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Attorneys for Plaintiff JASON THAO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JASON THAO, individually and on behalf of all other similarly situated employees,

Plaintiff,

vs.

PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 2 to 100, inclusive,

Defendants.

Case No. 23CV005801

Assigned for All Purposes to Hon. Jill H. Talley
Department 8A

DECLARATION OF JUSTIN P. RODRIGUEZ IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Reservation No. A-05801-003

Date: December 11, 2026
Time: 9:00 a.m.
Dept.: 8A
Judge: Hon. Jill H. Talley

Filed: August 1, 2023
FAC Filed: February 13, 2025
Trial Date: None Set

I, Justin P. Rodriguez, declare:

1. I am an attorney at law duly admitted to practice before all the courts of the State of California and an attorney of record for Plaintiff Jason Thao ("Plaintiff") herein. I am making this declaration on behalf of Plaintiff, and in support of Plaintiff's Motion to Approve Private Attorneys General Act Settlement. Pursuant to the Rule 2.99.05 of the Local Rules for the Superior Court of California, County of Sacramento, I have reviewed the Court's class action and PAGA settlement checklist and believe I have prepared the moving papers in compliance with the checklist as well as the California Rules of Court. A true and correct copy of the Private Attorneys General Act Settlement is being filed with this Motion as Exhibit A.

2. This case was brought as a Private Attorneys General Act ("PAGA") lawsuit based on Plaintiff's contention that Defendants Pittsburg Wholesale Grocers, Inc. and Pacific Groservice, Inc., (doing business as "Pitco Foods"), Peri Navab, David Luttway and Reza Neghabat ("Defendants") violated California law by failing to pay overtime wages, failing to pay minimum wages, failing to provide meal periods or pay premiums in lieu thereof, failing to provide rest periods or pay premiums in lieu thereof, failing to provide accurate wage statements, failing to pay final wages, violating Labor Code sections 558, 558.1 regarding provisions regulating hours and days of work in any Industrial Welfare Commission Order, failing to maintain accurate records, failing to provide sick leave, and failing to pay vested vacation time. These claims primarily stemmed from Plaintiff's allegations that Defendants violated California law by 1) failing to incorporate the value of nondiscretionary bonuses into Plaintiff's and Aggrieved Employees' regular rates of pay for the purpose of calculating overtime wages, meal and rest premiums, and paid sick time; 2) failing to provide Plaintiff and Aggrieved Employees with all legally compliant meal and rest periods, resulting in off-the-clock work and unpaid meal and rest period premiums; 3) providing Plaintiff and Aggrieved Employees with a maximum of two rest periods per shift regardless of their hours worked; 4) failing to keep accurate records of Plaintiff and Aggrieved Employees' hours worked and meal periods; and 5) deducting Plaintiff's and Aggrieved Employees' hours worked for time it believed was in excess of authorized rest periods without any notice to employees.

3. Plaintiff is the only named representative in this matter. We began investigating the claims on March 15, 2023, which included interviewing Plaintiff, reviewing their documents, and seeking out potential witnesses to corroborate the claims. From our initial investigations of Plaintiff's claims and documents, we believed these claims had merit and could be maintained as a PAGA action. Plaintiff exhausted administrative remedies through the Labor and Workforce Development Agency ("LWDA") in order to pursue penalties under the PAGA. Plaintiff filed a notice with the LWDA on May 26, 2023, setting forth the facts and theories of liability. A copy of the notice was also sent to Defendants via certified mail and the $75.00 filing fee was remitted to the LWDA at the same time. Plaintiff filed a Complaint in Sacramento Superior Court on August 1, 2023. Plaintiff filed an amended notice with LWDA on July 1, 2024, setting forth additional clarifying facts and theories of liability. Plaintiff filed a First Amended Complaint on February 13, 2025. A copy of the notice was also sent to Defendants via certified mail at the time the amended notice was filed. Copies of the Complaint and First Amended Complaint were uploaded to the LWDA after receiving file stamped copies back from Court.

4. The lawsuit was brought to litigate PAGA claims against Pitco Foods, including any entities doing business under this trade name as Plaintiff contends they are all part of one integrated operation and are joint employers. During this litigation, we learned that Pacific Groservice, Inc., also does business under the trade name Pitco Foods. A second amended notice was filed with the LWDA on March 24, 2026, identifying Pacific Groservice, Inc. as an additional employer liable under the PAGA. The March 24, 2026, notice added details regarding Pacific Groservice, Inc., being a joint employer and part of an integrated enterprise with Pittsburg Wholesale Grocers, Inc., including that Pittsburg Wholesale Grocers, Inc. and Pacific Groservice, Inc., both do business as, and hold themselves out to the public as, Pitco Foods. Pittsburg Wholesale Grocers, Inc. and Pacific Groservice, Inc., utilize the same employee handbooks, wage and hour policies, and share officers and directors, including Peri Navab, David Luttway, and Reza Neghabat. The initial and first amended notice letters to the LWDA were also sent to the same office address maintained by Pacific Groservice, Inc. There was no response by the LWDA to either the May 26, 2023, July 1, 2024, or March 24, 2026, notices for more than 65 days after their filing and Defendants did not utilize the cure procedures under the statute.

As such, Plaintiff has been authorized to litigate the claims for civil penalties raised in this lawsuit. Plaintiff filed a DOE amendment on June 15, 2026, naming Pacific Groservice, Inc. as DOE 1 and a filed stamped copy of the DOE amendment was uploaded to the LWDA after it was received back from Court. A true and correct copy of Plaintiff's operative First Amended Complaint and the DOE amendment are being filed with this Motion as Exhibit B. A true and correct copy of the May 26, 2023, July 1, 2024, and March 24, 2026, notices to the LWDA are being filed with this Motion as Exhibit C.

5. Currently, there is no trial date set in this matter.

6. Because the settlement is a PAGA only settlement, no certification procedures need to occur in the context of approving the Agreement pursuant to *Arias v. Superior Court*, 46 Cal.4th 969, 975 (2009) and California Labor Code section 2699(l)(2).[1] The settlement notice being provided to employees within the PAGA settlement identifies the scope of the settlement and that no other claims, class or otherwise, are being compromised as part of the settlement.

7. Defendants are represented in this matter by Jackson Lewis P.C. From the beginning, Defendants have contested the merits of this case, the manageability of the case at trial, and Plaintiff's ability to prove a violation in each pay period for each employee among other defenses and contentions they made challenging the propriety of this action. Defendants further contended that, even assuming there was a finding supporting the imposition of PAGA penalties, the Court would likely exercise its discretion to substantially reduce any such penalties owed based on evidence of good faith attempts to comply with Labor Code obligations by Defendants. Notwithstanding the agreement to settle this matter, Defendants believe the practices Plaintiff is contending are unlawful either do not exist or, to the extent they do exist, fully comply with all state and federal employment laws with respect to Plaintiff and Aggrieved Employees.

8. We have reviewed a substantial number of documents and formal and informal discovery during our investigation of the claims. Based on the expected testimony from Plaintiff and Aggrieved Employees, a review of Defendants' policies and procedures and other documents relating to the alleged

[1] Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the initial PAGA notice in this case predates this, all further references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

claims, information on the number of Aggrieved Employees, Aggrieved Employees' total pay periods within the PAGA Claim Period, the number of Aggrieved Employees who separated employment within one (1) year of this case being filed, and a representative sample of Aggrieved Employees' payroll data, the scope of the potential penalties at issue in light of the claims alleged, the Court's statutorily authorized discretion to reduce any penalties assessed, and the negotiations that have taken place, I am convinced that the proposed settlement is in the best interest of Aggrieved Employees and the LWDA. The length and risk of continued litigation and trial, as well as other normal perils of complex litigation that impact the value of the claims, were also considered and weighed in reaching the Agreement. These risks were also exacerbated in this case in that it would have been necessary for Plaintiff to litigate the existence of violations for numerous individual Aggrieved Employees in each pay period that they worked. In addition, I carefully considered the difficulties of complex litigation, and the lengthy process of establishing specific damages and various possible delays and appeals in agreeing to the proposed settlement. I further considered the fact that penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was successful on proving those claims and there was risk that a Court could find no willfulness in the failure to pay wages at separation or the existence of a good faith dispute, which would eliminate the value of several claims entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to Aggrieved Employees and the LWDA now rather than to proceed with litigation and potentially obtain zero funds due to legal or factual issues.

9. My office, including my partner, Galen T. Shimoda, our paralegals, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims and potential damages for such claims. The parties engaged in formal and informal discovery and exchange of documents that included, but was not limited to, a representative sampling of employee data, including, but not limited to, time records, paystubs, and payroll summaries, relevant handbooks, bulletins, and memoranda containing Defendants' policies for the entirety of the statute of limitations applicable to the alleged claims. Review of this data included comparing the time records and payroll data with approximately 11 unique pay codes and Defendants' wage and hour policies pay period by pay period, which evolved over the course of the PAGA Claim Period. From this production we were able to determine information critical to a reliable damages analysis such as the average hourly rate, average daily hours

worked, shifts eligible for meal and rest periods and the number of potential shifts that may correspond to liability under our theories of liability, average number of pay periods that had potential violations based on the asserted claims, and the number of former employees. This information allowed my office to assess both liability and damages and create an accurate damages model. Plaintiff assisted in all aspects of this litigation including providing factual information relating to Defendants' employment conditions, potential witness information, and answered questions regarding Defendants' factual contentions in this matter. This was important because it directly related to our ability to maintain this case as a PAGA action and our ability to obtain a favorable settlement for Aggrieved Employees and the LWDA.

10. Throughout this litigation, our office had numerous communications with Defendants' Counsel discussing our respective positions. The parties engaged in mediation on March 9, 2026, using an experienced mediator, Honorable Amy D. Hogue (Ret.). It was only after approximately three (3) years of extensive, arm's length negotiations that the parties were able to reach a settlement, which only occurred after a full-day mediation. The negotiations were, at all times, contentious, adversarial, and at arms-length, though still professional in nature.

11. Based on my office's analysis of the formal and informal discovery outlined above, there were approximately 920 Aggrieved Employees who worked 52,306 pay periods during the PAGA Claim Period, an average base hourly rate of approximately $21.57, and an average overtime rate of approximately $32.36. We did not find any prior Labor Commissioner or Court decisions stating Defendants' practices and/or policies were improper. As such, a "subsequent violation" may not be found for penalty calculation purposes, and the penalty exposure analysis herein is based on an "initial violation" valuation being adopted by any fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-1209 (2008). The following represents the maximum recovery as well as the more realistic range of recovery for each of the PAGA violations alleged by Plaintiff:

a) Failure to Pay Minimum Wages: This portion of the PAGA claim is based on allegations that Defendants failed to pay Plaintiff and Aggrieved Employees at least the minimum wage for all hours worked. Plaintiff alleged that Defendants failed to pay for

time spent during rest periods wherein Aggrieved Employees clocked break time exceeded the 15 minute rest period and Defendant did not provide any notice of the deductions to Plaintiff and Aggrieved Employees. This resulted in unpaid hours worked in approximately 6.7% of all pay periods or 3,505 pay periods in total. Thus, the maximum possible value for this claim is $350,500 (3,505 pay periods x default $100 per pay period per Labor Code section 2699(f)). This amount does not take into account any potential risks with respect to Plaintiff proving the merits or proving a violation occurred in every pay period for every employee. As noted below, the maximum damages calculations for the overtime claim also include a 6.7% violation rate based on the same amount of off-the-clock work. However, every unpaid hour worked in a given week is either an overtime hour (*e.g.* over 8 hours a day and/or 40 hours a week) or it is a non-overtime hour subject to minimum wage requirements. Thus, this may result in overcounting of the number of violations to the extent the same unpaid hour is used as a basis to support a minimum wage and overtime violation in a given pay period. Additionally, Defendants disputed the merits of the claim, arguing that there was no obligation to continuing compensation for time during rest periods that were in excess of the scheduled rest period duration. While we argued that the total duration of the rest periods was still short enough that they were still predominantly for the benefit of the employer, making them compensable, there was no California law directly on point and the federal law focused on rest periods as a whole rather than time during rest periods in excess of a stated duration in an employer policy. *See Aeromotive Metal Products, Inc. v. Wirtz*, 312 F.2d 728 (9th Cir. 1963); 29 C.F.R. § 785.18 (noting rest periods up to 20 minutes are for benefit of employer and are, therefore, compensable time). A further risk to this off-the-clock theory of liability was whether there was sufficient notice that the time would be unpaid if in excess of the 15-minute rest period. There were several different iterations of Defendants' rest period policy that contained language a Court could construe as being sufficient notice. Taking all these factors into account, I believe

a more likely range of recovery for this claim is between $0 to $175,250 (50% to 100% reduction based on risk);

b) Failure to Pay Overtime: This portion of the PAGA claim is based, in part, on the same factual allegations that formed the basis for the minimum wage claims, which are stated above. The second theory of liability for unpaid overtime was that Defendants failed to properly calculate the regular rate of pay for due to the failure to correctly calculate the regular rate of pay when employees earned bonuses. In analyzing the sample data, less than 5% of employees received this bonus and it was only earned and paid out over the first ten months of employment. The violation rate was less than the off-the-clock theory of liability (6.7%) and occurred in pay periods where the off-the-clock theory of liability was already triggered. Thus, the regular rate of pay theory of liability did not increase the maximum potential damages for this overtime claim. Based on the off-the-clock theory of liability, the maximum possible value for this claim is $175,250 (3,505 pay periods x $50 per pay period per Labor Code section 558). For the same reasons stated above regarding civil penalties for unpaid minimum wages, I believe a more realistic range of liability for this claim is between $0 to 87,625 (50% to 100% reduction based on risk);

c) Failure to Provide Meal Periods: This portion of the PAGA claim is based on allegations that Defendants failed to permit meal periods due to work demands. Based on a review of the sample data, Defendants paid a substantial amount of meal period premiums, leaving a net violation rate of approximately 8.7% or 4,551 affected pay periods. Thus, the maximum possible value for this claim is $227,550 (4,551 pay periods x $50 per pay period per Labor Code section 558). This amount does not take into account any potential risks with respect to this claim. Defendants disputed the net violation rate and contended that the implemented time system automatically flagged any potential meal period violations and paid premiums accordingly. Defendants contended that this more likely resulted in an overpayment as the automatic payment did not consider whether there was or was not a violation, but simply paid out a premium as a precaution instead.

Taking these factors into account, I believe a more realistic range of recovery for this claim is between $159,285 to $182,040 (reduction of 20% to 30% based on risk);

d) Failure to Provide Rest Breaks: This portion of the PAGA claim is based, in part, on the same allegations as the meal period claim. Additionally, Plaintiff contended that Defendants' rest period policy was defective for failing to include the "major fraction thereof" authorizing language. Because Defendants had Aggrieved Employee record their rest breaks, we were able to utilize a similar time clock analysis for rest period violations that was used for meal period violations, *e.g.* late, short, or no rest period clocked. Ultimately, the violation with the highest frequency was the failure to pay for all time spent during rest periods due to their being longer than the 15-minute period, *i.e.* 6.7% violation frequency. Thus, the violation rate is the same for rest periods as it was for unpaid minimum wages and overtime based on the time records. The maximum penalties for this claim are approximately $350,500 (3,505 pay periods x default $100 per pay period per Labor Code section 2699(f)). Because this claim is based on the same factual basis as the minimum wage and overtime claims, it is also subject to the same risks as detailed above. However, there is no requirement that an employer keep records of rest periods, so this claim does not benefit from any presumptive violation based on time records under the law like meal period or minimum wage claims do. This presented an even greater risk for Plaintiff's rest period claims than is present for the meal period or minimum wage claims. Taking these factors into account, I believe a more realistic range of recovery for this claim would be between $0 to $70,100 (80% to 100% reduction based on risk);

e) Failure to Pay Sick Leave/Vacation: This portion of the PAGA claim is based on allegations that Defendants' failed to incorporate the value of bonuses when calculating the regular rate of pay for premium purposes such as sick leave, which Defendants paid through their PTO policy. The sample data did not show any bonuses being paid that covered the same period in which any sick leave or PTO was paid. Because the informal discovery showed no violations present, we attributed no value to this claim;

f) Wage Statement Violations: This portion of the PAGA claim is derivative of Plaintiff's overtime, minimum wage, meal period, and rest period claims. The maximum exposure for this claim is $805,500 (8,055 pay periods x default $100 per pay period per Labor Code section 2699(f)). Because this claim is derivative of Plaintiff's other claims, the same risks identified above for the minimum wage, overtime, meal period, and rest period claims apply here as well, substantially affecting the potential value of this claim. Given the factual and legal disputes presented, I believe a more realistic range of recovery would be between $0 to $402,750 (50%-100% reduction to account for potential risk);

g) Waiting Time Penalties: This portion of the PAGA claim is derivative of Plaintiff's overtime, minimum wage, meal period, and rest period claims. The maximum damages for this claim are $1,056,067.20 (204 former employees within the penalty statute of limitations. Calculated the same as waiting time penalties pursuant to Labor Code section 256 [$21.57 average hourly rate x 8-hour day x 30 days = $5,176.80. 204 former employees x $5,176.80 = $1,056,067.20]). This amount does not take into account any potential risks with respect to Plaintiff proving the merits for every formerly employed Aggrieved Employee. Because it is derivative of Plaintiff's claims asserted above, it carries all the same risks as well as a potential good faith dispute defense. *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). In addition to the risks identified above, Defendants disputed whether penalties under this provision should be calculated under the default PAGA penalty or the amount provided by Labor Code section 256 and 203. To the extent the Court agreed with Defendants on the correct penalty valuation, the available damages for this claim would be reduced to $20,400. For the same reasons as stated above, it is likely that a good faith dispute would be found and the value associated with this claim would be eliminated entirely;

h) Failure to Maintain Accurate Records: This portion of the PAGA claims is entirely derivative and overlapping with the PAGA claims identified above. The maximum damages for this claim are $460,000 ($500 x 924 employees within the penalty statute of

limitations per Labor Code section 1174.5). Because this claim is derivative it carries all the same risks identified in the claims above. Additionally, it is unlikely that a Court would award the full value of the potential applicable penalty when the same conduct is being penalized through other statutes. Taking the risks associated with the underlying claims into account, I believe a more realistic range of recovery for this claim is between $30,820 to $70,840 (a reduction commensurate with the violation frequency for the off-the clock and wage statement violation claims, *i.e.* 6.7% to 15.4%);

12. In total, the maximum exposure for PAGA penalties in this case is $3,425,367.20. The more realistic range of damages based on the risks associated with the claims is $190,105 to $988,605. However, in addition to the risks on the merits and disputes regarding the proper valuation of the penalty amounts, I believe the Court may exercise its discretion to reduce PAGA penalties in this case because some of the asserted violations are due to technical non-compliance with the Labor Code rather than substantive wage loss, *e.g.* wage statement violations, several of the violations under different statutes arise from the same, singular conduct (*e.g.* off-the-clock theory of liability), Defendants produced wage and hour policies and other documents related to attempts at complying with the California Labor Code that a Court may find demonstrates a good faith attempt at compliance including the payment of meal period premiums, and there were several instances where the actual substantive loss experienced by Aggrieved Employees was substantially less per pay period than the potential maximum penalty that could be imposed. Courts are statutorily authorized to use discretion to reduce penalties and the range of discretion used varies substantially and I believe the Court is likely to exercise this discretion to reduce civil penalties in this case if it were to go to trial.

