendant

1 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

2
3 Dated: _____

By: _____
Galen T. Shimoda, Justin P. Rodriguez and
Renald Konini
Attorney for Plaintiff and Aggrieved
Employees

6 APPROVED AS TO FORM

BARSAMIAN & MOODY

8
9 Dated: 8/20/2023

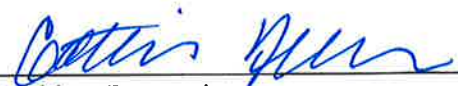
By: 
Ronald H. Barsamian
Patrick S. Moody
Catherine M. Houlihan
Attorney for Defendant

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. CVCV21-01213

**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 Defendant in California from December 22, 2017, to _____ (the “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 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 Yuba County Superior Court (“Court”) granting Plaintiff’s 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 Plaintiff RAFAEL GUEVARA SANCHEZ (“Plaintiff” or “Class Representative”), and Defendant DANNA FARMS INC. (“Defendant”) on behalf of 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 “Class Member.” Defendant’s records also indicate that you worked _____ weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be _____. Your actual share of the settlement proceeds will vary depending on the total number of 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 22, 2021, Plaintiff filed a Complaint against Defendant in the Yuba County Superior Court of California on behalf of himself and Class Members. The term “Action” means this putative class action pending in Yuba County Superior Court, Case No. CVCV21-01213. The Class Period runs from December 22, 2017, to _____ (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff 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 or pay premiums in lieu thereof, (4) failing to provide rest periods or pay premiums in lieu thereof, (5) failing to provide accurate wage statements, (6) failing to timely pay all final wages, (7) failing to reimburse expenses for incurred expenses, (8) failing to maintain accurate records, (9) failing to provide paid sick leave, (10) engaging in unfair competition, and (11) Plaintiff sought to recover civil penalties for these same alleged Labor Code violations under the Private Attorney General Act (“PAGA”). Defendant has denied all of Plaintiff’s 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 Parties have participated in 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 continue 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 Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who have or continue to work for Defendant in California from December 22, 2020, to _____. If you are a 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 Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved 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 Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a 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 Hundred Seventy-Five Thousand (\$275,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for Plaintiff’s attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$10,000, Settlement Administrator Costs in an amount not to exceed \$15,000, Class Representative’s Enhancement Payment of Fifteen Thousand (\$15,000), and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all 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 Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$20,000 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 Aggrieved Employees.

The number of weeks you worked during the 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 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 Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

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

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved 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 Class Members will be allocated from the Net Settlement Amount and paid as ninety percent (90%) for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and ten percent (10%) for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved 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 Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as from December 22, 2020, to _____. Defendant’s records indicate that you worked _____ weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be _____. 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 Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved 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 Defendants' Records and Resolution of Workweek Disputes

For each 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 Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the 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 _____. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

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

Class members who do not opt out will be deemed to have released [1.30 text].

Aggrieved Employees will be deemed to have released [1.31 text].

The individuals released ("Released Parties") include Defendant, as well as Defendant's officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved 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 OPTIONS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating 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 Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

If you do not wish to be bound by the Settlement as a Class Member, 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 want to be excluded from this Settlement; (c) identify the case name and number (i.e. *Guevara Sanchez v. Danna Farms Inc.*, CVCV21-01213); (d) be signed; and (e) be post-marked no later than _____. 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 _____, 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 Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not received their share of the Net Settlement Amount. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a 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. *Guevara Sanchez v. Danna Farms Inc.*, CVCV21-01213) (e) be signed; and (f) be post-marked no later than _____. The objection must be sent to the Settlement Administrator at the address identified in Section III.B. The Settlement Administrator will share this objection with counsel for Plaintiff and Defendant and the Court.

You may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the 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 Plaintiff and Defendant at the addresses identified in Section VI of this notice.

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 Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, 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 Class Member by Defendant in California during the 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 _____ at _____ to determine whether the Agreement should be 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 Representative's 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:

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
On behalf of Plaintiff

Ronald H. Barsamian
Patrick S. Moody
Catherine M. Houlihan
BARSAMIAN & MOODY
A Professional Corporation
Attorneys at Law
1141 W. Shaw Avenue, #104
Fresno, CA 93711
Telephone: (559) 248-2360
Facsimile: (559) 248-2370
On behalf of Defendant

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

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
5 Elk Grove, CA 95624
6 Telephone: (916) 525-0716
7 Facsimile: (916) 760-3733

8 Attorneys for Plaintiff RAFAEL GUEVARA SANCHEZ,
9 individually and on behalf of all other similarly situated employees

ELECTRONICALLY FILED
by
Superior Court of California
County of Yuba
on 5/11/2022
by C Rodriguez

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YUBA**

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,
Defendants.

Case No. CVCV21-01213

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1
2 Plaintiff RAFAEL GUEVARA SANCHEZ ("Plaintiff"), on behalf of himself and all other
3 similarly situated employees, hereby files this First Amended Complaint against Defendants
4 DANNA FARMS INC., a California Corporation; and DOES 1 to 100, inclusive (hereinafter all
5 collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
8 Plaintiff for failure to provide minimum wages, overtime wages, meal and rest period violations, wage
9 statement violations, waiting time penalties, failure to pay reimbursements, and unfair competition.

