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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF KERN**

15 ISAAC RODRIGUEZ, MARIA
16 ALVAREZ, CECILIO GUZMAN
17 VIVEROS, KATE LOPEZ and
18 GILBERTO SERRATOR MORENO,
19 individuals, on behalf of themselves and
20 on behalf of all persons similarly situated,

21 Plaintiffs,

22 vs.

23 FEGHALI FOODS, a Corporation; and
24 DOES 1 through 50, inclusive,

25 Defendants.

CASE No. BCV-23-100142

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARDS**

Hearing Date: October 1, 2024

Hearing Time: 8:30 a.m.

[Hearing scheduled by Order dated May 30, 2024]

Judge: Hon. T. Mark Smith

Dept.: T-2

Action Filed: January 17, 2023

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs Isaac Rodriguez, Maria Alvarez, Cecilio Guzman Viveros,
4 Kate Lopez, and Gilberto Serrato Moreno ("Plaintiffs" in this matter. As such, I am fully familiar with
5 the facts, pleadings and history of this matter. The following facts are within my own personal
6 knowledge, and if called as a witness, I could testify competently to the matters stated herein. This
7 declaration is being submitted in support to the Plaintiffs' motion for final approval of the class
8 settlement, including attorneys' fees, costs and service award

9 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
10 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
11 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
12 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
13 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
14 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
15 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
16 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
17 cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta,
18 Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,
19 Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon,
20 Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association.
21 Class Counsel have been approved as experienced class counsel during contested motions in state and
22 federal courts throughout California. It is this level of experience which enabled the firm to undertake the
23 instant matter and to successfully combat the resources of the defendants and their capable and
24 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and
25 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

26
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the

1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Feghali
2 Foods (“Defendant”) reached a full and final settlement of the above-captioned action, which is embodied
3 in the Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross
4 Settlement Amount to be paid by Defendant is Eight Hundred Thousand Dollars (\$800,000). (Agreement
5 at ¶¶ 1.25 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following
6 elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class
7 Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses
8 Payment; (4) the Class Representative Service Payments to Plaintiffs; and (5) the PAGA Penalties.
9 (Agreement at ¶ 1.25.)

10 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.
11 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
12 (Agreement at ¶ 3.1.)

13 (c) Within thirty fourteen (14) days of the Effective Date, Defendant shall deposit the Gross
14 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class
15 Payments to Participating Class Members along with the other Court-approved distributions shall be
16 made by the Administrator within fourteen (14) days after Defendant fund the Gross Settlement Amount.
17 (Agreement at ¶ 5.1.)

18 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
19 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
20 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
21 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class
22 Members as their Individual Class Payments. (Agreement at ¶¶ 1.31 and 3.2.) From the Net Settlement
23 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
24 dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class
25 Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay
26 Periods. (Agreement at ¶ 3.2(e).) Pay Periods will be based on Defendant’s records, however, Class
27 Members will have the right to challenge the number of Pay Periods.

28 (e) Class Members were sent the Court approved Class Notice using the procedure approved by

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, Madely Nava ("Nava
3 Decl.") ¶¶ 5-7. Class Members were provided with the opportunity to exclude themselves or "opt out"
4 if they did not want to participate in the settlement. (Agreement at ¶¶ 1.45, 8.5, 8.7, Ex. A.) Nava Decl.
5 ¶ 7, Exh. A. No Class Member objected and only two (2) Class Members submitted a request for
6 exclusion. Nava Decl. ¶ 11-12. Therefore, nearly all Class Members (99.88%) are deemed Participating
7 Class Members who are bound by the Settlement and will be entitled to receive a Settlement Share.
8 (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will
9 still be paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA
10 Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the
11 Notice advised the Class Members of their right to object to the Settlement and/or dispute their
12 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

13 (f) A Participating Class Member must cash his or her Individual Class Payment check within
14 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
15 be voided and any funds represented by such checks sent to a Court-approved nonprofit organization or
16 foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties
17 have agreed on the Court Appointed Special Advocates of Kern County as the Cy Pres Recipient, subject
18 to Court approval. The Parties, Class Counsel and Defense Counsel represent that they have no interest
19 or relationship, financial or otherwise, with the intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

20 (g) Apex Class Action Administration was appointed by the Court as the Administrator for the
21 Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for
22 settlement administration in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(c).) As set forth in
23 the Nava Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date,
24 as well as anticipated fees and costs for completion of the settlement administration, are \$18,400.

25 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
26 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
27 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
28 Litigation Expenses Payment in an amount not to exceed \$30,000. (Agreement at ¶ 3.2(b).) Subject to

1 Court approval, the Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs as
2 the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these requests for
3 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
4 support, including lodestar.

5 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
6 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
7 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$50,000. (Agreement at ¶ 3.2(d).) Pursuant to the
8 express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75%
9 shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
10 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
11 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
12 forth in the accompanying proof of service, the LWDA has been served with this motion and the
13 Agreement.

14 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
15 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
16 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
17 at \$800,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
18 liability and class certification in this case were far from certain in light of the defenses asserted by
19 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
20 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
21 reasonable and adequate, and should be finally approved.

22
23 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
24 dated May 30, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
25 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On July 2,
26 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
27 each class member with the terms of the Settlement, including notice of the claims at issue and the
28 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being

1 sought, how individual settlement awards would be calculated, and the specific, estimated payment
2 amount to that individual. Nava Decl. ¶ 7, Exh. A. In disseminating the notice, the Administrator
3 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,
4 there have been no objections and only two (2) requests to opt-out. Nava Decl. at ¶¶ 11-12. As such,
5 nearly the entire Class (99.88%) will participate in the Settlement and will be sent a settlement check. *See*
6 Nava Decl. at ¶¶ 13-15.

7
8 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
9 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay,
10 were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were
11 not paid sick pay at the correct rate of pay, were not timely paid earned wages, were not provided
12 reimbursement for required expenses, were not provided accurate itemized wage statements, and were
13 not paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney fees,
14 litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiffs and the other
15 Class Members by virtue of the foregoing claims.

16
17 6. Procedural History of the Litigation

18 (a) On October 31, 2022, Plaintiff Rodriguez filed with the LWDA and served on Defendant a
19 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
20 penalties on behalf of Aggrieved Employees for various Labor Code violations.

21 (b) On January 17, 2023, Plaintiff Rodriguez filed a class action Complaint against Defendant in
22 the Superior Court of the State of California, County of Kern. This class action Complaint asserted class
23 claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et
24 seq.; (2) failure to to pay minimum wages in violation of Cal. Labor Code §§ 1194, 1197, and 1197.1;
25 (3) failure to pay overtime wages in violation of Cal. Labor Code §§ 510, 1194 & 1198; (4) failure to
26 provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide
27 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate
28 itemized wage statements in violation of Cal. Labor Code § 226; (7) failure to provide requires expense

1 reimbursement in violation of Cal. Labor Code § 2802; (8) failure to provide wages when due in violation
2 of Cal. Labor Code §§ 201, 202 and 203; and (9) failure to pay sick wages in violation of Cal. Labor Code
3 §§ 204, 233, 246. On April 4, 2023, Plaintiff Rodriguez filed a dismissal without prejudice of the Class
4 Action, which the Court ordered that same date.

5 (c) On January 17, 2023, Plaintiff Rodriguez filed a separate Representative Action Complaint
6 against Defendant (the "PAGA Action"). Plaintiff Rodriguez's Representative Action Complaint asserted
7 one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for
8 violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512,
9 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
10 Subdivision 5(A)-(B), and the applicable Wage Order(s). As part of this Settlement, the Parties are
11 stipulating to the filing of a First Amended Class and Representative Action Complaint in the PAGA
12 Action that: (i) adds all claims and parties originally filed in the Class Action that was dismissed without
13 prejudice, and (ii) adds Maria Alvarez, Cecilio Guzman Viveros, Kate Lopez, and Gilberto Serrato
14 Moreno as named Plaintiffs and Class Representatives. The First Amended Class and Representative
15 Action Complaint shall be the operative complaint in the Action (the "Operative Complaint")

16 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
17 in formal discovery and the production of documents, class data, and other information, allowing for the
18 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
19 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) redacted payroll data and time
20 punch data for the Class; (3) Defendant's wage and hour policies; (4) the employment files for the
21 Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received
22 the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations
23 of the claims for the Class.

24 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
25 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
26 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have
27 engaged in significant discovery, research and investigation in connection with the Action. Class Counsel
28 has thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an

1 expert to perform an analysis of the data and valuation of the claims.

2 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
3 to mediation, the Parties engaged in the above investigation and the exchange of documents and
4 information in connection with the Action. On February 16, 2024, the Parties participated in an all-day
5 mediation presided over by Tagore Subramaniam, a respected and experienced mediator of wage and hour
6 class actions. Following the mediation, each side, represented by its respective counsel, were able to
7 agree to settle the Action based upon a mediator's proposal which was memorialized in a memorandum
8 of understanding. The Parties then negotiated the final terms of the settlement as set forth in the
9 Agreement. At all times, the negotiations were arm's length and contentious.

10 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
11 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
12 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
13 among other things, that it has complied at all times with the California Labor Code, applicable Wage
14 Order, and all other laws and regulations. Further, Defendant contends that class certification is
15 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
16 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
17 certification on the basis that the claims meet the requisites for class certification. Without admitting that
18 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
19 purposes only. (Agreement at ¶ 2.9.) The Parties agree that certification for settlement purposes is not
20 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
21 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
22 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
23 with respect to the Class are satisfied.

24 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal
25 discovery was obtained, which included the production of more than a thousand pages of relevant
26 documents. Class Counsel engaged in a thorough review and analysis of the relevant documents and data
27 with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
28 possessed sufficient information to make an informed judgment regarding the likelihood of success on

1 the merits and the results that could be obtained through further litigation. In addition, Class Counsel
2 previously negotiated settlements with other employers in actions involving nearly identical issues and
3 analogous defenses. Based on the foregoing data and their own independent investigation, evaluation and
4 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
5 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
6 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
7 potential appellate issues.

8

9 7. History of Settlement Discussions

10 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
11 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
12 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
13 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
14 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel
15 who has previously litigated similar claims against other employers.

16 (b) The Parties attended an arms-length mediation session with Tagore Subramaniam, Esq., a
17 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
18 preparation for the mediation, Defendant provided Plaintiffs and Class Counsel with payroll and
19 employment data and other information regarding the Class Members, various internal documents, and
20 other compensation and employment-related materials. Class Counsel analyzed the data with the
21 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
22 mediator. Following the all-day mediation session, with after arms' length negotiations both during and
23 after the mediation, the Parties agreed to this Settlement based upon a mediator's proposal.

24 (c) From February 2024 to April 2024, the settlement agreement and exhibits thereto were
25 finalized and executed. On May 30, 2024, the Court issued its Order granting preliminary approval of
26 the settlement as fair, adequate, and reasonable to the Class.

27 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate. In
28 my judgment as experienced Class Counsel, this Settlement should be finally approved.

1 8. The outcome of this case would have been uncertain and fraught with risks.

2 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
3 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
4 applicable Labor laws. Defendant argued that Class Members were properly paid for all time worked and
5 that all work time was properly recorded. Defendant maintained there was no miscalculation of the
6 regular rate when paying wages to the Plaintiffs and the Class. Defendant contends that its meal and rest
7 period policies fully complied with California law and Defendant did not fail to provide the opportunity
8 for legally required meal and rest breaks. Defendant could argue that its payment of meal period
9 premiums is evidence of its lawful practices. Defendant contend that there was no failure to pay for
10 business expenses and any cell phone usage was merely convenient and voluntary such that
11 reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court decision
12 in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012) and the existence of arbitration agreements,
13 weakened Plaintiffs' claims, on liability, class-wide damages, and class certifiability as to the meal and
14 rest period claims. Defendant also contends that Plaintiff's pursuit of class-wide relief is further
15 challenged because Defendant could enforce arbitration agreements with class action waivers. Defendant
16 also argues that based on its facially lawful practices, Defendant acted in good faith and without
17 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage
18 statements. If successful, Defendant's defenses could eliminate or substantially reduce any recovery to
19 the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these
20 defenses have merit and therefore present a serious risk to recovery by the Class.

21 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
22 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
23 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
24 propriety of class certification, arguing that individual issues precluded class certification. Defendant
25 contended that the existence of arbitration agreements with class waivers could be a threat to class
26 certification and/or the recovery of class-wide damages. Further, as demonstrated by the California
27 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant
28 hurdles to overcome for a class-wide recovery even where the class has been certified. While other cases

1 have approved class certification in wage and hour claims, class certification in this action was hotly
2 disputed and the maintenance of a certified class through trial was by no means a foregone conclusion.

3 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
4 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
5 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
6 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
7 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
8 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
9 and length of a trial against Defendant through possible appeals which could take at least another two or
10 three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
11 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
12 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
13 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
14 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
15 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class
16 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

17 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
18 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
19 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
20 favorably to the value of the claims. Based upon 1,726 Class Members who collectively worked an
21 estimated 71,038 workweeks, the Gross Settlement Amount provides an average value of \$463 per Class
22 Member and \$11.26 per workweek and after deductions the Net Settlement Amount provides an average
23 recovery of \$223.02 per Class Member and a recovery of \$5.41 per workweek. The calculations to
24 compensate for the amount due for the Class at the time of the mediation were calculated by Berger
25 Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs
26 used the expert to analyze the data and determine the potential unpaid wages for the employees. For the
27 Class, the maximum potential damages were calculated to be \$121,111 for the alleged unpaid overtime
28 premium wages, \$1,187,057 for the alleged unpaid wages for off-the-clock work at 1 hour per workweek,

1 \$2,763 for the alleged unpaid wages due to miscalculation of the regular rate when paying wages, \$9,183
2 for the alleged underpayment of meal period premiums and sick pay, \$199,154 for alleged meal period
3 damages based upon a 10% potential violation rate for shifts worked and after deducting the meal
4 premiums actually paid by Defendant, \$3,554,307 for alleged rest period damages based upon a 76.8%
5 potential violation rate for shifts worked observed in the time records, \$159,235 for alleged unreimbursed
6 business expenses for personal cell phone usage at \$5 per month. As a result, the total damage valuation
7 was calculated that Defendant was subject to a maximum damage claim in the amount of \$5,232,810.
8 As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of
9 \$3,137,331, and potential wage statement penalties were a maximum of \$1,406,200.¹ Defendant
10 vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement
11 Amount of \$800,000 represents more than 15% of the maximum value of the alleged damages at issue
12 in this case at the time this Settlement was negotiated.² Importantly, the recent decision that good faith
13 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
14 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages
15 were owed to the Class. The above maximum calculations should then be adjusted in consideration for
16 both the risk of class certification and the risk of establishing class-wide liability on all claims. Given
17 the amount of the settlement as compared to the potential value of claims in this case and the defenses
18 asserted by Defendant, this settlement is fair and reasonable.³ Clearly, the goal of this litigation has been

20 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
21 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
22 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
23 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
24 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
(2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
as to whether and when the wages were due.").

