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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

LETICIA RICO, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

BOYD SPECIALTIES LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVSB2523082

*[Assigned for All Purposes to the Hon.
Michael A. Dauber, Dept. S35]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: January 26, 2027
Time: 8:30 a.m.
Dept.: S35

Complaint Filed: August 11, 2025
Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff
3 Leticia Rico (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am
4 a member in good standing of the bar of the State of California and am admitted to practice in
5 this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes performing pre-
17 filing research and analysis, drafting complaints, attending court hearings, corresponding with
18 opposing counsel, drafting and responding to written discovery, preparing for and taking and
19 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification, drafting mediation briefs, attending mediations,
23 drafting long-form settlement agreements, drafting motions for preliminary and final settlement
24 approval, and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50)
27 active wage and hour class and representative actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
17 on behalf of home health care employees involving claims for unpaid wages and other claims, in
18 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
19 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
20 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
21 of construction workers involving claims for unpaid wages, meal and rest period violation, and
22 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
27 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior
28 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

1 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
2 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
3 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
4 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
5 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
6 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
7 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
8 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
9 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
10 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
11 Highberger presiding (granting final approval of settlement involving claims for wage statement
12 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
13 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
14 presiding (granting final approval of settlement on behalf of direct support professionals
15 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
16 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
17 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
18 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
19 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
20 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
21 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
22 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
23 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
24 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
25 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
26 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
27 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of
28 settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

1 of non-exempt commissioned salespersons and other employees involving claims for unpaid
2 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
3 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
4 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
5 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
6 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
7 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
8 presiding (granting final approval of settlement on behalf of sales development representatives
9 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
10 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
11 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
12 of non-exempt employees involving claims for meal and rest period violations, and other claims);
13 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
14 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
15 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
16 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
17 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
18 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
19 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
20 violations, unreimbursed business expenses, and penalty claims).

21 5. I have also moved to certify and have received an order certifying a class action in
22 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
23 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
24 classes of employees for rest period violations, wage statement violations, meal period violations,
25 and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company*, Case No. 16-
26 CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable
27 William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage
28 statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries*,

Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties); and *Quincy Calloway v. Lightstorm Entertainment, Inc., et al.*, Case No. 24STCV05939, Los Angeles County Superior Court, Honorable Theresa M. Traber presiding (certifying claims for unpaid overtime wages, wage statement violations, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In each year from 2024 through 2026, Thomson Reuters recognized Mr. Blakely as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in this case since its inception, and I believe that the proposed Settlement is an excellent result for the Settlement Class.

8. Defendant Boyd Specialties LLC (“Boyd”) is in the business of manufacturing beef jerky products.

9. On August 11, 2025, Plaintiff, through my office, filed this class action asserting causes of action for failure to: (1) pay all overtime wages; (2) provide compliant meal periods; (3) authorize and permit compliant rest periods; (4) reimburse for all necessary business expenditures; (5) provide accurate itemized wage statements; (6) timely pay all final wages; and (7) refrain from unfair competition in violation of California Business & Professions Code ¶ 17200, *et seq.* That same day, Plaintiff served her LWDA letter to Boyd and the LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s August 11, 2025 LWDA Letter. Subsequently, on October 16, 2025, Plaintiff filed her First Amended Class and Representative Action Complaint (“FAC”) adding a cause of action for civil penalties under the PAGA.

1 10. In connection with mediation, the Parties engaged in extensive informal discovery.
2 Boyd provided my office with timekeeping and payroll records for a sampling of Settlement Class
3 members. Boyd also provided Plaintiff's personnel file, timesheets, wage statements, as well as
4 its written policies. Boyd also provided a number of relevant data points, including the total
5 number of putative class members (as well as the size of the putative waiting time and wage
6 statement classes), the putative class members' average hourly rate of pay, the number of
7 aggregate workweeks worked by putative class members during the Class Period, the size of the
8 putative PAGA group, and the number of aggregate pay periods worked during the PAGA/wage
9 statement period. Plaintiff retained an expert to conduct a comprehensive analysis and
10 extrapolation of the data produced by Boyd to calculate Boyd's potential classwide exposure for
11 each of Plaintiff's claims. This discovery allowed the Parties to assess the merits and value of
12 Plaintiff's claims, the chances of certification of Plaintiff's claims, and Boyd's potential defenses.

