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as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

JOSEFINA LEON TAPIA, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

GEMPERLE EGG PACKING CO. INC. DBA
GEMPERLE FAMILY FARMS, a California
Corporation; and DOES 1 through 50, inclusive,
Defendants.

Case No.: CV-25-001398

[Assigned for all purposes to Hon. John R
Mayne]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**DECLARATION OF LILIT TUNYAN IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Date: December 18, 2025
Time: 8:30 a.m.
Courtroom: Dept. 21
Judge: Hon. John R Mayne

Action Filed: February 11, 2025
Trial: Not Set

I, LILIT TUNYAN, declare as follows:

2. This Declaration is submitted in support of Plaintiff' Motion for Preliminary Approval of Class and PAGA Representative Action Settlement.

3. On February 11, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant Gemperle Egg Packing Co. dba Gemperle Farms for: (1) Failure to Pay All Wages, Sick Pay and Vacation; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Keep Accurate Itemized Wage Statements; (5) Failure to Pay Wages Upon Termination of Employment and During Employment; (6) Failure to Reimburse for Necessary Expenditures; and (7) Unfair Business Practices. On April 22, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]. On August 5, 2025, Plaintiff filed a Doe Amendment adding Gemperle Bros. dba Gemperle Family Farms as Defendant. The First Amended Complaint with Doe Amendment is the operative complaint in the Action (the “Operative Complaint.”)

5. The Parties have conducted informal discovery and investigation of the facts and law. Such discovery and investigation have included, inter alia, the exchange of data and discoverable information in preparation for the settlement negotiations. The Parties have analyzed payroll and other

data pertaining to Plaintiff and the Class during the relevant Class Period, including but not limited to the numbers of former and current members of the Class, average workweeks, class members' time and pay records and average rate of hourly pay, wage and hour policies.

6. After reviewing documents regarding Defendants' wage and hour policies and practices and other information obtained during the exchange of informal discovery, Class Counsel were able to evaluate the probability of class certification, success on the merits, and the reasonably obtainable maximum monetary exposure for all claims. Class Counsel reviewed these records and prepared a damage analysis prior to engaging in settlement negotiations. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.

7. On July 1, 2025, the Parties mediated before a mediator Brandon McKelvey, Esq. who is a highly experienced and well-regarded mediator for wage and hour class action litigation, which led to this Agreement to settle the Action. At the mediation, the Parties discussed at length the burdens and risks of continuing with the litigation considering Defendants’ defenses. The Parties have reached an agreement regarding the substantive terms of a class-wide settlement, pending the Parties’ agreement on a long-form class settlement agreement. The Parties then signed a long form settlement agreement (“Agreement”).

8. Plaintiff and Class Counsel are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto including that some Class Members entered into arbitration agreements with Defendants. Plaintiff and Class Counsel have also taken into account Defendants' agreement to enter into a Settlement that confers substantial relief upon the Class.

9. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable Settlement and is in the best interests of the Class. Solely for the purpose of settling this case, the parties agree that the requirements for establishing class action certification with respect to this class have been met and are met. If this Settlement is not approved by the Court for any reason, Defendants reserve its right to contest class certification. This Settlement, if approved by the Court, will result in the entry of the Judgment.

SUMMARY OF THE SETTLEMENT TERMS

10. Key provisions of the proposed settlement include the following:

- (a) Defendants agree not to oppose certification of a Class for purposes of Settlement only (Settlement, ¶ 12.1);
- (b) Class: All persons who worked for Defendants, or either of them, in California as an hourly paid, non-exempt employee during the Class Period (the “Class Period” is from February 11, 2021 through June 1, 2025). (Settlement, ¶ 1.5, 1.12.) “Participating Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶ 1.9, 1.35);
- (c) Settlement Amount: Defendants will pay a maximum of **\$425,000.00**, referred to as the Gross Settlement Amount (or GSA herein), resulting in an estimated average **gross** payment per Class Member of approximately **\$1,089.74** (Settlement, ¶ 1.22);
- (d) Class Size: approximately **390** individuals during the Class Period and who worked approximately 53,855 workweeks from February 11, 2021 to June 1, 2025. (Settlement, ¶ 4.1, 8);
- (e) PAGA Group Size: approximately **275** individuals who worked approximately **8,088** pay periods from February 11, 2024 to June 1, 2025 (Settlement, ¶ 4.1);
- (f) PAGA Period: from February 11, 2024 through June 1, 2025. (Settlement, ¶ 1.31);
- (g) Escalator Clause: Based on its records, Defendants estimate that, as of June 1, 2025, the number of Workweeks worked by 390 Class Members during the Class Period is estimated to be 53,855. The parties stipulate to a 10% escalation of the estimated workweeks without any increase to the GSA. If the number of actual workweeks during the Class Period exceeds 10% of the estimated workweeks (i.e., exceeds 59,241 workweeks), Defendants can either have the Gross Settlement Amount increased by 1% for each percent over the 10% threshold that the actual number of Workweeks exceed the estimated number of Workweeks (if the number of Workweeks increases by 11%, the Gross Settlement Amount will

1 increase 1%), or have the Class Period end on the date that the estimated number
2 of Workweeks exceed 10% threshold or 59,241 Workweeks. Fifteen (15)
3 calendar days prior to filing preliminary approval motion Defendants shall
4 confirm to Plaintiffs' counsel the actual accurate number of Workweeks as of
5 June 1, 2025 indicating whether Defendants intend to end the Class Period prior
6 to the Class Period end date of June 1, 2025. (the "Escalator Clause").

7 (Settlement, ¶ 8);

8 (h) Kullar/Munoz Analysis: Plaintiff addresses the claims analysis herein, at Part
9 V.B.3, and in more detail the Declaration of Lilit Tunyan, at Paragraph 18;

10 (i) No Reversion: The Settlement is a ***non-reversionary*** settlement (Settlement, ¶
11 3.1);

12 (j) Certification: Plaintiff addresses certification requisites herein, at Part V.A., and
13 in the Declaration of Lilit Tunyan, at Paragraphs 34-40;

14 (k) No Claim Form: No claim form is required (Settlement., ¶ 3.1);

15 (l) Class Release: The Settlement will release specified wage-and-hour claims for
16 Class Members (those Class Members who do not opt out of the Settlement)
17 (Settlement, ¶¶ 1.39, 5.2);

18 (m) PAGA Release: The Class Members will release the PAGA Claims set forth in
19 this Action, that were identified in the First Amended Complaint and Plaintiff's
20 LWDA Notice Letter, regardless of whether they opt out of the class portion of
21 the Settlement (Settlement, ¶¶ 1.40, 5.3);

22 (n) Release Effective Date: The Release is not active until Defendants tender all
23 payments required under the Settlement to the Settlement Administrator
24 (Settlement, ¶ 5);

25 (o) Net Settlement Amount Available to the Class: After deducting Class Counsel's
26 attorneys' fees and costs, service award to Plaintiff, administration costs, the
27 payment to the LWDA and employee and employer share of payroll taxes
28 required for Wage Portion of the Individual Class Payments, the remainder will

1 be available for distribution to Class Members who do not opt out, with each
2 Class Member receiving a share based on the number of workweeks each Class
3 Member worked for Defendants within the Class Period. The Net Settlement
4 Amount is estimated to be at least **\$222,383.33**, resulting in an average **gross**
5 payment per Class Member of **\$1,089.74** and net payment per Class Member of
6 at least **\$570.21** before any tax withholdings. (Settlement, ¶ 3);

7 (p) Tax Allocation: The amounts distributed to Class Members will be characterized
8 as 10% alleged unpaid wages, 90% to penalties and interest, and PAGA
9 Settlement Payments will be allocated as 100% penalties. (Settlement, ¶ 3.2.4.1,
10 3.2.5.2);

11 (q) Employer's Portion of Payroll Taxes Paid Separately: Defendants' portion of
12 payroll taxes (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class
13 Members that constitute wages will be included in the GSM and will be paid by
14 the Settlement Administrator to the required State and Federal agencies on behalf
15 of Defendants and the Participating Class Members. (Settlement, ¶¶ 3.1, 3.2.6);

16 (r) Settlement Administrator: The notice portion of the Settlement will be
17 administered by a third-party Administrator, ILYM Group, Inc., which was
18 selected for its lowest bid for settlement administration services in the amount of
19 **\$7,950.00** from a competitive bidding process. (Settlement, ¶ 3.2.3);

20 (s) Class Data for Administration: The Settlement Administrator will receive the
21 Class List within 14 calendar days of Preliminary Approval, use the NCOA
22 database to update the Class List, and then use skip tracing on returned Notices
23 (Settlement, ¶ 4.2);

24 (t) Notice: The Notice will issue within 14 days of receipt of the Class List
25 (Settlement, ¶ 7.4.2). The Notice describes how to dispute workweeks, submit an
26 objection in writing, in person, or through an attorney, or request exclusion
27 (Settlement, ¶¶ 7.4 – 7.7);

28 (u) Notice Language: Notice will issue in English and Spanish (Settlement, ¶ 1.11);

- (v) Objections: Objections can be submitted in person, through an attorney, or in writing to the Settlement Administrator (Settlement, ¶ 7.7);
- (w) Exclusion Requests: The procedure for exclusion requests, mailing a request to the Settlement Administrator, is the same as the procedure for submitting a written objection (Settlement, ¶¶ 7.5 and 7.7);
- (x) PAGA Allocation: From the GSA, **\$40,000.00** will be allocated to settle claims brought pursuant to the California Private Attorneys General Act, Labor Code § 2699 et seq. (“PAGA”), and sixty-five percent (65%), or **\$26,000.00**, will be paid to the California Labor & Workforce Development Agency. (Settlement, ¶¶ 1.34, 3.2.5.);
- (y) Notice to LWDA: Notice was provided prior to the filing of this Motion. Evidence is attached to the Declaration of Lilit Tunyan;
- (z) Class Representative Service Award to Plaintiff: Defendants will not oppose the application for Class Representative Service Award of up to **\$10,000.00** for Plaintiff, to be paid from the GSA (Settlement, ¶ 3.2.1);
- (aa) Fees and Costs: Defendants will not oppose Class Counsel’s application for fees not to exceed 33 1/3% of the GSA (**\$141,666.67**), and actual costs, in an amount not to exceed **\$17,000.00**, to be paid out of the GSA (Settlement, ¶ 3.2.2);
- (bb) Check Void Period: Settlement checks will be valid for 180 days (Settlement, ¶ 4.4.3);
- (cc) Uncashed Checks: Any settlement checks that are mailed to the Class Members and remain uncashed after 180 days of the date of issuance will be cancelled, and the moneys will be directed to the Cy Pres recipient, a non-profit corporation Sierra Vista Child and Family Services, upon court approval (Settlement, ¶¶ 4.4.1, 4.4.3);
- (dd) Judgment Notice: Settlement Agreement, Class Notice and Judgment will be posted on the Settlement Administrator’s website after entry (Settlement, ¶ 7.8.1);
- (ee) Confidentiality Provisions: The Settlement permits Class Counsel to discuss the

Settlement with Class Members (Settlement ¶ 12.2).

11. A true and correct copy of the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT is attached hereto as **Exhibit “1.”**

THE SETTLEMENT IS FAIR, JUST AND REASONABLE

12. Plaintiff and counsel have diligently investigated the claims of the Class Members. Plaintiff and Class Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution including risks related to the outcome of certification, and the substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiff and the putative Class and are fair and reasonable. Plaintiff’s and Defendants’ counsel brought to bear a great deal of experience with class actions in negotiating the settlement of this case.

13. One fundamental purpose of the class action device is to promote efficiency. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, we have agreed to this settlement because it is objectively reasonable. The potential for resolution benefits the class members, since they do not have to wait additional years for a similar recovery. The efficiency of this litigation benefits the Court, the parties and their counsel. A class-wide resolution is the most realistic method for addressing the claims raised in this matter.

14. We have engaged in the necessary investigation in this case that made it possible for us to exercise informed judgment in those aspects of the settlement process in which we were involved. The exchange of time and wage data, wage and hour policy documents and data about the composition of the Class were sufficient to permit us counsel to adequately evaluate the settlement. We had more than enough information upon which to evaluate a fair and reasonable settlement amount.

