

MATTHEW R. SCHOECH (SBN 234774)

SCHOECH LAW GROUP, PC

3511 Del Paso Rd., Ste. 160 PMB 227

Sacramento, CA 95835

Tel: (916) 569-1940 Fax: (916) 569-1939

Email: matt@norcallawfirm.com

GLEN A. VAN DYKE, (SBN 183796)

MEGAN DEHERRERA (SBN 306646)

VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC

940 Southwood Blvd., Ste. 102

Incline Village, NV 89451

Tel: (530) 214-3667

Email: glen@vdlitigation.com

megan@vdlitigation.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

GLORIA NAZARENO, et al.,

Plaintiffs,

vs.

ANAND, INC, dba JACK IN THE BOX et al.,

Defendants.

) Case No. 34-2020-00278363

)

) CLASS ACTION

)

) **REQUEST FOR JUDICIAL NOTICE IN**

) **SUPPORT OF PLAINTIFFS' MOTION**

) **FOR PRELIMINARY APPROVAL OF**

) **CLASS ACTION SETTLEMENT**

)

) Date: February 9, 2024

) Time: 9:00 a.m.

) Dept.: 22

) Judge: Hon. Lauri A. Damrell

)

) Complaint filed: May 8, 2020

) Trial Date: Not Set

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1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that Plaintiffs, Gloria Nazareno, et al. (hereinafter "Plaintiffs"),
3 hereby respectfully request that the Court take judicial notice of the following documents, records,
4 decisional law, and/or pleadings pursuant to Evidence Code section 452 in Support of Plaintiffs'
5 Motion for Final Approval of Class Action Settlement:
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7 1. Plaintiffs request the Court take judicial notice of the Order on Plaintiffs' Motion
8 for Preliminary Approval of Class Action Settlement entered on October 27, 2023. For the Court's
9 convenience, a true and correct copy of the Stipulation and Order is attached hereto as **Exhibit 1**.

10 2. Plaintiffs request the Court take judicial notice of the Declaration of Eloise Iyar in
11 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement which was filed
12 on August 10, 2023. For the Court's convenience, a true and correct copy of the Declaration is
13 attached hereto as **Exhibit 2**.

14 3. Plaintiffs request the Court take judicial notice of the Declaration of Gloria
15 Nazareno in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement
16 which was filed on August 10, 2023. For the Court's convenience, a true and correct copy of the
17 Stipulation and Order is attached hereto as **Exhibit 3**.
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21 DATED: January 17, 2024

SCHOECH LAW GROUP, PC

22
23 By: 

24 MATTHEW R. SCHOECH
25 Attorneys for Plaintiff
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EXHIBIT 1

1 MATTHEW R. SCHOECH (SBN 234774)
2 **SCHOECH LAW GROUP, PC**
3 3511 Del Paso Rd., Ste. 160 PMB 227
4 Sacramento, CA 95834
5 Tel: (916) 569-1940 Fax: (916) 569-1939
6 Email: matt@norcallawfirm.com

7 GLEN A. VAN DYKE (SBN 183796)
8 MEGAN DEHERRERA (SBN 306646)
9 **VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC**
10 11025 Pioneer Trail, Ste. 101A
11 Truckee, California 96161
12 Tel: (530) 214-3667
13 Email: glen@vdlitigation.com, megan@vdlitigation.com

14 Attorneys for Plaintiff

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

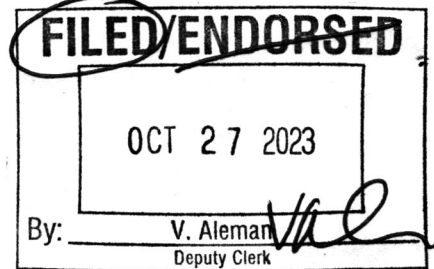
GLORIA NAZARENO, an individual, and
ELOISE IYAR, an individual, acting on behalf of
themselves and a class of similarly situated
employees,

Plaintiffs,

vs.

ANAND, INC. d/b/a/ JACK IN THE BOX, a
California Corporation, and DOES 1 through 100,
inclusive,

Defendants.



