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Attorneys for Plaintiffs

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

AMALIA NAVARRO CANTON,
CONCEPCION MORALES AZEVEDO, and
SONIA IMELDA NAVARRO CASTILLO,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons; JOSEFINA
MERCADO, and JESUS TORRES
RODRIGUEZ, individually, on behalf of all
others similarly situated,

Plaintiffs,

v.

JOHN B. SANFIEIPPO & SON, INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22CV-01145

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

Date: March 15, 2024
Time: 9:00 a.m.
Dept.: 8
Judge: Hon. Brian L. McCabe

1 I, Madely Nava, declare as follows:

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

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

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

1 4. On November 30, 2023, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On December 18, 2023, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 140 individuals.

9 6. In preparation for the mailing process, all 140 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On December 22, 2023, The Notice Packet was sent to all 140 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 5 returned Notice Packets as
20 undeliverable. Of the 5 returned Notice Packets, none were returned with a forwarding address.
21 Therefore, Apex conducted a computerized skip trace on the 5 returned Notice Packets in order to acquire
22 updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted in
23 obtaining 2 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First Class
24 Mail.

25 9. As of the date of this declaration, there have been 2 Notice Packets re-mailed as a result of Apex's
26 skip-tracing efforts.

27 10. As of the date of this declaration, 3 Notice Packets have been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was February 20, 2024.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was February 20, 2024.

5 13. As of the date of this declaration, Apex will report 140 Participating Class Members, constituting
6 100% of the total 140 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 22,196. The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$249,875.00 and was calculated by subtracting the requested attorneys' fees (\$162,500.00), the amount
10 requested for litigation costs and expenses (\$20,000.00), the five requested Enhancement Payments
11 (\$37,500.00), the requested Settlement Administration Costs (\$7,625.00), and the PAGA Payment
12 (\$10,000.00) from the Total Settlement Amount (\$487,500.00).

13 15. The *highest* Individual Settlement Share to a Participating Class Member is currently estimated
14 to be approximately \$2,875.53, the *average* Individual Settlement Share is currently estimated to be
15 approximately \$1,784.82, and the *lowest* Individual Settlement Share is currently estimated to be
16 approximately \$6.43. These amounts are subject to employee-side tax and withholdings.

17 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$2,500.00) will be allocated to
18 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
19 cannot opt out of the PAGA settlement. There are 98 Aggrieved Employees who worked a total of
20 7,117.43 weeks during the PAGA Period.

21 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$34.12, the
22 *average* individual PAGA share is approximately \$25.51, and the *lowest* individual PAGA share is
23 approximately \$0.20.

24 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$7,625.00. Apex will proceed with additional tasks related to this
26 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
27 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
28 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed this 22nd day of February
3 2024, in Irvine, California.

4
5
6 
7 MADELY NAVA

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

Canton et al v. John B. Sanfilippo and Son, Inc.
Merced County Superior Court
Case No. 22CV-01145

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS
MAY BE AFFECTED BY THE PROPOSED SETTLEMENT
DESCRIBED IN THIS NOTICE**

A court authorized this Notice. This is not a solicitation. This is not a lawsuit against you, and you are not being sued. However, your legal rights may be affected whether you act or not.

TO: «First_Name» «Last_Name»
«Address_1», «City» «State»

I. WHY SHOULD I READ THIS NOTICE?

You received this Notice because your employment records indicate that you are eligible to receive a settlement payment as a Class Member under the proposed Settlement in the lawsuit titled *Canton et al. v. John B. Sanfilippo and Son, Inc.* (the “Lawsuit”) which is pending in Merced County Superior Court (the “Court”) as Case No. 22CV-01145.

This Notice is of a proposed settlement of a class action lawsuit and advises you of how you can either participate in this settlement to receive your share of the settlement proceeds, or how you can exclude yourself from the settlement.

II. WHAT IS THE LAWSUIT ABOUT?

Plaintiffs Amalia Navarro Canton, Concepcion Morales Azevedo, Sonia Imelda Navarro Castillo, Josefina Mercado, and Jesus Torres Rodriguez (the “Plaintiffs”) and John B. Sanfilippo and Son, Inc. (“JBSS”) are parties to *Canton et al. v. John B. Sanfilippo and Son, Inc.*, which is pending in Merced County Superior Court (the “Court”). The Plaintiffs brought this action on behalf of themselves and other similarly situated employees. In summary, the Plaintiffs alleged claims for: (1) failure to pay minimum wage and straight time wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wage statements, (7) failure to indemnify employees for expenditures, (8) unfair business practices, and (9) civil penalties under PAGA.

Defendant has denied each and every allegation made by the Plaintiffs. The Court has not reached any decisions concerning the merits of the Lawsuit, and the Court has not ruled for or against the Plaintiffs as to the merits of any of their individual or class claims.

III. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	Class Members will not have to submit a claim form to receive a settlement payment. If you desire to participate in the settlement and receive your share of the settlement proceeds, you need not do anything and will receive a settlement payment. You will be bound by the Settlement Agreement, and you will give up the claims that are released by the Settlement Agreement. <i>See Section VIII</i> below for additional information.
Exclude Yourself	You are entitled to exclude yourself from the Settlement Class by timely submitting a valid, completed, signed Request for Exclusion Form. If you exclude yourself from the Settlement Class, you will not receive any payment under the Settlement. You will retain all of the claims that will be released by members of the Settlement Class. <i>See Section X</i> below for additional information.
Object	You are entitled to submit a timely written objection to the settlement. If the Settlement Agreement is approved after your objection, you will remain a member of the Settlement Class and will give up the claims that are released by the Settlement Agreement. <i>See Section XI</i> below for additional information.