15. We believe that the case was viable through to a trial. However, while Plaintiff assert a belief that this is a viable case for trial, we realize that there are always significant risks associated with certification and trials, and those risks cannot be eliminated in this case. Continued litigation of this lawsuit presented Plaintiff and Defendants with substantial legal risks and costs that were (and continue

1 to be) difficult to assess. The risks in this matter include:

- 2 • the risk that Plaintiff would be unable to establish liability for allegedly unpaid straight time
3 or overtime wages, see *Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39 & fn. 33 (2014)
4 (“*Duran*”), citing *Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014)
5 (dismissing certified off-the-clock claims based on proof at trial);;
- 6 • the risk that Defendant’s meal and rest period policies might not ultimately support class
7 certification or a class-wide liability finding, see *Duran*, 59 Cal. 4th at 14, n. 28 (citing
8 Court of Appeal decisions favorable on class certification issue without expressing opinion
9 as to ultimate viability of proposition) given also low violation rate based on the review of
10 the sample records;
- 11 • the risk that uncertainties pertaining to the ultimate legality of Defendants’ policies and
12 practices could preclude class-wide awards of statutory penalties under Labor Code §§ 203
13 and 226(e);
- 14 • the risk that individual differences between Class Members could be construed as
15 pertaining to liability and not solely to damages, see *Duran*, 59 Cal. 4th at 19;
- 16 • the risk that any civil penalties award under the PAGA could be reduced by the Court in its
17 discretion, see Labor Code § 2699(e)(1);
- 18 • the risk that class treatment could be deemed improper as to one or more claims, except for
19 settlement purposes;
- 20 • the risk that lengthy appellate litigation could ensue;
- 21 • the risk that violation rate estimates would prove much lower than expected;
- 22 • the risk that the class will not be certified as some Class Members signed arbitration
23 agreements.

24 These risks are non-exhaustive. While we remain confident that we possess credible strategies for
25 responding to the legal and factual risks facing them, those risks cannot be disregarded. We carefully
26 considered the risks created by all of these uncontrollable factors when evaluating the reasonableness of
27 this proposed settlement. This Settlement provides a benefit to the Class Members that is very
28 reasonable in light of these particular risks.

1 16. The Settlement is the product of arm's-length negotiations between the Parties occurring
2 throughout the litigation. In light of the uncertainties of protracted litigation and the state of the law
3 regarding the legal positions of the Parties, the settlement amount reflects the best feasible recovery for
4 the Class Members. The settlement amount is, of course, a compromise figure. By necessity it took into
5 account risks related to liability, damages, and the defenses asserted by Defendants. Moreover, each
6 Class Member will be given the opportunity to opt-out of the Settlement, allowing those who feel they
7 have claims that are greater than the benefits they can receive under this Settlement to pursue their own
8 claims. For the approximately **390** members of the Class, the average **gross** recovery is at least
9 **\$1,089.74** per class member, and the estimated average **net** recovery for each Class Member (including
10 PAGA individual portion and taxes) is approximately **\$570.21**. Given that Defendants could challenge
11 certification and liability, this is a significant sum to have achieved in settlement. Moreover, a Class
12 Member who worked a greater number of weeks for Defendants will receive a larger share of the
13 Settlement than a Class Member who worked for a shorter amount of time during the class period.

14 17. The Gross Settlement Amount of **\$425,000.00** is about 75% of the **\$564,642.48** estimate
15 of *risk-adjusted* recovery (excluding interest) at this stage in the litigation. This assessment is based on a
16 carefully constructed model of the current fair value of the case, using estimated risks, average wage
17 rates, numbers of employees, and the amount of time covered by the class period. While Plaintiff would
18 certainly have preferred to recover more (and Defendants would have preferred to pay less), this outcome
19 is in line with a carefully constructed estimate of the current fair value of the case. On that basis, it
20 would be unwise to pass up this settlement opportunity. My maximum calculated reasonable exposure,
21 after removing implausible or extreme estimated recoveries, is **\$4,671,370.80** *including* PAGA penalties.

- 22 • A reasonably estimated exposure for unpaid wages for time rounding was calculated, with
23 the assistance of an expert, to be approximately **\$78,618.00** interest included. However,
24 with the risk factor discounts for certification and liability proof, the value of that claim is
25 estimated by Plaintiff's counsel to be approximately **\$63,680.58**, assuming certification
26 probability of 90% and merits success at 90%.
- 27 • A reasonably estimated exposure for unpaid wages for off-the-clock work was calculated,
28 with the assistance of an expert, to be approximately **\$500,953.80** (53,855 workweeks x half

an hour of unpaid wage per workweek, which is based on the average hourly rate of \$18.6 per hour). However, with the risk factor discounts for certification and liability proof, the value of that claim is estimated by Plaintiff's counsel to be approximately **\$60,114.46**, assuming certification probability of 40% and merits success at 30%.

- A reasonably estimated exposure for rest break violations over the class period was calculated at **\$1,001,703.00** (53,855 workweeks x 1 rest period premium per workweek x \$18.60), but with chances of certification and proof of liability (30% and 20% respectively) for a risk-adjusted exposure of **\$60,102.18**.
- A reasonably estimated exposure for meal break violations over the class period was calculated at **\$1,001,703.00** (53,855 workweeks x 1 meal period premium per workweek x \$18.60) with chances of certification and liability risks (40% and 30% respectively) resulting in a risk-adjusted exposure of **\$120,204.36**.
- Risk-adjusted penalty recoveries for wage statement and Labor Code § 203 penalties were estimated to be approximately **\$39,752.50** and **\$30,578.00**, respectively, on maximum exposures of **\$795,050** (275 initial violations x \$50 statutory penalty) + [7,813 subsequent violations x \$100 statutory penalty] and **\$611,568.00** (137 employees terminated during the three-year statute of limitation x (30 days x hourly rate of \$18.6 x 8 hours), or approximately \$4,464.00 per individual, respectively), respectively (50% and 10% respectively).
- A reasonably estimated exposure for unreimbursed expenses was calculated at **\$269,275.00** (53,855 workweeks x \$5 unreimbursed business expenses per workweek), with chances of certification and liability risks (50% and 80% respectively) resulting in a risk-adjusted exposure of **\$107,710.00**.
- Performing risk-adjusted valuations for all claims yields a total value in the range of **\$482,141.48**, excluding PAGA.
- PAGA penalties were calculated as having a maximum realistic exposure of **\$412,500.00** (275 aggrieved employees estimated to have worked during one-year statutory period x \$1,500.00 civil penalties), but a risk adjusted value of **\$82,500.00**, after factoring in risks of reduction in penalties pursuant to Court discretion and the high risk of the inability to prove

violations for all aggrieved employees.

As required under *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116 (2008) and *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399 (2010), the maximum plausible and realistic recoveries versus the current risk-adjusted value of the claims are discussed in additional detail below:

(a) Key Class Data Elements at Time of Mediation:

- 1) Class Members: approximately 390
- 2) Work Weeks: approximately 53,855
- 3) PAGA Employees: approximately 275
- 4) Gross Settlement Amount: \$425,000.00

(b) KULLAR/MUNOZ ANALYSIS: Unpaid Wages Due to Rounding

- 1) Plaintiffs' claim for unpaid wages due to time rounding is based on the argument that Class Members were not paid for the actual time worked for Defendants. The time was rounded and as a result Class Members were harmed by that rounding.
- 2) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$78,618.00
Estimated certification probability	90%
Estimated chance of prevailing on merits	90%
Max recovery × certification risk × chance or success on merits = Present Settlement Value	\$63,680.58

(c) KULLAR/MUNOZ ANALYSIS: Unpaid Wages Due to Off-the-Clock Work

- 1) Plaintiff's claim for unpaid wages due to off-the-clock work is based on Defendants' alleged practice of making Class Members arrive early to take on the protective gear and stay in line with other employees to clock in to work by the scheduled shift start and to clock out at the end of their shifts and during meal periods and take off the protective gear and continue working not to accumulate overtime, off-the-clock,

uncompensated.

2) Defendants deny these allegations and contend they compensated for all time.

3) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$500,953.80
Estimated certification probability	40%
Estimated chance of prevailing on merits	30%
Max recovery × certification risk × chance or success on merits = Present Settlement Value	\$60,114.46

(d) KULLAR/MUNOZ ANALYSIS: Meal Periods

- 1) Plaintiff’s claim for meal break violation is based on Defendant’s alleged requirement to clock out for meal periods and continue working off-the-clock throughout their meal periods due to the lack of coverage or take their first meal periods later, after the fifth hour of work in order to keep the machines running throughout the entire shift. Employees are entitled to meal periods of at least 30 minutes before exceeding five hours of work and to second meal periods of not less than 30 minutes before exceeding 10 hours of work. For each meal period missed or taken late an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as “premium pay.”
- 2) Defendants deny these allegations and maintain that the obligation is simply to “provide” meal periods, not to “ensure” that they are taken. *Brinker v. Superior Court*, 53 Cal. App. 4th 1004, 1034-41 (2012) (rejecting “ensure” standard). Defendants assert that Plaintiff’s meal period claims would not be amenable to class treatment, since individual inquires would need to be made with respect to each specific shift that each employee missed a meal or rest period, to determine why that specific

employee missed that specific meal or rest period on that specific shift.

3) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$1,001,703.00
Estimated certification probability	40%
Estimated chance of prevailing on merits	30%
Max recovery × certification risk × chance of success on merits = Present Settlement Value	\$120,204.36

(e) **KULLAR/MUNOZ ANALYSIS: Rest Breaks**

Plaintiff’s claim for rest break violation is based on Defendant’s requirement for Plaintiff and Class Members to work through rest periods due to the lack of coverage in order to keep the machines running throughout the entire shift. Employees are entitled to a rest period of at least 10 minutes every four hours worked, or major fraction thereof. For each rest period missed or taken late an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as “premium pay.”

- 1) Defendants maintain that the obligation is simply to “authorize and permit” rest periods, not to “ensure” that they are taken. *Brinker v. Superior Court*, 53 Cal. App. 4th 1004, 1034-41 (2012) (rejecting “ensure” standard). Furthermore, Defendants contend that any failure to take rest breaks was a result of employee choice, not of any policy or practice of Defendants. Finally, Defendants assert that Plaintiff’s rest breaks claims would not be amenable to class treatment, since individual inquires would need to be made with respect to each specific shift that each employee missed a rest period, to determine why that specific employee missed that specific rest break on that specific shift.

2) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$1,001,703.00
Estimated certification probability	30%
Estimated chance of prevailing on merits	20%
Max recovery × certification risk × chance or success on merits = Present Settlement Value	\$60,102.18

(f) **KULLAR/MUNOZ ANALYSIS: Late Pay Penalties Under Labor Code § 203**

1) Labor Code § 203 provides that if an employer fails to pay an employee all wages due at termination or within 72 hours of resignation, then that employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the date they were due. Because class members stopped working for Defendants but again were not paid their full compensation for the reasons discussed above, class members did not receive all wages due upon termination of employment.

2) Defendants argue that a good-faith belief in the legality of their employment practices precludes a finding that any withholding of wages was "willful." See Cal. Code Regs. § 13520 [good-faith dispute exists to a claim for waiting time penalties "when an employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist."].)

Defendants further maintain that because of viable defenses in both law and fact that waiting-time penalties could not be awarded and, in any case, such penalties were subject to a three-year limitations period under Labor Code § 203(b) and an arbitration agreement that would bar class treatment.

3) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$611,568.00
Estimated certification probability	50%

Estimated chance of prevailing on merits	10%
Max recovery × certification risk × chance or success on merits = Present Settlement Value	\$30,578.40

(g) KULLAR/MUNOZ ANALYSIS: Wage Statement Violations

- 1) Plaintiff also alleged a cause of action under Labor Code § 226(a) for not including all wages, or meal and rest break premiums in the wage statements and as a result of including all nice digits of Social Security Numbers of employees instead of including only four digits as well as for including sick pay hours in the total number of hours in Class Members wage statements. That section states that an employer must provide an accurate itemized wage statement twice a month or each time wages are paid, whichever is the more frequent. Failure to do so entitles employees to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). *See* Labor Code § 226(e).
- 2) Defendants contends that Labor Code § 226(e) penalties are not automatic. Rather, the employee must show that he or she suffered injury from the employer's failure to provide compliant wage statements, and that Defendants' noncompliance was knowing and intentional. Defendants contend that class members suffered no injury from any failure to issue compliant wage statements and, furthermore, that any noncompliance was not knowing and intentional. Moreover, Defendants maintain that Plaintiff's derivative claim for wage statement penalties would fail for the same reasons that Plaintiff's underlying claims would fail. The parties discussed these issues, and in light of these and other considerations Class Counsel factored in a reduction of liability and damages for this cause of action.

3) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$795,050.00
Estimated certification probability	50%
Estimated chance of prevailing on merits	10%
Max recovery × certification risk × chance or success on merits = Present Settlement Value	\$39,752.50

(h) **KULLAR/MUNOZ ANALYSIS: Unreimbursed Expenses Under Labor Code § 2802**

1) Plaintiff also alleged a cause of action under Labor Code § 2802 for failure to reimburse all necessary expenses. Under Labor Code § 2802, “an employer shall indemnify his or her employee for all necessary expenditures... incurred by the employee in direct consequence of the discharge of his or her duties.” Lab. Code § 2802. Plaintiff’s claim for unreimbursed expenses is based upon allegation that Class Members were required to use their personal cellular telephones to regularly send photos of defective products to their managers, send and receive calls and text messages related to work assignments, tasks and schedule changes as well as to purchase face masks and gloves during COVID pandemic without reimbursement.

2) Defendants contend that Class Members did not incur significant expenses.

3) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$269,275.00
Estimated certification probability	50%
Estimated chance of prevailing on merits	80%
Max recovery × certification risk × chance or success on merits = Present Settlement Value	\$107,710.00

(i) **QUASI- KULLAR/MUNOZ ANALYSIS: PAGA**

- 1) The Labor Code Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain civil penalties on behalf of herself and other class members for Defendants’ violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), sixty-five (65) percent of the penalties recovered must be allocated to the Labor and Workforce Development Agency (LWDA), with the remaining thirty-five (35) percent allocated to the affected employees. The limitations period is one year prior to the filing of the complaint.
- 2) The provisions of the Labor Code potentially triggering PAGA penalties in this case include but are not limited to Labor Code §§ 203, 226(a), 226.7, and 510. Defendants asserted that if PAGA penalties were mandatory, an employer’s PAGA liability would be huge because of the possibility of collecting multiple civil penalties for a single violation, and thus such penalties would almost always dwarf the damages available under the causes of action proper. However, PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that “a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” *See also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) [affirming reduction of PAGA penalties].) Defendants here maintain that they have a strong argument that

it would be unjust to award maximum PAGA penalties.

- 3) Furthermore, PAGA penalties are also completely derivative of each and every other claim. Finally, under *Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157(2008), it can be argued that penalties under PAGA could, at best, be awarded only at the rates obtainable for initial violations under the applicable statutes, because Defendants had never been notified of the alleged violations. *Id.*, at 1208, 1209.

4) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$412,500.00
Discount reduction factor for risk of Court reduction and uncertainty of proof for all aggrieved employees	20%
Max recovery × risk reduction = Present Settlement Value	\$82,500.00

With the assistance of Class Counsel’s retained damages expert, Class Counsel estimated Defendants’ maximum total exposure on the PAGA claim at approximately **\$412,500.00**. This number presupposes underlying claims are proven at a plausible rate and that the Court awards the full base penalties for each. Class Counsel then applied discounts in light of the countervailing arguments with regard to the other causes of action, and the Court’s power to award “a lesser amount than the maximum civil liability.” Accordingly, due to the speculative nature of a valuation for this claim, a discount of **80%** was applied to account for the difficulty of prevailing on this claim.

- (j) **Kullar Summary:** Indulging the most optimistic estimates and improbably favorable outcomes, the maximum reasonable recovery is estimated to be approximately **\$4,671,370.80** including PAGA. The settlement amount is about **9** % of that amount. The calculated current settlement value is **\$564,642.48**

(calculated by adding the risk-adjusted amounts in the charts above together), and the settlement is 75% of the current risk-adjusted settlement value. The bottom line is that the settlement is about 9% of the maximum plausible recovery for the 390 Class Members, and it is a reasonable settlement, given that the full amount is very unlikely to be recovered.

18. This result here is fully supportable as reasonable. First, it is important to recognize the wilfulness finding required for Labor Code §§ 203 and 226 is challenging to establish. Second, rest break and meal period claims have been challenging to certify for many years, even after *Brinker*. Many risks are eliminated through settlement. And, with respect to those risks, certification rates in California are **lower** than conventional wisdom holds. See, e.g., H. Scott Leviant, *Second Interim Report on class actions in California sheds new light on certification* (February 19, 2010), www.thecomplexlitigator.com, available at <http://www.thecomplexlitigator.com/post-data/2010/2/19/second-interim-report-on-class-actions-in-california-sheds-n.html>; see also, *Findings of the Study of California Class Action Litigation, 2000-2006*, available at <http://www.courtinfo.ca.gov/reference/documents/class-action-lit-study.pdf> (finding, at page 5, and in Table 9, at page 15, that only 21.4% of all class actions were certified either as part of a settlement **or** as part of a contested certification motion). This Settlement achieves the goals of the litigation.

19. To the best of my knowledge, no Class Member has refrained from bringing a class action with claims similar to those raised in the Action, whether in reliance on the Action or otherwise, and who thus might be prejudiced by entry of judgment in this Action.

THE EXPERIENCE OF CLASS COUNSEL

20. I am a founding partner of Tunyan Law, APC and has been engaged in the practice of employment and labor law for almost six years focusing exclusively on plaintiffs' employment law and wage-and-hour class actions and more than twenty-five years in practice of law in general. I have handled hundreds of wage-related class actions.

21. Prior to establishing my own practice, I was an associate attorney at Moon & Yang, APC and Mahoney Law Group, APC. Since I was admitted to the California Bar, my practice has focused mainly on labor and employment class action lawsuits involving California and federal labor laws. Along

1 with those firm's other attorneys I have successfully settled more than 50 class and PAGA matters during
2 that time span and was routinely appointed lead or co-lead class counsel in courts in California including
3 by way of motion for class certification. I have additionally successfully settled about 30 class and
4 PAGA matters during the last two years prior to filing this motion.

5 22. I received my Juris Doctorate from the State Yerevan University and my LL.M. from
6 University of Minnesota Law School. Prior to moving to California and starting to practice law in
7 California I practiced law in Armenia for about twenty years as a licensed attorney. I have been general
8 counsel and head of legal department for big telecommunication and financial corporations in Armenia
9 for the last 12 years prior to moving to California. I managed corporate legal department and corporate
10 legal and regulatory affairs and handled complex litigation matters as well as complex transactions for
11 many years.

12 23. I am a current member of the California Employment Lawyers Association (CELA). I
13 have been an active member of the State Bar of California in good standing.

14 24. I am experienced in prosecuting employment matters, particularly class actions, and I
15 focused a substantial percentage of my practice on wage, hour, and working conditions violations. In
16 addition to the present case, I represented Plaintiff and the class members and have extensively worked
17 on many wage-and-hour class cases and have been appointed as class or PAGA counsel along with other
18 counsel and co-counsel for wage-and-hour class action lawsuits in various counties throughout California
19 such as: *Guzman v. Core Environmental Solutions*, Case N 24STCV03593, Los Angeles Superior Court;
20 *Hernandez v. Precise Aerospace Manufacturing, Inc.*, Case N 30-2024-01400056-CU-OE-CXC, Orange
21 County Superior Court; *Sykes v. Macy's Retail Holdings, dba Macy's, et al.*, Case 24STCV09543, Los
22 Angeles County Superior Court; *Wilhelm v. Kemper Sports Management LLC, et al.*, Case N 30-2024-
23 01376524-CU-OE-CXC, Orange County Superior Court; *Rodriguez v. TC California Hospitality LLC*,
24 Case N 37-2024-00010785-CU-OE-CTL, San Diego Superior Court; *Estrada, et al. v. Spears*
25 *Manufacturing*, Case N STK-CV-UOE-2023-0009772, San Joaquin County Superior Court; *Ramirez v.*
26 *Landscapes Unlimited, LLC*, Case N 24STCV12695, Los Angeles Superior Court; *Deza v. Euro Snack,*
27 *Inc.*, Case N S-CV-0052505, Placer County Superior Court; *Santoyo v. A P R Consulting, Inc., et al.*,
28 Case N 24STCV04117, Los Angeles Superior Court; *Bernal v. Onus Global Fulfillment Solutions LLC*,

1 *et al.*, Case N CIVSB2412062, San Bernardino Superior Court; *Segovia v. Shelter Island, Inc.*, Case N
2 37-2024-00005168-CU-OE-CTL, San Diego Superior Court; *Rodriguez v. TFC Manufacturing, Inc.*,
3 Los Angeles Superior Court, Case N 24STCV02351; *Garcia v. C&R Restaurant Group, L.P.*, Los
4 Angeles Superior Court, Case N 23STCV19037; *Powers v. Mario's Place Inc.*, Riverside County
5 Superior Court, Case N CVRI2301652; *Camposeco v. Smarte Carte, Inc.*, Los Angeles Superior Court,
6 Case N 23STCV07897; *Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County Superior Court,
7 Case N 30-2023-01314830-CU-OE-CXC; *Bazan v. Casa Martin, LLC, et al.*, Los Angeles Superior
8 Court, Case N 23STCV04670; *Empy v. 24 Windward Ave LLC*, Los Angeles County Superior Court,
9 Case N 23STCV18608; *De Martinez v. Facility Services Partners, Inc.*, Riverside County Superior
10 Court, Case N CVRI2304625; *Hernandez v. Caliber Aerospace, LLC, et al.*, Los Angeles Superior
11 Court, Case N 23STCV20323; *Mejia v. KF Casitas, LLC*, Los Angeles Superior Court, Case N
12 23STCV06090; *Athey v. Walker Evans Enterprises*, Riverside Country Superior Court, Case N
13 CVRI2301534; *White v. SGB Ventures, LLC*, Tulare County Superior Court, Case N VCU296946;
14 *Viveros v. D and T Restaurants, Inc., at al.*, Los Angeles Superior Court, Case N 23STCV10019; *Rocke*
15 *v. Pink Chicku LLC*, Santa Clara County Superior Court, Case N23CV41357, *Galvan v. Western Sky*
16 *Dairy, LLC*, Kern County Superior Court, Case N BCV-23-100992; *Oregel v. Diablo Range Framing,*
17 *Inc.*, Contra Costa County Superior Court, Case N C23-00697; *Gonzalez v. RV Retailer San Diego,*
18 *LLC, et al.*, Riverside County Superior Court, Case N CVRI2301403; *Evans, et al. v. Downtown*
19 *Women's Center*, Los Angeles County Superior Court, Case N 22STCV06578 (class certification
20 motion granted in part); *Sanchez v. Anodizing Industries, Inc.*, Los Angeles County Superior Court,
21 Case N 21STCV30722; *Godoy v. Intertrade Industries, LTD*, Orange County Superior Court, Case No.
22 30-2020-01151921-CU-OE-CXC; *Fuentes v. Actron Manufacturing Inc.*, Los Angeles Superior Court,
23 Case N 20STCV31099; *Gonzalez v. Community Health Systems, Inc.*, San Bernardino County Superior
24 Court, Case N CIVDS2015678; *Rodriguez v. Progress Lighting, Inc. et al.*, San Bernardino County
25 Superior Court, Case N CIVDS2023894; *Castillo v. Gibson Overseas, Inc.*, San Bernardino Superior
26 Court, Case N CIVDS2022537; *Mumphrey v. People's Care Northern California, Inc. et al.*, San
27 Joaquin County Superior Court, Case N STK-CV-UOE-2019-0016397; *Ochoa v. Orlando Spring*
28 *Corp*, Los Angeles Superior Court, Case N 20STCV343129; *Findley v. USC, et al.*, Los Angeles