25 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
26 Plaintiffs did not included the PAGA claim in this discussion of the value of the class claims. The
27 PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs'
Motion for Preliminary Approval..

28 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
settlement where the settlement amount constituted approximately 25% of the estimated overtime

1 met.

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
4 defenses both to liability and to class certification. The maximum and average class member allocation
5 (in addition to their Individual PAGA Payment) are \$1,235.46 and \$223.02, respectively. *See* Nava Decl.
6 ¶ 15. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal,
7 the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

8 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
9 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe in
10 the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to class
11 certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiffs'
12 case and the risk of establishing class wide liability and damages.

13
14 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

15 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should
16 Be Enforced

17 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
18 fund settlement to be paid by Defendant to the Class in the amount of Eight Hundred Thousand Dollars
19 (\$800,000). (Agreement at ¶¶ 1.25 and 3.1.) As part of the settlement, the parties agreed to an award of
20 attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees
21 Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the
22 Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

23 (b) In the class action context, that means "attempting to award the fee that informed private
24 _____
25 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
26 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
27 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
28 *Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 bargaining, if it were truly possible, might have reached.” Here, informed arms-length bargaining
2 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
3 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
4 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
5 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
6 value of the award requested.

7 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
8 approved. The requested fee award was bargained for during arms’ length adversarial bargaining by
9 counsel for each of the parties as part of the Settlement.

10
11 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
12 Created for the Benefit of the Class

13 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
14 of the Gross Settlement Amount of \$800,000, which equals \$266,666 for attorneys’ fees. As part of the
15 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
16 incurred as per Class Counsel's billing statement in an amount not to exceed \$30,000. Finally, Defendant
17 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of
18 \$10,000 each, as their service awards under the Agreement.

19 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
20 significant contingent risk such as this one. Our legal system places unique reliance on private litigants
21 to enforce substantive provisions of employment law through class actions. Therefore, attorneys
22 providing these substantial benefits should be paid an award equal to the amount negotiated in private
23 bargaining that takes place in the legal market place.

24 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
25 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
26 with his fee. The attorney working on a contingent basis can only log hours while working without pay
27 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
28 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this

1 case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent
2 fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of
3 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis
4 for over nearly two years, with all of the risk factors inherent in such an uncertain undertaking. Indeed,
5 I am aware of other similar cases where the court dismissed the class allegations or denied class
6 certification. Under such circumstances, courts have held that a risk multiplier must be applied to the fee
7 award.

8 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
9 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
10 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
11 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
12 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
13 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
14 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
15 multiplier approved in other cases.

16 (e) At the time this case was brought, the result was far from certain as discussed above at
17 paragraphs 8(a) and 8(b).

18 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
19 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification,
20 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
21 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
22 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
23 defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required
24 to invest substantial time and resources in investigation, litigation, the determination of potential damages
25 and communicating with and responding to opposing counsel's and class members' requests and
26 inquiries.

27 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
28 compensable hourly work on other cases to devote the necessary time and resources to this contingent

1 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
2 fee work in this case which could potentially have paid nothing.

3 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
4 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
5 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
6 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
7 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
8 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
9 Counsel advanced more than \$30,000 in costs which could not have been recovered if this case had been
10 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
11 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
12 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
13 Plaintiffs also support the requested awards.

14 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
15 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
16 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$266,666 is
17 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
18 **records for Class Counsel evidence that through September 6, 2024, Class Counsel's total lodestar**
19 **is \$205,186.25**, with significant additional fees still to be incurred to complete final approval and the
20 settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total
21 lodestar with a reasonable multiplier of 1.3, and there will be additional lodestar incurred by Class
22 Counsel to complete the settlement process and manage the settlement distribution and reports. Such a
23 multiplier is below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As
24

25 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier
26 of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier
27 approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
28 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from
2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009)

1 evidenced by the billing, Class Counsel's work was efficiently performed and highly successful, and
2 Class Counsel should not be punished for efficient and successful litigation. As a result, this Court may
3 conclude that the requested award is fair and reasonable and is justified under California law.⁵

4 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
5 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
6 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
7 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
8 Counsel has prosecuted this case on a contingency basis for nearly two years. Indeed, if counsel is not
9 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
10 discouraged from prosecuting similar cases.

11 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
12 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
13 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
14 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
15 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
16 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
17 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
18 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
19 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
20 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third

21
22 (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66
23 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex*
Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

24 ⁵ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
25 have been approved by Court's throughout California, including the Courts in the Superior Court of
26 California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
27 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
28 detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct*
MFG., LLC, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

1 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
2 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
3 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
4 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
5 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
6 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
7 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
8 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
9 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
10 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
11 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
12 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
13 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
14 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
15 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
16 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
17 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
18 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
19 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
20 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
21 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
22 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
23 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
24 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
25 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
26 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
27 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
28 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento

1 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
2 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
3 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
4 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
5 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
6 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
7 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
8 a wage and hour class settlement.

9 12. **The contemporaneous billing records for Class Counsel evidence that through**
10 **September 6, 2024, Class Counsel's total lodestar is \$205,186.25**, with significant additional fees still
11 to be incurred to complete final approval and the settlement process. From January 15, 2023 to
12 September 6, 2024, my firm worked on this matter for over 259 hours, with hourly rates for attorneys
13 ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
14 \$205,186.25. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar
15 with a reasonable multiplier of less than 1.3, and there will be additional lodestar incurred by Class
16 Counsel to complete the settlement process and manage the settlement distribution and reports. A
17 detailed breakdown of the total fees and the services performed by the firm on this case is attached hereto
18 as Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not
19 included in this lodestar amount, including finalizing the final approval motion, attending the hearing on
20 final approval, and monitoring completion of the settlement process. I expect this additional work will
21 result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
22 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
23 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
24 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
25 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates
26 have been approved by Court's throughout California, including the Courts in the Superior Court of
27 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
28 Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]"

community’—the Central District of California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of the settlement. This is comparable to the multipliers approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

Litigation Expenses

13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class Counsel Litigation Expenses Payment of not more than \$30,000.” Class Counsel requests reimbursement for incurred litigation expenses and costs in the amount of \$30,000. Class Counsel have incurred \$30,616.10 based upon counsel’s billing records, which is more than the requested award. These litigation expenses include the expenses incurred for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges (Knox, OneLegal), deposition expenses, and research charges (LexisNexis), all of which are costs normally billed to and paid by the client. The details of the litigation expenses incurred are set forth in Class Counsel billing statement, a true and correct copy of which is attached hereto as Exhibit #3. These costs were reasonably incurred in the prosecution of the

1 Action.

2
3 Service Award

4 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
5 service awards of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
6 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to
7 these payments and there have been no objections to the requested service awards. The Plaintiffs'
8 declarations in support of this request is attached hereto as Exhibit #5, 6, 7, 8 and 9. As the only
9 representatives of the Class, Plaintiffs performed their duties to the Class admirably and without
10 exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation,
11 responding to numerous requests, searching for documents, working with counsel, and reviewing the
12 settlement documentation. As set forth in the Agreement, Plaintiffs are also providing a comprehensive
13 release as part of the Settlement, far beyond the class release. As to the Court's question at preliminary
14 approval as to why five class representatives were needed, need for five Plaintiffs was to prevent
15 Defendant from attempting to limit the Class to only one location or only one job position. The five
16 Plaintiffs here worked at various locations and in different positions as follows:

- 17 1. Isaac Rodriguez-Ramos - Arvin location ONLY - Associate/Assistant Manager
18 2. Gilberto Serrato Moreno: Arvin and Bakersfield.locations - Maintenance Worker/Assistant
19 Manager
20 3. Kate Lopez: Arvin, Lamont and Bakersfield locations -Co-Manager
21 4. Maria Alvarez: Arvin, Lamont and Bakersfield. - Crew Member
22 5. Cecilio Guzman Viveros: Arvin, Lamont and Bakersfield locations - Assistant Manager

23 The Plaintiffs' declarations detail the involvement, stress and risks they undertook as a result of this
24 Action. Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to
25 Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having
26 filed a class action on behalf of fellow former employees. Without the Plaintiffs' participation,
27 cooperation and information, no other employees would be receiving any benefit. The payment of service
28 awards to successful class representatives is appropriate and the amount of \$10,000 is well within the

1 currently awarded range for similar settlements. The requested award is also reasonable by reference to
2 the amounts that other California courts have found to be reasonable in wage and hour class action
3 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
4 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
5 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
6 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
7 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
8 *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
9 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
10 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
11 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
12 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
13 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
14 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
15 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D.
16 Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
17 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service
18 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
19 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
20 No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three
21 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
22 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
23 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
24 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
25 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
26 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
27 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
28 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case

1 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
2 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
3 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
4 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
5 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
6 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
7 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
8 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
9 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
10 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
11 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
12 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
13 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
14 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
15 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
16 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
17 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
18 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
19 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
20 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
21 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
22 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
23 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
24 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
25 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
26 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
27 (awarding \$10,000 service award).

28 15. The requested service awards are also reasonable in light of the reputational risk that

1 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
2 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
3 searchable on the internet and may become known to prospective employers when evaluating" him for
4 employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
5 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
6 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
7 exists that allows employers to run extensive background searches on potential employees. Companies
8 who provide these services specifically highlight the fact that their services allows employers to weed out
9 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
10 a prospective employee is likely to sue" the employer, through background checks and other means, to
11 screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become
12 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
13 culture, employers simply cannot afford to hire employees who will put their company at risk."⁷
14 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
15 extremely competitive and highly litigious, conducting pre employment background checks has become
16 a necessity."⁸

17 16. As a result, Class Counsel respectfully requests approval of the application for award of
18 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
19 expenses in the amount of \$30,000, and approval of the requested service awards to the Plaintiffs.

20 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
21 The Class Counsel Fees Payment awarded shall be allocated entirely to Blumenthal Nordrehaug
22 Bhowmik De Blouw LLP.

25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 6th day of September, 2024, at San Diego, California.

3 /s/ Norman Blumenthal
4 NORMAN B. BLUMENTHAL
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EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

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Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figuroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North America, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198;

Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County

Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. – San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. – San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior

Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Isaac Rodriguez, Maria Alvarez, Cecilio Guzman Viveros, Kate Lopez, and Gilberto Serrato Moreno (collectively, “Plaintiffs”) and defendant Feghali Foods, (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate settlement of the Action on a class-wide basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting final approval of the Class Settlement, as defined below, or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collectively means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned: (1) *Isaac Rodriguez v. Feghali Foods*, Case No. BCV-23-100142, initiated on January 17, 2023 and pending in Superior Court of the State of California, County of Kern; (2) *Isaac Rodriguez v. Feghali Foods*, Case No. BCV-23-100130 initiated on January 17, 2023 in Superior Court of the State of California, County of Kern, and subsequently dismissed, without prejudice, on April 4, 2023.
- 1.2. “Administrator” means Apex Class Action, 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.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit

Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Class Workweeks and PAGA Pay Periods.
- 1.9. “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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 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 with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from February 16, 2020 through the date of preliminary approval.
- 1.14. “Class Workweek” means any workweek during the Class Period in which a Class Member worked for Defendant for at least one day.
- 1.15. “Class Representative” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

- 1.16. “Class Representative Service Payment(s)” means the service payments made to the Plaintiffs as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.17. “Court” means the Superior Court of California, County of Kern.
- 1.18. “Defendant” means Feghali Foods.
- 1.19. “Defense Counsel means Vanessa Franco Chavez and Catherine E. Bennett of Klein, DeNatale, Goldner Cooper, Rosenlieb & Kimball, LLP.
- 1.20. “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: (i) the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) the dismissal of any appeal, writ, or other appellate proceeding opposing the Settlement with no right to pursue further remedies or relief; or (iii) upon the expiration of any time to file a petition for rehearing and the expiration of any time to file any petition in the California Supreme Court or the Supreme Court of the United States following a final appellate opinion or order upholding the Court’s final order with no right to pursue further remedies or relief. In the event there is a motion to set aside the judgment filed within 15 days after notice to Class Members pursuant to California Rules of Court, rule 3.771(b), or a motion to intervene filed within 60 days after notice to Class Members pursuant to California Rules of Court, rule 3.771(b), “the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement” (as that phrase is used in (b)(i)-(iii), above) will be based on the later of the court’s ruling or order on any such motion or entry of final order and judgment certifying the class and approving this Settlement. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Settlement.
- 1.21. “Employer Taxes” means employer-funded taxes and contributions imposed on the wage portions of the Individual Class Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.
- 1.22. “Employee’s Taxes and Required Withholding” means the employee’s share of any and all applicable federal, state or local payroll taxes, inclusion those collected under authority of the FICA, FUTA, or SUTA on the portion of any Individual Class Payment that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld from the Individual Class Payments paid to Participating Class Members.

- 1.23. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.24. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.25. “Gross Settlement Amount” means Eight Hundred Thousand Dollars (\$800,000) which is the total amount to be paid by Defendant as provided by this Agreement 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 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any Employer Taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.26. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks worked during the Class Period, less Employee’s Taxes and Required Withholding.
- 1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.28. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.29. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.31. “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, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.32. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means Plaintiff Rodriguez’s October 31, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.37. “PAGA Period” means the period of time from October 31, 2021 through the date of preliminary approval.
- 1.38. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.39. “Plaintiffs” means Isaac Rodriguez, Maria Alvarez, Cecilio Guzman, Viveros, Kate Lopez, and Gilberto Serrato Moreno, the named plaintiffs in the Action.
- 1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.41. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.43. “Released Parties” means: Defendant and each of its former, future, and present parent, joint venturers, and affiliated corporations and partnerships; their directors, officers, shareholders, principals, owners, members, managers, partners, customers, employees, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries.
- 1.44. “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.
- 1.45. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last

date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class 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.