13 11. On June 16, 2026, the Parties participated in a full-day mediation with Jason
14 Marsili, Esq., a well-respected wage and hour class action mediator. During mediation, the Parties
15 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
16 claims, and the legal basis for the claims and defenses. At the conclusion of mediation, Mr. Marsili
17 issued a mediator's proposal for a class-wide settlement, which was ultimately accepted by both
18 sides. During the months that followed, the Parties finalized the terms of the Settlement and
19 executed the long-form Stipulation of Settlement now before the court. A true and correct copy
20 of the Stipulation of Settlement is attached hereto as **Exhibit 1**. The proposed Notice of Pendency
21 of Class Action and Proposed Settlement and Notice of Estimated Settlement Award are attached
22 to the Settlement as **Exhibits A** and **B**, respectively, to the Settlement Agreement.

23 12. The monetary terms of the Settlement are summarized below:

24	• Gross Settlement Amount:	\$235,000.00
25	• Minus Court-approved attorneys' fees:	\$82,250.00
26	• Minus Court-approved verified costs (up to):	\$30,000.00
27	• Minus Court-approved Service Award:	\$10,000.00
28	• Minus amount set aside as PAGA penalties:	\$15,000.00
	• Minus estimated settlement administration costs:	\$8,000.00
	Net Settlement Amount:	\$89,750.00

- Plus 25% “PAGA Amount” to Settlement Class: \$5,250.00
- Total Amount Paid to Settlement Class members: \$95,000.00**

13. According to Boyd, there are approximately 77 Settlement Class members. Therefore, the average Settlement Award from the Net Settlement Amount is projected to be approximately \$1,165.58. There are also approximately 63 Aggrieved Employees employed during the PAGA Period who will each receive an average of approximately \$83.33 from the PAGA Amount.

14. As an initial matter, Boyd asserts that nearly all Settlement Class members signed valid and enforceable arbitration agreements with class action waivers. Setting aside any arguments as to the merits of Plaintiff’s claims, Boyd contends that absent settlement, a class-wide recovery was not possible and that only PAGA civil penalties could potentially be recovered on behalf of a subset of the Settlement Class members. As such, Boyd contends that absent its agreement to not raise the arbitration agreements as an affirmative defense, any recovery to the Settlement Class members through a representative action would be limited to only the employees’ potential 35% share of PAGA civil penalties.

15. Plaintiff contends that Boyd systematically underpaid overtime wages to Settlement Class members through the miscalculation of Settlement Class members’ regular rates of pay for overtime purposes. Specifically, Plaintiff contends that Boyd failed to include the value of non-discretionary bonuses that Settlement Class members earned when calculating their regular rates of pay for overtime purposes, resulting in Boyd’s failure to compensate Settlement Class members for all overtime wages earned. Plaintiff’s retained expert analyzed and extrapolated Boyd’s payroll records and estimated that Settlement Class members were underpaid by approximately \$2,468 due to regular rate miscalculations for overtime purposes. Boyd counters that it properly calculated Settlement Class members’ regular rates of pay for overtime purposes and paid all overtime wages owed to Settlement Class members. Boyd further argues that Settlement Class members received different types of bonuses throughout the Class Period, creating substantive differences among Settlement Class members with respect to the incentives received, making class certification unlikely. In light of Boyd’s arguments and defenses, Plaintiff discounted the maximum recovery on this claim by 15% to account for the risk of non-

1 certification and an additional 15% to account for being unsuccessful on the merits or failure to
2 recover the full amount sought, for a projected total of approximately \$1,783

3 16. Plaintiff alleges that Boyd failed to provide legally compliant first meal periods
4 such that first meal periods were regularly late and/or less than 30-minutes, as well as failed to
5 provide compliant second meal periods for shifts over 10.0 hours. Plaintiff alleges that Boyd only
6 permitted Settlement Class members to take meal periods once they had been dismissed by their
7 department supervisors, who routinely did so after the fifth hour of work, and who often entirely
8 failed to do so for second meal periods when employees worked shifts of longer than 10.0 hours.
9 Plaintiff also contends that Settlement Class members were not provided with a full “net” 30
10 minutes of uninterrupted meal period time because Boyd’s supervisors required employees to be
11 back at their workstations ready to work within 30 minutes of being dismissed for their meal
12 periods, but within that time, employees had to doff and don their personal protective equipment
13 (“PPE”), walk several minutes to and from Boyd’s electronic timeclock, and line up with other
14 employees to use it – all unlawfully cutting short employees’ meal periods. Plaintiff estimated
15 that she and other non-exempt employees were provided with non-compliant first meal periods
16 on approximately 53% of all shifts over 6.0 hours during the Class Period. Therefore, Plaintiff
17 calculated Boyd’s maximum exposure for meal period violations at approximately \$294,182
18 (15,370 non-compliant first meal periods * \$19.14 average meal period premium). Boyd argues
19 that it maintained compliant written meal period policies throughout the Class Period and
20 provided compliant meal periods in line with those policies. Boyd further argues that it provided
21 employees the opportunity to take meal periods and is not required to *ensure* they are taken. Thus,
22 Boyd argues that any missed, late or short meal periods resulted from lawful employee waiver or
23 choice rather than any policy and/or practice of Boyd. With respect to second meal periods, Boyd
24 argues that Settlement Class members lawfully waived second meal periods on shifts of 10.0 –
25 12.0 hours in duration, as they are permitted to do pursuant to Labor Code § 512(a). Finally, Boyd
26 argues that these claims are not suited for class treatment, as individual inquiries would be needed
27 to assess which employees took non-compliant meal periods or missed meal periods, how many
28 meal periods were non-compliant or missed, whether there was a valid waiver, and the reasons

