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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOSE ARCEO, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

ARDENT MILLS, LLC, a Colorado limited
liability company; and DOES 1 to 10,
inclusive,

Defendants.

Case No. CIVSB2305763

CLASS ACTION

Assigned for All Purposes To:

Hon. Christian Towns

**DECLARATION OF MARTA MANUS
IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND REQUEST FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
AWARD**

Final Approval Hearing:

Date: November 5, 2025

Time: 8:30 a.m.

Department S-26

Complaint: March 3, 2023

FAC: May 16, 2023

SAC: January 28, 2025

Trial: None set

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I, Marta Manus, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am counsel for the Plaintiff Jose Arceo and have personal knowledge of the facts herein. If called to the stand, I could and would competently testify thereto.

2. On March 3, 2023, Plaintiff Jose Arceo filed his initial class complaint financing the Action. On the same date, Arceo's counsel sent a letter to the LWDA to exhaust remedies under PAGA. On May 12, 2023, Arceo filed a First Amended Complaint adding a claim. On November 13, 2024, Plaintiff filed an Amended PAGA Notice with the Labor Workforce Development Agency ("LWDA"), adding a claim for unreimbursed business expenses under California Labor Code § 2802. (*Id.*) On January 21, 2025, Plaintiff filed a Second Amended Complaint ("SAC") 66 days after filing the Amended PAGA Notice with the LWDA. The SAC includes all causes of action contained within the First Amended Complaint and adds a cause of action for unreimbursed business expenses under California Labor Code § 2802. The SAC is the operative complaint.

3. The parties agreed to participate in mediation and informally exchanged information and documents, including data in the class period, Defendant's wage and hour records and practices, and time and pay records for a sample of 65 (23% of the total Class of Class Members). In preparation for mediation, Plaintiff hired Berger Consulting Group, an independent data analysis group to prepare damage calculations and an exposure analysis for the litigation.

4. On September 10, 2024, the parties mediated this case before well-respected mediator, Steven J. Serratore, Esq.

5. After lengthy negotiations during and after the mediation, the parties ultimately resolved the case in the total amount of \$1,350,000 (“Gross Settlement Amount”), on a class wide GA representative basis. The Class Period is defined as December 3, 2018, through December 9, 2024.

6. The Class consists of the named Plaintiff and all current and former hourly paid or

1 non-exempt employees who worked for Defendant in California at any time during the Class
2 Period (December 3, 2018, through November 9, 2024) (“Class Members”). There is no claim
3 form requirement, and no residual will revert to Defendant. It is an opt-out class.

4 7. The average Individual Class Payment is approximately \$2,904.39 and the highest
5 Individual Class Payment will be approximately \$7,830.95. Attached hereto as **Exhibit 3** is the
6 Declaration of Chris Pikus of Rust Consulting, Inc. [“Pikus Decl.”], ¶ 19. Additional proposed
7 disbursements are as follows:

- | | | |
|----|--|-----------------------------------|
| 8 | 1) Class Counsel Fees: | \$450,000 |
| 9 | 2) Litigation Costs: | \$21,143.09 |
| 10 | 3) Administrator Costs: | \$11,000 |
| 11 | 4) Class Representative Service Payment: | \$15,000 |
| 12 | 5) PAGA Penalties: | \$27,000 (LWDA Portion: \$20,250) |

14 8. After the above deductions from the Gross Settlement Amount of \$1,350,000, the
15 Net Settlement Amount to be distributed to Participating Class Members is estimated to be
16 \$825,856.91.

17 9. On July 1, 2025, the Court granted Preliminary Approval of this settlement,
18 approved the Notice of Class Action and related forms, appointed Plaintiff Arceo as the Class
19 Representative, appointed Class Counsel, approved Rust Consulting, Inc. (“Rust”) as the
20 Administrator, and set timelines for the settlement administration process, pursuant to the
21 Settlement Agreement. Rust completed the notice procedure per the Settlement terms, including
22 mailing the Court-approved Notice of Class Action Settlement (the “Class Notice”) to 285
23 eligible Class Members. See **Exhibit 3** hereto (Pikus Decl., detailing Rust’s the notice procedure
24 and results.)

25 10. Class Counsel remain convinced the Settlement is in the best interest of the Class
26 based on a detailed knowledge of the issues, risks of loss, and the negotiations. Nothing has
27 changed since the Court granted Preliminary Approval of the Settlement to negate the
28 presumption of fairness. The affirmative defenses asserted by Defendant, the uncertainty of

1 achieving certification, the prospect of a potential adverse summary judgment ruling, the
2 difficulties of complex litigation, the lengthy process of establishing specific damages, and the
3 perils of litigation affecting the value of the claims, as well as the risks of loss at trial and the
4 various possible delays and appeals were carefully considered by Class Counsel in arriving at the
5 proposed Settlement.

6 11. The Class Members' response to the settlement is outstanding - 100% of the
7 money will be paid out as there is no reversion to Defendant and all Class Members who
8 received the Class Notice are participating in the settlement, since there are no opt outs, to date.
9 There are also no objections to the Settlement, to date. Individual Class Payments will be
10 allocated: 10% wages for which an IRS Form W-2 will be issued, and 90% will be allocated to
11 the settlement of interest (45%) and penalties (45%) for which IRS 1099 Forms will be issued.

12 **CLASS REPRESENTATIVE SERVICE AWARD**

13 12. I believe that the requested Class Representative Service Award for Plaintiff Jose
14 Arceo of \$15,000 is fair and reasonable. This is based on all facts set forth in the Motion for
15 Preliminary Approval and the Declaration of the Class Representative (**Ex. 4**, Declaration of
16 Class Representative Jose Arceo in Support of Plaintiff's Motion for Final Approval ["Arceo
17 Decl."].)

18 13. As required by PAGA, Plaintiff's Motion for Final Approval of Class Action and
19 PAGA Settlement was submitted (uploaded) to the Labor and Workforce Development Agency's
20 ("LWDA") online system on the same day as filing the Motion. Attached as **Exhibit 5** to this
21 declaration is a true and correct copy of proof of submission from the LWDA confirming receipt.

22 **ATTORNEYS' COSTS**

23 14. The parties' Settlement Agreement provides for reimbursement of costs up to
24 \$26,000. Class Counsel's litigations costs to date are \$21,058.09. Class Counsel requests
25 reimbursement of litigation costs of \$21,143.09, which includes an additional estimated \$85.00
26 for filing fees for a total of \$21,143.09, which is less than the "not to exceed" amount per the
27 Settlement Agreement. These are costs include the mediator's fee, expert fees, and filing fees.
28 Attached hereto as **Exhibit 2** are the Itemized Costs to date. The Administration Expenses

1 Payment is capped at \$11,000. (See **Exhibit 3**, Pikus Decl., ¶ 20.)

2 **ATTORNEYS' FEES**

3 15. The Class Notice mailed to Class Members stated the amount of fees being
4 requested by Class Counsel. Not a single Class Member objected to an award of fees in the
5 amount requested to date.

6 16. Class Counsel are experienced and qualified to evaluate the class claims and
7 viability of the defenses. The recovery for each Class Member in the present is fair and
8 reasonable based on all risk factors.

9 17. Class Counsel seeks a fee award calculated as a percentage of the common fund
10 for the successful prosecution and resolution of this action. For Class Counsel, the fees here were
11 wholly contingent in nature, and this complex action involved specialized issues. There was the
12 prospect of the enormous cost inherent in class action litigation, as well as a long battle with a
13 corporate defendant. Class Counsel risked not only their time but also money to ensure the
14 successful litigation of this action on behalf of all Class Members. Accordingly, the requested
15 percentage of the common fund is appropriate, and Class Counsel respectfully requests that the
16 Court enter an Order to that effect.

17 18. I believe that an attorneys' fee of 1/3 of the total value of this case is fair and
18 reasonable. This amount was negotiated by the parties in good faith with the assistance of the
19 mediator, and Defendant has no objection to the fees request. I am very familiar with the
20 contingent fee market throughout California particularly as it pertains to complex employment,
21 wage and hour, and class action litigation. Contingency fee agreements with plaintiffs, both as
22 individuals and as representatives in class action suits, commonly provide that counsel will
23 receive a fee that is between 33% to 40% of any recovery that is obtained, and, in addition, that
24 counsel be reimbursed for the costs they incurred out of a recovery amount. These are typical
25 and standard percentages in employment related contingency agreements throughout California.
26 Indeed, in my opinion, Plaintiff in this complex wage and hour case could not have retained
27 competent counsel in California, particularly with the considerable skill and expertise of my firm
28 for any amount significantly less than the contingency fee percentage provided in these retainer

1 agreements. As the Court is aware, Plaintiff's Counsel has not received any payment for
2 attorneys' fee to date in this case and has advanced all costs during the multi-year litigation.

3 19. In the present case, Class Counsel will have spent approximately 216.1 hours,
4 with a lodestar of approximately \$229,161.00. Attached hereto as **Exhibit 1** are true and correct
5 copies of itemized time records to date. All these hours were reasonable and necessary and
6 related to this litigation. Class Counsel requests a fee of \$450,000, for a multiplier of
7 approximately 1.9.

8 20. The rates requested are in line with those approved in other cases. (*Simers v. Los*
9 *Angeles Times Communications LLC* (2024) 104 Cal.App.5th 940, 949 [affirming attorney rates
10 from \$400-900]; *Snoeck v. ExakTime Innovations, Inc.* (2023) 96 Cal.App. 5th 908, 914 (2023)
11 [hourly rates of \$750, \$600 and \$535 were reasonable in FEHA case]; *Espejo v. The Copley*
12 *Press, Inc.*, 13 Cal. App. 5th 329, 383 (2017) [blended rate of \$500 approved in misclassification
13 case]; *Lopez v. Mgmt. & Training Corp.* (S.D. Cal. Apr. 20, 2020) No. 17CV1624 JM(RBM),
14 2020 WL 1911571, at *8-9 [approving of rates including \$500 for an associate with nine years of
15 experience and \$725/\$875 for attorneys with over thirty years of experience in an overtime class
16 action].)

17 21. The rates are also consistent with surveys relied on by other courts. (*Martinez v.*
18 *Helzberg's Diamond Shops* (C.D. Cal., Sept. 24, 2021, No. EDCV201085PSGSHKX) 2021 WL
19 9181893, at at *10 [relying on "The Real Rate Report"]; *Gutierrez v. Chopard USA Ltd.* (2022)
20 82 Cal.App.5th 383, 387 [Unruh Act case affirming award based on Laffey Matrix, available at
21 <http://www.laffeymatrix.com/sec.html>].)

22 **ATTORNEYS' EXPERIENCE**

23 24. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
24 including class actions and PAGA actions on behalf of employees and others who have had their
25 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
26 counsel of record in numerous wage and hour and employment class action and PAGA action
27 cases pending in both state and federal court.

28 25. D.Law is well-qualified and has ample experience, knowledge, and resources to

1 act as counsel and represent Plaintiff and the putative Class and aggrieved employees in this
2 action. Our practice is exclusively focused on employment matters and representing plaintiffs in
3 wage and hour actions with the same or similar causes of actions brought forth in the matter
4 pending before this Court.

5 26. D.Law has litigated and successfully resolved many wage and hour class action
6 cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De
7 La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787),
8 Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of
9 California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of
10 California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in
11 Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-
12 cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
13 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los
14 Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in
15 Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of
16 California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al.
17 (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family,
18 Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v.
19 Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289),
20 Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los
21 Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California
22 in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California,
23 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California,
24 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-
25 cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-
26 DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los
27 Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of
28 California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area

1 Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-
2 00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-
3 17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV
4 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera,
5 MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in
6 Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court
7 of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of
8 California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of
9 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court
10 of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior
11 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX
12 Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino,
13 CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles,
14 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-
15 cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California
16 in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of
17 California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of
18 California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc.
19 (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)
20 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution
21 Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v.
22 Absolute Security International (Superior Court of California in San Bernardino, CIVDS
23 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-
24 00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
25 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

26 27. Gregg Lander is the Litigation Manager for D.Law, Inc.'s West Los Angeles
27 office and worked on this matter. Mr. Lander graduated from Texas A&M University in 1989
28 with a Bachelor of Business Administration degree in Marketing. In 1997, he graduated from

1 California Western School of Law in San Diego and was admitted to the California Bar the same
2 year. In October 2001, Mr. Lander joined the Law Offices of Kevin T. Barnes. In or about 2004,
3 Mr. Barnes transitioned our firm completely to class and representative action cases and since then,
4 Mr. Lander has worked almost exclusively on complex wage and hour matters. Thereafter, until
5 2023, Mr. Barnes and Mr. Lander litigated hundreds of wage and hour cases, usually to settlement,
6 sometimes after class certification, and occasionally including appellate review.

7 28. Mr. Lander is an experienced class and representative action litigator, especially
8 in the area of wage and hour law. Just a few of the class and representative wage and hour cases
9 in which he has been named as class counsel after a contested class certification motion are Ben
10 Cruz v. Talentscale, LLC, Riverside County Superior Court Case no.: RIC1821842; Isidro B. Cruz
11 v. Dignity Health, Sacramento County Superior Court Case no.: 34-2018-00245506-CU-OE-GDS;
12 Marques Johnson v. Bakersfield Memorial Hospital, Kern County Superior Court Case no.: BCV-
13 19-102016-BCB; Deonne Monroy v. Glendale Memorial Hospital and Medical Center, Los
14 Angeles County Superior Court Case no.: 19STCV14743; Barbara J. Bowlin-Burdick v. Life Care
15 Centers of America, Inc., Los Angeles County Superior Court Case no.: BC657139; Przywara v.
16 Howroyd-Wright Employment Agency, Inc., Los Angeles County Superior Court Case no.:
17 BC449744; In re Target Corp. Customer Data Security Breach Litig., USDC-District of Minnesota
18 Case no.: MDL No. 14-2522; Carmen Medina v. Nail Garden Valencia, LLC, et al., Los Angeles
19 County Superior Court Case no.: BC520245; Gregory Hall v. PacWest Security Services, et al.,
20 Los Angeles County Superior Court Case no.: BC498103; Erik Kellgren v. Petco Animal Supplies,
21 Inc., et al., USDC-Southern District Case no.: 3:13-cv-00644-L-KSC; Certified Tire And Service
22 Center Wage And Hour Cases, San Diego County Superior Court Case no.: JCCP 4762; Craig
23 Watts v. U.S. Telepacific Corp., Los Angeles County Superior Court Case no.: BC482968;
24 California Logistics Wage and Hour Cases, Los Angeles County Superior Court Case no.: JCCP
25 4622; Christopher Woods v. Swift Transportation Corporation, San Diego County Superior Court
26 Case no.: 37-2011-00094313-CU-OE-CTL; Ellen Dufraim v. Blockbuster Inc., Los Angeles
27 County Superior Court Case no.: BC399109; James Cole v. CRST, Inc., et al., USDC-Central
28 District Case no.: 08-1570-VAP (OPx); Ann Ross, et al. v. US Bank National Association, USDC-

1 Northern District Case no.: 3:07-cv-2951 SI; John L. Flores v. Arakelian Enterprises Inc., Los
2 Angeles County Superior Court Case no.: BC333940; Julie Terry v. Musicland Stores Corporation,
3 et al., Orange County Superior Court Case no.: 03CC00407; Michael Weigele, et al. v. Fedex
4 Ground Package System, Inc., USDC-Southern District Case no.: 3:06-cv-01330-AJB (PORx);
5 Mark Laffitte v. Robert Half International, Inc., et al., Los Angeles County Superior Court Case
6 no.: BC321317; Jonathan Solis, et al. v. Worldwide Network, Inc., et al., Orange County Superior
7 Court Case no.: 03CC00069; Curt Jones, et al. v. EMF Holdings, LTD, et al., Los Angeles County
8 Superior Court Case no.: BC302291; Emmett A. Randolph, Jr. v. Orchard Supply Hardware, Santa
9 Clara County Superior Court Case no.: JCCP 4407; John A. Szczecina v. First Legal Support
10 Services, LLC, Orange County Superior Court Case no.: 04CC00088; Staples Overtime Cases,
11 Orange County Superior Court Case no.: JCCP 4235; Tim O'Neil, et al. v. Cardservice Leaders,
12 Ventura County Superior Court Case no.: CIV228088; Juvido Agatep v. Ramirez Protective
13 Services, Los Angeles County Superior Court Case no.: BC283550; Nicole Salas v. Styles For
14 Less, Los Angeles County Superior Court Case no.: BC262182; and Juvido Agatep v. Construction
15 Protective Services, Inc., Los Angeles County Superior Court Case no.: BC287840.