13. The range of civil penalty reductions applied by Courts varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D. Cal. 2011) (82% reduction); *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019) (80% reduction); *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal. 2021). The 82% reduction equates to roughly $9-$18 worth of civil penalties per pay period per employee depending on the total potential value of the civil penalty (*i.e.* $50-$100), which is more in line with actual awards based on my experience and review of

awards in other cases. Thus, even if using the maximum values and setting aside risks of proving the claims on the merits, the total exposure may be cut to approximately $616,566.10 (82% reduction) to $2,397,757.04 (30% reduction) or lower. Using the more realistic range of recovery ($190,105 to $988,605), a discretionary reduction of penalties could lower the potential exposure even further to $34,218.90 (82% reduction from $190,105) to $692,023.50 (30% reduction from $988,605). The Gross Settlement Amount represents approximately 8.76% of the maximum value of the claims in this matter, which equates to $5.74 per pay period, and between 43.4% and 876.7% of the more realistic range of recovery.

14. I believe the Settlement is fair, reasonable, and adequate based on the legal and factual disputes, and potential damages, at issue in this case. The Settlement is a reasonable compromise that I believe will also further the purpose of the Labor Code and LWDA, creating an effective, substantial deterrent to any potential future non-compliance. The reasonableness of the Settlement is also supported when considering amounts that Courts have approved as reasonable PAGA valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving $0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc*., 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving $10,000 PAGA settlement allocation where total PAGA penalty exposure was approximately $5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving $4,000 PAGA allocation in $275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving $2,500 PAGA allocation when attorneys' fees award alone amounted to $200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving $3,000 PAGA allocation in $1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving $1,500 PAGA allocation in $1,026,000 settlement); *Syed*

v. M-I, L.L.C., 2017 WL 714367, *13 (E.D. Cal. 2017) (approving $100,000 PAGA allocation in $3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at $53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving $10,000 PAGA allocation in a $3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) ($10,000 PAGA allocation from $2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) ($10,000 PAGA allocation from $6,900,000 settlement fund).

15. In agreeing to represent Plaintiff and take on the case for all Aggrieved Employees, our office agreed to take this case on a contingency basis, meaning that we would take a percentage of any settlement or judgment should we recover a monetary amount. We took a risk that we would not recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case may be subject to an unfavorable summary judgment ruling. However, we believe it is important to make sure employees are able to find affordable representation in order to ensure that employers are complying with all their legal obligations towards employees and paying employees all their hard-earned wages.

16. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law practice that focuses primarily in employment litigation, emphasizing wage and hour litigation. I attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my legal research and writing course, a Witkin Award in complex civil litigation, being a member of the Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar

Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society and an officer for the Latino Law Students Association from 2009 to 2010.

17. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2024, I was recognized as a Super Lawyer (Rising Star). From 2024 to present, I have been recognized as a Super Lawyer. I have been a panel speaker and presented a number of seminars covering issues in wage and hour litigation in general and complex class and PAGA litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar Assoc,, Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act ("FLSA") claims. I am actively involved in most all of the complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently litigating, including the instant case, includes, but is not limited to, the following:

- *Aanerud v. Neumann Ltd., et al.,* Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Adams-Anguay v. Placer Title Company, et al.,* Case No. SCV0040845 (Placer Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC,* Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.,* Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. American Custom Private Security, Inc.,* Case No. STK-CV-UOE-2018-0012080 (San

Joaquin Sup. Ct.);

- *Aslam v. Cypress Security, LLC,* Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.,* Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.,* Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Barkhousen v. Bank of Stockton,* Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.,* Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.,* Case No. 34-2019-00271174 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.,* Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.,* Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.,* Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Castorena v. Flowmaster, Inc.,* Case No. CV18-2191 (Yolo Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.,* Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr, et al. v. CableCom, LLC,* Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.,* Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.,* Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.,* Case No. 34-2017-00222101 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC,* Case No. CV-17-629 (Yolo Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.,* Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union,* Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.,* Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.,* Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company,* Case No. 34-2018-00241979 (Sac. Sup.

Ct.);

- *Gomez v. Mayflower Farms Incorporated, et al.,* Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.,* Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.,* Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.,* Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.,* Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. A1 Protective Services, LLC, et al.,* Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.,* Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.,* Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services,* Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365,* Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.,* Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.,* Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.,* Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.,* Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.,* Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.,* Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.,* Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC,* Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire,* Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.,* Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovations Fanfare, L.P., et al.,* Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc.,* Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.,* Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation,* Case No. 34-2018-00244757 (Sac. Sup. Ct.);

- *Talent v. Leslie's Poolmart, Inc.,* Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC,* Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated,* Case No. 34-2017-00211710 (Sac. Sup. Ct.).

18. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

19. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance

Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

20. Mr. Shimoda has practiced law in California since being admitted to the State Bar in 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases. Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and Federal Courts, including up to certification, settlement, preliminary and final approval, and disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel. Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel include the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup.

Ct.);

- *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr et al. v. CableCom, LLC,* Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC,* Case No. CV-17-629 (Yolo Sup. Ct.);
- *Diosdado v. Nor-Cal Venture Group, Inc., et al.,* Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
- *Fujimoto v. Nabe-Ya, Inc., et al.,* Case No. 20CV01255 (Butte Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hernandez et al. v. MP Nexlevel, LLC et al,* Case No. 3 :16-cv-03015-JCS (N.D. Cal.);

- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- *Heinz v. Wright Tree Services,* Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *James v. Language World Services, Inc., et al.,* Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.,* Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.,* Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al*., Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.,* Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

21. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

22. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in September 2022. Mr. Konini has experience drafting written discovery, taking and defending depositions, calculating class-wide damages, interviewing putative class members, drafting motions and briefs on complex class action procedures, negotiating class and individual damages claims, and communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and Chemicals, Inc.,* Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v. Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v. Vander Schaaf Dairy*, et al., Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources, Inc*., et al, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072 (Sac. Sup. Ct.), *Lear v. Raxium, Inc*., Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc*., Case No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.,* Case No. 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.,* Case No. 34-2019-00263666 (Sac. Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.,* Case No. 34-2018-00234954 (Sac. Sup. Ct), *Pek, et al v. Varris Management, Inc.,* Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup.

Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.,* Case No. 34-2019-00258038 (Sac Sup. Ct). Mr. Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

23. We are seeking attorneys' fees and costs, an Enhancement Payment to Plaintiff, and Settlement Administrator Costs as set forth in the Agreement. My office is requesting attorneys' fees and costs pursuant to the common fund doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiff and our firm have been able to secure an identifiable benefit on behalf of Aggrieved Employees and the LWDA and equity counsels that the cost of the representation should be born equally amongst all who are receiving these benefits. The settlement recovery provides an excellent result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. Our firm agreed to take this case on a contingency basis and as a representative action with the possibility that we would not receive any compensation for our time and efforts due to issues regarding the merits and have carried that risk over the course of this case. I have reviewed fee arrangements and Court ordered fee awards in similar class cases and I believe that the Thirty Five percent (35%) fee request is within the accepted ranges. In my experience, the attorney's fee request of thirty-five percent (35%) of the common fund is within ranges typically approved in wage and hour class action litigation. This includes awards in Sacramento County Superior Court. For example, in November 2022, this Court approved a fee request of 35% in *Strawn v. Bridgestone Retail Operations, LLC,* Case No. 34-2018-00242049 (Sac. Sup. Ct.). Also, on September 18, 2026, the Sacramento County Superior Court approved hourly rates of $900 for Galen T. Shimoda, $800 for Justin P. Rodriguez, and $625 for Renald Konini in connection with a motion for final approval of a wage and hour class action settlement in *Ornelas v. Elk Grove Unified School District*, Case No. 34-22-00317276.

24. I believe a lodestar cross check supports finding a 35% fee award is appropriate in this case. The total lodestar is approximately $165,915 based on approximately 203 total hours over the past three years, which includes an estimated 10 hours of time for myself preparing for and attending the approval hearing, ensuring compliance, and the disbursement of funds consistent with a final approval order. I have reviewed our firm's billing records with Mr. Shimoda and Mr. Konini and have

created a summary chart showing the task categories and hours worked by each billing attorney in each category. A true and correct copy of the summary chart is being filed with this Motion as Exhibit H. In reviewing the entries, I believe the hours reported are accurate. To the extent we believe it appropriate to do so in any given assignment, we attempt to assign tasks to the billing attorney with the lower rate in order to reduce costs that otherwise might inhibit the likelihood a case will resolve. Our firm uses billing software, which tracks the entries by day and time. Our billing software also records time in 1/10 of an hour increments. A summary of the entries in Exhibit H by timekeeper is as follows:

Timekeeper	**Hours**	**Rate**	**Lodestar**
Galen T. Shimoda	71.2	$900	$64,080
Justin P. Rodriguez	111.2	$800	$88,960
Renald Konini	20.6	$625	$12,875
Total:	**203**	**--**	**$165,915**

25. I believe the requested rates are within the prevailing market rates for Sacramento County, and elsewhere. Mr. Konini, myself, and Mr. Shimoda have approximately 10 years, 14 years, and 22 years of experience, respectively, litigating complex wage and hour class and PAGA actions. Again, in September 2026, the Sacramento County Superior Court approved hourly rates of $900 for Galen T. Shimoda, $800 for Justin P. Rodriguez, and $625 for Renald Konini. *See Ornelas v. Elk Grove Unified School District*, Case No. 34-22-00317276 (Sac. Sup. Ct.). Awarding fees at the hourly rate in effect at the time of the fee request is an appropriate and judicially approved method. *See Missouri v. Jenkins by Agyei*, 491 U.S. 274, 283 (1989). I believe the request of $105,000 (approximately 35%) for attorneys' fees is justified given the results obtained on behalf of the class. Such an award would not require a multiplier of our lodestar. Our lodestar exceeds the requested fee of $105,000, which demonstrates the reasonableness of the attorney's fee request as multipliers of 2x-4x are typically applied in other cases. *See Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 255 (2001) ("Multipliers can range from 2 to 4 or even higher").

26. Although the Agreement set out a maximum of $15,000.00 for potential attorney's costs, the total costs incurred or that will be incurred through a compliance hearing is anticipated to be

$12,912.32. A true and correct copy of my firm's itemized costs incurred prior to the filing of this Motion and the expected costs incurred through the compliance hearing(s) is attached to this declaration as Exhibit G. The difference in the actual costs and the maximum amount allocated under the Agreement will be added to the Net Settlement Amount and disbursed to Aggrieved Employees.

27. I have used several settlement administrator companies in the wage and hour class actions and PAGA actions I have resolved in the past and believe ILYM Group, Inc. will provide the best service to administer the proposed class settlement. A true and correct copy of a cost estimate provided by ILYM Group, Inc. is filed with this Motion as Exhibit D. Any difference in the actual costs and the allocated amounts to cover costs will be redistributed to Aggrieved Employees pro rata per the terms of the Agreement.

28. A copy of the proposed Agreement and the entire Motion to Approve the PAGA Settlement was submitted to the LWDA at the same time the Motion was submitted to the Court pursuant to California Labor Code section 2699(l)(2). A true and correct copy of documents demonstrating the settlement documents were provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as Exhibit F.

29. A true and correct copy of the proposed Notice of Settlement to be distributed to Aggrieved Employees informing them of the settlement and all material terms is being filed with this Motion as Exhibit E. The notice has been updated from what is stated in the Agreement on page 2, replacing Defendants former counsel, Mr. Donald Sullivan, with Ms. Mahzad K. Hite and Mr. Andres L. Uriarte, consistent with their Notice of Change of Counsel Within Firm, which was filed on September 21, 2026.

30. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. ("CPB") and Working Wardrobes ("WW"). Only those funds that remain from uncashed settlement checks will be sent to the *cy pres* beneficiaries pursuant to section 6 of the PAGA Settlement Memorandum of Understanding.

31. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent, primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,

San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced, Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services Program of Northern California ("VLSP") to Capital Pro Bono, Inc. CPB has been the recipient of *cy pres* funds from several jurisdictions in the State of California, including from Sacramento County Superior Court.

32. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to their current or former employment. This assistance regularly includes, but is not limited to, free legal advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal forms, and direct representation in administrative hearings, including administrative hearings in front of the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator who provide assistance, along with experienced employment law attorney volunteers. These services have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP and continuing through today under CPB.

33. WW is also a qualified *cy pres* designee in class actions, under section 384, as it is a 501(c)(3) nonprofit in good standing with the State of California providing free training and services to individuals who need help with finding employment. WW has locations in Santa Ana, Irvine, Costa Mesa, Garden Grove, and Laguna Niguel, California. WW offers and provides individuals that are seeking employment training and help in career assessment, job mapping, job coaching, skills job training, interview tips/training, resume writing help, job search assistance, job placement, and provides professional wardrobes for such individuals.

34. If the WW is approved as a *cy pres* beneficiary, the funds received will be dedicated towards assisting such individuals who are seeking employment and to join the workforce.

35. I believe the services provided by CPB and the WW promote the law consistent with the objective of wage and hour class actions in general and in this case specifically.

36. I have spoken with every other attorney at my firm to determine whether they have any relationship with either of the proposed *cy pres* beneficiaries.

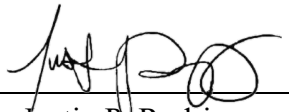
37. I have volunteered for CPB numerous times over the past several years, either directly in the advice clinics or by presenting seminars on wage and hour laws for law students seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB's advisory committee in the past. This organization is a non-profit that assists low-income workers throughout California, giving free legal advice regarding employment law issues and representing employees with wage claims before the California Labor Commissioner. I have witnessed firsthand the quality service and attention CPB provides to individuals in need of employment law advice and representation at the California Labor Commissioner. I have never done any work, volunteer, or otherwise, with WW.

38. Galen T. Shimoda has volunteered for CPB on and off over the past several years through either presenting wage and hour seminars to law students who staff the free advice clinics or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer work with CPB since approximately March 2020. Mr. Shimoda has never received payment or compensation of any kind in connection with any work he's done with CPB. Mr. Shimoda has never done any work, volunteer or otherwise, with WW.

39. Renald Konini has never done any work, volunteer or otherwise with Capital Pro Bono, Inc. or WW.

40. Neither my firm, myself, Mr. Konini, nor Mr. Shimoda have ever received any compensation, direct or indirect, for designating CPB or WW as *cy pres* beneficiaries or in connection with any of the volunteer work we have done with the organizations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 13, 2026, in Sacramento, California.



Justin P. Rodriguez

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Justin P. Rodriguez (Cal. State Bar No. 278275)
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Attorneys for Plaintiff JASON THAO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JASON THAO, individually and on behalf of all other similarly situated employees,

Plaintiff,

vs.

PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 2 to 100, inclusive,

Defendants.

Case No. 23CV005801

Assigned for All Purposes to Hon. Jill H. Talley
Department 8A

DECLARATION OF JASON THAO IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Reservation No. A-05801-003

Date: December 11, 2026
Time: 9:00 a.m.
Dept.: 8A
Judge: Hon. Jill H. Talley

Filed: August 1, 2023
FAC Filed: February 13, 2025
Trial Date: None Set

I, Jason Thao, declare:

1. I am a competent adult and I have personal knowledge of the facts set forth in this declaration. I am making this declaration on behalf of myself, as a named plaintiff, and in support of Plaintiff's Motion To Approve Private Attorneys General Act Settlement.

2. I worked for Defendants Pittsburg Wholesale Grocers, Inc., Pacific Groservice, Inc., Peri Navab, David Luttway, and Reza Neghabat ("Defendants") from approximately October 2022 to March 2023 as a non-exempt employee. I was subject to all of Defendants' policies and practices that have been alleged as unlawful in the complaint and the notice sent to the Labor and Workforce Development Agency ("LWDA"), including the following: failure to pay overtime, failure to pay minimum wages, failure to provide accurate wage statements, failure to timely pay final wages, failure to provide meal and rest periods or pay premiums in lieu thereof, failure to pay sick leave, failure to pay vested vacation time, and violation of Labor Code section 558.

3. I have actively participated in the litigation of this case for the benefit of Aggrieved Employees and the LWDA. Prior to obtaining an attorney, I spent a great amount of time Googling and researching the claims related to this case. Also, I contacted several law offices and researched potential attorneys to bring the claims. I wanted to make sure the law firm chosen to bring the claims had attorneys with experience and skill in bringing those types of claims. I also researched the typical issues raised when litigating the potential claims. I wanted to make sure I could have an informed discussion with an attorney about the claims and have a better idea of what to expect moving forward in litigation and how to help the case proceed. After securing Shimoda & Rodriguez Law, PC, I continued to be actively involved in the case to help ensure a positive outcome. I began working with Shimoda & Rodriguez Law, PC, to investigate the claims on March 15, 2023, discussing the facts of the case, showing and explaining the context behind the documents I had to support the claims, and discussing potential witnesses to corroborate the information I was providing.

4. My attorneys explained to me the risks and benefits of bringing a claim under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a PAGA action meant that it would take substantially longer than pursuing individual claims and that the claims being pursued were for civil penalties, not for individual claims. I understood that I risked getting nothing in

the end, but I believed it was important to make sure that Defendants followed the law for everyone. I undertook a professional and financial risk in pursuing the case as a PAGA action because my name would be on a publicly available document showing that I had sued a former employer at a time when I was unemployed and searching for a new job and, if unsuccessful in bringing the claims, I would be obligated to pay Defendants' costs incurred over the course of this complex litigation. My understanding is that this is a substantial risk because the costs associated with litigation, in general, are very high and this cost is multiplied many times over in complex litigation like PAGA actions.

5. During the course of this litigation, I have given detailed accounts of all the facts related to my employment. I provided my attorneys with extensive documentation that I believe supported the claims brought against Defendants. I met with and assisted my attorneys in understanding these documents and providing context for Defendants' payroll process as it applied to me and how I believed it applied to Defendants' other employees within the scope of the PAGA claim, *i.e.* Aggrieved Employees. I experienced many of Defendants' practices during my employment with Defendants, so I was able to discuss the similarities of the wage and hour policies and practices among all Aggrieved Employees.

6. The work I performed for this case included an extensive review of documents and payroll practices to show and explain to my attorneys what was happening and why I thought it was unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks and work performed in a typical day and any circumstances that would cause relevant differences to my daily work that affected the PAGA claims. We reviewed payroll and personnel file documents to see whether and how any of the documents corroborated the validity of the claims and listed potential witnesses related to any issues raised by the documents. Additionally, I provided my attorneys with copies of paystubs, text messages, and bank statements which were related to the claims brought in this action which helped give context to the claims. I also explained the job duties of the various positions held by Aggrieved Employees members, the type of tasks and work performed, how these raised wage and hour issues, estimates of the total number of employees for each position during my time working there, typical schedules, and the policies of the Defendants and how they affected myself and Aggrieved Employees. This addressed all the claims alleged and we continued to discuss and

review these items throughout the case as more information was provided by Defendants. The review became even more detailed when reviewing and discussing the payroll data sample that was produced as part of informal discovery for mediation. I also spent a substantial amount of time working to identify potential witnesses and speaking to others who could be interviewed by my attorneys and provide declarations.

