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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – TORRANCE COURTHOUSE

IVAN S. MARTINEZ II and JESUS
MOSQUEDA, individually, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

THE HAAR COMPANY, a New Jersey
corporation; GO WEST BAKERY LLC, a
California limited liability company;
WESTWOOD DONUTS LLC, a California
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 23STCV21651

Assigned for all purposes to:
Hon. Patricia A. Young,
Dept B

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: December 11, 2025
Time: 8:30 a.m.
Dept.: B
Reservation ID: 415440212565

1 I, John G. Yslas, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am a Senior Partner at Wilshire Law Firm, PLC (“WLF”), counsel of record for
4 Plaintiff Ivan S. Martinez II (“Plaintiff Martinez”). Bradley/Grombacher, LLP (“B/G”) is counsel
5 of record for Plaintiff Jesus Mosqueda (“Plaintiff Mosqueda”) (collectively with Plaintiff Martinez,
6 “Plaintiffs”). I have personal knowledge of the facts set forth in this declaration and could and
7 would competently testify to them under oath if called as a witness.

8 2. I submit this declaration in support of Plaintiffs’ Motion for Approval of PAGA
9 Settlement.

10 **Relevant Facts and Procedural History**

11 3. On April 24, 2023, Plaintiff Mosqueda filed a class action complaint in the Los
12 Angeles County Superior Court. On the same date, Plaintiff Mosqueda gave timely written notice
13 to Defendants and the LWDA (LWDA-CM-950430-23). On August 4, 2023, Plaintiff Mosqueda
14 amended the complaint to add a cause of action for PAGA penalties. Pursuant to Labor Code
15 section 2699.3, subdivision (a), alleging Defendants The Haar Company, Go West Bakery LLC
16 and Westwood Donuts, LLC’s (collectively, “Defendants”): (1) failure to pay for all hours worked,
17 including minimum, straight time, overtime wages and off the clock work; (2) failure to provide
18 meal periods; (3) failure to provide rest periods; (4) failure to pay all earned wages twice per month;
19 (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay
20 all wages at termination; (7) failure to timely furnish accurate itemized wage statements; (8) failure
21 to indemnify for necessary expenditures; (9) failure to provide suitable facilities for meal and rest
22 breaks; (10) failure to comply with California Labor Code sections 6300, et seq.; (11) waiting time
23 penalties; (12) failure to provide suitable seating; (13) failure to adopt standards that minimize
24 excessive indoor heat; (14) failure to comply with California Labor Code sections 6400-6403; and
25 (15) violations of California Business & Professions Code section 17200, *et seq.*

26 4. On May 16, 2023, Plaintiff Martinez gave timely written notice to Defendants The
27 Haar Company and Go West Bakery LLC, and the LWDA (LWDA-CM-955490-23), pursuant to
28 Labor Code section 2699.3, subdivision (a). On September 6, 2023, Plaintiff Martinez filed a

1 complaint for civil penalties under PAGA, alleging Defendants The Haar Company and Go West
2 Bakery LLC: (1) failed to pay for all hours worked, including minimum, straight time, and overtime
3 wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed
4 to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked
5 and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate
6 itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to
7 produce requested employment records.

8 5. On March 18, 2024, Plaintiff Mosqueda filed a request for dismissal of his class
9 allegations.

10 6. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action
11 with Henry J. Bongiovi, a well-respected and experienced mediator in wage and hour class and
12 representative actions. In advance of mediation, PAGA Counsel conducted a thorough
13 investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation,
14 Plaintiffs obtained through informal discovery a representative sampling of time and payroll data
15 for Aggrieved Employees and the necessary policy documents to properly evaluate the strengths
16 and weaknesses of the claims and engage in meaningful settlement discussions.

17 7. On December 10, 2024, the Parties engaged in an all-day mediation session before
18 Mr. Bongiovi. With the help of Mr. Bongiovi, the Parties were able to reach an agreement on
19 general settlement terms at mediation. The settlement was negotiated in light of all known facts
20 and circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs
21 not being able to maintain representative claims, the difficulty of proving Plaintiffs’ claims in a
22 manageable trial, the merits of Defendants’ potential defenses, and the significant delay and
23 potential appellate issues inherent to litigation – and was reached after extensive arm’s length
24 negotiations, with the assistance of Mr. Bongiovi.

25 8. On July 17, 2025, Plaintiffs consolidated their actions, filing a First Amended
26 PAGA Representative Action Complaint in the Los Angeles County Superior Court, Case No.
27 23STCV21651 against Defendants.

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PAGA Settlement

9. The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount (“GSA”) payment in the amount of \$112,500.00 to resolve the PAGA Action. Settlement Agreement, ¶ 3.1. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, the PAGA Representative Service Payments and the Administrator’s Expenses. *Id.* at ¶ 1.11. After PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment are all deducted from the GSA, the amount remaining is the Net Settlement Amount “NSA,” which is estimated to be \$41,250.00. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement Agreement.

10. This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was potentially \$250,000.00 for 136 employees based on 2,500 pay periods. The valuation of \$250,000.00 is the civil penalty amount calculated at the maximum statutory rate and without stacking, which is not usually permitted. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are not aware of any PAGA award that permitted stacking and, in the cases cited herein, only one penalty per pay period was assessed.

11. In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, No. BCV-23-102915, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. Jan. 31, 2011) (“Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant.”). Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a violation for each period the employee worked in relation to (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7)

1 failure to furnish accurate wage statements; (8) failure to indemnify for necessary expenditures;
2 (9) failure to provide suitable facilities for meal and rest breaks; (10) failure to comply with
3 California Labor Code sections 6300, *et seq.*; (11) waiting time penalties; (12) failure to provide
4 suitable seatings; (13) failure to adopt standards that minimize excessive indoor heat; (14) failure
5 to comply with California Labor Code sections 6400-6403; (15) failure to produce requested
6 employment records; and (16) violations of California Business & Professions Code section 17200
7 *et seq.*

8 12. Defendants maintain that Plaintiffs and the Aggrieved Employees were properly
9 compensated, and that they did not violate the Labor Code as to any of them. Accordingly,
10 Defendants dispute and deny Plaintiffs' allegations and claims asserted in the operative complaint
11 which are resolved by the Settlement Agreement. Defendants asserted additional defenses to the
12 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendants could
13 argue that no penalties prior to the PAGA notification should be awarded because the violations
14 were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA
15 claim and the potential that some or all of the PAGA penalties sought may not be awarded.

16 13. While Plaintiffs are confident in the merits of the case, a legitimate controversy
17 exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the
18 underlying claims. Plaintiffs also took into account the fact that continued litigation would be
19 expensive, involving a trial and possible appeals, and would substantially delay and potentially
20 reduce any recovery to the state and the Aggrieved Employees. Assuming Plaintiffs could prove
21 at least one violation per pay period and the Court awarded \$100.00 in PAGA penalties for each
22 of the 2,500 pay periods during the PAGA Period, the total penalties would be approximately
23 \$250,000.00. As such, the Gross Settlement Amount of \$112,500.00 is approximately 45% of the
24 maximum realistic liability in this case.

25 14. Thus, when the risks of litigation, the burdens of proof necessary to establish
26 liability, and the probability of appeal of a favorable judgment are considered, it is clear that the
27 settlement amount of \$112,500.00 is reasonable and in the best interest of the state and the public.
28 Plaintiffs objectively and knowledgably balanced the strengths and weaknesses of their claims

1 against the risk of continued litigation and were able to determine a realistic range of settlement
2 recovery for PAGA penalties. The Settlement therefore accomplishes PAGA's objectives by
3 imposing sufficient civil penalties "to punish and deter" Defendants from future alleged Labor
4 Code violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or
5 confiscatory." Lab. Code § 2699(e)(2); *Iskanian*, 59 Cal. 4th at 384.

6 Attorneys' Fees and Costs

7 15. Plaintiffs are represented by WLF and B/G. The attorneys at WLF performed
8 significant work and expended litigation costs in prosecuting this matter with no guarantee of
9 payment.

10 16. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
11 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
12 employees. WLF is actively and continuously practicing in employment litigation, representing
13 employees in both individual and class actions in both state and federal courts throughout
14 California.

15 17. WLF is qualified to handle this Litigation because its attorneys are experienced in
16 litigating Labor Code violations in individual, class action, and representative action cases. WLF
17 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
18 class actions involving consumer rights and data privacy litigation.

19 18. I graduated from the University of California, Santa Barbara with High Honors in
20 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
21 School in 1996.

22 19. Upon graduating from law school in 1996, I worked for a boutique law firm
23 practicing general litigation which included employment law matters. Since 2000 (that is, the last
24 25 years) my practice has been exclusively focused on labor and employment matters including
25 handling wage and hour class, collective and representative actions (including the California
26 Private Attorneys General Act, or "PAGA"), including in the international law firms of Morgan,
27 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
28 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright

1 LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the
2 Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or
3 took a major leading role in defending employers on numerous wage and hour class, collective and
4 representative actions.

5 20. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
6 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
7 hour class and representative actions litigating such matters on behalf of plaintiff employees in
8 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
9 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
10 and representative actions. Just since starting to settle cases in late April 2023 I have already
11 successfully mediated matters in which I have been counsel or co-counsel resulting in **more than**
12 **\$185 million** in settlements and verdicts which are in the process of being finalized, and with
13 numerous upcoming mediations scheduled. In those and numerous other matters, I have managed
14 and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In
15 those actions, I performed similar tasks as those performed in the course of prosecuting this action.
16 Indeed, I recently tried and prevailed in achieving a jury verdict in a wage and hour class action in
17 the matter of *Aguilar-Flores v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No.
18 19STCV36438.

19 21. I have received numerous awards for my legal work. For example, from 2015 to
20 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
21 I have also served on numerous prominent boards and in other leadership positions, including
22 serving as Southern California Regional President for the Hispanic National Bar Association and
23 on the board of directors of the Mexican American Bar Foundation. I also previously served on the
24 5-member Los Angeles Civil Service Commission, which generally oversees the personnel
25 decisions for the City of Los Angeles.

26 22. I have also published numerous blogs on labor and employment issues including on
27 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
28 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really

1 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
2 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
3 presenter involving the “Employment Law Update” at a National Employment Law Council
4 conference. I currently bill at an hourly rate of \$1,500.00.

5 23. Samantha A. Smith was a Senior Attorney at WLF where her practice was focused
6 on managing wage and hour class action and PAGA settlements. Ms. Smith was admitted to the
7 California Bar in December of 2004, and received a J.D. from University of California, Hastings
8 College of the Law and a B.A. from University of California, Davis. Ms. Smith has dedicated her
9 21-year career to plaintiffs’-side class action litigation. Her wealth of experience includes
10 successful work on all stages of class action litigation, including class action appeals, class
11 certification motions, and class settlements. See, e.g., *Blue Diamond Growers Product Labeling*
12 *Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond
13 food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara County Superior
14 Court) (employee data breach); *Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325
15 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and
16 PAGA violations for non-exempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No.
17 BC 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break
18 claims for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-
19 OE-CXC (Orange County Superior Court) (unpaid wage and rest break claims for piece rate
20 workers); *Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC
21 (Orange County Superior Court) (unpaid wages and unreimbursed expenses for pharmacists);
22 *Laumea v. Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino County
23 Superior Court) (unpaid wages, meal and rest break claims for non-exempt employees); *Durroh v.*
24 *East West Bank*, Case No. BC528860 (Los Angeles County Superior Court) (overtime claims for
25 failure to include bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI*
26 *Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino County Superior Court) (unpaid
27 wages, meal period and rest break claims for non-exempt employees). Ms. Smith billed at an hourly
28 rate of \$1,000.00.

1 24. Diego Aviles is a Senior Attorney at Wilshire Law Firm. He graduated from the
2 University of California, Irvine, with a Bachelor of Arts in Political Science as well as a Bachelor
3 of Arts in Criminology, Law, and Society, and received his Juris Doctor from the Santa Clara
4 University School of Law in 2015. During law school, Mr. Aviles was President for the Santa Clara
5 Employment Law Society, Board Member of the Honors Moot Court, and President of the Santa
6 Clara University La Raza Chapter. He clerked for the Equal Employment Opportunity Commission
7 in San Francisco, California, and also worked with the Workers' Rights Clinic in San Jose,
8 California, among other employment law firms. He was admitted to practice law in the State of
9 California in 2017. Since graduating from law school, he has focused his legal work exclusively
10 on employment matters, including wage-and-hour class action and PAGA representative action
11 litigation, and he has helped obtain dozens of settlements on behalf California workers. He has
12 been appointed Class Counsel numerous times in California and most recently achieved a
13 published California Appellate opinion in the matter of *Alberto v. Cambrian Homecare, et al.*, 91
14 Cal.App.5th 482 regarding employment arbitration agreements. He has also been a member of the
15 California Employment Lawyers Association (CELA) since at least 2019. Mr. Aviles' currently
16 bills at an hourly rate of \$800.00.