16 29. Since 2023, Mr. Lander has been the Litigation Manager for D.Law, Inc.'s West
17 Los Angeles litigation team. With D.Law, he has been appointed by a court as class counsel for
18 purposes of settlement in the following cases: Ramon Estrada v. Urban Retreat, Shasta County
19 Superior Court Case no.: 23-CV-0201662; Steffni Estrada v. Central California Connection,
20 LLC, Los Angeles County Superior Court Case no.: 23STCV10253; Lynette Hutchison v.
21 Lifeline Education Charter School, Inc., Los Angeles County Superior Court Case no.
22 23STCV06870; Tina L. Hess v. Illinois Tool Works, Inc., Ventura County Superior Court Case
23 no. 2023CUOE009321; Robert Rios v. Altec Industries, Inc., Los Angeles County Superior
24 Court Case no. 23STCV29263; and Paula Martinez v. LA Financial Credit Union, Los Angeles
25 County Superior Court Case no. 23STCV22040. Mr. Lander has also been deemed adequate to
26 litigate the following PAGA matter: Arturo Cuadras v. Los Angeles Rehabilitation & Wellness
27 Centre, Los Angeles County Superior Court Case no.: 23STCV09959.

28 30. Consistent with hourly billing rates for attorneys with Mr. Lander's experience,

1 his hourly billing rate is \$1,260 per hour.

2 31. **Vanessa M. Ruggles** is Of Counsel in my office and worked on this matter. She
3 completed her undergraduate studies at University of Nebraska – Lincoln with a Bachelor of Arts
4 degree in French with minors in Political Science and Sociology in August of 2000. She
5 completed her legal studies at California Western School of Law in San Diego, California, where
6 she received a Juris Doctor degree, magna cum laude, with a concentration in Labor and
7 Employment Law, with honors, in April 2007. She first gained experience in employment law
8 during law school, when she interned at the Employee Rights Center and clerked for over two
9 years at an employment law boutique firm. She also externed for the Hon. Alex C. McDonald at
10 the Court of Appeal, Fourth District, Division One.

11 32. Since being admitted to the California State Bar in December 2007, Ms. Ruggles
12 has practiced employment law almost exclusively. In the last several years, she has worked
13 mostly in wage and hour litigation, including extensive work since 2013 for the Law Offices of
14 Kevin T. Barnes. Attorneys across California routinely seek her help with complicated wage
15 claims and complex litigation. She has performed significant behind-the-scenes substantive and
16 strategic work on dozens of wage and hour class and/or PAGA actions. Ms. Ruggles has been
17 approved as class counsel of record in the following cases: *Estrada v. Urban Retreat*, Shasta
18 County Superior Court Case no.: 23-CV-0201662; *Estrada v. Central California Connection,*
19 *LLC* (Los Angeles Sup. Ct.) 23STCV10253; *Hutchison v. Lifeline Education Charter School,*
20 *Inc.* (Los Angeles Sup. Ct.) 23STCV06870; *Hess v. Illinois Tool Works, Inc.* (Ventura Sup. Ct.)
21 2023CUOE009321; *Rios v. Altec Industries, Inc.* (Los Angeles Sup. Ct.) 23STCV29263; and
22 *Martinez v. LA Financial Credit Union* (Los Angeles Sup. Ct.) 23STCV22040; *Evans v. Saison*
23 *Hospitality Partners LLC* (Riverside Sup. Ct.) CVRI2300932; *Hayes v. Avis Rent a Car System*
24 *LLC* (Los Angeles Sup. Ct.) 22STCV26153; *Estrada v. Urban Retreat, Inc.* (Shasta Sup. Ct.)
25 23CV-0201662; *Gardner v. Hilmar Cheese Company, Inc.* (Merced Sup. Ct.) 21CV-03416;
26 *Osuna v. Vintage Associates, Inc.* (Riverside Sup. Ct.) CVRI2200103; *Santillan v. Verizon*
27 *Connect, Inc.* (S.D.Cal.) 3:21-cv-1257-H-KSC; *ClubCorp Wage and Hour Cases* (O.C. Sup. Ct.)
28 JCCP 5138; *Alvarez v. Bershtel* (L.A. Sup. Ct.) 19STCV01129; *Mier v. Mainfreight, Inc.* (L.A.

Sup. Ct.) 19STCV04465; *Santoya v. Fasttrak Foods LLC* (Riverside) PSC1707227. Each of the cases listed above involves wage and hour issues similar to the legal and factual issues involved in this case.

33. Consistent with hourly billing rates for attorneys with her experience, Ms. Ruggles' hourly billing rate is \$1,045.00 per hour.

34. I am an Associate Attorney at D.Law. I graduated from California Western School of Law in 2008 and was admitted to practice law in California that same year. I have been exclusively litigating wage and hour class action and PAGA representative cases since 2008. I am admitted to practice before all U.S. District Courts in California, the Fourth District Court of Appeal, and the U.S. Court of Appeals for the Ninth District. I am also admitted to practice law in the State of Washington. I have extensive experience litigating complex class action and representative action cases.

35. Consistent with hourly billing rates for attorneys with my experience, my hourly billing rate is \$950 per hour.

36. **Jean H. Power** is an Associate Attorney at D.Law. Ms. Power is licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. Ms. Power received her Bachelor of Business Administration in Accounting from Texas Tech University in 1986. Ms. Power then earned her Juris Doctorate from Texas Tech School of Law in 1989. For the last five years, Ms. Power has exclusively focused her practice on representing parties in employment law matters, including in wage-and-hour class actions.

37. Consistent with hourly billing rates for attorneys with Ms. Power's experience, her hourly billing rate is \$585 per hour.

38. **Guido Toscano** is Senior Counsel at D.Law and worked on this matter. He completed his undergraduate studies at Texas Christian University and graduated *magna cum laude* with a Bachelor of Music degree in piano performance in May 2005. He completed his legal studies at the University of Southern California Gould School of Law and received his Juris Doctor degree in May 2009. Mr. Toscano was admitted to the California State Bar in December

2009 and began his career at two prominent Am Law 100 firms. He also served two years in the City Attorney's offices for the cities of Beverly Hills, Manhattan Beach and Temecula, among others. Mr. Toscano has experience in state and federal courts, arbitration, administrative forums, and both civil and criminal matters. He has a winning record as first-chair counsel, including at trial, administrative hearings and arbitration. Mr. Toscano's employment experience includes both defense-side work in wrongful termination and retaliation cases and plaintiff-side work prosecuting wage and hour class actions. In addition, he has practiced in the areas of public entity law, entertainment, product liability, trust and estates, consumer advertising and FDA/FTC regulatory compliance. Mr. Toscano began his plaintiff-side employment work in 2020 at the solo office of Jeff Westerman and later joined D.Law, Inc. in 2024 to focus exclusively on wage and hour litigation.

39. Consistent with hourly billing rates for attorneys with his experience, Mr. Toscano's hourly billing rate is \$795 per hour.

40. **Taylor B. Keaster** is an associate attorney in my office and worked on this matter. In 2016, Mr. Keaster graduated from California State University, Channel Islands with a degree in Communications. In 2020, he graduated from Southwestern Law School and in January 2021, Mr. Keaster was admitted to the California State Bar. Since 2023, he has practiced civil litigation, and since joining D.Law, Inc. in May 2023, has worked exclusively on wage and hour matters.

41. Given his experience, if Mr. Keaster were to charge for this type of work by the hour, his hourly rate would be \$425 per hour, which is his current requested hourly rate.

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

Executed on October 14, 2025, at San Diego, California.



Marta Manus, Esq.

EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Vanessa Ruggles	79.9	\$ 1,045.00	\$ 83,495.50
Gregg Lander	76	\$ 1,260.00	\$ 95,760.00
Guido Toscano	39.4	\$ 795.00	\$ 31,323.00
Marta Manus	18.1	\$ 950.00	\$ 17,195.00
Jean Power	1.5	\$ 585.00	\$ 877.50
Taylor Keaster	1.2	\$ 425.00	\$ 510.00
Total	216.1		\$ 229,161.00

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208894	Arceo v. Ardent Mills, LLC	2/3/23	0.5	Vanessa Ruggles	Review new intake; Correspondence re same
208894	Arceo v. Ardent Mills, LLC	2/22/23	0.5	Gregg Lander	Email from JL re Datasheet + revise
208894	Arceo v. Ardent Mills, LLC	2/23/23	3	Vanessa Ruggles	Review all records, policies; Research 212, 213, 450, 552; Update and revise datasheet
208894	Arceo v. Ardent Mills, LLC	2/27/23	0.1	Gregg Lander	Email to P re claims
208894	Arceo v. Ardent Mills, LLC	2/28/23	2.3	Gregg Lander	Draft LWDA Letter
208894	Arceo v. Ardent Mills, LLC	2/28/23	0.9	Gregg Lander	Tcw P re claims
208894	Arceo v. Ardent Mills, LLC	3/1/23	4.9	Gregg Lander	Draft Complaint + email to VR
208894	Arceo v. Ardent Mills, LLC	3/2/23	0.7	Gregg Lander	Emails f/t VR/CD re complaint/lwda + review/revise
208894	Arceo v. Ardent Mills, LLC	3/2/23	1	Vanessa Ruggles	Review LWDA Notice and Complaint
208894	Arceo v. Ardent Mills, LLC	3/7/23	0.1	Gregg Lander	Emails from ED/CD re costs
208894	Arceo v. Ardent Mills, LLC	3/8/23	0.1	Gregg Lander	Emails t/f CD re complaint/LWDA
208894	Arceo v. Ardent Mills, LLC	3/9/23	0.1	Gregg Lander	Email from CD re case #
208894	Arceo v. Ardent Mills, LLC	3/14/23	0.2	Gregg Lander	Emails f/t CD/VR re filing speed
208894	Arceo v. Ardent Mills, LLC	4/4/23	0.1	Gregg Lander	Email CD re Complaint to P
208894	Arceo v. Ardent Mills, LLC	4/13/23	0.1	Gregg Lander	Emails t/f CD re conformed complaint to Plaintiff
208894	Arceo v. Ardent Mills, LLC	4/17/23	0.7	Gregg Lander	Draft FAC
208894	Arceo v. Ardent Mills, LLC	4/17/23	0.1	Gregg Lander	Email CD re judge info
208894	Arceo v. Ardent Mills, LLC	5/5/23	0.2	Gregg Lander	Email CD re Complaint info + research
208894	Arceo v. Ardent Mills, LLC	5/8/23	0.2	Gregg Lander	Email f/t CD re filing info + research
208894	Arceo v. Ardent Mills, LLC	5/11/23	0.2	Gregg Lander	Emails f/t CD/VR re filing/service
208894	Arceo v. Ardent Mills, LLC	5/11/23	0.6	Gregg Lander	Emails to/f CD/VR re FAC + finalize + J/170.6
208894	Arceo v. Ardent Mills, LLC	5/11/23	0.3	Gregg Lander	Email from CD re CMC Order + review
208894	Arceo v. Ardent Mills, LLC	5/11/23	0.2	Vanessa Ruggles	Correspondence re service of FAC
208894	Arceo v. Ardent Mills, LLC	5/11/23	0.1	Gregg Lander	Emails f/t CD re jury fees
208894	Arceo v. Ardent Mills, LLC	5/15/23	0.3	Gregg Lander	Email CD re FAC + research
208894	Arceo v. Ardent Mills, LLC	5/16/23	0.3	Gregg Lander	Emails t/f CD re CMC Order + review
208894	Arceo v. Ardent Mills, LLC	5/16/23	0.1	Gregg Lander	Emails f/t VR/CD re FAC/service
208894	Arceo v. Ardent Mills, LLC	5/16/23	1	Vanessa Ruggles	Correspondence re judicial assignment; Research re judge; correspondence re service
208894	Arceo v. Ardent Mills, LLC	5/17/23	0.2	Vanessa Ruggles	Correspondence re posting jury fees
208894	Arceo v. Ardent Mills, LLC	5/17/23	0.3	Gregg Lander	Emails f/t CD/JL re FAC service, Disc1
208894	Arceo v. Ardent Mills, LLC	5/23/23	0.1	Gregg Lander	Email from CD re Complaint
208894	Arceo v. Ardent Mills, LLC	6/12/23	0.1	Gregg Lander	Emails t/f CD re Joint Report
208894	Arceo v. Ardent Mills, LLC	6/12/23	0.3	Gregg Lander	Email from CD re Joint Report draft + review/revise
208894	Arceo v. Ardent Mills, LLC	6/14/23	0.1	Gregg Lander	Email from OPC re new case intro
208894	Arceo v. Ardent Mills, LLC	6/15/23	0.4	Gregg Lander	Emails f/t/f OPC/VR re removal/diversity/etc.
208894	Arceo v. Ardent Mills, LLC	6/15/23	0.3	Vanessa Ruggles	Correspondence re removal jurisdiction
208894	Arceo v. Ardent Mills, LLC	6/15/23	0.2	Gregg Lander	Email from OPC re Notice of Removal + review
208894	Arceo v. Ardent Mills, LLC	6/16/23	0.6	Gregg Lander	Email OPC re emails, joint report + revise
208894	Arceo v. Ardent Mills, LLC	6/16/23	0.4	Gregg Lander	Email to Dlaw re M4Remand
208894	Arceo v. Ardent Mills, LLC	6/16/23	0.1	Gregg Lander	Emails f/t VR re M&C
208894	Arceo v. Ardent Mills, LLC	6/16/23	0.6	Gregg Lander	Email from Crt re Judge reassignment + research
208894	Arceo v. Ardent Mills, LLC	6/16/23	0.1	Gregg Lander	Emails from Crt re Complaint/FAC/non-conformed Answer
208894	Arceo v. Ardent Mills, LLC	6/16/23	0.1	Gregg Lander	Email from Crt re Magistrate Judge
208894	Arceo v. Ardent Mills, LLC	6/16/23	0.1	Gregg Lander	Email from Crt re ADR program
208894	Arceo v. Ardent Mills, LLC	6/20/23	0.4	Gregg Lander	Email from Crt re J's Standing Order + review
208894	Arceo v. Ardent Mills, LLC	6/20/23	0.3	Gregg Lander	Emails from VR/MH/TK/JP re removal
208894	Arceo v. Ardent Mills, LLC	6/20/23	0.1	Gregg Lander	Email from OPC re Ntx of Removal
208894	Arceo v. Ardent Mills, LLC	6/21/23	0.1	Gregg Lander	Email CD re Joint Report
208894	Arceo v. Ardent Mills, LLC	6/22/23	0.3	Gregg Lander	Email from CD re Scheduling Order
208894	Arceo v. Ardent Mills, LLC	6/22/23	0.1	Gregg Lander	Email from CD re Joint Statement
208894	Arceo v. Ardent Mills, LLC	6/26/23	0.1	Gregg Lander	Emails t/f CD re scheduling order
208894	Arceo v. Ardent Mills, LLC	6/28/23	0.2	Gregg Lander	Emails from MS re 1st client meeting
208894	Arceo v. Ardent Mills, LLC	6/28/23	2.5	Vanessa Ruggles	Format & review shell for mtn to remand; Prepare training materials; Mtn formatting training session
208894	Arceo v. Ardent Mills, LLC	6/28/23	1.1	Gregg Lander	Mtg re remand + Emails t/f VR
208894	Arceo v. Ardent Mills, LLC	6/28/23	0.1	Gregg Lander	Email from MS re client meeting
208894	Arceo v. Ardent Mills, LLC	6/29/23	0.4	Gregg Lander	Prep for / attend 1st client meeting
208894	Arceo v. Ardent Mills, LLC	7/5/23	0.1	Gregg Lander	Email f/t CD re removal/State court CMC
208894	Arceo v. Ardent Mills, LLC	7/6/23	0.2	Gregg Lander	Email to OPC re CMC
208894	Arceo v. Ardent Mills, LLC	7/6/23	0.2	Gregg Lander	Emails from/to CD re CMC
208894	Arceo v. Ardent Mills, LLC	7/7/23	2	Vanessa Ruggles	Review notice of removal; Research; Draft m&c
208894	Arceo v. Ardent Mills, LLC	7/7/23	0.7	Gregg Lander	Email f/t VR/OPC re M&C re M4Remand
208894	Arceo v. Ardent Mills, LLC	7/10/23	0.1	Gregg Lander	Email from TK re P call
208894	Arceo v. Ardent Mills, LLC	7/10/23	0.1	Gregg Lander	Email from OPC re M&C re M4Remand
208894	Arceo v. Ardent Mills, LLC	7/10/23	0.1	Gregg Lander	Email from CD re CMC
208894	Arceo v. Ardent Mills, LLC	7/10/23	0.2	Gregg Lander	Emails f/VR/TK/JP re P decl
208894	Arceo v. Ardent Mills, LLC	7/10/23	4	Vanessa Ruggles	Research and draft motion to remand
208894	Arceo v. Ardent Mills, LLC	7/11/23	0.1	Gregg Lander	Email from CD re Stip re Scheduling Conf
208894	Arceo v. Ardent Mills, LLC	7/11/23	0.1	Gregg Lander	Emails to/f TK / from VR re P call
208894	Arceo v. Ardent Mills, LLC	7/12/23	0.2	Vanessa Ruggles	Correspondence re CMC
208894	Arceo v. Ardent Mills, LLC	7/12/23	0.3	Gregg Lander	Emails f/t CD/JP re CMC + prep
208894	Arceo v. Ardent Mills, LLC	7/12/23	0.1	Gregg Lander	Emails from/to VR/TK re remand/P call
208894	Arceo v. Ardent Mills, LLC	7/12/23	0.8	Jean Power	Prep for CMC
208894	Arceo v. Ardent Mills, LLC	7/12/23	0.4	Gregg Lander	Revise Stip + email CD/OPC re Stip re Scheduling Conf
208894	Arceo v. Ardent Mills, LLC	7/13/23	0.2	Gregg Lander	Emails f/t JP re CMC
208894	Arceo v. Ardent Mills, LLC	7/13/23	0.1	Gregg Lander	Emails f/t TK re P decl
208894	Arceo v. Ardent Mills, LLC	7/13/23	0.7	Jean Power	Attended CMC hearing + f/u w/ GL
208894	Arceo v. Ardent Mills, LLC	7/13/23	0.2	Gregg Lander	Emails f/t VR/JP re P call