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

IV. WHO IS COVERED BY THE CLASS ACTION LAWSUIT AND THE PROPOSED SETTLEMENT?

The Lawsuit is being settled as a class action. In a class action, the plaintiffs, also referred to as class representatives, sue on behalf of themselves and other persons with similar claims. The Court has conditionally approved a class for settlement purposes only. The settlement class (“Settlement Class”) is defined as follows:

All current and former non-exempt employees of John B. Sanfilippo and Son, Inc. (“JBSS”) within the State of California at any point from April 27, 2018 through March 19, 2023.

If the Court approves the settlement, the settlement will bind all members of the Settlement Class who have not excluded themselves from the Settlement Class. The Court has not yet determined that the Lawsuit could be litigated as a class action. If the Court does not approve this settlement, the conditional class certification will have no effect or precedential value in any subsequent proceedings in the Lawsuit or in any other litigation.

V. THE PROPOSED SETTLEMENT

The proposed Settlement was negotiated by the attorneys for the Class (“Class Counsel”) and the Defendant (“Defendant’s Counsel”). Class Counsel believes that this Settlement is the best interest of the members of the Settlement Class. The proposed Settlement has two main parts: (1) a Class Settlement of Individual Class Payments, and (2) a PAGA Settlement of Individual PAGA Class Payments and penalties to the California Labor and Workforce Development Agency (“LWDA”).

The “Total Settlement Amount” of this action is \$487,500.00. In exchange for the release of claims (explained in *Section VI*, below) and dismissal of the Lawsuit with prejudice, JBSS will provide the members of the Settlement Class monetary compensation of the Total Settlement Amount, less amounts awarded by the Court for attorneys’ fees and costs; settlement administration costs; PAGA penalty amount and class representative payments awarded by the Court to the Plaintiffs. This remaining amount, payable to the Settlement Class, is the “Net Settlement Amount.” The deductions from the Total Settlement Amount are as follows:

1. Class Counsel’s Attorneys’ Fees and Costs. You do not need to pay any portion of the attorneys’ fees and costs incurred in this Lawsuit. Class Counsel will ask the Court to award attorneys’ fees of up to \$162,500.00 (1/3 of the Total Settlement Value), and a cost award of up to \$25,000.00.
2. Plaintiffs’ Service Award. Class counsel will ask the Court to authorize a Class Representative Payment of \$7,500.00 for each of the five (5) Plaintiffs, for a total of \$37,500.00. Plaintiffs will also be entitled to receive their respective shares of the Net Settlement Amount.
3. Settlement Administration Costs. The Settlement Administrator will be paid no more than \$7,625.00 for administering the proposed settlement, which includes such work as mailing this Notice, establishing and maintaining a settlement website, calculating Settlement Class Member Payments, mailing checks and tax forms, and reporting final data to the parties and to the Court.
4. PAGA Civil Penalty Amount. The California Labor and Workforce Development Agency (“LWDA”) will be paid civil penalties in the amount of \$10,000.00 pursuant to the Private Attorneys General Act of 2004 (“PAGA”).

VI. HOW MUCH CAN I EXPECT TO RECEIVE?

Assuming the Court approves the maximum amounts sought to be deducted from the Total Settlement Amount, the Net Settlement Amount is estimated at \$244,875.00, with the average being approximately \$1,749.11 per Settlement Class Member prior to tax withholdings. Based on JBSS’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$«Est_Class_PMT» (less withholding) and your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT». The actual amount you may receive likely will be different and will depend on an number of factors. The above estimates are based on JBSS’s records that you worked «Class_Weeks» **workweeks** during the Class Period and «PAGA_Weeks» **workweeks** during the PAGA Period. The amount payable to each individual will vary, as explained below.

Individual Class Payments and Individual PAGA Class Payments will be higher or lower depending on the number of workweeks that each Settlement Class Member worked. Specifically,

- Individual Class Payments – Each Settlement Class Member’s Settlement Share shall be calculated by first summing (i) the number of workweeks he or she worked in a non-exempt position in California from April 27, 2018 through March 19, 2023. The sum of shall be the Settlement Class Member’s “Workweeks.” The combined Workweeks of all Settlement Class Member shall be the “Aggregate Workweeks.” Each Settlement Class Member’s “Settlement Share Multiplier” shall be determined by dividing his or her Workweeks by the Aggregate Workweeks. Each Settlement Class Member’s Settlement Share Multiplier shall then be multiplied by the Net Settlement Amount. The resulting product will be the Settlement Class Member’s “Individual Class Payment.”
- Individual PAGA Class Payments – Each Settlement Class Member’s PAGA Settlement Share shall be calculated by first summing: (i) the number of workweeks he or she worked in a non-exempt position in California from May 9, 2021 through March 19, 2023. The sum of shall be the Settlement Class Member’s “PAGA Workweeks.” The combined PAGA Workweeks of all Settlement Class Member shall be the “Aggregate PAGA Workweeks.” Each Settlement Class Member’s “PAGA Settlement Share Multiplier” shall be determined by dividing his or her PAGA Workweeks by the Aggregate PAGA Workweeks. Each Settlement Class Member’s PAGA Settlement Share Multiplier shall then be multiplied by \$0.35. The resulting product will be the Settlement Class Member’s “Individual PAGA Class Payment.”