1.46. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

2. RECITALS

The Class Action

2.1. On January 17, 2023, Plaintiff Rodriguez commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Kern (The “Class Action”). Plaintiff Rodriguez’s Class Action Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and
- (i) Failed to pay sick pay wages in violation of California Labor Code §§ 204, 233, 246.

2.2. On April 4, 2023, Plaintiff Rodriguez filed a dismissal without prejudice of the Class Action, which the Court ordered that same date.

The PAGA Action

2.3. On January 17, 2023, Plaintiff Rodriguez filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff Rodriguez’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197,

1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

- 2.4. On April 25, 2023, Defendant filed an answer to Plaintiff Rodriguez's Representative Action Complaint, asserting thirteen (13) affirmative defenses.

Pleading Amendment

- 2.5. As part of this Agreement, the Parties stipulated to the filing of a First Amended Class and Representative Action Complaint in the PAGA Action that: adds all claims and parties originally filed in the Class Action that was dismissed without prejudice, and adds Maria Alvarez, Cecilio Guzman Viveros, Kate Lopez, and Gilberto Serrato Moreno as named Plaintiffs and Class Representatives. The First Amended Class and Representative Action Complaint shall be the operative complaint in the Action (the "Operative Complaint"), which will be filed once this Agreement has been executed by all the Parties and no later than the date of Plaintiff's motion for preliminary approval.
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

Mediation and Settlement

- 2.7. On February 16, 2024, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq., a respected mediator of wage and hour representative and class actions. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.11. The Parties agree that this Agreement is for settlement purposes only and if, for any reason, the Agreement is not approved, the Agreement will be of no force or effect. In such event, nothing in this Agreement shall be used or construed by or against any party as a determination, admission, or concession of any issue of law or fact in the Action; and the Parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of this Action as if this Agreement never existed.
- 2.12. The Court has not granted class certification.
- 2.13. The Agreement set forth herein intends to achieve the following: (1) an entry of an order approving the Settlement; (2) entry of judgment of the Action; (3) discharge of Released Parties from liability for any and all of the Released Claims; and (4) discharge of Defendant from liability for any and all claims arising out of the Action.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$800,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has 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 Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the

Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$266,666, and a Class Counsel Litigation Expenses Payment of not more than \$30,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$20,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. 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.

- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks.
- i. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of approximately 1,669 Class Members who collectively worked a total of 65,000 Class Workweeks during the Class Period through February 16, 2024, and 1,059 Aggrieved Employees who worked a total of 19,472 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant 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. Class Counsel shall not receive a copy of the Class Data or any content thereof unless Defendant expressly agrees to disclosure of information for purposes of this Settlement. Defendant has 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 Defendant 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 the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. At least five (5) business days prior to Defendant's deadline for funding of the Gross Settlement Amount, the Administrator shall calculate the total Employer Taxes due on the wage portion of the Individual Class Payments and issue Defendant instructions and the amount of the Employer Taxes.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties agree to appoint Court Appointed Special Advocates of Kern County as the Cy Pres Recipient, subject to Court approval. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all Employer Taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiffs' Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and does hereby forever generally release, discharge, and agree to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, causes of action, suit, rights, demands, costs, losses, transactions, occurrences, or debts or expenses (including attorney fees and costs), known or unknown, at law or in equity which Plaintiffs each may now have or may become aware of after the signing of this Agreement, including, but not limited to: (a) arising out of or in any way connected with their employment with Defendant; (b) the Released Claims, (c) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (d) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action, Plaintiff Rodriguez's PAGA Notice, or ascertained during the Action and released under 6.2, below, and (e) and any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include, but is not limited to, any and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement Income Securities Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California

Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress, negligent infliction of emotional distress, or damages under any other federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs. ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, based on occurrences outside the Class Period, or claims which cannot be waived as part of this settlement as a matter of law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs, being aware of California Civil Code section 1542, as well as any other statutes or common law principles of a similar effect, hereby forever expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Plaintiffs specifically acknowledge that he or she is aware of and familiar with the provisions of the above Civil Code section 1542. Plaintiffs may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but agree that, upon the funding of the entire Gross Settlement Amount and Employer Taxes, Plaintiffs shall and hereby does fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts, through the date on which this Agreement is fully executed.

6.2. Release by Participating Class Members

- (a) Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and do hereby forever release, discharge, and agree to hold harmless the Released Parties from all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action including any and all claims for: 1) unlawful business practices; 2) failure to pay minimum wages; 3) failure to pay overtime compensation; 4) failure to provide required meal periods and meal period premium pay; 5) failure to provide required rest periods and rest period premium pay; 6) failure to provide accurate and complete itemized statements; 7) failure to reimburse employees for expenses; 8) failure to pay wages when due; and 9) failure to pay sick pay wages (“Released Class Claims”). To the extent based on facts alleged on the Operative Complaint or the PAGA Letter, the Released Class Claims encompass, but are not limited to, all claims pursuant to the applicable IWC Wage Order, and Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 515, 1194, 1194.2, 1197, 1197.1, 1198, 2802; California Business and Profession Code §§ 17200, et seq. The Released Class Claims excludes claims, if any, by Class Members for workers compensation; unemployment; disability benefits; causes of action which may be possessed by Class Members (other than the named Plaintiffs) under state or federal discrimination statutes, including, without limitation, wrongful termination and violation of the Fair Employment and Housing Act; and Class claims outside of the Class Period.
- (b) Each Participating Class Member will be bound to the release of Released Class Claims as a result of this Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.
- (c) Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Class Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Class Payment. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

6.3. Release as to PAGA. Upon the Effective Date and full funding of the Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA, that Aggrieved Employees have had, now have, or may have in the future against Released Parties based on any acts or omissions occurring during the PAGA Period and were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or the PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims include, but are not limited to, claims for PAGA penalties pursuant to Labor Code §§ Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2699, et seq, 2802. Any Aggrieved Employees who submit a valid and timely Request for Exclusion are still entitled to their Individual PAGA Payment and have no right or ability to opt out of the portion of this Settlement releasing the Released PAGA Claims. Released PAGA Claims excludes claims, if any, by Class Members for workers compensation; unemployment; disability benefits; causes of action which may be possessed by Class Members (other than the named Plaintiffs) under state or federal discrimination statutes, including, without limitation, wrongful termination and violation of the Fair Employment and Housing Act; and PAGA claims outside of the PAGA Period.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Defendant’s Responsibilities. In a declaration under penalty of perjury, Defendant will verify that the Class Members all signed arbitration agreements.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. .

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of

the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; posting the Class Notice Packet on the Administrator's website, conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Class Workweeks, and PAGA Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The Administrator will also post a copy of the Class Notice with Spanish Translation on its website at least until the date of the Final Approval Hearing. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. Other than verifying that Defendant does not have any additional information to locate or send the Class Notice, the Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Class Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge, though the Court may make a final determination of any dispute. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge, except by the Court.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Class Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class 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 Class 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 Class 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 Class Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) 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.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire 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 (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. 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.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. If Final Approval is granted, the Administrator will post the above-listed information of interest for at least 180 days after the date of mailing Individual Class Payments and Individual PAGA Payments.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list (a) to Class Counsel and Defense Counsel containing the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”) , along with copies of all valid and timely Requests for Exclusion; and (b) to Defense Counsel containing the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion, along with copies of all invalid or untimely Requests for Exclusion from Settlement submitted.
- (c) Class Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include providing the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. The Administrator must, on a weekly basis, provide Defense Counsel the names and identifying information of Class Members whose Class Notices have been returned as undeliverable for the purpose of determining if Defendant can provide any additional information to successfully mail the Class Notice.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

(f) Posting of Final Judgment. Within 10 days after the Court has held a Final Approval Hearing and entered the Judgment certifying the Class for settlement purposes only and approving the Settlement, the Administrator will give notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said Judgment on its website at a web address to be included in the Class Notice.

(g) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. Should the Class Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10%, Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of total Class Workweeks exceeds 71,500, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Class Workweeks worked by the Class Members above the 10%. For example, if there was an 11% increase in the number of Class Workweeks during the Class Period, Defendant could agree to increase the Gross Settlement Amount by 1% or end the Class Period as of the date the total number of Class Workweeks exceeded 71,500.

10. DEFENDANT'S RIGHT TO WITHDRAW. Neither side shall encourage any Class Member to opt out. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a

motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. 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 an equal basis, any additional Administration Expenses reasonably incurred at the time of 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.

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only, and that the Parties' settlement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial purposes is or would be warranted, appropriate or proper; or that Plaintiffs could establish any of the requisite elements for class treatment of any of the claims in the Action. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, or the settlement is termination or otherwise rendered null and void, then certification of the Class shall be automatically vacated, shall be void ab initio, of no force or effect, and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Action or in any other action which have been, are or can be, satisfied. Further, if the Parties' class and PAGA agreement is not finally approved or if it is terminated for any reason, Plaintiffs agree that they will promptly dismiss all the class and individual wage claims in the amended complaint without prejudice and agree to stay the remaining representative PAGA action pending arbitration of Plaintiffs' respective individual claims. Plaintiffs agree that the Parties' settlement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, that Defendant waived the right to compel arbitration. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of

Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. This confidentiality clause extends to the parties' use of social media people often use to communicate during their daily lives, such as X (formerly Twitter), Facebook, blogs, Instagram, and the like. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. Attorneys' Fees and Costs. Except as otherwise specifically provided for herein, each party shall bear her or its own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them or arising out of the Action and shall not seek reimbursement thereof from any other party in this Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its reasonable attorneys' fees and costs.
- 13.13. 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.
- 13.14. 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.
- 13.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant 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, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the

Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 13.16. 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.
- 13.17. 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.
- 13.18. 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 Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Vanessa Franco Chavez
Catherine E. Bennett
Klein, Denatale, Goldner, Cooper, Rosenlieb & Kimball, LLP
10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311
Tel.: (661) 395-1000
Fax: (661) 326-0418
E-Mail: vchavez@kleinlaw.com
cbennett@kleinlaw.com

- 13.19. 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.

13.20. 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 a period of not less than one (1) year starting from the date of the signing of the Memorandum of Understanding by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

13.21. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 9, 2024


Isaac Rodriguez (Apr 9, 2024 17:26 PDT)
Plaintiff Isaac Rodriguez

Dated: Apr 9, 2024


Maria Alvarez (Apr 9, 2024 23:03 PDT)
Plaintiff Maria Alvarez

Dated: Apr 9, 2024


Cecilio Guzman (Apr 9, 2024 20:58 PDT)
Plaintiff Cecilio Guzman Viveros

Dated: Apr 9, 2024


Kate Lopez Hernandez (Apr 9, 2024 23:20 PDT)
Plaintiff Kate Lopez

Dated: Apr 9, 2024

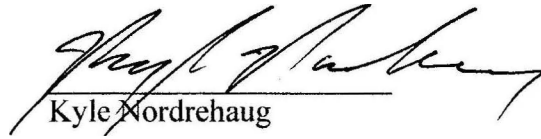

Gilberto Serrato Moreno (Apr 9, 2024 20:52 PDT)
Plaintiff Gilberto Serrato Moreno.

Dated: April 18, 2024


Jeffrey Feghali
For Defendant Feghali Foods

Approved as to form:

Dated: 4/10/24



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff

Dated: 4/18/2024



Vanessa Franco Chavez

Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball, LLP
Attorneys for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

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

Rodriguez v. Feghali Foods,
Superior Court of the State of California, County of Kern, Case No. BCV-23-100142

***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.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Feghali Foods (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Isaac Rodriguez, Maria Alvarez, Cecilio Guzman Viveros, Kate Lopez, and Gilberto Serrato Moreno (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (February 16, 2020 through _____) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (October 31, 2021 through _____) (“Aggrieved Employees”).

The Parties have reached a settlement, pending court approval. ***The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses.*** Defendant adamantly denies that is has done anything wrong and disputes all the claims in the Action.

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ _____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$ _____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

The above estimates are based on Defendant’s records showing that **you worked << _____>> Class Workweeks** during the Class Period and **you worked << _____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 do 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant 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 a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (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, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant 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 a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class 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 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims

	regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	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 Plaintiffs who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Kern County Superior Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301, in Department _____ before Judge _____. This hearing may change as explained below in Section 9. 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 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s 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 5 of this Notice

1. What is action about?

Plaintiffs were employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick wages, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”). The First Amended Class and Representative Action Complaint, filed _____, 2024, is the Operative Complaint in the Action.

Defendant denies that it has done anything wrong and disputes all the claims in the Action.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator 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, Plaintiffs and Defendant 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, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have 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. 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 terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an “all in” amount of **Eight Hundred Thousand Dollars (\$800,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs 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:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$20,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$266,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiffs' claim under PAGA, \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$12,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is October 31, 2021, through _____.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks. "Class Workweek" means any workweek during the Class Period in which a Class Member worked for Defendant for at least one day. The number of Class Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Class Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Fifteen Percent (15%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty-Five Percent (85%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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 to enter a Judgment. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued 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 funds represented by such checks to a charity, which are currently is proposed to be Court Appointed Special Advocates of Kern County.

Administrator. The Court has appointed a neutral company, Apex Class Action (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.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and

assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and do hereby forever release, discharge, and agree to hold harmless the Released Parties from all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action including any and all claims for: 1) unlawful business practices; 2) failure to pay minimum wages; 3) failure to pay overtime compensation; 4) failure to provide required meal periods and meal period premium pay; 5) failure to provide required rest periods and rest period premium pay; 6) failure to provide accurate and complete itemized statements; 7) failure to reimburse employees for expenses; 8) failure to pay wages when due; and 9) failure to pay sick pay wages (“Released Class Claims”). To the extent based on facts alleged on the Operative Complaint or the PAGA Letter, the Released Class Claims encompass, but are not limited to, all claims pursuant to the applicable IWC Wage Order, and Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 515, 1194, 1194.2, 1197, 1197.1, 1198, 2802; California Business and Profession Code §§ 17200, et seq. The Released Class Claims excludes claims, if any, by Class Members for workers compensation; unemployment; disability benefits; causes of action which may be possessed by Class Members (other than the named Plaintiffs) under state or federal discrimination statutes, including, without limitation, wrongful termination and violation of the Fair Employment and Housing Act; and class claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA, that Aggrieved Employees have had, now have, or may have in the future against Released Parties based on any acts or omissions occurring during the PAGA Period and were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or the PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims include, but are not limited to, claims for PAGA penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2699, et seq, 2802. Released PAGA Claims excludes claims, if any, by Class Members for workers compensation; unemployment; disability benefits; causes of action which may be possessed by Class Members (other than the named Plaintiffs) under state or federal discrimination statutes, including, without limitation, wrongful termination and violation of the Fair Employment and Housing Act; and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former, future, and present parent, joint venturers, and affiliated corporations and partnerships; their directors, officers, shareholders, principals, owners, members, managers, partners, customers, employees, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks.