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208894	Arceo v. Ardent Mills, LLC	7/13/23	0.3	Gregg Lander	Emails f/t CD re messenger letter + revise
208894	Arceo v. Ardent Mills, LLC	7/13/23	1.8	Gregg Lander	Emails f/t JP/VR/TK re P decl/M4Remand + tcw P + finalize motion
208894	Arceo v. Ardent Mills, LLC	7/14/23	0.3	Gregg Lander	Emails f/t Crt re P's M4Remand + email VR
208894	Arceo v. Ardent Mills, LLC	7/14/23	0.2	Gregg Lander	Email f/t OPC/CD re Stip/Joint Report
208894	Arceo v. Ardent Mills, LLC	7/17/23	0.1	Gregg Lander	Email f/ CD re Scheduling Conf report
208894	Arceo v. Ardent Mills, LLC	7/21/23	0.4	Gregg Lander	Email from Crt re D's Opp + review
208894	Arceo v. Ardent Mills, LLC	7/21/23	1.8	Gregg Lander	Revise Scheduling Conf Report + email CD/OPC
208894	Arceo v. Ardent Mills, LLC	7/24/23	0.1	Gregg Lander	Emails to/f VR re D's Opp
208894	Arceo v. Ardent Mills, LLC	7/24/23	0.2	Gregg Lander	Emails from VR/TK re Remand Reply
208894	Arceo v. Ardent Mills, LLC	7/24/23	0.5	Vanessa Ruggles	Review oppo to mtn to remand
208894	Arceo v. Ardent Mills, LLC	7/25/23	0.1	Gregg Lander	Email from VR re Answer
208894	Arceo v. Ardent Mills, LLC	7/25/23	0.7	Gregg Lander	Emails from TK/VR re M4Remand + mtg
208894	Arceo v. Ardent Mills, LLC	7/25/23	1.7	Vanessa Ruggles	P/C with Taylor re Reply; Research re Reply
208894	Arceo v. Ardent Mills, LLC	7/26/23	2.5	Vanessa Ruggles	Research remand reply; Review Taylors work on reply
208894	Arceo v. Ardent Mills, LLC	7/26/23	0.2	Gregg Lander	Email from TK re Reply sections
208894	Arceo v. Ardent Mills, LLC	7/27/23	0.2	Gregg Lander	Emails f/t VR/TK re Reply
208894	Arceo v. Ardent Mills, LLC	7/27/23	0.7	Gregg Lander	Emails f/t CD/VR/OPC re Joint Report
208894	Arceo v. Ardent Mills, LLC	7/27/23	0.5	Vanessa Ruggles	Review and file Joint Rule 26 Report
208894	Arceo v. Ardent Mills, LLC	7/28/23	8	Vanessa Ruggles	Research and draft Reply re motion to remand; finalize, proof, file
208894	Arceo v. Ardent Mills, LLC	7/28/23	0.1	Gregg Lander	Email from Crt re Reply + review
208894	Arceo v. Ardent Mills, LLC	7/31/23	0.3	Gregg Lander	Emails f/t VR re Reply + review
208894	Arceo v. Ardent Mills, LLC	8/1/23	0.3	Vanessa Ruggles	Correspondence re Ds ex parte; assign research tasks
208894	Arceo v. Ardent Mills, LLC	8/1/23	0.1	Gregg Lander	Email from TK re Reply
208894	Arceo v. Ardent Mills, LLC	8/1/23	0.7	Gregg Lander	Emails f/t VR/TK re Surreply research/ex parte
208894	Arceo v. Ardent Mills, LLC	8/1/23	0.9	Gregg Lander	Emails from TK/VR/Crt re surreply authority
208894	Arceo v. Ardent Mills, LLC	8/1/23	0.3	Vanessa Ruggles	Organize folder; correspondence re redlines
208894	Arceo v. Ardent Mills, LLC	8/1/23	0.1	Gregg Lander	Emails f/t OPC re ex parte
208894	Arceo v. Ardent Mills, LLC	8/1/23	0.3	Gregg Lander	Emails f/t OPC/VR re Surreply
208894	Arceo v. Ardent Mills, LLC	8/2/23	0.2	Gregg Lander	Emails f/t OPC/VR re ex parte
208894	Arceo v. Ardent Mills, LLC	8/2/23	7.3	Vanessa Ruggles	Research and draft oppo to ex parte app
208894	Arceo v. Ardent Mills, LLC	8/2/23	0.8	Gregg Lander	Emails f/t VR/CD re Ex Parte Opp + review/revise
208894	Arceo v. Ardent Mills, LLC	8/2/23	0.1	Gregg Lander	Email from VR re Ex Parte
208894	Arceo v. Ardent Mills, LLC	8/4/23	0.5	Vanessa Ruggles	Review surreply; Correspondence re potential objection
208894	Arceo v. Ardent Mills, LLC	8/4/23	0.9	Gregg Lander	Emails from/to Court/CC/VR/OPC re ex parte/surreply + review
208894	Arceo v. Ardent Mills, LLC	8/7/23	3.2	Vanessa Ruggles	Research and draft obj to surreply
208894	Arceo v. Ardent Mills, LLC	8/7/23	0.5	Gregg Lander	Emails f/t VR/CD re Obj to Surreply
208894	Arceo v. Ardent Mills, LLC	8/8/23	0.1	Gregg Lander	Email from Crt re deficiencies
208894	Arceo v. Ardent Mills, LLC	8/9/23	0.3	Vanessa Ruggles	Review ruling
208894	Arceo v. Ardent Mills, LLC	8/9/23	0.4	Gregg Lander	Emails from Crt/CD/JP/VR re Remand motion granted + review order
208894	Arceo v. Ardent Mills, LLC	8/9/23	0.1	Gregg Lander	Email from Crt re docs transfer
208894	Arceo v. Ardent Mills, LLC	8/10/23	0.1	Gregg Lander	Emails f/t VR re M4Remand
208894	Arceo v. Ardent Mills, LLC	8/11/23	0.3	Gregg Lander	Emails t/f VR re M4Remand ruling
208894	Arceo v. Ardent Mills, LLC	8/11/23	0.2	Vanessa Ruggles	Correspondence re ruling
208894	Arceo v. Ardent Mills, LLC	8/16/23	0.2	Gregg Lander	Email f/t CD re Notice of EM Change
208894	Arceo v. Ardent Mills, LLC	9/11/23	0.1	Gregg Lander	Emails t/f CD re status of CMC
208894	Arceo v. Ardent Mills, LLC	10/9/23	0.1	Gregg Lander	Email CD re state court remand
208894	Arceo v. Ardent Mills, LLC	10/11/23	0.1	Gregg Lander	Email f/t CD re CMC
208894	Arceo v. Ardent Mills, LLC	10/11/23	0.1	Vanessa Ruggles	Review correspondence re remand
208894	Arceo v. Ardent Mills, LLC	11/3/23	0.1	Gregg Lander	Email CD re remand
208894	Arceo v. Ardent Mills, LLC	11/6/23	1	Vanessa Ruggles	Research and correspondence re remand order; state ct jurisdiction
208894	Arceo v. Ardent Mills, LLC	11/6/23	0.2	Gregg Lander	Emails f/t CD/VR re remand
208894	Arceo v. Ardent Mills, LLC	11/10/23	0.2	Gregg Lander	Email CD/VR re notice of remand
208894	Arceo v. Ardent Mills, LLC	11/14/23	0.3	Gregg Lander	Emails from/to CD/MS re Notice of Remand + review/revise
208894	Arceo v. Ardent Mills, LLC	1/18/24	0.2	Gregg Lander	Email from OPC re mediation
208894	Arceo v. Ardent Mills, LLC	1/19/24	0.1	Gregg Lander	Email from ED re mediation
208894	Arceo v. Ardent Mills, LLC	1/21/24	0.1	Gregg Lander	Email OPC re mediation
208894	Arceo v. Ardent Mills, LLC	1/21/24	0.5	Gregg Lander	Email CD/LT re mediators, etc. + research
208894	Arceo v. Ardent Mills, LLC	1/21/24	0.3	Vanessa Ruggles	Review correspondence and draft proposed response
208894	Arceo v. Ardent Mills, LLC	1/21/24	0.1	Gregg Lander	Email from VR re mediation request
208894	Arceo v. Ardent Mills, LLC	1/22/24	0.3	Gregg Lander	Email from TK re mediators + research
208894	Arceo v. Ardent Mills, LLC	1/22/24	0.6	Taylor Keaster	Research and analyze proposed mediators, Marc Feder and John Adler
208894	Arceo v. Ardent Mills, LLC	1/22/24	0.1	Gregg Lander	Email from CD re mediator dates
208894	Arceo v. Ardent Mills, LLC	1/23/24	0.6	Gregg Lander	Emails f/t CD/OPC re mediators/mediation
208894	Arceo v. Ardent Mills, LLC	1/23/24	0.1	Gregg Lander	Emails from/to CD re mediator dates
208894	Arceo v. Ardent Mills, LLC	1/29/24	0.1	Gregg Lander	Email f/t OPC re mediation
208894	Arceo v. Ardent Mills, LLC	2/3/24	0.1	Gregg Lander	Email OPC re mediation dates
208894	Arceo v. Ardent Mills, LLC	2/5/24	0.2	Gregg Lander	Emails f/t OPC re mediation dates
208894	Arceo v. Ardent Mills, LLC	2/6/24	0.2	Gregg Lander	Emails f/t OPC/CD/JL/Med re med dates
208894	Arceo v. Ardent Mills, LLC	2/7/24	0.1	Gregg Lander	Emails from JG/JL re conflict check
208894	Arceo v. Ardent Mills, LLC	2/7/24	0.1	Gregg Lander	Email from JL re conflict check
208894	Arceo v. Ardent Mills, LLC	2/7/24	0.1	Gregg Lander	Email from JL re mediation
208894	Arceo v. Ardent Mills, LLC	2/7/24	0.1	Gregg Lander	Emails f/t OPC/Med re new date
208894	Arceo v. Ardent Mills, LLC	2/8/24	0.1	Gregg Lander	Email from MS re mediation notice
208894	Arceo v. Ardent Mills, LLC	2/8/24	0.1	Gregg Lander	Email from JM re mediation tasks
208894	Arceo v. Ardent Mills, LLC	2/9/24	0.1	Gregg Lander	Email from JM re med docs
208894	Arceo v. Ardent Mills, LLC	2/14/24	0.1	Gregg Lander	Emails from JL/VR re mediation data request/privacy notice
208894	Arceo v. Ardent Mills, LLC	2/15/24	0.4	Gregg Lander	Email from VR re privacy notice and mediation data request redlines + review
208894	Arceo v. Ardent Mills, LLC	2/18/24	0.8	Gregg Lander	Emails to VR/JL/OPC re mediation data request and privacy notice + revise
208894	Arceo v. Ardent Mills, LLC	2/20/24	0.1	Gregg Lander	Email from JL re mediation form