The check for your Individual Class Payment and Individual PAGA Class Payment will be mailed by U.S. Mail to your most current known mailing address within fifteen (15) days after the Court enters Final Judgment and: (i) any appeals of the judgment are exhausted; or (ii) if no appeal is filed, the period for timely filing an appeal has expired. The earliest date on which the Final Judgment will become final is March 15, 2024.

Plaintiffs and JBSS are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to [e.g., interest, etc.] (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiffs and JBSS have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

VII. SETTLEMENT CLASS REPRESENTATIVES AND CLASS COUNSEL

The Court has appointed the Plaintiffs as Settlement Class Representatives to represent the Settlement Class. The Court has appointed the following attorneys to represent the Settlement Class as Class Counsel:

Justin F. Marquez, Esq.
Benjamin H. Haber, Esq.
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

VIII. HOW WILL MY RIGHTS BE AFFECTED IF I DO NOT EXCLUDE MYSELF?

If the Court approves the settlement and it becomes Final, the Plaintiffs and all members of the Settlement Class who have not excluded themselves: (i) shall be deemed to have agreed that, except for the obligations imposed by this settlement, Defendants shall be forever released and discharged from all Released Claims (as defined below) and all Released PAGA Claims (as defined below), and (ii) shall be barred and enjoined from suing the Released Parties (as defined below) for any liability in any way related to or arising out of any Released Claim or Released PAGA Claim.

“Released Claims” are defined as: claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees or costs, damages, actions or causes of action which are reasonably related to the allegations and claims asserted in the Action and the Operative Complaint, arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, claims for restitution and other equitable relief and/or other provisions of law, failure to pay overtime wages, failure to pay minimum wages, failure to pay straight time wages, failure to provide compliant meal periods and associated premium pay, failure to authorize and permit compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq., conversion or theft of labor, declaratory relief, accounting, injunctive relief, claims for penalties of any nature whatsoever, or any other benefit claimed, on account of allegations and claims which are reasonably related to the allegations and claims asserted in the Operative Complaint. The release shall not apply to claims for workers’ compensation benefits, unemployment insurance benefits, or any other claim or right that as a matter of law cannot be waived or released.

“Released PAGA Claims” are defined as: any and all claims for civil penalties under California Labor Code § 2698, et seq. (“PAGA”), arising out of the facts alleged in the LWDA Letter, arising during the PAGA Period, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses.

“Released Parties” means: JBSS and all of its present, former and future parent companies, predecessors, successors, subsidiaries, affiliates, shareholders, trustees, fiduciaries directors, officers, agents, employees, attorneys, insurers, and assigns of any of the foregoing.

IX. FINAL APPROVAL HEARING

A hearing (the “Final Approval Hearing”) has been scheduled on March 15, 2024, before the Court, Hon. Brian McCabe, in Courtroom 8 of the Merced County Superior Court, located at 2260 N Street, Merced, CA 95340, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to members of the Settlement Class; (2) whether the application of Settlement Class Counsel for an award of attorneys’ fees and costs should be approved and in what amount; (3) whether the application for incentive awards for Plaintiffs should be approved and in what amount; (4) whether the settlement administrator’s fees and costs should be approved and in what amount; (5) whether the LWDA Payment should be approved; and (6) whether a proposed Final Approval Order should be entered, dismissing the Lawsuit with prejudice. The motion for final approval will be on file with the Court no later than ten (10) days before the hearing and will be available for review after that date. The hearing may be continued (moved to another date) without further notice to the Class Members. It is not necessary for you to appear at this hearing, but you will likely want to appear if you have submitted an objection.

X. RIGHT TO BE EXCLUDED FROM THE SETTLEMENT

You may exclude yourself from the Settlement Class. To do so, you must provide written notice including: (1) *Canton et al v. John B. Sanfilippo and Son, Inc.*, Merced County Superior Court, Case No. 22CV-01145; (2) full name, signature, address, telephone number and last four digits of the social security number of the excluder; (3) dates of employment; and (4) clearly state that the excluder does not wish to be included in the Class Settlement and that the excluder is opting out of the Settlement Class; and return it to the Settlement

Administrator at the address set forth in *Section XII* of this Notice, postmarked no later than February 20, 2024. If you request to be excluded from the settlement, you will not receive any benefit from the settlement, and you will not release any claims.

Any member of the Settlement Class who does not provide the Settlement Administrator with timely written notice that he or she is opting out of the Settlement Class shall be bound by all the terms and conditions of the settlement, including without limitation, the releases provided for in the Settlement Agreement and any Final Judgment entered by the Court.