10 **JURISDICTION AND VENUE**

11 2. The Yuba County Superior Court has jurisdiction in this matter pursuant to California
12 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
13 California Business and Professions Code, and Wage Order No. 14.

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
15 Defendants resides in Yuba County. In addition, some of the wrongful acts and violations of law
16 asserted herein occurred within Yuba County, and Defendants' obligation to pay wages arose in Yuba
17 County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

18 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
19 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
20 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
21 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
22 ("LWDA") on approximately December 22, 2021. Plaintiff provided facts and legal bases for his claims
23 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
24 of action. Plaintiff also submitted the \$75.00 filing fee. The December 22, 2021, notice was also sent
25 via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
26 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
27 pursuant to the PAGA and may bring this action on behalf of himself and all similarly situated
28 employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber*

1 *Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
2 include, but are not limited to the following: all nonexempt employees who have or continue to work for
3 Defendant in California.

4 **PARTIES**

5 5. RAFAEL GUEVARA SANCHEZ is an individual over the age of eighteen (18) and
6 is a resident of the State of California.

7 6. On information and belief, Plaintiff alleges, DANNA FARMS INC., is now and/or at
8 all times mentioned in this Complaint was a California Corporation and the owner and operator of an
9 industry, business and/or facility doing business in the State of California.

10 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
11 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
12 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
13 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
14 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
15 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
16 Plaintiff.

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

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

23 10. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
24 wrongs, complaints, injuries and/or damages alleged in this Complaint.

25 **CLASS ALLEGATIONS**

26 11. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all
27 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
28 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

1 All non-exempt employees who have or continue to work for Defendants
2 in California from December 22, 2017, to the present.

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

6 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
7 is impracticable under the circumstances of this case. While the exact number of class
8 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
9 Defendants have employed as many as fifty (50) individuals falling within the above
10 stated class definition throughout the State of California during the applicable statute of
11 limitations, who were subjected to the policies and practices outlined in this Complaint.
12 As such, joinder of all members of the putative class is not practicable.

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

- 17 (1) Whether Defendants had a policy and practice of not paying Plaintiff and putative
18 class members for all hours worked;
19 (2) Whether Defendants had a policy and practice of not paying Plaintiff and putative
20 class members all overtime wages due;
21 (3) Whether Defendants authorized and permitted all meal periods;
22 (4) Whether Defendants authorized and permitted all rest periods;
23 (5) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
24 class members received all reimbursements owed;
25 (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative
26 class members received all wages, due and owing, at the time of their termination
27 or separation; and
28

1 (7) Whether Defendants provided Plaintiff's and putative class members with wage
2 statements that complied with Labor Code section 226.

3 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
4 class. The putative class also sustained damages arising out of Defendants' common
5 course of conduct in violation of the law as complained of herein. Plaintiff and all
6 members of the putative class were non-exempt employees who were not paid for all
7 hours worked, all overtime wages due, and all meal and rest period penalties owed.
8 Plaintiff and similarly situated employee were also not paid reimbursements for the use
9 of their personal phones, tools, and vehicles for work purposes. Additionally, Defendants
10 issued Plaintiff and all members of the putative class wage statements that did not comply
11 with Labor Code section 226. As a result, Plaintiff and each member of the putative class
12 will have suffered the same type of harm and seek the same type of recovery based on the
13 same legal theories.

14 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
15 putative class. For all relevant times, Plaintiff resided in California and worked for
16 Defendants in California. Moreover, Plaintiff is an adequate representative of the
17 putative class as Plaintiff has no interests that are adverse to those of putative class
18 members. Additionally, Plaintiff has retained counsel who has substantial experience in
19 complex civil litigation and wage and hour matters.

20 (e) Superiority: A class action is superior to other available means for the fair and efficient
21 adjudication of the controversy since individual joinder of all members of the putative
22 class is impracticable. Class action treatment will permit a larger number of similarly
23 situated persons to prosecute their common claims in a single forum simultaneously,
24 efficiently, and without the unnecessary duplication of effort and expense that numerous
25 individual actions would engender. Further, as damages suffered by each individual
26 member of the class may be relatively small, the expenses and burden of the individual
27 litigation would make it difficult or impossible for individual members of the class to
28 redress the wrongs done to them, and an important public interest will be served by

1 addressing the matter as a class action. The cost to the court system of adjudication of
2 such individualized litigation would be substantial. Individualized litigation would also
3 present the potential for inconsistent or contradictory judgments.

4 13. Plaintiff is unaware of any difficulties that are likely to be encountered in the
5 management of this action that would preclude its maintenance as a class action.

6 **GENERAL ALLEGATIONS**

7 14. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as though fully
8 set forth herein.

9 15. Defendants operate a farm in that grows fruits, vegetables, and walnuts for domestic and
10 international markets and employed 26 or more individuals at any given time. Plaintiff worked for
11 Defendants from approximately January 2011 to May 26, 2021, as a mechanic and non-exempt, hourly
12 employee.