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208894	Arceo v. Ardent Mills, LLC	2/21/24	0.1	Gregg Lander	Email from OPC re mediation request
208894	Arceo v. Ardent Mills, LLC	2/28/24	0.1	Gregg Lander	Email to OPC re mediation data
208894	Arceo v. Ardent Mills, LLC	3/13/24	0.1	Gregg Lander	Email OPC re mediation data/privacy notice
208894	Arceo v. Ardent Mills, LLC	3/13/24	0.1	Vanessa Ruggles	Correspondence mediation data
208894	Arceo v. Ardent Mills, LLC	3/21/24	0.1	Gregg Lander	Emails f/t OPC/VR re conf re mediation
208894	Arceo v. Ardent Mills, LLC	3/27/24	0.2	Gregg Lander	Emails f/t OPC/VR re mediation data
208894	Arceo v. Ardent Mills, LLC	3/27/24	0.5	Vanessa Ruggles	P/C with OPC re mediation data; Correspondence re same
208894	Arceo v. Ardent Mills, LLC	3/29/24	0.1	Gregg Lander	Emails from Crt/VR re transmittal letter
208894	Arceo v. Ardent Mills, LLC	4/1/24	0.1	Gregg Lander	Emails f/t CD/OPC re Complex CMC/Report
208894	Arceo v. Ardent Mills, LLC	4/1/24	1.2	Gregg Lander	Emails f/t CD/OPC re Joint Statement + revise
208894	Arceo v. Ardent Mills, LLC	4/2/24	0.5	Gregg Lander	Emails f/t OPC/CD re Joint Statement + review/revise
208894	Arceo v. Ardent Mills, LLC	4/3/24	0.1	Gregg Lander	Emails f/t CD re CMC link
208894	Arceo v. Ardent Mills, LLC	4/3/24	0.8	Gregg Lander	Prep for CMC
208894	Arceo v. Ardent Mills, LLC	4/4/24	0.3	Gregg Lander	Attend CMC + emails re results
208894	Arceo v. Ardent Mills, LLC	4/4/24	0.3	Taylor Keaster	Prepare for 4/4/24 Case Management Conference with GL
208894	Arceo v. Ardent Mills, LLC	4/4/24	0.1	Vanessa Ruggles	Correspondence re CMC
208894	Arceo v. Ardent Mills, LLC	7/29/24	0.1	Gregg Lander	Emails from/to OPC/JL re mediation docs
208894	Arceo v. Ardent Mills, LLC	7/29/24	0.2	Gregg Lander	Emails f/t OPC/VR re mediation data
208894	Arceo v. Ardent Mills, LLC	8/7/24	0.1	Gregg Lander	Email OPC re mediation data
208894	Arceo v. Ardent Mills, LLC	8/7/24	0.1	Vanessa Ruggles	Corresp re mediation data
208894	Arceo v. Ardent Mills, LLC	8/9/24	0.1	Gregg Lander	Emails from Med/CD re fees
208894	Arceo v. Ardent Mills, LLC	8/12/24	0.1	Gregg Lander	Emails t/f OPC re mediation data
208894	Arceo v. Ardent Mills, LLC	8/13/24	0.1	Gregg Lander	Email from JL re JG mediation letter + review
208894	Arceo v. Ardent Mills, LLC	8/16/24	0.6	Vanessa Ruggles	Corresp re mediation data; review mediation data produced
208894	Arceo v. Ardent Mills, LLC	8/16/24	0.2	Gregg Lander	Emails f/t JL/OPC re mediation data
208894	Arceo v. Ardent Mills, LLC	8/16/24	0.5	Vanessa Ruggles	Corresp re mediation data analysis; Review and revise letter to expert
208894	Arceo v. Ardent Mills, LLC	8/19/24	0.1	Gregg Lander	Email f/t CD re mediation fee
208894	Arceo v. Ardent Mills, LLC	8/20/24	0.1	Gregg Lander	Emails from CD/DLaw re mediation payment
208894	Arceo v. Ardent Mills, LLC	8/20/24	0.7	Gregg Lander	Emails f/t OPC/JL/VR re mediation data + review
208894	Arceo v. Ardent Mills, LLC	8/21/24	0.1	Gregg Lander	Email from JL re mediation brief
208894	Arceo v. Ardent Mills, LLC	8/21/24	0.3	Gregg Lander	Emails f/ JG/JL re mediation analysis + initial review
208894	Arceo v. Ardent Mills, LLC	8/23/24	0.2	Gregg Lander	Email to OPC re mediation docs
208894	Arceo v. Ardent Mills, LLC	8/25/24	0.1	Gregg Lander	Email from OPC re mediation data
208894	Arceo v. Ardent Mills, LLC	8/25/24	0.1	Gregg Lander	Email from OPC re doc production
208894	Arceo v. Ardent Mills, LLC	8/26/24	0.1	Gregg Lander	Emails f/t VR re policies
208894	Arceo v. Ardent Mills, LLC	8/26/24	0.3	Gregg Lander	Emails f/t VR/JL re policy production
208894	Arceo v. Ardent Mills, LLC	8/27/24	0.3	Guido Toscano	Mediation preparation
208894	Arceo v. Ardent Mills, LLC	8/27/24	0.3	Guido Toscano	Mediation preparation
208894	Arceo v. Ardent Mills, LLC	8/27/24	0.1	Vanessa Ruggles	Corresp re mediation data
208894	Arceo v. Ardent Mills, LLC	8/28/24	0.1	Gregg Lander	Email from JM re mediation brief
208894	Arceo v. Ardent Mills, LLC	8/29/24	0.5	Guido Toscano	Work on mediation preparation and worksheet
208894	Arceo v. Ardent Mills, LLC	8/29/24	0.2	Gregg Lander	Emails t/f OPC re waivers/pay codes
208894	Arceo v. Ardent Mills, LLC	8/29/24	0.5	Guido Toscano	Work on mediation preparation and worksheet
208894	Arceo v. Ardent Mills, LLC	8/30/24	0.1	Gregg Lander	Email from JL re mediation brief
208894	Arceo v. Ardent Mills, LLC	8/30/24	0.2	Gregg Lander	Email from GT re mediation
208894	Arceo v. Ardent Mills, LLC	8/30/24	0.6	Guido Toscano	Prepare for and call P regarding mediation, work on mediation prep worksheet
208894	Arceo v. Ardent Mills, LLC	8/30/24	0.6	Guido Toscano	Prepare for and call P regarding mediation, work on mediation prep worksheet
208894	Arceo v. Ardent Mills, LLC	9/3/24	0.6	Gregg Lander	Emails from VR/Serratore re Mediation Brief + review
208894	Arceo v. Ardent Mills, LLC	9/3/24	0.2	Gregg Lander	Emails from VR/JG re analysis
208894	Arceo v. Ardent Mills, LLC	9/3/24	5	Vanessa Ruggles	Review mediation docs; research and draft mediation brief
208894	Arceo v. Ardent Mills, LLC	9/3/24	2.5	Guido Toscano	Prepare for mediation; emails with VR/GL re: same; work on mediation brief and pre-mediation analysis and checklist
208894	Arceo v. Ardent Mills, LLC	9/3/24	2.5	Guido Toscano	Continue mediation preparation and work on pre-mediation analysis and checklist
208894	Arceo v. Ardent Mills, LLC	9/3/24	2.5	Guido Toscano	Continue mediation preparation and work on pre-mediation analysis and checklist
208894	Arceo v. Ardent Mills, LLC	9/3/24	2.5	Guido Toscano	Prepare for mediation; emails with VR/GL re: same; work on mediation brief and pre-mediation analysis and checklist
208894	Arceo v. Ardent Mills, LLC	9/3/24	0.1	Gregg Lander	Emails from MS/GT/VR re mediation meeting
208894	Arceo v. Ardent Mills, LLC	9/3/24	0.6	Vanessa Ruggles	Review expert analysis; Corresp with expert
208894	Arceo v. Ardent Mills, LLC	9/4/24	0.3	Gregg Lander	Email from GT re mediation analysis + review
208894	Arceo v. Ardent Mills, LLC	9/4/24	0.3	Vanessa Ruggles	Corresp re mediation prep
208894	Arceo v. Ardent Mills, LLC	9/4/24	0.1	Gregg Lander	Email GT re email ccs
208894	Arceo v. Ardent Mills, LLC	9/4/24	0.2	Gregg Lander	Email from JL re MOU + review
208894	Arceo v. Ardent Mills, LLC	9/4/24	0.1	Gregg Lander	Emails f/t MS re premediation meeting
208894	Arceo v. Ardent Mills, LLC	9/4/24	0.2	Gregg Lander	Emails from JL/TPAs re admin estimates + review
208894	Arceo v. Ardent Mills, LLC	9/4/24	0.1	Gregg Lander	Emails from GT/VR re mediation brief
208894	Arceo v. Ardent Mills, LLC	9/4/24	0.1	Gregg Lander	Emails from VR/JL re mediation brief
208894	Arceo v. Ardent Mills, LLC	9/5/24	1.5	Guido Toscano	Prepare for mediation and videoconference with VR/GL re: same; meet with TK re: same
208894	Arceo v. Ardent Mills, LLC	9/5/24	1.5	Guido Toscano	Prepare for mediation and videoconference with VR/GL re: same; meet with TK re: same
208894	Arceo v. Ardent Mills, LLC	9/5/24	0.2	Gregg Lander	Emails f/ JL/TPAs re admin estimates + review
208894	Arceo v. Ardent Mills, LLC	9/6/24	1.1	Gregg Lander	Prep for / attend pre-mediation meeting + emails from GT
208894	Arceo v. Ardent Mills, LLC	9/6/24	1	Vanessa Ruggles	Prep for and atty mtg re mediation
208894	Arceo v. Ardent Mills, LLC	9/6/24	0.1	Gregg Lander	Emails f/t Med/VR re attendance
208894	Arceo v. Ardent Mills, LLC	9/6/24	0.1	Gregg Lander	Email from GT re P mediation qs
208894	Arceo v. Ardent Mills, LLC	9/9/24	0.1	Gregg Lander	Emails f/t VR/JL re mediation link

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208894	Arceo v. Ardent Mills, LLC	9/9/24	0.3	Vanessa Ruggles	Corresp re mediation prep
208894	Arceo v. Ardent Mills, LLC	9/9/24	0.1	Gregg Lander	Email from GT re P authority
208894	Arceo v. Ardent Mills, LLC	9/9/24	0.2	Gregg Lander	Emails from/to VR/MS/JL/Med re mediation link
208894	Arceo v. Ardent Mills, LLC	9/9/24	0.1	Gregg Lander	Emails from EB/JL re Rust estimate + review
208894	Arceo v. Ardent Mills, LLC	9/9/24	0.1	Gregg Lander	Emails f/t Med re conf agt
208894	Arceo v. Ardent Mills, LLC	9/10/24	9	Guido Toscano	Attend mediation
208894	Arceo v. Ardent Mills, LLC	9/10/24	9	Guido Toscano	Attend mediation
208894	Arceo v. Ardent Mills, LLC	9/10/24	11.8	Gregg Lander	Prep for / attend Mediation
208894	Arceo v. Ardent Mills, LLC	9/10/24	9.2	Vanessa Ruggles	Mediation
208894	Arceo v. Ardent Mills, LLC	9/12/24	0.2	Vanessa Ruggles	Review mediators proposal; Corresp re same
208894	Arceo v. Ardent Mills, LLC	9/12/24	0.3	Gregg Lander	Emails t/f VR/GT re mediator's proposal
208894	Arceo v. Ardent Mills, LLC	9/12/24	0.1	Gregg Lander	Email from GT re mediator's proposal
208894	Arceo v. Ardent Mills, LLC	9/13/24	0.2	Gregg Lander	Emails f/t SS/LT/GT/DLaw re settlement
208894	Arceo v. Ardent Mills, LLC	9/13/24	0.5	Vanessa Ruggles	Corresp re settlement
208894	Arceo v. Ardent Mills, LLC	9/19/24	0.4	Gregg Lander	Emails from OPC/VR/GT re MOU + review
208894	Arceo v. Ardent Mills, LLC	9/20/24	1.5	Guido Toscano	Work on MOU and email VR re: same
208894	Arceo v. Ardent Mills, LLC	9/20/24	0.1	Gregg Lander	Email from GT re MOU changes
208894	Arceo v. Ardent Mills, LLC	9/20/24	1.5	Guido Toscano	Work on MOU and email VR re: same
208894	Arceo v. Ardent Mills, LLC	9/23/24	1	Vanessa Ruggles	Review and revise MOU
208894	Arceo v. Ardent Mills, LLC	9/23/24	0.1	Gregg Lander	Email from VR re MOU
208894	Arceo v. Ardent Mills, LLC	9/23/24	0.2	Gregg Lander	Review MOU rls + email from VR re MOU
208894	Arceo v. Ardent Mills, LLC	9/24/24	0.1	Gregg Lander	Emails f/t CD re Berger invoice + review
208894	Arceo v. Ardent Mills, LLC	9/24/24	0.1	Vanessa Ruggles	Corresp re mediation fee
208894	Arceo v. Ardent Mills, LLC	10/2/24	0.1	Vanessa Ruggles	Corresp re MOU
208894	Arceo v. Ardent Mills, LLC	10/2/24	0.1	Gregg Lander	Email from VR re MOU
208894	Arceo v. Ardent Mills, LLC	10/7/24	0.2	Gregg Lander	Email from OPC re MOU revisions + review
208894	Arceo v. Ardent Mills, LLC	10/8/24	0.2	Gregg Lander	Emails from VR/TK re MOU Rls + review
208894	Arceo v. Ardent Mills, LLC	10/8/24	0.3	Taylor Keaster	Review and analyze changes made to MOU and run compare/redline
208894	Arceo v. Ardent Mills, LLC	10/11/24	0.2	Gregg Lander	Emails f/t VR re MOU redlines
208894	Arceo v. Ardent Mills, LLC	10/16/24	0.1	Gregg Lander	Emails from OPC/VR re MOU
208894	Arceo v. Ardent Mills, LLC	10/18/24	0.5	Vanessa Ruggles	P/C with OPC re MOU
208894	Arceo v. Ardent Mills, LLC	10/18/24	0.6	Vanessa Ruggles	P/C w OPC re MOU; F/u review of correspondence re workweek cert
208894	Arceo v. Ardent Mills, LLC	10/23/24	0.3	Vanessa Ruggles	P/C w mediator re settlement
208894	Arceo v. Ardent Mills, LLC	10/28/24	0.4	Vanessa Ruggles	Review D changes to MOU; Corresp re same
208894	Arceo v. Ardent Mills, LLC	10/28/24	0.1	Gregg Lander	Email from VR re MOU execution
208894	Arceo v. Ardent Mills, LLC	10/31/24	0.1	Vanessa Ruggles	Corresp re client signature
208894	Arceo v. Ardent Mills, LLC	10/31/24	0.1	Gregg Lander	Email from VR re MOU
208894	Arceo v. Ardent Mills, LLC	10/31/24	0.1	Gregg Lander	Emails from VR/CD re MOU sig
208894	Arceo v. Ardent Mills, LLC	11/4/24	0.1	Gregg Lander	Email from JL re settlment docs
208894	Arceo v. Ardent Mills, LLC	11/4/24	0.3	Vanessa Ruggles	Complete settlement summary
208894	Arceo v. Ardent Mills, LLC	11/5/24	0.1	Gregg Lander	Email from CD re signed MOU
208894	Arceo v. Ardent Mills, LLC	11/5/24	0.2	Vanessa Ruggles	Corresp re settlement docs
208894	Arceo v. Ardent Mills, LLC	11/6/24	0.1	Gregg Lander	Email from VR re LWDA
208894	Arceo v. Ardent Mills, LLC	11/6/24	0.4	Vanessa Ruggles	Revise settlement breakdown
208894	Arceo v. Ardent Mills, LLC	11/6/24	0.1	Gregg Lander	Email from MS re MOU executed
208894	Arceo v. Ardent Mills, LLC	11/6/24	0.1	Vanessa Ruggles	Corresp re MOU
208894	Arceo v. Ardent Mills, LLC	11/7/24	0.1	Gregg Lander	Email from JM re settlement docs
208894	Arceo v. Ardent Mills, LLC	11/8/24	0.1	Gregg Lander	Email from JL re amended LWDA
208894	Arceo v. Ardent Mills, LLC	11/8/24	0.2	Vanessa Ruggles	Corresp re LWDA letter
208894	Arceo v. Ardent Mills, LLC	11/11/24	0.1	Gregg Lander	Email from VR re MOU
208894	Arceo v. Ardent Mills, LLC	11/12/24	0.1	Gregg Lander	Email from VR re amended LWDA
208894	Arceo v. Ardent Mills, LLC	11/12/24	0.5	Vanessa Ruggles	Review and revise LWDA letter
208894	Arceo v. Ardent Mills, LLC	11/13/24	0.1	Gregg Lander	Emails from CD/MS re LWDA
208894	Arceo v. Ardent Mills, LLC	11/13/24	0.3	Gregg Lander	Review/revise amended LWDA + email CD
208894	Arceo v. Ardent Mills, LLC	11/14/24	0.1	Gregg Lander	Emails from MS/CD re mail serve
208894	Arceo v. Ardent Mills, LLC	11/19/24	0.3	Vanessa Ruggles	Track down signed MOU; corresp re same
208894	Arceo v. Ardent Mills, LLC	11/19/24	0.1	Gregg Lander	Email from VR re new signatures
208894	Arceo v. Ardent Mills, LLC	11/20/24	0.1	Gregg Lander	Email from CD re Stip re CMC
208894	Arceo v. Ardent Mills, LLC	11/20/24	0.1	Gregg Lander	Emails from VR/CD re MOU
208894	Arceo v. Ardent Mills, LLC	11/20/24	0.2	Vanessa Ruggles	Corresp re amended MOU
208894	Arceo v. Ardent Mills, LLC	11/21/24	0.1	Gregg Lander	Emails from MS/VR/CD re MOU signatures
208894	Arceo v. Ardent Mills, LLC	11/21/24	0.2	Vanessa Ruggles	Corresp re MOU
208894	Arceo v. Ardent Mills, LLC	11/25/24	0.1	Gregg Lander	Emails from MS/VR re MOU signed
208894	Arceo v. Ardent Mills, LLC	11/25/24	3	Vanessa Ruggles	Review and revise settlement agreement
208894	Arceo v. Ardent Mills, LLC	11/25/24	0.1	Gregg Lander	Emails from VR/CD re amended LWDA
208894	Arceo v. Ardent Mills, LLC	11/25/24	0.2	Vanessa Ruggles	Corresp re amended MOU
208894	Arceo v. Ardent Mills, LLC	11/26/24	0.4	Gregg Lander	Emails f/t VR re settlement agt + review/revise
208894	Arceo v. Ardent Mills, LLC	11/26/24	5	Vanessa Ruggles	Revise settlement agreement; f/u corresp
208894	Arceo v. Ardent Mills, LLC	11/26/24	0.1	Gregg Lander	Emails f/t JL re revised doc
208894	Arceo v. Ardent Mills, LLC	11/27/24	0.2	Gregg Lander	Email CD re Stip + revise
208894	Arceo v. Ardent Mills, LLC	12/2/24	0.2	Gregg Lander	Emails from/to OPC re Stip re TSC
208894	Arceo v. Ardent Mills, LLC	12/2/24	0.1	Gregg Lander	Email from CD re Stip re TSC
208894	Arceo v. Ardent Mills, LLC	12/3/24	0.1	Gregg Lander	Emails from CD/OPC re TSC Stip
208894	Arceo v. Ardent Mills, LLC	12/4/24	0.1	Gregg Lander	Email from CD re POS
208894	Arceo v. Ardent Mills, LLC	12/5/24	2	Vanessa Ruggles	Review and revise class notice and SA
208894	Arceo v. Ardent Mills, LLC	12/5/24	0.1	Gregg Lander	Email from VR re Class Notice
208894	Arceo v. Ardent Mills, LLC	12/5/24	0.2	Vanessa Ruggles	Corresp re settlement docs
208894	Arceo v. Ardent Mills, LLC	12/9/24	0.1	Gregg Lander	Email from/to CD re TSC
208894	Arceo v. Ardent Mills, LLC	12/10/24	0.1	Gregg Lander	Email from OPC re POS
208894	Arceo v. Ardent Mills, LLC	12/16/24	0.3	Vanessa Ruggles	Corresp re class notice