17 25. Jeffrey C. Bils is an eleventh-year Senior Attorney at WLF. He graduated from the
18 University of Wisconsin–Madison with a Bachelor of Arts in Journalism and German, and received
19 his Juris Doctor from the University of California, Los Angeles School of Law in 2014. During law
20 school, he was a Senior Editor on the UCLA Law Review and an Articles Editor on the
21 Entertainment Law Review. Mr. Bils served as a Judicial Extern for the Hon. Consuelo Bland
22 Marshall in United States District Court for the Central District of California, and also for the Hon.
23 Sandra R. Klein of United States Bankruptcy Court for the Central District of California. Mr. Bils
24 graduated ranked No. 7 in his graduating class from UCLA School of Law. He was admitted to
25 practice law in the State of California in 2014. Since graduating from law school, he has focused
26 his legal work primarily on employment matters, including wage-and-hour class action and PAGA
27 representative action litigation, and he has helped obtain dozens of settlements on behalf California
28 workers, as well as on behalf of California employers during his years on the defense bar. Mr. Bils

1 is a member of the Beverly Hills Bar Association (BHBA), where he is a past member of the Board
2 of Governors and a past Chair of the Labor & Employment Law Section Executive Committee. He
3 is also a member of the California Employment Lawyers Association (CELA) and the Consumer
4 Attorneys Association of Los Angeles (CAALA). Mr. Bills currently bills at an hourly rate of
5 \$850.00.

6 26. Aram Boyadjian is a fifth-year Associate Attorney at WLF. He was admitted to
7 practice law in the State of California in 2021. Aram graduated from the University of California,
8 Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris Doctor from Loyola
9 Law School. During law school, he was a member of the student editorial board for the
10 International and Comparative Law Review. Since January 2021, his practice has mainly been
11 focused on wage and hour class action litigation. Mr. Boyadjian currently bills at an hourly rate of
12 \$600.00.

13 27. Harry Erganyan is an Associate Attorney at Wilshire Law Firm, PLC. He was
14 admitted to practice law in the State of California in 2021. Harry graduated from Loyola
15 Marymount University, with a Bachelor of Arts in Political Science. He received his Juris Doctor
16 from Southwestern Law School. During law school, he externed for the Los Angeles City Attorney.
17 Since January 2021, Mr. Erganyan's practice has been focused on wage and hour class action
18 litigation. Mr. Erganyan currently bills at an hourly rate of \$600.00.

19 28. Mariam Nazaretyan is an Associate Attorney at Wilshire Law firm, PLC. She was
20 admitted to practice law in the State of California in 2021. Ms. Nazaretyan graduated from Loyola
21 Marymount University with a Bachelor of Arts in Political Science. She received her Juris Doctor
22 from Southwestern Law School. During law school, she was a student editor for the Journal of
23 International Media and Entertainment Law and secretary of the Student Bar Association. Since
24 graduating, Ms. Nazaretyan's practice has been focused on international humanitarian law and
25 employment law. Ms. Nazaretyan currently bills at an hourly rate of \$600.00.

26 29. Lisa B. Iturriaga is a Settlement Attorney at Wilshire Law Firm, PLC. She was
27 admitted to practice law in the State of California in 2021. Ms. Iturriaga graduated from University
28 of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in Marketing. She

1 received her Juris Doctor from Chapman University Dale E. Fowler School of Law. Since
2 graduating, her practice has been in insurance defense (previously) and employment law
3 (currently). Since 2023, she has exclusively worked on Plaintiff-side wage and hour cases. Ms.
4 Iturriaga is also a member of the California Employment Lawyers Association (CELA). Ms.
5 Iturriaga currently bills at an hourly rate of \$550.00.

6 30. Andrew Sandoval is a third-year Associate Attorney at WLF. He was admitted to
7 practice law in the State of California in 2022. Andrew graduated from Azusa Pacific University
8 with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola Law School.
9 During law school, he was a Vice-President of La Raza de Loyola. Since graduating, his practice
10 has mainly been focused on wage and hour class action litigation. Mr. Sandoval currently bills at
11 an hourly rate of \$500.00.

12 31. WLF's fee requests have been approved by other courts in California. *See, e.g.,*
13 *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384,
14 *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court Case No.
15 CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court,
16 Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin
17 Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*,
18 Los Angeles Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern
19 County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*,
20 Los Angeles Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing &*
21 *Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v.*
22 *Universal Chain of California, Inc.*, Sacramento County Superior Court, No. 34-2022-00332268;
23 *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, No. CVRI2306013;
24 *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, No. 34-2022-00329033; *Rooks*
25 *v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, No. STK-CV-UOE-
26 2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, No. No. 30-2022-
27 01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County
28 Superior Court, No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County

Superior Court, No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, No. CGC-23-607359; *Turner v. Northrop*, Central District of California, No. 2:23-cv-03756 PA (PDx). The total hours expended on this action are reasonable and in line with comparable cases.

32. WLF and B/G have performed significant work and incurred litigation costs in prosecuting this matter with no guarantee of any payment. WLF's current lodestar reflects 174.2 hours of work resulting in \$127,270.00 in fees. As represented by B/G, B/G's current lodestar reflects 90 hours of work resulting in \$80,600.00 in fees, which results in a combined total of **264.2** hours of work resulting in **\$207,870.00** in fees between WLF and B/G. WLF dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This amount does not include the time Class Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Samantha A. Smith	6	\$1,000.00	\$6,000.00
Lisa B. Iturriaga	7.5	\$550.00	\$4,125.00
Jeffrey C. Bils	8.4	\$850.00	\$7,140.00
Andrew Sandoval	10.6	\$450.00	\$5,300.00
Aram Boyadjian	17	\$600.00	\$10,200.00
John G. Yslas	19.9	\$1,500.00	\$29,850.00
Diego Aviles	27.8	\$750.00	\$20,850.00
Harry Erganyan	29.1	\$600.00	\$17,460.00
Mariam Nazaretyan	47.9	\$550.00	\$26,345.00

	TOTAL	174.2		\$127,270.00
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33. PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the amount of \$37,500.00 (1/3 of the GSA), resulting in a negative multiplier. PAGA Counsel have singularly assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action posing an actual risk that Plaintiffs may not succeed at trial. Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have been left with no compensation for all the time and money invested in litigating this case. Despite these risks, PAGA Counsel took this case on a contingency basis so that Aggrieved Employees (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. Consequently, PAGA Counsel were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

34. The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State and the Aggrieved Employees and to punish Defendants for the alleged PAGA violations. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy.

35. In litigation costs, WLF has spent \$10,398.38 and B/G has spent \$10,688.36 on items such as filing fees, service fees, court fees, mediation fees, and expert fees. WLF and B/G's combined litigation costs total \$21,086.74. All of the costs incurred were reasonable and necessary for the prosecution of this case. Since PAGA Counsel's costs exceed the \$20,000.00 cap set forth in the Settlement Agreement, PAGA Counsel is only seeking reimbursement of \$20,000.00. As such, there will be no reversion to the Net Settlement Amount. True and correct copies of WLF's cost reports in this matter are attached hereto as **Exhibit 2**.

36. PAGA Counsel have negotiated a settlement here that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases.

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1 37. Pursuant to California Labor Code Section 2699(1), Plaintiffs provided a copy of
2 the Settlement Agreement to the LWDA on November 14, 2025. Attached hereto as **Exhibit 3** is a
3 true and correct copy of the confirmation of the submission. To date, the LWDA has not responded
4 to or objected to the Settlement in this matter. Plaintiff will submit a copy of the Court's judgment
5 and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of
6 judgment or order.

7 38. WLF and B/G have a fee splitting agreement. The fees shall be split as follows: 60%
8 to WLF and 40% to B/G. Pursuant to California Rules of Professional Conduct, rule 1.5.1,
9 Plaintiffs were made aware of the fee splitting agreement in advance and gave written consent.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct. Executed on November 17, 2025 at Los Angeles, California.

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EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IVAN S. MARTINEZ II, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiffs,

vs.

THE HAAR COMPANY, a New Jersey
corporation; GO WEST BAKERY LLC, a
California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

JESUS MOSQUEDA, on behalf of himself
and all others similarly situated,

Plaintiff

v.

THE HAAR COMPANY, a New Jersey
corporation; GO WEST BAKERY LLC, a
California limited liability company;
DUNKIN' DONUTS FRANCHISING LLC,

PAGA SETTLEMENT AGREEMENT

Case No. 23STCV21651

*Assigned for all purposes to: Hon. Patricia A.
Young, Dept. B*

Case No. 23STCV09028

*Assigned for all purposes to: Hon. Timothy
Dillon, Dept. 15*

a Delaware limited liability company; DUNKIN' DONUTS LLC, a Delaware limited liability company; FOSTER DONUTS LLC, a California limited liability company; GO WEST DONUTS LLC, a California limited liability company; MID CITY DONUTS, LLC, a California limited liability company; PIPES DONUTS LLC, a California limited liability company; VENICE & WESTERN DONUTS, LLC, a California limited liability company; WESTWOOD DONUTS LLC, a California limited liability company, 6201 HOLLYWOOD DONUTS LLC, is a California limited liability company; and DOES 1 to 10, inclusive

Defendants.

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LLC

1 This binding Settlement Agreement (“Agreement”) is made by and between plaintiffs Ivan
2 S. Martinez II and Jesus Mosqueda (“Plaintiffs”) and defendants The Haar Company, Go West
3 Bakery LLC and Westwood Donuts LLC (“Defendants”) under the California Labor Code Private
4 Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Agreement refers
5 to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Administrator” means, the neutral entity the Parties have agreed to appoint to
8 administer the Settlement.

9 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid
10 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
11 with the Administrator’s “not to exceed” bid submitted to the Court in connection with the
12 approval of the Settlement.

13 1.3. “Aggrieved Employee” means “All persons who worked for Defendant in California as
14 a non-exempt employee at any time during the period beginning April 24, 2022 through March
15 10, 2025.

16 1.4. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
17 Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address,
18 Social Security number, and number of PAGA Pay Periods.

19 1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and
20 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
21 methods and means including, but not limited to, the National Change of Address database, skip
22 traces, and direct contact by the Administrator with Aggrieved Employees.

23 1.6. “Court” means the Superior Court of the State of California, County of Los Angeles.

24 1.7. “Defendants” means named Defendants The Haar Company, Go West Bakery LLC and
25 Westwood Donuts LLC.

26 1.8. “Defense Counsel” means O’Hagan Meyer and Musick, Peeler & Garrett LLP.

27 1.9. “Effective Date” shall be the date when all of the following occurs: (1) the Agreement is
28 fully executed; and (2) the Court approves this Agreement through entry of an Order and

Judgment. No money will be distributed unless and until the Effective Date occurs. The date shall be no sooner than May 1, 2025.

1.10. "Final Judgment" means the Judgment entered by the Court upon granting approval of the Settlement.

1.11. "Gross Settlement Amount" means \$112,500.00, which is the total amount Defendants agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, the PAGA Representative Service Payments and the Administrator's Expenses.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the PAGA Approval.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16. "Net Settlement Amount" means the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Court approval) are subtracted from the Gross Settlement Amount: PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.17. "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.).

1.18. "PAGA Action" means the Plaintiffs' lawsuits alleging wage-and-hour violations against Defendants captioned *Ivan S. Martinez II v. The Haar Company, et al.*, Case No. 23STCV02022 initiated on September 6, 2023, with the Superior Court of the State of California, County of Los Angeles, and *Jesus Mosqueda v. The Haar Company, et al.*, Case No. 23STCV09028 initiated on April 24, 2023, with the Superior Court of the State of California,

County of Los Angeles.

1.19. “PAGA Approval” means the Court’s order granting approval of the Settlement.

1.20. “PAGA Counsel” means John G. Yslas, Samantha A. Smith, Diego Aviles, Harry Erganyan and Mariam Nazaretyan of the Wilshire Law Firm, P.L.C. and Marcus Bradley of the Bradley/Grombacher, LLP, the attorneys representing the Plaintiffs in this PAGA Action.

1.21. “PAGA Notice” mean Plaintiff Ivan S. Martinez II’s May 17, 2023, letter to Defendants The Haar Company and Go West Bakery LLC, and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a) (LWDA-CM-955490-23), and Plaintiff Jesus Mosqueda’s April 24, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a) (LWDA-CM-950430-23).

1.22. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the PAGA Action.

1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.25. “PAGA Period” means the period from April 24, 2022 through March 10, 2025.

1.26. “PAGA Representatives” or “Plaintiffs” means plaintiffs Ivan S. Martinez II and Jesus Mosqueda.

1.27. “PAGA Representative Service Payment” means the payment to the PAGA Representative for initiating the PAGA Action and providing services in support of the PAGA Action and for the release of Plaintiffs’ own claims against Releasees.

1.28. “PAGA Settlement Notice” means the COURT APPROVED NOTICE OF PAGA SETTLEMENT, to be mailed to Aggrieved Employees in English and Spanish without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.29. “Released PAGA Claims” means the claims being released as described in

Paragraph 5.2 below.

1.30. “Released Parties” means Defendants and each of their former, present, and future owners, parents, and subsidiaries, and all of their current insurers, brands, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, franchisors, and any individual or entity which could be jointly liable with Defendants.

1.31. “Settlement” means the disposition of the PAGA Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On April 24, 2023, Plaintiff Mosqueda filed a class action complaint in the Los Angeles County Superior Court. On August 4, 2023, Plaintiff Mosqueda amended the complaint to add a cause of action for PAGA penalties. Pursuant to Labor Code section 2699.3, subdivision (a), alleging The Haar Company, Go West Bakery LLC and Westwood Donuts, LLC’s: (1) failure to pay for all hours worked, including minimum, straight time, overtime wages and off the clock work; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to timely furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; (9) failure to provide suitable facilities for meal and rest breaks; (10) failure to comply with California Labor Code sections 6300, *et seq.*; (11) waiting time penalties; (12) failure to provide suitable seating; (13) failure to adopt standards that minimize excessive indoor heat; (14) failure to comply with California Labor Code sections 6400-6403; and (15) violations of California Business & Professions Code section 17200, *et seq.* Plaintiff Mosqueda gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on April 24, 2023 (LWDA-CM-950430-23). On March 18, 2024, Plaintiff Mosqueda filed a request for dismissal of his class allegations.