XI. RIGHT TO OBJECT TO SETTLEMENT

If you are a Class Member, and you do not request exclusion from the settlement, you may object to the settlement before final approval of the settlement by the Court. However, if the Court rejects your objection, you will still be bound by the terms of the settlement, including the release, unless you have submitted a valid and timely request for exclusion. If you choose to object to the settlement, you may do so yourself or through an attorney that you hire and pay for yourself. Your objection shall include a written statement stating the: (1) *Canton et al v. John B. Sanfilippo and Son, Inc.*, Merced County Superior Court, Case No. 22CV-01145; (2) full name, signature, address, telephone number and last four digits of the social security number of the objector; (3) dates of employment; (4) reason(s) for any objection(s), including any and all documentation which support your objection(s); and (5) if the objector is represented by counsel, the name(s) and address(es) of the objector's counsel. **DO NOT FILE ANY OBJECTIONS WITH THE COURT.** Instead, you or your attorney must submit your written objection to the Settlement Administrator by mail and serve it on counsel for all Parties by no later than February 20, 2024, as follows:

Settlement Class Counsel:

Justin F. Marquez, Esq.

Benjamin H. Haber, Esq.

Wilshire Law Firm, PLC

3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010

Defense Counsel:

Scott K. Dauscher, Esq.

Atkinson, Andelson, Loya, Ruud

12800 Center Court Drive, Suite 300

Cerritos, California 90703

Jeffrey A. Risch, Esq.

AMUNDSEN DAVIS LLC

3815 East Main Street, Suite A-1

St. Charles, Illinois 60174

XII. SETTLEMENT ADMINISTRATOR

The settlement process will be administered by Apex Class Action LLC (the "Settlement Administrator"), a company that provides settlement and administration services. The Court has approved Apex Class Action LLC to act as the Settlement Administrator for purposes of this settlement. Any notices to the Administrator should be sent to:

Apex Class Action, LLC

P.O. Box 54668

Irvine, CA 92619

XIII. IMPORTANT SETTLEMENT DATES AND DEADLINES

The following are important dates and deadlines under the proposed settlement:

Exclusion Deadline: February 20, 2024

Objection Deadline: February 20, 2024

Final Approval Hearing: March 15, 2024

Cash Payment Checks: The front of every check issued for Individual Class Payment and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled.

XIV. ADDITIONAL INFORMATION

For more detailed information concerning the matters involved in the Lawsuit, please refer to the pleadings, the Settlement Agreement, the Orders entered in the Lawsuit, and to the other papers filed in the Lawsuit. These are available from the administrator by calling Toll-Free: (800) 355-0700. They may also be inspected in person at the Office of the Clerk of the Merced County Superior Court, during regular business hours.

Any questions concerning the matters contained in this Notice may be directed to the Settlement Administrator or Settlement Class Counsel (at the addresses set forth above in *Sections VII and XII* of this Notice). You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

**Do Not Call Or Write The Court To Obtain Copies Of Documents
Or To Ask Questions About The Settlement.**

AVISO DE ACUERDO DE DEMANDA COLECTIVA Y AUDIENCIA DE APROBACIÓN FINAL

Canton et al. vs. John B. Sanfilippo and Son, Inc.
Tribunal Superior del Condado de Merced
Caso No. 22CV-01145

**POR FAVOR LEA ESTE AVISO COMPLETO DETENIDAMENTE.
SUS DERECHOS PUEDEN SER AFECTADOS POR EL ACUERDO PROPUESTO
DESCRITO EN ESTE AVISO**

*Un tribunal autorizó este Aviso. Esto no es una solicitud. Esta no es una demanda contra usted y no está siendo demandado.
Sin embargo, sus derechos legales pueden verse afectados ya sea que usted actúe o no.*

PARA: «First_Name» «Last_Name»
«Address_1», «City», «State» «Zip»

VI. ¿POR QUÉ DEBO LEER ESTE AVISO?

Usted recibió este Aviso porque sus registros laborales indican que es elegible para recibir un pago del acuerdo como Miembro del Grupo en virtud del Acuerdo propuesto en la demanda titulada *Canton et al. vs. John B. Sanfilippo and Son, Inc.* (la “Demanda”) que está pendiente en el Tribunal Superior del Condado de Merced (el “Tribunal”) como Caso No. 22CV-01145.

Este Aviso es de una propuesta de acuerdo de una demanda colectiva y le informa cómo usted puede participar en este acuerdo para recibir su parte de los ingresos del acuerdo o cómo puede excluirse del acuerdo.

VII. ¿DE QUÉ SE TRATA LA DEMANDA?

Los Demandantes Amalia Navarro Canton, Concepción Morales Azevedo, Sonia Imelda Navarro Castillo, Josefina Mercado y Jesús Torres Rodríguez (los “Demandantes”) y John B. Sanfilippo and Son, Inc. (“JBSS”) son partes en *Canton et al. vs. John B. Sanfilippo and Son, Inc.*, que está pendiente en el Tribunal Superior del Condado de Merced (el “Tribunal”). Los Demandantes entablaron esta acción en nombre de ellos mismos y de otros empleados en situación similar. En resumen, los Demandantes alegaron reclamos por: (1) falta de pago del salario mínimo y salarios regulares, (2) falta de pago de salarios por horas extras, (3) falta de provisión de períodos para comer, (4) falta de autorización y permiso de períodos de descanso, (5) falta de pago oportuno de los salarios finales al momento del despido, (6) falta de proporcionar declaraciones salariales detalladas y precisas, (7) falta de indemnización a los empleados por gastos, (8) prácticas comerciales desleales y (9) sanciones civiles según PAGA.