Defendant's records reflect that you worked <<____>> Class Workweeks during the Class Period (February 16, 2020 through _____).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (October 31, 2021, through _____). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Class Workweeks based on Defendant's 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 Class Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

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

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or “opt out.” **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Rodriguez v. Feghali Foods* lawsuit. The request to opt-out should state the Class Member’s full name, address and email address or telephone number. Please include the name and number of the case, which is *Rodriguez v. Feghali Foods*, Case No. BCV-23-100142. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. 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 Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amounts Class Counsel is requesting for attorneys’ fees and litigation expenses and Plaintiffs is requesting as Class Representative Service Payment. Upon reasonable request, Apex Class Action (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Apex Class Action’s website at _____ for *Rodriguez v. Feghali Foods* or on the website for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-23-100142.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____**[forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. 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, *Rodriguez v. Feghali Foods*, Case No. BCV-23-100142, and

include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

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. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Vanessa Franco Chavez
Klein, Denatale, Goldner, Cooper, Rosenlieb & Kimball, LLP
10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311
Tel: (661) 395-1000
E-mail: vchavez@kleinlaw.com

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department T-2 of the Superior Court of California, County of Kern, at 1215 Truxtun Ave, Bakersfield, CA 93301, before Judge T. Mark Smith. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as

service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings/remote-hearing-information>, or by telephone using Courtcall (<https://www.courtcall.com/>) at 888-882-6878.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Apex Class Action's website at _____ under *Rodriguez v. Feghali Foods*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-23-100142.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Rodriguez v. Feghali Foods* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Apex Class Action's website at _____ under *Rodriguez v. Feghali Foods*. You may get more details by examining the Court's file on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-23-100142. If you wish to view the Court files in person, you do so at the Clerk's Office at the Metropolitan Division Justice Courthouse, 1215 Truxtun Ave, Bakersfield, CA 93301.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to a *cy pres* beneficiary, which is currently proposed to be Court Appointed Special Advocates of Kern County.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

ISAAC RODRIGUEZ, MARIA ALVAREZ,
CECILIO GUZMAN VIVEROS, KATE
LOPEZ and GILBERTO SERRATOR
MORENO, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

FEGHALI FOODS, a Corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: BCV-23-100142

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. T. Mark Smith
Dept: T-2

Date Filed: January 17, 2023
Trial Date: Not set

This matter came before the Honorable T. Mark Smith of the Superior Court of the State of California, in and for the County Kern, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Isaac Rodriguez, Maria Alvarez, Cecilio Guzman Viveros, Kate Lopez, and Gilberto Serrato Moreno ("Plaintiffs") for preliminary approval of the Settlement with Defendant

PRELIMINARY APPROVAL ORDER

1 Feghali Foods (“Defendant”). The Court, having considered the briefs, argument of counsel and
2 all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion
3 for Preliminary Approval of Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement
7 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
8 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
9 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
11 Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount that Defendant shall pay is Eight Hundred Thousand
15 Dollars (\$800,000). It appears to the Court on a preliminary basis that the settlement amount and
16 terms are fair, adequate and reasonable as to all potential Class Members when balanced against
17 the probable outcome of further litigation and the significant risks relating to certification, liability
18 and damages issues. It further appears that investigation and research have been conducted such
19 that counsel for the Parties are able to reasonably evaluate their respective positions. It further
20 appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as
21 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
22 It further appears that the Settlement has been reached as the result of serious and non-collusive,
23 arm’s-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
28

1 reasonable when balanced against the probable outcome of further litigation and the significant
2 risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$30,000, and
5 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
6 \$10,000 each, which are payable out of the Gross Settlement Amount. The Court will not approve
7 the amount of attorneys' fees and costs, nor the amount of any service award, until the Final
8 Approval Hearing. Plaintiffs will be required to present evidence supporting these requests,
9 including lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
14 "all individuals who were employed by Defendant in California and classified as a non-exempt
15 employee at any time during the Class Period." The "Class Period" is February 16, 2020 through
16 _____.

17 7. The Court concludes that, for settlement purposes only, the Class meets the
18 requirements for certification under section 382 of the California Code of Civil Procedure in that:
19 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
20 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
21 community of interest amongst the members of the Class with respect to the subject matter of the
22 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
23 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
24 class action is superior to other available methods for the efficient adjudication of this controversy;
25 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
26 adequate representatives of the Class.

27 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
28

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
2 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
3 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

4 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
5 Amount of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development
6 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
7 Agreement pursuant to the PAGA and \$12,500 to the Aggrieved Employees. “Aggrieved
8 Employees” are all individuals who were employed by Defendant in California and classified as a
9 non-exempt employee at any time during the PAGA Period (October 31, 2021 through
10 _____). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be
11 provided notice of the Agreement and these settlement terms. The Court finds the PAGA
12 Penalties to be reasonable.

13 10. The Court hereby approves, as to form and content, the Class Notice attached to the
14 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
15 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
16 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
17 and opportunity to object to the Settlement. The Court further finds that the distribution of the
18 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
19 the requirements of due process, is the best notice practicable under the circumstances, and shall
20 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
21 the Class Notice by first class mail and posting of the Class Notice on the internet pursuant to the
22 terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
23 address, the Administrator will promptly search for a more current address for the Class Member
24 and re-mail the Class Notice Packet to any new address for the Class Member no later than seven
25 (7) days after the receipt of the undelivered Class Notice.

26 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
27 than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator.

1 The Administrator will perform address updates and verifications as necessary prior to the first
2 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
3 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
4 Class Members via first-class regular U.S. Mail to their last known address and will post the Class
5 Notice on its website pursuant to the terms set forth in the Agreement.

6 12. The Court hereby preliminarily approves the proposed procedure for exclusion
7 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
8 from the Class as provided in the Class Notice by following the instructions for requesting
9 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
10 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
11 the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response
12 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
13 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
14 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
15 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
16 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
17 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
18 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
19 group, class, or subclass of individuals is not permitted and will be deemed invalid.

20 13. Any Class Member who has not opted out may appear at the final approval hearing
21 and may object or express the Member’s views regarding the Settlement and may present evidence
22 and file briefs or other papers that may be proper and relevant to the issues to be heard and
23 determined by the Court as provided in the Class Notice. Class Members will have until the
24 Response Deadline to submit their written objections to the Administrator. Written objections
25 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
26 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
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1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department ____ of the Kern County Superior Court to hear the
5 motion for final approval and the motion for attorneys' fees and costs, and to determine all
6 necessary matters concerning the Settlement, including: whether the proposed settlement of the
7 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
8 and should be finally approved by the Court; whether the Final Approval Order and Judgment
9 should be entered herein; whether the plan of allocation contained in the Agreement should be
10 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
11 fees and costs, service award, and the fees and expenses of the Administrator. All papers in
12 support of the motion for final approval and for attorneys' fees, costs and service award shall be
13 filed with the Court and served on all counsel no later than sixteen (16) court days before the
14 hearing and the motion shall be heard at this final approval hearing.

15 15. Neither the Settlement nor any exhibit, document, or instrument delivered
16 thereunder shall be construed as a concession or admission by Defendant in any way that the
17 claims asserted have any merit or that this Action was properly brought as a class or representative
18 action, and shall not be used as evidence of, or used against Defendant as, an admission or
19 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
20 omission by Defendant or with respect to the truth of any allegation asserted by any person.
21 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
22 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
23 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
24 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
25 evidence of a presumption, concession, indication or admission by Defendant of any liability,
26 fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action . In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON. T. MARK SMITH
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

ISAAC RODRIGUEZ, MARIA ALVAREZ,
CECILIO GUZMAN VIVEROS, KATE
LOPEZ and GILBERTO SERRATOR
MORENO, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

FEGHALI FOODS, a Corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: BCV-23-100142

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. T. Mark Smith
Dept: T-2

Date Filed: January 17, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Isaac Rodriguez, Maria Alvarez, Cecilio Guzman
2 Viveros, Kate Lopez, and Gilberto Serrato Moreno (“Plaintiffs”) for an order finally approving the
3 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Feghali Foods
4 (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the Administrator
5 duly came on for hearing on _____ before the Honorable T. Mark Smith.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Kern, and over all Parties to
13 this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of is Eight Hundred Thousand
16 Dollars (\$800,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
17 The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
18 Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation
19 Expenses Payment, Class Representative Service Payments, and the Administration Expenses
20 Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant,
21 and excludes any employer payroll taxes, if any, due on the portion of the Individual Class
22 Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the
23 separate additional obligation of Defendant.
- 24 4. The Court further finds that the Settlement was the result of arm’s length
25 negotiations conducted after Class Counsel had adequately investigated the claims and became
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
27 Settlement, and the assistance of an experienced mediator in the settlement process, among other
28

1 factors, support the Court's conclusion that the Settlement is, in all respects, fair, reasonable,
2 adequate, consistent, and compliant with all applicable requirements of the California Code of
3 Civil Procedure, the California and United States Constitutions, including the Due Process clauses,
4 the California Rules of Court, and any other applicable law, and in the best interest of each of the
5 Parties and Class Members.

6 **Preliminary Approval of the Settlement**

7 5. On _____, the Court granted preliminary approval of the Settlement. At
8 this same time, the Court approved conditional certification of the Class for settlement purposes
9 only.

10 **Notice to the Class**

11 6. The Court is satisfied that _____, which was appointed as the Administrator,
12 completed the distribution of the Class Notice to the Class in a manner that comports with
13 California Rule of Court 3.766. The Class Notice informed _____ prospective Class Members of
14 the Agreement's terms, their rights under the Agreement to receive their settlement share, their
15 rights to submit a request for exclusion, their rights to comment on or object to the Agreement,
16 and their rights to appear at the Final Approval and Fairness hearing, and be heard regarding
17 approval of the Agreement. Sufficient periods of time to respond and to act were provided by each
18 of these procedures.

19 7. In compliance with the Preliminary Approval Order, the Court-approved Class
20 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
21 about _____, as well as posted on the Administrator's website on the same date.
22 Mailing of the Class Notice to their last-known addresses and posting the notice on the
23 Administrator's website was the best notice practicable under the circumstances and was
24 reasonably calculated to communicate actual notice of the litigation and the proposed settlement to
25 the Class. The Class Notice given to the Class Members fully and accurately informed the Class
26 Members of all material elements of the proposed Settlement and of their opportunity to object to
27 or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice
28

1 to all Class Members; and complied fully with the laws of the State of California, the United
2 States Constitution, due process and other applicable law. The Class Notice fairly and adequately
3 described the Settlement and provided Class Members adequate instructions and a variety of
4 means to obtain additional information.

5 8. The Response Deadline for opting out or submitting written objections to the
6 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
7 was an adequate interval between notice and the deadline to permit Class Members to choose what
8 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
9 Members to participate in this hearing, and all Class Members and other persons wishing to be
10 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
11 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
12 Court determines that all Class Members who did not timely and properly submit a request for
13 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

14 **Fairness of the Settlement**

15 9. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
16 48 Cal.App.4th 1794, 1801 (1996).

17 a. The settlement was reached through arm's-length bargaining between the
18 Parties during an all-day mediation before Tagore Subramaniam, Esq., an experienced mediator of
19 wage and hour class actions. There has been no collusion between the Parties in reaching the
20 Settlement.

21 b. Plaintiffs and Class Counsel's investigation and discovery have been
22 sufficient to allow the Court and counsel to act intelligently.

23 c. Counsel for all Parties are experienced in similar employment class action
24 litigation. Class Counsel recommended approval of the Agreement.

25 d. The percentage of objectors and requests for exclusion is small. ____
26 objections were received. _____ requests for exclusion were received.

1 e. _____ Class Members will be mailed a settlement payment, representing
2 _____ % of the overall Class.

3 10. The consideration to be given to the Class Members under the terms of the
4 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the
5 claims asserted in this action and is fair, reasonable and adequate compensation for the release of
6 Class Members' claims, given the uncertainties and significant risks of the litigation and the
7 delays which would ensue from continued prosecution of the action.

8 11. The Agreement is finally approved as fair, adequate and reasonable and in the best
9 interests of the Class Members.

10 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

11 12. From the Gross Settlement Amount, an award of \$ _____ for attorneys'
12 fees, representing one-third of the Gross Settlement Amount, and \$ _____ for litigation
13 costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the
14 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award
15 has been supported by Class Counsel's lodestar and billing statement.

16 **Class Representative Service Payments**

17 13. The Agreement provides for Class Representative Service Payments of not more
18 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
19 Representative Service Payments in the amount of \$ _____ from the Gross Settlement
20 Amount to each of the Plaintiffs is reasonable in light of the risks and burdens undertaken by the
21 Plaintiffs in this litigation and for their time and effort in bringing and prosecuting this matter on
22 behalf of the Class.

23 **Administration Expenses Payment**

24 14. The Administrator shall calculate and administer the payment to be made to the
25 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
26 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
27 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
28

1 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
2 light of the work performed by the Administrator.

3 **PAGA Penalties**

4 15. The Agreement provides for a PAGA Penalties out of the Gross Settlement
5 Amount of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development
6 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
7 Agreement pursuant to the PAGA and \$12,500 to be distributed to the Aggrieved Employees and
8 allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
9 (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
10 the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay
11 Periods. “Aggrieved Employees” are all individuals who were employed by Defendant in
12 California and classified as a non-exempt employee at any time during the PAGA Period (October
13 31, 2021 through _____). Pursuant to Labor Code section 2699, subdivision (1)(2), the
14 LWDA was provided notice of the Agreement and these settlement terms and has not indicated
15 any objection thereto. The Court finds the PAGA Penalties to be reasonable.

16 **II.**

17 **ORDERS**

18 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

19 16. The Class is certified for the purposes of settlement only. The Class is defined as
20 follows, which the Court deems sufficient for the purpose of rule 3.765(a) of the California Rules
21 of Court and solely for the purposes of effectuating the Agreement:

22 All individuals who were employed by Defendant in California and classified as a
23 non-exempt employee at any time during the Class Period (February 16, 2020
through _____).