1 Superior Court, Case N 20STCV47290; *Maldonado v. Techmer PM, LLC*, Los Angeles Superior
2 Court, Case N 20STCV21918; *Huerta v. IRS*, Los Angeles Superior Court, Case N 20STCV09163;
3 *Mata v. Marukai Corporation*; Los Angeles Superior Court, Case N 20STCV00959; *Tapia v. Home*
4 *&Body*; Orange County Superior Court, Case N 30-2020-01155185-CU-OE-CXC; *Ruvalcaba v.*
5 *Quinn Group, Inc.*, Los Angeles Superior Court, Case N 20STCV41323; *Bravo v. FIDM*, Los
6 Angeles Superior Court, Case N 19STCV25338; *Lomeli v. Plaskolite et al.*, Los Angeles Superior
7 Court, Case N 21STCV14611; *Alcantar v. Classic Salads LLC*, Santa Cruz County Superior Court,
8 Case N 21CV002309; *Casas v. Freedom Solar Services, et al.*, Los Angeles Superior Court, Case N
9 21STCV20233; *Serrano v. Barstow Community Hospital*, San Bernardino Superior Court, Case N
10 CIVDS2006967; *Lopez v. Fairway Staffing Services, et al.*, Los Angeles Superior Court, Case N
11 21STCV26640; *Linden v. Marugame Udon USA, LLC*, Los Angeles Superior Court, Case No.
12 20STCV00728; *Salter v. U.S. Reports, et al.*, Los Angeles Superior Court, Case N 19STCV30384;
13 *Perez v. Torn & Glasser, Inc.*, Los Angeles Superior Court, Case N 21STCV43614; *Gomez v. Arya*
14 *Ice Cream Distributing Co., Inc*, Los Angeles Superior Court, Case N 21STCV31170; *Herrera v.*
15 *Coastal Construction & Lumber*, Santa Cruz County Superior Court, Case N 22CV394683; *Garcia*
16 *v. San Jose Water Company*, Santa Clara County Superior Court, Case No. 22CV396328; *Ramirez v.*
17 *Partners Personnel Management Services LLC*, Los Angeles Superior Court, Case N
18 21STCV31253; *Ramirez v. Merrill Gardens LLC*, Eastern District Court of California, Case N1:22-
19 cv-00542-DAD-SAB; *Garcia v. Tri-Valley Plastering, Inc.*, Fresno County Superior Court, Case N
20 22CECG00591; *Garcia v. South Valley Companies, Inc.*, Kern County Superior Court, Case N
21 BCV-22-100465; *Morales v. Wiseguys Custom Home Theater, LLC*, San Diego Superior Court, Case
22 N37-2019-00070151-CU-OE-CTL.

23 25. Artur Tunyan is another partner and attorney at Tunyan Law, APC. He received his Juris
24 Doctorate from the State Yerevan University and his LL.M. from the American University of Armenia
25 and University of Illinois Chicago, School of Law. Prior to moving to California and starting to practice
26 law in California he practiced law in Armenia for about twenty-five years. He oversaw international
27 donor-funded projects for the judiciary and managed public-private partnership initiatives in sectors such
28 as energy, banking, finance, and aviation. He managed complex transactions and litigation matters for

1 many years.

2 26. My current contingent billing rate is consistent with my practice area, legal market and
3 accepted hourly rates considering also that I practiced law in another country for additional 20 years
4 which brings a total of almost 25 years of experience practicing law. The 2024-2025 Adjusted Laffey
5 Matrix states that an attorney with 4 to 7 years experience can reasonably charge \$581 per hour. See
6 <http://www.laffeymatrix.com/see.html>.

7 REASONABLENESS OF THE REQUESTED FEE AWARD

8 27. When this case was taken on a contingent fee basis, with the firm agreeing to assume
9 responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation,
10 Tunyan Law, APC paid filing fees, Westlaw fees, copy charges and mailing, telephone and mail charges.
11 There was never a guarantee that Tunyan Law, APC, would recoup those expenditures. The firm took on
12 this case, which necessarily required the firm to forego other opportunities, given finite resources to
13 devote to cases.

14 28. Because of the uncertainty of the outcome in this and other wage and hour litigation
15 undertaken by Tunyan Law, APC, we took this case with the expectation that a risk enhancement, either
16 in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be
17 available if we prevailed. This expectation stems from the fact that many cases we undertake as putative
18 class actions do not resolve successfully.

19 29. Class Counsel's experience in employment class actions was integral in evaluating the
20 strengths and weaknesses of the case against Defendants and the reasonableness of the settlement.
21 Practice in the narrow fields of wage and hour litigation requires skill and knowledge concerning the
22 rapidly evolving substantive law (state and federal), as well as the procedural law of class action litigation.

23 30. In the past five years, I have settled many wage-and-hour class actions. Just as the Court
24 in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) observed, it has been my experience,
25 that attorney fee awards of one-third of a common settlement fund are the rule, rather than the exception.
26 Here, Class Counsel agrees that they will seek no more than one third of the settlement amount in fees.
27 This is consistent with common practice, consistent with Ninth Circuit practice, consistent with
28 California law approving the percentage of the fund method to award fees from a common fund, *Laffitte*

1 v. *Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016), and not inappropriate in light of the many hours
2 expended by attorneys and paralegals performing work for Plaintiff before and after the filing of this
3 matter. That work includes:

- 4 (a) Numerous interviews with Plaintiff and review of documents provided by Plaintiff;
- 5 (b) Investigation of the matter and exploring the corporate structure of Defendants;
- 6 (c) Legal research and investigation regarding the Defendants' practices at numerous
7 points in the litigation;
- 8 (d) Preparation of multiple drafts of the original complaint and finalization and filing
9 of the original complaint;
- 10 (e) Preparation and filing of First Amended Complaint;
- 11 (f) Preparation and filing of Doe 1 Amendment;
- 12 (g) Extensive "meet and confer" efforts with Defendants' counsel regarding and
13 selecting a mediator and mediation date;
- 14 (h) Extensive "meet and confer" efforts with Defendants' counsel regarding informal
15 discovery and data exchange for mediation purposes;
- 16 (i) Attending court hearings;
- 17 (j) Drafting the LWDA Notice letter and Amended Notice letter;
- 18 (k) Drafting joint statements and joint stipulations;
- 19 (l) Review of payroll and time data;
- 20 (m) Working with expert consultants and Plaintiff to perform analyses of liability and
21 exposure, preparation of a damages model with the aid of a statistics expert, review
22 and revisions to the damage model and supporting data analysis;
- 23 (n) Conferences with Defendants' counsel regarding mediation, data and settlement
24 negotiations;
- 25 (o) Preparing mediation brief and attending mediation;
- 26 (p) Communicating with Plaintiff who requested updates or other information
27 regarding this matter;
- 28

- 1 (q) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement
2 and attachments;
3 (r) Preparation of the initial motion for preliminary approval and multiple revisions
4 thereafter.

5 31. I anticipate that Class Counsel will spend an additional 40 hours on this matter, appearing
6 at the hearing of preliminary approval, answering class member calls, working with the administrator to
7 finalize documents in mailing format, conferring with counsel over any notice issues, drafting the final
8 approval motion and motion for fees and costs, appearing at the final approval hearing, and resolving any
9 post-approval issues that may arise, and appearing at a final accounting hearing. Class Counsel has also
10 incurred costs in this matter that will be detailed at the time final approval is sought. Class Counsel has
11 agreed to a cap on recoverable costs of \$17,000, and if total incurred costs exceed the cap, Class Counsel
12 will request no more than the agreed-upon cap.

13 THE CONTRIBUTION OF PLAINTIFF AND THE REASONABLENESS OF THE REQUESTED
14 SERVICE AWARD

15 32. Here, Plaintiff seeks a Service Award of **\$10,000.00**. This amount is very reasonable
16 given the risks undertaken by Plaintiff for involvement in the Action. Taking the risk of filing a lawsuit
17 against an employer deserves recognition, especially in light of the settlement achieved by Plaintiff.
18 Additionally, Plaintiff was actively involved in the litigation, discovery, mediation and settlement
19 negotiations of this Action, expending considerable effort in advancing the interests of the Class.
20 Plaintiff provided information to counsel before the filing of this matter; actively assisted with informal
21 discovery and settlement process (which included conferring with counsel prior to mediation, during the
22 mediation and after the mediation); and, regularly conferred with counsel regarding the case whenever
23 questions arose. I estimate that Plaintiff contributed dozens of hours of time to the prosecution of this
24 matter. Plaintiff's declaration also confirms that Plaintiff was an active participant in the filing and
25 settlement of this case. The enhancement also recognizes the considerable risks Plaintiff undertook on
26 behalf of the Class as well as the personal risk of facing intrusive discovery and potential disclosure to
27 future employers that Plaintiff sued a former employer, making future employment prospects uncertain
28 and that Plaintiff releases claims beyond wage-and-hour claims released by Class Members.

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1 throughout Class Members' employment; vi. Whether or not Defendants provided accurate itemized
2 wage statements to the Class; vii. Whether or not waiting-time penalties are available to the Class for
3 violation of California Labor Code § 203; viii. Whether or not Defendants reimbursed for necessary
4 business expenses pursuant to California Labor Code § 2802; ix. Whether or not Defendants engaged in
5 unlawful or unfair business practices affecting the Class in violation of California Business and
6 Professions Code §§ 17200-17208; and x. Whether or not Plaintiff and the Class are entitled to
7 penalties pursuant to PAGA.

8 38. From our review of the documentation provided, we determined that for purposes of
9 these claims, Defendants' policies and practices are either identical, or sufficiently similar, to raise the
10 same questions of liability, and applied to all Class Members. Because Class Members would have to
11 prove the same issues of law and fact to prevail, and because their potential legal remedies are identical,
12 it would be preferable to resolve all Class Members' claims by means of the Settlement than to require
13 each Class Member to litigate his or her individual claims. Therefore, common questions predominate
14 over any questions that may be unique to individual Class Members, and class-wide settlement is
15 superior to any other method of resolution.

16 39. My declaration, in Paragraphs above, summarizes the firm's experience that establishes
17 its adequacy to represent the Class. Plaintiff's counsel has no known conflicts of interest with absent
18 Class Members. Plaintiff has demonstrated, through participation in this action, a willingness to serve
19 as a representative for the Class. Plaintiff has no known conflicts of interest with absent Class
20 Members and has agreed to place the class interests above Plaintiff's own. Plaintiff's actions also
21 demonstrate adequacy.

22 40. By consolidating all of these potential individual actions into one proceeding, this
23 Court's use of the class action device enables it to manage this litigation in a manner that serves the
24 economics of time, effort and expense for the litigants and the judicial system. Absent class treatment,
25 similarly situated employees with small but potentially meritorious claims for damages would, as a
26 practical matter, have no means of redress because of the time, effort and expense required to prosecute
27 individual actions. Moreover, in the context of settlement, superiority concerns are almost non-
28 existent, since case management is controlled and a methodology for trial need not be identified.

41. I made reasonable inquiry of Plaintiff and other members at Tunyan Law, APC, and to the best of my knowledge, neither I, Plaintiff, nor other members at Tunyan Law, APC have any relationship with the proposed *Cy Pres* recipient Sierra Vista Child and Family Services. I believe that redistributing the uncashed funds to this *Cy Pres* recipient will serve justice since in addition to class members who will get their portion of settlement, the undistributed funds will serve low-income families who need mental health and family support services. Consistent with the purpose of Section 384, Sierra Vista Child and Family Services was selected because its mission is to provide mental health and family support services to low-income Californians.

42. As noted above, a true and correct copy of the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT is attached hereto as **Exhibit “1.”** The Settlement includes Exhibit A (the “Notice to Class Members”).

43. Attached hereto as **Exhibit “2”** is a true and correct copy of the submission of the proposed settlement to the Department of Industrial Relations, through its online submission portal.

44. Counsel for Plaintiff provided notice of the requested approval of the PAGA settlement through the online submission portal.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 17th day of November 2025, at Glendale, California.