El Demandado ha negado todas y cada una de las acusaciones hechas por los Demandantes. El Tribunal no ha llegado a ninguna decisión sobre los méritos de la Demanda, y el Tribunal no se ha pronunciado a favor o en contra de los Demandantes en cuanto a los méritos de ninguno de sus reclamos individuales o colectivos.

VIII. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
Hacer Nada	Los Miembros del Grupo no tendrán que presentar un formulario de reclamación para recibir un pago del acuerdo. Si usted desea participar en el acuerdo y recibir su parte de los ingresos del acuerdo, no necesita hacer nada y recibirá un pago del acuerdo. Usted estará obligado por el Acuerdo de Conciliación y renunciará a los reclamos liberados por el Acuerdo de Conciliación. <i>Consulte la Sección VIII</i> a continuación para obtener información adicional.
Excluirse	Usted tiene derecho a excluirse del Grupo del Acuerdo presentando oportunamente un Formulario de Solicitud de Exclusión válido, completo y firmado. Si usted se excluye del Grupo del Acuerdo, no recibirá ningún pago en virtud del Acuerdo. Usted conservará todos los reclamos que serán liberados por los Miembros del Grupo del Acuerdo. <i>Consulte la Sección X</i> a continuación para obtener información adicional.
Objetar	Usted tiene derecho a presentar una objeción escrita oportuna al acuerdo. Si el Acuerdo de Conciliación se aprueba después de su objeción, usted seguirá siendo Miembro del Grupo del Acuerdo y renunciará a los reclamos liberados por el Acuerdo de Conciliación. <i>Consulte la Sección XI</i> a continuación para obtener información adicional.

JBSS no tomará represalias contra usted por ninguna acción que tome con respecto al Acuerdo propuesto.

IX. ¿QUIÉN ESTÁ CUBIERTO POR LA DEMANDA COLECTIVA Y EL ACUERDO PROPUESTO?

La Demanda se está resolviendo como una demanda colectiva. En una demanda colectiva, los Demandantes, también conocidos como representantes del grupo, demandan en nombre de ellos mismos y de otras personas con reclamaciones similares. El Tribunal ha aprobado condicionalmente un Grupo para fines del acuerdo únicamente. El grupo del acuerdo (“Grupo del Acuerdo”) se define de la siguiente manera:

Todos los empleados no exentos actuales y anteriores de John B. Sanfilippo and Son, Inc. ("JBSS") dentro del estado de California en cualquier momento desde el 27 de abril de 2018 hasta el 19 de marzo de 2023.

Si el Tribunal aprueba el acuerdo, el acuerdo vinculará a todos los Miembros del Grupo del Acuerdo que no se hayan excluido del Grupo del Acuerdo. El Tribunal aún no ha determinado si la Demanda podría litigarse como una demanda colectiva. Si el Tribunal no aprueba este acuerdo, la certificación de clase condicional no tendrá efecto ni valor precedente en ningún procedimiento posterior en la Demanda o en cualquier otro litigio.

X. EL ACUERDO PROPUESTO

El Acuerdo propuesto fue negociado por los abogados del Grupo ("Abogados del Grupo") y el Demandado ("Abogados del Demandado"). Los Abogados del Grupo creen que este Acuerdo es lo mejor para los miembros del Grupo del Acuerdo. El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo de Pagos Individuales del Grupo y (2) un Acuerdo PAGA de Pagos PAGA Individuales del Grupo y sanciones de la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California ("LWDA").

El "Monto Total del Acuerdo" de esta acción es \$487,500.00. A cambio de la liberación de las reclamaciones (explicadas en la Sección VI, a continuación) y la desestimación de la Demanda con perjuicio, JBSS proporcionará a los Miembros del Grupo del Acuerdo una compensación monetaria del Monto Total del Acuerdo, menos los montos otorgados por el Tribunal por honorarios de abogados, y costos; costos de administración del acuerdo; monto de la multa PAGA y pagos a los representantes del grupo otorgados por el Tribunal a los Demandantes. Este monto restante, pagadero al Grupo del Acuerdo, es el "Monto Neto del Acuerdo". Las deducciones del Monto Total del Acuerdo son las siguientes:

5. Honorarios y Costos de Abogados para los Abogados del Grupo. Usted no necesita pagar ninguna parte de los honorarios y costos de los abogados incurridos en esta Demanda. Los Abogados del Grupo solicitarán al Tribunal que conceda honorarios de abogados de hasta \$162,500.00 (1/3 del Monto Total del Acuerdo) y una indemnización de costos de hasta \$25,000.00.
6. Pagos por Servicios de los Demandantes. Los Abogados del Grupo solicitarán al Tribunal que autorice un Pago a los Representantes del Grupo de \$7,500.00 para cada uno de los cinco (5) Demandantes, para un total de \$37,500.00. Los Demandantes también tendrán derecho a recibir sus respectivas partes del Monto Neto del Acuerdo.
7. Costos de Administración del Acuerdo. El Administrador del Acuerdo no recibirá más de \$7,625.00 por administrar el acuerdo propuesto, que incluye trabajo como enviar por correo este Aviso, establecer y mantener un sitio web del acuerdo, calcular los Pagos de los Miembros del Grupo del Acuerdo, enviar cheques y formularios de impuestos, y reportar los datos finales a las partes y ante el Tribunal.
8. Monto de las Sanciones Civiles PAGA. La Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California ("LWDA") recibirá sanciones civiles por un monto de \$10,000.00 de conformidad con la Ley General del Fiscal General Privado de 2004 ("PAGA").