1 why a particular employee did not take a compliant meal period on a particular shift. In light of
2 these defenses and arguments, Plaintiff discounted Boyd's maximum exposure by 50% for the
3 risk of non-certification, and an additional 50% to account for Boyd's defenses on the merits or
4 failing to recover the full amount sought, to arrive at an estimated total of approximately \$73,545.

5 17. Plaintiff alleges that Boyd's policies/practices entirely failed to provide for legally
6 compliant off-duty rest periods with the 10 minutes of "net rest time per four (4) hours or major
7 fraction thereof" that Wage Order 1, section 12(A), requires. Specifically, Plaintiff alleges that,
8 as with Settlement Class members' meal periods, Boyd did not authorize and permit employees
9 to leave their workstations for rest periods unless dismissed by their department supervisors, and
10 supervisors strictly required employees to return to their work stations within 10 minute of being
11 dismissed. As a result, Settlement Class members did not receive a full 10 minutes of "net" rest
12 during all rest periods in the Class Period because they had to doff and don their PPE and walk
13 between their workstations and Boyd's break room, which took several minutes at the beginning
14 and end of their rest periods. As such, Plaintiff calculates Boyd's maximum exposure for rest
15 period violations at approximately \$555,060 (approximately 29,000 shifts * \$19.14 average rest
16 period premium). Boyd counters that it maintained and enforced lawful rest period
17 policies/practices throughout the Class Period, and has, in fact, authorized and permitted all
18 required rest periods to Settlement Class members. Furthermore, Boyd argues that Plaintiff's rest
19 period claim is not amenable to class treatment, since individual inquiries would be required to
20 determine which employees failed to take rest periods, how many rest periods they failed to take,
21 and the reasons why each employee failed to take rest period(s) on a particular shift. These
22 manageability concerns are especially pertinent with respect to rest period claims, Boyd argues,
23 given that rest periods are not recorded. Given these defenses, Plaintiff discounted this maximum
24 amount by 60% for risk of non-certification, and an additional 55% for the risk of being
25 unsuccessful on the merits or of failing to recover the full amount sought, to arrive at an estimated
26 realistic exposure of approximately \$99,910.

27 18. Plaintiff alleges that she and other employees were required to use their personal
28 cellular phones for work-related purposes, but were not reimbursed for these necessary business

1 expenses in violation of California Labor Code §§ 2802 and 2804. Plaintiff calculates Boyd's
2 maximum liability for its failure to reimburse employees for usage of their personal cell phones
3 at approximately \$33,350 (1,334 aggregate months in Class Period * \$25.00 per month in
4 expenditures). In response, Boyd argues that employees were not required to use their personal
5 cell phones in the discharge of their work duties. Boyd further contends that this claim would
6 require individual inquiries into whether Settlement Class members actually used their personal
7 cellular phones for work purposes, how much expense they incurred, whether they submitted a
8 request for reimbursement, and the reasonableness of that expense, thus precluding class
9 certification. Based on these defenses, Plaintiff discounted the estimated maximum amount by
10 60% for risk of non-certification, and by an additional 60% to account for risk of losing on the
11 merits or failure to recover the maximal amount sought, to arrive at an estimated exposure of
12 approximately \$5,336.

13 19. As a result of the unpaid wages and unpaid meal and rest period premium wages
14 described above, Plaintiff alleges that Boyd is liable for wage statement penalties pursuant to
15 Labor Code § 226. Those penalties are calculated as \$50 for each "initial" violation and \$100 for
16 each "subsequent" violation, with a maximum of \$4,000 per employee. Plaintiff's analysis
17 reflected that there were approximately 63 unique employees and approximately 2,067 pay
18 periods worked during the liability period applicable to Plaintiff's wage statement claim. Plaintiff,
19 therefore, calculated Boyd's maximum potential wage statement exposure at approximately
20 \$203,550 ((63 employees * \$50 initial violation) + (2,004 remaining pay periods * \$100
21 subsequent violation)). Boyd argues any alleged wage statement violations were not "knowing
22 and intentional," and Plaintiff cannot show that she or other employees "suffer[ed] injury" due to
23 the alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of
24 penalties. Further, Boyd contends its wage statements always accurately reflected hours worked
25 and amounts paid as well as all other required information, precluding liability for wage statement
26 penalties. Moreover, because the wage statement claim is derivative of Plaintiff's underlying
27 wage claims, Plaintiff would need to overcome Boyd's defenses, both as to class certification and
28 on the merits, as to her underlying claims. In light of these defenses, Plaintiff discounted the

1 maximum exposure by 60% for risk of non-certification, and by an additional 60% for risk of
2 being unsuccessful on the merits, for an estimated realistic exposure of approximately \$32,568.