From

Case No.: CV-25-001398

Exhibit “1”

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N Brand Blvd. Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Attorneys for Plaintiff JOSEFINA LEON TAPIA,
as an individual and on behalf all others similarly situated

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

JOSEFINA LEON TAPIA, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

GEMPERLE EGG PACKING CO. INC.
DBA GEMPERLE FAMILY FARMS, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants

Case No.: CV-25-001398

Assigned for all purposes to Hon. John R Mayne,
Department 21

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint Filed: February 11, 2025
Trial: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff JOSEFINA LEON TAPIA (“Plaintiff”) and Defendants GEMPERLE EGG PACKING CO., INC. and GEMPERLE BROS. DBA GEMPERLE FAMILY FARMS (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Leon v. Gemperle Egg Packing Co. Inc.*, Case No. CV-25-001398 initiated on February 11, 2025, pending in Superior Court of the State of California, County of Stanislaus.
- 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons who worked for Defendants, or either of them, in California as an hourly paid, non-exempt employee during the PAGA Period.
- 1.5. “Class” or “Class Members” means all persons who worked for Defendants, or either of them, in California as an hourly paid, non-exempt employee during the Class Period.
- 1.6. “Class Counsel” means Tunyan Law, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from February 11, 2021 through June 1, 2025 .
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Stanislaus.
- 1.16. “Defendants” means named Defendants GEMPERLE EGG PACKING CO., INC. and GEMPERLE BROS. DBA GEMPERLE FAMILY FARMS.
- 1.17. “Defense Counsel” means HENDERSON HATFIELD, A Professional Corporation.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means **Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00)** which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, the employee and employer share of payroll taxes and required withholdings for the Wage Portion of the Individual Class Payments to the Participating Class Members, and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the employee and employer share of payroll

taxes and required withholdings for the Wage Portion of the Individual Class Payments to the Participating Class Members and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants, or either of them, for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from February 11, 2024 through June 1, 2025.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. “PAGA Notice” means Plaintiff’s February 11, 2025 and August 5, 2025 letters to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$14,000.00) and the 65% to LWDA (\$26,000.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means JOSEFINA LEON TAPIA, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. “Released Parties” means: Defendants and each of their past, present and/or future subsidiaries, dbas, parents, divisions, related entities, joint venturers, and any other entities

that could be considered to have jointly employed the Class Members and/or Aggrieved Employees, as well as each of their respective owners, co-employers, joint employers, agents, officers, directors, stockholders, shareholders, investors, members, principals, subsidiaries, affiliates, partners, predecessors, successors, assigns, insurers, reinsurers, employees, attorneys, heirs, estates, executors, spouses, associates, representatives, administrators, fiduciaries, trustees, accountants, auditors, company-sponsored employee benefit plans of any nature, and all other legal entities affiliated with the foregoing, individually and in their representative capacities.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendants, or either of them, for at least one day, during the Class Period.

2. RECITALS.

2.1. On February 11, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant Gemperle Egg Packing Co., Inc. for: (1) Failure to Pay All Wages, Sick Pay and Vacation; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Keep Accurate Itemized Wage Statements; (5) Failure to Pay Wages Upon Termination of Employment and During Employment; (6) Failure to Reimburse for Necessary Expenditures; and (7) Unfair Business Practices. On April 22, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]. On August 5, 2025, Plaintiff filed a Doe

Amendment adding Gemperle Bros. dba Gemperle Family Farms as a Defendant. The First Amended Complaint with Doe Amendment is the operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On July 1, 2025, the Parties participated in an all-day mediation presided over by Brandon McKelvey, Esq. and reached an agreement to settle the Action.

2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents and information necessary to evaluate the claims in the Action, including sample pay and time records for the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending class action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$425,000.00 and no more as the Gross Settlement Amount, inclusive of all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not

1 more than \$10,000 in addition to any Individual Class Payment and any Individual PAGA
2 Payment the Class Representative is entitled to receive as a Participating Class Member. Provided
3 that Plaintiff and Class Counsel are in compliance with the terms of this Agreement, Defendants
4 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed
5 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in
6 the Final Approval Motion. If the Court approves a Class Representative Service Payment less
7 than the amount requested, the Administrator will retain the remainder in the Net Settlement
8 Amount. The Administrator will pay the Class Representative Service Payment using IRS Form
9 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
10 Representative Service Payment.

11 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3%, which is
12 currently estimated to be \$141,666.67 and a Class Counsel Litigation Expenses Payment of not
13 more than \$17,000.00. Defendants will not oppose requests for these payments. Plaintiff will seek
14 court approval for Class Counsel Fees Payment and Class Litigation Expenses Payment in the
15 Final Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class
16 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
17 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to
18 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
19 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
20 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS
21 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
22 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants
23 harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or
24 sharing of any of these Payments.

25 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00
26 except for a showing of good cause and as approved by the Court. To the extent the
27 Administration Expenses are less or the Court approves payment less than \$10,000.00, the
28 Administrator will retain the remainder in the Net Settlement Amount. ILYM Group, Inc. has

1 been selected as the Administrator, based upon its “not to exceed” bid of \$7,950.00.

2 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
3 dividing the Net Settlement Amount by the total number of Workweeks worked by all
4 Participating Class Members during the Class Period and (b) multiplying the result by each
5 Participating Class Member’s Workweeks.

6 3.2.4.1. Tax Allocation of Individual Class Payments. 10 % of each Participating
7 Class Member’s Individual Class Payment will be allocated to settlement
8 of wage claims (the “Wage Portion”). The Wage Portions are subject to tax
9 withholding and will be reported on an IRS W-2 Form. The 90% of each
10 Participating Class Member’s Individual Class Payment will be allocated
11 to settlement of claims for interest and penalties (the “Non-Wage
12 Portion”).^{vi} The Non-Wage Portions are not subject to wage withholdings
13 and will be reported on IRS 1099 Forms. Participating Class Members
14 assume full responsibility and liability for any employee taxes owed on
15 their Individual Class Payment.

16 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
17 Class Payments. Non-Participating Class Members will not receive any
18 Individual Class Payments. The Administrator will retain amounts equal to
19 their Individual Class Payments in the Net Settlement Amount for
20 distribution to Participating Class Members on a pro rata basis.

21 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000.00
22 be paid from the Gross Settlement Amount, with 65% (\$26,000.00) allocated to the LWDA PAGA
23 Payment and 35% (\$14,000.00) allocated to the Individual PAGA Payments.

24 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
25 dividing the amount of the Aggrieved Employees’ 35% share of PAGA
26 Penalties (\$14,000.00) by the total number of PAGA Period Pay Periods
27 worked by all Aggrieved Employees during the PAGA Period and (b)
28 multiplying the result by each Aggrieved Employee’s PAGA Period Pay

Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.6. To the Required State and Federal Agencies: Unless the Court orders otherwise, the Administrator shall pay any and all employee and employer share of payroll taxes and required withholdings for the Wage Portion of the Individual Class Payments to the Participating Class Members to the required State and Federal agencies on behalf of Defendants and the Participating Class Members.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. As of June 1, 2025, the estimated number of Workweeks worked by 390 Class Members during the Class Period is estimated to be 53,855, and 275 Aggrieved Employees during the PAGA Period who worked an estimate of 8,088 PAGA Pay Periods.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) days after the Effective

1 Date.

2 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants
3 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
4 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the
5 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative
6 Service Payment and the employee and employer share of payroll taxes and required withholdings for the
7 Wage Portion of the Individual Class Payments to the Participating Class Members. Disbursement of the
8 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the employee and employer
9 share of payroll taxes and required withholdings for the Wage Portion of the Individual Class Payments to the
10 Participating Class Members and the Class Representative Service Payment shall not precede disbursement
11 of Individual Class Payments and Individual PAGA Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First Class
14 U.S. Mail, postage prepaid. The face of each check shall prominently state the
15 date when the check will be voided, which date shall be one hundred eighty (180)
16 days after the date of mailing. The Administrator will cancel all checks not cashed
17 by the void date. The Administrator will send checks for Individual Settlement
18 Payments to all Participating Class Members (including those for whom Class
19 Notice was returned undelivered). The Administrator will send checks for
20 Individual PAGA Payments to all Aggrieved Employees including Non-
21 Participating Class Members who qualify as Aggrieved Employees (including
22 those for whom Class Notice was returned undelivered). The Administrator may
23 send Participating Class Members a single check combining the Individual Class
24 Payment and the Individual PAGA Payment. Before mailing any checks, the
25 Settlement Administrator must update the recipients' mailing addresses using the
26 National Change of Address Database.

27 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
28 Members whose checks are returned undelivered without USPS forwarding address.

1 Within seven (7) days of receiving a returned check the Administrator must re-
2 mail checks to the USPS forwarding address provided or to an address ascertained
3 through the Class Member Address Search. The Administrator need not take
4 further steps to deliver checks to Class Members whose re-mailed checks are
5 returned as undelivered. The Administrator shall promptly send a replacement
6 check to any Class Member whose original check was lost or misplaced, requested
7 by the Class Member prior to the void date.

8 4.4.3. For any Class Member whose Individual Class Payment check or
9 Individual PAGA Payment check is uncashed and cancelled after the
10 void date, the Administrator shall transmit the funds represented by such
11 checks to the Cy Pres recipient selected by mutual agreement of the Parties not
12 later than 15 days prior to filing motion for preliminary approval of this
13 Settlement by Plaintiff and approved by the Court in accordance with the
14 requirements of California Code of Civil Procedure § 384, thereby leaving no
15 "unpaid residue." The Parties, Class Counsel and Defense Counsel will
16 represent that they have no interest or relationship, financial or otherwise, with
17 the intended Cy Pres recipient.

18 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
19 not obligate Defendants to confer any additional benefits or make any additional
20 payments to Class Members (such as 401(k) contributions or bonuses) beyond
21 those specified in this Agreement.

22 **5. RELEASES OF CLAIMS.**

23 Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, Class
24 Members, and Class Counsel will release claims against all Released Parties as follows:

25 5.1. Plaintiff's Release.

26 5.1.1. Scope of Plaintiff's Release. Plaintiff and her former, present and future spouses,
27 children, heirs, representatives, agents, attorneys, administrators, executors,
28 successors, and assigns, generally release and discharge the Released Parties from

1 all causes of action, claims, transactions, occurrences, obligations, liabilities and
2 damages of every kind and nature, including punitive damages, to the fullest extent
3 permitted by law which arise out of or relate to Plaintiff's employment with
4 Defendants to the fullest extent permitted by law as further described in the
5 Individual Settlement Agreement and General Release separately executed by the
6 Parties ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims
7 or actions to enforce this Agreement, or to any claims for vested benefits,
8 unemployment benefits, disability benefits, social security benefits, workers'
9 compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff
10 may discover facts or law different from, or in addition to, the facts or law that
11 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
12 Release shall be and remain effective in all respects, notwithstanding such different
13 or additional facts or Plaintiff's discovery of them.

14 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
15 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
16 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
17 reads:

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

21 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
22 themselves and their respective former, present and future spouses, children, representatives, agents,
23 attorneys, heirs, administrators, executors, successors, and assigns, release and discharge the Released
24 Parties from all claims, demands, rights, liabilities, causes of action, injuries, grievances, obligations,
25 losses, damages, penalties, interest, fines, debts, liens, liabilities, attorneys' fees, consultant's fees, expert's
26 fees, accountant's fees, costs and any other form of relief or remedy in law or equity, of every nature and
27 description whatsoever, known or unknown, foreseen or unforeseen, anticipated or unanticipated,
28 suspected or unsuspected, arising from or otherwise related to the claims asserted or that could have been

1 asserted against the Released Parties based on the factual allegations asserted in the Operative Complaint
2 and any future amendments to the Operative Complaint, whether arising under State or other applicable
3 law, that occurred during the Class Period (“Released Class Claims”). Participating Class Members do
4 not release any other claims, including claims for vested benefits, wrongful termination, violation of the
5 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’
6 compensation, or claims based on facts occurring outside the Class Period.

7 5.3. Release by Aggrieved Employees: All Participating and Non-Participating Class Members
8 who are Aggrieved Employees are deemed to release and discharge, on behalf of themselves and their
9 respective former, present and future spouses, children, representatives, agents, attorneys, heirs,
10 administrators, executors, successors, and assigns, the Released Parties from all claims for PAGA
11 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
12 in the Operative Complaint and/or the PAGA Notice attached hereto as **Exhibit B**.

13 **6. MOTION FOR PRELIMINARY APPROVAL.**

14 Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that
15 complies with the Court’s current checklist for Preliminary Approvals.

16 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
17 documents necessary for obtaining Preliminary Approval at least 10 days before filing the date Plaintiff
18 plans to file the motion, including: (i) a draft of the notice, and memorandum in support, of the Motion for
19 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for
20 approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting
21 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
22 declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and
23 attesting to its willingness to serve; competency; operative procedures for protecting the security of Class
24 Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all
25 facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent
26 of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration
27 from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any
28 actual or potential conflicts of interest with Class Members or the Administrator; (vi) a signed declaration

1 from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to
2 the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)),
3 Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and all facts
4 relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their
5 Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other
6 pending class case or action asserting claims that will be extinguished or adversely affected by the
7 Settlement.

8 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
9 for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing
10 date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
11 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
12 Approval to the Administrator.