2.2. On September 6, 2023, Plaintiff Ivan S. Martinez II filed a complaint for civil penalties under PAGA, alleging Defendants The Haar Company and Go West Bakery LLC: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to

1 provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned
2 wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods;
3 (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage
4 statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested
5 employment records. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Ivan S.
6 Martinez II gave timely written notice to Defendants The Haar Company and Go West Bakery
7 LLC, and the LWDA by sending the PAGA Notice on May 16, 2023 (LWDA-CM-955490-23).

8 2.3. Defendants deny the allegations in the PAGA Action and PAGA Notice, deny any
9 failure to comply with the laws identified in the PAGA Action and PAGA Notice and deny any
10 liability for the cause of action alleged.

11 2.3. On December 10, 2024, the Parties engaged in arms-length negotiations where they
12 participated in a full-day mediation presided over by respected mediator Henry J. Bongiovi. With
13 the help of Mr. Bongiovi, the Parties were able to reach an agreement on general settlement terms
14 at mediation.

15 2.4. In advance of mediation, PAGA Counsel conducted a thorough investigation into the
16 facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiffs obtained through
17 informal discovery a representative sampling of time and payroll data for Aggrieved Employees
18 and the necessary policy documents to properly evaluate the strengths and weakness of the claims
19 and engage in meaningful settlement discussions.

20 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
21 any other pending matter or action asserting claims that will be extinguished or affected by the
22 Settlement.

23 3. MONETARY TERMS.

24 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
25 Defendants promise to pay \$112,500.00 and no more as the Gross Settlement Amount.
26 Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated
27 in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
28 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of

1 payment. None of the Gross Settlement Amount will revert to Defendants. Because the payments
2 made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved
3 Employees, this Agreement is not subject to the rules governing the settlement of class or
4 collective actions. Accordingly, the settlement payments shall be distributed without a claims
5 process or an opportunity to object or opt out.

6 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
7 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
8 in the PAGA Approval:

9 3.2.1 To Plaintiffs: PAGA Representative Service Payment to the PAGA Representatives
10 of not more than \$5,000.00 each (in addition to any Individual PAGA Payment) the PAGA
11 Representative is entitled to receive as an Aggrieved Employee. Defendants will not oppose
12 Plaintiffs' request for a PAGA Representative Service Payment that does not exceed this amount.
13 If the Court approves a PAGA Representative Service Payment less than the amount requested,
14 the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
15 pay the PAGA Representative Service Payments using IRS Form 1099. Plaintiffs assume full
16 responsibility and liability for employee taxes owed on the PAGA Representative Service
17 Payment.

18 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the
19 GSA, which is currently estimated to be Thirty-Seven Five Hundred Dollars (\$37,500.00), and a
20 PAGA Counsel Litigation Expenses Payment for actual costs not to exceed Twenty Thousand
21 Dollars (\$20,000.00). Defendants will not oppose requests for these payments provided that they
22 do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a
23 PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
24 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
25 to PAGA Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or
26 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel
27 Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
28 Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees

1 Payment and the PAGA Counsel Litigation Expenses payment.

2 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Three
3 Thousand Seven Hundred Fifty dollars (\$3,750.00) except for a showing of good cause and as
4 approved by the Court. If the Court approves Administrator Expenses Payment of less than the
5 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

6 3.2.4 Payments from the Net Settlement Amount ("NSA"). The NSA will be distributed
7 as PAGA Penalties with 75% of the NSA allocated to the LWDA PAGA Payment and 25% of
8 the NSA allocated to the Individual PAGA Payments.

9 Individual PAGA Payments: The Administrator will calculate each Individual PAGA
10 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
11 Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved
12 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
13 Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility
14 and liability for any taxes owed on their Individual PAGA Payment. The Administrator
15 will report the Individual PAGA Payments on IRS 1099 Forms.

16 4. SETTLEMENT FUNDING AND PAYMENTS.

17 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants
18 estimates there are 136 Aggrieved Employees who worked a total of 2,500 PAGA Pay Periods.

19 4.2. Aggrieved Employee Data. Not later than seven (7) calendar days after the Court grants
20 PAGA Approval, Defendants will deliver the Aggrieved Employee Data to the Administrator, in
21 the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the
22 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
23 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
24 to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
25 Employee Data to effect and perform under this Agreement. Defendants have a continuing duty
26 to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted
27 Aggrieved Employee identifying information and to provide corrected or updated Aggrieved
28 Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously

1 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
2 omitted Aggrieved Employee Data.

3 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
4 Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days
5 after the Effective Date.

6 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
7 Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all
8 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
9 the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the
10 PAGA Representative Service Payments. Disbursement of the PAGA Counsel Fees Payment, the
11 PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payments
12 shall not precede disbursement of Individual PAGA Payments.

13 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
14 them to Aggrieved Employees with the PAGA Settlement Notice via First Class U.S. Mail,
15 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
16 after the date of mailing) when the check will be voided. The Individual PAGA payments will
17 expire one hundred eighty (180) calendar days from the date they are issued by the Administrator.
18 The Administrator will cancel all checks not cashed by the void date. Before mailing any checks,
19 the Settlement Administrator must update the recipients' mailing addresses using the National
20 Change of Address Database.

21 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
22 other Aggrieved Employees whose checks are returned undelivered without United States Postal
23 Service ("USPS") forwarding address. Within seven (7) calendar days of receiving a returned
24 check the Administrator must re-mail checks and the PAGA Settlement Notice to the USPS
25 forwarding address provided or to an address ascertained through the Aggrieved Employee
26 Address Search. The Administrator need not take further steps to deliver checks or the PAGA
27 Settlement Notice to Aggrieved Employees whose re-mailed checks are returned as undelivered.
28 The Administrator shall promptly send a replacement check to any Aggrieved Employee whose

original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee who's Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 Payments to Aggrieved Employees, including Plaintiffs, as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401 (k) or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, Aggrieved Employees, State of California, LWDA and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the PAGA Action and/or PAGA Notice; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding

1 such different or additional facts or Plaintiffs' discovery of them.

2 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
3 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
4 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

9 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
10 behalf of themselves and their respective former and present representatives, agents, attorneys,
11 heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA
12 penalties that were alleged, or reasonably could have been alleged, in the PAGA Action and the
13 PAGA Notice, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay
14 for all hours worked, including minimum, straight time, overtime wages and off the clock work;
15 (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to
16 pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked
17 and meal periods; (6) failure to timely pay all wages at termination; (7) failure to timely furnish
18 accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; (9) failure
19 to provide suitable facilities for meal and rest breaks; (10) failure to comply with California Labor
20 Code sections 6300, *et seq.*; (11) waiting time penalties; (12) failure to provide suitable seating;
21 (13) failure to adopt standards that minimize excessive indoor heat; (14) failure to comply with
22 California Labor Code sections 6400-6403; (15) failure to produce requested employment
23 records; and (16) violations of California Business & Professions Code section 17200, *et seq.*
24 Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any non-PAGA
25 individual claims by virtue of this Agreement. This release applies only to PAGA penalty claims
26 that accrued during the PAGA Period. There shall be no right to opt-out of the settlement by
27 Aggrieved Employees, consistent with California law.
28

1 **6. MOTION FOR PAGA APPROVAL.** The Parties agree to jointly prepare and file a
2 motion for PAGA approval (“Motion for PAGA Approval”) that complies with the Court’s
3 current rules.

4 6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel within
5 a reasonable time prior to filing all documents necessary for obtaining approval of the Settlement,
6 including: (i) a draft of the notice, and memorandum in support, of the Motion for PAGA
7 Approval that includes an analysis of the underlying Labor Code violations giving rise to PAGA
8 civil penalties that is the subject of this Settlement including request for approval of the PAGA
9 Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order
10 Granting Approval of PAGA Settlement; (iii) a draft proposed PAGA Settlement Notice; (iv) a
11 signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing
12 all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees, and/or
13 the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its competency
14 to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary
15 PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), complaint (Lab.
16 Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vi) all facts relevant
17 to any actual or potential conflict of interest with Aggrieved Employees, and/or the Administrator,
18 if any.

19 6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible
20 for expeditiously finalizing and filing the Motion for PAGA Approval in a timely fashion;
21 obtaining a prompt hearing date for the Motion for PAGA Approval; and for appearing in Court
22 to advocate in favor of the Motion for PAGA Approval. PAGA Counsel is responsible for
23 delivering the Court’s PAGA Approval to the Administrator.

24 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
25 PAGA Approval and/or the supporting declarations and documents, PAGA Counsel and Defense
26 Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and
27 in good faith, to try to resolve the disagreement. If the Court does not grant PAGA Approval or
28 conditions PAGA Approval on any material change to this Agreement, PAGA Counsel and

1 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
2 conferring, and in good faith, to try to modify the Agreement and otherwise satisfy the Court's
3 concerns. The Court's decision to award less than the amounts requested for the PAGA
4 Representative Service Payments, PAGA Counsel Fees payment, PAGA Counsel Litigation
5 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
6 modification to the Agreement within the meaning of this paragraph.

7 6.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
8 Court will retain jurisdiction over the Parties, PAGA Action, and the Settlement solely for
9 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
10 administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

11 6.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically excluding the PAGA Representative Service Payments,
13 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and/or
14 Administrator Expenses Payment set forth in this Settlement, the Parties, their respective counsel,
15 waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate
16 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
17 writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such
18 motions, writs or appeals. In the event of a timely appeal of the Judgment, the Parties' obligations
19 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
20 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
21 Settlement Amount.

22 6.6 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
23 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material
24 modification of this Agreement (including, but not limited to, the scope of release to be granted
25 by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless
26 expeditiously work together in good faith to try to address the appellate court's concerns and to
27 obtain PAGA Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
28 Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate,

reverse or modify the Court's award of the PAGA Representative Service Payments or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

7. AMENDED JUDGMENT. If any amended judgment is required by the Court, the Parties will work together in good faith to jointly submit a proposed amended judgement.

8. SETTLEMENT ADMINISTRATION.

8.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.4.1 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee alias number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement, the number of checks and total amount that remains

1 uncashed, and the date (or expected date) when the total amount that remains uncashed is remitted
2 to the California State Controller's Office in the name of the Aggrieved Employee. PAGA
3 Counsel is responsible for filing the Administrator's declaration in Court.

4 **9. AGGRIEVED EMPLOYEES SIZE ESTIMATE and ESCALATOR CLAUSE.**

5 Defendants estimate that there are a total of 136 Aggrieved Employees that worked a total of
6 2,500 PAGA Pay Periods. If the number of unique pay-periods at issue for the Aggrieved
7 Employees is more than 110%, i.e., an increase of more than 250 pay periods, Defendants shall
8 pay a proportional amount in addition to the Gross Fund Value for each additional unique pay-
9 period over 2,750. If this provision is triggered, the Parties agree that the portion of the GSA
10 allocated to attorneys' fees will increase proportionally such that the total amount of attorneys'
11 fees remains one-third of the GSA after the upward adjustment required by this provision is
12 implemented. In the alternative, Defendants may elect to shorten the PAGA Period end date in
13 order to stay within the 10% cushion.

14 **10. ADDITIONAL PROVISIONS.**

15 10.1. No Admission of Liability or Representative Manageability for Other Purposes.

16 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
17 this Agreement is intended or should be construed as an admission by Defendants that any of the
18 allegations in the complaint has merit or that Defendants have any liability for any claims
19 asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants'
20 defenses in the PAGA Action have merit. The Parties agree that representative treatment is for
21 purposes of this Settlement only. If, for any reason the Court does grant approval of the
22 Settlement, or enter Judgment, Defendants reserve all available defenses to the claims in the
23 PAGA Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement,
24 this Agreement and Parties' willingness to settle the PAGA Action will have no bearing on, and
25 will not be admissible in connection with, any litigation (except for proceedings to enforce or
26 effectuate the Settlement and this Agreement).

27 10.2. Confidentiality Prior to PAGA Approval. Plaintiffs, PAGA Counsel, Defendants
28 and Defense Counsel separately agree that, until the Motion for PAGA Approval of Settlement is

1 filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
2 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
3 or indirectly, specifically or generally, to any person, corporation, association, government
4 agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom
5 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
6 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
7 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
8 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
9 inquiry, or subpoena seeking such information. Plaintiffs, PAGA Counsel, Defendants and
10 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
11 communication, before the filing of the Motion for PAGA Approval, with any third party
12 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
13 "the matter was resolved," or words to that effect. This paragraph does not restrict PAGA
14 Counsel's communications with Aggrieved Employees in accordance with PAGA Counsel's
15 ethical obligations owed to Aggrieved Employees.

16 10.3. No Solicitation. The Parties separately agree that they and their respective counsel
17 and employees will not solicit any Aggrieved Employee to appeal from the Judgment. Nothing in
18 this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with
19 Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to
20 Aggrieved Employees.

21 10.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
22 Agreement together with its attached exhibits shall constitute the entire agreement between the
23 Parties relating to the Settlement, superseding any and all oral representations, warranties,
24 covenants or inducements made to or by any Party.

25 10.5. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
26 and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
27 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
28 to effectuate its terms, and to execute any other documents reasonably required to effectuate the

1 terms of this Agreement including any amendments to this Agreement.

2 10.6. Cooperation. The Parties and their counsel will cooperate with each other and use
3 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
4 the Settlement Agreement, submitting supplemental evidence and supplementing points and
5 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
6 or content of any document necessary to implement the Settlement, or on any modification of the
7 Agreement that may become necessary to implement the Settlement, the Parties will seek the
8 assistance of a mediator and/or the Court for resolution.