Case No. 34-2020-00278363

CLASS ACTION

[PROPOSED] ORDER ON PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: September 1, 2023
Time: 9:00 a.m.
Dept.: 28
Judge: Hon. Lauri A. Damrell

Complaint filed: May 8, 2020
Trial Date: Not Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action Settlement ("Motion") in the above
3 referenced case came before this Court on September 1, 2023, in Department 28, before the
4 Honorable Lauri A. Damrell, presiding. Appearing at the hearing were Matthew R. Schoech, Esq.,
5 for Plaintiffs, Gloria Nazareno, Eloise Iyar and Class Members (collectively "Plaintiffs") and
6 Damien P. DeLaney, Esq., for Defendant, Anand, Inc. dba Jack in the Box ("Defendant").

7 The Court has considered the Motion and Joint Stipulation of Class Action Settlement
8 ("Settlement Agreement") and all other papers filed in this action.

9 IT IS HEREBY ORDERED:

10 1. This Court finds that the commonality, predominance, and typicality requirements
11 are satisfied and certifies the class for settlement purposes;

12 2. This Court grants preliminary approval of the Settlement Agreement between
13 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate and
14 reasonable to the Class;

15 3. The Court orders that the release language shall be modified to the following
16 language:

17 a. "Class Members' Released Claims" are defined as "all claims contained in the
18 Complaint and any additional wage and hour claims that reasonably could have
19 been brought based on the factual allegations contained in the operative
20 Complaint, through the Class Period." (Settlement Agreement, ¶ 1.32.)

21 b. "Released PAGA Claims" are defined as "any and all claims that were brought
22 under the Private Attorneys General Act, Labor Code § 2698 et seq., in the
23 Complaint or that reasonably could have been brought based on the factual
24 allegations contained in the Complaint and/or PAGA Notice during the PAGA
25 Claim Period." (Settlement Agreement, ¶ 1.34.)

26 c. The Settlement Agreement shall be amended allow for a 180-day check cashing
27 period.

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1 d. The Settlement Agreement shall be amended to clarify that Aggrieved Employees
2 have 60 days to submit a Claim Form, object, dispute their workweeks, or opt-
3 out of the Settlement.

4 4. The Class Representatives, Gloria Nazareno and Eloise Iyar, and Defendant
5 (hereafter, "Settling Parties"), through their counsel of record in this Action, have reached an
6 agreement to settle all claims in the Action on behalf of the Class (as defined below and in the
7 Settlement Agreement) as a whole;

8 5. The Court hereby conditionally certifies the following Class for settlement purposes
9 only:

10 All individuals in California who have, or continue to, perform work for Defendant,
11 Anand, Inc., from April 6, 2016, up to the date a signed order preliminarily
approving the settlement is filed.

12 6. Should for whatever reason the Settlement Agreement not become final, the fact that
13 the parties were willing to stipulate to certification of a class as part of the Settlement Agreement
14 shall have no bearing on or be admissible in connection with, the Action or the issue of whether a
15 class should be certified in a non-settlement context.

16 7. The Court appoints and designates: (a) Plaintiffs Gloria Nazareno and Eloise Iyar as
17 the Class Representatives; and (b) all of the lawyers at Schoech Law Group, PC, and Van Dyke
18 Litigation and Trial Attorneys, PC, specifically including but not limited to Matthew Schoech, as
19 Class Counsel; Class Counsel is authorized to act on behalf of the Class with respect to all acts or
20 consents required by, or which may be given, pursuant to the Settlement Agreement, and such other
21 acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member
22 who does not enter an appearance or appear on his or her own behalf will be represented by Class
23 Counsel.

24 8. The Court hereby approves the terms and conditions provided for in the Settlement
25 Agreement. The Court finds that on a preliminary basis the Settlement Agreement, including the
26 Gross Settlement Amount of \$260,000, falls within the range of reasonableness of a settlement, and
27 appears to be presumptively valid, subject only to any objections that may be raised at the final
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1 fairness hearing and final approval by the Court. It appears to the Court on preliminary basis that
2 the settlement is fair, adequate, and reasonable to all potential Class Members when balanced against
3 the probable outcome of further litigation relating to liability and damages issues. It also appears
4 that investigation, research and analysis have been conducted so that counsel for the Settling Parties
5 are able to reasonably evaluate their respective positions. It appears to the Court that settlement at
6 this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay and
7 risks that would be presented by the further prosecution of the Action. It also appears that settlement
8 has been reached as a result of serious, adversarial, and non-collusive arm's length negotiations.