13 16. Plaintiffs and similarly situated employees regularly worked ten (10) to twelve (12) hours
14 in a day or more and/or over forty (40) hours in a week. Plaintiff and similarly situated employees,
15 however, were not paid all the overtime and double time pay that was owed to them. This included, but
16 is not limited to, failing to pay daily and or weekly overtime in accordance with the schedule outlined in
17 Wage Order 14 for employers with 26 or more employees. Plaintiff and Aggrieved Employees worked
18 in excess of the daily and/or weekly maximum hours without being paid all overtime wages owed for
19 those hours.

20 17. Plaintiff and similarly situated employees were also not paid all minimum wages and
21 overtime owed to them due to managers and supervisors making unauthorized reductions to the hours
22 worked by Plaintiff and similarly situated employees. Specifically, Plaintiff and Aggrieved would write
23 their hours on a notepad and provide it to management. Management would then transfer the hours into
24 the time keeping system. In this process, management would consistently cut Plaintiff's and similarly
25 situated employees' hours when they disagreed with the documented time worked. Management would
26 further not account for time Plaintiff and similarly situated employees would spend prepping the farm
27 equipment for the day, or time worked during meal and rest breaks. As a result of these practices,
28

1 Plaintiff and similarly situated employees were not paid wages for all hours worked and did not receive
2 the proper accrual of sick leave hours.

3 18. Defendants further did not authorize and permit Plaintiffs and similarly situated
4 employees to take all meal and rest periods owed to them. Plaintiff and similarly situated employees did
5 not receive all uninterrupted thirty (30) minute meal periods every five (5) hours and ten (10) minute
6 rest periods every four (4) hours or major fraction thereof. In fact, when Plaintiff and similarly situated
7 employees did try and take their meal and rest breaks, they would frequently get interrupted by
8 management to complete tasks and be forced to abandon their breaks or not take them at all.
9 Additionally, Plaintiffs and similarly situated employees worked over ten (10) or twelve (12) hours in a
10 day without being authorized and permitted to take a second meal period or third rest period.

11 Defendants did not pay Plaintiffs and similarly situated employees missed meal or rest period premiums.

12 19. Finally, Plaintiff and similarly situated employees were required to use their personal
13 phones, vehicles and tools and equipment for work purposes and were not reimbursed for this use. For
14 instance, employees were often required to drive their own vehicles to different fields to complete their
15 work and were not reimbursed for this mileage. Additionally, Plaintiff and similarly situated employees
16 would frequently use their cell phones to communicate with management when they were on the farm,
17 as well as use some of their own tools to complete the tasks required.

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

24 21. To date, Defendants have not paid Plaintiffs and similarly situated employees all
25 overtime wages, paid sick time, and meal and rest period premiums owed to them.

26 //

27 //

28 //

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **FAILURE TO PAY OVERTIME WAGES**
4 **(As to all Defendants)**

5 22. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 21 as though fully
6 set forth herein.

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

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

16 25. Plaintiff and similarly situated employees were not exempt from overtime protections
17 employees under the California Wage Orders and Labor Code.

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

21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PAY MINIMUM WAGES**
23 **(As to all Defendants)**

24 27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 26 as though fully
25 set forth herein.

26 28. For the period preceding the filing of this Complaint, Defendants were required to
27 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
28 every hour worked. *See MW-Order 2019; IWC Wage Order, No. 14, section 4(A); Cal. Lab. Code §*
1194.

29. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

30. As a proximate result of Defendants' conduct, Plaintiff 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
MEAL PERIOD VIOLATIONS
(As to all Defendants)

31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully set forth herein.

32. 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.

33. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 14, 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.

34. California Labor Code section 512 and Wage Order No. 14 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.

35. Defendants employed Plaintiff 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 Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

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

37. As a proximate result of Defendants' conduct, Plaintiff 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.

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

38. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 37 as though fully set forth herein.

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

40. California Labor Code section 226.7 and Wage Order No. 14, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

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

42. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

43. As a proximate result of Defendants' conduct, Plaintiff 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
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 43 as though fully set forth herein.

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

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

23 46. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
24 itemized statement or failed to provide an accurate and complete itemized statement showing the
25 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
26 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
27 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
28 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours
29 worked due to Defendants' policy of not paying for all hours worked. Plaintiff and similarly situated
30 employees were not able to promptly and easily determine their total hours worked from their
31 paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over
32 whether they received all wages owed and were prevented from effectively challenging information
33 on their wage statements.

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

37 //

38 //

39 //

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

48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully set forth herein.

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

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

51. Plaintiff and similarly situated employees did not receive all wages, including 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.

52. 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.

53. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were not paid for all regular and overtime hours worked although the hours Plaintiff worked were accurately reflected on his timecards. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

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

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

55. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 54 as though fully set forth herein.

56. California 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.”

57. Defendants required Plaintiff and similarly situated employees to use their personal phones, tools and vehicles for work purposes but failed to reimburse them for such use.

58. As a proximate result of Defendants' conduct, Plaintiff 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.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully set forth herein.

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

61. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums and paid sick leave during their employment or any time thereafter.

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

63. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code

1 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an
2 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

3
4 **NINTH OF ACTION**
5 **PRIVATE ATTORNEYS GENERAL ACT**
6 **(As to all Defendants)**

7 64. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 63 as though fully
8 set forth herein.