9 10.7. No Prior Assignments. The Parties separately represent and warrant that they have not
10 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
11 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
12 action or right released and discharged by the Party in this Settlement.

13 10.8. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense
14 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
15 Settlement be relied upon as such within the meaning of United States Treasury Department
16 Circular 230 (31 CFR Part 10, as amended) or otherwise.

17 10.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
18 modified, changed or waived only by an express written instrument signed by all Parties or their
19 representatives and approved by the Court.

20 10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure
21 to the benefit of, the successors of each of the Parties.

22 10.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
23 governed by and interpreted according to the internal laws of the State of California, without
24 regard to conflict of law principles.

25 10.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
26 of this Agreement. This Agreement will not be construed against any Party on the basis that the
27 Party was the drafter or participated in the drafting.

28 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is

1 inserted for convenience of reference only and does not constitute a part of this Agreement.

2 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
3 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
4 weekend or federal legal holiday, such date or deadline shall be on the first business day
5 thereafter.

6 10.15. Invalidity of any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
8 extent possible consistent with applicable precedents so as to define all provisions of this
9 Settlement Agreement valid and enforceable.

10 10.16. Waiver. No waiver of any condition or covenant contained in this Agreement or
11 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
12 constitute a further waiver by such party of the same or any other condition, covenant, right or
13 remedy. Should any part, paragraph, section, term, or provision of this Agreement be declared or
14 determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or
15 unenforceable, the legality, validity, and enforceability of the remaining parts, paragraphs,
16 sections, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid
17 or unenforceable part, paragraph, section, term, or provision shall be deemed not to be a part of
18 this Agreement.

19 10.17. Confidentiality. To the extent permitted by law, all agreements made, and orders
20 entered during the Action and in this Agreement relating to the confidentiality of information
21 shall survive the execution of this Agreement.

22 10.18. Notice. All notices, demands or other communications between the Parties in
23 connection with this Agreement will be in writing and deemed to have been duly given as of the
24 third business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:
26
27
28

To Plaintiffs: John G. Yslas
john.yslas@wilshirelawfirm.com
Samantha A. Smith
samantha.smith@wilshirelawfirm.com
Diego Aviles
diego.aviles@wilshirelawfirm.com
Harry Erganyan
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan
mariam.nazaretyan@wilshirelawfirm.com
Wilshire Law Firm, PLC
3055 Wilshire Boulevard, 5th Fl
Los Angeles, California 90010

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mbradley@bradleygrombacher.com
Kiley Grombacher, Esq.
kgrombacher@bradleygrombacher.com
Emilie MacLean
emaclean@bradleygrombacher.com
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

To Defendants: Vickie V. Grasu
vgrasu@ohaganmeyer.com
Matthew C. Sgnilek
msgnilek@ohaganmeyer.com
O'HAGAN MEYER
21650 Oxnard Street, Suite 530
Woodland Hills, CA, 91367
Beth A. Kahn
b.kahn@musickeeler.com
Susan E. Holley
s.holley@musickeeler.com
Matthew R. Richardson
m.richardson@musickeeler.com
MUSICK, PEELER & GARRET LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048

10.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this

Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.20. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intended that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

10.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure 583.310 for the entire period of this settlement process.

10.22. The Parties agree that the Court shall have continuing jurisdiction over the Agreement and Settlement terms pursuant to Code of Civil Procedure section 664.6.

By the Parties:

DATED: 5/28/2025

Signed by:

 F7AB1D647B0C4A8...
 Plaintiff Jesus Mosqueda

DATED: _____

Plaintiff Ivan S. Martinez II

DATED: _____

Defendants The Haar Company, Go West Bakery LLC and Westwood Donuts LLC
 By: _____
 Position: _____

Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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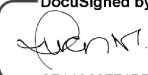
10.22. The Parties agree that the Court shall have continuing jurisdiction over the Agreement and Settlement terms pursuant to Code of Civil Procedure section 664.6.

By the Parties:

DATED: _____

Plaintiff Jesus Mosqueda

DATED: 5/30/2025

DocuSigned by:

 C714A89771BB4B8...

Plaintiff Ivan S. Martinez II

DATED: _____

Defendants The Haar Company, Go West Bakery LLC and Westwood Donuts LLC

By: _____

Position: _____

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10.22. The Parties agree that the Court shall have continuing jurisdiction over the Agreement and Settlement terms pursuant to Code of Civil Procedure section 664.6.

By the Parties:

DATED: _____

Plaintiff Jesus Mosqueda

DATED: _____

Plaintiff Ivan S. Martinez II

DATED: Jun 10, 2025

Gary Haar
Gary Haar (Jun 10, 2025 12:21 EDT)

Defendants The Haar Company, Go West Bakery LLC and Westwood Donuts LLC

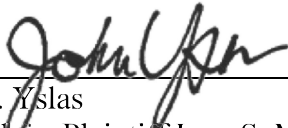
By: Gary Haar

Position: managing member

Approved as to form and substance:

DATED: May 28, 2025

WILSHIRE LAW FIRM, PLC

BY: 

John G. Yslas

Counsel for Plaintiff Ivan S. Martinez II

DATED:

BRADLEY/GROMBACHER, LLP

BY: _____

Marc Bradley

Counsel for Plaintiff Jesus Mosqueda

DATED:

O'HAGAN MEYER

BY: _____

Vickie V. Grasu

Matthew C. Sgnilek

Counsel for Defendants The Haar Company and Go West Bakery LLC

DATED:

MUSICK, PEELER & GARRET LLP

BY: _____

Beth A. Kahn

Susan E. Holley

Matthew R. Richardson

Counsel for Defendants The Haar Company, Go West Bakery LLC and Westwood Donuts LLC

Approved as to form and substance:

DATED: WILSHIRE LAW FIRM, PLC

BY: _____
John G. Yslas
Counsel for Plaintiff Ivan S. Martinez II

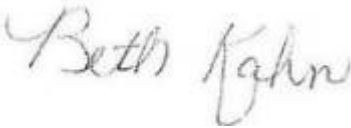
DATED: BRADLEY/GROMBACHER, LLP

BY:  _____
Marc Bradley
Counsel for Plaintiff Jesus Mosqueda

DATED: June 10, 2025 O'HAGAN MEYER

BY:  _____
Vickie V. Grasu
Matthew C. Sgnilek
Counsel for Defendants The Haar Company and Go
West Bakery LLC

DATED: June 12, 2025 MUSICK, PEELER & GARRET LLP

BY:  _____
Beth A. Kahn
Susan E. Holley
Matthew R. Richardson

Counsel for Defendants The Haar Company, Go West
Bakery LLC and Westwood Donuts LLC

Exhibit A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Jesus Mosqueda v. The Haar Company, et al. and Ivan S. Martinez II v. The Haar Company, et al.

Superior Court of the State of California, County of Los Angeles

Case Nos. 23STCV09028 and 23STCV21651

<<EmployeeName>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Superior Court of the State of California, County of Los Angeles (the “Court”) has approved a settlement in the above-captioned action filed by Jesus Mosqueda and Ivan S. Martinez II (“Plaintiffs”) on behalf of themselves and all other Aggrieved Employees.

In this lawsuit, Plaintiffs claim defendants The Haar Company, Go West Bakery LLC and Westwood Donuts LLC (“Defendants”) violated California’s wage and hour laws and is therefore liable for penalties under the Private Attorneys General Act (“PAGA”). Specifically, Plaintiffs allege that Defendants: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to timely furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; (9) failure to provide suitable facilities for meal and rest breaks; (10) failure to comply with California Labor Code sections 6300, *et seq.*; (11) waiting time penalties; (12) failure to provide suitable seating; (13) failure to adopt standards that minimize excessive indoor heat; (14) failure to comply with California Labor Code sections 6400-6403; (15) failure to produce requested employment records; and (16) violations of California Business & Professions Code section 17200, *et seq.* Plaintiffs are solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under PAGA.

The Court has not made a determination about Plaintiffs’ claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation. Defendants deny the allegations in the lawsuit, deny any failure to comply with the laws identified in the lawsuit and deny any liability for the causes of action alleged.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as:

“All persons who worked for Defendants in California as a non-exempt employee at any time during the period beginning April 24, 2022 through March 10, 2025.”

The “PAGA Period” is defined as April 24, 2022 through March 10, 2025.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Defendant’s records show that you worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is 2,500.

Your enclosed individual PAGA payment is <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

“Released Parties” means Defendants and each of its insurers, brands, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, franchisors, and any individual or entity which could be jointly liable with Defendants.

The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the PAGA Action and the PAGA Notices, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for all hours worked, including minimum, straight time, overtime wages and off the clock work; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to timely furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; (9) failure to provide suitable facilities for meal and rest breaks; (10) failure to comply with California Labor Code sections 6300, *et seq.*; (11) waiting time penalties; (12) failure to provide suitable seating; (13) failure to adopt standards that minimize excessive indoor heat; (14) failure to comply with California Labor Code sections 6400-6403; (15) failure to produce requested employment records; and (16) violations of California Business & Professions Code section 17200, *et seq.* Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any non-PAGA individual claims by virtue of this Agreement (“PAGA Released Claims”).

This release applies only to PAGA penalty claims that accrued during the PAGA Period. There shall be no right to opt-out of the settlement by Aggrieved Employees, consistent with California

law.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Class Action Administration Solutions, toll free at 1(____) _____ with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office in the name of the Aggrieved Employee to whom the check was issued. You can search for unclaimed funds at: https://www.sco.ca.gov/search_upd.html

If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement and/or to report a change of address.