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208894	Arceo v. Ardent Mills, LLC	12/26/24	0.1	Vanessa Ruggles	Corresp re settlement timeline
208894	Arceo v. Ardent Mills, LLC	12/26/24	0.1	Gregg Lander	Emails t/f VR re status of settlement
208894	Arceo v. Ardent Mills, LLC	12/27/24	0.1	Vanessa Ruggles	Corresp re settlement docs
208894	Arceo v. Ardent Mills, LLC	1/2/25	0.4	Gregg Lander	Email from VR re settlement docs + review RLs
208894	Arceo v. Ardent Mills, LLC	1/2/25	1	Vanessa Ruggles	Review and revise settlement agreement, class notice, proposed order
208894	Arceo v. Ardent Mills, LLC	1/9/25	0.1	Vanessa Ruggles	Corresp re SAC
208894	Arceo v. Ardent Mills, LLC	1/9/25	0.1	Gregg Lander	Email from JL re SAC
208894	Arceo v. Ardent Mills, LLC	1/15/25	0.2	Vanessa Ruggles	Finalize settlement docs
208894	Arceo v. Ardent Mills, LLC	1/15/25	0.1	Gregg Lander	Email from JEL re SAC
208894	Arceo v. Ardent Mills, LLC	1/15/25	0.1	Gregg Lander	Email from JL re SAC/Stip
208894	Arceo v. Ardent Mills, LLC	1/17/25	0.2	Guido Toscano	Emails re SAC and stip
208894	Arceo v. Ardent Mills, LLC	1/17/25	0.2	Vanessa Ruggles	Review stip; Corresp re same
208894	Arceo v. Ardent Mills, LLC	1/17/25	0.2	Guido Toscano	Emails re SAC and stip
208894	Arceo v. Ardent Mills, LLC	1/17/25	0.4	Gregg Lander	Emails f/t JL/GT/VR re SAC/Stip + review/revise
208894	Arceo v. Ardent Mills, LLC	1/21/25	0.1	Vanessa Ruggles	Corresp re stip and amended complaint
208894	Arceo v. Ardent Mills, LLC	1/23/25	0.1	Vanessa Ruggles	Corresp re settlement docs
208894	Arceo v. Ardent Mills, LLC	1/24/25	0.1	Gregg Lander	Emails from VR/CD re Stip re FAC
208894	Arceo v. Ardent Mills, LLC	1/24/25	0.2	Vanessa Ruggles	Revise stip; corresp re filing stip
208894	Arceo v. Ardent Mills, LLC	1/30/25	0.1	Gregg Lander	Email from CD re document
208894	Arceo v. Ardent Mills, LLC	2/3/25	0.1	Gregg Lander	Email from MS re settlement agt signed
208894	Arceo v. Ardent Mills, LLC	2/4/25	0.1	Gregg Lander	Email from CD re Stip re SAC
208894	Arceo v. Ardent Mills, LLC	2/5/25	0.1	Vanessa Ruggles	Corresp re settlement docs
208894	Arceo v. Ardent Mills, LLC	2/5/25	0.1	Gregg Lander	Emails t/f CD re PAH
208894	Arceo v. Ardent Mills, LLC	2/7/25	0.1	Gregg Lander	Emails from JL/VR re settlement docs
208894	Arceo v. Ardent Mills, LLC	2/7/25	0.1	Vanessa Ruggles	Corresp re settlement docs
208894	Arceo v. Ardent Mills, LLC	2/10/25	0.1	Vanessa Ruggles	Corresp re settlement docs
208894	Arceo v. Ardent Mills, LLC	2/13/25	0.1	Gregg Lander	Email from JL re PAD
208894	Arceo v. Ardent Mills, LLC	2/18/25	0.1	Gregg Lander	Email from OPC re Answer to SAC
208894	Arceo v. Ardent Mills, LLC	2/24/25	0.3	Gregg Lander	Email from JL re PAD + review
208894	Arceo v. Ardent Mills, LLC	3/3/25	0.1	Gregg Lander	Email from JL re PAD
208894	Arceo v. Ardent Mills, LLC	3/3/25	0.2	Vanessa Ruggles	Corresp re prelim approval docs
208894	Arceo v. Ardent Mills, LLC	3/3/25	0.1	Gregg Lander	Email from JL re Rust decl
208894	Arceo v. Ardent Mills, LLC	3/4/25	1.1	Guido Toscano	Review and work on PAH docs and declarations
208894	Arceo v. Ardent Mills, LLC	3/4/25	0.1	Gregg Lander	Email from GT re PAD
208894	Arceo v. Ardent Mills, LLC	3/4/25	1.1	Guido Toscano	Review and work on PAH docs and declarations
208894	Arceo v. Ardent Mills, LLC	3/4/25	0.2	Gregg Lander	Emails from EB/JL/VR re decl + review
208894	Arceo v. Ardent Mills, LLC	3/7/25	0.2	Vanessa Ruggles	Corresp re PAH
208894	Arceo v. Ardent Mills, LLC	3/11/25	0.5	Gregg Lander	Emails f/t VR/CD/GT re PAD/hearing dates + review/revise
208894	Arceo v. Ardent Mills, LLC	3/17/25	0.1	Gregg Lander	Emails from/to GT/JL re PAD
208894	Arceo v. Ardent Mills, LLC	3/17/25	0.2	Gregg Lander	Email f/t CD re stip re TSC + review/revise
208894	Arceo v. Ardent Mills, LLC	3/17/25	0.2	Gregg Lander	Email from/to CD re PAD/TSC
208894	Arceo v. Ardent Mills, LLC	3/18/25	0.1	Gregg Lander	Emails from CD/OPC re TSC Stip
208894	Arceo v. Ardent Mills, LLC	3/19/25	0.1	Gregg Lander	Email from CD re Stmtnt
208894	Arceo v. Ardent Mills, LLC	3/20/25	0.1	Gregg Lander	Email from CD re Stip
208894	Arceo v. Ardent Mills, LLC	3/20/25	0.1	Gregg Lander	Emails from JL/CD re PAD
208894	Arceo v. Ardent Mills, LLC	3/26/25	0.1	Gregg Lander	Emails from/to CD re signed order
208894	Arceo v. Ardent Mills, LLC	5/29/25	0.1	Gregg Lander	Email from CD re new team
208894	Arceo v. Ardent Mills, LLC	6/17/25	0.1	Gregg Lander	Emails f/t CD/MM re PAH M&C
208894	Arceo v. Ardent Mills, LLC	6/17/25	0.4	Marta Manus	Research dept 26 procedures re: MPA
208894	Arceo v. Ardent Mills, LLC	6/17/25	0.1	Marta Manus	Confer with JM re: dept. 26 procedures
208894	Arceo v. Ardent Mills, LLC	6/17/25	0.1	Marta Manus	Correspondence with GL and litigation team re: status
208894	Arceo v. Ardent Mills, LLC	6/17/25	0.1	Vanessa Ruggles	Corresp re PA hrg
208894	Arceo v. Ardent Mills, LLC	6/30/25	1.5	Marta Manus	Review motion for preliminary approval docs for hearing
208894	Arceo v. Ardent Mills, LLC	6/30/25	0.1	Marta Manus	Confer with EG re costs
208894	Arceo v. Ardent Mills, LLC	6/30/25	0.3	Marta Manus	Check court website for tentative ruling
208894	Arceo v. Ardent Mills, LLC	7/1/25	0.6	Marta Manus	Review preliminary approval documents for hearing
208894	Arceo v. Ardent Mills, LLC	7/1/25	2	Marta Manus	Hearing on motion for preliminary approval
208894	Arceo v. Ardent Mills, LLC	7/1/25	0.1	Marta Manus	Email GL and EK re: hearing on preliminary approval
208894	Arceo v. Ardent Mills, LLC	7/1/25	0.1	Marta Manus	Confer with EG re: notice of ruling
208894	Arceo v. Ardent Mills, LLC	7/1/25	0.1	Marta Manus	Review notice of ruling
208894	Arceo v. Ardent Mills, LLC	7/7/25	0.1	Marta Manus	Confer with JM re: preliminary approval order
208894	Arceo v. Ardent Mills, LLC	7/7/25	0.1	Marta Manus	Email CR re: contact at Rust. Consulting
208894	Arceo v. Ardent Mills, LLC	7/7/25	0.2	Marta Manus	Email Rust Consulting re: preliminary approval docs
208894	Arceo v. Ardent Mills, LLC	7/9/25	0.1	Marta Manus	Email Rust Consulting re: settlement breakdown
208894	Arceo v. Ardent Mills, LLC	7/9/25	0.1	Marta Manus	Review settlement agreement deadlines and allocations
208894	Arceo v. Ardent Mills, LLC	7/18/25	0.1	Vanessa Ruggles	Corresp re settlement administrator
208894	Arceo v. Ardent Mills, LLC	7/18/25	0.2	Marta Manus	Review class notice and email Rust
208894	Arceo v. Ardent Mills, LLC	7/24/25	0.1	Marta Manus	Email Rust Consulting
208894	Arceo v. Ardent Mills, LLC	8/19/25	0.1	Marta Manus	Review emails from Rust Consulting re: status
208894	Arceo v. Ardent Mills, LLC	9/4/25	0.1	Marta Manus	Confer with GL re: case deadlines
208894	Arceo v. Ardent Mills, LLC	9/17/25	0.4	Marta Manus	Draft revised declaration of Rust Consulting
208894	Arceo v. Ardent Mills, LLC	9/17/25	0.1	Marta Manus	Email Rust Consulting re: declaration
208894	Arceo v. Ardent Mills, LLC	9/18/25	0.1	Marta Manus	Email Rust re: declaration ISO FA
208894	Arceo v. Ardent Mills, LLC	9/18/25	5.5	Marta Manus	Draft final approval motion/fees motion
208894	Arceo v. Ardent Mills, LLC	9/19/25	5.5	Marta Manus	Draft FA and fees motion and supporting declaration

EXHIBIT 2

Arceo v. Ardent Mills, LLC Litigation Costs
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Service Date	Details	Provider	Amount
1/14/23	Mail/Postage Services	USPS	\$ 1.10
1/14/23	Mail/Postage Services	USPS	\$ 1.10
3/3/23	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 1,550.15
3/3/23	LWDA- PAGA Claim Notice Fee	LWDA	\$ 75.00
5/6/23	Mail/Postage Services	USPS	\$ 4.75
5/16/23	Imported from Clio - Courtesy Copy Delivery	Janey & Janey	\$ 35.00
5/16/23	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 1.05
5/16/23	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 2.10
5/16/23	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 70.00
5/26/23	Imported from Clio - Misc Court Fee	Apex Legal Services	\$ 112.00
8/7/23	Imported from Clio - Misc Court Fee	Apex Legal Services	\$ 112.00
8/16/23	Mail/Postage Services	USPS	\$ 0.63
8/17/23	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 0.75
8/17/23	Mail/Postage Services	USPS	\$ 0.63
8/17/23	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 40.00
8/17/23	Imported from Clio - Courtesy Copy Delivery	Janey & Janey	\$ 25.00
8/17/23	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 1.20
8/18/23	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 0.75
8/18/23	Imported from Clio - Courtesy Copy Delivery	Janey & Janey	\$ 25.00
8/21/23	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 40.00
8/21/23	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 1.20
11/14/23	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 40.00
11/14/23	Imported from Clio - Courtesy Copy Delivery	Janey & Janey	\$ 25.00
11/14/23	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 0.75
11/14/23	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 1.20
4/2/24	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 110.00
4/2/24	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 3.30
8/20/24	Serratore Law MediationServices	Mediation	\$ 14,000.00
9/24/24	Berger Consulting Group- Expert Fees- Ref# 10890	Expert Mediation Analysis	\$ 4,050.00
11/13/24	Mail/Postage Services	USPS	\$ 5.84
11/13/24	Mail/Postage Services	USPS	\$ 5.84
12/4/24	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 40.00
12/4/24	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 1.80
12/4/24	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 0.75
12/4/24	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 20.00
12/4/24	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 25.00
1/27/25	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 2.15
1/27/25	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 1.50
1/27/25	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 70.00
1/27/25	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 32.00
1/27/25	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 3.66
1/27/25	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 20.00
1/27/25	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 70.00
3/19/25	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 20.00
3/19/25	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 1.80
3/19/25	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 40.00
3/19/25	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 20.00
3/20/25	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 60.00
3/20/25	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 21.50
3/20/25	Imported from Clio - Misc Court Fee	Janey & Janey	\$ 85.00
3/20/25	Imported from Clio - Payment Processing fee	Janey & Janey	\$ 5.00
6/24/25	Conformed Copies to Notice of Change of Address	Rapid Legal	\$ 17.53
6/26/25	Conformed Copies to Notice of Remote Appearance	Rapid Legal	\$ 17.53
7/1/25	Imported from Clio - Misc Court Fee	Superior Court of California	\$ 3.00
7/10/25	Notice of Order Granting Preliminary Approval	Rapid Legal	\$ 17.53
FUTURE	Motion for PAGA Approval of Settlement	Rapid Legal	\$ 85.00
FUTURE	Decl of Class Admin re Final Distribution	Rapid Legal	\$ 18.00
FUTURE	Nte of Entry of Final Order & Judgment	Rapid Legal	\$ 18.00

Total	\$ 21,058.09
--------------	---------------------

EXHIBIT 3

1 (248) 3525-9283. I am over twenty-one years of age and am authorized to make this declaration
2 on behalf of Rust and myself.