9 65. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
10 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
11 current and former employees:

- 12 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 14, § 3 (Failure to Pay
13 Overtime Wages)
- 14 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 14, § 4 (Failure to Pay
15 Minimum Wages)
- 16 • Violation of Labor Code § 226.7, 512 and Wage Order No. 14, §§ 11(A) and 11(B)
17 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 18 • Violation of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide
19 Rest Periods or Pay Premiums in Lieu Thereof)
- 20 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 21 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 22 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 23 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
24 Work in Any Industrial Welfare Commission Order)
- 25 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 26 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

27 66. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
28 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
2699(f)(2).

67. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

68. As a proximate result of Defendants' conduct, Plaintiff 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.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

1 6. As to the Fifth Cause of Action:

- 2 a. Penalties as provided for in Labor Code section 226, including the greater of all
3 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
4 violation occurred and one hundred dollars (\$100.00) per employee for each
5 violation in the subsequent pay periods, but not to exceed four thousand dollars
6 (\$4,000.00);
- 7 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
8 226(e);

9 7. As to the Seventh Cause of Action:

- 10 a. An amount to be proven at trial;
- 11 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

12 8. As to the Ninth Cause of Action:

- 13 a. For civil penalties as provided in the Labor Code for each enumerated
14 violation;
- 15 b. For those Labor Code sections where there is no civil penalty provided for their
16 violation, the default penalty provided in Labor Code section 2699(f): for any
17 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
18 period; For any subsequent violation, two hundred dollars (\$200) for each
19 aggrieved employee per pay period;
- 20 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 21 d. For any other remedies as allowed by law and/or deemed appropriate by the
22 Court;

23 9. For such other and further relief as this Court may deem just and proper,
24 including, but not limited to:

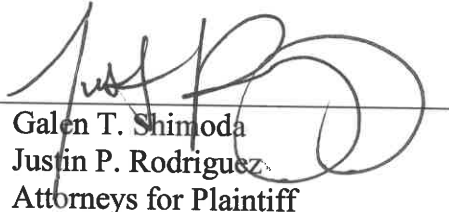
- 25 a. Wages as proved at trial;
- 26 b. Injunctive and Declaratory relief;
- 27 c. Attorney's fees and costs as provided for by law; and
- 28 d. Interest.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: March 17, 2022

Shimoda & Rodriguez Law, PC

By: _____


Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiff

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

5 I, Caitlyn A. Lopez, 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 March 17, 2022, I served the following documents on the party below:

- 9 • Stipulation and [Proposed] Order Granting Plaintiff Leave to File an Amended
10 Complaint

11 Faith L. Driscoll (SBN: 291486)
12 Ronald H. Barsamian (SBN: 81531)
13 Patrick S. Moody (SBN: 156928)
14 Barsamian & Moody
15 1141 West Shaw Avenue Ste. 104
Fresno, CA 93711
Phone: (559) 248-2360
Facsimile: (559) 248-2370
Email: fdriscoll@theemployerslawfirm.com
ronbarsamian@aol.com
pmoody@theemployerslawfirm.com
laborlaw@theemployerslawfirm.com

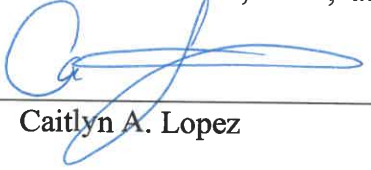
16 [XXX] [By Mail] I am familiar with my employer's practice for the collection and
17 processing of correspondence for mailing with the United States Postal
18 Service and that each day's mail is deposited with the United States Postal
19 Service that same day in the ordinary course of business. On the date set
20 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.

21 [] [By Personal Service] By personally delivering a true copy thereof to the
22 office of the addressee above.

23 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
24 above. No error was reported by the e-mail service that I used.

25 [] [By Overnight Courier] By causing a true copy and/or original thereof to
26 be personally delivered via the following overnight courier service: UPS.

27 I declare under penalty of perjury under the laws of the State of California that the foregoing
28 is true and correct, and that this declaration was executed on March 17, 2022, at Elk Grove,
California.


Caitlyn A. Lopez

1 *Guevara Sanchez v. Danna Farms Inc.*
2 *Yuba County Superior Court of California, Case No. CVCV21-01213*

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 May 11, 2022, I served the following documents on the party below:

- 9 • First Amended Complaint for Damages

10 Faith L. Driscoll (SBN: 291486) 11 Ronald H. Barsamian (SBN: 81531) 12 Patrick S. Moody (SBN: 156928) 13 Barsamian & Moody 14 1141 West Shaw Avenue Ste. 104 15 Fresno, CA 93711 16 Phone: (559) 248-2360 17 Facsimile: (559) 248-2370 18 Email: fdriscoll@theemployerslawfirm.com 19 ronbarsamian@aol.com 20 pmoody@theemployerslawfirm.com 21 laborlaw@theemployerslawfirm.com	
---	--

22 [] [By Mail] I am familiar with my employer's practice for the collection and
23 processing of correspondence for mailing with the United States Postal
24 Service and that each day's mail is deposited with the United States Postal
25 Service that same day in the ordinary course of business. On the date set
26 forth above, I served the aforementioned document(s) on the parties in
27 said action by placing a true copy thereof enclosed in a sealed envelope
28 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.

[] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

[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.