EXHIBIT 2

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

11/04/25

Accrual Basis

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit C...	01/31/2023		DunkinDonuts(Martinez).W&H	One Legal LLC	19736338-SUM&COM-Atty Svc for Court Filing-237190 Ivan Martinez	1,494.99	1,494.99
Credit C...	03/20/2023		DunkinDonuts(Martinez).W&H	Los Angeles Superior Court	1230320J4354 (237190) 237190)	9.00	1,503.99
Credit C...	05/09/2023		DunkinDonuts(Martinez).W&H	One Legal LLC	20373935-Joint Status Conference Report-Atty Svc for Court Filing-2...	181.35	1,685.34
Credit C...	05/10/2023		DunkinDonuts(Martinez).W&H	One Legal LLC	20373936-JNT SCR-Atty Svc for Court Filing-237190 DunkinDonuts(...	44.27	1,729.61
Credit C...	06/15/2023		DunkinDonuts(Martinez).W&H	One Legal LLC	20603956-Joint Status Conference Rep-Atty Svc for Court Filing-237...	43.50	1,773.11
Credit C...	11/16/2023		DunkinDonuts(Martinez).W&H	Los Angeles Superior Court	PA-2023-251403693 (237190) DunkinDonuts(Martinez).W&H	5.00	1,778.11
Credit C...	11/16/2023		DunkinDonuts(Martinez).W&H	Los Angeles Superior Court	Need receipt from Matthew Krout (237190) DunkinDonuts(Martinez)....	5.00	1,783.11
Credit C...	03/14/2024		DunkinDonuts(Martinez).W&H	Los Angeles Superior Court	PA-2024-264714767 (237190) DunkinDonuts(Martinez).W&H	6.60	1,789.71
Credit C...	08/12/2024		DunkinDonuts(Martinez).W&H	Los Angeles Superior Court	RM PA-2024-281391544 (237190) DunkinDonuts(Martinez).W&H	61.20	1,850.91
Credit C...	08/12/2024		DunkinDonuts(Martinez).W&H	Los Angeles Superior Court	RM PA-2024-281391544 (237190) DunkinDonuts(Martinez).W&H	58.40	1,909.31
Bill	04/11/2023	57851	DunkinDonuts(Martinez).W&H	Valpro Attorney Services, LLC	57851 DunkinDonuts(Martinez).W&H File x2 POS	45.00	1,954.31
Credit C...	06/22/2023	20603955	DunkinDonuts(Martinez).W&H	One Legal LLC	20603955-Joint Status Confer Rep-Atty Svc for Court Filing-237190 ...	21.77	1,976.08
Credit C...	07/13/2023	20789980	DunkinDonuts(Martinez).W&H	One Legal LLC	20789980-Joint Status Confer Rep-Atty Svc for Court Filing-237190 ...	26.92	2,003.00
Credit C...	07/14/2023	20789982	DunkinDonuts(Martinez).W&H	One Legal LLC	20789982-Joint Status Confer Rep-Atty Svc for Court Filing-237190 ...	42.21	2,045.21
Credit C...	09/08/2023	21157906	DunkinDonuts(Martinez).W&H	One Legal LLC	21157906-S&C-Atty Svc for Court Filing-237190 DunkinDonuts(Marti...	1,494.99	3,540.20
Credit C...	10/18/2023	21157906	DunkinDonuts(Martinez).W&H	One Legal LLC	21157906-237190-IVAN S. MARTINEZ, II vs THE HAAR COMPANY...	-1,029.50	2,510.70
Credit C...	09/20/2023	21256213	DunkinDonuts(Martinez).W&H	One Legal LLC	21256213-Status Confer Rep-Atty Svc for Court Filing-237190 Dunki...	26.92	2,537.62
Credit C...	10/02/2023	21256215	DunkinDonuts(Martinez).W&H	One Legal LLC	21256215-237190-IVAN S. MARTINEZ, II vs THE HAAR COMPANY...	51.48	2,589.10
Credit C...	09/25/2023	21269446	DunkinDonuts(Martinez).W&H	One Legal LLC	21269446-POS,Stip & Order-Atty Svc for Court Filing-237190 Dunki...	45.45	2,634.55
Credit C...	10/02/2023	21269447	DunkinDonuts(Martinez).W&H	One Legal LLC	21269447-237190-IVAN S. MARTINEZ, II vs THE HAAR COMPANY...	51.48	2,686.03
Credit C...	11/20/2023	21666806	DunkinDonuts(Martinez).W&H	One Legal LLC	21666806-Notice-Atty Svc for Court Filing-237190 Ivan S. Martinez, I...	21.77	2,707.80
Credit C...	01/02/2024	21928553	DunkinDonuts(Martinez).W&H	One Legal LLC	21928553-Decl,CMS-Atty Svc for Court Filing-237190 Ivan S. Martin...	17.66	2,725.46
Credit C...	01/03/2024	21929729	DunkinDonuts(Martinez).W&H	One Legal LLC	21929729-POS-Atty Svc for Court Filing-237190 Ivan S. Martinez vs ...	17.66	2,743.12
Credit C...	01/22/2024	22037349	DunkinDonuts(Martinez).W&H	One Legal LLC	22037349-Ntc of Attachment-Atty Svc for Court Filing-237190 Ivan S...	19.71	2,762.83
Credit C...	03/15/2024	22440119	DunkinDonuts(Martinez).W&H	One Legal LLC	22440119-CMS-Atty Svc for Court Filing-237190 Ivan S. Martinez, li ...	19.71	2,782.54
Credit C...	06/26/2024	23210837	DunkinDonuts(Martinez).W&H	One Legal LLC	23210837-237190-Atty Svc for Court Filing-Joint Status Conf Rep-D...	28.98	2,811.52
Credit C...	12/27/2024	24399469	DunkinDonuts(Martinez).W&H	One Legal LLC	24399469-237190-Atty Svc for Court Filing-SCR-DunkinDonuts(Mart...	23.44	2,834.96
Credit C...	02/04/2025	24635722	DunkinDonuts(Martinez).W&H	One Legal LLC	24635722-237190-Atty Svc for Court Filing-Notice-DunkinDonuts(Ma...	23.44	2,858.40
Credit C...	04/24/2025	25230104	DunkinDonuts(Martinez).W&H	One Legal LLC	25230104-237190-Atty Svc for Court Filing-SCR-DunkinDonuts(Mart...	23.44	2,881.84
Total 501500 · Court Filing Fees						2,881.84	2,881.84
502500 · Legal Expenses							
Credit C...	05/16/2023		DunkinDonuts(Martinez).W&H	Department of Industrial Relations	ORD-000221770-DunkinDonuts(Martinez).W&H	75.00	75.00
Bill	04/08/2024	0849974595-1	DunkinDonuts(Martinez).W&H	Thomson Reuters-West Publishi...	Legal-Research-DunkinDonuts(Martinez).W&H	56.04	131.04
Bill	06/12/2024	(06/10/2024)	DunkinDonuts(Martinez).W&H	Henry J Bongiovi Esq	(06/10/2024)-DunkinDonuts(Martinez).W&H-Mediation Fee sked 12/...	5,333.00	5,464.01
Bill	08/08/2023	296786	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	296786-DunkinDonuts(Martinez).W&H-System Access Fee/Docume...	134.85	5,598.86
Bill	11/06/2023	306536	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	306536-DunkinDonuts(Martinez).W&H-System Access Fee & Docu...	159.00	5,757.86
Bill	02/09/2024	316376	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	316376 DunkinDonuts(Martinez).W&H System Access Fee & Docu...	159.00	5,916.86
Bill	05/09/2024	326749	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	326749 DunkinDonuts(Martinez).W&H System Access Fee 2/1/24 - ...	135.00	6,051.86
Bill	08/01/2024	337804	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	337804-DunkinDonuts(Martinez).W&H-System Access Fee/Docume...	141.00	6,192.86
Bill	11/05/2024	349371	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	349371 DunkinDonuts(Martinez).W&H System Access Fee 8/1/24 - ...	135.00	6,327.86
Bill	02/03/2025	361469	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	361469 DunkinDonuts(Martinez).W&H System Access Fee/ Docume...	141.00	6,468.86
Bill	03/05/2025	372885	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	361469 DunkinDonuts(Martinez).W&H System Access Fee/ Docume...	51.00	6,519.86
Bill	04/04/2025	385620	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	385620 DunkinDonuts(Martinez).W&H System Access Fee 3/1/25 - ...	45.00	6,564.86
Bill	06/01/2025	397546	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	397546 DunkinDonuts(Martinez).W&H System Access Fee 4/1/25 - ...	51.00	6,615.86
Bill	06/02/2025	409602	DunkinDonuts(Martinez).W&H	Case Anywhere, LLC	409602 DunkinDonuts(Martinez).W&H System Access Fee 5/1/25 - ...	45.00	6,660.86
Bill	12/06/2022	847456782	DunkinDonuts(Martinez).W&H	Thomson Reuters-West Publishi...	Legal-Research-DunkinDonuts(Martinez).W&H	46.40	6,707.26
Bill	12/06/2022	847456782	DunkinDonuts(Martinez).W&H	Thomson Reuters-West Publishi...	Legal-Research-DunkinDonuts(Martinez).W&H	4.00	6,711.26
Bill	02/06/2023	847783910	DunkinDonuts(Martinez).W&H	Thomson Reuters-West Publishi...	Legal-Research-DunkinDonuts(Martinez).W&H	85.29	6,796.55
Total 502500 · Legal Expenses						6,796.55	6,796.55
503200 · Process Service Fees							
Bill	04/11/2023	57436	DunkinDonuts(Martinez).W&H	Valpro Attorney Services, LLC	57436 DunkinDonuts(Martinez).W&H Servee: The Haar Company S...	146.00	146.00
Bill	04/11/2023	57437	DunkinDonuts(Martinez).W&H	Valpro Attorney Services, LLC	57437 DunkinDonuts(Martinez).W&H Servee: Go West Bakery LLC ...	66.00	212.00
Bill	04/11/2023	57764	DunkinDonuts(Martinez).W&H	Valpro Attorney Services, LLC	57764 DunkinDonuts(Martinez).W&H Servee: The Haar Company S...	145.00	357.00
Bill	04/11/2023	57765	DunkinDonuts(Martinez).W&H	Valpro Attorney Services, LLC	57765 DunkinDonuts(Martinez).W&H Servee: Go West Bakery LLC ...	245.00	602.00
Total 503200 · Process Service Fees						602.00	602.00
Total 500000 · COS						10,280.39	10,280.39
TOTAL						10,280.39	10,280.39



Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	7/16/2025	CC073125TA-1672	One Legal LLC	The Haar Company/Dunkin Donuts (Martinez) - Wage & Hour (Class Action)	25837918-237190-Atty Svc for Court Filing-Change of Address-The Haar Company/Dunkin Donuts (Martinez) - Wage & Hour (Class Action)	\$25.50
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	7/17/2025	CC073125TA-1738	One Legal LLC	The Haar Company/Dunkin Donuts (Martinez) - Wage & Hour (Class Action)	25838123-237190-Atty Svc for Court Filing-Change of Address-The Haar Company/Dunkin Donuts (Martinez) - Wage & Hour (Class Action)	\$25.50
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/21/2025	CC083125TA-1873	One Legal LLC	The Haar Company/Dunkin Donuts (Martinez) - Wage & Hour (Class Action)	26122745-237190-Atty Svc for Court Filing-SCR-Ivan Martinez-11/9/2022	\$23.44
502500 Cost of Sale : Legal Expenses	Bill	7/1/2025	421921	Case Anywhere LLC	The Haar Company/Dunkin Donuts (Martinez) - Wage & Hour (Class Action)	421921-The Haar Company/Dunkin Donuts (Martinez)-System Access Fee	\$45.00
502500 Cost of Sale : Legal Expenses	Bill	8/4/2025	434521	Case Anywhere LLC	The Haar Company/Dunkin Donuts (Martinez) - Wage & Hour (Class Action)	434521-Ivan Martinez-System Access Fee / Document Service Fee : 07/01/25 to 07/31/25	\$63.00
502500 Cost of Sale : Legal Expenses	Bill	9/2/2025	447012	Case Anywhere LLC	The Haar Company/Dunkin Donuts (Martinez) - Wage & Hour (Class Action)	447012-The Haar Company/Dunkin Donuts (Martinez)-System Access Fee & Document Service Fee 8/1/25 - 8/31/25	\$51.00
502500 Cost of Sale : Legal Expenses	Bill	10/1/2025	459710	Case Anywhere LLC	The Haar Company/Dunkin Donuts (Martinez) - Wage & Hour (Class Action)	459710-The Haar Company/Dunkin Donuts (Martinez)-System Access Fee 9/1/25 - 9/30/25	\$45.00
Total							\$278.44

Expenses Subtotals - Filtered Exp. Type

As of 2025-11-04 16:21:30 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By

Show: All matters

Matter: ID equals a0L5G00000X9gph

Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Ivan Martinez - Wage & Hour: 11/9/2022	E102 — Printing	11/16/2022	E-2868178			\$0.00			\$0.00
		12/28/2022	E-2990543			\$20.25			\$20.25
		11/16/2022	E-2982455			\$11.00			\$11.00
		12/28/2022	E-2977571			\$0.00			\$0.00
		12/28/2022	E-2950767			\$0.00			\$0.00
		11/16/2022	E-2943275			\$0.00			\$0.00
		12/28/2022	E-2938488			\$0.00			\$0.00
		11/16/2022	E-2905924			\$0.00			\$0.00
		12/28/2022	E-2901157			\$0.00			\$0.00
	Subtotal	Sum				\$31.25	\$0.00	\$0.00	\$31.25
		Count	9						
	E108 — Postage	~~5/17/2023~~	~~E-3090279~~			~~\$7.09~~			~~\$7.09~~
		~~5/17/2023~~	~~E-3090278~~			~~\$7.09~~			~~\$7.09~~
		~~5/17/2023~~	~~E-3090277~~			~~\$7.09~~			~~\$7.09~~
		~~5/17/2023~~	~~E-3090276~~			~~\$7.09~~			~~\$7.09~~
		~~5/17/2023~~	~~E-3090275~~			~~\$7.09~~			~~\$7.09~~
		~~11/17/2022~~	~~E-2138422~~			~~\$6.57~~			~~\$6.57~~
		~~11/17/2022~~	~~E-2138421~~			~~\$6.57~~			~~\$6.57~~
		~~11/17/2022~~	~~E-2138420~~			~~\$6.57~~			~~\$6.57~~
		~~11/17/2022~~	~~E-2138419~~			~~\$6.57~~			~~\$6.57~~
		~~11/17/2022~~	~~E-2138418~~			~~\$6.57~~			~~\$6.57~~
	Subtotal	Sum				\$68.30	\$0.00	\$0.00	\$68.30
		Count	10						
Subtotal		Sum				\$99.55	\$0.00	\$0.00	\$99.55
		Count	19						
Total		Sum				\$99.55	\$0.00	\$0.00	\$99.55
		Count	19						

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EXHIBIT 3



Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Fri 11/14/2025 5:42 PM

To Lisa Iturriaga, Esq. <lisa.iturriaga@wilshirelawfirm.com>

11/14/2025 05:42:32 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 11/14/2025 05:42:32 PM your Proposed Settlement was successfully processed for case number LWDA-CM-955490-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Clisa.iturriaga%40wilshirelawfirm.com%7C220de04c71064d9994a908de23e845ea%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638987677684100908%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRyYWdWUslIYiOiIlwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoITWFpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=vyHTveKS9gDmakChSEvPfbAkLOo9egkY%2FAmcPBc2AEc%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Clisa.iturriaga%40wilshirelawfirm.com%7C220de04c71064d9994a908de23e845ea%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638987677684100908%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRyYWdWUslIYiOiIlwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoITWFpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=vyHTveKS9gDmakChSEvPfbAkLOo9egkY%2FAmcPBc2AEc%3D&reserved=0)

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Attorneys for Plaintiff Jesus Mosqueda

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

IVAN S. MARTINEZ II and JESUS
MOSQUEDA, individually, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v .

THE HAAR COMPANY, a New Jersey
corporation; GO WEST BAKERY LLC, a
California limited liability company;
WESTWOOD DONUTS LLC, a California
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 23STCV21651

CLASS ACTION

**DECLARATION OF MARCUS J. BRADLEY
IN SUPPORT OF MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (PAGA) SETTLEMENT**

Complaint filed April 24, 2023
First Amended Complaint filed August 2, 2023

DECLARATION OF MARCUS J. BRADLEY

I, Marcus J. Bradley, declare as follows:

1. I am an attorney at Bradley/Grombacher, LLP, counsel of record for Plaintiff Jesus Mosqueda (“Plaintiff Mosqueda” or “Mr. Mosqueda”) in the above-captioned case. I am submitting this Declaration in support of Plaintiffs’ Motion for Approval of PAGA Settlement, request for reasonable attorneys’ fees and costs, and an enhancement award to Mr. Mosqueda. I am familiar with the file, the documents, and the history related to this case. The following statements are based on my personal knowledge and review of the files. If called on to do so, I could and would testify competently thereto.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. Plaintiffs are former non-exempt employees of Defendant The Haar Company (“Defendant”) who worked for Defendant during the relevant period.

3. On April 24, 2023, Plaintiff Mosqueda filed a class action complaint in the Los Angeles County Superior Court. On August 4, 2023, Plaintiff Mosqueda amended the complaint to add a cause of action for PAGA penalties. Pursuant to Labor Code section 2699.3, subdivision (a), alleging The Haar Company, Go West Bakery LLC and Westwood Donuts, LLC for: (1) failure to pay for all hours worked, including minimum, straight time, overtime wages and off the clock work; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to timely furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; (9) failure to provide suitable facilities for meal and rest breaks; (10) failure to comply with California Labor Code sections 6300, et seq.; (11) waiting time penalties; (12) failure to provide suitable seating; (13) failure to adopt standards that minimize excessive indoor heat; (14) failure to comply with California Labor Code sections 6400-6403; and (15) violations of California Business & Professions Code section 17200, et seq. Plaintiff Mosqueda gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on April 24, 2023 (LWDA-CM-950430-23). On March 18, 2024, Plaintiff Mosqueda filed a request for dismissal of his class allegations.