7. I participated in the negotiations and settlement discussions in this case, including participating in mediation by phone, speaking with my attorneys to answer questions, provide any additional information needed to assist the negotiations, and discussing the potential terms of the Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions when I needed clarification about various aspects of this case to make sure steps were continually taken to advance the interests of Aggrieved Employees and the LWDA. I have reviewed the final Private Attorneys General Act Settlement, discussed the terms with my attorneys, and asked my attorneys any questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the facts of the case.

8. To date, I estimate that I have spent approximately 80-100 hours assisting my attorneys in litigating this case. I expect that the amount of time I spend on this case will increase if the Settlement is approved because Aggrieved Employees will likely reach out to me about the Settlement and the nature of the claims that were asserted.

9. I have not received any benefits as a result of filing this lawsuit. However, I believe I have experienced several substantial burdens as a result of filing this lawsuit that other Aggrieved Employees were not subject to. As noted above, I took on the professional risk of lengthening my unemployment after working for Defendants because future employers were able to see, from publicly available documents, that I sued my former employer. Additionally, I undertook the risk of having to pay Defendants' litigation costs if the Court or jury ruled against us on the claims. I have spent a substantial amount of time in this case, securing a monetary benefit for Aggrieved Employees and the LWDA. After I eventually secured another job, the time I have spent on this case has had to occur during my lunch and/or break times, after hours, and on my days off. Rather than spend this time with friends and family, I have spent this time for the benefit of Aggrieved Employees and the LWDA.

Also, I experienced a great amount of stress arising from the litigation of this case. Finally, as part of the Settlement, I am the only individual providing a general release of all my individual claims and waiving the protections of California Civil Code section 1542 for unknown claims. No other Aggrieved Employee is releasing their individual claims. I believe awarding the full Enhancement Payment is warranted given the time I have spent on the case, the benefit secured for Aggrieved Employees and the LWDA, my general waiver of all my individual claims beyond the release for the PAGA claims, and the risks and burdens I have experienced as a result of this litigation.

10. I understand that any Enhancement Payment I may receive is for my participation as a PAGA Representative and it is not contingent on my support or approval of the Agreement.

11. I have no interest in the designated *cy pres* beneficiaries, Capital Pro Bono, Inc., and Working Wardrobes, whether financial, in their governance, or otherwise.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 11/12/2026 in Sacramento, California.

Jason Thao (Nov 12, 2026 12:45:44 PST)

Jason Thao

Galen T. Shimoda (Cal. State Bar No. 226752)
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Attorneys for Plaintiff JASON THAO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JASON THAO, individually and on behalf of all other similarly situated employees,

Plaintiff,

vs.

PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 2 to 100, inclusive,

Defendants.

Case No. 23CV005801

Assigned for All Purposes to Hon. Jill H. Talley Department 8A

EXHIBIT LIST AND EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Reservation No. A-05801-003

Date: December 11, 2026
Time: 9:00 a.m.
Dept.: 8A
Judge: Hon. Jill H. Talley

Filed: August 1, 2023
FAC Filed: February 13, 2025
Trial Date: None Set

EXHIBIT	DESCRIPTION
A	Proposed Private Attorneys General Act Settlement
B	Plaintiff's Operative Complaint and DOE Amendment
C	Plaintiff's Letters to the Labor and Workforce Development Agency
D	ILYM Group, Inc., Bid
E	Proposed Notice of Settlement
F	Proof of Submission of Proposed Settlement Agreement to LWDA
G	Plaintiff's Itemized Costs
H	Plaintiff's Attorney's Fee Summary Chart

Dated: November 13, 2026

Shimoda & Rodriguez Law, PC

By: _____

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

Exhibit A

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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JASON THAO, individually and on behalf of all other similarly situated employees,

Plaintiff,

vs.

PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 23CV005801

PRIVATE ATTORNEY'S GENERAL ACT SETTLEMENT

Filed: August 1, 2023
FAC Filed: February 13, 2025
Trial Date: None Set

This Private Attorneys General Act Settlement is made and entered into between the Plaintiff Jason Thao ("Plaintiff"), on behalf of himself, the Labor and Workforce Development Agency, and Aggrieved Employees, and Defendants Pittsburg Wholesale Grocers, Inc., and Pacific Groservice, Inc., ("Defendants"). This Agreement is subject to the terms and conditions set forth below and approval of the Court.

1. DEFINITIONS

The following terms, when used in this Agreement, have the following meanings:

1.1 "Action" means the above stated lawsuit, *Thao v. Pittsburg Wholesale Grocers, Inc., et al.,* Sacramento County Superior Court, Case No. 23CV005801, filed August 1, 2023.

1.2 "Aggrieved Employee(s)" means all non-exempt employees who worked for Defendants in California from July 28, 2022, through July 4, 2026.

1.3 "Agreement" or "Settlement" or "Settlement Agreement" means this Private Attorneys General Act Settlement.

1.4 "Complaint" means the operative Complaint on file in the Action with the Court.

1.5 "Court" means the Sacramento County Superior Court.

1.6 "Defendants" means Pittsburg Wholesale Grocers, Inc., and Pacific Groservice, Inc.

1.7 "Defendants' Counsel" means Jackson Lewis P.C.

1.8 "Enhancement Payment" means the amount approved by the Court to be paid to the PAGA Representative in recognition of the time and effort expended on behalf of Aggrieved Employees for the benefit of Aggrieved Employees, which is in addition to any Individual Settlement Amount paid to the PAGA Representative as an Aggrieved Employee. This payment shall also be in exchange for a waiver of individual claims by Plaintiff beyond the Private Attorneys General Act, including a waiver of the protections Civil Code section 1542 for those individual claims.

1.9 "Effective Date" means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day after a signed order approving this settlement has been filed provided no appellate proceeding has been filed; or (b) fourteenth (14th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to

pursue further remedies or relief, whichever is later.

1.10 "Final Approval Date" means the date the Court enters a signed order granting approval of the Agreement.

1.11 "Gross Settlement Amount" is the sum of Three Hundred Thousand Dollars and Zero Cents ($300,000.00).

1.12 "Individual Settlement Amount" means an individual Aggrieved Employee's allocation of the Net Settlement Amount, as defined in Section 1.14 and 5.8.

1.13 "LWDA" means the California Labor and Workforce Development Agency.

1.14 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for distribution between Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), after deduction of Plaintiff's attorneys' fees and litigation costs, any Enhancement Payment to Plaintiff, and Settlement Administrator Costs.

1.15 "Notice of Settlement" means the document substantially in the form attached hereto as Exhibit 1.

1.16 "PAGA" means Private Attorneys General Act.

1.17 "PAGA Claim Period" means from July 28, 2022, through July 4, 2026.

1.18 "PAGA Payment" means the 75% share of the Net Settlement Amount paid to the LWDA pursuant to Labor Code section 2699(i).

1.19 "PAGA Representative's Released Claims" means any and all Plaintiff's individual claims arising from or that are related in any way to the Plaintiff's employment with Defendants, or that could have been asserted under federal, state, or local laws, and/or ordinances, or tort or contract theories, whether known or unknown, and whether anticipated or unanticipated, including without limitation statutory, constitutional, contractual or common law claims for lost wages, unpaid wages, emotional distress, punitive damages, special damages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other similar relief or claims. In addition, as to the claims of Plaintiff, the PAGA Representative's Released Claims further include, without limitation, any and all claims whatsoever regarding Plaintiff's respective employment and/or termination of employment including, but not limited to, any claims for wages, bonuses,

severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendants' right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Plaintiff shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands that Section 1542 gives him the right not to release existing claims of which he is not now aware unless he voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the right described in Section 1542 and elects to assume all risks for claims that now exist in his favor, whether known or unknown. The PAGA Representative's Released Claims exclude claims for workers' compensation, unemployment insurance benefits, or other claims that cannot be released as a matter of law.

1.20 "Parties" mean Defendants and Plaintiff.

1.21 "Plaintiff" means Jason Thao.

1.22 "Plaintiff's Counsel" means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of Shimoda & Rodriguez Law, PC.

1.23 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Aggrieved Employees and from which the payments under this Agreement shall be made.

Any amounts Defendants have agreed to pay under this Agreement shall remain the property of Defendants until the payments required under the Agreement are made.

1.24 "Qualifying Pay Periods" are pay periods worked by Aggrieved Employees during the PAGA Claim Period in California. The calculation of an Aggrieved Employee's pay periods and a determination as to whether an Aggrieved Employee was actively employed in California in a particular pay period shall be construed from Defendants' records.

1.25 "Released PAGA Claims" means any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's notice letters to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in Plaintiff's notice letters to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

1.26 "Released Parties" means Defendants, as well as Defendants' owners, officers, shareholders, directors, agents, employees, attorneys, and insurers.

1.27 "Settlement Administrator" means and refers to ILYM Group, Inc., the third-party entity that will administer the Agreement as outlined in Section 7, or any other third-party administrator agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator.

1.28 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees, Plaintiff's Counsel, and Defendants' Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental

taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

2. DESCRIPTION OF THE LITIGATION

2.1 On or about May 26, 2023, July 1, 2024, and March 24, 2026, Plaintiff sent notices to the LWDA to exhaust administrative remedies under the PAGA for: (1) Failure to Pay Overtime Wages in Violation of of Labor Code §§ 510, 1194; IWC Wage Order 9, § 3; (2) Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 9, § 4; (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof in Violation of Labor Code §§ 226.7, 512 and Wage Order No. 9, §§ 11(A) and 11(B); (4) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof in Violation of Labor Code § 226.7 and Wage Order No. 9, § 12(A); (5) Failure to Provide Accurate Wage statements in Violation of Labor Code §§ 226, 226.3; (6) Failure to Pay Final Wages in Violation of Labor Code §§ 201-203, 256; (7) Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), (8) Failure to Maintain Accurate Records in Violation of Labor Code §§ 226.3, 1174; (9) Failure to Provide Paid Sick Leave in Violation of Labor Code §§ 246, 246.5, 248.5; and (10) Failure to Pay Vested Vacation Time in Violation of Labor Code §§ 227.3. The LWDA did not respond to the notices within the statutorily required time frame and, as such, Plaintiff became authorized to act as a Private Attorney General on all alleged PAGA claims.

2.2 After exhausting administrative remedies, Plaintiff filed a Complaint on August 1, 2023, in Sacramento County Superior Court on behalf of himself and Aggrieved Employees for claims alleged in the May 26, 2023, notice to the LWDA. A First Amended Complaint was filed on February 13, 2025. Plaintiff filed a DOE amendment identifying Pacific Groservice, Inc., as DOE 1 on June 15, 2026.

2.3 Through formal and informal discovery, Defendants and Defendants' Counsel provided Plaintiff's Counsel with copies of all applicable versions of its policies and procedures, employee handbooks, information on the number of Aggrieved Employees, including, but not limited to, Aggrieved Employees' workweeks, dates of employment, total number of Aggrieved Employees, their rates of pay,

and pay periods as well as timecard data and payroll reports for a randomly selected sample of Aggrieved Employees.

2.4 After Plaintiff's Counsel received the data, the Parties engaged in informal settlement negotiations but were not able to come to a resolution. On March 9, 2026, the Parties participated in lengthy mediation with private mediator Hon. Amy D. Hogue (Ret.). At the conclusion of the mediation, the Parties were able to come to a resolution. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

2.5 Discussions between Plaintiff and Plaintiff's Counsel, between counsel for the Parties, the mediator, document productions, extensive legal analysis, the provision of information by Defendants to Plaintiff and the detailed analysis of the sampled records have permitted each side to assess the relative merits of the PAGA claims and the defenses to those claims.

2.6 In the Action, Plaintiff contends that Defendants violated California law by 1) failing to incorporate the value of nondiscretionary bonuses into Plaintiff's and Aggrieved Employees' regular rates of pay for the purpose of calculating overtime wages, meal and rest premiums, and paid sick time; 2) failing to provide Plaintiff and Aggrieved Employees with all legally compliant meal and rest periods, resulting in off-the-clock work and unpaid meal and rest period premiums; 3) providing Plaintiff and Aggrieved Employees with a maximum of two rest periods per shift regardless of their hours worked; 4) not keeping accurate records of Plaintiff and Aggrieved Employees' hours worked and meal periods; and 5) deducting Plaintiff's and Aggrieved Employees' hours worked for time it believed was in excess of authorized rest periods without any notice to employees. Defendants have denied each of Plaintiff's claims. The agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the PAGA claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on Defendants' factual and legal contentions and defenses.

2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the

PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

3. THE CONDITIONAL NATURE OF THIS AGREEMENT

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the PAGA claims asserted in the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement on a conditional basis in order for the Court to evaluate and approve the settlement. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendants have denied all claims as to liability, damages, penalties, interest, fees, injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve the asserted PAGA claims in the Action via this Agreement, but, to the extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, and are expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE AGGRIEVED EMPLOYEES

4.1 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.2.

4.2 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendants' records as having worked as an Aggrieved Employee.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall pay the Gross Settlement Amount ($300,000.00). Funding of the Gross Settlement Amount shall occur within twenty-eight (28) calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount represents the maximum amount payable under this Agreement by Defendants, and includes without limitation, the PAGA Payment, all payments to the Aggrieved Employees, all attorneys' fees, costs and litigation expenses directly related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, any Enhancement Payment to Plaintiff, administering the Agreement (including Settlement Administrator Costs), and obtaining approval of the Agreement.

5.2 Attorneys' Fees and Costs: Plaintiff's Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Plaintiff's Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Plaintiff's Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed $15,000, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Plaintiff's Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the $15,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Plaintiff's Counsel shall be added to the Net Settlement Amount as defined in section 1.14.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed $15,000. The difference between any actual costs and the allocated $15,000 shall be added to the Net Settlement Amount as defined in section 1.14.

5.4 Enhancement Payment: Plaintiff's Counsel, on behalf of Plaintiff, shall apply to the Court for an Enhancement Payment to Plaintiff in an amount not to exceed $10,000 to compensate for the risks, time, and expense of his involvement in the Action as the PAGA representative and securing

the benefits of this Agreement for Aggrieved Employees and the LWDA. The Enhancement Payment will be paid out of the Gross Settlement Amount, not in addition to the Gross Settlement Amount, which is in addition to any payment Plaintiff may receive as an Aggrieved Employee. This payment shall also be in exchange for a waiver of individual claims by Plaintiff beyond the PAGA, including a waiver of the protections Civil Code section 1542 for those individual claims. The Settlement Administrator will issue Plaintiff an IRS Form 1099 for any Enhancement Payment made under this Agreement.

5.5 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount allocated to Aggrieved Employees that was not claimed by Aggrieved Employees by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and Working Wardrobes under the doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

5.6 No Additional Benefits Contributions: All Individual Settlement Amounts paid to Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were actually received by Aggrieved Employees. It is expressly understood and agreed that the receipt of such Individual Settlement Amounts will not entitle any Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Aggrieved Employee to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the sole payments to be made by Defendants to the Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.7 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Aggrieved Employees reflect settlement of a dispute over claimed penalties. The characterization of Individual Settlement Amounts to Aggrieved Employees are as follows:

5.7.1 One Hundred percent (100%) of each Aggrieved Employees' Individual Settlement Amount shall be allocated for payment of disputed civil penalties. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive

an IRS form 1099-MISC.

5.7.2 Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement, including the payments to Aggrieved Employees, the payments to Plaintiff's Counsel, or otherwise as to tax implications of any provision of this Agreement.

5.8 Pro Rata Distribution Formula: After Court approved attorneys' fees and costs, any Enhancement Payment, and Settlement Administrator Costs are determined and a Net Settlement Amount has been established, that Net Settlement Amount shall be divided between the PAGA Payment and payment to Aggrieved Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement Amount, and 25% of the Net Settlement Amount will be paid to Aggrieved Employees. Each individual Aggrieved Employee's Individual Settlement Amount shall be determined by taking the Qualifying Pay Periods for the individual Aggrieved Employee and dividing that by the Qualifying Pay Periods for all Aggrieved Employees and multiplying that fraction by the 25% share of the Net Settlement Amount. Payment to Aggrieved Employees of their Individual Settlement Amount will not require the submission of any claim form.

5.9 No Additional Contribution by Defendants: Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount as described above. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is deemed null and void as described in Section 3, then Defendants and Plaintiff shall be equally responsible for the Settlement Administrator Costs incurred between the date the Agreement was executed and the date of such event.

6. RELEASE

6.1 Release by Aggrieved Employees: Upon the Effective Date, Plaintiff and each Aggrieved Employee shall be deemed to fully, finally, and forever release the Released Parties from all Released PAGA Claims.

6.2 Release by Plaintiff: Upon the Effective Date, Plaintiff will be deemed to fully, finally and

forever release the PAGA Representative's Released Claims as to all Released Parties.

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for: 1) receiving and reviewing for accuracy Aggrieved Employee contact information; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amount, including employer taxes, if any; 3) taking appropriate steps to trace and locate any individual Aggrieved Employees whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Aggrieved Employees; 4) providing notification to the appropriate state officials of this Agreement as required; 5) maintaining the Gross Settlement Amount in a QSF; 6) determining and paying the final amounts due to be paid under the Agreement after resolution of awarded attorneys' fees and costs, any Enhancement Payment, and Settlement Administrator Costs; 7) paying any residual funds from uncashed checks to the *cy pres* beneficiaries; 8) reporting to Plaintiff's Counsel and Defendants' Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (g) the number of Notice of Settlements undeliverable from traced addresses; 9) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 10) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Aggrieved Employees; and 11) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Aggrieved Employee Data: Within seven (7) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with the name, last known mailing address, last known telephone number, Social Security Number, and Qualifying Pay Periods of each Aggrieved Employee. The Settlement Administrator shall review the data to determine the number of Qualifying

Pay Periods for each Aggrieved Employee. Defendants shall not provide any information for pay periods during which an Aggrieved Employee may have worked as an exempt employee, worked outside California, or worked outside the PAGA Claim Period. The Settlement Administrator shall maintain all information received from Defendants confidential to itself, and Defendants' Counsel. However, Plaintiff's Counsel shall be able to review the breakdown of Qualified Pay Periods and estimated Individual Settlement Amounts for Aggrieved Employees prior to mailing for quality assurance.

7.3 Determination of Payments to Aggrieved Employees, Plaintiff's Counsel, and the LWDA: Within seven (7) calendar days after Defendants have provided the Settlement Administrator with information regarding Aggrieved Employees, the Settlement Administrator shall calculate the final Net Settlement Amount, PAGA Payment, and the final Individual Settlement Amounts for Aggrieved Employees, and report the results of these calculations to Plaintiff's Counsel and Defendants' Counsel.