3 20. As a further result of the unpaid wages and unpaid meal and rest period premium
4 wages described above, Plaintiff alleges that Boyd failed to comply with its final pay obligations
5 set forth in Labor Code §§ 201-203. Boyd's records show approximately 39 Settlement Class
6 members who are eligible for waiting time penalties. Based on an hourly rate of \$19.14, Plaintiff
7 estimated the average waiting time penalty per former employee to be approximately \$4,593
8 (\$19.14 * 8 hours per day * 30 days). Therefore, Plaintiff calculated Boyd's maximum exposure
9 for potential waiting time penalties to be approximately \$179,127 (39 former employees * \$4,593
10 average penalty). Boyd argues that it possesses strong, good-faith defenses to Plaintiff's
11 underlying claims, thus precluding recovery of waiting time penalties, which are only available
12 for the "willful" failure to pay wages. Boyd further asserts that Plaintiff's waiting time penalty
13 exposure was grossly inflated as not every former employee experienced the alleged Labor Code
14 violations. Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage
15 claims, Plaintiff would need to overcome Boyd's defenses, both as to class certification and on
16 the merits, as to her underlying claims. To account for Boyd's defenses, Plaintiff discounted the
17 maximum exposure by 60% for the risk of non-certification and an additional 60% for the risk of
18 losing on the merits and/or not receiving the maximum penalties sought, to arrive at an estimated
19 exposure of approximately \$28,660.

20 21. As a result of the foregoing Labor Code violations, Plaintiff alleges that Boyd is
21 liable for civil penalties under the PAGA. Plaintiff estimated a maximum total PAGA exposure
22 of approximately \$206,700 (2,067 pay periods * \$100 "default" penalty). Since Plaintiff's PAGA
23 claim is derivative of Plaintiff's underlying wage claims, Boyd asserts the PAGA claim would
24 fail with those claims. Boyd further maintains that, given its good-faith defenses, this Court would
25 exercise its discretion to substantially reduce any PAGA penalties if it were to find Boyd liable
26 for any of Plaintiff's claims. Therefore, Plaintiff discounted the maximum figure by 60% for the
27 risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period,
28 and an additional 60% to account for the possibility of this Court reducing penalties, to arrive at

1 an estimated exposure of approximately \$33,072.

2 22. Using these estimated figures for each of the claims described above, Plaintiff
3 predicted that the potential realistic recovery for the Settlement Class would be approximately
4 \$274,874. The proposed Settlement of \$235,000.00 represents approximately 85.5% of the
5 reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate since
6 the Settlement will provide significant monetary relief to the Settlement Class, which is consistent
7 with what Plaintiff's counsel believes could have been recovered had the case proceeded through
8 trial.

9 23. Although the Parties engaged in significant informal discovery prior to mediation,
10 the parties still had significant formal discovery to complete had the matter not been settled. This
11 would have required the expenditure of substantial time and resources by both Parties that would
12 have very likely spanned several years. Even if Plaintiff was to certify the proposed classes, the
13 Parties would incur considerably more attorneys' fees and costs through a possible decertification
14 motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying
15 expense.

16 24. Class Counsel will also apply for an attorneys' fees award of thirty-five percent
17 (35%) of the Gross Settlement Amount, which is currently estimated to be \$82,250.00, and up to
18 \$30,000.00 in verified costs reimbursement. Plaintiff submits the requested fee is fair
19 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
20 purely contingent fee basis. Class Counsel has incurred substantial attorneys' fees conducting
21 pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, conducting
22 extensive informal discovery, analyzing Settlement Class members' records, working with
23 Plaintiff's retained expert to create a comprehensive damages model, preparing for and attending
24 mediation, negotiating and preparing the long-form Stipulation of Settlement, preparing this
25 Motion, and otherwise litigating the case. Class Counsel expects to expend additional attorney
26 time in attending the hearing on this Motion, overseeing the Notice process and fielding questions
27 from Settlement Class members, preparing the Final Approval papers, and attending the Final
28 Approval hearing.