3 2. Rust has extensive experience in class action matters, having provided services in
4 class action settlements involving antitrust, securities fraud, property damage, employment
5 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
6 have provided notification and/or claims administration services in more than 8,500 cases. Of
7 these, over 4,000 were Labor & Employment cases.

8 3. Rust was engaged by Counsel for the Plaintiffs and Counsel for the Defendants
9 (collectively the "Parties") to provide notification services in the *Jose Arceo v. Ardent Mills, LLC*.
10 Duties included: a) preparing, printing and mailing of the *Notice of Class Action Settlement*
11 ("Class Notice"); b) tracking of exclusions, objections and disputes; c) drafting and mailing
12 Settlement Award checks; d) set up and post Settlement documents on a publicly available
13 website; and e) for such other tasks as the Parties mutually agree or the Court orders Rust to
14 perform.

15 4. Rust obtained a mailing address of Arceo v Ardent Mills, Inc. Settlement
16 Administrator, c/o Rust Consulting, Inc. – 9006, P.O. Box 2396, Faribault, Minnesota 55021-9096
17 to receive exclusions, objections, disputes, undeliverable Class Notices and other communications
18 regarding the Settlement.

19 5. Rust obtained a toll-free telephone number of (800) 201-4755 for Class Members
20 to call with questions regarding the Settlement. The toll-free telephone number was included in the
21 Class Notice.

22 6. Rust obtained a facsimile number of (248) 733-6498 for receiving communications
23 about the Settlement. The facsimile number was included in the Class Notice.

24 7. Rust obtained an email address of Info@ArceovArdentMillsSettlement.com for
25 receiving communications about the Settlement The email address was included in the Class
26 Notice.

1 8. Rust obtained a website address for the case of
2 www.rustconsulting.com/cases/arceo-v-ardent-mills. The website included the Settlement
3 Agreement, Notice, Motion for Preliminary Approval, Preliminary Approval, Motion for Final
4 Approval, The Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
5 Payment and Class Representative Service Payment, The Final Approval and the Judgment. The
6 website address was included in the Class Notice.

7 9. On or about July 1, 2025, Rust received text for the Class Notice from Counsel. A
8 draft of the formatted Class Notice was prepared by Rust in English and Spanish and approved by
9 the Parties. Attached as Exhibit A is a copy of the final Class Notice.

10 10. On or about July 22, 2025, Counsel for the Defendants provided Rust with a
11 mailing list containing Class Member's names, last known addresses, Social Security Numbers
12 and applicable employment information ("Class List"). The Class List contained data for 285
13 potential Class Members.

14 11. The mailing addresses contained in the Class List were processed and updated
15 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
16 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
17 the event that any individual had filed a U.S. Postal Service change of address request, the address
18 listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

19 12. On August 5, 2025, Class Notices were mailed to 285 Class Members contained in
20 the Class List via First Class mail. The Class Notice advised Class Members that they could
21 submit an exclusion, objection and/or dispute postmarked by September 4, 2025.

22 13. Rust performed 15 address traces on Class Notices returned as undeliverable for the
23 first time as of September 4, 2025. The address trace utilizes the Class Member's name, previous
24 address and Social Security Number for locating a current address. Of the 15 traces performed, 14
25 more current addresses were obtained and Class Notices were promptly re-mailed to those Class
26 Members via First Class mail. Of the 14 traces performed, Rust did not obtain updated addresses
27 for one (1) undeliverable Class Notices. Of the 14 Class Notices mailed to a more current address
28

1 identified from trace, two (2) Class Notices were returned to Rust as undeliverable a second time.
2 As of this date, three (3) Class Notices remain undeliverable.

3 14. As of this date, zero (0) Class Notices were returned by the Post Office with
4 forwarding addresses attached as of September 4, 2025.

5 15. Re-mailed Class Notices were provided an extended deadline of September 14,
6 2025.

7 16. As of this date, zero (0) Class Members disputed the employment information
8 provided by the Defendant.

9 17. As of this date, Rust received zero (0) exclusions.

10 18. As of this date, Rust received zero (0) objections.

11 19. The per workweek values is estimated at \$25.07. Based upon the calculations
12 stipulated in the Settlement, the highest Individual Class Payment to be paid is approximately
13 \$7,830.95, the lowest Individual Class Payment to be paid is approximately \$25.07, while the
14 average Individual Class Payment to be paid is approximately \$2,904.39.

15 20. The total cost for the administration of this Settlement, including fees incurred and
16 future costs for completion of the administration is estimated to be \$11,000.00.

17
18 I declare under penalty of perjury under the laws of the State of California that the
19 above is true and correct to the best of my knowledge and that this Declaration was executed this
20 30th day of September 2025, at Minneapolis, MN.

21 *Chris Pikus*
22 CHRIS PIKUS
23
24
25
26
27
28

EXHIBIT A

IMPORTANT LEGAL MATERIALS



- UAA - <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

NOTICE OF CLASS ACTION SETTLEMENT

Jose Arceo v. Ardent Mills, LLC.

San Bernardino County Superior Court of California - Case No. CIVSB2305763

IF YOU WERE EMPLOYED BY DEFENDANT IN CALIFORNIA AS A NON-EXEMPT EMPLOYEE WHO WORKED ANY TIME FROM DECEMBER 3, 2018, THROUGH NOVEMBER 9, 2024, YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION AND REPRESENTATIVE SETTLEMENT

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether or not you act.

PLEASE READ THIS NOTICE

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will not receive a payment from the Settlement.</u> ¹ This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement.
OBJECT	You may object to this Settlement; the Court may or may not agree with your objection. This will not exclude you from receiving a payment from the Settlement.

WHAT IS IN THIS NOTICE?

1. Why Should You Read This Notice?	Page 2
2. What Is the Case About?	Page 2
3. How Much Can I Expect to Receive?	Page 2
4. Who Is the Plaintiff in This Class Action?	Page 3
5. Who Are the Attorneys Representing the Parties?	Page 3
6. What Are My Rights Regarding This Settlement?	Page 3
7. How Will the Attorneys for the Class Be Paid?	Page 5
8. What If I Lose My Settlement Check?	Page 5
9. What If I Need Additional Information?	Page 5

¹ Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the settlement for release of the penalty claim under the Private Attorneys General Act, Labor Code sections 2698-2699.6.

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a member of the settlement class in this action. You may get money from the Settlement. This Notice will explain the Settlement's terms and the amount of money you may receive under the Settlement.

The settlement class is comprised of all current and former California non-exempt employees employed by Defendant Ardent Mills, LLC. ("Defendant" or "Ardent Mills") at any time from December 3, 2018, through November 9, 2024 ("Class Members").

This Notice tells you of your right to share in the Settlement. There was a Preliminary Approval hearing on July 1, 2025, at 8:30 a.m., in the San Bernardino County Superior Court. The Court determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable, and that a final determination of the issues will be made at the Final Approval Hearing. The Court also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the Settlement on November 5, 2025, at 8:30 a.m. in Department S-26 of the San Bernardino County Superior Court located at 247 West Third Street, San Bernardino, CA 92415. The Court must approve the terms of the Settlement as fair, adequate, and reasonable to the Class Members.

The Final Approval Hearing may be continued to another date without further notice. Class Members may appear remotely at the Final Approval Hearing and should contact the court clerk for Department S-26 at (909) 708-8847 for instructions on how to remotely appear.

2. What Is the Case About?

Plaintiff contends that Defendant: (1) Failed to pay all wages; (2) Failed to pay all overtime wages at the legal overtime pay rate; (3) Failed to provide all meal periods; (4) Failed to authorize and permit all paid rest periods; (5) Failed to provide legally-complaint rest periods; (6) Failed to pay premium wages at the legal pay rate; (7) Failed to fully reimburse work expenses; (8) Failed to timely furnish accurate itemized wage statements; (9) Derivatively failed to pay all final wages; (10) Independently failed to pay all final wages; (11) Committed unfair business practices; and (12) Owes penalties under the Private Attorneys General Act (PAGA) related to the underlying alleged violations.

Defendant denies the allegations raised in the lawsuit and believes it has no liability for any of Plaintiff's or the Class Members' claims. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails.

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement ("Settlement Agreement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendant has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done anything wrong or legally actionable.

3. How Much Can I Expect to Receive?

Defendant will pay a gross settlement amount of \$1,350,000, which includes all settlement payments to Class Members, attorneys' fees and costs, costs of administering the Settlement, a payment to the LWDA under PAGA, and the Class Representative's payment.

Defendant's records indicate that you worked approximately <<INT_1>> workweeks during the Class Period, which is December 3, 2018, through November 9, 2024. Based on these records, your estimated payment as a Class Member will be \$<<dec_1>>.

Defendant's records indicate that you worked approximately <<INT_2>> workweeks during the PAGA Period, which is March 3, 2022, through November 9, 2024. Based on these records, your estimated payment under PAGA will be \$<<dec_2>>.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (also known as the void date). If you don't cash your check by the void date, it will be automatically canceled, and the money will be deposited with the California Controller's Unclaimed Property Fund in your name.

4. Who Is the Plaintiff in This Class Action?

Jose Arceo is the Plaintiff and Class Representative in this class action lawsuit. He is representing your interests as a Class and PAGA representative.

5. Who Are the Attorneys Representing the Parties?

Class Counsel

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Guido E. Toscano, Esq.
D.LAW, INC.
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Tel.: (424) 320-6420
Email: Gregg@d.law

Defense Counsel

Peter J. Woo, Esq.
Sherry S. Hamilton, Esq.
Philip M. Duclos, Esq.
JACKSON LEWIS LLP
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Tel.: (949)885-1360
Email: sherry.hamilton@jacksonlewis.com

6. What are My Rights Regarding This Settlement?

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below.

This Settlement Notice states the total number of workweeks you worked for Defendant during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the workweek information shown above is incorrect, you must submit a written workweek dispute stating why you believe the listed workweeks are not correct. The workweek dispute must be mailed or faxed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than **September 14, 2025**. You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

NOTE: UNLESS YOU DISPUTE THE WORKWEEK INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE AMOUNTS SET FORTH ABOVE.

If you are a current employee of the Defendant, your decision as to whether to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to object to the Settlement in writing, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be mailed or faxed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than **September 14, 2025**. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for November 5, 2025, at 8:30 a.m. in Department S-26 of the San Bernardino County Superior Court and discuss your objections with the Court and the Parties, regardless of whether you submitted a prior written Objection. You may appear on your own or through an attorney retained by you at your expense. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must complete and sign a written Request for Exclusion to the Settlement Administrator via fax or at the address below requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Request for Exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion must be faxed or postmarked no later than **September 14, 2025**. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be a member of the Class and you will **not** be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the Settlement allocated to PAGA penalty payments. Except for the PAGA release, you will not be bound by the terms of the Settlement and may pursue any valid claims you may have, at your own expense, against Defendant. Individuals otherwise meeting the definition of Class Members who exclude themselves from the class will still receive a payment for the amount of each such individual's estimated share of the Individual PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release.

Effect of the Settlement on Your Rights

Upon final approval of the Settlement by the Court, all Participating Class Members will be deemed to have released the Released Parties from all Released Class Claims and Released PAGA Claims, as defined below. Regardless of whether an individual opts out of the Settlement, all Participating PAGA Members will be deemed to have released the Released Parties from all Released PAGA Claims.

"Released Parties" means Defendant's former and present directors, officers, shareholders, owners, partners, members, customers, agents, employees, attorneys, insurers, predecessors, successors and future owners, assigns, parents, subsidiaries, payroll companies, and related or affiliated entities.

"Released Claims" means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action, arising under state, federal or local law, whether statutory, common law or administrative, whether known or unknown, including, but not limited to, failure to pay all wages under Labor Code, §§ 204, 510(a), 1182.12, 1194(a), 1197, and 1198; failure to pay all overtime wages at the legal overtime pay rate under Labor Code, §§ 204, 510(a), and 1194(a); failure to provide all meal periods under Labor Code, §§ 226.7(b), 512, and 516; failure to authorize and permit all paid rest periods under Labor Code, §§ 226.7(b) and 516; failure to provide legally compliant rest periods under Labor Code, §§ 226.7(b) and 516; failure to pay premium wages at the legal pay rate under Labor Code, § 516; failure to timely furnish accurate itemized wage statements under Labor Code, § 226(a); derivative violations under Labor Code §§ 201–203; independent violations under Labor Code §§ 201–203; failure to reimburse all business expenses under Labor Code § 2802; improper final payment of wages under Labor Code, §§ 212–213; violations of Labor Code, § 552; unfair business practices under Business & Professions Code, § 17200 based on the above violations, and any other claims whatsoever that were alleged in this case or which arise out of such facts, from the factual allegations set forth in the Operative Complaint including, without limitation, all related claims for restitution and other equitable relief, liquidated damages, punitive damages, penalties, statutory penalties, interest, fees, including fees under California Code of Civil Procedure section 1021.5, costs, and any other related claims and/or penalties of any nature related to the claims in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

"PAGA Released Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, the Amended PAGA

Notice, and ascertained in the course of the Action including any and all including, but not limited to, failure to pay all wages under Labor Code §§ 204, 510(a), 1182.12, 1194(a), 1197, and 1198; failure to pay all overtime wages at the legal overtime pay rate under Labor Code, §§ 204, 510(a), and 1194(a); failure to provide all meal periods under Labor Code, §§ 226.7(b), 512, and 516; failure to authorize and permit all paid rest periods under Labor Code, §§ 226.7(b) and 516; failure to provide legally compliant rest periods under Labor Code, §§ 226.7(b) and 516; failure to pay premium wages at the legal pay rate under Labor Code, § 516; failure to timely furnish accurate itemized wage statements under Labor Code, § 226(a); failure to keep accurate records under Labor Code § 226.3; derivative violations under Labor Code §§ 201–203; independent violations under Labor Code §§ 201–203; failure to reimburse all business expenses under Labor Code § 2802; improper final payment of wages under Labor Code, §§ 212–213; violations of Labor Code, § 552; and any other claims whatsoever that were alleged in this case or which arise out of such facts, from the factual allegations and issues set forth in Plaintiff’s Amended PAGA Notice and the Operative Complaint.

7. How Will the Attorneys for the Class Be Paid?

The attorneys for the Settlement Class will be paid from the gross settlement. The attorneys are seeking a fee not to exceed \$450,000, as well as reimbursement of their litigation costs, up to \$26,000. Plaintiff is seeking a Class Representative Service Payment from the Settlement not to exceed \$15,000 for his service as Class Representative. Likewise, the Parties agree that \$27,000 shall be allocated to settle the PAGA claim, with \$20,250 to be paid to the LWDA, and the remaining \$ \$6,750 to be divided equally among the PAGA Members and paid as their PAGA Payments. The Settlement Administrator estimates that the cost of administration will not exceed \$11,000. All of these amounts are to be deducted from the gross settlement, with the remainder available for distribution to Participating Class Members who do not opt out.

8. What If I Lose My Settlement Check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at <https://ucpi.sco.ca.gov/> or (916) 445-5361 for instructions on how to retrieve the funds.

9. What If I Need Additional Information?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel, Gregg Lander (424-320-6420) or email him at Gregg@d.law, or contact the Settlement Administrator at the contact information listed below.