7.4 Settlement Administrator Payments to Aggrieved Employees, Plaintiff's Counsel, and the LWDA: Defendants shall wire the Gross Settlement Amount as described in Section 5.1 to the Settlement Administrator within twenty-eight (28) calendar days after the Effective Date to be to be held in trust in a QSF. Within seven (7) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall deliver payment of Plaintiff's Counsels' attorney's fees and costs, any Enhancement Payment, the PAGA Payment payable to the LWDA, Settlement Administrator Costs, and payment for Individual Settlement Amounts to Aggrieved Employees as required under this Agreement and approved by the Court. Plaintiff's Counsel shall provide the Settlement Administrator with the pertinent taxpayer identification number and payment instructions for the attorney's fees and costs after the Effective Date.

7.5 Notice to Aggrieved Employees: The Settlement Administrator will provide a Notice of Settlement, substantially in the form attached as Exhibit 1, to each Aggrieved Employee concurrently with providing payment for Individual Settlement Amounts as described in Sections 5.8 and 7.4. The Notice of Settlement will inform Aggrieved Employees of a summary of the terms and conditions of the Agreement. The Notice of Settlement will also inform Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, attorneys' fees and costs allocations, any Enhancement Payment, Settlement Administrator Cost allocations, PAGA Payment allocations, the scope of individuals covered

by this Agreement, and the nature and extent of the Released PAGA Claims.

7.6 Aggrieved Employee Mailing: Within seven (7) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator will perform a national change of address ("NCOA") search, update the addresses per the results of the NCOA search and will mail the respective Individual Settlement Amount, as determined in Sections 5.8 and 7.4, and Notice of Settlement, to each Aggrieved Employee by first-class mail, postage prepaid.

7.7 Returned and/or Re-mailed Notice Packets: In the event that a Notice of Settlement and Individual Settlement Amount payment is returned to the Settlement Administrator as undeliverable, the Notice of Settlement and Individual Settlement Amount payment shall be sent to the forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within seven (7) calendar days. Following each search that does not result in a corrected address, for those Aggrieved Employees who appear to be current employees of Defendants at the time of the Effective Date, the Settlement Administrator shall contact Defendants' Counsel for assistance and Defendants shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Aggrieved Employees to the extent they were active employees of Defendants at the time of the Effective Date. In the event the procedures in this paragraph are followed and the intended recipient of a Notice of Settlement and Individual Settlement Amount payment still does not receive the Notice of Settlement and/or Individual Settlement Amount payment, the Aggrieved Employee shall still be bound by all terms of the Agreement, including the releases contained in Sections 1.25 and 6.1, and any final judgment entered by the Court.

7.8 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.2 to 7.7 shall constitute due and sufficient notice to Aggrieved Employees of the Action and the Agreement and shall satisfy Aggrieved Employees' due process rights. Nothing else shall be required of the Parties, Plaintiff's Counsel, or Defendants' Counsel to provide notice of the Agreement except as expressly required by the Court.

7.9 Settlement Check Expiration and Cy Pres: The Settlement Administrator shall issue

Individual Settlement Amounts to Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all undeposited checks shall be transmitted to the *cy pres* beneficiaries identified in Section 5.5. The Settlement Administrator shall deliver the *cy pres* funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Settlement Administration: Within twenty-one (21) calendar days after the last day for Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Plaintiff's Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration and that all the obligations of the Settlement Administrator have been completed.

8. SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Aggrieved Employees, and sets further hearings, if any. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The schedule for notice and payment procedures carrying out the Agreement is as follows.

Last day for Defendants to provide Settlement Administrator with Aggrieved Employee information	Within 7 calendar days after the Effective Date
Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information

Last day for Defendants to fund Gross Settlement Amount	Within 28 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendants have funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, any Enhancement Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
Last day for Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to *cy pres* beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. MISCELLANEOUS TERMS

9.1 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, the Agreement shall be effective as a judgment, with the Court to retain jurisdiction over the Parties to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reasonable attorneys' fees and costs. The Parties agree to meet and confer in good faith to resolve any issue before any such motion for attorney's fees and costs is filed.

9.2 Additional Pay Period Contingency: Defendants have represented that there are no more than 52,306 pay periods as of February 7, 2026. In the event the number of pay periods during the PAGA Claim Period exceeds 52,306 by more than 15% (*i.e.*, by 7,846), then Defendants shall have the option to either (i) end the PAGA Period as of the date that 60,152 pay periods have been worked by the Aggrieved Employees, or ii) increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase exceeding 15% (For example, if the number of pay periods exceeds 52,306 by 16%, the Gross Settlement Amount will increase by 1%.

9.3 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein. This may include modifying and/or resubmitting the Agreement for approval. Plaintiff's Counsel shall be responsible for drafting the court approval paperwork. All parties agree to act immediately and diligently to perform their obligations under this Agreement, including the review and approval of settlement documents, such that there are no substantial delays in seeking court approval or administration of this settlement. Plaintiff's Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) calendar days of the date this Agreement is signed. Plaintiff's Counsel shall provide Defendants' Counsel with a draft approval motion within 1 week after this Agreement is fully executed. Defendants' Counsel will provide comments and/or proposed revisions within 1 week after receipt of the draft motion.

9.4 No Admission of Liability: Neither the acceptance nor the performance by Defendants of the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiff and/or Aggrieved Employees in the Action, or of any liability or guilt of Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Aggrieved

Employees, or any other person, and Defendants have specifically disclaimed any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Aggrieved Employees, or any other person. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation.

9.5 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Plaintiff's Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) in court filings, including in their respective firm resumes, and/or (ii) in all necessary motions and supporting memoranda related to approval of the Settlement, or any filings with the LWDA. This provision also does not limit Plaintiff's Counsel from complying with ethical obligations or responding to inquiries from PAGA Members. Following Entry of Judgment, Plaintiffs and Plaintiff's Counsel shall not issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, and shall not post any information on their respective websites or in other advertising that identifies the Actions or Settlement in any matter that identifies Defendants. Nothing in this agreement prevents Aggrieved Employees from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Aggrieved Employees have reason to believe is unlawful. Further, nothing precludes Aggrieved Employees from exercising their rights under Section 7 of the NLRA or under similar state law to engage in protected, concerted activity with other employees, including discussing compensation or terms and conditions of employment.

9.6 Use and Return of PAGA Member Data. Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Member Data provided to

Plaintiff's Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of PAGA Member Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to Plaintiff's Counsel for the return, rather than the destruction, of PAGA Member Data.

9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendants expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

9.8 Enforcement Action. If one or more of the Parties institute any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such enforcement action or proceeding, including any appeal.

9.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To the Plaintiff:

Galen T. Shimoda, Justin P. Rodriguez and Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendants:

Donald P. Sullivan
Jackson Lewis P.C.
50 California St. 9th Floor
San Francisco, California 94111

9.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

9.11 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.

9.12 Attorneys' Fees and Costs Limitations: Neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for, Aggrieved Employees, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount except as expressly provided herein.

9.13 No Modifications: This Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms.

9.14 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement

9.15 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Plaintiff's Counsel, Defendants and Defendants' Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the

same force and effect of originals.

9.16 Choice of Law: The Agreement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.

9.17 Headings and Captions: Paragraph titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

9.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be construed as retaliation against any Aggrieved Employees for participating in this settlement.

9.19 Integrated Agreement: This Agreement sets forth the entire understanding between the Parties with regard to any and all material terms or otherwise and supersedes any and all prior agreements, oral or written, pertaining to the subject matter herein. Each party acknowledges that there is no representation, inducement, promise or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

9.20 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

9.21 Severability: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Plaintiff's Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable

provision had never been included in this Agreement.

9.22 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: 08/05/2026

Jason Thao (Aug 5, 2026 13:09:40 PDT)
Jason Thao

For Defendants:

Date: 08/19/2026

David Luttway (Aug 19, 2026 14:45:22 EDT)
By: David Luttway
For Pittsburg Wholesale Grocers, Inc.

Date: 08/19/2026

David Luttway (Aug 19, 2026 14:45:22 EDT)
By: David Luttway
For Pacific Groservice, Inc.

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 08/05/2026

By: _____
Galen T. Shimoda, Justin P. Rodriguez and Renald Konini
Attorneys for Plaintiff and Aggrieved Employees

APPROVED AS TO FORM

JACKSON LEWIS P.C.

Dated: 08/19/2026

By: _____
Donald P. Sullivan
Attorneys for Defendants

Exhibit 1

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

JASON THAO, individually and on behalf of all other similarly situated employees, Plaintiff, vs. PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 1 to 100, inclusive, Defendants.	**Case No. 23CV005801** **NOTICE OF PRIVATE ATTORNEY'S GENERAL ACT SETTLEMENT PAYMENT**

TO: **A**ll non-exempt employees who worked for Pittsburg Wholesale Grocers, Inc., and/or Pacific Groservice, Inc., in California from July 28, 2022, through July 4, 2026. (the "Aggrieved Employees")

This Notice is being provided to you to inform you of a Private Attorneys General Act ("PAGA") Settlement and your proportional share of this settlement payment. The payment is a result of a Court approved PAGA settlement in the case of *Thao v. Pittsburg Wholesale Grocers, Inc.*, *et al.,* Sacramento County Superior Court Case No. 23CV005801, filed August 1, 2023 (the "Action"). You are receiving this letter because you fall within the definition of Aggrieved Employees identified above.

In the Action, Plaintiff Jason Thao ("Plaintiff") sought to obtain civil penalties, fees, and costs on behalf of himself and Aggrieved Employees. Plaintiff alleged that Pittsburg Wholesale Grocers, Inc., and Pacific Groservice, Inc. ("Defendants") violated California law by 1) failing to pay overtime, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to maintain accurate records, 8) failing to provide sick leave, and 9) failing to pay vested vacation time. Plaintiff also alleged that these violations were caused by, and through, Defendants' officers and directors, causing violations of California Labor Code §§ 558 & 558.1. Defendants have denied all of Plaintiff's allegations.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. Defendants have denied engaging in any unlawful conduct in any respect and further disputes all of Plaintiff's allegations in the Action. By entering into the PAGA Settlement, Defendants do not admit any liability to Plaintiff or to any other current or former employees, and Defendants do not admit that any violations of Plaintiff's rights, or the rights of any other current or former employees has occurred.

Plaintiff filed notices with the California Labor and Workforce Development Agency ("LWDA") to exhaust administrative remedies and pursue claims under the PAGA, California Labor Code §§ 2698 *et seq.*, predicated on the claims outlined above. The scope of the PAGA Settlement includes all Aggrieved Employees as defined above. In exchange for payment under the Settlement, Plaintiff has agreed to waive any and all claims for civil penalties that were brought under the PAGA that were asserted in Plaintiff's notice letters to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein between from July 28, 2022, through July 4, 2026. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver does not extend to any non-PAGA claims you may have.

Under the terms of the Settlement, Defendants have agreed to pay a Gross Settlement Amount of $300,000 to resolve the PAGA claims ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount were sums approved by the Court for attorneys' fees ($_____), attorneys' costs ($_____), the fees and expenses of the Settlement Administrator ($_____), and an Enhancement Payment to Plaintiff ($_____), which will resulted in a "Net Settlement Amount" of $_____ for distribution to between Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") as required by the California Labor Code. 75% of the Net Settlement Amount ($_____) is being paid to the LWDA and 25% of the Net Settlement Amount ($_____) is being paid to Aggrieved Employees as required under the PAGA. Each individual Aggrieved Employee's share of the Net Settlement

Amount was determined by taking their individual number of pay periods worked between from July 28, 2022, through July 4, 2026, dividing that number by the number of pay periods worked for all Aggrieved Employees between from July 28, 2022, through July 4, 2026, and then multiplying that fraction by the 25% share of the Net Settlement Amount.

Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation. Should you have any questions or concerns, you may contact counsel for Plaintiff and/or Defendants.

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Donald Sullivan
Jackson Lewis P.C.
50 California St. 9th Floor
San Francisco, California 94111
Phone: 415-796-5453
On behalf of Defendants

Exhibit B

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff JASON THAO

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
02/13/2025
By: A. Gray Deputy

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JASON THAO, individually and on behalf of all other similarly situated employees,

Plaintiff,

vs.

PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. 23CV005801

FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES:

1. **Private Attorneys General Act**

Plaintiff JASON THAO ("Plaintiff") hereby files this First Amended Complaint against Defendants PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff allege the following:

INTRODUCTION

1. This is a Private Attorneys General Act ("PAGA") lawsuit brought by Plaintiff for civil penalties for violations of the California Labor Code, including failure to pay overtime wages, failure to pay minimum wages, meal and rest period violations, failure to provide accurate wage statements, failure to pay final wages, violation of Labor Code § 558, paid sick leave violations, and failure to pay vested vacation time.

JURISDICTION AND VENUE

2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code, California Business and Professions Code, and Wage Order No. 9.

3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of the wrongful acts and violations of law asserted herein occurred within Sacramento County. *See Crestwood Behavioral Health, Inc. v. Super. Ct.*, 60 Cal. App. 5th 1069, 1075 (2021) (holding venue in a PAGA action is proper in any county where other aggrieved employees worked).

4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency ("LWDA") on approximately May 26, 2023. Additionally, Plaintiff gave an amended written notice via online submission to the LWDA on approximately July 1, 2024. Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the $75.00 filing fee. The May 26, 2023, notice and the July 1, 2024, notice were also sent via certified mail to Defendants on the same day. To date,

the LWDA has not provided any response to Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf of himself and all similarly situated employees, *i.e.,* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees includes, but is not limited to the following: all non-exempt employees who worked for Defendants in California from May 26, 2020, to the present.

PARTIES

5. JASON THAO is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, PITTSBURG WHOLESALE GROCERS, INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges, that PERI NAVAB is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that PERI NAVAB is an owner, director, officer, and/or managing agent of PITTSBURG WHOLESALE GROCERS, INC. responsible for causing the violations outlined in this action. As such PERI NAVAB is individually liable pursuant to California Labor Code section 558.1.

8. Plaintiff is informed and believes, and thereupon alleges, that DAVID LUTTWAY is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that DAVID LUTTWAY is an owner, director, officer, and/or managing agent of PITTSBURG WHOLESALE GROCERS, INC. responsible for causing the violations outlined in this action. As such DAVID LUTTWAY is individually liable pursuant to California Labor Code section 558.1.

9. Plaintiff is informed and believes, and thereupon alleges, that REZA NEGHABAT is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that REZA NEGHABAT is an owner, director, officer, and/or managing agent of

PITTSBURG WHOLESALE GROCERS, INC. responsible for causing the violations outlined in this action. As such REZA NEGHABAT is individually liable pursuant to California Labor Code section 558.1.

10. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

11. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

13. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

14. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

GENERAL ALLEGATIONS

15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully set forth herein.

16. Plaintiff worked for Defendants from approximately October 2022 to March 2023 as a non-exempt employee.

17. Plaintiff and Aggrieved Employees regularly worked overtime hours over eight (8) hours in a day or forty (40) hours in a week. Defendants entered into an agreement with Plaintiff and Aggrieved Employees to pay them non-discretionary bonuses, such as longevity bonuses. However, Defendants failed to correctly incorporate the value of the non-discretionary bonuses into Plaintiff's and

Aggrieved Employees' regular rates of pay for the purpose of paying overtime wages, meal premiums, rest premiums, and paid sick time.

18. Plaintiff and Aggrieved Employees did not receive all legally compliant meal and rest periods they were entitled to. Due to the amount of work Defendants required, Plaintiff and Aggrieved Employees were unable to take all meal and rest periods. Plaintiff was reprimanded when he took his breaks because it caused him to return to the warehouse late. Defendants' written rest period policy failed to include "major fraction thereof" language. In addition, it was Defendants' practice to only provide Plaintiff and Aggrieved Employees with a maximum of two rest periods per shift regardless of their hours worked. Defendants paid some meal period premiums, but the premiums were not paid at the correct rate of pay as the value of non-discretionary bonuses was not incorporated.

19. Defendants' time records were not accurate as they reflected meal and rest periods that Plaintiff and Aggrieved Employees did not receive. Because Defendants deducted time from Plaintiff's and Aggrieved Employees' hours worked for meal periods they did not receive, they did not receive payment for all hours worked, and therefore are owed unpaid minimum and overtime wages.

20. Defendants required Plaintiff and similarly situated employees to indicate in the timekeeping system that they received their rest breaks. However, work demands and supervisory pressure to work through breaks often resulted in Plaintiff and similarly situated employees indicating that they took rest breaks in the time keeping system even though this did not occur the majority of the time. Plaintiff is informed and believes that other similarly situated employees indicated that they also took their rest breaks when in fact they did not. Additionally, Defendants did not pay Plaintiff and similarly situated employees for any time past the designated rest period if the time clocked for a break exceeded the designated rest period. Defendants did not communicate that this would occur to Plaintiff and similarly situated employees. Instead, Defendants resorted to self-help to deduct hours worked from Plaintiff and similarly situated employees in these small increments, making it extremely difficult to detect for employees. Defendants did not pay Plaintiff and similarly situated employees for working off the clock during rest breaks and for rest breaks.

21. Defendants provided paid sick time through a PTO policy. Defendants' policy was inadequate as Plaintiff and Aggrieved Employees did not accrue at least one hour of paid sick time for

every 30 hours they worked. Additionally, Defendants had a policy to begin PTO accrual for Plaintiff and Aggrieved Employees after their one-year anniversary with the company, which failed to provide Plaintiff and Aggrieved Employees with sick time they were entitled to under the law. Defendants' policy was to pay Plaintiff and Aggrieved Employees paid sick time at their base hourly rate of pay instead of the regular rate of pay, which should have incorporated the value of non-discretionary bonuses. Plaintiff and Aggrieved Employees had accrued, but unused PTO at the end of their employment that Defendants failed to pay out.

22. Defendants failed to provide Plaintiff and Aggrieved Employees with accurate wage statements. The wage statements Defendants provided did not accurately itemize employees' gross and net wages, meal period premiums, rest period premiums, and all applicable hourly rates in effect during the pay period, total hours worked, and the corresponding number of hours worked at each hourly rate.

23. At the time of Plaintiff's and Aggrieved Employees' termination or separation, Plaintiff and Aggrieved Employees had overtime, sick time, and meal and rest period premiums owing to them. To date, Defendants have not paid Plaintiff and Aggrieved Employees these wages they are owed.

24. Defendant PITTSBURG WHOLESALE GROCERS, INC. identified Defendant PERI NAVAB in its filings with the California Secretary of State during the claim period as its Chief Executive Officer and a director of the corporation. Plaintiff is informed and believes that PERI NAVAB was responsible for creating and electing to implement PITTSBURG WHOLESALE GROCERS, INC.'s payroll and compensation policies and practices or that PERI NAVAB was aware of such policies and practices and ratified them.