4. On September 6, 2023, Plaintiff Ivan S. Martinez II filed a complaint for civil penalties under PAGA, alleging Defendants The Haar Company and Go West Bakery LLC: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Ivan S. Martinez II gave timely written notice to Defendants The Haar Company and Go West Bakery LLC, and the LWDA by sending the PAGA Notice on May 16, 2023 (LWDA-CM-955490 23).

5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

6. Based on my extensive knowledge of the facts and the law in this case, I believe that the proposed settlement is a fair and reasonable result for the Class. The details of the work completed by counsel in this case are set forth in additional detail in the declaration of my co-counsel, Wilshire Law, filed concurrently herewith

EXPERIENCE OF COUNSEL

7. Below is a chart detailing our lodestar. Before presenting this chart, I first provide background on the primary attorneys from my firm who were assigned to this case and the basis for the billing rates we are seeking for their work.

8. Bradley/Grombacher, LLP is a national law firm with extensive experience litigating wage and hour class and representative actions, as well as complex consumer class actions. Details on the work, experience, and accomplishments of the firm can be found at www.bradleygrombacher.com. In just the past few months, two federal district courts have commented on excellent results obtained by Bradley/Grombacher LLP, attributable to our skilled advocacy and determination. *See, In re Johnson & Johnson Aerosol Sunscreen Mktg., Sales Pracs. & Prod. Liab. Litig.*, (S.D. Fla. Feb. 28, 2023) 2023 WL 2284684, at *9 (“The Court has observed

1 class counsel's diligence, ability, and experience in pleadings and motion practice; in their
2 presentation of the settlement to this Court; and in their attention to matters of notice and
3 administration after the announcement of the settlement. The excellent job Class Counsel have
4 done for the class is also demonstrated in the benefits afforded by the Settlement."); *Razo v. AT&T*
5 *Mobility Servs., LLC*, (E.D. Cal. Apr. 26, 2023) 2023 WL 3093845, at *24, *26 (commenting on
6 the skill class counsel displayed faced with complex issues and significant uncertainty as to the
7 viability of the claims throughout much of the case).

8 **Experience of Marcus J. Bradley Esq.**

9 9. I have been counsel for Plaintiff Mosqueda and the Aggrieved Employees
10 throughout this case. I am a partner at Bradley/Grombacher, LLP, which has extensive experience
11 litigating wage and hour class and representative actions as well as complex consumer class actions.
12 Details on the work, experience, and accomplishments of the firm can be found at
13 www.bradleygrombacher.com.

14 10. I personally have represented plaintiffs in consumer and employment class actions
15 since I began practicing law in 1994. In 2000, I joined Mazursky, Schwartz & Angelo as an
16 associate and became a partner in January 2005 at which time the firm was renamed Schwartz,
17 Daniels & Bradley. I remained as a partner handling primarily wage and hour class actions until
18 the dissolution of the firm effective December 31, 2008. In January 2009, I moved my existing
19 practice transferring a number of wage and hour cases to become a partner with the law firm of
20 Marlin & Saltzman, a long-established firm with whom I had been co-counsel on dozens of wage
21 and hour class actions during my tenure at Schwartz, Daniels & Bradley. On September 1, 2016, I
22 formed Bradley/Grombacher, LLP along with a former associate at Marlin & Saltzman, Kiley
23 Grombacher.

24 11. I have been responsible for all facets of class action employment and other complex
25 litigation, from pre-filing investigation through trial and appeal. Since approximately May 2000, I
26 have spent most of my time representing workers in wage and hour matters. I, along with my current
27 and former partners, have litigated these issues in class actions to favorable settlements that have
28 recouped over \$800,000,000.00 in unpaid wages, including the following more notable cases:

- 1 a. *Gutierrez v. State Farm Mutual*, Los Angeles Superior Court (BC236552). Class action
2 mis-classification case seeking overtime compensation for approximately 2,600
3 insurance claims adjusters employed by State Farm. The class was certified, and
4 summary adjudication was granted as to liability in favor of the class. The case settled
5 for \$135 million just prior to trial, with final approval granted with no objections filed.
- 6 b. *Bednar v. Allstate Insurance Company*, Los Angeles Superior Court (BC240813). Class
7 action mis-classification case seeking overtime compensation for approximately 1,200
8 insurance claims adjusters employed by Allstate. The class was certified and summary
9 adjudication was granted as to liability in favor of the class. The case settled for \$120
10 million just prior to trial, with final approval granted with no objections filed.
- 11 c. *Roberts v. Coast National Insurance*, Orange County Superior Court (01CC08478).
12 Class action mis-classification case seeking overtime compensation for insurance
13 claims adjusters employed by Coast National Insurance. Certification granted, and then
14 the matter was tried before a binding arbitrator. The case settled during the arbitration
15 for an excess of \$18 million.
- 16 d. *CNA Class Action Litigation*, Los Angeles Superior Court Class (JCCP 4230). Class
17 action mis-classification case seeking overtime compensation for insurance claims
18 adjusters employed by Defendant. The case settled for \$33 million, with final approval
19 granted with no objections filed.
- 20 e. *Dotson v. Royal SunAlliance*, Orange County Superior Court (02CC01787). Class
21 action mis-classification case seeking overtime compensation for insurance claims
22 adjusters employed by Royal SunAlliance. Case settled for \$12.3 million, with final
23 approval granted with no objections filed.
- 24 f. *Parris v. Lowe's Home Improvement*, Los Angeles County Superior Court (BC260702).
25 Class action seeking payment of "off-the-clock" hours worked by all hourly employees
26 of Lowe's Home Improvement stores in the State of California. The class was certified
27 by the Court of Appeal and remanded to the trial court for further proceedings. Shortly
28 thereafter, a \$29.5 million settlement was reached and approved without objection.

- 1 g. *Pardo v. Toyota Motor Sales, et al.* Los Angeles County Superior Court (BC372781).
2 Class action mis-classification of workers with claims for overtime and missed meal
3 and rest breaks. The case settled for \$7.75 million and was approved with no objections.
- 4 h. *Smith/Ballard v. Wal-Mart Stores, Inc.* United States District Court for the Northern
5 District of California (Case No. 4:06-cv-05411-SBA). Wage and hour class action
6 seeking unpaid vacation and personal time, unpaid wages, and related penalties on
7 behalf of over 245,000 employees. The action was certified and settled for \$86 million
8 while Defendant's appeal of the certification was pending in the Ninth Circuit Court of
9 Appeals.
- 10 i. *Hoyng v. AON*, Los Angeles County Superior Court (BC377184). Wage and hour class
11 action seeking overtime and related compensation for mis-classification on behalf of
12 Relationship and Account Specialists. The case settled for \$10.5 million which was
13 approved with no objections filed.
- 14 j. *In RE Bank of America Wage and Hour Employment Practices Litigation*, MDL 2138,
15 United States District Court for the District of Kansas. California state and FLSA wage
16 and hour litigation for various violations including unpaid overtime and "off-the-clock"
17 work. Settled for \$73 million.
- 18 k. *Lemus v. H & R Block Litigation*, United States District Court for the Northern District
19 of California (Case No. 3:09-cv-03179-SI) Class certified, and settlement reached prior
20 to trial. Total settlement of \$35 million.
- 21 l. *Harris v. Vector Marketing Corporation*, United States District Court for the Northern
22 District of California (Case No. 3:08-cv-05198-EMC). Class action case on behalf of
23 approximately 70,000 employees misclassified as "trainees."
- 24 m. *Bickley v. Schneider National Trucking*, United States District Court for the Northern
25 District of California (Case No. 4:08-cv-05806-JSW). Wage and hour class action on
26 behalf of approximately 6,000 truck drivers. Settled for \$29.5million.
- 27 n. *Roberts v. TJX*, United States District Court for the Northern District of California (Case
28 No. 13-CV-04731-MEJ). Wage and hour violations on behalf of approximately 82,000

employees. Settled for \$8.5 million.

o. Oprychal v. New York Life Insurance, United States District Court for the Central District of California (Case No. 2:07-cv-00518-VBF). Class action for the failure to pay commissions pursuant to a compensation plan. Settled for \$10 million.

p. Neuvenheim v. Gamestop Corp., United States District Court for the Central District of California (Case No. 2:09-cv-06799-ODW). Class action on behalf of nonexempt employees for wage and hour violations.

q. Hightower v. JP Morgan Chase, United States District Court for the Central District of California (Case No. 2:11-cv-01802-PSG). Class action on behalf of nonexempt employees for wage and hour violations. Settled for \$12 million.

12. On many of the above cases, I was either lead or co-lead counsel including cases in multi-district litigation or coordinated proceedings where I worked collaboratively and cooperatively with co-counsel to bring about an efficient and beneficial resolution for all class members as the above results demonstrate.

13. I have argued cases in trial courts as well as before courts of appeal. My writings on legal topics pertaining to litigating wage and hour class and representative actions have appeared in professional publications, and I have been called upon to speak at conferences and seminars for professional organizations, including a recent presentation titled “Planning for and Executing Trial in Class and Collective Wage & Hour Cases.”

14. I have also been honored as a Super Lawyer in the area of class actions by Los Angeles Magazine for multiple years including 2026. I have also been named a Top 100 Commercial Litigator by the *Los Angeles Daily Journal* for the past two years as well as a Consumer Attorney Visionary by the *Los Angeles Times*. I am also a member of a number of professional organizations, including the Consumer Attorneys of Los Angeles, the Consumer Attorneys of California, the California Employment Lawyers Association, and the American Association for Justice.

Experience of Kiley L. Grombacher Esq.

15. My Partner, Ms. Grombacher, specializes her practice in complex litigation

1 including consumer and employment class actions. She has litigated hundreds of employment and
2 consumer class actions throughout her career which began at Arias, Ozzello & Gignac where she
3 gained extensive experience litigating consumer cases.

4 16. Thereafter, Ms. Grombacher joined Marlin & Saltzman in 2010 where she focused
5 her practice almost exclusively on wage and hour, collective, and representative actions, including
6 the reported case, *Faulkinbury v. Boyd & Associates*, which clarified the holding in seminal case,
7 *Brinker Restaurant Corp. v. Superior Court*, to establish that legality of certain company policies
8 could be determined on a class-wide basis even if the application of the policies varies by individual.

9 17. Ms. Grombacher has been selected by Super Lawyers Magazine as a “Rising Star”
10 in the field of complex litigation since 2015 and as a Super Lawyer since 2017. She has published
11 articles on the field of class action litigation including “A Class-Action Primer” which appeared in
12 *The Advocate*, which is the Journal of Consumer Attorneys of Southern California.

13 18. Ms. Grombacher has also lectured on various topics involving complex case
14 management and recently spoke at the Beverly Hills Bar Association’s Class Action and Complex
15 Case Management Conference. She is also a member of a number of professional organizations,
16 including the Consumer Attorneys of Los Angeles and the American Association for Justice.

17 **Experience of Lirit A. King Esq.**

18 19. Lirit King is a sixteenth-year associate formerly at Bradley/Grombacher, LLP who
19 also worked on this case. Ms. King earned her Juris Doctor from Southwestern University. Ms.
20 King focuses her practice on employment law and is a skilled litigator. Before joining Bradley
21 Grombacher, Ms. King worked at a national law firm as a staff attorney. Ms. King has also worked
22 at plaintiff employment law firms specializing in discrimination, wage and hour, and ERISA
23 violations, acting as associate counsel and as a second chair trial attorney in numerous successful
24 lawsuits. Ms. King has proven to be a strong asset to the firm. Our firm’s 2024 billing rate for Ms.
25 King is \$775 per hour.

26 **Experience of Leslie H. Joyner, Esq.**

27 20. Leslie H. Joyner is a fifteenth-year associate formerly at Bradley/Grombacher LLP
28 who primarily assisted with the preparation of this briefing now being submitted to the Court. Ms.

Joyner earned her Juris Doctor from Lewis and Clark Law School. Ms. Joyner's practice has focused on complex litigation in federal and state courts, including wage and hour violations, discrimination claims, consumer rights, employment class actions and consumer class actions. Prior to joining our firm, Ms. Joyner worked as an associate at a firm specializing in employment and other class action work, where she was pivotal in obtaining certification in numerous actions and played an integral role in recovering millions of dollars in payments to class members. She served as one of the primary attorneys in *Helmick v. Air Methods Corp.*, Case No. RG13665373, in the Superior Court of California, County of Alameda, which settled in 2020 for \$82,273,846. Ms. Joyner has published articles on the field of mass and class action litigation appearing in Forum, which is the Magazine of Consumer Attorneys of California.

Experience of Emilie MacLean, Esq.

21. Emilie MacLean is a former associate at Bradley/Grombacher, LLP who also worked on this case. Ms. MacLean earned her Juris Doctor and Master of Dispute Resolution from Pepperdine University, and her Master of Laws from the University of Toronto. For nearly 4 years, prior to receiving her license to practice law in California, Ms. MacLean worked as a law clerk at our firm under my supervision, where she has drafted the briefing on a number of complex legal issues. Our firm's 2024 billing rate for Ms. MacLean is \$600 per hour.

Experience of Fernando Valle Jr.