[] [By Overnight Courier] By causing a true copy and/or original thereof to
be personally delivered via the following overnight courier service: UPS.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct, and that this declaration was executed on May 11, 2022, at Elk Grove,
27 California.

28 
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

December 22, 2021

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Guevara Sanchez v. Danna Farms, Inc.*

Dear Labor Commissioner,

As counsel for Rafael Guevara Sanchez ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Danna Farms Inc.
1001 Feather River Blvd.
Olivehurst, CA 95961

Danna Farms Inc.
1001 Feather River Blvd.
Plumas Lake, CA 95961

Steven Danna
1001 Feather River Blvd.
Olivehurst, CA 95961

Joseph Danna
1001 Feather River Blvd.
Olivehurst, CA 95961

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 Danna Farms Inc., Steven Danna, and Joseph Danna ("Defendants"). 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 who have or continue to work for Defendants in California. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals 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 farm in that grows fruits, vegetables, and walnuts for domestic and international markets and employed 26 or more individuals at any given time. Plaintiff Rafael Guevara Sanchez worked for Defendants from approximately January 2011 to May 26, 2021, as a mechanic and non-exempt, hourly employee.

Plaintiffs and Aggrieved Employees regularly worked ten (10) to twelve (12) hours in a day or more and/or over forty (40) hours in a week. Plaintiff and Aggrieved Employees, however, were not paid all the overtime and double time pay that was owed to them. This included, but is not limited to, failing to pay daily and or weekly overtime in accordance with the schedule outlined in Wage Order 14 for employers with 26 or more employees. Plaintiff and Aggrieved Employees worked in excess of the daily and/or weekly maximum hours without being paid all overtime wages owed for those hours.

Plaintiff and Aggrieved Employees were also not paid all minimum wages and overtime owed to them due to managers and supervisors making unauthorized reductions to the hours worked by Plaintiff and Aggrieved Employees. Specifically, Plaintiff and Aggrieved would write their hours on a notepad and provide it to management. Management would then transfer the hours into the time keeping system. In this process, management would consistently cut Plaintiff's and Aggrieved Employees' hours when they disagreed with the documented time worked. Management would further not account for time Plaintiff and Aggrieved Employees would spend prepping the farm equipment for the day, or time worked during meal and rest breaks. As a result of these practices, Plaintiff and Aggrieved Employees were not paid wages for all hours worked and did not receive the proper accrual of sick leave hours.

Defendants further did not authorize and permit Plaintiffs and Aggrieved Employees to take all meal and rest periods owed to them. Plaintiff and Aggrieved 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. In fact, when Plaintiff and Aggrieved Employees did try and take their meal and rest breaks, they would frequently get interrupted by management to complete tasks and be forced to abandon their breaks or not take them at all. Additionally, Plaintiffs and Aggrieved Employees worked over ten (10) or twelve (12) hours in a day without being authorized and permitted to take a second meal period or third rest period. Defendants did not pay Plaintiffs and Aggrieved Employees missed meal or rest period premiums.

Finally, Plaintiff and Aggrieved Employees were required to use their personal phones, vehicles and tools and equipment for work purposes and were not reimbursed for this use. For



instance, employees were often required to drive their own vehicles to different fields and were not reimbursed for this mileage. Additionally, Plaintiff and Aggrieved Employees would frequently use their cell phones to communicate with management when they were on the farm, as well as use some of their own tools in order to complete the tasks required.

As a result of Defendants' failure to pay Plaintiffs and Aggrieved Employees all minimum wages, overtime wages, and meal and rest period premiums owed, the wage statements Defendants issued were inaccurate. The wage statements 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, Plaintiffs and Aggrieved 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 Plaintiffs and Aggrieved Employees all 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 14, § 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 §§ 1194, 1197.1; IWC Wage Order 14, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants 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. 14, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.



Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 14, §§ 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. 14, 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. 14, 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. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 14, 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. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – 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, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.



Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages, meal and rest premiums, and paid sick time, 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 7 – 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.” Defendants failed to pay any reimbursements for Plaintiff and Aggrieved Employees’ required use of their personal vehicles, phones and tools work-related purposes. This was in violation of the law.

Count 8 – 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, Defendants, by and through Defendants’ 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. Steven Danna, and Joseph Danna were officers, directors, shareholders, and/or managing agents of Defendant Danna Farms, Inc. responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count 9 – 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. Defendants 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 10– 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, Defendants 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.

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: jlh
cc: Client via e-mail

1 *Guevara Sanchez v. Danna Farms, Inc.*

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

4 I, Allyssa Phonglom, declare that:

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

7 On December 22, 2021, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9 Danna Farms Inc. 10 1001 Feather River Blvd. 11 Olivehurst, CA 95961	Danna Farms Inc. 1001 Feather River Blvd. Plumas Lake, CA 95961
12 Steven Danna 13 1001 Feather River Blvd. 14 Olivehurst, CA 95961	Joseph Danna 1001 Feather River Blvd. Olivehurst, CA 95961

15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
16 and processing of correspondence for mailing with the United States Postal
17 Service and that each day's mail is deposited with the United States Postal
18 Service that same day in the ordinary course of business. On the date set forth
19 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.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

21 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
22 personally delivered via the following overnight courier service:_____.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct, and that this declaration was executed on December 22, 2021, at Elk Grove,
California.