25. Defendant PITTSBURG WHOLESALE GROCERS, INC. identified Defendant DAVID LUTTWAY in its filings with the California Secretary of State during the claim period as its Secretary and Chief Financial Officer as well as a director of the corporation. Plaintiff is informed and believes that DAVID LUTTWAY was responsible for creating and electing to implement PITTSBURG WHOLESALE GROCERS, INC.'s payroll and compensation policies and practices or that DAVID LUTTWAY was aware of such policies and practices and ratified them.

26. Defendant PITTSBURG WHOLESALE GROCERS, INC. identified Defendant REZA NEGHABAT in its filings with the California Secretary of State during the claim period as a director of

the corporation. Plaintiff is informed and believes that REZA NEGHABAT was responsible for creating and electing to implement PITTSBURG WHOLESALE GROCERS, INC.'s payroll and compensation policies and practices or that REZA NEGHABAT was aware of such policies and practices and ratified them.

CAUSES OF ACTION
FIRST CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 26 as though fully set forth herein.

28. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 9, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 9, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 9, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 9, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 227.3 (Failure to Pay Vested Vacation Time)

29. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

30. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

31. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. As to the First Cause of Action:

   a. For civil penalties as provided in the Labor Code for each enumerated violation;

   b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars ($100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars ($200) for each aggrieved employee per pay period;

   c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

   d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

Dated: October 4, 2024

Shimoda & Rodriguez Law, PC

By: _____

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA **County of Sacramento** **720 Ninth Street, Room 102** **Sacramento, CA 95814-1380** **(916) 874-5522—www.saccourt.ca.gov**	For Court Use Only **FILED** Superior Court of California County of Sacramento 06/15/2026 M. Pipe, Deputy
Attorney or Party without Attorney (Name, Address, State BAR #): Galen T. Shimoda (SBN 226752) Justin P. Rodriguez (SBN 278275) 9401 E Stockton Blvd., #120 Elk Grove, CA 95624 Telephone No. (916)525-0716	
Plaintiff: Jason Thao Defendant: Pittsburg Wholesale Grocers, Inc., et al.	Case Number: 23CV005801

Amendment to Complaint

FICTITIOUS NAME (order not required)

On filing of the complaint, plaintiff(s) not knowing the true name of a defendant, and having designated defendant in the complaint by the fictitious name of:

DOE 1

and having discovered the true name of the defendant to be:

Pacific Groservice, Inc.

hereby amends the complaint by inserting the true name in place of the fictitious name where it appears in the complaint.

INCORRECT NAME (order required)

Plaintiff(s) having designated a □ defendant □ plaintiff in the complaint by the incorrect name of:

_____

and having discovered the true name of said □ defendant □ plaintiff to be:

_____

hereby amends the complaint by inserting the true name in place of such incorrect name where it appears in said complaint.

June 15, 2026 _____

Date Signature of Attorney or Party without attorney

ORDER

Proper cause appearing, plaintiff(s) is(are) allowed to file the above amendment to the complaint.

_____ _____

Date Judge of the Superior Court

Thao v. Pittsburg Wholesale Grocers, Inc.
Sacramento County Superior Court of California 23CV005801

PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On June 15, 2026, I served the following documents on the party below:

- **AMENDMENT TO COMPLAINT**

Donald Sullivan (SBN 191080) Andres L. Uriarte (SBN 347388) **Jackson Lewis, P.C.** 50 California St. 9th Floor San Francisco, CA 94111 Phone: (415) 796-5453 Facsimile: (415) 394-9401 Email: Donald.Sullivan@jacksonlewis.com andres.uriarte@jacksonlewis.com marianne.solano@jacksonlewis.com sfdocket@jacksonlewis.com	

[ ] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:_____.

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 June 15, 2026, at Salt Lake City, Utah.

Shaniya Baird

Exhibit C

Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

May 26, 2023

For Online Filing:

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

Re: ***Thao v. Pittsburg Wholesale Grocers, Inc.***

Dear Labor Commissioner,

As counsel for Jason Thao ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Pittsburg Wholesale Grocers, Inc.
567 Cinnabar Street
San Jose, California 95110

Peri Navab
567 Cinnabar Street
San Jose, California 95110

David Luttway
567 Cinnabar Street
San Jose, California 95110

Reza Neghabat
567 Cinnabar Street
San Jose, California 95110

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Pittsburg Wholesale Grocers, Inc., Peri Navab, David Luttway and Reza Neghabat ("Defendants"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all non-exempt employees who worked for Defendants in California from one year prior to the filing of this notice to the present. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018)

(finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendants from approximately October 2022 to March 2023 as a non-exempt employee.

Plaintiff and Aggrieved Employees regularly worked overtime hours over eight (8) hours in a day or forty (40) hours in a week. Defendants entered into an agreement with Plaintiff and Aggrieved Employees to pay them non-discretionary bonuses, such as longevity bonuses. However, Defendants failed to correctly incorporate the value of the non-discretionary bonuses into Plaintiff's and Aggrieved Employees' regular rates of pay for the purpose of paying overtime wages, meal premiums, rest premiums, and paid sick time.

Plaintiff and Aggrieved Employees did not receive all legally compliant meal and rest periods they were entitled to. Due to the amount of work Defendants required, Plaintiff and Aggrieved Employees were unable to take all meal and rest periods. Plaintiff was reprimanded when he took his breaks because it caused him to return to the warehouse late. Defendants' written rest period policy failed to include "major fraction thereof" language. In addition, it was Defendants' practice to only provide Plaintiff and Aggrieved Employees with a maximum of two rest periods per shift regardless of their hours worked. Defendants paid some meal period premiums, but the premiums were not paid at the correct rate of pay as the value of non-discretionary bonuses was not incorporated.

Defendants' time records were not accurate as they reflected meal and rest periods that Plaintiff and Aggrieved Employees did not receive. Because Defendants deducted time from Plaintiff's and Aggrieved Employees' hours worked for meal periods they did not receive, they did not receive payment for all hours worked, and therefore are owed unpaid minimum and overtime wages.

Defendants provided paid sick time through a PTO policy. Defendants' policy was inadequate as Plaintiff and Aggrieved Employees did not accrue at least one hour of paid sick time for every 30 hours they worked. Additionally, Defendants had a policy to begin PTO accrual for Plaintiff and Aggrieved Employees after their one-year anniversary with the company, which failed to provide Plaintiff and Aggrieved Employees with sick time they were entitled to under the law. Defendants' policy was to pay Plaintiff and Aggrieved Employees paid sick time at their base hourly rate of pay instead of the regular rate of pay, which should have incorporated the value of non-discretionary bonuses. Plaintiff and Aggrieved Employees had accrued, but unused PTO at the end of their employment that Defendants failed to pay out.

Defendants failed to provide Plaintiff and Aggrieved Employees with accurate wage statements. The wage statements Defendants provided did not accurately itemize employees' gross and net wages, meal period premiums, and all applicable hourly rates in effect during the pay period, total hours worked, and the corresponding number of hours worked at each hourly rate.

At the time of Plaintiff's and Aggrieved Employees' termination or separation, Plaintiff and Aggrieved Employees had overtime, sick time, and meal and rest period premiums owing to them. As of the date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees these wages they are owed.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 9, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 9, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 9, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

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Count Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 9, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 9, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 9, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Four – Violation of Labor Code § 226.7 and Wage Order No. 9, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 9, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Five – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . ." For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count Six – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime wages, paid sick time, meal premiums and rest premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Seven – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant agents, violated Plaintiff and Aggrieved Employees' rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Peri Navab, David Luttway and Reza Neghabat were officers, directors, shareholders, and/or managing agents of Pittsburg Wholesale Grocers, Inc. responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count Eight – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

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Count Nine – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendant failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count Ten – Violation of Labor Code §§ 227.3 (Failure to Pay Vested Vacation Time)

Labor Code section 227.3 provides that "whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination." As described above, Defendants had a policy to provide Plaintiff and Aggrieved Employees with PTO but failed to pay Plaintiff and Aggrieved Employees all PTO they had accrued but not used at the time of their separation.

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If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____
Justin P. Rodriguez

JPR:bb
cc: Client via e-mail

Thao v. Pittsburg Wholesale Grocers, Inc.

PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150

I, Elias Tapia, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On May 26, 2023, I served the following documents on the party below:

- Private Attorney General Act Letter

Pittsburg Wholesale Grocers, Inc. 567 Cinnabar Street San Jose, California 95110	Peri Navab 567 Cinnabar Street San Jose, California 95110
David Luttway 567 Cinnabar Street San Jose, California 95110	Reza Neghabat 567 Cinnabar Street San Jose, California 95110

[XXX] [By Certified Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Elk Grove, California, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:_____.

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 May 26, 2023, at Elk Grove, California.

E Tapia

Elias Tapia

Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

July 1, 2024

For Online Filing:

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

Re: ***Thao v. Pittsburg Wholesale Grocers, Inc.***

Dear Labor Commissioner,

I am writing this letter on behalf of my client Jason Thao ("Plaintiff") in order to amend our previously filed May 26, 2023, notice. By way of this notice, we are providing additional facts and theories of liability as well as clarifying previously stated theories of liability. Notice to the relevant employers pursuant to California Labor Code section 2699.3 is also being provided:

Pittsburg Wholesale Grocers, Inc.
567 Cinnabar Street
San Jose, California 95110

Peri Navab
567 Cinnabar Street
San Jose, California 95110

David Luttway
567 Cinnabar Street
San Jose, California 95110

Reza Neghabat
567 Cinnabar Street
San Jose, California 95110

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Pittsburg Wholesale Grocers, Inc., Peri Navab, David Luttway and Reza Neghabat ("Defendants"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all non-exempt employees who worked for Defendants in California from one year prior to the filing of this notice to the present. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals

pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendants from approximately October 2022 to March 2023 as a non-exempt employee.

Plaintiff and Aggrieved Employees regularly worked overtime hours over eight (8) hours in a day or forty (40) hours in a week. Defendants entered into an agreement with Plaintiff and Aggrieved Employees to pay them non-discretionary bonuses, such as longevity bonuses. However, Defendants failed to correctly incorporate the value of the non-discretionary bonuses into Plaintiff's and Aggrieved Employees' regular rates of pay for the purpose of paying overtime wages, meal premiums, rest premiums, and paid sick time.

Plaintiff and Aggrieved Employees did not receive all legally compliant meal and rest periods they were entitled to. Due to the amount of work Defendants required, Plaintiff and Aggrieved Employees were unable to take all meal and rest periods. Plaintiff was reprimanded when he took his breaks because it caused him to return to the warehouse late. Defendants' written rest period policy failed to include "major fraction thereof" language. In addition, it was Defendants' practice to only provide Plaintiff and Aggrieved Employees with a maximum of two rest periods per shift regardless of their hours worked. Defendants paid some meal period premiums, but the premiums were not paid at the correct rate of pay as the value of non-discretionary bonuses was not incorporated.

Defendants' time records were not accurate as they reflected meal and rest periods that Plaintiff and Aggrieved Employees did not receive. Because Defendants deducted time from Plaintiff's and Aggrieved Employees' hours worked for meal periods they did not receive, they did not receive payment for all hours worked, and therefore are owed unpaid minimum and overtime wages.

Defendants required Plaintiff and similarly situated employees to indicate in the timekeeping system that they received their rest breaks. However, work demands and supervisory pressure to work through breaks often resulted in Plaintiff and similarly situated employees indicating that they took rest breaks in the time keeping system even though this did not occur the majority of the time. Plaintiff is informed and believes that other similarly situated employees indicated that they also took their rest breaks when in fact they did not. Additionally, Defendants did not pay Plaintiff and similarly situated employees for any time past the designated rest period if the time clocked for a break exceeded the designated rest period. Defendants did not communicate that this would occur to Plaintiff and similarly situated employees. Instead, Defendants resorted to self-help to deduct hours worked from Plaintiff and

similarly situated employees in these small increments, making it extremely difficult to detect for employees. Defendants did not pay Plaintiff and similarly situated employees for working off the clock during rest breaks and for rest breaks.

Defendants provided paid sick time through a PTO policy. Defendants' policy was inadequate as Plaintiff and Aggrieved Employees did not accrue at least one hour of paid sick time for every 30 hours they worked. Additionally, Defendants had a policy to begin PTO accrual for Plaintiff and Aggrieved Employees after their one-year anniversary with the company, which failed to provide Plaintiff and Aggrieved Employees with sick time they were entitled to under the law. Defendants' policy was to pay Plaintiff and Aggrieved Employees paid sick time at their base hourly rate of pay instead of the regular rate of pay, which should have incorporated the value of non-discretionary bonuses. Plaintiff and Aggrieved Employees had accrued, but unused PTO at the end of their employment that Defendants failed to pay out.

Defendants failed to provide Plaintiff and Aggrieved Employees with accurate wage statements. The wage statements Defendants provided did not accurately itemize employees' gross and net wages, meal period premiums, rest period premiums, and all applicable hourly rates in effect during the pay period, total hours worked, and the corresponding number of hours worked at each hourly rate.

At the time of Plaintiff's and Aggrieved Employees' termination or separation, Plaintiff and Aggrieved Employees had overtime, sick time, and meal and rest period premiums owing to them. As of the date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees these wages they are owed.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 9, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 9, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 9, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 9, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 9, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 9, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Four – Violation of Labor Code § 226.7 and Wage Order No. 9, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 9, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Five – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on

written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . ." For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count Six – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime wages, paid sick time, meal premiums and rest premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Seven – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant agents, violated Plaintiff and Aggrieved Employees' rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Peri Navab, David Luttway and Reza Neghabat were officers, directors, shareholders, and/or managing agents of Pittsburg Wholesale Grocers, Inc. responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count Eight – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee

per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count Nine – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendant failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count Ten – Violation of Labor Code §§ 227.3 (Failure to Pay Vested Vacation Time)

Labor Code section 227.3 provides that "whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination." As described above, Defendants had a policy to provide Plaintiff and Aggrieved Employees with PTO but failed to pay Plaintiff and Aggrieved Employees all PTO they had accrued but not used at the time of their separation.

//

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____
Justin P. Rodriguez

JPR:rk
cc: Client via e-mail

Thao v. Pittsburg Wholesale Grocers, Inc.

PROOF OF SERVICE — CCP §§ 1013a and 2015.5 and California Rules of Court, Rule 1.21 and Rule 2.150

I, Shaniya Baird declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On July 1, 2024, I served the following documents on the party below:

- Amended Private Attorney General Act Letter

Pittsburg Wholesale Grocers, Inc. 567 Cinnabar Street San Jose, California 95110	Peri Navab 567 Cinnabar Street San Jose, California 95110
David Luttway 567 Cinnabar Street San Jose, California 95110	Reza Neghabat 567 Cinnabar Street San Jose, California 95110

[XXX] [By Certified Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:_____.

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 July 1, 2024, at Salt Lake City, Utah.

Shaniya Baird

Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

March 24, 2026

For Online Filing:

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

Re: ***Thao v. Pittsburg Wholesale Grocers, Inc.***

Dear Labor Commissioner,

I am writing this letter on behalf of my clientJason Thao ("Plaintiff") in order to amend our previously filed May 26, 2023, and July 1, 2024, notices. By way of this notice, we are clarifying the employers within the scope of Plaintiff's claims. Notice to the relevant employers pursuant to California Labor Code section 2699.3 is also being provided:

Pittsburg Wholesale Grocers, Inc.
118 West 76th Street
New York, NY 10023

Pacific Groservice, Inc.
567 Cinnabar Street
San Jose, California 95110

Peri Navab
567 Cinnabar Street
San Jose, California 95110

David Luttway
567 Cinnabar Street
San Jose, California 95110

Reza Neghabat
567 Cinnabar Street
San Jose, California 95110

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Pittsburg Wholesale Grocers, Inc., Pacific Groservice, Inc., Peri Navab, David Luttway and Reza Neghabat ("Defendants"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved

Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all non-exempt employees who worked for Defendants in California from one year prior to the filing of this notice to the present. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendants from approximately October 2022 to March 2023 as a non-exempt employee. Pittsburg Wholesale Grocers, Inc. and Pacific Groservice, Inc., both do business as, and hold themselves out to the public as, PITCO Foods. Pittsburg Wholesale Grocers, Inc. and Pacific Groservice, Inc., utilize the same employee handbooks, wage and hour policies, and share officers and directors, including Peri Navab, David Luttway, and Reza Neghabat.

Plaintiff and Aggrieved Employees regularly worked overtime hours over eight (8) hours in a day or forty (40) hours in a week. Defendants entered into an agreement with Plaintiff and Aggrieved Employees to pay them non-discretionary bonuses, such as longevity bonuses. However, Defendants failed to correctly incorporate the value of the non-discretionary bonuses into Plaintiff's and Aggrieved Employees' regular rates of pay for the purpose of paying overtime wages, meal premiums, rest premiums, and paid sick time.

Plaintiff and Aggrieved Employees did not receive all legally compliant meal and rest periods they were entitled to. Due to the amount of work Defendants required, Plaintiff and Aggrieved Employees were unable to take all meal and rest periods. Plaintiff was reprimanded when he took his breaks because it caused him to return to the warehouse late. Defendants' written rest period policy failed to include "major fraction thereof" language. In addition, it was Defendants' practice to only provide Plaintiff and Aggrieved Employees with a maximum of two rest periods per shift regardless of their hours worked. Defendants paid some meal period premiums, but the premiums were not paid at the correct rate of pay as the value of non-discretionary bonuses was not incorporated.

Defendants' time records were not accurate as they reflected meal and rest periods that Plaintiff and Aggrieved Employees did not receive. Because Defendants deducted time from Plaintiff's and Aggrieved Employees' hours worked for meal periods they did not receive, they did not receive payment for all hours worked, and therefore are owed unpaid minimum and overtime wages.

Defendants required Plaintiff and similarly situated employees to indicate in the timekeeping system that they received their rest breaks. However, work demands and supervisory pressure to work through breaks often resulted in Plaintiff and similarly situated employees indicating that they took rest breaks in the time keeping system even though this did not occur the majority of the time. Plaintiff is informed and believes that other similarly situated employees indicated that they also took their rest breaks when in fact they did not. Additionally, Defendants did not pay Plaintiff and similarly situated employees for any time past the designated rest period if the time clocked for a break exceeded the designated rest period. Defendants did not communicate that this would occur to Plaintiff and similarly situated employees. Instead, Defendants resorted to self-help to deduct hours worked from Plaintiff and similarly situated employees in these small increments, making it extremely difficult to detect for employees. Defendants did not pay Plaintiff and similarly situated employees for working off the clock during rest breaks and for rest breaks.

Defendants provided paid sick time through a PTO policy. Defendants' policy was inadequate as Plaintiff and Aggrieved Employees did not accrue at least one hour of paid sick time for every 30 hours they worked. Additionally, Defendants had a policy to begin PTO accrual for Plaintiff and Aggrieved Employees after their one-year anniversary with the company, which failed to provide Plaintiff and Aggrieved Employees with sick time they were entitled to under the law. Defendants' policy was to pay Plaintiff and Aggrieved Employees paid sick time at their base hourly rate of pay instead of the regular rate of pay, which should have incorporated the value of non-discretionary bonuses. Plaintiff and Aggrieved Employees had accrued, but unused PTO at the end of their employment that Defendants failed to pay out.