25. Plaintiff will apply for a Class Representative Service Award at the time of seeking final approval of the proposed class action settlement in the amount of \$10,000.00 for her service to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's requested Service Award is intended to recognize the time and effort Plaintiff expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, discussing the claims and theories at issue in the litigation, actively participating in the prosecution of her claims, as well as the significant risks Plaintiff undertook by agreeing to serve as the named plaintiff in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 29, 2026, at El Segundo, California.


Sean M. Blakely

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Leticia Rico (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Boyd Specialties, LLC (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Kristopher N. Tayyeb of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Matthew J. Wayne and Helen E. Barefield of Gordon Rees Scully Mansukhani, LLP.

On August 11, 2025, Plaintiff filed a class action complaint against Defendant in San Bernardino County Superior Court, in the matter entitled *Leticia Rico v. Boyd Specialties, LLC, et al.*, Case No. CIVSB2523082 (the “Class Action”). The Class Action alleges the following causes of action: (1) failure to pay all overtime wages; (2) meal period violations; (3) rest period violations; (4) failure to reimburse for all necessary business expenditures; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition. On October 16, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) which added a cause of action for civil penalties under the Private Attorneys General Act.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees employed by Defendant Boyd Specialties, LLC in California during the period of January 1, 2024 through June 16, 2026 (“Class Period”).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out and except as to the PAGA claims specified below) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

A. Upon the Effective Date and the complete funding of the Gross Settlement Amount, Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the operative Complaint and FAC that arose during the Class Period, including claims for: (1) failure to pay all overtime wages;

(2) meal period violations; (3) rest period violations; (4) failure to reimburse all necessary business expenditures; (5) wage statement violations; (6) waiting time penalties; and (7) all claims for unfair competition that could have been premised on the facts, claims, causes of action or legal theories described above (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

- B. **Release of PAGA Claims.** In addition, upon the Effective Date and complete funding of the Gross Settlement Amount, all Settlement Class members (regardless of whether they opt out) employed by Defendant in California at any time from August 11, 2024 through June 16, 2026 (the “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s Notification Letter to the Labor and Workforce Development Agency (“LWDA”) (“the PAGA Released Claims”).
- C. **Release by Plaintiff.** Upon Defendant’s complete funding of the Gross Settlement Amount, Plaintiff has agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, without exception, against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers’ compensation claims, unemployment insurance claims, nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

Specifically excluded from Plaintiff’s Released Claims are any claims that cannot be released as a matter of law, such as claims for workers’ compensation benefits or unemployment benefits.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Gross Settlement Amount” of Two Hundred Thirty-Five Thousand Dollars and Zero Cents (\$235,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the “Settlement Administrator” to administer this Settlement.
- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of the Effective Date (which, for this purpose, shall

be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement, (2) solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review; or by July 1, 2027, whichever date is later.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- (1) All payments (including interest) to the Settlement Class;
- (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Eight Thousand Dollars and Zero Cents (\$8,000.00);
- (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for Plaintiff's Class Representative Service Award, in recognition of her contributions to the Action and her service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
- (4) Up to 35% of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Thirty Thousand Dollars and Zero Cents (\$30,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
- (5) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), sixty-five percent (65%) of such penalties, or Nine Thousand Seven Hundred Fifty Dollars and Zero Cents (\$9,750.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining thirty-five percent (35%), or Five Thousand Two Hundred Fifty Dollars and Zero Cents (\$5,250.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.
- (6) Any difference between these requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

D. **Escalator Clause.** The Gross Settlement Amount is based on Defendant's representations that there are approximately 5,800 workweeks during the Class Period. If, at the time of preliminary approval, the number of workweeks has

increased by more than 10% (i.e., if there are more than 6,380 workweeks), then the Gross Settlement Amount shall increase proportionally above the 10% threshold (e.g., if the workweeks are 12% higher than 5,800, Defendant shall increase the Gross Settlement Amount by 2%). Alternatively, Defendant has the option of shortening the Class Period on the date in which the Class Period includes no more than 6,380 workweeks.

- E. Defendant's share of employer payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula:
 - i. Payments to all participating Settlement Class members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
 - iv. In addition to the Net Settlement Amount, the PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

- C. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall issue payments for Class Counsel's approved attorneys' fees and costs, the Class Representative Service Award, and settlement administration costs after Individual Settlement Awards have been mailed to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Any payment from the NSA shall be allocated as 80% penalties and interest; and 20% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each member of the Settlement Class who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to 35% of the Gross Settlement Amount, which is currently estimated to be Eighty-Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$82,250.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any

objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for her time and risk in prosecuting this case, and her service to the Settlement Class. This award will be in addition to Plaintiff's respective Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiff's request to the Court to pay up to Eight Thousand Dollars and Zero Cents (\$8,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wage portion of the Individual Settlement Awards, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Kristopher N. Tayyeb of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff as Class Representative for the Settlement Class;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Individual Settlement Award, drafts of which are attached hereto as **Exhibits A** and **B**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA

Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

- E. Notice of Estimated Individual Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the

updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement and adjudging its terms to be fair, adequate, and reasonable;
- B. Approving Plaintiff's and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Matthew J. Wayne of Gordon Rees Scully Mansukhani, LLP, 315 Pacific Avenue, San Francisco, California 94111; mwayne@grsm.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

14. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the San Bernardino County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: _____, 2026

DEFENDANT BOYD SPECIALTIES, LLC

By: _____
Title:

DATED: 9-18 _____, 2026

PLAINTIFF LETICIA RICO

By: Leticia Rico
Leticia Rico (Sep 18, 2026 09:47:54 PDT)
Plaintiff and Settlement Class Representative

if to Defendant: Matthew J. Wayne of Gordon Rees Scully Mansukhani, LLP, 315 Pacific Avenue, San Francisco, California 94111; mwayne@grsm.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

14. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

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DATED: September 15, 2026
_____, 2026

DEFENDANT BOYD SPECIALTIES, LLC

Signed by:
By: Jae Boyd
Title: Owner 81FEE8F109DD4AD...

DATED: _____, 2026

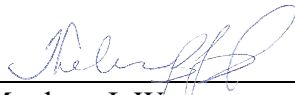
PLAINTIFF LETICIA RICO

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: September 22, 2026

GORDON REES SCULLY MANSUKHANI, LLP

By: 
Matthew J. Wayne
Helen E. Barefield
Attorneys for Defendant

DATED: Sept. 18, 2026

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

LETICIA RICO , as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

BOYD SPECIALTIES LLC, a California limited
liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2523082

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees employed by Defendant Boyd Specialties, LLC in California during the period of January 1, 2024 through June 16, 2026 (“Class Period”). Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The San Bernardino County Superior Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in the case of *Leticia Rico v. Boyd Specialties, LLC, et al.*, San Bernardino Superior Court Case No. CIVSB2523082 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Boyd Specialties, LLC’s (“Defendant”) records show that you were employed by Defendant in California as a non-exempt employee in California between January 1, 2024 through June 16, 2026 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Leticia Rico (“Plaintiff”) brought this Action against Defendant seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Defendant in California at any time during the Class Period. Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Plaintiff alleges that Defendant failed to provide Settlement Class members with all required meal and rest periods, that it failed to pay all overtime wages due to regular rate miscalculations and/or timekeeping policies and practices, and failed to reimburse for all necessary business expenditures. The Action also alleges that as a result of these alleged violations, Defendant failed to provide Settlement Class members with accurate and complete wage statements and failed to timely pay all final wages at the time of separation of employment.

As a result of the foregoing alleged violations, Plaintiff alleges that Defendant engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies that it has done anything wrong. Defendant denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant’s policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Kristopher N. Tayyeb ktayyeb@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant Boyd Specialties, LLC : GORDON REES SCULLY MANSUKHANI, LLP Matthew J. Wayne mwayne@grsm.com Helen E. Barefield hbarefield@grsm.com 315 Pacific Avenue San Francisco, California 94111 Telephone: (415) 986-5900 Facsimile: (415) 986-8054
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendant in California from January 1, 2024 through June 16, 2026. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$235,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys’ fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representative’s Service Award.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$8,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to 35% of the Gross Settlement Amount, which is currently estimated to be \$82,250.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 for verified costs Class Counsel incurred in connection with the Action.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount of \$10,000.00 to compensate her for her service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. \$9,750.00 will be paid to the California Labor & Workforce Development Agency (“LWDA”), representing 65% of the \$15,000.00 the parties have agreed to allocate to the settlement of Plaintiff’s claim on behalf of the Settlement Class members under the PAGA. The remaining \$5,250.00 will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Settlement Class Members’ Individual Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$89,750.00 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: The NSA will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Period, and will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
- (ii) PAGA Amount: In addition to the NSA, the \$5,250.00 PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Defendant at any time from August 11, 2024 through June 16, 2026 (“PAGA Period”) (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within

180 days after mailing shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member.

Allocation and Taxes. For tax purposes, each Individual Settlement Award will be treated as follows: Any payment from the NSA shall be allocated as 80% penalties and interest; and 20% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, and upon the complete funding of the Gross Settlement Amount, all Settlement Class members who did not submit a timely and valid Request for Exclusion, will release Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the "Released Parties") from all claims, demands, rights, liabilities and causes of action that were pled in the operative Complaint and FAC that arose during the Class Period, including claims for: (1) failure to pay all overtime wages; (2) meal period violations; (3) rest period violations; (4) failure to reimburse all necessary business expenditures; (5) wage statement violations; (6) waiting time penalties; and (7) all claims for unfair competition that could have been premised on the facts, claims, causes of action or legal theories described above (the "Class Released Claims"). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, upon the complete funding of the Gross Settlement Amount, all Settlement Class members (regardless of whether they opt out) who worked for Defendant in California at any time from August 11, 2024 through June 16, 2026 (the "PAGA Period") are "Aggrieved Employees" and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff's Notification Letter to the Labor and Workforce Development Agency ("LWDA") ("the PAGA Released Claims").