25 
26 Allyssa Phonglom
27
28

EXHIBIT D

Date	Description	Amount
12/1/2021	Administration/Copy Fee - Phone, Fax, Scan, Copying, Non-Certified/Courier Postage, Westlaw Research Fees	\$500.00
12/21/2021	Payment to LWDA - PAGA Filing Fee	\$75.00
12/21/2021	Certified Mail - PAGA Letters to Employers	\$17.12
12/22/2021	One Legal Service Fee - E-Filing Complaint	\$15.75
12/22/2021	Payment to Court - Complaint Fee Superior Court	\$435.00
12/22/2021	Payment to Court - Complex Fees	\$1,000.00
1/4/2022	ALS Service Fee - Danna Farm inv 171018	\$86.80
1/11/2022	E-Filing Charge - One Legal Proof of Service of Summons to Court	\$17.09
1/14/2022	E-Filing Charge - Notice of Disassociation of Counsel	\$12.00
1/14/2022	E-Filing Charge - E-Serve Fee for Disassociation of Counsel to Opposing Counsel	\$1.00
1/14/2022	Payment to Court - Disassociation of Counsel	\$5.09
3/17/2022	One Legal Service Fee - E-Filing Stipulation to Amend	\$17.25
3/17/2022	Payment to Court - Stipulation to Amend	\$20.00
4/4/2022	Payment to Court - Jury Fees	\$150.00
4/4/2022	One Legal Service Fee - E-filing Jury Fees	\$17.25
5/12/2022	One Legal Service Fee - Amendment to complaint - order 18198054	\$121.47
8/8/2022	One Legal Service Fee - Stipulation \$20, #18679393	\$38.09
8/26/2022	One Legal Service Fee - Case Management Statement #18811091	\$16.57
9/22/2022	One Legal Service Fee - Notice 18967817	\$16.57
11/18/2022	E-Filing Charge - Joint Request	\$16.10
11/18/2022	One Legal Service Fee - Req proof of service 19328835	\$16.57
12/22/2022	E-Filing Charge - Joint CMC Statement	\$16.10
12/22/2022	Case Management Statement 19521262	\$16.57
1/4/2023	Court Call Appearance - 11640654	\$72.00
1/17/2023	Expenses - ILYM Group	\$289.82
6/20/2023	One Legal Service Fee - Case management statement order 20635179	\$17.04
6/25/2023	Court Call Appearance - Case Management Conference ID 11716079	\$72.00
6/29/2023	Mediation fee	\$2,250.00
9/13/2023	One Legal Service Fee - Case management statement order 21201420	\$15.70
10/6/2023	Court Call Appearance CMC 11751364	\$72.00
10/10/2023	One Legal Filing & Service Fee - Preliminary Approval Motion	\$121.27
11/20/2023	One Legal Service Fee - Case management statement order 21674309	\$15.70
Anticipated	One Legal Filing & Service Fee - Final Approval Motion	\$135.00
Anticipated	One Legal Service Fee - Compliance Declaration	\$25.00
TOTAL:		\$5,712.92

EXHIBIT E

EXHIBIT F

<u>TASK CATEGORY</u>				<u>GTS</u>	<u>JPR</u>	<u>RK</u>
<u>Pre-filing investigation, Pleadings, Admin Exhaustion, and Related Law & Motion.</u> Includes time spent during initial client meetings and review of claims and documents; Pre-filing investigation/research; Review of payroll records and prior filings against Defendant; Drafting pleadings, notices, administrative filings; Reviewing and responding to pleadings and court filings; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				6.2	17.3	0.5
<u>Case Review, Management, Strategy Meetings, Dispositive Motions.</u> Includes time spent discussing general plan of action updates and strategies in weekly meetings; Research and analysis regarding claim elements and issues affecting representative litigation; Preparing for case management conferences and related meet/confer, drafting of statements, and attendance for hearings; Reviewing minute orders and general correspondence from the Court regarding case management and assignments; Research regarding motion for certification, trial plan, and discovery schedule for CMC discussions; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				5.4	7.3	4
<u>Discovery (Pre-Mediation/Non-Mediation Related), Related Law & Motion, and Hearings.</u> Includes time spent preparing discovery requests, responses to discovery, Belaire Notices, Protective Orders, and Confidentiality Agreements; Research regarding discovery issues and objections; Research for, and preparing, informal discovery conference requests; Document review and analysis; Seek out witnesses for interviews and obtaining declarations; Review public records requests regarding prior labor commissioner filings and prior wage and hour lawsuits; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				3.4	13.5	29.4
<u>Discovery / Investigation for Mediation.</u> Includes time spent preparing informal/formal discovery specifically geared towards mediation; Reviewing informal mediation productions, including data, analyses, documents, and public records; Analyzing sample; Perform damages analysis; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				3.9	23.8	6.5
<u>Mediation / Settlement Conference / Direct Negotiations.</u> Includes time spent drafting/revising mediation brief and accompanying exhibits; Drafting pocket briefs; Review documents productions for potential exhibits; Preparing for and attending mediation; Legal research relating to issues on day of mediation; Preparing working draft of MOU; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				1.6	14	3.8
<u>Drafting Settlement Agreements.</u> Includes time spent preparing long form agreement and exhibits, revisions relating thereto; Research regarding any approval procedures or issues regarding disputed terms; Solicit and review settlement administrator bids; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				1.5	4.9	20.1
<u>Settlement Approval and Administration.</u> Includes time spent drafting motion for preliminary approval and supporting declarations and order; Class data and settlement calculation review; Speaking with Settlement Administrator regarding calculations, distributions, and final approval logistics; Pull filings for web address access and confirm all required filings posted; Review/revise class notice to conform with Court's orders; Review status reports from Settlement Administrator; Respond to Class Member calls and inquiries regarding the settlement; Draft Motion for Final Approval and supporting declarations, review and finalize exhibits relating thereto; Legal research regarding approval issues. Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same. Includes estimated 10 hours for JPR supervising final distributions and compliance with Court final approval order and attending compliance hearings.				3	28.1	31.4
Total:				25	108.9	95.7