Defendants failed to provide Plaintiff and Aggrieved Employees with accurate wage statements. The wage statements Defendants provided did not accurately itemize employees' gross and net wages, meal period premiums, rest period premiums, and all applicable hourly rates in effect during the pay period, total hours worked, and the corresponding number of hours worked at each hourly rate.

At the time of Plaintiff's and Aggrieved Employees' termination or separation, Plaintiff and Aggrieved Employees had overtime, sick time, and meal and rest period premiums owing to them. As of the date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees these wages they are owed.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 9, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in

excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 9, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 9, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 9, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 9, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 9, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Four – Violation of Labor Code § 226.7 and Wage Order No. 9, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 9, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law.

Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Five – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . ." For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count Six – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime wages, paid sick time, meal premiums and rest premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Seven – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant agents, violated Plaintiff and Aggrieved Employees' rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Peri Navab, David Luttway and Reza Neghabat were officers, directors, shareholders, and/or managing agents of Pittsburg Wholesale Grocers, Inc. and/or Pacific Groservice, Inc. responsible for the violations stated herein as they were in a position of authority with the power

and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count Eight – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count Nine – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendant failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count Ten – Violation of Labor Code §§ 227.3 (Failure to Pay Vested Vacation Time)

Labor Code section 227.3 provides that "whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his

vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination." As described above, Defendants had a policy to provide Plaintiff and Aggrieved Employees with PTO but failed to pay Plaintiff and Aggrieved Employees all PTO they had accrued but not used at the time of their separation.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____
Justin P. Rodriguez

JPR
cc: Client via e-mail

Thao v. Pittsburg Wholesale Grocers, Inc.

PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150

I, Shaniya Baird declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On March 24, 2026, I served the following documents on the party below:

- Amended Private Attorney General Act Letter

Pittsburg Wholesale Grocers, Inc. 567 Cinnabar Street San Jose, California 95110	Pacific Groservice, Inc. 567 Cinnabar Street San Jose, California 95110
Peri Navab 567 Cinnabar Street San Jose, California 95110	David Luttway 567 Cinnabar Street San Jose, California95110
Reza Neghabat 567 Cinnabar Street San Jose, California 95110	

[XXX] [By Certified Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:_____.

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 March 24, 2026, at Salt Lake City, Utah.

Shaniya Baird

Exhibit D

DECLARATION OF LISA MULLINS

1. I am a resident of the United States of America and am over the age of 21. I am the President for ILYM Group, Inc., (herein after referred to as "ILYM Group"), a professional class action services provider. I am preparing this declaration at the request of Plaintiff's Counsel. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in disseminating PAGA settlements and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O Insurance policies up to $2,000,000 per incident and Cyber Insurance policies up to $5,000,000 per incident.

3. ILYM Group has never had any financial interests in nor affiliation with the parties or counsel in the *Thao v. PITCO Foods* matter.

4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from aggrieved employees. After receiving the data file from Defendant, which should contain the aggrieved employees' names, last known addresses, and social security numbers, ILYM Group will upload the data into our database and check for duplicates and other possible discrepancies.

5. As part of the preparation for notice and disbursement, ILYM Group will process aggrieved employees' names and addresses against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), to update and confirm the mailing addresses of the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original address provided by Defendant

for mailing the notice.

6. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks including but not limited to overview and reconciliation of account; (c) calculating the individual settlement amounts; (d) preparing, administrating, and distributing settlement award checks to the Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's not to exceed quote for this matter.

7. ILYM Group's fees associated with the administration of this settlement are capped at: **$7,850.00**.

I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day of November 2026, at Tustin, California.



Lisa Mullins

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

• Wage and Hour	• Consumer	• TCPA
• FLSA	• Finance	• Antitrust
• Insurance and Health Care	• ERISA	• Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of $32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with $62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- ***Administration Consultation***: Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- ***Fulfillment and Correspondence***: All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.

- ***Reverse Lookup***: A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.

- ***Creating Class Database***: All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.

- ***Claim Forms***: ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.

- ***Translations***: When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.

- ***Remails***: Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

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SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS
Notice Publication

- ***Legal Notices***: ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.

- ***Electronic Publication (Banner Ads)***: ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

- ***Electronic Mail Notices***: ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always "White List" accepted with minimal returns.

- ***Reach***: Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.

- ***Services Included***: Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- ***Case Notification, Maintenance and Management***: ILYM Group, Inc.'s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.

- ***Claims Processing***: All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.

- ***Call Center***: ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.

- ***Internet Support***: Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.

- ***Objection and Request for Exclusion***: All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

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SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- ***Network Security***: All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.

- ***Database Administration:*** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management***: Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.

- ***Check Printing and Mailing***: Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.

- ***Preparation, Filing and Reporting of Taxes***: ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report***: All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.

- ***Project Manager Final Report***: All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.

- ***Affidavits***: ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.

- ***Document Retention***: Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM | GROUP, Inc.
ADMINISTRATIVE SETTLEMENT EXPERTS

CLARUS
IT SOLUTIONS

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and "codes" No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes

Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes

EXHIBIT “C”

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Thao v. PITCO Foods

Tuesday, March 24, 2026

Requesting Attorney:
Justin Rodriguez
Shimoda & Rodriguez Law, PC
jrodriguez@shimodalaw.com
916.525.0716

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	1,075
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$2,071.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$5,209.00
Case Conclusion:	$570.00
Capped ILYM Fees & Expenses:	**$7,850.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Thao v. PITCO Foods

Tuesday, March 24, 2026

Requesting Attorney's Name: Justin Rodriguez

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	2	$300.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	3	$360.00
Certified Spanish Translation	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$300.00	1	$300.00
Toll-Free Customer Service Representative	Flat Rate	$361.00	1	$361.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

Subtotal **$2,071.00**

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	2	$300.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	2	$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	1,075	$1,612.50
USPS First Class 1oz Postage	Per Piece	$0.74	1,075	$795.50
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	151	$301.00
Preparation of Taxes	Hourly	$150.00	3	$450.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$5,209.00**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Process Unclaimed Funds	Flat Fee	$350.00	1	$350.00
Declaration	Hourly	$120.00	1	$120.00

Subtotal **$570.00**

Capped ILYM Fees & Expenses: **$7,850.00**

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit E

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

JASON THAO, individually and on behalf of all other similarly situated employees, Plaintiff, vs. PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 1 to 100, inclusive, Defendants.	**Case No. 23CV005801** **NOTICE OF PRIVATE ATTORNEY'S GENERAL ACT SETTLEMENT PAYMENT**

TO: **A**ll non-exempt employees who worked for Pittsburg Wholesale Grocers, Inc., and/or Pacific Groservice, Inc., in California from July 28, 2022, through July 4, 2026. (the "Aggrieved Employees")

This Notice is being provided to you to inform you of a Private Attorneys General Act ("PAGA") Settlement and your proportional share of this settlement payment. The payment is a result of a Court approved PAGA settlement in the case of *Thao v. Pittsburg Wholesale Grocers, Inc.*, *et al.,* Sacramento County Superior Court Case No. 23CV005801, filed August 1, 2023 (the "Action"). You are receiving this letter because you fall within the definition of Aggrieved Employees identified above.

In the Action, Plaintiff Jason Thao ("Plaintiff") sought to obtain civil penalties, fees, and costs on behalf of himself and Aggrieved Employees. Plaintiff alleged that Pittsburg Wholesale Grocers, Inc., and Pacific Groservice, Inc. ("Defendants") violated California law by 1) failing to pay overtime, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to maintain accurate records, 8) failing to provide sick leave, and 9) failing to pay vested vacation time. Plaintiff also alleged that these violations were caused by, and through, Defendants' officers and directors, causing violations of California Labor Code §§ 558 & 558.1. Defendants have denied all of Plaintiff's allegations.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. Defendants have denied engaging in any unlawful conduct in any respect and further disputes all of Plaintiff's allegations in the Action. By entering into the PAGA Settlement, Defendants do not admit any liability to Plaintiff or to any other current or former employees, and Defendants do not admit that any violations of Plaintiff's rights, or the rights of any other current or former employees has occurred.

Plaintiff filed notices with the California Labor and Workforce Development Agency ("LWDA") to exhaust administrative remedies and pursue claims under the PAGA, California Labor Code §§ 2698 *et seq.*, predicated on the claims outlined above. The scope of the PAGA Settlement includes all Aggrieved Employees as defined above. In exchange for payment under the Settlement, Plaintiff has agreed to waive any and all claims for civil penalties that were brought under the PAGA that were asserted in Plaintiff's notice letters to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein between from July 28, 2022, through July 4, 2026. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver does not extend to any non-PAGA claims you may have.

Under the terms of the Settlement, Defendants have agreed to pay a Gross Settlement Amount of $300,000 to resolve the PAGA claims ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount were sums approved by the Court for attorneys' fees ($_____), attorneys' costs ($_____), the fees and expenses of the Settlement Administrator ($_____), and an Enhancement Payment to Plaintiff ($_____), which will resulted in a "Net Settlement Amount" of $_____ for distribution to between Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") as required by the California Labor Code. 75% of the Net Settlement Amount ($_____) is being paid to the LWDA and 25% of the Net Settlement Amount ($_____) is being paid to Aggrieved Employees as required under the PAGA. Each individual Aggrieved Employee's share of the Net Settlement

Amount was determined by taking their individual number of pay periods worked between from July 28, 2022, through July 4, 2026, dividing that number by the number of pay periods worked for all Aggrieved Employees between from July 28, 2022, through July 4, 2026, and then multiplying that fraction by the 25% share of the Net Settlement Amount.

Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation. Should you have any questions or concerns, you may contact counsel for Plaintiff and/or Defendants.

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Mahzad K. Hite
Andres L. Uriarte
Jackson Lewis P.C.
50 California St. 9th Floor
San Francisco, California 94111
Phone: 415-796-5453
On behalf of Defendants

Exhibit F

Exhibit G

Date	Description	Amount
5/26/23	Certified Mail - PAGA Ltrs to ERs	$22.60
5/27/23	Payment to LWDA - PAGA Filing Fee	$75.00
8/7/23	One Legal Service Fee - $1000 complex fee, $435 complaint fee, $125.72 filing fee	$1,560.72
9/15/23	One Legal Service Fee - Proof of service order 21161344	$83.39
9/26/23	One Legal Service Fee - Proof of service 21208332	$83.39
9/27/23	Administration/Copy Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	$500.00
3/1/24	One Legal Service Fee - Joint Case Management Statement 22350869	$16.88
3/13/24	One Legal Service Fee - $120 court fee Motion to compel discovery 22441007	$140.42
3/14/24	One Legal Service Fee - Proof of service 22445467	$16.88
3/26/24	One Legal Service Fee - notice 22531998	$16.88
5/7/24	One Legal Service Fee -Joint Case Management Statement 22845274	$16.88
6/6/24	One Legal Service Fee - Continuance order 23065122	$37.47
7/1/24	Certified Mail - Amended PAGA Letters to ERs.	$32.20
8/8/24	One Legal Service Fee -statement order 23487510	$13.85
10/17/24	One Legal Service Fee -amended complaint order 23872780	$13.89
11/5/24	One Legal Service Fee - motion to amend 24076663	$80.48
12/26/24	One Legal Service Fee - case management statement 24393862	$19.36
2/14/25	Amended Complaint 24714364	$19.36
6/18/25	25634465 | Joint Case Management Statement	$19.36
10/17/25	One Legal Service Fee - Joint Case Management Statement 26555706	$19.36
3/24/26	Mediation	$9,750.00
4/1/26	One Legal Service Fee - Joint Case Management Statement |27845675	$20.34
6/17/26	One Legal Service Fee - Amendment to Complaint | 28496654	$20.34
6/29/26	Affordable Legal Service - Service of Complaint to Pacific Groservice, Inc. | 314956-01	$72.25
6/29/26	One Legal Service Fee - Proof of Service of Summons | 28612566	$20.34
7/10/26	One Legal Service Fee - Joint Case Management Conference Statement | 28712040	$20.34
8/19/26	One Legal Service Fee - Joint Case Management Conference Statement | 29050148	$20.34
Anticipated	Motion for Preliminary Approval	$125.00
Anticipated	Case Management Conference Statement	$25.00
Anticipated	Notice of Entry of Judgment or Order	$25.00
Anticipated	Compliance Declarations	$25.00
	TOTAL:	**$12,912.32**

Exhibit H

TASK CATEGORY	GTS	JPR	RK
Pre-filing investigation, Pleadings, Admin Exhaustion. Includes initial client meeting and review of claims and documents; Pre-filing investigation/research; Review of payroll records and prior filings against Defendants; Drafting pleadings, notices, administrative filings; Reviewing and responding to pleadings and court filings; Communications with opposing counsel regarding same, and communications with client regarding same.	**29.1**	**15.9**	**1.8**
Case Review, Management, Strategy Meetings. Includes time spent discussing general plan of action updates and strategies in weekly meetings, research and analysis regarding claims and manageability issues related to PAGA litigation, case management conferences and related meet/confer, drafting of statements, and attendance for hearings. Communications with opposing counsel regarding same, communications with client regarding same.	**12.9**	**14.8**	**3.1**
Discovery (Non-Mediation Related). Includes time spent preparing discovery requests, Belaire Notices, Protective Orders, Confidentiality Agreements, meet and confer regarding same. Review and respond to discovery requests, including document review, public records searches, meet and confer and law and motion regarding same. Interviewing witnesses, reviewing documents. Communications with opposing counsel regarding same, communications with client regarding same.	**3.7**	**8.2**	**-**
Discovery / Investigation for Mediation. Includes time spent preparing informal/formal discovery specifically geared towards mediation, reviewing informal mediation productions, including data, analyses, documents, public records, analyze sample data. Communications with opposing counsel regarding same, communications with client regarding same.	**7.4**	**17.2**	**-**
Mediation / Settlement Conference. Includes time spent drafting mediation brief and accompanying exhibits, preparing for, and attending, mediation, drafting damages analysis, communications with client and mediator. Communications with opposing counsel regarding same, communications with client regarding same. Includes legal research relating to issues on day of mediation.	**13.6**	**16**	**-**
Settlement. Includes time spent negotiating, preparing MOU, long form agreement, and exhibit, revisions relating thereto, research regarding any approval procedures or issues regarding disputed terms. Communications with opposing counsel regarding same, communications with client regarding same.	**1.7**	**12.7**	**5.4**
Settlement Approval and Administration. Includes time spent drafting motion for approval and supporting declarations and order. Includes estimated 10 hours for preparing for and attending hearing, speaking with Settlement Administrator regarding calculations and distributions, analyze calculations and estimated disbursements, review notice updates, preparing for and attending compliance hearing, communicate with opposing counsel regarding same, communicate with client regarding same.	**2.8**	**26.4**	**10.3**
Total Per Billing Party:	**71.2**	**111.2**	**20.6**

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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JASON THAO, individually and on behalf of all other similarly situated employees,

Plaintiff,

vs.

PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 2 to 100, inclusive,

Defendants.

Case No. 23CV005801

Assigned for All Purposes to Hon. Jill H. Talley
Department 8A

MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Reservation No. A-05801-003

Date: December 11, 2026
Time: 9:00 a.m.
Dept.: 8A
Judge: Hon. Jill H. Talley

Filed: August 1, 2023
FAC Filed: February 13, 2025
Trial Date: None Set

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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Jason Thao ("Plaintiff") seeks approval of a non-reversionary Private Attorneys General Act ("PAGA") Settlement in the gross amount of $300,000. *See generally* Exhibit A (Proposed PAGA Settlement ["Agreement"]). Plaintiff brought this PAGA lawsuit on behalf of the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees against Defendants Pittsburg Wholesale Grocers, Inc., Pacific Groservice, Inc., Peri Navab, David Luttway, and Reza Neghabat ("Defendants") (Plaintiff and Defendants sometimes collectively referred to as the "Parties"). *See generally* Exhibit B (Plaintiff's Operative Complaint). There are approximately 920 Aggrieved Employees.

Plaintiff has alleged that Defendants 1) failed to pay overtime wages, 2) failed to pay minimum wages, 3) failed to provide meal periods or pay premiums in lieu thereof, 4) failed to provide rest periods or pay premiums in lieu thereof, 5) failed to provide accurate wage statements, 6) failed to pay final wages, 7) violated Labor Code sections 558 and 558.1 regarding provisions regulating hours and days of work in any Industrial Welfare Commission Order, 8) failed to maintain accurate records, 9) failed to provide sick leave, and 10) failed to pay vested vacation time. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez ("Decl. Rodriguez"), ¶¶ 2, 11-13. Defendants have denied all of Plaintiff's allegations and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 7. However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiff and Plaintiff's counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 8-9, 11-14; Declaration of Jason Thao ("Decl. Thao"), ¶ 7. The Agreement was entered into in good faith by the Parties to resolve heavily contested claims and guarantees a reasonable recovery for Aggrieved Employees and the LWDA.

Accordingly, Plaintiff is requesting that the Court: (1) make a finding that Plaintiff has exhausted all administrative remedies and that Plaintiff is authorized to enter into the proposed Agreement on behalf of the LWDA; (2) approve the proposed Agreement as fair, reasonable, and adequate; (3) set dates for, and direct distribution of, payment and the Notice of Settlement (Exhibit E) to Aggrieved

Employees as set forth in the Agreement and (4) adopt the implementation schedule contained in the proposed order.

II. PROCEDURAL AND LITIGATION HISTORY

Prior to filing this lawsuit, Plaintiff gave written notice to the LWDA and Defendants, providing facts and the legal basis for all claims asserted in the Complaint. *See* Exhibit C (Plaintiff's Ltrs. to the LWDA); Decl. Rodriguez, ¶ 3. Plaintiff also submitted the $75.00 filing fee. *See* Decl. Rodriguez ¶ 3. Amended notices were filed on July 1, 2024, and March 24, 2026, both of which were served via certified at the time of filing. *See id.* at ¶¶ 3-4; Exhibit C. The LWDA did not provide any response to any of Plaintiff's notice correspondence within the statutorily required time frame and, as a result, Plaintiff became authorized to act as a Private Attorney General for all asserted claims in the operative First Amended Complaint, which was filed on February 13, 2025. *See* Decl. Rodriguez ¶¶ 3-4; Cal. Lab. Code § 2699.3(a), (c)[1]. Plaintiff filed a DOE Amendment on June 15, 2026, naming Defendant Pacific Groservice, Inc., as DOE 1. A copy of the DOE amendment was also uploaded to the LWDA after Plaintiff received a filed copy back from Court. *See* Decl. Rodriguez ¶ 3. No trial date has been set in this matter. *See id.* at ¶ 5.