9 9. The Court hereby approves, as to form and content, the Class Notice which the Parties
10 have revised to incorporate the revisions the Court ordered in the tentative ruling on August 31,
11 2023. The Class Notice which is attached as Exhibit 1, hereto, is approved to be sent to Class
12 Members,

13 10. The Court hereby approves, as to form and content, the Claim Form to be sent to
14 Class Members (along with the Class Notice), which is attached as Exhibit 4 to the Second
15 Supplemental Declaration of Matthew R. Schoech in Support of the Motion.

16 11. The Court further finds that the Class Notice and Claim Form shall be sent in both
17 English and Spanish to Class Members and that the distribution of the Class Notice and Claim Form
18 are substantially in the manner and form set forth in the Settlement Agreement and this Order meets
19 the requirements of due process and shall constitute due and sufficient notice to all parties thereto.

20 12. The Court appoints and designates ILYM Group, Inc., as the Claims Administrator.
21 The Court hereby directs the Claims Administrator to mail the Class Notice and Claim Form to Class
22 Members by first class mail, using the procedures set forth in the Settlement Agreement.

23 13. Class Members must submit a timely and valid Claim Form to the Claims
24 Administrator using the procedure set forth in the Settlement Agreement in order to become a
25 Qualified Claimant and receive compensation from the Net Settlement Sum as set forth in the
26 Settlement Agreement.

1 14. Any Class Member may choose to opt out of and be excluded from the settlement as
2 provided in the Settlement Agreement and Class Notice by following the instructions to request
3 exclusion. Any person who timely and properly opts out of the settlement will not be bound by the
4 Settlement Agreement or have any right to object, appeal, or comment thereon. Any opt out request
5 must be in writing and signed by each such Class Member opting out and must otherwise comply
6 with the requirements delineated in the Notice of Settlement. Class Members who have not
7 requested exclusion by submitting a valid and timely opt out request by the opt out deadline shall be
8 bound by all determinations of the Court, the Settlement Agreement, and Judgment.

9 15. The Court preliminarily approves that ten percent (10%) of each Qualified Claimants'
10 Claim Amount shall be allocated for payment of disputed wages and shall be subject to required
11 payroll taxes. Qualified Claimants shall receive an IRS Form W-2 for reporting of this portion of
12 their Claim Amount. The remaining ninety percent (90%) of each Qualified Claimants' Claim
13 Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be
14 deducted for any payroll taxes. This portion of the Claim Amount consists of other income, not
15 wages, for which the Qualified Claimants shall receive an IRS Form 1099-MISC.

16 16. Any Class Member may object to the Settlement Agreement or express his or her
17 views regarding the Settlement Agreement, and may present evidence and file briefs or other papers
18 that may be proper and relevant to the issues to be heard and determined by the court as provided in
19 the Class Notice.

20 17. The Court preliminarily approves Claims Administration Costs in an amount not to
21 exceed \$17,650.

22 18. The Court finds that the funds associated with any uncashed settlement checks should
23 be tendered to the State Controller's Unclaimed Property Fund in the name of the Qualified Claimant
24 and/or Aggrieved Employee. Any funds above the 40% threshold for which no claims are made and
25 no checks are issued may revert to Defendant.

26 19. The Court preliminarily and conditionally approves an Enhancement Payment of
27 \$5,000 each to the Class Representatives for a total of \$10,000.

1 20. The Court preliminarily approves Class Counsel's application for payment of
2 attorneys' fees in the amount of \$86,666.67 (33 1/3% of the Gross Settlement Amount) and payment
3 of reasonable costs not to exceed \$23,000.

4 21. The Court preliminarily approves that \$10,000 of the Maximum Gross Settlement
5 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the
6 PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved
7 Employees on a pro rata basis.

8 22. A final fairness hearing on the question of whether the proposed Settlement
9 Agreement, the allocation of payments to Class Members, award of attorneys' fees to Class Counsel,
10 Claims Administration Costs, and Class Representative Enhancement Payment should be finally
11 approved as fair, reasonable, and adequate as to the members of the Class is hereby set for February
12 9, 2024, at 9:00 a.m. in Department 28 of the Gordon D. Schaber Superior Court.

13 23. The Court orders the implementation schedule per the terms of the Settlement
14 Agreement.

15 24. As of the date this Order is signed, all dates and deadlines associated with this Action
16 shall be stayed, other than those contemplated herein and in the Settlement Agreement and pertaining
17 to the administration of the Settlement Agreement.