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, the proportionate number of pay periods you worked during the PAGA Period, as stated in the accompanying Notice of Estimated Individual Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period and the proportionate number of pay periods you worked during the PAGA Period. The information contained in Defendant's records regarding each of these factors, along with your estimated Individual Settlement Award, is listed on the accompanying Notice of Estimated Individual Settlement Award. If you disagree with the information in your Notice of Estimated Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall

determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Awards will be binding on the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Defendant during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department S35 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Leticia Rico v. Boyd Specialties, LLC, et al.*, San Bernardino County Superior Court Case No. CIVSB2523082. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department S35 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior

Court, located at 247 West 3rd Street, San Bernardino, California 92415, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT AWARD

Leticia Rico v. Boyd Specialties, LLC, et al.
SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. CIVSB2523082

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Defendant Boyd Specialties, LLC's ("Defendant") records:

- (a) you worked [REDACTED] workweeks for Defendant in California as a non-exempt employee between January 1, 2024 through June 16, 2026; and
- (b) you worked [REDACTED] pay periods for Defendant in California as a non-exempt employee between August 11, 2024 through June 16, 2026.

Based on the above, your Individual Settlement Award is estimated at \$ [REDACTED].

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes otherwise, and that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

August 11, 2025

VIA LWDA WEBSITE

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

Re: *Leticia Rico v. Boyd Specialties LLC*

To Whom It May Concern:

Please be advised that this law firm represents Leticia Rico (“Ms. Rico”) in claims arising from her employment with Boyd Specialties LLC; and Does 1 through 100 (collectively “Boyd Specialties”). Ms. Rico is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Boyd Specialties’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Boyd Specialties’ non-exempt employees who worked for Boyd Specialties in California during the one year immediately preceding the date of this letter through the present.

Boyd Specialties is in the business of manufacturing beef jerky products. Boyd Specialties employed Ms. Rico in the non-exempt job position of “Labeler” (or similarly titled position) in the packing department of its San Bernardino facility. Ms. Rico was employed by Boyd Specialties from approximately August 2022 until approximately January 17, 2025.

During Ms. Rico’s employment with Boyd Specialties, Ms. Rico and other aggrieved employees worked over 8.0 hours per workday and/or more than 40.0 hours per workweek but did not receive overtime compensation equal to one and one-half times their regular rate of pay for working overtime hours. Specifically, Boyd Specialties paid Ms. Rico and other aggrieved employees non-discretionary incentive pay, including bonus payments that are not excludable from an employee’s “regular rate” of pay (hereinafter, “Incentive Pay”). However, Boyd Specialties failed to properly calculate Ms. Rico’s and other aggrieved employees’ regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime wages owed to them.

During her employment with Boyd Specialties, Boyd Specialties failed to provide Ms. Rico and other aggrieved employees with all legally compliant meal periods due to Boyd Specialties’ meal period policies/practices, which have resulted in late (commencing

after the fifth hour of work), short (less than 30 minutes of uninterrupted net time), and missed meal periods. Specifically, Ms. Rico was often provided with a late first meal period due to work demands imposed by Boyd Specialties. Furthermore, Boyd Specialties meal period policies/practices failed to provide Ms. Rico and other aggrieved employees with a second timely, uninterrupted, duty-free 30-minute meal period when they worked shifts in excess of 10.0 hours. Boyd Specialties' meal period policies and practices also failed to provide Ms. Rico and other aggrieved employees with 30 minutes of "net rest" due to the fact that employees had to use part of their break time walking to and from their workstations to a suitable resting area. On those occasions when Ms. Rico and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Boyd Specialties failed to compensate Ms. Rico and other aggrieved employees with the proper meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Additionally, upon information and belief, during at least a portion of the class period, Boyd Specialties maintained no payroll code or other mechanism for payment of meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

During her employment with Boyd Specialties, Ms. Rico and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods due to work demands. Boyd Specialties' rest period policies also failed to provide Ms. Rico and other aggrieved employees with 10 minutes of "net rest" due to the fact that employees had to use part of their break time walking to and from their workstations to a suitable resting area. On the occasions when Ms. Rico and other aggrieved employees were not provided with all of the legally compliant rest periods to which they were entitled, Boyd Specialties failed to compensate Ms. Rico and other aggrieved employees with the required rest period premium at the regular rate of pay for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Boyd Specialties maintained no payroll code or other mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to their non-exempt employees.