VI. ¿CUÁNTO PUEDO ESPERAR RECIBIR?

Suponiendo que el Tribunal apruebe los montos máximos que se pretende deducir del Monto Total del Acuerdo, el Monto Neto del Acuerdo se estima en \$244,875.00, siendo el promedio aproximadamente \$1,749.11 por Miembro del Grupo del Acuerdo antes de las retenciones de impuestos. Según los registros de JBSS y las suposiciones actuales de las Partes, se estima que su Pago Individual del Grupo será de \$«Est_Class_PMT» (menos la retención) y su Pago Individual PAGA se estima de \$«Est_PAGA_PMT». Es probable que la cantidad real que pueda recibir sea diferente y dependerá de varios factores. Las estimaciones anteriores se basan en los registros de JBSS de que usted trabajó «Class_Weeks» **semanas laborales** durante el Período del Grupo y «PAGA_Weeks» **semanas laborales** durante el Período PAGA. El monto pagadero a cada individuo variará, como se explica a continuación.

Los Pagos Individuales del Grupo y los Pagos Individuales del Grupo PAGA serán mayores o menores dependiendo del número de semanas laborales que trabajó cada Miembro del Grupo del Acuerdo. Específicamente,

- Pagos Individuales del Grupo: la Parte del Acuerdo de cada Miembro del Grupo del Acuerdo se calculará sumando primero (i) el número de semanas laborales que trabajó en un puesto no exento en California desde el 27 de abril de 2018 hasta el 19 de marzo de 2023. La suma de éstas serán las "Semanas Laborales" del Miembro del Grupo del Acuerdo. Las Semanas Laborales combinadas de todos los Miembros del Grupo del Acuerdo serán las "Semanas Laborales Agregadas". El "Multiplicador de la Parte del Acuerdo" de cada Miembro del Grupo del Acuerdo se determinará dividiendo sus Semanas Laborales entre las Semanas Laborales Agregadas. El Multiplicador de la Parte del Acuerdo de cada Miembro del Grupo del Acuerdo se multiplicará por el Monto Neto del Acuerdo. El producto resultante será el "Pago Individual del Grupo" del Miembro del Grupo del Acuerdo.
- Pagos Individuales del Grupo PAGA: la Parte del Acuerdo PAGA de cada Miembro del Grupo del Acuerdo se calculará sumando primero: (i) el número de semanas laborales que trabajó en un puesto no exento en California desde el 9 de mayo de 2021 hasta el 19 de marzo de 2023. La suma de éstas serán las "Semanas Laborales PAGA" del Miembro del Grupo del Acuerdo. Las Semanas Laborales PAGA combinadas de todos los Miembros del Grupo del Acuerdo serán las "Semanas Laborales PAGA Agregadas". El "Multiplicador de la Parte del Acuerdo PAGA" de cada Miembro del Grupo del Acuerdo se determinará dividiendo sus Semanas Laborales PAGA entre las Semanas Laborales PAGA Agregadas.

El Multiplicador de la Parte del Acuerdo PAGA de cada Miembro del Grupo del Acuerdo se multiplicará por \$0.35. El producto resultante será el “Pago Individual del Grupo PAGA” del Miembro del Grupo del Acuerdo.

El cheque para su Pago Individual de Grupo y Pago Individual de Grupo PAGA se enviará por correo postal de EE. UU. a su dirección postal conocida más actual dentro de los quince (15) días posteriores a que el Tribunal el Fallo Definitivo y: (i) se agoten todas las apelaciones del fallo; o (ii) si no se presenta apelación, el plazo para presentar oportunamente una apelación ha vencido. La fecha más temprana en la que el Fallo Definitivo quedará firme es el 15 de marzo de 2024.

Los Demandantes y JBSS solicitan al Tribunal que apruebe una asignación del 20% de cada Pago Individual de Grupo a los salarios sujetos a impuestos (“Porción Salarial”) y del 80 % a [por ejemplo, intereses, etc.] (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y se informará en los formularios W-2 del IRS. Los Pagos PAGA Individuales se cuentan como sanciones en lugar de salarios a efectos fiscales. El Administrador del Acuerdo reportará los Pagos PAGA Individuales y las Porciones No Salariales de los Pagos Individuales del Grupo en los Formularios 1099 del IRS. Aunque los Demandantes y JBSS aceptaron estas asignaciones, ninguna de las partes le brinda ningún consejo sobre si sus pagos están sujetos a impuestos o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las multas y los intereses sobre impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

XV. REPRESENTANTES DEL GRUPO DEL ACUERDO Y ABOGADOS DEL GRUPO

El Tribunal ha designado a los Demandantes como Representantes del Grupo del Acuerdo para representar al Grupo del Acuerdo. El Tribunal ha designado a los siguientes abogados para representar al Grupo del Acuerdo como Abogados del Grupo:

Justin F. Marquez, Esq.
Benjamin H. Haber, Esq.
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

XVI. ¿CÓMO SE AFECTARÁN MIS DERECHOS SI NO ME EXCLUYO?

Si el Tribunal aprueba el acuerdo y se convierte en Definitivo, los Demandantes y todos los Miembros del Grupo del Acuerdo que no se hayan excluido: (i) se considerará que han acordado que, excepto por las obligaciones impuestas por este acuerdo, los Demandados serán para siempre liberados y exonerados de todas las Reclamación Liberadas (como se define a continuación) y todas las Reclamaciones PAGA Liberadas (como se define a continuación), y (ii) tendrá prohibido demandar a las Partes Liberadas (como se define a continuación) por cualquier responsabilidad de cualquier manera relacionada con o que surja de cualquier Reclamación Liberada o Reclamación PAGA Liberada.