Arceo v Ardent Mills, Inc. Settlement Administrator
c/o Rust Consulting, Inc. - 9006
PO Box 2396
Faribault, MN 55021-9096
Phone Number: (800) 201-4755
Fax Number: (248) 733-6498
E-mail: Info@ArceovArdentMillsSettlement.com

You may also visit the Settlement Administrator’s website at www.rustconsulting.com/cases/arceo-v-ardent-mills to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department S-26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415, during regular business hours of each court day. You may also obtain these documents through the Court’s website at <https://www.sb-court.org/>

DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the San Bernardino County Superior Court, the Honorable Christian Towns.

MATERIALES LEGALES IMPORTANTES



* B A R C O D E 3 9 * - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Name3>>

<<Name4>>

<<Address1>>

<<Address2>>

<<Address3>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

AVISO DE ACUERDO DE CONCILIACIÓN DE UNA DEMANDA COLECTIVA

José Arceo v. Ardent Mills, LLC.

Tribunal Superior de California del condado de San Bernardino, Causa N.º CIVSB2305763.

SI USTED ESTUVO CONTRATADO POR LA DEMANDADA EN CALIFORNIA COMO EMPLEADO NO EXENTO QUE TRABAJÓ EN ALGÚN MOMENTO DESDE EL 3 DE DICIEMBRE DE 2018 HASTA EL 9 DE NOVIEMBRE DE 2024, TIENE DERECHO A RECIBIR DINERO EN VIRTUD DE UN ACUERDO DE CONCILIACIÓN DE DEMANDA COLECTIVA Y REPRESENTATIVA

El Tribunal aprobó este aviso. Esto no es un anuncio publicitario.

No está siendo demandado. No obstante, sus derechos legales se verán afectados, independientemente de que usted actúe o no.

SÍRVASE LEER ESTE AVISO

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO DE CONCILIACIÓN INCLUYEN LO SIGUIENTE:	
NO HACER NADA	Recibirá una compensación en virtud del Acuerdo de Conciliación. No es necesario que realice acción alguna para beneficiarse de una parte de este Acuerdo de Conciliación.
EXCLUIRSE	<u>No recibirá ningún pago en virtud del Acuerdo de Conciliación.¹</u> Esta es la única opción que le permite presentar su propia demanda contra la Demandada por los reclamos a los que se renuncia en este Acuerdo de Conciliación.
OBJETAR	Puede objetar este Acuerdo de Conciliación; el Tribunal puede o no estar de acuerdo con su objeción. Esto no le impedirá recibir un pago en virtud del Acuerdo de Conciliación.

¿QUÉ CONTIENE ESTE AVISO?

1. ¿Por qué debería leer este Aviso?..... Página 2
2. ¿De qué trata este caso?..... Página 2
3. ¿Cuánto puedo esperar recibir? Página 2
4. ¿Quién es el Demandante en esta Demanda Colectiva? Página 3
5. ¿Quiénes son los abogados que representan a las Partes? Página 3
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¹ Independientemente de que se excluya del Acuerdo de Conciliación, de igual modo recibirá una parte de este por renunciar a presentar reclamos para recobrar sanciones en virtud de la Ley General de Abogados Privados (Private Attorneys General Act, "PAGA"), artículos 2698-2699.6 del Código Laboral (Labor Code).

1. ¿Por qué debería leer este Aviso?

Usted recibió este Aviso porque los registros indican que es miembro del grupo del acuerdo en esta demanda. Puede obtener dinero en virtud del Acuerdo de Conciliación. En este Aviso, se explicarán los términos del Acuerdo de Conciliación y el monto de dinero que podría recibir en virtud del Acuerdo.

El grupo de la demanda colectiva correspondiente al Acuerdo de Conciliación está compuesto por todos los empleados actuales y ex empleados no exentos de California, contratados por la Demandada Ardent Mills, LLC. ("Demandada" o "Ardent Mills") en algún momento desde el 3 de diciembre de 2018 hasta el 9 de noviembre de 2024 ("Miembros del Grupo de Demandantes").

Este Aviso le informa sobre su derecho a recibir una parte del Acuerdo de Conciliación. Se celebró una Audiencia de Aprobación Preliminar el 1 de julio de 2025 a las 8:30 a. m., en el Tribunal Superior del condado de San Bernardino. El Tribunal determinó únicamente que existen pruebas suficientes que sugieren que el Acuerdo de Conciliación puede ser justo, adecuado y razonable, y que se tomará una decisión definitiva sobre los asuntos durante la Audiencia de Aprobación Definitiva. El Tribunal también ordenó que usted recibiera este Aviso.

El Tribunal celebrará una Audiencia de Aprobación Definitiva con respecto al Acuerdo de Conciliación el 5 de noviembre de 2025 a las 8:30 a. m. en el Departamento S-26 del Tribunal Superior del condado de San Bernardino, ubicado en 247 West Third Street, San Bernardino, CA 92415. El Tribunal debe aprobar los términos del Acuerdo de Conciliación si los considera justos, adecuados y razonables para los Miembros del Grupo de Demandantes.

La Audiencia de Aprobación Definitiva puede aplazarse a otra fecha sin previo aviso. Los Miembros del Grupo de Demandantes podrán comparecer de forma remota en la Audiencia de Aprobación Definitiva y deberán comunicarse con el secretario del tribunal del Departamento S-26 llamando al (909) 708-8847 para recibir instrucciones sobre cómo hacerlo.

2. ¿De qué trata este caso?

El Demandante alega que la Demandada: (1) No pagó todos los salarios; (2) no pagó todos los salarios por horas extra a la tarifa legal correspondiente a horas extras; (3) no proporcionó todos los períodos para comidas; (4) no autorizó ni permitió todos los períodos de descanso pagados; (5) no proporcionó los períodos de descanso legalmente obligatorios; (6) no pagó las primas salariales a la tarifa legal; (7) no reembolsó los gastos laborales en su totalidad; (8) no entregó en tiempo y forma las declaraciones salariales desglosadas de forma precisa por rubros, (9) de forma derivada, no pagó los salarios finales; (10) independientemente no pagó todos los salarios finales; (11) cometió prácticas comerciales desleales; y (12) adeuda sanciones en virtud de la Ley General de Fiscales Privados (Private Attorney General Act, PAGA) relacionadas con las violaciones subyacentes que se alegan.

La Demandada niega las acusaciones interpuestas en la demanda y considera que no tiene responsabilidad alguna por ninguno de los reclamos del Demandante ni de los Miembros del Grupo de Demandantes. La Demandada va a conciliar la demanda como parte de un acuerdo. La Demandada se reserva el derecho de objetar y defenderse ante cualquier reclamo en caso de que, por algún motivo, no se concrete el Acuerdo de Conciliación.

Las Partes llegaron a un Acuerdo sujeto a aprobación del Tribunal, conforme se indica en la Demanda Colectiva y Acuerdo de Conciliación en virtud de la ley PAGA (el "Acuerdo de Conciliación"). Los Abogados del Grupo consideran que el Acuerdo es justo, adecuado y razonable, y que es lo mejor para los Miembros del Grupo de Demandantes. De igual forma, la Demandada ha decidido que el Acuerdo de Conciliación es favorable porque evita el tiempo, los riesgos y los gastos que suponen una demanda extensa, y el Acuerdo de Conciliación resuelve de forma inmediata, completa y definitiva los reclamos pendientes y potenciales. El hecho de que la Demandada acepte conciliar esta demanda no significa que la Demandada admita, reconozca o insinúe que ha hecho algo indebido o ilícito.

3. ¿Cuánto puedo esperar recibir?

La Demandada pagará un importe bruto del Acuerdo de Conciliación de \$1,350,000, que incluye todos los pagos en virtud del Acuerdo de Conciliación a los Miembros del Grupo de Demandantes, honorarios de abogados y costas, costos de administración del Acuerdo de Conciliación, un pago a la LWDA en virtud de la ley PAGA y el pago para el Representante del Grupo.

Los registros de la Demandada indican que usted trabajó aproximadamente <<INT_1>> semanas laborales durante el Período de la Demanda Colectiva, que abarca del 3 de diciembre de 2018 al 9 de noviembre de 2024. Según estos registros, su pago estimado como Miembro del Grupo de Demandantes será de \$<<dec_1>>.

Los registros de la Demandada indican que usted trabajó aproximadamente <<INT_2>> semanas laborales durante el Período en virtud de la ley PAGA, que abarca del 3 de marzo de 2022 al 9 de noviembre de 2024. Según estos registros, su pago estimado en virtud de la ley PAGA será de \$<<dec_2>>.

Es su responsabilidad mantener actualizada la dirección en los registros del Administrador del Acuerdo de Conciliación para asegurarse de recibir su pago en virtud del Acuerdo de Conciliación. Debe notificar de inmediato al Administrador del Acuerdo de Conciliación en caso de que se mude o si su dirección postal cambia.

En el anverso de cada cheque emitido para los Pagos Individuales de la Demanda Colectiva y los Pagos Individuales según la ley PAGA aparecerá la fecha en la que vence el cheque (también conocida como la fecha de nulidad). Si no cobra el cheque antes de la fecha de vencimiento, su cheque se cancelará de manera automática, y el dinero se depositará en su nombre en el Fondo de Propiedades no Reclamadas del Contralor de California

4. ¿Quién es el Demandante en esta Demanda Colectiva?

José Arceo es el Demandante y el Representante del Grupo en esta demanda colectiva. Él representa los intereses de usted, en calidad de representante del Grupo y en virtud de la ley PAGA.

5. ¿Quiénes son los abogados que representan a las Partes?

Abogados del Grupo

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Guido E. Toscano, Esq.
D.LAW, INC.
450 N Brand Blvd., Suite 840
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Teléfono: (424) 320-6420
Correo electrónico: Gregg@d.law

Abogados de la defensa

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Sherry S. Hamilton, Esq.
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Irvine, CA 92618
Teléfono: (949) 885-1360
Correo electrónico: sherry.hamilton@jacksonlewis.com

6. ¿Cuáles son mis derechos con respecto a este Acuerdo de Conciliación?

Participar en el Acuerdo de Conciliación

De conformidad con el Acuerdo de Conciliación, usted recibirá **automáticamente** un pago en virtud del acuerdo, a menos que se excluya siguiendo el procedimiento de exclusión establecido más adelante.

En este Aviso sobre el Acuerdo de Conciliación, se indica la cantidad total de semanas laborales que usted trabajó para la Demandada durante el Período de la Demanda Colectiva. Su pago individual en virtud del acuerdo en calidad de Miembro del Grupo de Demandantes se basará en dicha cantidad. Si considera que la información incluida en este Aviso es correcta, no es necesario que realice ninguna otra acción para recibir su pago en virtud del Acuerdo de Conciliación.

Si considera que la información sobre las semanas laborales indicada es incorrecta, debe impugnar la cantidad de semanas laborales por escrito y explicar por qué considera que las semanas laborales indicadas no son correctas. La disputa por las semanas laborales debe enviarse por correo postal o fax al Administrador del Acuerdo de Conciliación (cuya información de contacto figura más adelante) y debe tener fecha de franqueo postal del **14 de septiembre de 2025** a más tardar. Debe enviar al Administrador del Acuerdo de Conciliación la documentación pertinente que respalde la cantidad de semanas laborales que usted considera que trabajó durante el Período de la Demanda Colectiva. Si se presenta una disputa de las semanas laborales que usted trabajó, el Administrador del Acuerdo de Conciliación revisará los registros para resolverla.

NOTA: A MENOS QUE IMPUGNE LA INFORMACIÓN DE SEMANAS LABORALES ANTES INDICADAS O SE EXCLUYA DEL ACUERDO DE CONCILIACIÓN, RECIBIRÁ DINERO EN VIRTUD DEL ACUERDO EN FUNCIÓN DE LOS MONTOS ANTES ESTABLECIDOS.

Si usted actualmente es empleado(a) de la Demandada, su decisión respecto a si participa o no en este Acuerdo de Conciliación no tendrá ningún tipo de incidencia o impacto en su empleo.

Objetar el Acuerdo de Conciliación

Si desea objetar el Acuerdo de Conciliación por escrito, debe presentar una Objeción por escrito en la que indique por qué lo objeta. La Objeción debe estar firmada por usted e incluir su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social. La Objeción debe enviarse por correo postal o fax al Administrador del Acuerdo de Conciliación (cuya información de contacto figura más adelante) y debe tener fecha de franqueo postal del **14 de septiembre de 2025** a más tardar. No se considerarán las Objeciones que lleguen fuera del plazo establecido.

Si lo desea, también puede comparecer en la Audiencia de Aprobación Definitiva establecida para el 5 de noviembre de 2025 a las 8:30 a. m. en el Departamento S-26 del Tribunal Superior del condado de San Bernardino, y manifestar sus objeciones ante el Tribunal y las Partes, independientemente de que haya enviado una objeción previa por escrito. Puede comparecer por su cuenta o a través de un abogado contratado por usted por su propia cuenta y gasto. La Audiencia de Aprobación Definitiva puede aplazarse a otra fecha sin previo aviso.

SI OBJETA EL ACUERDO DE CONCILIACIÓN, RECIBIRÁ DE TODOS MODOS SU PARTE DEL ACUERDO SI EL TRIBUNAL LO APRUEBA.

Excluirse del Acuerdo de Conciliación

Si desea excluirse de participar en el Acuerdo de Conciliación, debe completar y firmar una Solicitud de Exclusión por escrito y enviársela al Administrador del Acuerdo de Conciliación por fax o a la dirección indicada a continuación para solicitarle su exclusión del Acuerdo. Para que su Solicitud de Exclusión pueda considerarse como válida, debe estar firmada por usted e incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social. Su Solicitud de Exclusión también debe indicar claramente su deseo de excluirse del Acuerdo de Conciliación. Para que su Solicitud de Exclusión se considere enviada dentro del plazo establecido, debe enviarla por fax o por correo postal con fecha de franqueo postal del **14 de septiembre de 2025** a más tardar. No se aceptarán solicitudes de exclusión fuera de plazo.

Si envía una Solicitud de Exclusión completa en tiempo y forma por correo postal, dejará de ser Miembro del Grupo de Demandantes y **no** reunirá los requisitos para objetar los términos del Acuerdo de Conciliación ni recibir dinero en virtud de este, con excepción de la porción del Acuerdo de Conciliación asignada a los pagos de sanciones en virtud de la ley PAGA. Salvo por la exención en virtud de la ley PAGA, usted no estará obligado(a) por los términos del Acuerdo de Conciliación y podrá proceder con los reclamos que tuviese, por su propia cuenta y gasto, contra la Demandada. Las personas que se encuadren dentro de la definición de Miembros del Grupo de Demandantes y que se excluyan del Grupo de Demandantes igualmente recibirán un pago por el valor de la parte estimada del Pago en virtud de la ley PAGA para cada una de esas personas, que fue incluido por el Administrador del Acuerdo de Conciliación al calcular el monto del reclamo y seguirán estando vinculadas por la exención en virtud de la ley PAGA.

Efecto del Acuerdo de Conciliación sobre sus derechos

Una vez que el Tribunal emita la aprobación definitiva del Acuerdo de Conciliación, se considerará que todos los Miembros del Grupo de Demandantes Participantes han liberado a las Partes Exoneradas de todos los Reclamos Eximidos correspondientes al Grupo de Demandantes en la demanda colectiva y de todos los Reclamos Eximidos en virtud de la ley PAGA, según se define más adelante. Sin perjuicio de que una persona se excluya del Acuerdo de Conciliación, se considerará que todos los Miembros Participantes en virtud de la ley PAGA han liberado a las Partes Exoneradas de todos los Reclamos Eximidos conforme a la ley PAGA.

“Partes Exoneradas” se refiere a los anteriores y actuales directores, ejecutivos, accionistas, propietarios, socios, miembros, clientes, agentes, empleados, abogados, aseguradores, predecesores, sucesores y futuros propietarios, cesionarios, empresas matrices, subsidiarias, compañías de nómina y entidades relacionadas o afiliadas de la Demandada.