13 6.3. Duty to Cooperate. Class Counsel and Defense Counsel shall work together in good faith
14 to agree upon the content of the Motion for Preliminary Approval and related pleadings. If the Parties
15 disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting
16 declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on
17 behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
18 Defendants shall not oppose Plaintiff's Motion for Preliminary Approval to the extent it is consistent with
19 the terms and conditions of this Agreement, and the content has been approved by Defendants prior to
20 filing the Motion for Preliminary Approval. Additionally, Defendants may provide a written response to
21 any characterization of the law or facts contained in the Motion for Preliminary Approval. If the Court
22 does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this
23 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
24 by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy
25 the Court's concerns.

26 7. SETTLEMENT ADMINISTRATION.

27 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
28 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be

1 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
2 for payment of Administration Expenses. The Parties and their Counsel represent that they have no
3 interest or relationship, financial or otherwise, with the Administrator other than a professional relationship
4 arising out of prior experiences administering settlements.

5 7.2. Employer Identification Number. The Administrator shall have and use Defendants'
6 Employer Identification Number for purposes of calculating payroll tax withholdings and providing the
7 payments and reports state and federal tax authorities.

8 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
9 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

10 7.4. Notice to Class Members.

11 7.4.1. No later than three (3) business days after receipt of the Class Data, the
12 Administrator shall notify Class Counsel that the list has been received and state
13 the number of Class Members, PAGA Members, Workweeks, and Pay Periods in
14 the Class Data.

15 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
16 fourteen (14) days after receiving the Class Data, the Administrator will send to all
17 Class Members identified in the Class Data, via first-class United States Postal
18 Service ("USPS") mail, the Class Notice (with Spanish translation) substantially in
19 the form attached to this Agreement as **Exhibit A**. The first page of the Class
20 Notice shall prominently estimate the dollar amounts of any Individual Class
21 Payment and/or Individual PAGA Payment payable to the Class Member, and the
22 number of Workweeks and PAGA Pay Periods used to calculate these amounts.
23 Before mailing Class Notices, the Administrator shall update Class Member
24 addresses using the National Change of Address database.

25 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
26 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
27 Class Notice using any forwarding address provided by the USPS. If the USPS
28 does not provide a forwarding address, the Administrator shall conduct a Class

1 Member Address Search, and re-mail the Class Notice to the most current address
2 obtained. The Administrator has no obligation to make further attempts to locate
3 or send Class Notice to Class Members whose Class Notice is returned by the
4 USPS a second time.

5 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
6 and/or Pay Periods, and Requests for Exclusion will be extended an additional
7 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class
8 Notice for all Class Members whose notice is re-mailed. The Administrator will
9 inform the Class Member of the extended deadline with the re-mailed Class
10 Notice.

11 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
12 discovers any persons who believe they should have been included in the Class
13 Data and should have received Class Notice, the Parties will expeditiously meet
14 and confer in person or by telephone, and in good faith. in an effort to agree on
15 whether to include them as Class Members. If the Parties agree, such persons will
16 be Class Members entitled to the same rights as other Class Members, and the
17 Administrator will send, via email or overnight delivery, a Class Notice requiring
18 them to exercise options under this Agreement not later than fourteen (14) days
19 after receipt of Class Notice, or the deadline dates in the Class Notice, whichever
20 are later.

21 7.5. Requests for Exclusion (Opt-Outs).

22 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
23 must send the Administrator, by fax, email, or mail, a signed written Request for
24 Exclusion not later than sixty (60) days after the Administrator mails the Class
25 Notice or as otherwise extended for re-mailed Class Notices as described herein. A
26 Request for Exclusion is a letter from a Class Member or his/her representative that
27 reasonably communicates the Class Member's election to be excluded from the
28 Settlement and includes the Class Member's name, address and email address or

1 telephone number. To be valid, a Request for Exclusion must be timely faxed,
2 emailed, or postmarked by the Response Deadline, subject to extension for
3 remailed Class Notices as described herein.

4 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
5 fails to contain all the information specified in the Class Notice. The Administrator
6 shall accept any Request for Exclusion as valid if the Administrator can reasonably
7 ascertain the identity of the person as a Class Member and the Class Member's
8 desire to be excluded. The Administrator's determination shall be final and not
9 appealable or otherwise susceptible to challenge. If the Administrator has reason to
10 question the authenticity of a Request for Exclusion, the Administrator may
11 demand additional proof of the Class Member's identity. The Administrator's
12 determination of authenticity shall be final and not appealable or otherwise
13 susceptible to challenge.

14 7.5.3. Every Class Member who does not submit a timely and valid Request for
15 Exclusion is deemed to be a Participating Class Member under this Agreement,
16 entitled to all benefits and bound by all terms and conditions of the Settlement,
17 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3
18 of this Agreement, regardless whether the Participating Class Member actually
19 receives the Class Notice or objects to the Settlement.

20 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
21 Non-Participating Class Member and shall not receive an Individual Class
22 Payment or have the right to object to the class action components of the
23 Settlement. Because future PAGA claims are subject to claim preclusion upon
24 entry of the Judgment, Non-Participating Class Members who are Aggrieved
25 Employees are deemed to release the claims identified in Paragraph 5.4 of this
26 Agreement and are eligible for an Individual PAGA Payment.

27 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
28 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed

Class Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or engage an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline, or as otherwise extended for re-mailed Class Notices as described herein.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 1 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
2 information of interest to Class Members including the date, time and location for
3 the Final Approval Hearing and copies of the Settlement Agreement, the Class
4 Notice, the Final Approval and the Judgment on the Administrator’s website. The
5 Administrator will also maintain and monitor an email address and a toll-free
6 telephone number to receive Class Member calls, faxes and emails.
- 7 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their
9 validity. Not later than five (5) days after the expiration of the deadline for
10 submitting Requests for Exclusion, the Administrator shall email a list to Class
11 Counsel and Defense Counsel containing (a) the names and other identifying
12 information of Class Members who have timely submitted valid Requests for
13 Exclusion (“Exclusion List”); (b) the names and other identifying information of
14 Class Members who have submitted invalid Requests for Exclusion; (c) copies of
15 all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 16 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
17 reports to Class Counsel and Defense Counsel that, among other things, tally the
18 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
19 Requests for Exclusion (whether valid or invalid) received, objections received,
20 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks
21 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
22 Report”). The Weekly Reports must include provide the Administrator’s
23 assessment of the validity of Requests for Exclusion and attach copies of all
24 Requests for Exclusion and objections received.
- 25 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
26 address and make final decisions consistent with the terms of this Agreement on all
27 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
28 The Administrator’s decision shall be final and not appealable or otherwise

1 susceptible to challenge.

2 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by
3 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
4 the Administrator will provide to Class Counsel and Defense Counsel, a signed
5 declaration suitable for filing in Court attesting to its due diligence and compliance
6 with all of its obligations under this Agreement, including, but not limited to, its
7 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
8 of Class Notices, attempts to locate Class Members, the total number of Requests
9 for Exclusion from Settlement it received (both valid or invalid), the number of
10 written objections and attach the Exclusion List. The Administrator will
11 supplement its declaration as needed or requested by the Parties and/or the Court.
12 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

13 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the
14 Administrator disburses all funds in the Gross Settlement Amount, the
15 Administrator will provide Class Counsel and Defense Counsel with a final report
16 detailing its disbursements by employee identification number only of all payments
17 made under this Agreement. At least fourteen (14) days before any deadline set by
18 the Court, the Administrator will prepare, and submit to Class Counsel and
19 Defense Counsel, a signed declaration suitable for filing in Court attesting to its
20 disbursement of all payments required under this Agreement. Class Counsel is
21 responsible for filing the Administrator's declaration in Court.

22 Payment of Employee and Employer Shares of Payroll Taxes and Withholdings and Related
23 Reports. The Administrator shall use Defendants' Employer Identification Number for purposes of
24 calculating payroll tax withholdings and providing the required payments and reports to the State and
25 Federal tax authorities.

26 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

27 Based on its records, Defendants estimate that, as of June 1, 2025, the number of Workweeks worked by
28 390 Class Members during the Class Period is estimated to be 53,855. The parties stipulate to a 10%

1 escalation of the estimated workweeks without any increase to the GSA. If the number of actual
2 workweeks during the Class Period exceeds 10% of the estimated workweeks (i.e., exceeds 59,241
3 workweeks), Defendants can either have the Gross Settlement Amount increased by 1% for each percent
4 over the 10% threshold that the actual number of Workweeks exceed the estimated number of Workweeks
5 (if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase 1%), or have
6 the Class Period end on the date that the estimated number of Workweeks exceed 10% threshold or 59,241
7 Workweeks. Fifteen (15) calendar days prior to filing preliminary approval motion Defendants shall
8 confirm to Plaintiffs' counsel the actual accurate number of Workweeks as of June 1, 2025 indicating
9 whether Defendants intend to end the Class Period prior to the Class Period end date of June 1, 2025.

10 **9. DEFENDANTS' RIGHT TO WITHDRAW**

11 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of
12 all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The
13 Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
14 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
15 provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses
16 incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not
17 later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late
18 elections will have no effect.

19 **10. MOTION FOR FINAL APPROVAL.**

20 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in
21 Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
22 settlement under Labor Code § 2699(l), a Proposed Final Approval Order and a proposed Judgment
23 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense
24 Counsel not later than ten (10) days prior to date Plaintiff plans to file the Motion for Final Approval.
25 Class Counsel and Defense Counsel shall work together in good faith to agree upon the content of the
26 Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in
27 person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
28 Approval. Defendants shall not oppose Plaintiff's Motion for Final Approval to the extent it is consistent

1 with the terms and conditions of this Agreement and the content has been approved by Defendants prior to
2 filing the Motion for Final Approval. Additionally, Defendants may provide a written response to any
3 characterization of the law or facts contained in the Motion for Final Approval.

4 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
5 a Participating Class Member, including the right to file responsive documents in Court no
6 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered
7 or accepted by the Court.

8 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
9 Approval on any material change to the Settlement (including, but not limited to, the scope
10 of release to be granted by Class Members), the Parties will expeditiously work together in
11 good faith to address the Court's concerns by revising the Agreement as necessary to
12 obtain Final Approval.

13 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
14 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
15 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
16 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
17 law.

18 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
19 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
20 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the
21 Parties, their respective counsel, and all Participating Class Members who did not object to
22 the Settlement as provided in this Agreement, waive all rights to appeal from the
23 Judgment, including all rights to post-judgment and appellate proceedings, the right to file
24 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
25 waiver of appeal does not include any waiver of the right to oppose such motions, writs or
26 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
27 Agreement will be suspended until such time as the appeal is finally resolved and the
28 Judgment becomes final, except as to matters that do not affect the amount of the Net

Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Defendants adamantly deny the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, denies any and all liability for the causes of action alleged and has raised various defenses to the claims. Defendants asserts that it fully complied with all applicable wage and hour laws and contends that civil penalties under PAGA are not warranted. Defendants also deny that the Action is suitable for class certification. Defendants have entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability whatsoever. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class

1 certification and representative treatment is for purposes of this Settlement only. If, for any reason the
2 Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserves the
3 right to contest certification of any class for any reasons, and Defendants reserves all available defenses to
4 the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds
5 available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to
6 settle the Action will have no bearing on, and will not be admissible in connection with, any litigation
7 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

8 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed,
10 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
11 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
12 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
13 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
14 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate
15 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or
16 subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each
17 other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
18 Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
19 conversation or other communication, before the filing of the Motion for Preliminary Approval, any with
20 third party regarding this Agreement or the matters giving rise to this Agreement except to respond only
21 that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
22 communications with Class Members in accordance with Class Counsel's ethical obligations owed to
23 Class Members.

24 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
25 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
26 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
27 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

28 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement

1 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
2 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
3 by any Party.

4 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
5 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action
6 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
7 execute any other documents reasonably required to effectuate the terms of this Agreement including any
8 amendments to this Agreement.

9 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
10 best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
11 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
12 the Court. In the event the Parties are unable to agree upon the form or content of any document
13 necessary to implement the Settlement, or on any modification of the Agreement that may become
14 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court
15 for resolution.

16 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
18 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released
19 and discharged by the Party in this Settlement.

20 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
21 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
22 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
23 amended) or otherwise.

24 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
25 modified, changed, or waived only by an express written instrument signed by all Parties or their
26 representatives, and approved by the Court.