18 25. The Motion for Final Approval shall be filed by the Class Representative no later
19 than sixteen (16) court days before the Settlement Fairness Hearing.

20 26. It is further ordered that to facilitate administration of this Settlement, all Class
21 Members, including Plaintiff, are hereby enjoined from filing or prosecuting any claims, cases, suits
22 or administrative proceedings (including filing or pursuing claims with the California Division of
23 Labor Standards Enforcement) regarding claims released by the Settlement Agreement, unless and
24 until such Class Member has filed valid and timely written requests for exclusion with the Settlement
25 Administrator and the time for exclusion to the Settlement Administrator has elapsed.

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IT IS SO ORDERED.

DATED: 10/27/23



A handwritten signature in dark ink, appearing to read "Lauri A. Damrell", written over a horizontal line.

Hon. Lauri A. Damrell
Superior Court of California

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

GLORIA NAZARENO, et al.,	)	CASE NO. 34-2020-00278363
	)	
Plaintiffs,	)	NOTICE OF PROPOSED CLASS AND PAGA
vs.	)	SETTLEMENT, AND HEARING DATE FOR
	)	FINAL COURT APPROVAL OF SETTLEMENT
ANAND, INC, dba JACK IN THE BOX et al.,	)	
	)	
Defendants.	)	
	)	
	)	
	)	
	)	
	)	

ATTENTION: all non-exempt employees who have or continue to work for Defendant from April 6, 2016, through [Preliminary Approval Date] ("Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW. TO RECEIVE A SETTLEMENT AWARD, YOU MUST FILL OUT THE ENCLOSED CLAIM FORM AND MAIL IT TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [DATE].

Pursuant to an order from the Sacramento County Superior Court ("Court") granting preliminary approval of this class action settlement, entered on _____, you are receiving notice of a proposed class action settlement between Plaintiffs Gloria Nazareno and Eloise Iyar ("Plaintiffs" or "Class Representatives"), and Defendant Anand, Inc. ("Defendant") on behalf of Class Members as defined above. You are receiving this notice because Defendant's records indicate you fall within the definition of "Class Member." Defendant's records also indicate that you worked _____ workweeks during the applicable Class Period (as defined below), which means your share of the settlement proceeds is estimated to be _____. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

The Lawsuit, filed by Gloria Nazareno and Eloise Iyar ("Plaintiffs") on May 8, 2020, claimed that Defendant did not correctly pay its non-exempt employees for all hours worked, did not provide accurate wage statements as required by the California Labor Code, did not timely pay their final wages when their employment ended, and did not provide lawful meal and rest periods, or pay compensation for non-compliant breaks. The Lawsuit also sought civil penalties pursuant to the Private Attorneys General Act of 2004 and equitable relief under the Unfair Competition

Law.

Defendants have denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in two full day mediations facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all allegations and claims. Defendant has entered into this settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement.

The Parties have entered into a *Joint Stipulation of Class and PAGA Settlement* ("Agreement"), which has been preliminarily approved by the Court. The Agreement applies to any and all Class Members as defined above. "Class Member" does not include persons who submit valid request to opt out (as explained below). If you are a Class Member, you have the opportunity to participate in the settlement, or to exclude yourself ("opt out") from the settlement. This notice is to advise you of how you can either participate in the settlement or be excluded from the settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants agrees to pay a maximum total sum of Two Hundred and Sixty Thousand Dollars (\$260,000) ("Maximum Gross Settlement Amount") on a claims made basis. Deducted from this Maximum Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed 33 1/3% of the Maximum Gross Settlement Amount which equals \$86,666.67, attorneys' costs not to exceed \$23,000, Claims Administrator Costs estimated not to exceed \$17,650, Class Representatives' Enhancement Payment of \$5,000 each, and \$10,000 for the settlement of alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members who have timely submitted a Claim Form, which is enclosed in this mailing. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition the amount paid by Defendant to fund the settlement, which includes all payments to Qualifying Class Members (defined as those Class Members who submit timely claims) and/or Qualifying Aggrieved Employees, payment to the LWDA for settling the PAGA claims, any Class Representative Enhancement Payments, attorneys' fees, costs, and Claims Administrator Costs as approved by the Court. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees, which are defined as:

All individuals in California who have, or continue to, perform work for Defendant Anand, Inc. from April 6, 2019 up to [Preliminary Approval Date]

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment ("Claim Amount") is stated on the first page of this notice and the enclosed Claim Form. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA claims.