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 Plaintiff RAFAEL GUEVARA SANCHEZ
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVCV21-01213

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 25, 2024
Time: 10:00 a.m.
Dept.: 4
Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021
FAC Filed: May 11, 2022
Trial Date: None Set

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 March 25, 2024, at 10:00 a.m., in Department 4 before the
4 Honorable Stephen W. Berrier, presiding. Named Plaintiff Rafael Guevara Sanchez (“Plaintiff”) filed
5 this putative class action on December 22, 2021. The operative Complaint alleges that Defendant
6 Danna Farms Inc. (“Defendant”) violated California law by 1) failing to pay overtime wages, 2) failing
7 to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing
8 to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements,
9 6) failing to timely pay all final wages, 7) failing to reimburse expenses for incurred expenses, and 8)
10 engaging in unfair competition. Plaintiff has also alleged Defendant is liable for a civil penalties under
11 the Private Attorneys General Act (“PAGA”) based on these violations. Plaintiff sought attorneys’
12 fees and costs as part of this Action. Defendant denied all of Plaintiff’s claims and denied that this
13 case was appropriate for class treatment. No class has been certified. The class settlement was
14 preliminarily approved by this Court on November 27, 2023.

15 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
16 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
17 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
18 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
19 in the Agreement. The Court, having received and considered Plaintiff’s Motion for Final Approval of
20 Class Action and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice
21 of Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
22 FOLLOWS:

23 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
24 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

25 The Court finds that certification of the following class for settlement purposes only is
26 appropriate under the California Code of Civil Procedure and related case law:

27 All non-exempt employees who have or continue to work for Defendants
28 in California from December 22, 2017, up to October 27, 2023.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition and the number of Class Members would make
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes
8 since there are questions of law and fact common to Class Members. The common questions of law or
9 fact in this case all stem from Plaintiff's contentions that Defendant caused the violations outlined above
10 by 1) failing to pay Plaintiff and Class Members all minimum wages and overtime wages due to
11 managers and supervisors making unauthorized reduction to the hours that Plaintiff and Class Members
12 worked, 2) failing to pay all daily and/or weekly overtime in accordance with the schedule outlined in
13 Wage Order 14 for employers with 26 or more employees, 3) failing to authorize and permit Plaintiff
14 and Class Members to take all meal and rest periods owed to them, 4) failing to authorize and permit
15 Plaintiff and Class Members to take their first meal period before the completion of the fifth hour
16 worked or take a second meal period or third rest period when they worked over ten (10) or twelve (12)
17 hours in a day, and 5) failing to reimburse Plaintiff and Class Members for using their cell phones,
18 vehicles and tools and equipment for work purposes. The PAGA, waiting time penalty, wage statement
19 violation, and unfair competition claims also derive from these violations. Additionally, Class
20 Members seek the same remedies under state law. The typicality requirement for settlement purposes is
21 also satisfied since the claims of the Class Representative is based on the same facts and legal theories as
22 those applicable to the class members.

23 The Court also finds that certifying the settlement class is required to avoid each Class Member
24 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
25 Members with relatively small individual claims and conserve the resources of the judicial system.

26 The Court finds that Plaintiff Rafael Guevara Sanchez and Plaintiff's counsel, Galen T. Shimoda,
27 Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
28

representatives of the settlement class. The Court appoints them as Class Representative and Class Counsel, respectively.

II. APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has again reviewed the preliminarily approved Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement is fair, reasonable, and adequate and falls within the range of reasonableness. The Court also finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also finds Class Members were able to object to the Agreement and its terms through the administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved Agreement.

No objections were made by Class Members and no Class members opted out of the settlement. Because the Court finds the Parties' settlement to have been agreed upon only after an extensive investigation and arms-length negotiations, and is an attempt to avoid farther delays and costs, the Court gives final approval to the Agreement and all terms therein as if stated here in full, including the \$275,000 Gross Settlement Amount.

The Court approves of the Twenty Thousand Dollars (\$20,000) 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 Aggrieved 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 Aggrieved 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 Sacramento Food Bank & Family Srvices. *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.

1 The releases and waivers for Class Members who do not opt out of being bound by the
2 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are
3 also approved by the Court as set forth in the Agreement.