24 17. The Court finds that an ascertainable class of ____ class members exists and a
25 well-defined community of interest exists on the questions of law ad fact involved because in the
26 context of the Agreement: (i) all related matters, predominate over any individual questions; (ii)
27 the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating,
28

1 entering into and implementing the Agreement, Plaintiff and Plaintiff's counsel have fairly and
2 adequately represented and protected the interest of the Class Members.

3 18. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT
5 REFERENCE TO IDENTIFY ANY OPT OUTS].

6 19. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
8 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
9 the Administrator no later than 14 days after the Effective Date.

10 20. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
11 costs in the amount of \$_____, payable from the Gross Settlement Amount. Class Counsel
12 shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or
13 members of the Class.

14 21. The payment of Class Representative Service Payments from the Gross Settlement
15 Amount in the amount of \$_____ to each of the Plaintiffs is approved.

16 22. The payment of \$_____ to the Administrator for its fees and expenses
17 from the Gross Settlement Amount is approved.

18 23. The PAGA Penalties amount of \$50,000 is approved and is to be distributed from
19 the Gross Settlement Amount in accordance with the Agreement.

20 24. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
21 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
22 entry.

23 25. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
24 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
25 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
26 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
27 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
28

1 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
2 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
3 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
4 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
5 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
6 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
7 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
8 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
9 Claims and/or Released PAGA Claims.

10 26. The Court directs the Parties to effectuate the Agreement according to its terms and
11 declares the Agreement to be binding on all Class Members who did not timely submit a Request
12 for Exclusion and on all Aggrieved Employees, whether or not they submitted a Request for
13 Exclusion.

14 27. Notice of entry of this Final Approval Order and Judgment shall be given to all
15 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
16 and Judgment shall be posted on Administrator's website as set forth in the Class Notice to the
17 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
18 to individual Class Members.

19 28. If the Agreement does not become final and effective in accordance with the terms
20 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
21 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
22 revert to their respective positions as of before entering into the Agreement, and expressly reserve
23 their respective rights regarding the prosecution and defense of this Action, including all available
24 defenses and affirmative defenses, and arguments that any claim in the Action could not be
25 certified as a class action and/or managed as a representative action.

26 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

1 29. Except as set forth in the Agreement and this Final Approval Order and Judgment,
2 Plaintiff, and all members of the Class, shall take nothing in the Action.

3 30. All Parties shall bear their own attorneys' fees and costs, except as otherwise
4 provided in the Agreement and in this Final Approval Order and Judgment.

5 31. Effective on the date when Defendant fully funds the entire Gross Settlement
6 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
7 Payments, Plaintiffs, Participating Class Members, and the LWDA will release claims against all
8 Released Parties as follows:

9 (a) All Participating Class Members, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, dependents, administrators,
11 devisees, legatees, executors, trustees, conservators, guardians, personal representatives,
12 successors, and assigns, whether individual, class, representative, legal, equitable, direct or
13 indirect, or any other type of any capacity, shall and do hereby forever release, discharge, and
14 agree to hold harmless the Released Parties from all claims during the Class Period that were
15 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
16 Complaint and ascertained in the course of the Action including any and all claims for: 1)
17 unlawful business practices; 2) failure to pay minimum wages; 3) failure to pay overtime
18 compensation; 4) failure to provide required meal periods and meal period premium pay; 5) failure
19 to provide required rest periods and rest period premium pay; 6) failure to provide accurate and
20 complete itemized statements; 7) failure to reimburse employees for expenses; 8) failure to pay
21 wages when due; and 9) failure to pay sick pay wages ("Released Class Claims"). To the extent
22 based on facts alleged on the Operative Complaint or the PAGA Letter, the Released Class Claims
23 encompass, but are not limited to, all claims pursuant to the applicable IWC Wage Order, and
24 Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 515,
25 1194, 1194.2, 1197, 1197.1, 1198, 2802; California Business and Profession Code §§ 17200, et
26 seq. The Released Class Claims excludes claims, if any, by Class Members for workers
27 compensation; unemployment; disability benefits; causes of action which may be possessed by
28

1 Class Members (other than the named Plaintiffs) under state or federal discrimination statutes,
2 including, without limitation, wrongful termination and violation of the Fair Employment and
3 Housing Act; and class claims outside of the Class Period. The “Released Parties,” as used herein,
4 are Defendant and each of its former, future, and present parent, joint venturers, and affiliated
5 corporations and partnerships; their directors, officers, shareholders, principals, owners, members,
6 managers, partners, customers, employees, agents, attorneys, insurers, predecessors, successors,
7 assigns, subsidiaries.

8 (b) All Aggrieved Employees are deemed to release, on behalf of themselves
9 and their respective former and present representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and
11 causes of action for civil penalties under the PAGA, that Aggrieved Employees have had, now
12 have, or may have in the future against Released Parties based on any acts or omissions occurring
13 during the PAGA Period and were alleged, or reasonably could have been alleged, based on the
14 PAGA Period facts stated in the Operative Complaint or the PAGA Notice (“Released PAGA
15 Claims”). The Released PAGA Claims include, but are not limited to, claims for PAGA penalties
16 pursuant to Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5,
17 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2699, et seq, 2802. Released PAGA
18 Claims excludes claims, if any, by Class Members for workers compensation; unemployment;
19 disability benefits; causes of action which may be possessed by Class Members (other than the
20 named Plaintiffs) under state or federal discrimination statutes, including, without limitation,
21 wrongful termination and violation of the Fair Employment and Housing Act; and PAGA claims
22 outside of the PAGA Period.

23 (c) Plaintiffs and his or her respective former and present spouses,
24 representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors,
25 trustees, conservators, guardians, personal representatives, successors, and assigns, whether
26 individual, class, representative, legal, equitable, direct or indirect, or any other type of any
27
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1 capacity, shall and does hereby forever generally release, discharge, and agree to hold harmless
2 the Released Parties from the Plaintiffs' Release, as set forth fully in the Agreement.

3 32. For any Class Member or Aggrieved Employee whose Individual Class Payment
4 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
5 Administrator shall transmit the funds represented by such checks to the Court Appointed Special
6 Advocates of Kern County as the Cy Pres Recipient, which the Court approves as the cy pres
7 beneficiary pursuant to California Code of Civil Procedure Section 384, subd. (b).

8 33. The Court hereby enters judgment in the entire Action as of the filing date of this
9 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
10 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction,
11 including jurisdiction pursuant to California Code of Civil Procedure section 664.6 and rule
12 3.769(h) of the California Rules of Court, solely for the purposes of enforcing the Agreement,
13 addressing settlement administration matters, and addressing such post-judgment matters as may
14 be appropriate under court rules or applicable law.

15 34. Plaintiff shall file with the Court a report regarding the status of distribution within
16 180 days after all funds have been distributed.

17 35. This final judgment is intended to be a final disposition of the above-captioned
18 action in its entirety and is intended to be immediately appealable. This final judgment resolves
19 and extinguishes all claims released by the Agreement against Defendant and Released Parties.

20 36. The Court hereby sets a hearing date of _____ at
21 _____ am/pm for a hearing on the final accounting and distribution of the settlement funds.

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

23
24 Dated: _____

25 _____
26 HON. T. MARK SMITH
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
28

FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 09/06/2024
Due On: 10/06/2024

Isaac Rodriguez Ramos
11013 Arundel Way
Bakersfield, CA 93311

CA2788

Feghali Foods

Services

Type	Date	Notes	Quantity	Rate	Total
Service	10/15/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Analyze Defendant's business operations in CA and financials. Conference with Plaintiff Ramos.	3.90	\$850.00	\$3,315.00
Service	10/16/2022	Review documents and emails from Plaintiff regarding off the clock and retaliation claims. Legal research regarding the same. Analyze recent court opinions. Conference with Plaintiff to obtain facts from complaint.	3.60	\$850.00	\$3,060.00
Service	10/18/2022	Review Plaintiff Ramos entire employment file. Analyze all pay statements for 226(a) and overtime violations. Legal research regarding the same.	3.90	\$850.00	\$3,315.00
Service	10/20/2022	Draft complaint. Analyze facts and law.	4.50	\$850.00	\$3,825.00
Service	10/22/2022	Draft complaint. Send to Plaintiff for approval to file. Call to discuss claims.	4.40	\$850.00	\$3,740.00
Service	10/24/2022	Review document and analysis from ND; analysis of claims and facts; provide input	1.00	\$950.00	\$950.00
Service	01/15/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
Service	01/15/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	01/16/2023	Review, edit & finalize class action complaint draft	2.50	\$675.00	\$1,687.50
Service	01/16/2023	Analyze claims and potential violations and theories,	1.00	\$950.00	\$950.00

		Review draft complaint; review case notes; provide input to RE			
Service	01/17/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	01/17/2023	Review & finalize class action complaint package; file in Kern County Sup. Ct.	0.70	\$675.00	\$472.50
Service	01/17/2023	Draft PAGA only representative action complaint	4.50	\$675.00	\$3,037.50
Service	01/17/2023	Draft summons, civil case cover sheet re paga action; review complaint package; file in Kern County Sup. Ct.	1.00	\$675.00	\$675.00
Service	01/17/2023	Review PAGA Notice. Review and revise PAGA Only complaint. Discuss with R. Ehmann. Status update to Plaintiffs.	1.80	\$850.00	\$1,530.00
Service	01/18/2023	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of OSC hearing and status of initial case management conference re class action	0.50	\$675.00	\$337.50
Service	01/18/2023	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of OSC hearing and status of initial case management conference re paga action	0.50	\$675.00	\$337.50
Service	01/18/2023	Provide notice of PAGA filing to LWDA; upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	01/18/2023	Review final complaint and court filed documents and notices; review memo from RE	0.40	\$950.00	\$380.00
Service	02/07/2023	Prepare initial documents for service of process re class action; identify reg agent; send out for service via knox	0.75	\$675.00	\$506.25
Service	02/07/2023	Prepare initial documents for service of process re paga action; identify reg agent; send out for service via knox	0.75	\$675.00	\$506.25
Service	02/13/2023	Review complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	02/15/2023	File Proof of Service of Summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	02/15/2023	File Proof of Service of Summons re paga action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	02/24/2023	Revise complaint, advise ND	2.80	\$450.00	\$1,260.00
Service	02/24/2023	Review employment file of new Plaintiff Lopez. Analyze paystubs and Defendant's written policies. Conference with Plaintiff Lopez to discuss case status and potential claims. Analyze court docket and case file.	2.70	\$850.00	\$2,295.00

Service	03/05/2023	Review and analyze intake notes of Plaintiff Alvarez. Conference to discuss facts for complaint and mediation. Review entire Alvarez employment file for legal claims. Legal research.	3.10	\$850.00	\$2,635.00
Service	03/10/2023	Review and revise draft discovery requests; advise SP	1.00	\$750.00	\$750.00
Service	03/14/2023	Review/analyze Plaintiff's arbitration agreement; discuss with ND; correspondence with defense counsel re same	1.00	\$750.00	\$750.00
Service	03/15/2023	F/u correspondence with defense counsel	0.30	\$750.00	\$225.00
Service	03/15/2023	Review status; review arbitration agreement and analyze issues; review notes regarding new client and next steps; memo to staff	1.00	\$950.00	\$950.00
Service	03/22/2023	Review and analyze Guzman employment file. Conference with Plaintiff regarding claims and case status. Review 2802 and rest break claims. Legal research.	1.90	\$850.00	\$1,615.00
Service	03/24/2023	Prepare for and attend meet and confer call with defense counsel; advise team	0.70	\$750.00	\$525.00
Service	04/10/2023	Review and revise draft stip. to arbitrate and stay action; circulate to defendant	0.70	\$750.00	\$525.00
Service	04/15/2023	Review late payment of wage claims under Section 204. Review sick pay and vacation pay claims under the PAGA. Legal research regarding the same. Status update to Plaintiffs.	2.40	\$850.00	\$2,040.00
Service	04/21/2023	Review/revise draft stipulation to arbitrate and stay representative action; circulate to defendant for review	0.40	\$750.00	\$300.00
Service	04/28/2023	Review/analyze answer to complaint	0.40	\$750.00	\$300.00
Service	04/29/2023	Review status; review answer	0.30	\$950.00	\$285.00
Service	05/01/2023	F/u correspondence with defense counsel re mediation date; revise stip accordingly	0.40	\$750.00	\$300.00
Service	05/05/2023	Correspondence with Counsel and met and confer re: Stipulation for order to arbitration and stay. Arranged for service and filing and updated Team.	0.90	\$675.00	\$607.50
Service	05/15/2023	Review/analyze draft mediation data request	0.40	\$750.00	\$300.00
Service	05/15/2023	Reviewed case notes, documents, complaint and correspondence. Revised Mediation Data Request. Discussed with TM.	1.10	\$675.00	\$742.50
Service	05/15/2023	Draft: Reviewed file and pertinent documents to draft Mediation Data Request; email to opposing counsel re Mediation Data Request; Drafted Mediation Data Request.	1.70	\$450.00	\$765.00