B. Claim Amounts and Allocation Between Class Members and Aggrieved Employees

Defendant will pay Claim Amounts through the Claims Administrator, as described below, to each Class Member who has timely submitted a Claim Form and who does not opt out of the settlement as well as to Aggrieved Employees. All Claim Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Claim Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 90% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC will issue and 10% for disputed wages for which IRS Forms W-2 will issue. The PAGA

Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Class Members who do not opt out will require the submission of a Claim Form. Class Members who timely submit a Claim Form and who do not opt out are referred to as "Qualified Claimants" under the terms of the Agreement. Payment to Aggrieved Employees of their share of the PAGA Payment will not require the submission of a Claim Form. Each Qualified Claimant's share of the Net Settlement Amount shall be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Defendants shall pay out at least 40% of the Net Settlement Amount regardless of the claims rate. If less than 40% of the Net Settlement Amount is claimed by Qualified Claimants, the Qualified Claimants will have their individual shares of the Net Settlement Amount increased, pro rata, until 40% of the Net Settlement Amount is distributed. Any portion of the Net Settlement Amount in excess of the minimum 40% threshold that is not claimed by Qualified Claimants shall remain the property of Defendants.

For any portion of the Net Settlement Amount or PAGA Payment allocated to Qualified Claimants and/or Aggrieved Employees where the settlement checks remain uncashed after 180 days will be tendered to the State Controller's Unclaimed Property Fund in the name of the Qualified Claimant and/or Aggrieved Employee. Any funds above the 40% threshold for which no claims are made and no checks are issued may revert to Defendant.

Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Claims Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Claims Administrator. Defendant's records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than _____. The dispute will be resolved by the Claims Administrator based on the records and evidence provided. The Claims Administrator's decision on all disputes will be final and binding.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released all claims contained in the Complaint and any additional wage and hour claims that reasonably could have been brought based on the factual allegations contained in the operative Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Class Members' Released Claims exclude claims for workers' compensation or unemployment insurance benefits.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code § 2698 et seq., in the Complaint or that reasonably could have been brought based on the factual allegations contained in the Complaint and/or PAGA Notice during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include means Defendant, as well as Defendant's officers, shareholders, directors, owners, agents, current and former employees, attorneys, and insurers, predecessors or successors, or any alleged joint employer or alter-ego of Defendant.

Class Members can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if Class Members have questions about the released claims and what they mean.

E. Attorneys' Fees and Costs

Defendant have agreed to pay Class Counsel's attorneys' fees and costs to be approved by the Court, up to a maximum of 33 1/3% of the Maximum Gross Settlement Amount which equals \$86,667.00 and attorneys' costs not to exceed \$23,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement

If you wish to participate in the settlement you must complete and return the enclosed Claim Form post marked no later than [date]. Failure to timely submit a Claim Form without opting out of the settlement will cause you to be bound by release of claims identified above, but you will not receive any share of the Net Settlement Amount.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the settlement, you may be excluded (*i.e.*, "opt out") by submitting a timely written request to the Claims Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the settlement, and/or wants to be excluded from this settlement; (c) identify the case name and number (*i.e. Nazareno et al. v. Anand, Inc.*, Sacramento County Superior Court Case No. 34-2020-00278363); (d) be signed; and (e) be post-marked no later than _____. The request to opt out must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

[admin info]

The request to opt out must be postmarked no later than _____. If you submit a request to opt out which is not postmarked by _____, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. If the request to opt out is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Claims Administrator, no longer be a Class Member and not received their share of the class settlement payment. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the settlement, you can object to the terms of the Agreement. However, if the Court rejects your objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify the case name and number (*i.e. Nazareno et al. v. Anand, Inc.*,

Sacramento County Superior Court Case No. 34-2020-00278363) (e) be signed; and (f) be post-marked no later than _____. The objection must be sent to the Claims Administrator at the address identified in section III.B and to counsel for Plaintiffs and Defendant at the addresses identified in section IV of this notice. If you intend to object to the settlement, but wish to receive your share of the Net Settlement Amount, you must timely submit your Claim Form as stated above. If the Court approves the Agreement despite any objections and you have not submitted a Claim Form, you will not receive your share of the Net Settlement Amount.