Las “Reclamaciones Liberadas” se definen como: reclamos, deudas, responsabilidades, demandas, obligaciones, garantías, costos, gastos, honorarios o costas de abogados, daños, acciones o causas de acción que estén razonablemente relacionados con las alegaciones y reclamos planteados en la Acción y Demanda Operativa, que surja durante el Período del Grupo, incluyendo, entre otros, reclamaciones bajo el Código Laboral de California, Órdenes Salariales de la Comisión de Bienestar Industrial de California, regulaciones, reclamos de restitución y otras reparaciones equitativas y/u otras disposiciones de la ley, falta de pago salarios por horas extras, falta de pago de salarios mínimos, falta de pago de salarios regulares, falta de proporcionar períodos de comida y pagos de primas asociados que cumplen con los requisitos, falta de autorización y permiso para períodos de descanso y pagos de primas asociados que cumplen con los requisitos, falta de proporcionar declaraciones salariales que cumplen con los requisitos, falta de cumplimiento oportuno pagar salarios al terminar el empleo, no pagar los salarios a tiempo durante el empleo, no mantener los registros de nómina necesarios, no reembolsar los gastos comerciales necesarios, prácticas comerciales injustas o ilegales en violación del Código de Negocios y Profesiones de California § 17200, et seq., conversión o robo de mano de obra, reparación declarativa, contable, medidas cautelares, reclamos por sanciones de cualquier naturaleza, o cualquier otro beneficio reclamado, por motivo de alegaciones y reclamos que estén razonablemente relacionados con los alegatos y reclamos planteados en la Demanda Operativa. La liberación no se aplicará a reclamos de beneficios de compensación laboral, beneficios de seguro de desempleo o cualquier otro reclamo o derecho que por ley no pueda renunciarse o liberarse.

Las “Reclamaciones PAGA liberadas” se definen como: todos y cada una de las reclamaciones por sanciones civiles según el Código Laboral de California § 2698, et seq. (“PAGA”), que surge de los hechos alegados en la Carta de la LWDA, que surgen durante el Período PAGA, por falta de pago de salarios por horas extras, falta de pago de salarios mínimos, falta de cumplimiento de los períodos de comida y pago de primas asociados, falta de provisión cumplir con los períodos de descanso y el pago de primas asociado, no proporcionar declaraciones salariales que cumplan, no pagar los salarios a tiempo al terminar el empleo, no pagar los salarios a tiempo durante el empleo, no mantener los registros de nómina necesarios y no reembolsar los gastos comerciales necesarios.

Las “Partes Liberadas” constituyen: JBSS y todas sus compañías matrices presentes, anteriores y futuras, predecesoras, sucesoras, subsidiarias, afiliadas, accionistas, fideicomisarios, directores fiduciarios, funcionarios, agentes, empleados, abogados, aseguradores y cesionarios de cualquiera de las precedente.

XVII. AUDIENCIA DE APROBACIÓN FINAL

Se ha programado una audiencia (la “Audiencia de Aprobación Final”) para el 15 de marzo de 2024 ante el Tribunal, Excmo. Brian McCabe, en la Sala 8 del Tribunal Superior del Condado de Merced, ubicada en 2260 N Street, Merced, CA 95340, durante el cual el Tribunal determinará: (1) si el acuerdo propuesto debe aprobarse como justo, razonable y adecuado para los Miembros del Grupo del

Acuerdo; (2) si se debe aprobar la solicitud de los Abogados del Grupo del Acuerdo para una concesión de honorarios y costos de abogados y en qué monto; (3) si se debe aprobarse la solicitud de Pago por Servicio a los Demandantes y en qué monto; (4) si los honorarios y costos del Administrador del Acuerdo deben aprobarse y en qué monto; (5) si se debe aprobar el Pago LWDA; y (6) si se debe dictar una Orden de Aprobación Final propuesta, desestimando la Demanda con prejuicio. La moción para la Aprobación Final se presentará ante el Tribunal a más tardar diez (10) días antes de la audiencia y estará disponible para revisión después de esa fecha. La audiencia puede continuarse (trasladarse a otra fecha) sin previo aviso a los Miembros del Grupo. No es necesario que usted se presente en esta audiencia, pero probablemente querrá hacerlo si ha presentado una objeción.