Service	07/20/2023	Update 5 Plaintiffs regarding case status. Review strength of claims for mediation and/or settlement. Analyze various court dockets for related case litigation and potential overlap.	2.20	\$850.00	\$1,870.00
Service	09/05/2023	Review/analyze status of preparing for mediation. Draft/send instructions to team on mediation needs.	2.00	\$895.00	\$1,790.00
Service	09/18/2023	Review/analyze personnel files of Isaac Rodriguez, Cecilio Viveros, Gilberto Moreno, Kate Lopez and Maria Alvarez. Pull exhibits for mediation brief. Draft mediation brief.	4.00	\$895.00	\$3,580.00
Service	09/19/2023	Review mediation data from defendant; circulate and advise team; review docs from plaintiffs and advise TM re exhibit book	1.00	\$750.00	\$750.00
Service	09/19/2023	Review status; review documents regarding clients and claims; review mediation production and data; analysis of claims for mediation; provide input	1.50	\$950.00	\$1,425.00
Service	09/20/2023	Review/analyze mediation data/document production from Defendant; circulate to team and update file	1.50	\$750.00	\$1,125.00
Service	09/22/2023	Document management, including creation of Exhibit Book,	1.60	\$450.00	\$720.00
Service	09/26/2023	Continued drafting exhibit book.	0.50	\$450.00	\$225.00
Service	09/28/2023	Review/analyze Defendant's supplemental mediation production; circulate to team and update file	1.00	\$750.00	\$750.00
Service	10/09/2023	Review file; discuss with SP; advise AJB re mediation documents and data for mediation brief	0.50	\$750.00	\$375.00
Service	10/09/2023	Reviewed, analyzed and sorted documents. Discussed with Client Lopez. Revised Mediation Case Note documents.	3.90	\$675.00	\$2,632.50
Service	10/10/2023	Review employee handbook and related policies; updated exhibit book; advise AJB for mediation brief	1.50	\$750.00	\$1,125.00
Service	10/10/2023	Reviewed and analyzed documents and case notes. Spoke with Reps: Guzman-Viveros, Serrato-Moreno and Alvarez. Conducted intake sheet inquiry and updated file and case notes for all reps.	4.50	\$675.00	\$3,037.50
Service	10/10/2023	Review staff analysis and exhibit book	0.50	\$950.00	\$475.00
Service	10/11/2023	Discuss with JSH and AJB. Update case notes and send correspondence.	0.40	\$675.00	\$270.00
Service	10/12/2023	Review/analyze expert mediation damage analysis	0.40	\$750.00	\$300.00
Service	10/12/2023	Called and spoke to clients re: arbitration agreement and case facts. Updated mediation docs.	1.30	\$675.00	\$877.50
Service	10/12/2023	Review/analyze Defendant's additional supplemental	1.50	\$750.00	\$1,125.00

		mediation doc production; update file and notes; advise AJB re mediation brief			
Service	10/12/2023	Finalize and file mediation brief.	4.00	\$895.00	\$3,580.00
Service	10/12/2023	Review updated information and expert valuation; review staff memo; analysis of issues for mediation; review mediation brief; provide input to AJ	2.00	\$950.00	\$1,900.00
Service	10/13/2023	Review/analyze damages summary rec'd from expert.	2.00	\$895.00	\$1,790.00
Service	10/31/2023	Reviewed correspondence, case notes, documents and drafted, revised, finalized and served revised Continued Mediation Data Request to Counsel.	1.10	\$675.00	\$742.50
Service	10/31/2023	Review PAGA claims and penalties. Draft PAGA notice. Upload to LWDA website. Status update to Plaintiff.	2.00	\$850.00	\$1,700.00
Service	11/04/2023	Review case file and documents. Draft internal case notes memo detailing facts and violations.	1.90	\$850.00	\$1,615.00
Service	11/18/2023	Review store layouts. Legal research regarding suitable seating and sick pay claims. Review Defendant employee handbook.	2.10	\$850.00	\$1,785.00
Service	01/02/2024	Reviewed correspondence, documents, case notes and mediation data request. Sent follow up email to Counsel.	0.80	\$675.00	\$540.00
Service	01/15/2024	Review and analyze data produced for mediation purposes. Analyze case demographics. Calls with 5 Plaintiffs regarding facts and claims for mediation brief. Prepare for mediation.	4.90	\$850.00	\$4,165.00
Service	01/22/2024	Reviewed correspondence and documents. Sent email to expert.	0.30	\$675.00	\$202.50
Service	01/23/2024	Review updated mediation data; circulate and update file	0.50	\$750.00	\$375.00
Service	01/28/2024	Review and analyze paystub exemplars for wage statement and overtime claims. Review case law regarding the same. Analyze meal and rest break class certification claims and defenses.	3.40	\$850.00	\$2,890.00
Service	02/02/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	02/03/2024	Analyze and research previous settlements with similar claims and workweeks for mediation valuation. Call with Plaintiff regarding settlement authority. Review Defendant's written policies for claims and facts for mediation brief.	2.70	\$850.00	\$2,295.00
Service	02/04/2024	Draft mediation brief. Analyze settlement issues.	5.40	\$850.00	\$4,590.00
Service	02/06/2024	Review/analyze email from defendant re: Class Composition Numbers	1.00	\$895.00	\$895.00

Service	02/07/2024	Draft mediation brief.	8.00	\$895.00	\$7,160.00
Service	02/07/2024	Speak with clients about claims, calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	02/07/2024	Review mediation brief and materials for mediation; review analysis from staff; advise AJ	1.75	\$950.00	\$1,662.50
Service	02/12/2024	Reviewed and response to correspondence from Opp. Counsel re: Mediation Data.	0.50	\$675.00	\$337.50
Service	02/13/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	02/16/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	02/16/2024	Attend mediation	8.00	\$450.00	\$3,600.00
Service	02/19/2024	Discuss with AJB re outcome of mediation and settlement ww value; advise team	1.00	\$750.00	\$750.00
Service	02/19/2024	Review memo re mediation; analyze settlement issues for next steps	0.40	\$950.00	\$380.00
Service	02/20/2024	Draft/circulate MOU	2.00	\$895.00	\$1,790.00
Service	02/20/2024	Review draft MOU; discuss terms with AJB	0.40	\$750.00	\$300.00
Service	02/20/2024	Review draft MOU; provide input and thoughts on MOU	0.50	\$950.00	\$475.00
Service	02/26/2024	Review redlined revisions to MOU	0.40	\$750.00	\$300.00
Service	02/27/2024	Review/analyze corr from defendant re arbitration/wage allocation issues. Revise MOU and draft/send corr to defendant re same.	2.00	\$895.00	\$1,790.00
Service	02/27/2024	Review revisions to MOU; review and analysis of response thereto; review AJ's revised MOU	0.50	\$950.00	\$475.00
Service	02/28/2024	Review/analyze authority from defendant re wage allocation. Research wage allocation issues. Draft/send corr to defendant re wage allocation and MOU.	3.00	\$895.00	\$2,685.00
Service	03/01/2024	Analyze mediation notes and issues. Send MOU to 5 Plaintiffs for signatures. Calls to Plaintiffs regarding settlement terms and amounts. Follow up for signatures.	1.60	\$850.00	\$1,360.00
Service	03/01/2024	Review final MOU and emails regarding settlement; analysis of issues for approval of settlement	0.50	\$950.00	\$475.00
Service	03/08/2024	Further review MOU; review docket and assess procedural posture; draft longform class/PAGA settlement agreement; circulate to defense counsel for review	3.00	\$750.00	\$2,250.00
Service	03/14/2024	Telephone call to court to inquire about reserving a hearing for the Motion for Preliminary Approval. Need	0.20	\$250.00	\$50.00

		to be ready to file documents before we can reserve a hearing. Email correspondence sent to attorneys to advise.			
Service	03/15/2024	Review draft agreement and identify additional issues to address; provide input to JH	1.00	\$950.00	\$950.00
Service	03/18/2024	F/u with defense counsel re revision to longform	0.30	\$750.00	\$225.00
Service	03/19/2024	Review MOU. Draft Stipulation/Proposed Order to file FAC. Forward to Attorney Moran for review and finalization.	1.00	\$250.00	\$250.00
Service	03/20/2024	Reviewed and Revised Stipulation/Proposed Order to file FAC.	0.60	\$450.00	\$270.00
Service	03/20/2024	Review defendant's proposed revisions to longform; discuss with KN; advise SP re FAC	1.00	\$750.00	\$750.00
Service	03/20/2024	Analysis of Def revisions to Agreement; discuss issues and advise JH	1.00	\$950.00	\$950.00
Service	03/26/2024	Review/revise FAC and stip; advise team re sending to opposing counsel	0.60	\$750.00	\$450.00
Service	03/26/2024	Email to OPC re Stipulation for Leave to File FAC, draft of the FAC, and compare copy.	0.30	\$450.00	\$135.00
Service	03/27/2024	Request admin bid from TPAs	0.40	\$750.00	\$300.00
Service	04/02/2024	Review Defendant's revisions and JH notes; review and revise agreement; email to Defendant; memo to JH	2.75	\$950.00	\$2,612.50
Service	04/02/2024	Review KN revision/comments to longform; advise team re stip and FAC; multiple additional corresp. with defense counsel re revisions	1.00	\$750.00	\$750.00
Service	04/02/2024	Correspondence with Opp Counsel. Reviewed MOU and Settlement Agreement. Communication with JSH. Revised Stipulation, Revised First Amended Complaint. Finalized Stipulation and First Amended Complaint. Arranged for filing of Stipulation and Exhibit A.	2.20	\$675.00	\$1,485.00
Service	04/03/2024	Analysis of issue re settlement; discuss with NBB	0.50	\$950.00	\$475.00
Service	04/03/2024	Discussed FAC, MOU and Long form Settlement Agreement with NB, KN, JH, TM, HD and AJB. Made multiple revisions to the FAC. Communication with opposing Counsel. Arranged for service and filing of the Stipulation to file the FAC.	3.80	\$675.00	\$2,565.00
Service	04/04/2024	Execute and finalize Proof of Service. Process and submit Joint Stipulation for Leave to File First Amended Complaint and Proposed Order to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	04/04/2024	Review final FAC and stip; advise SP; corresp w defense counsel re additional revisions to longform	0.50	\$750.00	\$375.00

Service	04/08/2024	Review defendant final revisions to longform; discuss with KN re finalization; further revise and circulate for confirmation from defense counsel	0.80	\$750.00	\$600.00
Service	04/08/2024	Review final revisions and final draft of Agreement; respond to JH questions	1.00	\$950.00	\$950.00
Service	04/08/2024	Review final draft of the Agreement to ensure compliance with the MOU; draft exhibit - class notice; research issues	3.00	\$950.00	\$2,850.00
Service	04/09/2024	Finalize agreement; discuss with KN: circulate for execution	0.30	\$750.00	\$225.00
Service	04/09/2024	Review settlement agreement terms and exhibits thereto for conformity with MOU. Send to 5 Plaintiffs for signatures. Follow up calls to explain terms and settlement approval process.	1.40	\$850.00	\$1,190.00
Service	04/10/2024	Draft exhibits; review and revise exhibits; prepare agreement signed by Plaintiffs; email to Defendant	2.00	\$950.00	\$1,900.00
Service	04/12/2024	Review Order granting stip; advise team re filing of FAC	0.40	\$750.00	\$300.00
Service	04/12/2024	Reviewed stipulation and order. Reviewed correspondence. Communication with JSH. Arranged for service and filing of FAC.	0.70	\$675.00	\$472.50
Service	04/19/2024	Review Defendant's revisions to longform exhibits; discuss with KN; circulate fully-executed agreement	0.40	\$750.00	\$300.00
Service	04/22/2024	Reviewed Court's electronic rejection notice.	0.20	\$450.00	\$90.00
Service	04/26/2024	Review Defendants revisions to the Exhibits; Review and revise Exhibits; finalize Exhibits A and B; prepare redlines for Exhibit C; email Defendant.	1.30	\$950.00	\$1,235.00
Service	04/26/2024	Review additional revisions to longform exhibits	0.40	\$750.00	\$300.00
Service	04/26/2024	Analysis of issues for approval and Court process; prepare approval outline; research issues and prep for approval motion	1.30	\$950.00	\$1,235.00
Service	04/29/2024	Draft motion for preliminary approval; review court procedure and kullar analysis; research issues; email draft motion to Defendant.	4.00	\$950.00	\$3,800.00
Service	04/30/2024	Draft declaration ISO motion; email draft decl to Defendant; memo to Admin regarding declaration	2.75	\$950.00	\$2,612.50
Service	04/30/2024	Review file; draft client declarations of Isaac Rodriguez, Kate Lopez, Maria Alvarez, Cecilio Viveros and Gilberto Moreno; emails to each client re draft declarations in support of motion for preliminary approval/service award request	5.00	\$675.00	\$3,375.00
Service	04/30/2024	Review prelim motion docs, analyze, advise KN.	2.75	\$995.00	\$2,736.25

Service	04/30/2024	Review input from NBB and analysis of issues regarding motion; respond to NBB	0.50	\$950.00	\$475.00
Service	05/01/2024	Comm. w Kate Lopez and Maria Alvarez re declarations; revise declarations and send back to clients for review and signature	0.80	\$675.00	\$540.00
Service	05/01/2024	Review and revise motion for prelim and declaration; prepare final version of proposed order; prepare exhibits	4.00	\$950.00	\$3,800.00
Service	05/29/2024	Review court procedures for hearing; review status and filing of FAC; review emails; download filed motion	0.75	\$950.00	\$712.50
Service	05/30/2024	Court appearance - motion for preliminary approval; prepare for hearing; memo to file.	1.00	\$950.00	\$950.00
Service	06/07/2024	Coordinate with Knox to obtain copy of the Order for Preliminary Approval.	0.30	\$250.00	\$75.00
Service	06/10/2024	Reviewed Court's preliminary approval order.	0.20	\$450.00	\$90.00
Service	06/10/2024	Review signed order; prepare documents; memo to Admin	0.75	\$950.00	\$712.50
Service	06/13/2024	Review proposed administrative timeline	0.20	\$750.00	\$150.00
Service	06/13/2024	Review Admin timeline; respond to admin	0.30	\$950.00	\$285.00
Service	06/25/2024	Review file re status of settlement approval process; draft/revise CMC stmt	0.50	\$750.00	\$375.00
Service	06/25/2024	Reviewed and analyzed Defendant's CMC statement.	0.40	\$450.00	\$180.00
Service	06/25/2024	Review Defendant's CMC stmt	0.20	\$750.00	\$150.00
Service	06/26/2024	Review admin email; research issue and respond; review formatted notice and respond; provide documents for website	0.40	\$950.00	\$380.00
Service	07/02/2024	Review calculations and emails; respond	0.40	\$950.00	\$380.00
Service	07/08/2024	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
Service	07/09/2024	Planned and prepared for upcoming CMC, reviewed Court's docket.	0.40	\$450.00	\$180.00
Service	07/09/2024	Reviewed Court's order continuing CMC.	0.20	\$450.00	\$90.00
Service	07/15/2024	Review case status and court docket. Review and respond to multiple class member inquiries. Update Plaintiff.	0.90	\$850.00	\$765.00
Service	07/31/2024	Review admin email and weekly report	0.30	\$950.00	\$285.00
Service	08/08/2024	Review admin email and weekly report	0.30	\$950.00	\$285.00
Service	08/15/2024	Review admin email and weekly report	0.30	\$950.00	\$285.00