If you have submitted a written objection as outlined above, you may also appear at the Final Approval Hearing, either in person or through your own attorney, to state your objection. However, you must file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendant. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After final approval of the settlement has been granted by the Court, each and every Class Member who does not opt out of the settlement and Aggrieved Employee, will release Defendant and the Released Parties from the released claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the settlement, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this settlement. If the settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ___, [address] on ____ at ____ to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing, unless you wish to object to the settlement.

VI. ADDITIONAL INFORMATION

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendant's Counsel as follows:

Counsel for Plaintiffs and Class Members

MATTHEW R. SCHOECH, ESQ.
SCHOECH LAW GROUP, PC
3511 DEL PASO ROAD, STE. 160
SACRAMENTO, CA 95835

GLEN A. VAN DYKE, ESQ.
MEGAN DEHERRERA, ESQ.
VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC
940 SOUTHWOOD BLVD., STE 102
INCLINE VILLAGE, NV 89451

Counsel for Defendant

DAMIEN P. DELANEY, ESQ.
AKERMAN LLP
601 W. FIFTH STREET, STE. 300
LOS ANGELES, CA 90071

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

SEP 12 PM 1:21

TOP BOX
FOLD

EXHIBIT 2

FILED/ENDORSED

AUG 10 2023

By: K. Fay
Deputy Clerk

MATTHEW R. SCHOECH (SBN 234774)
SCHOECH LAW GROUP, PC
3511 Del Paso Rd., Ste. 160 PMB 227
Sacramento, CA 95835
Tel: (916) 569-1940 Fax: (916) 569-1939
Email: matt@norcallawfirm.com

GLEN A. VAN DYKE, (SBN 183796)
MEGAN DEHERRERA (SBN 306646)
VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC
940 Southwood Blvd., Ste. 102
Incline Village, NV 89451
Tel: (530) 214-3667
Email: glen@vdlitigation.com
megan@vdlitigation.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

GLORIA NAZARENO, et al.,

Plaintiffs,

vs.

ANAND, INC, dba JACK IN THE BOX et al.,

Defendants.

) Case No. 34-2020-00278363

) CLASS ACTION

) **DECLARATION OF ELOISE IYAR IN**
) **SUPPORT OF PLAINTIFFS' MOTION**
) **FOR PRELIMINARY APPROVAL OF**
) **CLASS ACTION SETTLEMENT**

) Date: September 1, 2023

) Time: 9:00 a.m.

) Dept.: 28

) Judge: Hon. Lauri A. Damrell

) Complaint filed: May 8, 2020

) Trial Date: Not Set

BY FAX

1 I, Eloise Iyar, declare as follows:

2 1. I am over eighteen years old and I have personal knowledge of the following facts
3 and if called as a witness, I could and would testify competently to them. I am a Class
4 Representative in the above-captioned action against Defendant, Anand, Inc. ("Defendant"). I
5 make this declaration in support of the Motion for Preliminary Approval of Class Action
6 Settlement.
7

8 2. I am currently not a party to, nor have I been a party to at any time during the course
9 of this litigation, any cases which are similar to the above-entitled case pending in other
10 jurisdictions or courts.
11

12 3. I worked as a non-exempt employee for Defendant from November 2017 until April
13 2020.

14 4. I worked with my attorneys to inform them about the nature of my claims including
15 the facts surrounding my missed meal breaks, laundering my uniform, and my overall duties at my
16 job with Defendant. I learned about the litigation process and what my risks and responsibilities
17 would be as a class representative. I learned that I could potentially be responsible for the
18 Defendant's necessary litigation costs and potentially attorneys' fees if we were to lose the case. I
19 also learned that pursuing the lawsuit on a class basis would potentially take longer than if I were
20 to pursue the claims directly with the Department of Industrial Relations or by way of an individual
21 lawsuit.
22

23 5. I worked with and was in communication with my attorneys throughout the
24 prosecution of this lawsuit. I reviewed the Defendant's written policies with my attorneys and
25 went over how their practices greatly differed from their written policies.
26

27 6. I was also actively involved in the litigation process and worked with the attorneys
28

1 to provide settlement authority necessary to assist with the settlement negotiations, conferred with
2 my attorneys' during two full day mediations, and spoke to my attorneys throughout the process.
3 I reviewed the terms of the proposed settlement and accepted them after conferring with my
4 attorneys to make sure that I understood the terms.