During Ms. Rico's employment with Boyd Specialties, Boyd Specialties also failed to properly calculate the regular rate of pay when calculating its employees' sick time pay due to the payment of Incentive Pay, thus providing Ms. Rico and other aggrieved employees with sick time pay at below the regular rate of pay, in violation of California law.

During Ms. Rico's employment with Boyd Specialties, Ms. Rico and other aggrieved employees were required to use their personal cellular phones to communicate with co-workers and to clock in and out of the timekeeping system. Boyd Specialties knew or should have known that Ms. Rico and other aggrieved employees were necessarily incurring expenses due to the use of their personal cellular phones; however, Boyd Specialties failed to reimburse Ms. Rico and other aggrieved employees for the use of

their personal cellular phones for business purposes.

As a result of Boyd Specialties' failure to compensate Ms. Rico and other aggrieved employees for all overtime wages, all meal period and rest period premium wages, and sick time pay at the correct regular rate of pay, Boyd Specialties maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Boyd Specialties' failure to compensate Ms. Rico and other aggrieved employees for all overtime wages, all meal period and rest period premium wages, and sick time pay at the correct regular rate of pay, Boyd Specialties failed to pay Ms. Rico and other former non-exempt employees all wages owed at the time of their respective separations from employment.

As described above, Boyd Specialties committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

Overtime Wage Violations

Boyd Specialties was required to pay Ms. Rico and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Boyd Specialties caused Ms. Rico and other aggrieved employees to work overtime hours but did not compensate Ms. Rico and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Ms. Rico and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Boyd Specialties failed to provide Ms. Rico and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Ms. Rico and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Boyd Specialties also failed to authorize and permit Ms. Rico and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Rico and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Employees for All Necessary Business Expenditures

As alleged above, Boyd Specialties failed to reimburse Ms. Rico and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Boyd Specialties’ policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, § 9, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”) Ms. Rico and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Boyd Specialties was required to furnish Ms. Rico and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of Boyd Specialties’ failure to pay all overtime and double-time wages, and failure to pay all required meal and rest period premium wages, Boyd Specialties maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Rico and other aggrieved employees in violation of Labor Code § 226. Boyd Specialties’ failure to comply with its wage statement obligations was knowing and intentional, and Ms. Rico and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Boyd Specialties failed to timely pay Ms. Rico and other aggrieved employees all of their final wages at the time of separation, which included all overtime and double-time wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Boyd Specialties’ failure to pay all final wages due to Ms. Rico and other aggrieved employees was willful and, consequently, entitles Ms.

Rico and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Boyd Specialties failed to pay their final wages after their separation, up to a maximum of thirty days.

As an “aggrieved employee,” Ms. Rico will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Rico’s own investigation, and on information and belief, Boyd Specialties committed and continues to commit the following Labor Code violations:

- a. Boyd Specialties violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Rico and other aggrieved employees all overtime compensation earned;
- b. Boyd Specialties violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Rico and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- c. Boyd Specialties violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Rico and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Rico and other aggrieved employees at these employees’ respective regular rates of compensation for rest period violations;
- d. Boyd Specialties violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Rico and other aggrieved employees for all necessary expenditures incurred;
- e. Boyd Specialties violated Labor Code § 226 by failing to furnish Ms. Rico and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Boyd Specialties violated Labor Code § 204 by failing to pay Ms. Rico and other aggrieved employees all wages earned at least twice during each calendar month; and
- g. Boyd Specialties violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Rico and other aggrieved employees.

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LWDA

August 11, 2025

Page 6 of 6

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Boyd Specialties if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to be 'P. H.', with a long horizontal flourish extending to the right.

Paul K. Haines

cc: Boyd Specialties LLC (via certified mail)

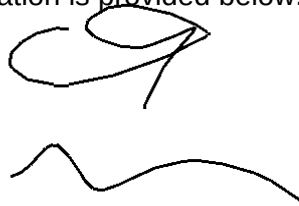
Mailer: Haines Law Group

Date Produced: 08/14/2025

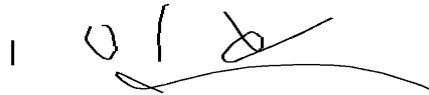
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8327 3396 01. Our records indicate that this item was delivered on 08/13/2025 at 12:05 p.m. in COLTON, CA 92324. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

BOYD SPECIALTIES LLC
C/O: JAE BOYD
1016 E COOLEY DR
STE N
COLTON CA 92324-3962

Customer Reference Number: C6116498.37187867

Return Reference Number VC