Service	08/22/2024	Review file, preliminary approval order, settlement administration preliminary calculations, and weekly opt-out reports; review attorney billing and costs for loadstar analysis; draft Motion for Final Approval/Fees; circulate to KN and discuss	3.70	\$750.00	\$2,775.00
Service	08/28/2024	Review status and settlement documents; review and revise draft motion for final approval; memo to staff; update proposed order with redlines; email draft motion to Defendant ; review Admin issues and respond to Admin	3.25	\$950.00	\$3,087.50
Service	08/28/2024	Review/analyze partner's memo re Court's questions about plaintiffs. Review/analyze responses thereto by team and next steps.	2.00	\$895.00	\$1,790.00
Service	08/28/2024	Review KN Revision to MFA/Fee memorandum; review updated admin report; draft declaration in support of MFA/Fee motion; circulate to KN for review	1.50	\$750.00	\$1,125.00
Service	08/28/2024	Reviewed Tentative, Discussed with KN. Reviewed case notes intake for each Plaintiff. Identified different positions and work locations for each Plaintiff. Sent to KN.	0.90	\$675.00	\$607.50
Service	08/28/2024	Prepare Table of Contents and Table of Authorities for Plaintiff;s Motion for Final Approval of Settlement	1.00	\$250.00	\$250.00
Service	09/03/2024	Review and revise draft declaration; review status of Admin and last report; email draft decl to Def.	1.50	\$950.00	\$1,425.00
Service	09/05/2024	Review and revise Admin draft declaration; review Def revisions; prepare additional redline revision and send to Admin	0.50	\$950.00	\$475.00
Service	09/05/2024	Review/analyze Defendant's revisions to MFA; discuss with KN	0.50	\$750.00	\$375.00
Service	09/05/2024	Review and revise motion per Defendant's comments; update figures and cites; update approval outline; review Defendant's revisions to the proposed order and revise the proposed order; email Def.	1.80	\$950.00	\$1,710.00
Service	09/05/2024	Review billing statement; review items for accuracy; advise staff as to corrections	0.50	\$950.00	\$475.00
Service	09/06/2024	Review and revise motion for final; prepare exhibits; finalize declaration; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
Services Subtotal				\$205,186.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	10/31/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00

Expense	01/18/2023	Onelegal/Court Fee	1.00	\$1,538.24	\$1,538.24
Expense	01/18/2023	Onelegal/Court Fee	1.00	\$464.56	\$464.56
Expense	02/17/2023	Onelegal/Court Fees	1.00	\$41.95	\$41.95
Expense	02/17/2023	Onelegal/Court Fees	1.00	\$41.95	\$41.95
Expense	02/28/2023	KNOX filing and messenger service.	1.00	\$137.95	\$137.95
Expense	02/28/2023	KNOX filing and messenger service.	1.00	\$64.75	\$64.75
Expense	03/01/2023	Onelegal/Court Fees	1.00	\$17.04	\$17.04
Expense	04/03/2023	Lexis Nexis	1.00	\$179.00	\$179.00
Expense	04/03/2023	court filing via One Legal	1.00	\$37.78	\$37.78
Expense	05/01/2023	Lexis Nexis.	1.00	\$209.00	\$209.00
Expense	05/03/2023	Mediation Fees - Jeff Krivis	1.00	\$10,000.00	\$10,000.00
Expense	05/05/2023	One Legal Invoice No. 04970253	1.00	\$42.98	\$42.98
Expense	05/09/2023	One Legal Invoice No.04974854	1.00	\$37.78	\$37.78
Expense	06/02/2023	Lexisnexis	1.00	\$242.00	\$242.00
Expense	07/03/2023	Lexis Nexis	1.00	\$242.00	\$242.00
Expense	08/02/2023	LexisNexis	1.00	\$88.00	\$88.00
Expense	09/01/2023	Lexis Nexis	1.00	\$99.00	\$99.00
Expense	10/02/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	10/25/2023	Berger Consulting Fee	1.00	\$11,120.00	\$11,120.00
Expense	12/03/2023	LexisNexis	1.00	\$231.00	\$231.00
Expense	01/02/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	02/05/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	02/15/2024	Mediation Refund - Jeffrey Krivis.	1.00	-\$1,500.00	-\$1,500.00
Expense	02/28/2024	Berger Consulting Group.	1.00	\$4,760.00	\$4,760.00
Expense	03/04/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	04/01/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	05/01/2024	LexisNexis	1.00	\$393.00	\$393.00
Expense	05/11/2024	Filing fee - motion	1.00	\$81.02	\$81.02
Expense	05/13/2024	One legal filing charges	1.00	\$19.10	\$19.10
Expense	06/03/2024	Lexis Nexis	1.00	\$242.00	\$242.00

Expense	07/01/2024	LexisNexis	1.00	\$336.00	\$336.00
Expense	08/01/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	09/05/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$30,676.10

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	40.0	\$895.00	\$35,800.00
Norm Blumenthal	2.75	\$995.00	\$2,736.25
Scott Blumenthal	21.6	\$450.00	\$9,720.00
Nicholas De Blouw	60.7	\$850.00	\$51,595.00
Ricardo Ehmann	21.9	\$675.00	\$14,782.50
Jeffrey Herman	30.7	\$750.00	\$23,025.00
Trevor Moran	6.6	\$450.00	\$2,970.00
Kyle Nordrehaug	51.25	\$950.00	\$48,687.50
Sergio Puche	22.4	\$675.00	\$15,120.00
Heather Drosi	3.0	\$250.00	\$750.00
Subtotal			\$235,862.35
Total			\$235,862.35

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/06/2024	\$235,862.35	\$0.00	\$235,862.35
Outstanding Balance				\$235,862.35
Total Amount Outstanding				\$235,862.35

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

ISAAC RODRIGUEZ, MARIA
ALVAREZ, CECILIO GUZMAN
VIVEROS, KATE LOPEZ and
GILBERTO SERRATOR MORENO,
individuals, on behalf of themselves
and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

FEGHALI FOODS, a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Lead Case No. **BCV-23-100142**

**DECLARATION OF MARIA ALVAREZ IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Judge: Hon. T. Mark Smith

Dept.: T-2

Hearing Date: May 30, 2024

Hearing Time: 8:30 a.m.

Action Filed: January 17, 2023

Trial Date: Not set

1 I, Maria Alvarez, declare as follows:

2 1. I am over the age of eighteen and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 3. I worked for the defendant Feghali Foods ("Feghali") in California from June of 2022 to
8 approximately April of 2023 and during that time period I was classified by Feghali as a non-
9 exempt employee.
10

11 4. I retained my attorneys who are experienced in both class action and representative
12 action litigation and claims against employers for violations of the California Labor Code. I have
13 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
14 of having any actual or potential conflicts of interest with another class member in this case nor am
15 I aware of having any actual or potential conflicts of interest with Apex Class Action LLC, the
16 settlement administrator. I am not aware of any other pending matter or action asserting claims that
17 will be extinguished or adversely affected by this settlement.
18

19 5. I decided to pursue this action and become a plaintiff/class representative because I felt
20 that my legal rights as an employee and others like me were violated. For example, before I
21 could clock in I was required to spend time putting on my work uniform and completing other
22 pre-shift preparatory work. I was not paid any wages for this time. I also did not receive
23 compliant meal breaks from time to time which were either late, short or missed entirely– and
24 when these violations occurred I did not receive all the meal break penalty payments I was
25 entitled to. I also had to use my personal cell phone for work-related issues, such as scheduling,
26 but Feghali did not reimburse me the reasonable expenses I incurred using my phone for work-
27
28

1 related purposes.

2 6. I spoke to my attorneys several times and discussed how Feghali implemented
3 its company policies and procedures. I also assisted my attorneys in their investigation into my
4 claims by providing them documents and answering their questions. I reviewed the complaint
5 and was given access to an electronic file sharing program that alerted me via email when
6 important documents were filed so that I could review them and keep up with the developments
7 in the case which I understood was one of my duties as a class representative. I could also access
8 court filings from this case on my attorney's law firm website.

10 7. Even though this action is in the process of settling, I was and remain prepared to
11 perform all the duties of a class representative. I understand that as a class representative I have
12 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
13 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
14 benefit of the class members and surrender any right to compromise the group action for an
15 individual gain.

17 8. I understood that becoming a plaintiff/class representative in this case meant that I
18 was seeking damages not only for myself but also other individuals working for Feghali in
19 California who make up the class. I felt that these individuals were not aware of their labor law
20 rights and even if they were they would probably be apprehensive about speaking up or even simply
21 because of the time, effort and risk involved in filing a class action lawsuit.

23 9. I understood that being a part of this lawsuit involved risks. For example, my
24 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
25 pay for all or part of the attorney fees and costs paid by Feghali to defend this lawsuit. Also, I knew
26 there was a risk that future employers, if they ever find out about this lawsuit, could hold it against
27 me or downgrade me as a potential hire. Ultimately I decided these risks were worth it and decided
28

1 to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
2 case.

3 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
4 kept up to date on important developments by reviewing court filings that were made available to
5 me electronically as I described above.

6 11. A mediation took place on February 16, 2024 with Tagore Subramaniam, a well-
7 respected and experienced mediator of wage and hour class actions. Following the mediation the
8 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
9 communicated with my attorneys regarding the terms of the settlement which was reached between
10 the parties and understood that I was representing absent class members and therefore wanted the
11 best possible result to be obtained for the class members and I believe a very positive result was in
12 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on
13 February 29, 2024. When the final settlement agreement was ready I reviewed it closely and signed
14 it on April 9, 2024.

15 12. I have been actively involved with this lawsuit performing the duties described above.
16 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
17 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
18 settlement process. I estimate that I spent approximately 15-20 hours working on this case up
19 until this point. I believe I have been diligent and have done what is expected of a proposed class
20 representative to date, and will continue to do so. I have and always will maintain the best interest
21 of the class members.

22 13. My attorneys explained to me that the settlement process involves a two-step review
23 by the Court to determine whether the settlement is fair before approving the settlement. I know
24 this process also involves notifying all class members of the settlement terms and of their rights to
25

1 make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

2 14. I believe I did the right thing by pursuing this case on behalf of the class members who,
3 subject to court approval, are in line to receive monetary payments as a result of this case and
4 settlement. This is money they may never have ever gotten if I did not pursue this action on their
5 behalf. I feel significant personal satisfaction to know that I played a role in the class members
6 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
7 requested Class Representative Service Payment of \$10,000 from the settlement is fair
8 compensation for the work I performed and the risks I undertook.
9

10 15. As part of the settlement it was necessary for me to sign a general release of all claims I
11 may have against Feghali. I believe the Class Representative Service Payment I have requested
12 provides me with some compensation for this agreed release.
13

14 16. In light of all the time and effort I have spent on this case, the risk I undertook by
15 suing a former employer, the exposure to being responsible for paying for Feghali's costs in the
16 event we did not win the case, the reputational risk that future employers may hold this lawsuit
17 against me, the general release and in light of the size of the settlement, I believe the request for
18 \$10,000 as a Class Representative Service Payment is fair and reasonable.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.
21

22 Executed on May 3, 2024, at Arvin, CA.
23 (city, state)

24 

Maria Alvarez (May 3, 2024 11:37 PDT)

25 Maria Alvarez

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

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2255 Calle Clara

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Telephone: (858)551-1223

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Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

ISAAC RODRIGUEZ, MARIA
ALVAREZ, CECILIO GUZMAN
VIVEROS, KATE LOPEZ and
GILBERTO SERRATO MORENO,
individuals, on behalf of themselves
and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

FEGHALI FOODS, a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Lead Case No. **BCV-23-100142**

**DECLARATION OF KATE LOPEZ IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Judge: Hon. T. Mark Smith

Dept.: T-2

Hearing Date: May 30, 2024

Hearing Time: 8:30 a.m.

Action Filed: January 17, 2023

Trial Date: Not set

1 I, Kate Lopez, declare as follows:

2 1. I am over the age of eighteen and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7
8 3. I worked for the defendant Feghali Foods (“Feghali”) in California from January of 2018 to
9 October of 2023 and during that time period I was classified by Feghali as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case nor am
14 I aware of having any actual or potential conflicts of interest with Apex Class Action LLC, the
15 settlement administrator. I am not aware of any other pending matter or action asserting claims that
16 will be extinguished or adversely affected by this settlement.

17
18 5. I decided to pursue this action and become a plaintiff/class representative because I felt
19 that my legal rights as an employee and others like me were violated. For example, before I
20 could clock in I was required to spend time putting on my work uniform and completing other
21 pre-shift preparatory work. I was not paid any wages for this time. I also did not receive
22 compliant meal breaks from time to time which were either late, short or missed entirely— and
23 when these violations occurred I did not receive all the meal break penalty payments I was
24 entitled to. I also had to use my personal cell phone for work-related issues, such as scheduling,
25 but Feghali did not reimburse me the reasonable expenses I incurred using my phone for work-
26 related purposes.
27
28

1 6. I spoke to my attorneys several times and discussed how Feghali implemented
2 its company policies and procedures. I also assisted my attorneys in their investigation into my
3 claims by providing them documents and answering their questions. I reviewed the complaint
4 and was given access to an electronic file sharing program that alerted me via email when
5 important documents were filed so that I could review them and keep up with the developments
6 in the case which I understood was one of my duties as a class representative. I could also access
7 court filings from this case on my attorney's law firm website.
8

9 7. Even though this action is in the process of settling, I was and remain prepared to
10 perform all the duties of a class representative. I understand that as a class representative I have
11 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
12 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
13 benefit of the class members and surrender any right to compromise the group action for an
14 individual gain.
15

16 8. I understood that becoming a plaintiff/class representative in this case meant that I
17 was seeking damages not only for myself but also other individuals working for Feghali in
18 California who make up the class. I felt that these individuals were not aware of their labor law
19 rights and even if they were they would probably be apprehensive about speaking up or even simply
20 because of the time, effort and risk involved in filing a class action lawsuit.
21

22 9. I understood that being a part of this lawsuit involved risks. For example, my
23 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
24 pay for all or part of the attorney fees and costs paid by Feghali to defend this lawsuit. Also, I knew
25 there was a risk that future employers, if they ever find out about this lawsuit, could hold it against
26 me or downgrade me as a potential hire. Ultimately I decided these risks were worth it and decided
27 to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
28

1 case.

2 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
3 kept up to date on important developments by reviewing court filings that were made available to
4 me electronically as I described above.

5 11. A mediation took place on February 16, 2024 with Tagore Subramaniam, a well-
6 respected and experienced mediator of wage and hour class actions. Following the mediation the
7 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
8 communicated with my attorneys regarding the terms of the settlement which was reached between
9 the parties and understood that I was representing absent class members and therefore wanted the
10 best possible result to be obtained for the class members and I believe a very positive result was in
11 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on March
12 1, 2024. When the final settlement agreement was ready I reviewed it closely and signed it on April
13 9, 2024.