5 7. Based on my attorneys' evaluation and recommendation, and my own review, I
6 believe the settlement is fair and reasonable and adequately compensates Class Members, and my
7 support for the settlement is not contingent upon my receipt of an Enhancement Payment.
8

9 8. I have been continually involved in this litigation since this case was filed over
10 three years ago, and over the course of this litigation I have spent a significant amount of time
11 conferring and working with my attorneys on the prosecution of my claims, responding to their
12 inquiries, and evaluating the settlement and related documents.
13

14 9. In total, I would estimate that I have spent over 20-25 hours on the above tasks.

15 10. I believe my negotiated Enhancement Payment of \$5,000 is reasonable
16 compensation for my services on behalf of Class Members, and for the general release that I am
17 required to provide Defendants as a condition of settlement, which has independent value and
18 which I believe makes up a major fraction of the value of the Enhancement Payment. The
19 Enhancement Payment is thus fair and reasonable compensation for my effort in bringing the
20 action, assisting my attorneys with the litigation, regularly conferring with my attorneys on the
21 status of the case and the strategies for prosecuting the claims, reviewing the proposed settlement
22 to ensure that its terms are fair, and providing Defendant with a general release of all claims I may
23 have against it.
24
25

26 11. I understand that an Enhancement Payment is not guaranteed and is subject to court
27 approval. My opinion about the fairness of the settlement is no based on this potential payment.
28

12. I believe I did the right thing in pursuing this case and while I have paid a price for the greater good of the other past and present employees, I believe we will now obtain some relief through the terms of the proposed settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on Aug 9, 2023, at Sacramento, California.

Eloise Iyar (Aug 9, 2023 20:44 GMT+9)

Eloise Iyar

Motion for Prelim Approval.IYAR DEC

Final Audit Report

2023-08-09

Created:	2023-08-07
By:	Matthew Schoech (matt@norcallawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwXroBPArwlHOV3OrlBWJTsmBl-uZqS0

"Motion for Prelim Approval.IYAR DEC" History

-  Document created by Matthew Schoech (matt@norcallawfirm.com)
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-  Document emailed to lesaiiyar@gmail.com for signature
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-  Email viewed by lesaiiyar@gmail.com
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-  Signer lesaiiyar@gmail.com entered name at signing as Eloise Iyar
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-  Document e-signed by Eloise Iyar (lesaiiyar@gmail.com)
Signature Date: 2023-08-09 - 11:44:36 AM GMT - Time Source: server- IP address: 202.124.230.226
-  Agreement completed.
2023-08-09 - 11:44:36 AM GMT



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EXHIBIT 3

1 MATTHEW R. SCHOECH (SBN 234774)
2 **SCHOECH LAW GROUP, PC**
3 3511 Del Paso Rd., Ste. 160 PMB 227
4 Sacramento, CA 95835
5 Tel: (916) 569-1940 Fax: (916) 569-1939
6 Email: matt@norcallawfirm.com

7 GLEN A. VAN DYKE, (SBN 183796)
8 MEGAN DEHERRERA (SBN 306646)
9 **VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC**
10 940 Southwood Blvd., Ste. 102
11 Incline Village, NV 89451
12 Tel: (530) 214-3667
13 Email: glen@vdlitigation.com
14 megan@vdlitigation.com

15 Attorneys for Plaintiffs

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF SACRAMENTO**

18 GLORIA NAZARENO, et al.,
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) **DECLARATION OF GLORIA**
) **NAZARENO IN SUPPORT OF**
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) **PRELIMINARY APPROVAL OF**
) **CLASS ACTION SETTLEMENT**
)

) Date: September 1, 2023
) Time: 9:00 a.m.
) Dept.: 28
) Judge: Hon. Lauri A. Damrell
)
) Complaint filed: May 8, 2020
) Trial Date: Not Set
)
)
)

BY FAX

1 1. I am over eighteen years old and I have personal knowledge of the following facts
2 and if called as a witness, I could and would testify competently to them. I am a Class
3 Representative in the above-captioned action against Defendant, Anand, Inc. ("Defendant"). I
4 make this declaration in support of the Motion for Preliminary Approval of Class Action
5 Settlement.
6

7 2. I am currently not a party to, nor have I been a party to at any time during the course
8 of this litigation, any cases which are similar to the above-entitled case pending in other
9 jurisdictions or courts.
10