27 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
28 benefit of, the successors of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Lilit Tunyan
ltunyan@tunyanlaw.com
Artur Tunyan

atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N Brand Blvd. Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

To Defendants:

Stacy Henderson
stacy@hendersonhatfield.com
HENDERSON HATFIELD, A Professional Corporation
1101 15th Street
Modesto, California 95354
Telephone: (209) 599-5003
Facsimile: (209) 599-5008

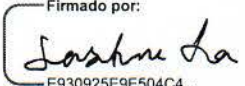
12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20 No Media or Press. Plaintiff, Defendants and their respective Counsel, recognize, accept and agree that the Parties to this Agreement desire that the terms of this Agreement, the fact that the Agreement has been entered into, the terms of the Settlement embodied in this Agreement, the disposition of the Action, the Action, and all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence obtained during the course of the Action and discovery, shall not be discussed with or presented to the media or press in any form or manner. Accordingly, Plaintiff, Defendants and their respective Counsel agree that they shall not initiate any press release, or publication via any form of media, and, if contacted by press or the media, their response shall be limited to a recitation of the facts, including Defendants' denial of liability for the allegations in the Operative Complaint and PAGA Letter.

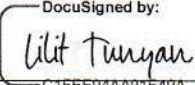
Plaintiff & Class Representative:

Dated: 11/6/2025 | 2:29 PM PST

Firmado por:

 By: E930925E9E504C4...
JOSEFINA LEON TAPIA

Plaintiff's Counsel:

Dated: 11/6/2025 | 5:52 PM PST

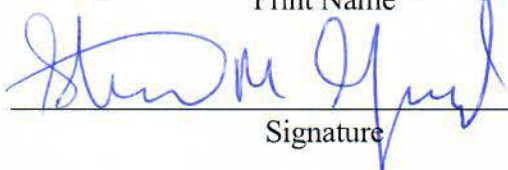
DocuSigned by:

 By: C1FEE94AA91E49A...
TUNYAN LAW, APC
 Lilit Tunyan
 Artur Tunyan

Attorneys for Plaintiff JOSEFINA LEON
 TAPIA, as an individual and on behalf all others
 similarly situated

Defendants:

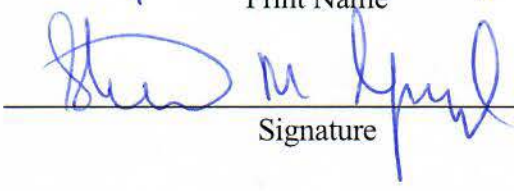
Dated: 11/7/2025

GEMPERLE EGG PACKING CO., INC.

By: Stephen M Gemperle
 Print Name

 Signature
Owner / President
 Title

Dated: 11/7/2025

**GEMPERLE BROS. DBA GEMPERLE FAMILY
 FARMS**

By: Stephen M. Gemperle
 Print Name

 Signature

President

Title

Defendants' Counsel:

Dated: 11/12/2025

HENDERSON HATFIELD, A Professional Corporation

By:

Stacy Henderson

Attorneys for Defendants GEMPERLE BROS.
DBA GEMPERLE FAMILY FARMS and
GEMPERLE EGG PACKING CO., INC.

Exhibit “A”

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

Leon v. Gemperle Egg Packing Co. Inc.
Stanislaus County Superior Court Case No. CV-25-001398 r

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants GEMPERLE EGG PACKING CO. INC. and GEMPERLE BROS. DBA GEMPERLE FAMILY FARMS (“Defendants”) for alleged wage and hour violations. The Action was filed by former Defendants’ employee plaintiff JOSEFINA LEON TAPIA (“Plaintiff”) and seeks payment of back wages, penalties, expense reimbursements for a class of hourly employees (“Class Members”) who worked for Defendants, or either of them, during the Class Period (February 11, 2021 through June 1, 2025) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendants, or either of them, during the PAGA Period (February 11, 2024 through June 1, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during any of the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants, or either of them. The Action accuses Defendants of violating California labor laws by failing to pay all wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Tunyan Law, APC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, Brandon McKelvey, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. Defendants Will Pay \$425,000.00 as the Gross Settlement Amount (Gross Settlement).
Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the employee and employer share of payroll taxes and required withholdings for the Wage Portion of the Individual Class Payments to the Participating Class Members, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than sixty (60) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 1. Up to \$141,666.67 (33 and 1/3% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$17,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 2. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive for representing the Class in this Action other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 3. Up to \$10,000 to the Administrator for services administering the Settlement (estimated to be \$7,950.00).

4. Up to \$40,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
5. The employee and employer share of payroll taxes and required withholdings for the Wage Portion of the Individual Class Payments to the Participating Class Members.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 10 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Both the employee and employer share of payroll taxes and required withholdings for the Wage Portion of the payments will be paid from the Gross Settlement Amount. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants 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.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments 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, and the monies will be transmitted to the *Cy Pres* recipient, Sierra Vista Child and Family Services, subject to approval by the Court at final approval.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, social security number and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- g. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- h. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- i. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former, present and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, release and discharge the Released Parties from all claims, demands, rights, liabilities, causes of action, injuries, grievances, obligations, losses, damages, penalties, interest, fines, debts, liens, liabilities, attorneys’ fees, consultant’s fees, expert’s fees, accountant’s fees, costs and any other form of relief or remedy in law or equity, of every nature and description whatsoever, known or unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected, arising from or otherwise related to the claims asserted or that could have been asserted against the Released Parties based on the factual allegations asserted in the Operative Complaint and any future amendments to the Operative Complaint, whether arising under State or other applicable law, that occurred during the Class Period (“Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- j. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release and discharge, on behalf of themselves and their respective former,

present and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice attached to the Settlement Agreement as Exhibit B.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$14,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Leon v. Gemperle Egg Packing Co. Inc.*, Case N CV-25-001398 pending in Stanislaus County Superior Court, and

include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, approval of Counsel's Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website <https://stanportal.stanct.org/search>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 21 of the Stanislaus County Superior Court, located at 801 10th Street, 6th Floor, Modesto, CA 95354. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via VCourt using the link <https://stanct.portalscloud.com/VCourt/>. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://stanportal.stanct.org/search> and entering the Case Number for the Action, Case No. CV-25-001398. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanislaus County Superior Court by calling (209) 530-3100.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N Brand Blvd. Suite 285

Glendale, California 91203

Telephone: (323) 410-5050

Settlement Administrator:

ILYM GROUP, INC.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit “B”



535 N Brand Blvd. Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

February 11, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
Gemperle Egg Packing Co. Inc.
dba Gemperle Family Farms
Bob Triebsch
Agent for Service of Process
300 Palm Street
Turlock, CA 95380

VIA CERTIFIED MAIL

Return Receipt Requested
Gemperle Egg Packing Co. Inc.
dba Gemperle Family Farms
10218 Lander Avenue
Turlock, CA 95380

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Soriano v. Tripalink, Corp.*

To Whom It May Concern:

Please be advised that my office has been retained by Josefina Leon Tapia (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer Gemperle Egg Packing Co. Inc. (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Stanislaus County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a packer and quality control inspector from May 2018 to January 17, 2025, primarily in Stanislaus County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and from 10 to 14 hours per day.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Defendant, at all relevant times, was an employer or person acting on behalf of employer(s) who violated Plaintiff's and other non-exempt aggrieved employees and exempt aggrieved employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendant put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendant to place those individuals on notice if Defendant voluntarily provides their contact information.

Failure to Pay for All Hours Worked

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

An employee’s regular rate of pay is properly determined by “dividing his total remuneration for employment (except statutory exclusions) in any work week by the total number of hours actually worked by him in that workweek for which such compensation was paid.” *Huntington*

Memorial Hosp. v. Superior Court (2005) 131 Cal.App.4th 893, 905.) Thus, employees “who receive incentive bonuses in addition to their guaranteed base pay clearly receive a greater regular rate than the minimum base rate.” *Id.* quoting *Walling v. Hamischfeger Corp.* 325 U.S. 427.431 (1945).

The California Supreme Court has issued a decision confirming the way employers must compensate employees for missed meal and rest breaks under state law. *Ferra v. Loews Hollywood Hotel, LLC*, 40 Cal.App.5th 1239 (2019). In *Ferra v. Loews Hollywood Hotel, LLC*, the Court unanimously ruled that employers must pay their California employees premiums for meal, rest, and recovery break violations at the employees’ regular rate of pay as opposed to the base hourly rate.

Throughout the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time and overtime wages. However, Defendant maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to work off-the-clock without compensation. Defendant required Plaintiff and the Aggrieved Employees to don and doff off- the-clock. In particular, Defendant required Plaintiff and the Aggrieved Employees to arrive at least thirty minutes earlier than their scheduled shift start time to have enough time prior to the start of the scheduled shift to take on the protective gear and uniform (overalls, hairnets, boots, etc.), then to stay in line with other employees to clock in to work by using the only timeclock machine in the job facility. Plaintiff and the Aggrieved Employees were required to arrive early to avoid being disciplined and to avoid Defendant’s unlawful wage deduction. If Plaintiff and the Aggrieved Employees clocked in at least one minute later than the scheduled start of their shifts, Defendant would unlawfully decrease the hourly pay rate of that employee by \$1 for the entire next one week.

Throughout the statutory period, Defendant also instructed Plaintiff and the Aggrieved Employees to clock out and continue working after the twelfth hour of work in order not to accumulate double time pay and the second meal period. As a result, Plaintiff and the Aggrieved Employees often worked more than twelve hours per shift but were not compensated for the time worked more than twelve hours and did not receive the second meal period.

Throughout the statutory period, Defendant also required Plaintiff and the Aggrieved Employees to clock out at the end of their shifts and to take off the protective gear and uniform off the clock, without compensation.

Throughout the statutory period, due to Defendant’s requirement to keep the machines running throughout the entire shift and due to the lack of coverage, Plaintiff and the Aggrieved Employees were also required to clock out for meal periods and continue working off-the-clock throughout their meal periods or take their first meal periods later, after the fifth hour of work. Plaintiff and the Aggrieved Employees were required to record their meal periods regardless they

actually took uninterrupted meal periods or not pr took it late so that on paper it looked like they took their timely meal periods.

Throughout the statutory period, Plaintiff and the Aggrieved Employees were also required to respond to Defendant's managers' work-related calls, text messages after the scheduled shift hours without compensation.

Throughout the statutory period, Plaintiff and the Aggrieved Employees received additional remuneration in the form of bonuses. However, Defendant has not compensated Plaintiff and the Aggrieved Employees at the proper overtime, sick pay and meal premium rate. Defendant did not include the additional remuneration paid to Plaintiff and the Aggrieved Employees in the regular rate of pay for purposes of calculating overtime rate of pay, sick pay and meal premiums.

Defendant's automatic deduction and time rounding policies and practices for meal periods, off-the clock/unpaid work completed during meal periods and/or time spent restricted to Defendant's premises and/or subject to Defendant's control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to Plaintiff and the Aggrieved employees who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

In doing so, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code sections 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Pursuant to the Wage Order 5-2001, subdivision 7(A) "(A) Every employer shall keep accurate information with respect to each employee including the following: . . . (3) Time records showing when the employee begins and ends each work period.

Meal periods, split shift intervals and total daily hours worked shall also be recorded.” However, Defendant failed to record employee’s meal periods in violation of the Wage order requirements.

Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take their first meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, their second meal period by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant has adequate policies or practices regarding the timing of meal periods.

Throughout the statutory period, due to Defendant’s requirement to keep the machines running throughout the entire shift and due to the lack of coverage, Plaintiff and the Aggrieved Employees were required to clock out for meal periods and continue working off-the-clock throughout their meal periods or take their first meal periods later, after the fifth hour of work. Plaintiff and the Aggrieved Employees were required to record their meal periods regardless they actually took uninterrupted meal periods or not or they took it late so that on paper it looked like they took their meal periods.