14 12. I have been actively involved with this lawsuit performing the duties described above.
15 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
16 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
17 settlement process. I estimate that I spent approximately 15-20 hours working on this case up
18 until this point. I believe I have been diligent and have done what is expected of a proposed class
19 representative to date, and will continue to do so. I have and always will maintain the best interest
20 of the class members.

21 13. My attorneys explained to me that the settlement process involves a two-step review
22 by the Court to determine whether the settlement is fair before approving the settlement. I know
23 this process also involves notifying all class members of the settlement terms and of their rights to
24 make a claim for their settlement share, to opt out of the settlement or to object to the settlement.
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14. I believe I did the right thing by pursuing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested Class Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against Feghali. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying for Feghali's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative Service Payment is fair and reasonable.

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

Executed on May 1, 2024, at Arvin, California.
(city, state)


Kate Lopez Hernandez (May 1, 2024 16:11 PDT)

Kate Lopez

EXHIBIT #7

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (SBN 068687)

3 Kyle R. Nordrehaug (SBN 205975)

4 Aparajit Bhowmik (SBN 248066)

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Attorneys for Plaintiffs

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF KERN**

9
10 ISAAC RODRIGUEZ, MARIA
11 ALVAREZ, CECILIO GUZMAN
12 VIVEROS, KATE LOPEZ and
13 GILBERTO SERRATO MORENO,
14 individuals, on behalf of themselves
15 and on behalf of all persons similarly
16 situated,

17 Plaintiffs,

18 vs.

19 FEGHALI FOODS, a Corporation;
20 and DOES 1 through 50, inclusive,

21 Defendants.

Lead Case No. **BCV-23-100142**

**DECLARATION OF ISAAC RODRIGUEZ
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Judge: Hon. T. Mark Smith

Dept.: T-2

Hearing Date: May 30, 2024

Hearing Time: 8:30 a.m.

Action Filed: January 17, 2023

Trial Date: Not set

1 I, Isaac Rodriguez, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 3. I worked for the defendant Feghali Foods ("Feghali") in California from July of 2021 to
8 February of 2022, and again from April of 2022 to October of 2022, and during that time period I
9 was classified by Feghali as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case nor am
14 I aware of having any actual or potential conflicts of interest with Apex Class Action LLC, the
15 settlement administrator. I am not aware of any other pending matter or action asserting claims that
16 will be extinguished or adversely affected by this settlement.

17 5. I decided to pursue this action and be a plaintiff/class representative because I felt
18 that my legal rights as an employee and others like me were violated. For example, before I
19 could clock in I was required to spend time putting on my work uniform and completing other
20 pre-shift preparatory work. I was not paid any wages for this time. I also did not receive
21 compliant meal breaks from time to time which were either late, short or missed entirely– and
22 when these violations occurred I did not receive all the meal break penalty payments I was
23 entitled to. I also had to use my personal cell phone for work-related issues, such as scheduling,
24 but Feghali did not reimburse me the reasonable expenses I incurred using my phone for work-

1 related purposes.

2 6. I spoke to my attorneys several times and discussed how Feghali implemented
3 its company policies and procedures. I also assisted my attorneys in their investigation into my
4 claims by providing them documents and answering their questions. I reviewed the complaint
5 before it was filed and was given access to an electronic file sharing program that alerted me via
6 email when important documents were filed so that I could review them and keep up with the
7 developments in the case which I understood was one of my duties as a class representative. I
8 could also access court filings from this case on my attorney's law firm website.

10 7. Even though this action is in the process of settling, I was and remain prepared to
11 perform all the duties of a class representative. I understand that as a class representative I have
12 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
13 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
14 benefit of the class members and surrender any right to compromise the group action for an
15 individual gain.

17 8. I understood that being a plaintiff/class representative in this case meant that I was
18 seeking damages not only for myself but also other individuals working for Feghali in California
19 who make up the class. I felt that these individuals were not aware of their labor law rights and
20 even if they were they would probably be apprehensive about speaking up or even simply because
21 of the time, effort and risk involved in filing a class action lawsuit.

23 9. I understood that being a part of this lawsuit involved risks. For example, my
24 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
25 pay for all or part of the attorney fees and costs paid by Feghali to defend this lawsuit. Also, I knew
26 there was a risk that future employers, if they ever find out about this lawsuit, could hold it against
27 me or downgrade me as a potential hire. Ultimately I decided these risks were worth it and decided
28

1 to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
2 case.

3 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
4 kept up to date on important developments by reviewing court filings that were made available to
5 me electronically as I described above.

6 11. A mediation took place on February 16, 2024 with Tagore Subramaniam, a well-
7 respected and experienced mediator of wage and hour class actions. Following the mediation the
8 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
9 communicated with my attorneys regarding the terms of the settlement which was reached between
10 the parties and understood that I was representing absent class members and therefore wanted the
11 best possible result to be obtained for the class members and I believe a very positive result was in
12 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on
13 February 29, 2024. When the final settlement agreement was ready I reviewed it closely and signed
14 it on April 9, 2024.

15 12. I have been actively involved with this lawsuit performing the duties described above.
16 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
17 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
18 settlement process. I estimate that I spent approximately 20-30 hours working on this case up
19 until this point. I believe I have been diligent and have done what is expected of a plaintiff and a
20 proposed class representative to date, and will continue to do so. I have and always will maintain
21 the best interest of the class members.

22 13. My attorneys explained to me that the settlement process involves a two-step review
23 by the Court to determine whether the settlement is fair before approving the settlement. I know
24 this process also involves notifying all class members of the settlement terms and of their rights to
25

1 make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

2 14. I believe I did the right thing by filing this case on behalf of the class members who,
3 subject to court approval, are in line to receive monetary payments as a result of this case and
4 settlement. This is money they may never have ever gotten if I did not pursue this action on their
5 behalf. I feel significant personal satisfaction to know that I played a role in the class members
6 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
7 requested Class Representative Service Payment of \$10,000 from the settlement is fair
8 compensation for the work I performed and the risks I undertook.
9

10 15. As part of the settlement it was necessary for me to sign a general release of all claims I
11 may have against Feghali. I believe the Class Representative Service Payment I have requested
12 provides me with some compensation for this agreed release.
13

14 16. In light of all the time and effort I have spent on this case, the risk I undertook by
15 suing a former employer, the exposure to being responsible for paying for Feghali's costs in the
16 event we did not win the case, the reputational risk that future employers may hold this lawsuit
17 against me, the general release and in light of the size of the settlement, I believe the request for
18 \$10,000 as a Class Representative Service Payment is fair and reasonable.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.
21

22 Executed on Apr 30, 2024, at Bakersfield, CA.
23 (city, state)

24 

isaac.rodriguez.ramos (Apr 30, 2024 23:49 PDT)

25 Isaac Rodriguez
26
27
28

EXHIBIT #8

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

ISAAC RODRIGUEZ, MARIA
ALVAREZ, CECILIO GUZMAN
VIVEROS, KATE LOPEZ and
GILBERTO SERRATO MORENO,
individuals, on behalf of themselves
and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

FEGHALI FOODS, a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Lead Case No. **BCV-23-100142**

**DECLARATION OF GILBERTO
SERRATO MORENO IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

Judge: Hon. T. Mark Smith

Dept.: T-2

Hearing Date: May 30, 2024

Hearing Time: 8:30 a.m.

Action Filed: January 17, 2023

Trial Date: Not set

1 I, Gilberto S. Moreno, declare as follows:

2 1. I am over the age of eighteen and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 3. I worked for the defendant Feghali Foods (“Feghali”) in California from March of 2022 to
8 February of 2023 and during that time period I was classified by Feghali as a non-exempt employee.

9 4. I retained my attorneys who are experienced in both class action and representative
10 action litigation and claims against employers for violations of the California Labor Code. I have
11 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
12 of having any actual or potential conflicts of interest with another class member in this case nor am
13 I aware of having any actual or potential conflicts of interest with Apex Class Action LLC, the
14 settlement administrator. I am not aware of any other pending matter or action asserting claims that
15 will be extinguished or adversely affected by this settlement.

16 5. I decided to pursue this action and become a plaintiff/class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, before I
18 could clock in I was required to spend time putting on my work uniform and completing other
19 pre-shift preparatory work. I was not paid any wages for this time. I also did not receive
20 compliant meal breaks from time to time which were either late, short or missed entirely— and
21 when these violations occurred I did not receive all the meal break penalty payments I was
22 entitled to. I also had to use my personal cell phone for work-related issues, such as scheduling,
23 but Feghali did not reimburse me the reasonable expenses I incurred using my phone for work-
24 related purposes.

1 6. I spoke to my attorneys several times and discussed how Feghali implemented
2 its company policies and procedures. I also assisted my attorneys in their investigation into my
3 claims by providing them documents and answering their questions. I reviewed the complaint
4 and was given access to an electronic file sharing program that alerted me via email when
5 important documents were filed so that I could review them and keep up with the developments
6 in the case which I understood was one of my duties as a class representative. I could also access
7 court filings from this case on my attorney's law firm website.
8

9 7. Even though this action is in the process of settling, I was and remain prepared to
10 perform all the duties of a class representative. I understand that as a class representative I have
11 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
12 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
13 benefit of the class members and surrender any right to compromise the group action for an
14 individual gain.
15

16 8. I understood that becoming a plaintiff/class representative in this case meant that I
17 was seeking damages not only for myself but also other individuals working for Feghali in
18 California who make up the class. I felt that these individuals were not aware of their labor law
19 rights and even if they were they would probably be apprehensive about speaking up or even simply
20 because of the time, effort and risk involved in filing a class action lawsuit.
21

22 9. I understood that being a part of this lawsuit involved risks. For example, my
23 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
24 pay for all or part of the attorney fees and costs paid by Feghali to defend this lawsuit. Also, I knew
25 there was a risk that future employers, if they ever find out about this lawsuit, could hold it against
26 me or downgrade me as a potential hire. Ultimately I decided these risks were worth it and decided
27 to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
28

1 case.

2 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
3 kept up to date on important developments by reviewing court filings that were made available to
4 me electronically as I described above.

5 11. A mediation took place on February 16, 2024 with Tagore Subramaniam, a well-
6 respected and experienced mediator of wage and hour class actions. Following the mediation the
7 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
8 communicated with my attorneys regarding the terms of the settlement which was reached between
9 the parties and understood that I was representing absent class members and therefore wanted the
10 best possible result to be obtained for the class members and I believe a very positive result was in
11 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on
12 February 29, 2024. When the final settlement agreement was ready I reviewed it closely and signed
13 it on April 9, 2024.

14 12. I have been actively involved with this lawsuit performing the duties described above.
15 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
16 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
17 settlement process. I estimate that I spent approximately 15-20 hours working on this case up
18 until this point. I believe I have been diligent and have done what is expected of a proposed class
19 representative to date, and will continue to do so. I have and always will maintain the best interest
20 of the class members.

21 13. My attorneys explained to me that the settlement process involves a two-step review
22 by the Court to determine whether the settlement is fair before approving the settlement. I know
23 this process also involves notifying all class members of the settlement terms and of their rights to
24 make a claim for their settlement share, to opt out of the settlement or to object to the settlement.
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14. I believe I did the right thing by pursuing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested Class Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against Feghali. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying for Feghali's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative Service Payment is fair and reasonable.

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

Executed on Apr 30, 2024, at Arvin ,Ca.
(city, state)


Gilberto Serrato Moreno (Apr 30, 2024 23:54 PDT)

EXHIBIT #9

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Attorneys for Plaintiffs

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF KERN**

9
10 ISAAC RODRIGUEZ, MARIA
11 ALVAREZ, CECILIO GUZMAN
12 VIVEROS, KATE LOPEZ and
13 GILBERTO SERRATO MORENO,
14 individuals, on behalf of themselves
15 and on behalf of all persons similarly
16 situated,

Plaintiffs,

vs.

17 FEGHALI FOODS, a Corporation;
18 and DOES 1 through 50, inclusive,

Defendants.

Lead Case No. **BCV-23-100142**

**DECLARATION OF CECILIO GUZMAN
VIVEROS IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Judge: Hon. T. Mark Smith

Dept.: T-2

Hearing Date: May 30, 2024

Hearing Time: 8:30 a.m.

Action Filed: January 17, 2023

Trial Date: Not set

1 I, Cecilio Guzman Viveros, declare as follows:

2 1. I am over the age of eighteen and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 3. I worked for the defendant Feghali Foods ("Feghali") in California from April of 2022 to
8 February of 2023 and during that time period I was classified by Feghali as a non-exempt employee.

9 4. I retained my attorneys who are experienced in both class action and representative
10 action litigation and claims against employers for violations of the California Labor Code. I have
11 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
12 of having any actual or potential conflicts of interest with another class member in this case nor am
13 I aware of having any actual or potential conflicts of interest with Apex Class Action LLC, the
14 settlement administrator. I am not aware of any other pending matter or action asserting claims that
15 will be extinguished or adversely affected by this settlement.

16 5. I decided to pursue this action and become a plaintiff/class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, before I
18 could clock in I was required to spend time putting on my work uniform and completing other
19 pre-shift preparatory work. I was not paid any wages for this time. I also did not receive
20 compliant meal breaks from time to time which were either late, short or missed entirely— and
21 when these violations occurred I did not receive all the meal break penalty payments I was
22 entitled to. I also had to use my personal cell phone for work-related issues, such as scheduling,
23 but Feghali did not reimburse me the reasonable expenses I incurred using my phone for work-
24 related purposes.

1 6. I spoke to my attorneys several times and discussed how Feghali implemented
2 its company policies and procedures. I also assisted my attorneys in their investigation into my
3 claims by providing them documents and answering their questions. I reviewed the complaint
4 and was given access to an electronic file sharing program that alerted me via email when
5 important documents were filed so that I could review them and keep up with the developments
6 in the case which I understood was one of my duties as a class representative. I could also access
7 court filings from this case on my attorney's law firm website.
8

9 7. Even though this action is in the process of settling, I was and remain prepared to
10 perform all the duties of a class representative. I understand that as a class representative I have
11 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
12 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
13 benefit of the class members and surrender any right to compromise the group action for an
14 individual gain.
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Apr 30, 2024, at Arvin, CA.
(city, state)


Cecilio Guzman Viveros (Apr 30, 2024 23:53 PDT)
Cecilio Guzman Viveros