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiff thoroughly investigated the merits of the claims and potential damages for such claims. *See id.* at ¶¶ 3, 7-14; Decl. Thao, ¶¶ 3, 5-7. Plaintiff worked during the time all of Defendants' policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Thao, ¶¶ 2-3, 5-7. The Parties engaged in formal and informal discovery and exchange of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data and relevant policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including merits issues, damages, the scope and configuration of Aggrieved Employees, the content and implementation of the wage and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Rodriguez ¶¶ 8-9. The

[1] Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the initial PAGA notice in this case predates this, all further references to the PAGA will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

information allowed Plaintiff to determine the extent and frequency of any violations in accordance with Plaintiff's contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.* at ¶¶ 8-9, 11-14.

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiff and Defendants Engaged in Extensive Arm's Length Negotiations

The final settlement occurred only after extended, arm's length negotiations. Over the course of approximately three (3) years, Plaintiff has been investigating the claims and discussing with Defendants' counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 8-13. The Parties exchanged substantial amounts of information and legal analysis in connection with these discussions. *See id.* It was only after these extended discussions, which included a full day mediation with Honorable Amy D. Hogue (Ret.), that the Parties were able resolve all claims and enter into the Agreement. *See id.* at ¶ 10.

b. The Terms of the Agreement

1. The scope of Aggrieved Employees covered under the Agreement includes all non-exempt employees who worked for Defendants in California from July 28, 2022, through July 4, 2026. *See* Exhibit A, ¶ 1.2. There are approximately 920 Aggrieved Employees.

2. Defendants will pay the Gross Settlement Amount of $300,000. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will revert to Defendants. *See id.* at ¶ 5.5.

3. Subject to Court approval, the Parties have selected ILYM Group, Inc. to act as the Settlement Administrator, who has provided a maximum cost estimate of $7,850. *See* Exhibit D (ILYM Group, Inc. Bid); Exhibit A, ¶ 1.27; Decl. Rodriguez, ¶ 27.

4. The Parties agree that up to Thirty Five Percent (35%) of the Gross Settlement Amount ($105,000) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendants will not oppose any application for attorneys' fees so long as it is within this threshold. *See* Exhibit A, ¶ 5.2. Additionally, the Parties agree that Plaintiff will also be entitled to the actual litigation costs as approved by the Court in an amount not to exceed $15,000. *See id.* At the time this Motion was filed, the estimated total costs incurred and that will be incurred in the future as a result of the litigation and

implementing the terms of the Agreement are $12,912.32. *See* Decl. Rodriguez ¶ 26; Exhibit G (Plaintiff's Itemized Costs).

5. Up to $10,000 will be paid to Plaintiff as an Enhancement Payment. This amount will be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶ 5.4.

6. Any allocated amounts under the Agreement for attorney's fees and costs, any Enhancement Payment, and Settlement Administrator Costs that are not ultimately awarded by the Court will remain part of the Net Settlement Amount and be paid out to the LWDA and Aggrieved Employees. These amounts will be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See id.* at ¶¶ 1.12, 1.14, 1.18, 5.2-5.3, 5.7.

7. Any and all claims for civil penalties under the PAGA that were asserted in Plaintiff's notice letters to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein will be deemed fully, finally, and forever released against the Released Parties. *See* Exhibit A, ¶¶ 1.17, 1.25-1.26, 6.1.

8. The Settlement Administrator will perform searches to locate Aggrieved Employees based on the last contact information in Defendants' possession. The searches will include reference to the U.S. Postal Service's National Change of Address Database and, for any notice returned as undeliverable, skip tracing using the individual's social security number and other pertinent identifying information. *See id.* at ¶¶ 7.2, 7.5-7.7. Although not required to provide a notice of settlement to Aggrieved Employees in connection with the Individual Settlement Amount, Aggrieved Employees will receive a notice giving them information concerning all material terms of the settlement. *See id.* at ¶ 7.5; Exhibit E; *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 WL 1340777, *5 (N.D. Cal. 2010) ("Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim"); *see also Arias v. Superior Ct.*, 46 Cal.4th 969, 984-988 (2009) (rejecting a defendant's due process argument that aggrieved employees must be given notice similar to class members in class actions).

9. For any portion of the Net Settlement Amount allocated to Aggrieved Employees that is not claimed by them by cashing their respective settlement checks within 180 days of issuance, the remaining amount shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and Working

Wardrobes under the doctrine of *cy pres*. *See* Exhibit A, at ¶ 5.5. Because the Agreement provides for the distribution of all funds such that there is no residue, the provisions of California Civil Procedure Code section 384 are inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated beneficiaries clearly promote the law consistent with the objectives and purposes underlying the lawsuit, as they are non-profits aimed at assisting individuals and employees with wage and hour claims and finding employment. For example, Capital Pro Bono, Inc., helps employees who cannot afford legal representation, including providing representation for employees in wage claims before the California Labor Commissioner, whereas Working Wardrobes helps individuals with finding employment by providing training, resume writing skills, interview training, and professional wardrobes for interviews. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720, 722-724 (2006); *see also* Decl. Rodriguez, ¶¶ 30-40.

c. Allocation of Settlement Funds

A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any attorneys' fees and costs, any Enhancement Payment, and/or Settlement Administrator Costs awarded by the Court. *See* Exhibit A, ¶¶ 1.14, 5.8. The Net Settlement Amount shall be divided between the PAGA Payment and payment to Aggrieved Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement Amount. *See* Cal. Lab. Code § 2699(i). 25% of the Net Settlement Amount will be paid to Aggrieved Employees. *See id.* Each Individual Settlement Amount shall be determined by taking the Qualifying Pay Periods for the individual Aggrieved Employee and dividing that by the Qualifying Pay Periods for all Aggrieved Employees and multiplying that fraction by the 25% share of the Net Settlement Amount. *See* Exhibit A, ¶¶ 1.24, 5.8. The payment to Aggrieved Employee's will be characterized as 1099 income for tax reporting purposes. *See id.* at ¶ 5.7.

V. THE AGREEMENT SHOULD BE APPROVED AS PLAINTIFF MET ALL STATUTORY REQUIREMENTS FOR PROCEEDING WITH THE PAGA CLAIM AND THE AGREEMENT IS FAIR, REASONABLE, AND ADEQUATE

A PAGA settlement is not effective unless the statutory requirements for becoming an authorized representative of the LWDA have been complied with and the Court has reviewed and approved the terms of the PAGA settlement. *See* Cal. Lab. Code §§ 2699(l)(2), 2699.3(a), (c). The Court has broad discretion in making the decision to approve or reject a settlement for civil penalties as the statutory

scheme authorizes the Court to determine whether, in certain circumstances, penalties should be assessed and, if assessed, the appropriate amount of penalties based on the facts and circumstances of the case. *See id.* at § 2699(e)(1)-(2). In evaluating a PAGA settlement, the Court must determine "whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.*, 72 Cal.App.5th 56, 77 (2021). In setting this standard, the *Moniz* Court invoked the same established framework Courts use to evaluate whether class action settlements are fair, reasonable, and adequate. *See id.*; *see also Chamberlain v. Baker Hughes, a GE Co., LLC*, 2020 WL 4350207, *4 n.5 (E.D. Cal. 2020) (expressly incorporating the multi-factor test used in class cases); *O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1132-1134 (N.D. Cal. 2016) (evaluating the settlement by comparing the amount paid in relation to the likely available damages and risks of litigation); *Jordan v. NCI Group, Inc.*, 2018 WL 1409590, *2 (C.D. Cal. 2018) (same). This framework has been used many times over by multiple Courts. *See, e.g.*, *Kabasele v. Salon*, 2023 WL 4747691, *2 (E.D. Cal. 2023); *Ramirez v. Benito Valley Farms, LLC*, 2017 WL 3670794, *3 (N.D. Cal. Aug. 25, 2017); *Gutilla v. Aerotek, Inc.*, 2017 WL 2729864, *3, n.4 (E.D. Cal. 2017); *Rincon v. W. Coast Tomato Growers, LLC*, 2018 WL 828104, *2 (S.D. Cal. 2018); *Patel v. Nike Retail Services, Inc.*, 2019 WL 2029061, *2 (N.D. Cal. 2019). An important difference in the analysis, however, is that the evaluation should focus on the amount of the settlement as a whole rather than any individual aggrieved employee's share because a PAGA lawsuit is fundamentally a law enforcement action where the "relief is designed to protect the public[,] not to benefit private parties." *See Moniz*, 72 Cal.App.5th at 74 (internal quotation and citations omitted).

a. <u>Plaintiff has Met All Statutory Requirements For Proceeding With A PAGA Claim</u>

An aggrieved employee must give written notice of the facts, theories, and statutes supporting the violations to the LWDA by online filing and by certified mail to the employer as well as pay a filing fee of $75.00. *See* Cal. Lab. Code §§ 2699.3(a)(1)(A)-(B), (c)(1)(A)-(B). An "'aggrieved employee' means any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed." *Id.* at § 2699(c). If the LWDA does not provide notice of its intent to investigate within 65 calendar days of the notice, the aggrieved employee may commence a civil

action. *See id.* at §§ 2699.3(a)(2)(A), 2699.5. For alleged violations of the Labor Code sections not enumerated in section 2699.5, an aggrieved employee may commence a civil action if the employer has not cured the alleged violations within 33 calendar days of the notice. *See id.* at § 2699.3(c)(2)(A). An aggrieved employee must also submit a copy of any proposed PAGA settlement to the LWDA at the same time the agreement is submitted to Court. *See id.* at § 2699(l)(2).

As set forth above, Plaintiff complied with all statutory requirements to commence a civil action. *See* Decl. Rodriguez ¶¶ 3-4; Exhibit C. The notice letters to the LWDA set forth all claims and theories of liability stated in the Complaint as well as supporting facts. *See* Exhibit C. Plaintiff also paid the $75.00 filing fee. *See* Decl. Rodriguez ¶¶ 3-4. As the LWDA did not provide any notice of its intent to investigate within the required time frame and no cure under the statute took place, Plaintiff is authorized resolve those claims contained in the notice letters. *See id.*; Exhibit C. Furthermore, Plaintiff has provided a copy of the Agreement *and* this entire motion for approval to the LWDA for its consideration at the same time this motion was filed. *See* Rodriguez ¶ 28; Exhibit F (Proof of Submission of Proposed Settlement Agreement to LWDA).

b. <u>The Terms of The Settlement Are Fair, Reasonable, and Adequate</u>

Factors to consider in determining whether the PAGA Settlement Agreement is fair, reasonable, and adequate include the strength of the case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, and the experience and views of counsel. *See Chamberlain*, 2020 WL 4350207, *4 n.5; *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. "A presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation . . . ." *Dunk*, 48 Cal.App.4th at 1802. Indeed, the law favors settlement of lawsuits, particularly complex litigation cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992); *In re Synocor ERISA Litigation*, 516 F.3d 1095, 1101 (9th Cir. 2008).

i. The Agreement is a Result of Extensive, Non-Collusive Arm's Length Negotiations Between the Parties

Settlement of the PAGA claims was reached only after substantial litigation and extensive arm's length negotiations lasting nearly three (3) years, which included a full day mediation. *See* Decl. Rodriguez, ¶¶ 8-10. At all times, the negotiations were adversarial, although still professional in nature. *See id*.

ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter into an Informed and Reasonable Settlement

The Parties were in possession of all necessary information during the negotiations. The Parties engaged in substantial formal and informal discovery, which included all necessary components for evaluating the PAGA claims and creating an accurate damages model. *See id.* at ¶¶ 8-13. Plaintiff was in possession of this information prior to calculating any damages in this case. *See id.* As a result, Plaintiff was able to make a reasonable estimation of Defendants' potential liability. *See id*. For these reasons, the settlement now before the Court was reached at a stage where the parties "have a clear view of the strengths and weaknesses of their cases" sufficient to support the settlement. *See Kang v. Credit Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

iii. Plaintiff's Counsel are Experienced in Similar Litigation

Plaintiff's Counsel have considerable experience in complex litigation such as class and PAGA actions. *See* Decl. Rodriguez, ¶¶ 16-22. Thus, Plaintiff's Counsel are qualified to evaluate the PAGA claims, the value of settlement versus moving forward with litigation, and viability of possible affirmative defenses. Plaintiff's Counsel believe that the Agreement is fair, reasonable, and adequate in light of the risks associated with the claims, the uncertainties of complex litigation, and the secured benefit to Aggrieved Employees and the LWDA that the Agreement provides. *See id.*

iv. The Settlement is Fair and Reasonable Based on the Strength of Plaintiff's Case and the Risks and Costs of Further Litigation

Plaintiff's claims and the manageability of the litigation proceeding as a PAGA action were heavily disputed by Defendants. *See* Decl. Rodriguez, ¶¶ 7-13. Based on the records and facts of this

case, Plaintiff has secured a gross recovery of approximately 8.76% of the maximum value of the claims in this matter ($3,425,367.20) and between 43.4% and 876.7% of the more realistic range of recovery after accounting for the risks on the merits and potential discretionary reductions in civil penalties by the Court. *See* Decl. Rodriguez, ¶¶ 11-13. This also equates to approximately $5.74 per pay period. *See id.* at ¶ 13. The $300,000 Gross Settlement Amount is a reasonable compromise and exceeds approved settlement ranges in other PAGA cases whether comparing either absolute numbers or as a percentage of total available damages. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving $0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving $10,000 PAGA settlement allocation where total PAGA penalty exposure was approximately $5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving $4,000 PAGA allocation in $275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving $2,500 PAGA allocation when attorneys' fees award alone amounted to $200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving $3,000 PAGA allocation in $1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving $1,500 PAGA allocation in $1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving $100,000 PAGA allocation in $3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at $53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving $10,000 PAGA allocation in a $3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) ($10,000 PAGA allocation from $2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) ($10,000 PAGA allocation from $6,900,000 settlement fund).

v. The Proposed Settlement is a Reasonable Compromise of Claims

In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional information be presented in representative action settlements "to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation . . . ." *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar* also does not require an explicit statement of the maximum amount to be recovered if Plaintiff prevailed on all the claims, provided there is a record that allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation." *Id.* at 409.

Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 11-13. The record demonstrates that the compromises made by Plaintiff were reasonable and have resulted in a settlement with recovery percentage well within the range of what has been found to be sufficient in several other cases. *See, supra,* Section V.b.iv; *see also Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) ("The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved"); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) ("In fact there is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery").

VI. THE AMOUNTS REQUESTED FOR ATTORNEY'S FEES AND COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE AND SHOULD BE APPROVED

California state and federal courts have recognized that when a litigant's efforts create or preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally among all the beneficiaries to compensate those who created the fund. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-481 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Vincent v.*

Hughes Air West, Inc., 557 F.2d 759, 769 (9th Cir. 1977); *Mills v. Electric Auto-Lite Co*., 396 U.S. 375 (1970); *see also Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1977). Courts have approved using a percentage of the fund to calculate reasonable attorney fee awards where the amount of the settlement is certain or is an easily calculable sum of money. *See Dunk,* 48 Cal.App.4th at 1808. The Ninth Circuit has also held that the common fund doctrine applies when: (1) the class of beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the fee can be shifted with some exactitude to those benefitting. *See Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271 (9th Cir. 1989). These criteria are "easily met" when "each member of a represented group has an undisputed and mathematically ascertainable claim to part of a lump-sum settlement recovered on his behalf." *Id*. at 271 (citations omitted).

Although this litigation is under the PAGA and not a class action, the basis for a common fund applies with equal force. The three (3) factors set forth in *Paul, Johnson, Alston & Hunt*, exist in this case because there is a sufficiently identifiable class of beneficiaries (*e.g* Aggrieved Employees and the LWDA), the benefits can be accurately traced to the Agreement Plaintiff and Plaintiff counsel were able to negotiate on behalf of the LWDA and Aggrieved Employees, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum of the common fund. Historically, attorneys' fee awards in common fund cases in general range from 20% to 50% of the fund, depending on the circumstances of the case. *See* Newberg on Class Actions, (3rd Ed. 1992), § 14.03 (finding 50% to be the upper limit). Awards ranging between 30% and 40% of the fund are generally approved as reasonable in representative litigation settlements below $10 million. *See, e.g., Martin v. AmeriPride Servs., Inc.*, 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between 30%-40% where the gross settlement amount is less than $10 million); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *8 (S.D. Cal. 2010) (collecting cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount, including *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009) [awarding 33.33% fee on a $5.6 million wage and hour class action], *Birch v. Office Depot, Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40% fee on a $16 million wage and hour class

action], and *Rippee v. Boston Mkt. Corp.*, Case No. 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee on a $3.75 million wage and hour class action]). Plaintiff's request of $105,000 (35%) falls within these typical fee arrangements. *See* Decl. Rodriguez, ¶ 23.

A lodestar-multiplier cross check validates the proposed fee. *See Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 496, 504 (2016). Plaintiff's counsel will have spent a combined 203 hours litigating this action by the time the settlement is fully implemented and monitoring the settlement through the complete distribution of all funds and reporting at compliance hearing(s) is done. *See* Decl. Rodriguez, ¶ 24. Plaintiff's counsel reasonably spent a substantial amount of time pursuing the ultimate result obtained in this case. *See Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983); Exhibit H (Plaintiff's Attorney's Fee Summary Chart); *Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th 691, 699 (2014) ("Because time records are not required under California law … , there is no required level of detail that counsel must achieve.") (internal quotations omitted). At Plaintiff's counsel's hourly rates, this equates to a combined lodestar of approximately $165,915. *See* Decl. Rodriguez, ¶¶ 23-25. The hourly rates used by Plaintiff's counsel to calculate the lodestar were judicially approved by the Sacramento County Superior Court in September 2026. *See* Decl. Rodriguez, ¶ 25. Prior judicial determinations of an attorney's rates are satisfactory evidence that those rates are reasonable, prevailing market rates. *See United Steelworkers of Am. v. Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990) ("rate determinations in other cases, particularly those setting a rate for the plaintiffs' attorney, are satisfactory evidence of the prevailing market rate"); *Children's Hosp. and Med. Ctr. v. Bonta*, 97 Cal.App.4th 740, 783 (2002) (noting rates were reasonable where they were "within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work").

An award of $105,000 for attorney's fees would result in a negative multiplier of the total lodestar. Although appropriate attorney's fee award should include a multiplier to account for the contingent nature and risk associated with fee, the fact that the attorney's fee award in this case would result in a negative multiplier is further evidence of the reasonableness of the requested fee. *See Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)*, 19 F.3d 1291, 1299, 1300-1301 (9th Cir. 1994) ("in the common fund context, attorneys whose compensation depends on their winning

the case, must make up in compensation in the cases they win for the lack of compensation in the cases they lose").