11 3. I worked as a non-exempt employee for Defendant from June 2014 until April
12 2020.
13

14 4. The attorneys at Schoech Law Group ("SLG") and I had multiple telephone
15 conferences and emails about the factual and legal bases for the claims that we were pursuing in
16 this action.
17

18 5. I learned that a lot of work would be required of me as a class/collective
19 representative, including providing the attorneys with the underlying facts of the case (policies and
20 practices relating to meal breaks, or lack thereof, my costs of laundering my uniform, and my pay
21 stubs), reviewing pleadings and motions, attending mediations, reviewing settlement agreements,
22 and participating in discovery.
23

24 6. I worked closely with my attorneys to educate myself regarding how the claims
25 would be litigated and the nature of complex/representative litigation and my role as one of the
26 class representatives. For example, I understood that as a class representative, I would be seeking
27 compensation not just for myself but for all other past and present employees of Defendant who
28 did not receive their legally mandated breaks which was my primary concern when bringing this

lawsuit.

7. I also understood the risks of litigation, including being potentially liable for Defendants' fees and costs if the lawsuit was unsuccessful, that the lawsuit could continue for several years, and that it would be public knowledge that I was involved in a class action lawsuit. I also understood that my own claim for damages would be delayed because I was proceeding in an action for all other past and present employees in my position. Even with this knowledge, I was willing to serve as class representative because I believed Defendant owed me and other employees for compensation for our missed breaks.

8. After spending several hours providing my attorneys with important facts in this case, my attorneys provided me with a draft of the pleadings for my review and approval. I spent a significant amount of time closely reviewing the pleadings to ensure accuracy and completeness, and my attorneys filed the pleadings only after I had approved its content.

9. Following the filing, I collaborated with my attorneys on the prosecution of my claims, including providing my attorneys with information about the missed meal breaks, my uniform expenses, my pay stubs, and the policies of Defendant relating to such, which helped them craft written discovery that was sent to the Defendant. I also assisted them in evaluating the potential damages in this case and often contacted my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in prosecuting the claims.

10. I was also actively involved in the litigation process and worked with the attorneys to provide settlement authority necessary to assist with the settlement negotiations, conferred with my attorneys' during two full day mediations, and spoke to my attorneys throughout the process. I ultimately approved of the settlement that was reached as a result of the negotiations.

11. I have carefully reviewed the terms of the proposed settlement. I accepted the

1 settlement only after I had spent time evaluating the proposed outcome to assure that it was fair.
2 Based on my attorneys' evaluation and recommendation, and my own review, I believe the
3 settlement is fair and reasonable and adequately compensates Class Members, and my support for
4 the settlement is not contingent upon my receipt of an Enhancement Payment.

5 12. In summary, I have been continually involved in this litigation since this case was
6 filed over three years ago, and over the course of this litigation I have spent a significant amount
7 of time conferring and working with my attorneys on the prosecution of my claims, responding to
8 their inquiries, and evaluating the settlement and related documents.

9 13. In total, I would estimate that I have spent approximately 25-30 hours on the above
10 tasks over the past three years that the lawsuit has been proceeding.

11 14. I believe my negotiated Enhancement Payment of \$5,000 is reasonable
12 compensation for my services on behalf of Class Members, and for the general release that I am
13 required to provide Defendants as a condition of settlement, which has independent value and
14 which I believe makes up a major fraction of the value of the Enhancement Payment. The
15 Enhancement Payment is thus fair and reasonable compensation for my effort in bringing the
16 action, assisting my attorneys with the litigation, regularly conferring with my attorneys on the
17 status of the case and the strategies for prosecuting the claims, reviewing the proposed settlement
18 to ensure that its terms are fair, and providing Defendant with a general release of all claims I may
19 have against it.

20 15. I understand that an Enhancement Payment is not guaranteed and is subject to court
21 approval. My opinion about the fairness of the settlement is no based on this potential payment.

22 16. I believe I did the right thing in pursuing this case and while I have paid a price for
23 the greater good of the other past and present employees, I believe we will now obtain some relief
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1 through the terms of the proposed settlement.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct, and that this declaration was executed on August 7, 2023, at
4 Sacramento, California.

5 
6 Gloria Nazareno (Aug 7, 2023 15:12 PDT)

7 Gloria Nazareno
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