22. Fernando Valle, Jr. received his license to practice law from the New York State Bar in 2023. Mr. Valle received his LL.B. degree from Middlesex University, Dubai in 2019. While in law school Mr. Valle competed in the Willem C. Vis International Commercial Arbitration Moot, where he collaborated in drafting the Memorandum for Claimant and presented three rounds of oral arguments in Vienna, Austria. After law school, Mr. Valle apprenticed for a litigation focused law firm in Dubai. From 2021 until receiving his license to practice law, Mr. Valle was a law clerk at our firm under my supervision and the supervision of my partner. During that time, he drafted numerous motions and pleadings on cases within the firm's employment, consumer, and data breach practice areas. Our firm's 2024 billing rate for Mr. Valle is \$600 per hour.

23. The counsel's time spent on this case was necessary and reasonable.

1 24. The number of hours that Plaintiff’s Counsel devoted to this case is reasonable. *See,*
2 *e.g., Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133 (fee award should be “fully compensatory
3 [and] absent circumstances rendering the award unjust, an attorney fee award should ordinarily
4 include compensation for *all* the hours reasonably spent.”); *Serrano III* (1977) 20 Cal.3d 25, 49
5 (counsel are entitled to compensation for all hours reasonably expended); *Hensley v. Eckerhart*
6 (1983) 461 U.S. 424, 435-36.

7 25. Counsel’s work on this case included fact-intensive interviews with Plaintiff at the
8 beginning, middle and end of the case; the drafting and filing of pleadings; legal research on
9 complex issues; informal settlement negotiations; and drafting of the settlement papers and
10 approval motion.

11 **COUNSEL BILLING RATES ARE BASED ON THE PREVAILING MARKET RATES**
12 **AND HAVE BEEN REPEATEDLY APPROVED BY THE COURTS**

13 26. This portion of my declaration documents the reasonableness of the billing rates
14 charged by my firm in this case.

15 27. Our lodestar for this case is based on our law firm’s billing rates for the second half
16 of 2024. Our 2024 rates are the same as our rates for 2023 with the exception of two junior
17 associates, who were formerly law clerks with the firm.

18 28. We set the billing rates of our attorneys and paralegals/law clerks through a process
19 of continual monitoring of prevailing market rates charged by both defense and plaintiffs’ law
20 firms, for individuals with similar levels of skill and experience who are doing comparable work
21 as our attorneys and staff. We gather this information from surveys, the review of other fee
22 applications, and conversations with attorneys in the relevant billing market. We set the billing
23 rates for our firm to be consistent with the prevailing market rates in the private sector for attorneys
24 and staff of comparable skill, qualifications, and experience.

25 29. In my experience, fee awards are almost always determined based on current rates, i.e.,
26 the attorney’s rate at the time when a motion for fees is made, rather than the historical rate at the time
27 the work was performed. This is a common and accepted practice that provides some compensation to
28 attorneys for the delay in being paid. *See Graham v. DaimlerChrysler* (2004) 34 Cal.4th 553, 583;

1 *Robles v. Employment Development Dept.*, 38 Cal.App.5th 191, 205 (2019).

2 30. In cases where compensation is contingent on success, attorneys reasonably expect to
3 receive significantly higher effective hourly rates, particularly where, as in this case, the result is
4 uncertain. As the case law recognizes, this does not result in any undue “bonus” or “windfall.” In the
5 legal marketplace, a lawyer who assumes a significant financial risk on behalf of a client reasonably
6 expects that his or her compensation will be significantly greater than if no risk was involved (for
7 example, if the client paid the bill on a monthly basis), and that the greater the risk, the greater the
8 “enhancement.” As Judge Virginia Phillips in the Central District of California has stated, “Adjusting
9 court-awarded fees upward in contingent fee cases to reflect the risk of recovering no compensation for
10 hundreds of hours of work makes those fee awards consistent with the legal marketplace, and in so
11 doing, helps to ensure that meritorious cases will be brought to enforce important public interest policies
12 and that clients who have meritorious claims, but lack financial resources, will be better able to obtain
13 qualified counsel.” *Jeter-Polk v. Casual Male Store, LLC*, (C.D. Cal. Mar. 4, 2016) 2016 WL 9450452,
14 at *8.

15 31. Thus, the billing rates of our firm are well within the range of current market rates in
16 the Los Angeles-Riverside Area.

17 **BILLING PRACTICES AND LODESTAR**

18 32. We utilize billing software which records time in tenth-of-an-hour increments and train
19 the lawyers and staff at Bradley/Grombacher, LLP to do so as contemporaneously as possible with the
20 expenditure of the time.

21 33. The following chart provides a summary of the billing rates and hours worked by the
22 attorneys at our firm through September 2, 2025:

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

Name and Title of Professional	Bar Admission Date	Hours	Rate (2025)	Lodestar
<i>Partners</i>				
Marcus Bradley	1994	48	\$1050	\$50,400
<i>Associates</i>				
Lirit King	2007	16	\$850	\$13,600
Leslie Joyner	2009	4	\$850	\$3,400
Emilie MacLean	2023	15	\$600	\$9,000
Fernando Valle	2023	7	\$600	\$4,200
TOTAL HOURS AND LODESTAR FOR BRADLEY GROMBACHER		90		\$80,600

34. The figures stated above were prepared and maintained by my firm in the ordinary course of business and reflect the hours of work performed on this matter.

CONTINGENT RISK

35. Bradley/Grombacher, LLP takes its cases on a contingent fee basis. We rely on awards for attorneys' fees and costs to continue our work for the enforcement of labor standards. Indeed, we did not charge the Plaintiff or the Aggrieved Employees any fees or costs to litigate and bring this case to a successful conclusion. In addition to attorneys' fees, referenced above, our offices have to date incurred \$10,688.36 in out-of-pocket costs, which we have not yet recouped. During the course of this litigation, we also had to forego requests by other prospective clients to bring other cases with merit to ensure that we could continue to adequately and successfully represent Plaintiff and the

1 Aggrieved Employees in this matter.

2 **COSTS**

3 36. Plaintiff Mosqueda has incurred costs of the suit of approximately \$10,688.36 as of
4 September 2, 2025. Exhibit 1 is a ledger identifying each individual charge incurred by our firm in
5 this action. The date corresponding to each individual charge may reflect the date the charge was
6 entered into our accounting system, rather than the date when the charge occurred.

7 37. The expenses incurred by our firm consist of filing fees, court fees, and service of
8 process. We do not bill for mail and copies and postage.

9 38. The charges correspond to the actual costs incurred in this case, rather than a pro-
10 rata or other share of our firm's generalized costs.

11 39. These expenses were necessary to the prosecution and successful resolution of the
12 case.

13 **PROPOSED SERVICE AWARD**

14 40. Plaintiff Mosqueda devoted his time and provided an invaluable service to the
15 prosecution of this case. He worked with us regularly, providing important information, documents,
16 and insight regarding Defendant's policies and practices. He was also actively involved discussions
17 regarding the resolution of this matter and approved the settlement terms on behalf of himself and
18 the Aggrieved Employees.

19 41. Mr. Mosqueda has also submitted a declaration attesting to his service in support of
20 the service award he is seeking and in support of approval of the settlement generally.

21 42. In light of Mr. Mosqueda's specific efforts and the favorable impact on the litigation
22 that resulted from those efforts, we are proposing a \$5,000 service award for him.

23 43. We believe that the service award to Mr. Mosqueda fairly reflects the time, risks,
24 and contributions he made to achieve this settlement on behalf of the State of California and the
25 Aggrieved Employees.

26 44. Moreover, as part of the settlement agreement, Mr. Mosqueda released any and all
27 claims he had against Defendant, not just those relating to this case. This release is broader than
28 that which applies to the other Aggrieved Employees.

45. Two firms will be receiving fees pursuant this settlement— the Wilshire Law Firm and Bradley/Grombacher LLP. The fees shall be split as follows: 60% to the Wilshire Law Firm, and 40% to Bradley/Grombacher, LLP. Pursuant to California Rules of Professional Conduct, rule 1.5.1, Mr. Mosqueda was aware of this in advance and gave written consent.

46. To the extent PAGA Members do not cash their checks within 180 days of issuance, the Parties agree that the uncashed funds will be distributed to California Controller's Unclaimed Property Fund, subject to Court approval, with the division of the unclaimed funds to be divided equally. Bardley/Grombacher LLP has no interest or involvement in Legal Aid at Work or CASA.

EXHIBITS

47. Attached as Exhibit 1 to the Declaration is a true and correct copy of a cost bill for the various costs that our firm has incurred in this case, which we ran on September 2, 2025, based on our firm's accounting records.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and based on my personal knowledge.

Executed on September 2, 2025, in Westlake Village, California.

Marcus J. Bradley

EXHIBIT 1

BG Cost Bill

BRADLEY GROMBACHER LLP
Transaction Report
All Dates

Jesus Mosqueda v. The Haar Company - 20230421										
Date	Transact ion Type	Num	Adj	Name	Memo/Description	Account	Split	Debit	Credit	Balance
04/24/2023	Expense	LWDA-CM-950430-23	No	LWDA	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Kiley - VS 1305	75.00		75.00
04/24/2023	Bill	7468962	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.15		91.15
04/24/2023	Bill	7467549	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	1,494.20		1,585.35
06/01/2023	Expense	1230601J0154	No	LA Superior Court	The Haar Company - 20230421 / this is for Initial Case Management Order	ADVANCED COSTS:Court Costs	Kiley - VS 1305	5.40		1,590.75
06/06/2023	Bill	7678078	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	11.95		1,602.70
06/08/2023	Bill	7682435	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.15		1,618.85
06/30/2023	Bill	19025190	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	181.50		1,800.35
06/30/2023	Bill	19025191	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	128.50		1,928.85
06/30/2023	Bill	19025192	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	181.50		2,110.35
06/30/2023	Bill	19025193	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	128.50		2,238.85
06/30/2023	Bill	19025194	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	181.50		2,420.35
06/30/2023	Bill	19025195	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	128.50		2,548.85
06/30/2023	Bill	19025196	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	181.50		2,730.35
06/30/2023	Bill	19025197	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	181.50		2,911.85
06/30/2023	Bill	19025198	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	128.50		3,040.35
06/30/2023	Bill	19025199	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	181.50		3,221.85
06/30/2023	Bill	19025200	No	First Legal Network	Case#23STCV09028 / The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	181.50		3,403.35
08/07/2023	Bill	7985925	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		3,419.98
08/16/2023	Bill	8039136	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		3,436.61
08/16/2023	Bill	8039061	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		3,453.24
08/16/2023	Bill	8039118	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		3,469.87
08/24/2023	Bill	8087760	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		3,486.50
08/24/2023	Bill	8087797	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		3,503.13
08/24/2023	Bill	8087686	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		3,519.76
08/24/2023	Bill	8087640	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	12.31		3,532.07
08/28/2023	Bill	8103351	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		3,548.70
08/31/2023	Bill	19026177	No	First Legal Network	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	250.25		3,798.95
08/31/2023	Bill	19026178	No	First Legal Network	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	165.73		3,964.68
08/31/2023	Bill	19026179	No	First Legal Network	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	165.73		4,130.41
08/31/2023	Bill	19026180	No	First Legal Network	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	165.73		4,296.14
11/29/2023	Bill	8641734	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		4,312.77
03/18/2024	Bill	9283395	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	17.66		4,330.43
03/18/2024	Bill	9283486	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	17.66		4,348.09
03/21/2024	Bill	9306947	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	17.66		4,365.75
03/21/2024	Bill	9310230	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	17.66		4,383.41
03/25/2024	Expense	PA-2024-266281394	No	LA Superior Court	The Haar Company - 20230421 / for download of proofs of service filed	ADVANCED COSTS:Court Costs	Kiley - VS 6077	22.00		4,405.41
03/25/2024	Expense		No	LA Superior Court	The Haar Company - 20230421 // Order dismissing class claims	ADVANCED COSTS:Court Costs	Kiley - VS 6077	3.00		4,408.41
03/26/2024	Bill	9329584	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	17.66		4,426.07
04/10/2024	Expense		No	LA Superior Court	The Haar Company - 20230421 /// for Orders dismissing class claims and defendants	ADVANCED COSTS:Court Costs	Kiley - VS 6077	8.80		4,434.87
06/05/2024	Bill	330386	No	Case Anywhere LLC	System Access Fee /// The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	107.31		4,542.18
09/05/2024	Bill	341633	No	Case Anywhere LLC	The Haar Company - 20230421 // System Access Fee	ADVANCED COSTS:Filing Fees	Accounts Payable	147.00		4,689.18
11/20/2024	Bill	10802540	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	19.26		4,708.44
11/20/2024	Bill	10798274	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	13.34		4,721.78
11/21/2024	Expense	PA-2024-292463593	No	LA Superior Court	The Haar Company - 20230421	ADVANCED COSTS:Court Costs	Kiley - VS 6077	5.80		4,727.58
11/22/2024	Bill	10822189	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	19.26		4,746.84
12/04/2024	Expense		No	Bongiovi Mediation	The Haar Company - 20230421	ADVANCED COSTS:Mediation Costs	AMEX:CC - 4002(MB)	5,334.00		10,080.84
12/06/2024	Bill	353021	No	Case Anywhere LLC	The Haar Company - 20230421 /// System Access Fee + Document Service Fee	ADVANCED COSTS:Filing Fees	Accounts Payable	171.00		10,251.84
01/03/2025	Bill	11048474	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	19.26		10,271.10
03/05/2025	Bill	373395	No	Case Anywhere LLC	Jesus Mosqueda v. The Haar Company - 20230421 /// System Access Fee + Document Service Fee	ADVANCED COSTS:Filing Fees	Accounts Payable	153.00		10,424.10
03/07/2025	Bill	11476501	No	Commercial Process	The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	19.26		10,443.36
04/04/2025	Bill	386198	No	Case Anywhere LLC	Jesus Mosqueda v. The Haar Company - 20230421 /// System Access Fee	ADVANCED COSTS:Filing Fees	Accounts Payable	49.00		10,492.36
05/02/2025	Bill	398121	No	Case Anywhere LLC	Jesus Mosqueda v. The Haar Company - 20230421 /// System Access Fee	ADVANCED COSTS:Filing Fees	Accounts Payable	49.00		10,541.36
06/03/2025	Bill	410177	No	Case Anywhere LLC	Mosqueda et al. v. The Haar Compan	ADVANCED COSTS:Filing Fees	Accounts Payable	49.00		10,590.36
07/01/2025	Bill	422516	No	Case Anywhere LLC	Jesus Mosqueda v. The Haar Company - 20230421	ADVANCED COSTS:Filing Fees	Accounts Payable	49.00		10,639.36
08/04/2025	Bill	435110	No	Case Anywhere LLC	Mosqueda et al. v. The Haar Compan	ADVANCED COSTS:Filing Fees	Accounts Payable	49.00		10,688.36
Total for Jesus Mosqueda v. The Haar Company - 20230421								\$ 10,688.36		
TOTAL								\$ 10,688.36	\$ 10,688.36	

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Attorneys for Plaintiff Jesus Mosqueda

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES – TORRANCE COURTHOUSE**

IVAN S. MARTINEZ II and JESUS
 MOSQUEDA, individually, and on behalf of the
 State of California and other aggrieved persons,

Plaintiff,

v.