Plaintiff's Counsel seeks reimbursement of $12,912.32 for the expenses they have and will continue to incur while prosecuting this litigation through any compliance hearing. This is less than the $15,000 provided for in the Agreement. An itemization for these costs is being filed with this motion as Exhibit G. All expenses were necessarily incurred to properly litigate this case. *See id.* The appropriate analysis in determining whether particular costs are compensable is whether they are of the type typically billed by attorneys to paying clients in the marketplace. *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) ("Harris may recover as part of the award of attorney's fees those out-of pocket expenses that 'would normally be charged to a fee paying client.'"); *Abrams v. Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995) (expenses recoverable if customary to bill clients for them); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8 F.3d 722, 725-26 (10th Cir. 1993) (expenses reimbursable if normally billed to client). The categories of expenses for which Plaintiff's counsel seek reimbursement here are categories normally charged to hourly clients and, therefore, should be reimbursed out of the common fund. *See* Decl. Rodriguez, ¶ 26.

With respect to the requested Enhancement Payment to Plaintiff**,** the amount sought is also within ranges that have been approved in similar cases. *See Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1393 (approving $10,000 awards to each of the four (4) named plaintiffs); *West v. Circle K Stores, Inc.*, 2006 WL 8458679, *2–3, *7-*8 (E.D. Cal. 2006) (awarding $15,000 to each of the named representatives who spent 100 hours and 80 hours, respectively, prosecuting the case on behalf of class members)[2]; *Dent v. ITC Serv. Grp., Inc.*, 2013 WL 5437331, *4, *7, *9 (D. Nev. 2013) (awarding a $15,000 representative enhancement out of a $150,000 settlement for approximately 530 class members). Plaintiff has spent a substantial amount of time prosecuting the case for the benefit of Aggrieved Employees and the LWDA. *See* Decl. Thao, ¶ 8. Plaintiff has been subjected to burdens no

[2] In *West*, information necessary to assess enhancement payments relative to average payments received by class members was stated in connection with preliminary approval proceedings. There were 1,752 class members in the vacation subclass and 14,000 class members in the meal period subclass, totaling 15,752 class members in all. Thus, in a $5,000,000 gross settlement, the *West* Court approved the $15,000 enhancements where the average gross award for class members was $317.42. *Compare West v. Circle K Stores, Inc.*, 2006 WL 1652598, *3 (E.D. Cal. 2006) *with West v. Circle K Stores, Inc.*, 2006 WL 8458679, *2–3, *7-*8 (E.D. Cal. 2006).

other Aggrieved Employee has had to endure as part of this litigation, including waiving all his individual claims beyond the PAGA claims. *See* Exhibit A, ¶ 5.4; Decl. Thao, ¶ 9. An Enhancement Payment of $10,000 is appropriate compensation for Plaintiff's efforts on behalf of Aggrieved Employees and the LWDA in this case.

The $7,850 in Settlement Administrator Costs is also within ranges approved by Courts and should be approved in this case. *See Patel*, 2019 WL 2029061, *2 ($5,261 for settlement administrator's fees was not excessive where PAGA group consisted of 40 employees); Exhibit D; Decl. Rodriguez, ¶ 27.

VII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court find that Plaintiff has met all statutory requirements to commence a PAGA civil action; approve the Agreement, including Plaintiff's Counsel's application for reasonable attorneys' fees and costs, an Enhancement Payment, and Settlement Administrator Costs; approve the Notice of Settlement and payment distribution procedures; and adopt the implementation schedule identified in the proposed order, which is being filed concurrently herewith.

Dated: November 13, 2026

Shimoda & Rodriguez Law, PC

By: _____

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

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Attorneys for Plaintiff JASON THAO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JASON THAO, individually and on behalf of all other similarly situated employees,

Plaintiff,

vs.

PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 2 to 100, inclusive,

Defendants.

Case No. 23CV005801

Assigned for All Purposes to Hon. Jill H. Talley
Department 8A

PLAINTIFF'S NOTICE OF MOTION AND MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Reservation No. A-05801-003

Date: December 11, 2026
Time: 9:00 a.m.
Dept.: 8A
Judge: Hon. Jill H. Talley

Filed: August 1, 2023
FAC Filed: February 13, 2025
Trial Date: None Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on December 11, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 8A of the above-entitled Court, Plaintiff Jason Thao ("Plaintiff") will move for entry of an Order for the following:

1. Finding that Plaintiff exhausted administrative remedies under the Private Attorneys General Act ("PAGA") and, as such, became authorized to enter into this settlement on behalf of the Labor and Workforce Development Agency;
2. Approving the $300,000 PAGA Settlement, which is incorporated by reference as if stated here in full;
3. Approving the application for payment to Plaintiff's Counsel of reasonable attorneys' fees in the amount of 35% of the Gross Settlement Amount;
4. Approving the application for payment to Plaintiff's Counsel of reasonable costs in the amount of $12,912.32;
5. Approving the appointment of ILYM Group, Inc., as the Settlement Administrator and for payment to ILYM Group, Inc., for administering said settlement in an amount not to exceed $7,850;
6. Approving an Enhancement Payment of $10,000 to Plaintiff from the Gross Settlement Amount for his work on behalf of the Aggrieved Employees and the LWDA and in exchange for his general release of all his individual claims in addition to any amount Plaintiff may be entitled to under the Agreement's pro rata distribution formula;
7. Approving as to form and content the proposed Notice of Settlement, which provides Aggrieved Employees information regarding the nature and scope of the Settlement;
8. Approving the proposed procedures to notify, and deliver payment to, Aggrieved Employees;
9. Directing Defendants to report employment information, as set forth in the Agreement, to the Settlement Administrator to administer the settlement proceeds;
10. Directing that any funds from settlement checks that were not cashed by the check cashing deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., Working Wardrobes under the doctrine of *cy pres*; and

11. Approving and adopting the Proposed Order and its implementation schedule, which is filed herewith and incorporated by reference.

This Motion is being made pursuant to California Labor Code section 2699(l)(2)[1] on the grounds that the proposed PAGA settlement is fair, reasonable, and adequate and furthers the purpose behind the asserted California Labor Code statutes in deterring non-compliance. As a result, the PAGA settlement should be approved by the Court. This Motion will be based on the notice of motion, memorandum of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Jason Thao, exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the hearing of this Motion.

Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings for the department may be downloaded off the court's website. If the party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

Dated: November 13, 2026

Shimoda & Rodriguez Law, PC

By: _____

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

[1] Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the initial PAGA notice in this case predates this, all further references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

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Attorneys for Plaintiff JASON THAO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JASON THAO, individually and on behalf of all other similarly situated employees,

Plaintiff,

vs.

PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 2 to 100, inclusive,

Defendants.

Case No. 23CV005801

Assigned for All Purposes to Hon. Jill H. Talley Department 8A

PROOF OF SERVICE

Reservation No. A-05801-003

Date: December 11, 2026
Time: 9:00 a.m.
Dept.: 8A
Judge: Hon. Jill H. Talley

Filed: August 1, 2023
FAC Filed: February 13, 2025
Trial Date: None Set

Thao v. Pittsburg Wholesale Grocers, Inc.
Sacramento County Superior Court of California 23CV005801

PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On November 13, 2026, I served the following documents on the party below:

- **PLAINTIFF'S NOTICE OF MOTION AND MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**
- **MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**
- **DECLARATION OF JUSTIN P. RODRIGUEZ IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**
- **DECLARATION OF JASON THAO IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**
- **EXHIBIT LIST AND EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**

Mahzad K. Hite (SBN 283043) Andres L. Uriarte (SBN 347388) **Jackson Lewis, P.C.** 50 California St. 9th Floor San Francisco, CA 94111 Phone: (415) 796-5453 Facsimile: (415) 394-9401 Email: mahzad.hite@jacksonlewis.com andres.uriarte@jacksonlewis.com marianne.solano@jacksonlewis.com sfdocket@jacksonlewis.com	

[ ] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for

collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:_____.

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 November 13, 2026, at Salt Lake City, Utah.

Shaniya Baird

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Attorneys for Plaintiff JASON THAO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JASON THAO, individually and on behalf of all other similarly situated employees,

Plaintiff,

vs.

PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 2 to 100, inclusive,

Defendants.

Case No. 23CV005801

Assigned for All Purposes to Hon. Jill H. Talley
Department 8A

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Reservation No. A-05801-003

Date: December 11, 2026
Time: 9:00 a.m.
Dept.: 8A
Judge: Hon. Jill H. Talley

Filed: August 1, 2023
FAC Filed: February 13, 2025
Trial Date: None Set

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion to Approve Private Attorneys General Act Settlement ("Motion") in the above referenced case came before this Court, on December 11, 2026, at 9:00 a.m., in Department 8A before the Honorable Jill H. Talley, presiding. Plaintiff Jason Thao ("Plaintiff") filed this Private Attorneys General Act ("PAGA") action on August 1, 2023. The operative Complaint alleges that Pittsburg Wholesale Grocers, Inc., Pacific Groservice, Inc., Peri Navab, David Luttway and Reza Neghabat ("Defendants") violated California law by failing to pay overtime wages, failing to pay minimum wages, failing to provide meal periods or pay premiums in lieu thereof, failing to provide rest periods or pay premiums in lieu thereof, failing to provide accurate wage statements, failing to pay final wages, violating Labor Code sections 558, 558.1 regarding provisions regulating hours and days of work in any Industrial Welfare Commission Order, failing to maintain accurate records, failing to provide sick leave, and failing to pay vested vacation time. The Complaint further alleges that Defendants are liable for civil penalties under the PAGA as a result of the alleged violations. Defendants have denied all of Plaintiff's allegations. Plaintiff sought attorneys' fees and costs as part of this Action.

The parties have agreed to settle the PAGA claims. Defendants will provide monetary consideration in exchange for a release of claims consistent with the terms of the PAGA Settlement ("Agreement" or "Settlement"). Any capitalized terms herein shall have the same meaning as set forth in the Agreement. The Court, having received and considered Plaintiff's Motion, the declarations in support, the Agreement, the Notice of Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

I. SCOPE OF INDIVIDUALS WITHIN THE PAGA SETTLEMENT – AGGRIEVED EMPLOYEES

The Court finds that Plaintiff has exhausted all administrative remedies required to bring the PAGA claims asserted in this litigation. Plaintiff is authorized to act on behalf of the Labor and Workforce Development Agency ("LWDA") with respect to the PAGA claims being released under the Agreement. The Court finds the scope of individuals subject to the terms and conditions of the Agreement, its releases, and all rights and obligations thereunder include the following:

All non-exempt employees who worked for Defendants in California from July 28, 2022, through July 4, 2026.

The Court recognizes that the foregoing definition is for Aggrieved Employee identification purposes only and is not intended to capture the claims at issue or limit or alter the released claims under the Agreement.

II. APPROVING THE AGREEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court finds that the Agreement is fair, reasonable, and adequate, and, therefore, is approved as required under California Labor Code sections 2698 *et seq*. Based on the potential penalties at issue, the risk of loss on the merits, the risk of being able to prove violations in each pay period as to each individual as required by statute for damages purposes, and the Court's statutorily authorized discretion to reduce penalties, the Agreement represents a substantial recovery for Aggrieved Employees and the LWDA. The Court also finds that the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose of the LWDA in enforcing the California Labor Code. Thus, the Court approves the Agreement and terms stated therein, which is incorporated by reference in its entirety, as if stated here in full, including the $300,000 Gross Settlement Amount.

The Court approves of the PAGA penalty allocations set forth in the Agreement wherein the Net Settlement Amount will be paid to Aggrieved Employees and the LWDA as civil penalties pursuant to division set forth in California Labor Code section 2699(i).

The Court finds that an award of fees under the common fund doctrine is appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Aggrieved employees and the LWDA), the benefits can be accurately traced as set forth in the Agreement, Plaintiff and Plaintiff's Counsel were able to negotiate on behalf of Aggrieved employees and the LWDA, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul,*

Johnson, Alston & Hunt v. Graulty, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). The Court finds the attorney's fees request of Thirty Five percent (35%) of the Gross Settlement Amount, *i.e.* $105,000, to be appropriate compensation for Plaintiff's Counsel. The fees request is within the range of percentages that have been approved by other Courts in similar cases and is reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on behalf of Aggrieved Employees and the LWDA, and the contingent nature of the recovery over the course of this case, which included potential loss at summary judgment and/or trial proceedings. Furthermore, the Court has performed a lodestar cross-check. The Court has reviewed the evidence submitted by Plaintiff's Counsel regarding their requested hourly rates ($900 for Galen T. Shimoda, $800 for Justin P. Rodriguez, and $625 for Renald Konini), a prior fee award in Sacramento County Superior Court at these requested rates, and the amount of time expended in the litigation for the benefit of Aggrieved Employees. The Court finds that the hourly rates requested and the hours expended are reasonable. Additionally, the Court finds that the requested attorney's costs of $12,912.32 are reasonable and shall be paid out of the Gross Settlement Amount.

The Court orders that Plaintiff will receive an Enhancement Payment of $10,000 from the Gross Settlement Amount for his work on behalf of the Aggrieved Employees and the LWDA and in exchange for the general release of all his individual claims in addition to any amount Plaintiff may be entitled to under the Agreement's pro rata distribution formula. The Court orders that ILYM Group, Inc. will act as the Settlement Administrator in this case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are not to exceed $7,850. Any difference between the actual Settlement Administrator Costs and the approved amount will be added to the Net Settlement Amount for distribution between the LWDA and Aggrieved Employees consistent with the allocations and formulas set forth in the Agreement.

The Court approves of the identified *cy pres* distribution plan wherein any checks issued to Aggrieved Employees that are not cashed by the deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and Working Wardrobes. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706,

718 (2006). No portion of the Gross Settlement Amount will revert to Defendants for any reason. The releases and waivers for Aggrieved Employees are also approved by the Court as set forth in the Agreement.

III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR DISTRIBUTING THE NOTICE OF SETTLEMENT

The Court finds that the proposed Notice of Settlement, attached to this Order as Exhibit 1 and incorporated by reference, fairly and adequately advises Aggrieved Employees about the Agreement and its effect. The Court further finds that the Notice of Settlement and distribution of such notice by first class mail to each identified Aggrieved Employees at his or her most recent address based on a National Change of Address database search from the Aggrieved Employees' last known address and a skip trace on any Aggrieved Employees who have their notice returned as "undeliverable" or "not at this address" comport with all constitutional requirements, including those of due process.

The Court also finds that because there is a strong interest in providing Aggrieved Employees the opportunity to recover under the Agreement, along with the parties' efforts to minimize any intrusion on privacy rights, the sharing of employment information as set forth in the Agreement is not a serious intrusion on their privacy rights. Hence, the Court orders Defendants to provide Aggrieved Employee information to the Settlement Administrator as set forth in the Agreement and any other information the Settlement Administrator needs to effectuate notice to Aggrieved Employees. The Aggrieved Employee information will be provided to the Settlement Administrator only, and not to Plaintiff or Plaintiff's Counsel, as contemplated within the Agreement and approved by this Order. The Settlement Administrator shall only use this information for the purposes identified in the Agreement and shall keep this information confidential consistent with the terms of the Agreement.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Defendants to provide Settlement Administrator with Aggrieved Employee information	Within 7 calendar days after the Effective Date
Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information
Last day for Defendants to fund Gross Settlement Amount	Within 28 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendants have funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, any Enhancement Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
Last day for Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to *cy pres* beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

IT IS FURTHER ORDERED that this settlement approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

The Court Sets a further compliance hearing for September 3, 2027, at 10:30 a.m. At least 15 calendar days prior to the hearing, Plaintiff's Counsel shall file a declaration from the Settlement Administrator regarding the status of the distribution of settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

IT IS SO ORDERED.

Date: _____ By: _____

Judge of the Superior Court

Exhibit 1

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

JASON THAO, individually and on behalf of all other similarly situated employees, Plaintiff, vs. PITTSBURG WHOLESALE GROCERS, INC., a California Corporation; PACIFIC GROSERVICE, INC., a California Corporation; PERI NAVAB, an individual; DAVID LUTTWAY, an individual; REZA NEGHABAT, an individual; and DOES 1 to 100, inclusive, Defendants.	**Case No. 23CV005801** **NOTICE OF PRIVATE ATTORNEY'S GENERAL ACT SETTLEMENT PAYMENT**

TO: **A**ll non-exempt employees who worked for Pittsburg Wholesale Grocers, Inc., and/or Pacific Groservice, Inc., in California from July 28, 2022, through July 4, 2026. (the "Aggrieved Employees")

This Notice is being provided to you to inform you of a Private Attorneys General Act ("PAGA") Settlement and your proportional share of this settlement payment. The payment is a result of a Court approved PAGA settlement in the case of *Thao v. Pittsburg Wholesale Grocers, Inc.*, *et al.,* Sacramento County Superior Court Case No. 23CV005801, filed August 1, 2023 (the "Action"). You are receiving this letter because you fall within the definition of Aggrieved Employees identified above.

In the Action, Plaintiff Jason Thao ("Plaintiff") sought to obtain civil penalties, fees, and costs on behalf of himself and Aggrieved Employees. Plaintiff alleged that Pittsburg Wholesale Grocers, Inc., and Pacific Groservice, Inc. ("Defendants") violated California law by 1) failing to pay overtime, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to maintain accurate records, 8) failing to provide sick leave, and 9) failing to pay vested vacation time. Plaintiff also alleged that these violations were caused by, and through, Defendants' officers and directors, causing violations of California Labor Code §§ 558 & 558.1. Defendants have denied all of Plaintiff's allegations.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. Defendants have denied engaging in any unlawful conduct in any respect and further disputes all of Plaintiff's allegations in the Action. By entering into the PAGA Settlement, Defendants do not admit any liability to Plaintiff or to any other current or former employees, and Defendants do not admit that any violations of Plaintiff's rights, or the rights of any other current or former employees has occurred.

Plaintiff filed notices with the California Labor and Workforce Development Agency ("LWDA") to exhaust administrative remedies and pursue claims under the PAGA, California Labor Code §§ 2698 *et seq.*, predicated on the claims outlined above. The scope of the PAGA Settlement includes all Aggrieved Employees as defined above. In exchange for payment under the Settlement, Plaintiff has agreed to waive any and all claims for civil penalties that were brought under the PAGA that were asserted in Plaintiff's notice letters to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein between from July 28, 2022, through July 4, 2026. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver does not extend to any non-PAGA claims you may have.

Under the terms of the Settlement, Defendants have agreed to pay a Gross Settlement Amount of $300,000 to resolve the PAGA claims ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount were sums approved by the Court for attorneys' fees ($_____), attorneys' costs ($_____), the fees and expenses of the Settlement Administrator ($_____), and an Enhancement Payment to Plaintiff ($_____), which will resulted in a "Net Settlement Amount" of $_____ for distribution to between Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") as required by the California Labor Code. 75% of the Net Settlement Amount ($_____) is being paid to the LWDA and 25% of the Net Settlement Amount ($_____) is being paid to Aggrieved Employees as required under the PAGA. Each individual Aggrieved Employee's share of the Net Settlement

Amount was determined by taking their individual number of pay periods worked between from July 28, 2022, through July 4, 2026, dividing that number by the number of pay periods worked for all Aggrieved Employees between from July 28, 2022, through July 4, 2026, and then multiplying that fraction by the 25% share of the Net Settlement Amount.

Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation. Should you have any questions or concerns, you may contact counsel for Plaintiff and/or Defendants.

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