XVIII. DERECHO A SER EXCLUIDO DEL ACUERDO

Usted puede excluirse del Grupo del Acuerdo. Para hacerlo, debe proporcionar una notificación por escrito que incluya: (1) *Canton et al vs. John B. Sanfilippo and Son, Inc.*, Tribunal Superior del Condado de Merced, Caso No. 22CV-01145; (2) nombre completo, firma, dirección, número de teléfono y últimos cuatro dígitos del número de seguro social del excluido; (3) fechas de empleo; y (4) declarar claramente que el excluidor no desea ser incluido en el Acuerdo del Grupo y que el excluidor opta por no participar en el Acuerdo del Grupo; y devolverlo al Administrador del Acuerdo a la dirección establecida en la *Sección XII* de este Aviso, con matasellos a más tardar el 20 de febrero de 2024. Si solicita ser excluido del acuerdo, no recibirá ningún beneficio del acuerdo y no liberará ningún reclamo.

Cualquier Miembro del Grupo del Acuerdo que no proporcione al Administrador del Acuerdo una notificación por escrito oportuna de que está optando por no participar en el Grupo del Acuerdo estará obligado por todos los términos y condiciones del acuerdo, incluidas, entre otras, las liberaciones previstas en el Acuerdo de Conciliación y cualquier Sentencia Final dictada por el Tribunal.

XIX. DERECHO A OBJETAR AL ACUERDO

Si usted es un Miembro del Grupo y no solicita la exclusión del acuerdo, puede oponerse al acuerdo antes de la aprobación final del acuerdo por parte del Tribunal. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá obligado por los términos del acuerdo, incluida la liberación, a menos que haya presentado una solicitud de exclusión válida y oportuna. Si decide objetar el acuerdo, puede hacerlo usted mismo o mediante un abogado que contrate y pague usted mismo. Su objeción deberá incluir una declaración escrita que indique: (1) *Canton et al vs. John B. Sanfilippo and Son, Inc.*, Tribunal Superior del Condado de Merced, Caso No. 22CV-01145; (2) nombre completo, firma, dirección, número de teléfono y últimos cuatro dígitos del número de seguro social del objetor; (3) fechas de empleo; (4) motivo(s) de cualquier objeción(es), incluida toda la documentación que respalde su(s) objeción(es); y (5) si el objetor está representado por un abogado, el nombre y la dirección del abogado del objetor. **NO PRESENTE NINGUNA OBJECCIÓN ANTE EL TRIBUNAL.** En su lugar, usted o su abogado deben presentar su objeción por escrito al Administrador del Acuerdo por correo y entregarla a los abogados de todas las Partes a más tardar el 20 de febrero de 2024, de la siguiente manera:

Abogados del Grupo del Acuerdo:

Justin F. Marquez, Esq.
Benjamin H. Haber, Esq.
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

Abogado Defensor:

Scott K. Dauscher, Esq.
Atkinson, Andelson, Loya, Ruud
12800 Center Court Drive, Suite 300
Cerritos, California 90703

Jeffrey A. Risch, Esq.
AMUNDSEN DAVIS LLC
3815 East Main Street, Suite A-1
San Carlos, Illinois 60174

XX. ADMINISTRADOR DEL ACUERDO

El proceso de liquidación será administrado por Apex Class Action LLC (el “Administrador del Acuerdo”), una empresa que proporciona servicios de administración y liquidación. El Tribunal ha aprobado a Apex Class Action LLC para actuar como Administrador del Acuerdo a los efectos de este acuerdo. Cualquier notificación al Administrador debe enviarse a:

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

XXI. FECHAS Y PLAZOS IMPORTANTES DEL ACUERDO

Las siguientes son fechas y plazos importantes según el acuerdo propuesto:

<u>Fecha límite de exclusión:</u>	20 de febrero de 2024
<u>Plazo de objeción:</u>	20 de febrero de 2024
<u>Audiencia de Aprobación Final:</u>	15 de marzo de 2024

Cheques de Pago en Efectivo:

El anverso de cada cheque emitido para Pagos Individuales de Grupo y Pagos PAGA Individuales mostrará la fecha en que vence el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de anulación, su cheque se cancelará automáticamente.

XXII. INFORMACIÓN ADICIONAL

Para obtener información más detallada sobre los asuntos involucrados en la Demanda, consulte los escritos, el Acuerdo de Conciliación, las Órdenes ingresadas en la Demanda y los demás documentos presentados en la Demanda. Estos están disponibles con el Administrador llamando al número gratuito: (800) 355-0700. También pueden ser inspeccionados en persona en la Oficina del Secretario del Tribunal Superior del Condado de Merced, durante el horario de atención habitual.

Cualquier pregunta relacionada con los asuntos contenidos en este Aviso puede dirigirse al Administrador del Acuerdo o al Abogado del Grupo del Acuerdo (a las direcciones establecidas anteriormente en las *Secciones VII y XII* de este Aviso). También puede buscar el asesoramiento de su propio abogado, por su cuenta, si lo desea.

**Por favor, no llame ni escriba al Tribunal para obtener copias de los documentos
o para hacer preguntas sobre el acuerdo.**

Amalia Navarro Canton, et al. v. John B. Sanfilippo & Son, Inc., et al.
22CV-01145

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On February 22, 2024, I served the foregoing **DECLARATION OF MADELY NAVA OF APEX CLASS ACTION, LLC, IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Jeffrey A. Risch (*pro hac vice*)
jrisch@smithamundsen.com
SMITHAMUNDSEN LLC
 3815 E. Main Street, Suite A-1
 St. Charles, IL 60174
 Telephone: (630) 587-7922
 Facsimile: (630) 587-7960

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

Executed this **February 22, 2024**, at Los Angeles, California.

Min Jee Kim