4 Class Counsel sought an award of attorneys' fees of \$96,250, attorney's costs of \$5,712.92, an
5 Enhancement Payment to the Class Representative in the amount of \$15,000, and for Settlement
6 Administrator Costs in the amount of \$10,000.00. Defendant does not oppose these requests. The
7 Notice of Settlement sent to Class Members included information regarding these amounts and that they
8 would be requested in connection with final approval of the Agreement. Class Members have been
9 given the opportunity to object to these amounts and no objections have been submitted in any respect
10 whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly
11 rates, including prior fee awards in Sacramento County Superior Court at the requested rates, and the
12 amount of time expended in the litigation for the benefit of Class Members. The Court finds that the
13 rates requested, and hours expended, are reasonable. Although the evidence of prior fee awards was not
14 from Yuba County, Sacramento County is in very close proximity and judicial determinations from
15 Sacramento County are reliable indicators of the reasonable hourly rates in the community for this type
16 of work. The Court has also reviewed the updated itemized costs submitted by Class Counsel, the
17 information provided by the Class Representative regarding the efforts and burdens undertaken for the
18 benefit of the class, and the cost information provided by the Settlement Administrator in its declaration.
19 The Court finds that these amounts requested for attorneys' fees and costs, the Enhancement Payment,
20 and the Settlement Administrator Costs are fair and reasonable, and awarded as requested and deducted
21 from the gross settlement amount. This finding is further supported by the lack of objection by Class
22 Members to these amounts. The difference between the actual attorneys' costs and Settlement
23 Administrator Costs awarded and the originally allocated \$10,000 for attorney's costs and \$15,000 for
24 Settlement Administrator Costs will be added to the Net Settlement Amount pursuant to the terms of the
25 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 Plaintiff's Motion as
4 Exhibit A to the Declaration of Jeremy Talavera, fairly and adequately advised Class Members of the
5 terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number
6 of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how
7 to participate in the settlement, how to file documentation in opposition to the proposed settlement, and
8 when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and
9 proposed distribution of such notice in both the English and Spanish language by first class mail to each
10 identified Class Member at his or her most recent address based on a National Change of Address
11 database search from the Class Members' last known address and a skip trace on any Class Members
12 who have the Notice of Settlement returned as "undeliverable" or "not at this address" comports 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 3 calendar days after the Effective Date
24 Last day for Defendant to fund settlement	Within 30 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 Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement

Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved 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

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 Plaintiff RAFAEL GUEVARA SANCHEZ
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVCV21-01213

CLASS ACTION

PROOF OF SERVICE

Date: March 25, 2024

Time: 10:00 a.m.

Dept.: 4

Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021

FAC Filed: May 11, 2022

Trial Date: None Set

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

5 I, Shaniya Baird, 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 February 28, 2024, I served the following documents on the party below:

- 9 • **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL**
- 10 **APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- 11 • **MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF**
- 12 **PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND**
- 13 **PAGA SETTLEMENT**
- 14 • **DECLARATION OF JUSTIN P. RODRIGUEZ IN SUPPORT OF**
- 15 **PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND**
- 16 **PAGA SETTLEMENT**
- 17 • **DECLARATION OF RAFAEL GUEVARA SANCHEZ IN SUPPORT OF**
- 18 **PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND**
- 19 **PAGA SETTLEMENT**
- 20 • **DECLARATION OF JEREMY TALAVERA ON BEHALF OF CPT GROUP,**
- 21 **INC. REGARDING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF**
- 22 **CLASS ACTION AND PAGA SETTLEMENT**
- 23 • **EXHIBIT LIST AND EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION**
- 24 **FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- 25 • **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL**
- 26 **APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

27 Ronald H. Barsamian (SBN: 81531) 28 Patrick S. Moody (SBN: 156928) Barsamian & Moody 1141 West Shaw Avenue Ste. 104 Fresno, CA 93711 Phone: (559) 248-2360 Facsimile: (559) 248-2370 Email: ronbarsamian@aol.com pmoody@theemployerslawfirm.com smehrten@theemployerslawfirm.com choulihan@theemployerslawfirm.com	
--	--

29 [] [By Mail] I am familiar with my employer's practice for the collection and
30 processing of correspondence for mailing with the United States Postal
31 Service and that each day's mail is deposited with the United States Postal
32 Service that same day in the ordinary course of business. On the date set
33 forth above, I served the aforementioned document(s) on the parties in
34 said action by placing a true copy thereof enclosed in a sealed envelope
35 with postage thereon fully prepaid, for collection and mailing on this date,

1 following ordinary business practices, at Elk Grove, California, addressed
2 as set forth above.

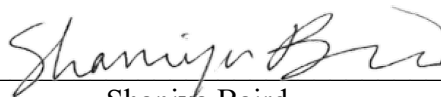
3 [] [By Personal Service] By personally delivering a true copy thereof to the
4 office of the addressee above.

5 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
6 above. No error was reported by the e-mail service that I used.

7 [] [By Overnight Courier] By causing a true copy and/or original thereof to
8 be personally delivered via the following overnight courier service: UPS.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct, and that this declaration was executed on February 28, 2024, at Salt Lake City,
11 Utah.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Shaniya Baird