“Reclamos Eximidos” se refiere a todos los reclamos que se alegaron, o que razonablemente podrían haberse alegado, basados en los hechos establecidos en la Demanda Operativa e interpuestos en el transcurso de la Demanda, que surjan en virtud de la ley estatal, federal o local, ya sean establecidos por ley, por derecho consuetudinario o administrativo, sean conocidos o desconocidos, incluidos, entre otros, por no pagar todos los salarios en virtud del Código Laboral, artículos 204, 510(a), 1182.12, 1194(a), 1197 y 1198; no pagar todos los salarios correspondientes a horas extras a la tarifa legal por horas extras en virtud del Código Laboral, artículos 204, 510(a) y 1194(a); no proporcionar todos los períodos para comer en virtud del Código Laboral, artículos 226.7(b), 512 y 516; no autorizar ni permitir todos los períodos de descanso remunerados en virtud del Código Laboral, artículos 226.7(b) y 516; no proporcionar períodos de descanso legalmente obligatorios en virtud del Código Laboral, artículos 226.7(b) y 516; no pagar primas laborales a la tarifa de pago legal en virtud del Código Laboral, artículo 516; no entregar en tiempo y forma las declaraciones salariales detalladas por rubros y precisas en virtud del Código Laboral, artículo 226(a); violaciones derivadas en virtud del Código Laboral, artículos 201–203; violaciones independientes en virtud de los artículos 201–203 del Código Laboral; no reembolsar todos los gastos comerciales en virtud del Código Laboral, artículo 2802; pago final incorrecto de salarios en virtud del Código Laboral, artículos 212–213; violaciones del Código Laboral, artículo 552; prácticas comerciales desleales en virtud del Código de Negocios y Profesiones, artículo 17200 en función de las violaciones anteriores, y cualquier otro reclamo que se alegue en esta causa o que surja de esos hechos, de las alegaciones fácticas establecidas en la Demanda Operativa, incluidas, sin limitación, todos los reclamos relacionados de restitución y otras reparaciones equitativas, daños y perjuicios líquidos y determinados, daños y perjuicios punitivos, sanciones, sanciones legales, intereses, cargos, incluidos los honorarios en virtud de la sección 1021.5 del Código de Procedimiento Civil de California, costas y cualquier otro reclamo o sanción conexa de cualquier naturaleza que se relacione con los reclamos en la Demanda Operativa. Excepto según se establece en la sección 5.3 del presente Acuerdo, los Miembros del Grupo de Demandantes Participantes no renuncian a ningún otro reclamo, incluidos los reclamos por beneficios adquiridos, despido improcedente, cualquier infracción de la Ley de Igualdad en el Empleo y la Vivienda (Fair Employment and Housing Act), seguro de desempleo, discapacidad, seguro social, indemnización por accidentes de trabajo o reclamos basados en hechos que ocurriesen fuera del Período de la Demanda Colectiva.

“Reclamos eximidos en virtud de la ley PAGA” se refiere a todos los reclamos por sanciones de la ley PAGA que se alegaron, o que razonablemente podrían haberse alegado, en función de los hechos del Período de la ley PAGA establecidos en la Demanda Operativa, el Aviso conforme a la ley PAGA, el Aviso conforme a la ley PAGA modificado, y establecidos en el transcurso de la Demanda, incluidos, entre otros, todos y cada uno de los siguientes: no pagar todos los salarios en virtud del Código Laboral, artículos 204, 510(a), 1182.12, 1194(a), 1197 y 1198; no pagar todos los salarios por horas extras a la tarifa legal por horas extras en virtud del Código Laboral, artículos 204, 510(a) y 1194(a); no proporcionar todos los períodos para comer en virtud del Código Laboral, artículos 226.7(b), 512 y 516; no autorizar ni permitir todos los períodos de descanso remunerados en virtud del Código Laboral, artículos 226.7(b) y 516; no proporcionar períodos de descanso obligatorios legalmente en virtud del Código Laboral, artículos 226.7(b) y 516; no pagar primas salariales a la tarifa legal en virtud del Código Laboral, artículo 516; no entregar en tiempo y forma las declaraciones salariales detalladas por rubros y precisas en virtud del Código Laboral, artículo 226(a); no mantener registros precisos en virtud del Código Laboral, artículo 226.3; violaciones derivadas en virtud del Código Laboral, artículos 201–203; violaciones independientes en virtud de los artículos 201–203 del Código Laboral; no reembolsar todos los gastos comerciales en virtud del Código Laboral, artículo 2802; pago final incorrecto de salarios en virtud del Código Laboral, artículos 212–213; violaciones del Código Laboral, artículo 552; y cualquier otro reclamo que se alegue en esta causa o que surja de esos hechos, de las alegaciones fácticas y asuntos establecidos en el Aviso conforme a la ley PAGA modificado y en la Demanda Operativa del Demandante.

7. ¿Cómo se les pagará a los Abogados del Grupo?

A los abogados del Grupo del Acuerdo de Conciliación se les pagará a partir del importe bruto del acuerdo. Los abogados solicitan honorarios que no excedan de \$450,000, como también el reembolso de sus costos de litigio por un monto que no exceda de \$26,000. El Demandante solicita un pago por servicios como Representante del Grupo de Demandantes, proveniente del Acuerdo de Conciliación, que no supere los \$15,000 por sus servicios como Representante del Grupo de Demandantes. De igual forma, las Partes aceptan que se asignarán \$27,000 para conciliar el reclamo en virtud de la ley PAGA, de los cuales se pagarán \$20,250 a la LWDA y los \$6,750 restantes se dividirán en partes iguales entre los Miembros en virtud de la ley PAGA y se abonarán en concepto de Pagos en virtud de la ley PAGA. El Administrador del Acuerdo de Conciliación estima que el costo de la administración no superará los \$11,000. Todos estos montos se deducirán del importe bruto del Acuerdo de Conciliación, y el monto restante disponible será distribuido entre los Miembros del Grupo de Demandantes Participantes que no se hayan excluido.

8. ¿Qué sucede si pierdo mi cheque del Acuerdo de Conciliación?

Si pierde o extravía su cheque en virtud del Acuerdo de Conciliación antes de cobrarlo, el Administrador del Acuerdo de Conciliación se lo sustituirá siempre que solicite el reemplazo antes de la fecha de vencimiento que figura en el anverso del cheque original. Si su cheque ya es nulo, debe consultar al Fondo de Propiedades no Reclamadas en <https://ucpi.sco.ca.gov/> o al (916) 445-5361 para recibir instrucciones sobre cómo recuperar los fondos.

9. ¿Qué puedo hacer si necesito información adicional?

SI NECESITARA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede llamar al Abogado del Grupo, Gregg Lander, al (424-320-6420) o enviarle un correo electrónico a Gregg@d.law, o llamar al Administrador del Acuerdo de Conciliación usando la información de contacto indicada a continuación.

Arceo v Ardent Mills, Inc. Settlement Administrator

c/o Rust Consulting, Inc. - 9006

PO Box 2396

Faribault, MN 55021-9096

Número de teléfono: (800) 201-4755

Número de fax: (248) 733-6498

Correo electrónico: Info@ArceovArdentMillsSettlement.com

También puede visitar el sitio web del Administrador del Acuerdo de Conciliación <https://rustconsulting.com/cases/arceo-v-ardent-mills> para acceder a los documentos claves en esta causa, incluidos el Acuerdo de Conciliación, la orden que otorga la aprobación preliminar de este Acuerdo de Conciliación, la orden que otorga la aprobación definitiva de este Acuerdo de Conciliación y la Sentencia Definitiva.

También puede consultar los alegatos, el Acuerdo de Conciliación y otros documentos presentados en esta causa, que pueden consultarse en el Departamento S-26 del Tribunal Superior del condado de San Bernardino, ubicado en 247 West Third Street, San Bernardino, CA 92415, durante los horarios normales de atención de cada día del tribunal. También puede obtener estos documentos a través del sitio web del Tribunal en <https://www.sb-court.org/>

NO SE COMUNIQUE CON EL TRIBUNAL PARA OBTENER ASESORAMIENTO JURÍDICO O INFORMACIÓN SOBRE ESTE ACUERDO DE CONCILIACIÓN.

Por orden del Tribunal Superior del condado de San Bernardino, el Honorable Juez Christian Towns.

EXHIBIT 4

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Attorneys for Plaintiff JOSE ARCEO,
 on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN BERNARDINO**

JOSE ARCEO, on behalf of himself and all
 others similarly situated,

Plaintiffs,

v.

ARDENT MILLS, LLC, a Colorado limited
 liability company; and DOES 1 to 10,
 inclusive,

Defendants.

Case No. CIVSB2305763
CLASS ACTION

Assigned for All Purposes To:
 Hon. Christian Towns

**DECLARATION OF CLASS
 REPRESENTATIVE JOSE ARCEO IN
 SUPPORT OF MOTION FOR FINAL
 APPROVAL OF CLASS ACTION AND
 PAGA SETTLEMENT AND REQUEST
 FOR ATTORNEYS' FEES, COSTS,
 AND CLASS REPRESENTATIVE
 SERVICE AWARD**

Final Approval Hearing:
 Date: November 5, 2025
 Time: 8:30 a.m.
 Department S-26

Complaint: March 3, 2023
 FAC: May 16, 2023
 SAC: January 28, 2025
 Trial: None set

DECLARATION OF CLASS REPRESENTATIVE JOSE ARCEO

I, Jose Arceo, declare as follows:

1. I am a competent adult, over the age of eighteen, and the Class Representative Plaintiff in the matter *Jose Arceo v. Ardent Mills, LLC*. The following declaration is based on my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I worked for Defendant from December 1, 2018, to May 25, 2022. I worked in Defendant's facility located in San Bernardino, California.

3. I am familiar with the work involved in prosecuting the Class Action against my former employer Ardent Mills, LLC. I have had numerous meetings with my attorneys. I am familiar with the claims made, the mediation proceedings, and settlement discussions, and have participated in all stages of the litigation up to and including preparation for preliminary approval of the settlement on behalf of the class.

4. When I worked for Defendant, I was subjected to the same Labor Code claims involving off the clock work, overtime pay rate, meal breaks, rest breaks, on-premise rest breaks, reimbursement, meal period and rest period premiums, wage statements, failure to pay all wages due, seventh day worked, seventh day overtime, and final pay via pay card as the other Class Members.

5. I have and will continue to adequately represent the interests of all members of the proposed class I seek to represent. My claims are typical of these Class Members and involve the same common issues. I have no interests that are inconsistent with any of these Class Members.

6. I have always considered the interests of the other Class Members just as I have my own interests and understand that I must put the interests of the other Class Members before my own. I have participated, and will continue to participate, in this lawsuit up to and through the time of judgment. I have volunteered to represent the other Class Members because of the importance of the case and so that other Class Members can benefit from the enforcement of the law and the savings of time, money, and effort that come from settling this case on a class basis.

7. I believe that the settlement obtained on behalf of the class is fair and reasonable

in view of the issues and risks involved with the case.

8. I believe that the Class Representative Service Payment of \$15,000 for me is fair and reasonable. This payment takes into consideration the time, effort, risks, stress, and sacrifice of signing a general release of all claims over just wage and hour claims as well as the benefit provided to all Class Members because of my involvement in this case.

9. I have spent approximately 50 hours on this case to date, and I remain committed to spending as much time as needed to finalize this Settlement. This includes the initial time I spent investigating these claims and all work for this litigation, which lasted over two years, meeting with my attorneys, the mediation preparation and participating in the mediation, and all follow-up work with my attorneys. I believe I have been diligent and acted above and beyond that which is expected of a Class Representative throughout all stages of the litigation and will continue to do so up to and including final approval of the settlement.

10. Furthermore, it is my opinion that the service payment is fair and reasonable because in addition to the many hours spent participating in this case, I accepted the potential risk of being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. My attorneys told me these costs could be tens of thousands of dollars or more based on the type of case involved and length of the litigation. I believed in this case and was willing to be a Class Representative knowing the risks involved.

11. I signed a general release, so I am not only giving up my wage and hour claims, but I am also giving up all claims I had against my former employer. Since I have signed a general release for any and all claims related to my employment with Defendant, I cannot pursue any other claims against Defendant.

12. This decision posed other risks for me, too, and I did not make the decision to become involved in this class action lightly. I was concerned about the attention a publicly filed lawsuit, and especially a class action, would attract. My name would be associated with a lawsuit that I filed against my employer. I was aware that it is possible, and relatively easy, to perform background checks of publicly filed documents on the internet, sometimes with nothing more than a simple Google search. Attached as **Exhibit A** is a true and correct copy of the results of a

1 search of “Arceo v. Ardent Mills” entered on Google.com, accessed on September 30, 2025. I
2 was mindful that prospective employers might find out that I sued a former employer, and that
3 this could hurt my employability in the future. I believed in this case and was willing to be a
4 Class Representative Plaintiff knowing the risks involved.

5 13. This case also resulted in a substantial benefit to the Class Members who will
6 participate in the monetary payout of this Settlement because of my involvement. I have been
7 advised by my attorneys that the average class member will receive a settlement payment of
8 approximately \$2,904.39 and the highest settlement payment will be approximately \$7,830.95. In
9 my opinion, this is a great benefit to all Class Members. Also, I understand that Class Members
10 who are current employees will benefit from the policy changes that Defendant has agreed to
11 make as part of the Settlement.

12 14. Based on the time, risk, stress, time commitment, signing of a general release, and
13 the great outcome of this and monetary payout, I believe that the requested service payment is
14 fair and reasonable. As such, I respectfully request that the Court award the requested Class
15 Representative Service Payment of \$15,000.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed on 10/10/2025 at San Bernardino, California.

18 DocuSigned by:

Jose Arceo

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EXHIBIT A

Arceo v. Ardent Mills



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Jose Arceo v. Ardent Mills, LLC et al, No. 5:2023cv01146

Jose Arceo v. Ardent Mills, LLC et al, No. 5:2023cv01146 - Document 20 (C.D. Cal. 2023) case opinion from the Central District of California US Federal ...



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Jose Arceo v. Ardent Mills, LLC et al

Jun 15, 2023 — **Jose Arceo v. Ardent Mills, LLC et al** ; Case Filed: Jun 15, 2023 ; Terminated: Aug 09, 2023 ; Case in other court: San Bernardino Superior Court, ...



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Jose Arceo v. Ardent Mills, LLC, 5:23-cv-01146

Jun 15, 2023 — **Citation: Jose Arceo v. Ardent Mills, LLC**, 5:23-cv-01146, (C.D. Cal.) Date Filed: June 15, 2023. Date Terminated: Aug. 9, 2023. Date of Last ...



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Jose Arceo v. Ardent Mills, LLC, 5:23-cv-01146

Aug 9, 2023 — Background. Plaintiff moved to remand, arguing Defendant failed to establish diversity jurisdiction and the amount in controversy.



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Review the Not Motion in ** COMPLEX ** **Jose Arceo v. Ardent Mills, LLC** Print and the significance of this document for this case on Trellis.Law.



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Jose Arceo v. Ardent Mills, LLC et al

Parties, docket activity and news coverage of **federal case Jose Arceo v. Ardent Mills, LLC et al**, case number 5:23-cv-01146, from California Central Court.



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See **Arceo v. Ardent Mills, LLC**, No. 5:23-cv-01146-AB-E,. 2023 WL 5096332, at *4 (C.D. Cal. Aug. 9, 2023) (finding the amount in controversy did not meet the ...

Court opinions for Arceo v. Ardent Mills

Arceo v. ARDENT MILLS, LLC, 2023 - Dist. Court, CD California



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4. 5. 6. 7. Accordingly, pursuant to Section I 0589, the liens of Mesa Pharmacy filed in those cases listed in Attachment "A" are ordered consolidated for ...

443 pages

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EXHIBIT 5