Throughout the statutory period, Defendant also failed to provide second meal periods when Plaintiff and the Aggrieved Employees worked more than 10 hours during one shift. Defendant instructed Plaintiff and the Aggrieved Employees to clock out and continue working after the twelfth hour of work in order not to accumulate double time pay and the second meal period. In fact, not only Defendant failed to authorize and provide the second meal period but explicitly instructed Plaintiff and the Aggrieved Employees not to take the second meal periods. As a result, Plaintiff and the Aggrieved Employees often worked more than twelve hours per shift but did not receive the second meal periods. Plaintiff and the Aggrieved Employees were also instructed to take their meal periods only in a designated meal break area. Accordingly, Defendant’s policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendant’s failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff’s and the Aggrieved Employees’ meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to Defendant’s premises), despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendant illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code sections 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant did not inform Plaintiff and the Aggrieved Employees of their

right to take a rest period. Defendant did not schedule rest periods every 4 hours or a major fraction. Due to the heavy workload, the requirement to keep the machines running throughout the entire shift and lack of coverage, Plaintiff and the Aggrieved Employees would regularly miss their first, second, third or fourth rest breaks. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in

amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff and the Aggrieved Employees used their personal cell phones to regularly send photos of defective products to their managers, send and receive calls and text messages related to work assignments, tasks and schedule changes. Defendant failed to reimburse Plaintiff and the Aggrieved Employees for a reasonable portion of their phone bills.

Plaintiff and the Aggrieved Employees were also required to purchase face masks and gloves during COVID pandemic without reimbursement.

Plaintiff and the Aggrieved Employees incurred these expenses as a direct result of performing their job duties for Defendant, and Defendant have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment

of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant' employ. These unpaid wages include wages for unpaid work time (including minimum, straight time and overtime wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendant is liable to Plaintiff and non-exempt aggrieved employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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 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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay

period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify Defendant's legal entity name, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and the Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result,

Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Throughout the statutory time period, Defendant failed to provide proper paid sick leave to Plaintiff and the Aggrieved Employees. Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Based on information and belief, Defendant further failed to provide notice of the accurate sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

Based on information and belief, Defendant failed to put the Aggrieved Employees on notice of their paid sick leave rights-or thereby putting their entitlement to sick leave in a Labor Code § 2810.5 notice. In addition, Defendant failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employee throughout the relevant time period.

Based on information and belief, throughout the relevant period, Defendant failed to provide notice of sick leave amount balance left for Plaintiff and the Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and the Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendant failed to maintain records documenting the correct hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved

Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Defendant unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Defendant's failure to properly institute a paid sick leave program.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Failure to Pay All Accrued Vacation Wages at Termination

California Labor Code § 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Defendant had and continue to have a uniform policy and practice of failing to allow the Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation) to the Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code § 227.3.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to non-exempt and exempt aggrieved employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.6, 227.3, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Defendant has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and other non-exempt aggrieved employees and exempt aggrieved employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
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ltunyan@tunyanlaw.com

August 5, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
Gemperle Egg Packing Co. Inc.
dba Gemperle Family Farms and
Gemperle Bros.
dba Gemperle Family Farms
10218 Lander Avenue
Turlock, CA 95380

VIA CERTIFIED MAIL

Return Receipt Requested
Gemperle Egg Packing Co. Inc.
dba Gemperle Family Farms
Bob Triebsch
Agent for Service of Process
300 Palm Street
Turlock, CA 95380

VIA EMAIL

Attorneys for Gemperle Egg Packing Co.
Inc. dba Gemperle Family Farms and
Gemperle Bros. dba Gemperle Family
Farms
Stacy Henderson
stacy@hendersonhatfield.com
HENDERSON HATFIELD, A Professional
Corporation

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Leon v. Gemperle Egg Packing Co. Inc.*

To Whom It May Concern:

Please be advised that my office has been retained by Josefina Leon Tapia (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employers Gemperle Egg Packing Co. Inc. dba Gemperle Family Farms and Gemperle Bros. dba Gemperle Family Farms (“Defendants”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendants engaged in with respect to Plaintiff and all of Defendants’ aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt

employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California, including Stanislaus County. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendants as a packer and quality control inspector from May 2018 to January 17, 2025, primarily in Stanislaus County. Defendants classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendants, Plaintiff typically worked 5 days per week, and from 10 to 14 hours per day.

Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Defendants, at all relevant times, were employers or persons acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendants put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers

to Defendants to place those individuals on notice if Defendants voluntarily provide their contact information.

Failure to Pay for All Hours Worked

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

An employee’s regular rate of pay is properly determined by “dividing his total remuneration for employment (except statutory exclusions) in any work week by the total number of hours actually worked by him in that workweek for which such compensation was paid.” *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal.App.4th 893, 905.) Thus, employees “who receive incentive bonuses in addition to their guaranteed base pay clearly receive a greater regular rate than the minimum base rate.” *Id.* quoting *Walling v. Hamischfeger Corp.* 325 U.S. 427.431 (1945).

The California Supreme Court has issued a decision confirming the way employers must compensate employees for missed meal and rest breaks under state law. *Ferra v. Loews Hollywood Hotel, LLC*, 40 Cal.App.5th 1239 (2019). In *Ferra v. Loews Hollywood Hotel, LLC*, the Court unanimously ruled that employers must pay their California employees premiums for meal, rest, and recovery break violations at the employees' regular rate of pay as opposed to the base hourly rate.

Throughout the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time and overtime wages. However, Defendants maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to work off-the-clock without compensation. Defendants required Plaintiff and the Aggrieved Employees to don and doff off-the-clock. In particular, Defendants required Plaintiff and the Aggrieved Employees to arrive at least thirty minutes earlier than their scheduled shift start time to have enough time prior to the start of the scheduled shift to take on the protective gear and uniform (overalls, hairnets, boots, etc.), then to stay in line with other employees to clock in to work by using the only timeclock machine in the job facility. Plaintiff and the Aggrieved Employees were required to arrive early to avoid being disciplined and to avoid Defendants' unlawful wage deduction. If Plaintiff and the Aggrieved Employees clocked in at least one minute later than the scheduled start of their shifts, Defendants would unlawfully decrease the hourly pay rate of that employee by \$1 for the entire next one week.

Throughout the statutory period, Defendants also instructed Plaintiff and the Aggrieved Employees to clock out and continue working after the twelfth hour of work in order not to accumulate double time pay and the second meal period. As a result, Plaintiff and the Aggrieved Employees often worked more than twelve hours per shift but were not compensated for the time worked more than twelve hours and did not receive the second meal period.

Throughout the statutory period, Defendants also required Plaintiff and the Aggrieved Employees to clock out at the end of their shifts and to take off the protective gear and uniform off the clock, without compensation.

Throughout the statutory period, due to Defendants' requirement to keep the machines running throughout the entire shift and due to the lack of coverage, Plaintiff and the Aggrieved Employees were also required to clock out for meal periods and continue working off-the-clock throughout their meal periods or take their first meal periods later, after the fifth hour of work. Plaintiff and the Aggrieved Employees were required to record their meal periods regardless they actually took uninterrupted meal periods or not or took it late so that on paper it looked like they took their timely meal periods.

Throughout the statutory period, Plaintiff and the Aggrieved Employees were also required to respond to Defendants' managers' work-related calls, text messages after the scheduled shift hours without compensation.

Throughout the statutory period, Plaintiff and the Aggrieved Employees received additional remuneration in the form of bonuses. However, Defendants has not compensated Plaintiff and the Aggrieved Employees at the proper overtime, sick pay and meal premium rate. Defendants did not include the additional remuneration paid to Plaintiff and the Aggrieved Employees in the regular rate of pay for purposes of calculating overtime rate of pay, sick pay and meal premiums.

Defendants' automatic deduction and time rounding policies and practices for meal periods, off-the clock/unpaid work completed during meal periods and/or time spent restricted to Defendants' premises and/or subject to Defendants' control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to Plaintiff and the Aggrieved employees who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

In doing so, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code sections 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendants to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Pursuant to the Wage Order 5-2001, subdivision 7(A) "(A) Every employer shall keep accurate information with respect to each employee including the following: . . . (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded." However, Defendants failed to record employee's meal periods in violation of the Wage order requirements.

Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free

meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to take their first meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, their second meal period by the end of the tenth hour of work. Moreover, Defendants did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of meal periods.

Throughout the statutory period, due to Defendants' requirement to keep the machines running throughout the entire shift and due to the lack of coverage, Plaintiff and the Aggrieved Employees were required to clock out for meal periods and continue working off-the-clock throughout their meal periods or take their first meal periods later, after the fifth hour of work. Plaintiff and the Aggrieved Employees were required to record their meal periods regardless they actually took uninterrupted meal periods or not or they took it late so that on paper it looked like they took their meal periods.

Throughout the statutory period, Defendants also failed to provide second meal periods when Plaintiff and the Aggrieved Employees worked more than 10 hours during one shift. Defendants instructed Plaintiff and the Aggrieved Employees to clock out and continue working after the twelfth hour of work in order not to accumulate double time pay and the second meal period. In fact, not only Defendants failed to authorize and provide the second meal period but explicitly instructed Plaintiff and the Aggrieved Employees not to take the second meal periods. As a result, Plaintiff and the Aggrieved Employees often worked more than twelve hours per shift but did not receive the second meal periods. Plaintiff and the Aggrieved Employees were also instructed to take their meal periods only in a designated meal break area. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendants' failure to provide lawful meal periods, Defendants implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to Defendants' premises), despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendants failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal periods were recorded, Defendants illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code sections 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 1 l(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendants to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendants' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants did not inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Defendants did not schedule rest periods every 4 hours or a major fraction. Due to the heavy workload, the requirement to keep the machines running throughout the entire shift and lack of coverage, Plaintiff and the Aggrieved Employees would regularly miss their first, second, third or fourth rest breaks. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendants to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked

and meal periods. Defendants' failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendants to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff and the Aggrieved Employees used their personal cell phones to regularly send photos of defective products to their managers, send and receive calls and text messages related to work assignments, tasks and schedule changes. Defendants failed to reimburse Plaintiff and the Aggrieved Employees for a reasonable portion of their phone bills.

Plaintiff and the Aggrieved Employees were also required to purchase face masks and gloves during COVID pandemic without reimbursement.

Plaintiff and the Aggrieved Employees incurred these expenses as a direct result of performing their job duties for Defendants, and Defendants have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time (including minimum, straight time and overtime wages), missed meal periods, and missed rest periods.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendants is liable to Plaintiff and non-exempt aggrieved employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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 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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify Defendants' legal entity name, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in

accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiff and the Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

**Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave
(Violations of Labor Code §§ 245-248.5)**

Throughout the statutory time period, Defendants failed to provide proper paid sick leave to Plaintiff and the Aggrieved Employees. Defendants improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Based on information and belief, Defendants further failed to provide notice of the accurate sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

Based on information and belief, Defendants failed to put the Aggrieved Employees on notice of their paid sick leave rights-or thereby putting their entitlement to sick leave in a Labor Code § 2810.5 notice. In addition, Defendants failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employee throughout the relevant time period.

Based on information and belief, throughout the relevant period, Defendants failed to provide notice of sick leave amount balance left for Plaintiff and the Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and the Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendants failed to maintain records documenting the correct hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Defendants unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Defendants' failure to properly institute a paid sick leave program.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendants' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendants is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Failure to Pay All Accrued Vacation Wages at Termination

California Labor Code § 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Defendants had and continue to have a uniform policy and practice of failing to allow the Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation) to the Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code § 227.3.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendants' violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendants to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to non-exempt and exempt aggrieved employees including but not

limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.6, 227.3, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Defendants have violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and other non-exempt aggrieved employees and exempt aggrieved employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, and 2699(f)(2).

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendants or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC

Exhibit “2”

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285,
7 Glendale, California 91203.

8 On the date indicated below, I served the document described as: **DECLARATION OF LILIT
9 TUNYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF
10 CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT**
11 on the interested parties in this action by sending a true copy thereof to interested parties as
12 follows and as stated on the attached service list:

13 Stacy Henderson
14 stacy@hendersonhatfield.com
15 Vanessa Luna
16 vanessa@hendersonhatfield.com
17 Cindy Gotelli
18 cindy@hendersonhatfield.com
19 **HENDERSON HATFIELD APC**
20 1101 15th Street, Modesto, California 95354
21 Telephone: (209) 599-5003
22 Facsimile: (209) 599-5008
23 Direct: (209) 924-4894

24 ***Attorneys for Defendants GEMPERLE EGG PACKING CO. INC. and GEMPERLE BROS.
25 DBA GEMPERLE FAMILY FARMS***

26 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale,
27 California, by e-mail delivery on the parties listed herein at their most recent known e-
28 mail address or e-mail of record in this action.

[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept
electronic service, I caused the documents to be sent to the persons at the electronic
service addresses listed above via electronic mail. I did not receive an error message.

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

Executed on November 17, 2025, at Glendale, California.

Natalia Zevallos

Name

Signature