THE HAAR COMPANY, a New Jersey
 corporation; GO WEST BAKERY LLC, a
 California limited liability company;
 WESTWOOD DONUTS LLC, a California
 limited liability company; and DOES 1 through
 10, inclusive,

Defendants.

Case No.: 23STCV21651

*Assigned for all purposes to:
 Hon. Patricia A. Young,
 Dept B*

**DECLARATION OF PLAINTIFF IVAN S.
 MARTINEZ II IN SUPPORT OF
 MOTION FOR APPROVAL OF PAGA
 SETTLEMENT**

Date: December 11, 2025
 Time: 8:30 a.m.
 Dept.: B
 Reservation ID: 415440212565

I, Ivan S. Martinez II, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I submit this declaration in support of my Motion for Approval of PAGA Settlement.

2. I worked as a non-exempt employee for the Defendants The Haar Company (individually, "Defendant Haar"), Go West Bakery LLC (individually, "Defendant Go West") and Westwood Donuts LLC (individually, "Defendant Westwood") (collectively, "Defendants"), specifically Defendant Haar, in Inglewood, California, from approximately October 2022, through November 2022. I was paid on an hourly basis. At all times, I worked as a driver for Defendant Haar.

Risks, Both Financial and Otherwise, Faced in Bringing the Suit

3. When I decided to become involved in this lawsuit as a private attorney general for the State of California, I understood that I was not only seeking civil penalties on behalf of myself and the State of California, but also for other aggrieved employees who worked for Defendants.

4. I was also made aware that being a private attorney general in an action filed on behalf of others would subject me to a stigma that is sometimes associated with those who bring these kinds of lawsuits. I was aware that, as a private attorney general, I might be responsible for some or all of Defendants' legal costs if the case was not successfully concluded. Even with knowledge of these risks, I was willing to go forward and to act on behalf of the other employees and the State of California, but I was nervous about losing and having a judgment filed against me for costs or losing job opportunities in the future.

5. I understood that there were risks involved in representative action lawsuits. I understood that the lawsuit could continue for several years and require my services and attention throughout the entire length of the lawsuit. I learned that even if we won at trial, the case could be further delayed by appeals.

Notoriety and Personal Difficulties Encountered

6. As the named plaintiff, I am the face of the litigation. Additionally, a settlement letter will be mailed to over 135 current and former employees of Defendants. The settlement letter informs all of these employees that I filed a representative action against Defendants. Exposing myself to this

kind of publicity creates a risk for my future career prospects, since current and former employees of Defendants may move to different companies within the industry or may know people at other companies within the industry who may not want to hire someone who sued an employer.

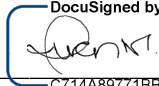
Amount of Time and Effort Spent and Duration of the Litigation

7. I have spent a substantial amount of time and effort on this litigation. My work on this case has included, among other things, gathering and providing my payroll records and other documents, discussing potential witnesses, reviewing discovery information and data, and participating in settlement discussions. After mediation, I remained actively involved by reviewing the settlement papers and regularly contacted my counsel for updates. I estimate that since I retained my counsel on November 2022, I have spent approximately 40 hours on the activities described above.

Personal Benefit Received as a Result of the Litigation

8. Absent the requested service payment, the personal benefit I will receive is the same as all other employees. But unlike the other employees, I have signed a general release. The other employees are only releasing their claim for civil penalties under PAGA as asserted in the lawsuit. I respectfully request that the Court grant a service payment of \$5,000.00.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 11/4/2025, at Mesa, Arizona.

DocuSigned by:

 C714A89771BB4B8...
 Ivan S. Martinez II

BRADLEY/GROMBACHER, LLP

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Attorneys for Plaintiff JESUS MOSQUEDA
on behalf of himself and others similarly situated
[Additional Counsel on next page]

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

IVAN S. MARTINEZ II and JESUS
MOSQUEDA, individually, and on behalf of
the State of California himself and other aggrieved
persons,

Plaintiff,

v.

THE HAAR COMPANY, a New jersey
corporation, et al.

Defendants.

CASE NO. 23STCV21651
Hon. Patricia A. Young, Dept. B

CLASS ACTION

**DECLARATION OF PLAINTIFF JESUS
MOSQUEDA IN SUPPORT OF MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (PAGA)
SETTLEMENT**

Date: December 11, 2025
Time: 8:30 a.m.
Dept.: B
Reservation ID: 415440212565

1 Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
2 Molly DeSario (SBN 230763)
Molly.DeSario@CapstoneLawyers.com
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8 Attorneys for Plaintiff JESUS MOSQUEDA
on behalf of himself and others similarly situated
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DECLARATION OF JESUS MOSQUEDA

I, Jesus Mosqueda, declare as follows:

1. I am a resident of Inglewood, California. I am a former employee of The Haar Company (hereinafter “The Haar Co.”) and am one of the named plaintiffs in this case.

2. I am over the age of eighteen. I have personal knowledge of the following facts, and if called to testify, I could and would testify competently to them.

3. I am aware that filing a representative action lawsuit against my former employer would require me to work with my attorneys. I worked closely with my attorneys in filing the lawsuit, assisting with the discovery process, mediation, and settlement discussions. I am familiar with all aspects of the litigation, and I participated in all stages of it.

4. I am not aware of any conflicts that would prevent me from serving as a PAGA representative in this matter. I do not have any business or personal relationships with any of my attorneys other than me retaining them to represent me in this lawsuit.

Employment History

5. I worked for The Haar Co. from July 2021 to approximately January 6, 2023 at their Inglewood, California location.

6. During that time, I worked as a non-exempt, hourly employee, with my positions as housekeeper and housekeeping supervisor, earning \$18.50 per hour.

Typicality of Claims

7. During my time working for The Haar Co., I was not paid for all the hours that I worked, including, but not limited to, overtime and minimum wages.

8. I was also not provided with all my entitled meal or rest periods nor compensated at my regular rate of pay for any non-compliant meal or rest periods.

9. Furthermore, I was not provided with suitable seating or adequate ventilation as The Haar Co. failed to adopt standards that minimize excessive indoor heat.

10. During the entire period of my employment with The Haar Co., my paycheck stubs were not accurate because they did not reflect gross wages earned, net wages earned, all applicable hourly rates, or applicable deductions as a result of The Haar Co. not compensating me for all hours

1 that I worked. The lack of this information on my paycheck stubs subjected me to the difficulty of
2 having to reconstruct the hours I actually worked, and compensation earned during a pay period.

3 11. Additionally, I was not reimbursed for business expenses.

4 12. I also believe I was not timely paid all wages during my employment.

5 **My Involvement in the Litigation & Adequacy as PAGA Representative**

6 13. I participated in all aspects of this litigation. Initially, I participated in a pre-
7 litigation investigation, then I assisted with the drafting of the complaint, provided documentation,
8 and was involved in settlement discussions and mediation. I have had numerous discussions with
9 my attorneys over the course of this matter.

10 14. I also spent a considerable amount of time learning about California labor laws,
11 deciding whether pursuing a lawsuit was a step I should take. I had to research attorneys and
12 research whether I had claims that were actionable under California law. Through my research, I
13 located experienced wage and hour attorneys and met with them to determine if I would retain them
14 to handle my case. We spent several hours discussing my case, reviewing my records, and
15 discussing the remedies I could pursue. When I decided to file a lawsuit, I decided not to just file a
16 lawsuit on behalf of myself, but also those of my former co-workers against The Haar Co. for their
17 violations of labor laws. My attorneys and I discussed what it meant to be a PAGA representative,
18 and I understood I would have to devote a significant amount of my time to this lawsuit.

19 15. I spent several hours “educating” my attorneys about The Haar Co.’s policies and
20 practices. I searched for, and produced, documents that I had from my employment and what my
21 concerns with them were.

22 16. I also made sure that I was available to speak to my lawyers and was fully prepared
23 for mediation as part of my duty as a PAGA representative.

24 17. I have spent considerable time and attention working on this case.

25 18. I believe I have fairly represented the aggrieved employees and request that the
26 Court approve this settlement and confirm me as a PAGA representative. I have always maintained
27 the best interest of the aggrieved employees while performing my representative duties. I am not
28 aware of any conflicts of interest that would prevent me from being confirmed as a PAGA

1 representative in this lawsuit.

2 19. I am not related in any way to my lawyers or any other employee of the law firm
3 that is representing me. I do not have business dealings or other involvement with my attorneys
4 beyond this lawsuit and this representation. I was not promised any money or any type of bribe or
5 gift to serve as a PAGA representative in this action.

6 **My Understanding Regarding the Terms of the Settlement**

7 20. I understand that as part of this PAGA action settlement, I am required to provide
8 The Haar Co. with a full and complete release of all claims, known and unknown, and that this is
9 something that other aggrieved employees do not have to provide. I understand that this means that
10 I will be giving up any claims I may have against The Haar Co.. I have agreed to this term because
11 I think it is in the best interests of the aggrieved employees and this settlement.

12 21. As I discussed above, I participated significantly in this lawsuit, on behalf of myself
13 and for the aggrieved employees. As a PAGA representative, I have been actively involved in all
14 stages of the litigation and have been continually updated, and I participated in all aspects of my
15 lawsuit. I would frequently call my attorneys to see how I could assist in moving the lawsuit
16 forward. I estimate that I have spent significant time in the litigation of this case, including
17 searching for documents related to my employment, providing necessary documents in preparation
18 of mediation, and fielding numerous phone calls, emails, and letters from my attorneys.

19 22. In addition to my hours spent participating in the prosecution of this case, I was
20 nervous filing this lawsuit because I knew I was taking a very big risk by coming forward and filing
21 a PAGA action. I was aware that my name could be in the public domain. I also knew that if I lost
22 this case, I could have been held liable for The Haar Co.'s litigation costs, which would have
23 destroyed me financially. Moreover, there was an increased the risk of retaliation by prospective
24 employers. This lawsuit has cost The Haar Co. considerable resources, and such conduct might be
25 of interest to future prospective employers.

26 23. In light of the time that I have put into this case since the original meetings and
27 conversations in approximately March 2023 through the present, including my continued
28 commitment to the case and the risks that came with being a named plaintiff, I respectfully request

that the Court grant a service payment of up to \$5,000, in an amount that the Court deems to be fair and appropriate. I believe a significant award is warranted here because of the result achieved, the many hours of my personal time that I have invested in the case, my commitment to seeing it through to a strong settlement for my co-workers, and my release of all other claims that I may have against The Haar Co.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my personal knowledge. This declaration is executed on 8/28/2025, at Inglewood, California.

Signed by:

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JESUS MOSQUEDA

PROOF OF SERVICE

Ivan S. Martinez II, et al. v. The Haar Company, et al.
23STCV21651

[illegible]

I, Christina Hicklin, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is christina.hicklin@wilshirelawfirm.com.

On November 19, 2025, I served the foregoing **Declaration of Plaintiff Jesus Mosqueda in support of Motion for Approval of PAGA Settlement**, on the interested parties as follows:

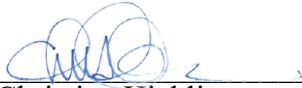
Marcus Bradley, Esq. bradley@bradleygrombacher.com Kiley Grombacher, Esq. kgrombacher@bradleygrombacher.com Suzette Boucher sboucher@bradleygrombacher.com BRADLEY/GROMBACHER, LLP 31365 Oak Crest Drive, Suite 240 Westlake Village, CA 91361 Tel: (805) 270-7100 Fax: (805) 618-2939 Robert Drexler Robert.Drexler@CapstoneLawyers.com Molly DeSario Molly.DeSario@CapstoneLawyers.com Jonathan Lee Jonathan.Lee@CapstoneLawyers.com CAPSTONE LAW APC 1875 Century Park East, Suite 1000 Los Angeles, CA 90067 Tel: (310) 556-4811 Fax: (310) 943-0396 Attorneys for Plaintiff JESUS MOSQUEDA	Vickie Grasu, Esq. vgrasu@ohaganmeyer.com Kyle Aronson, Esq. (Direct (213) 306-1629) karonson@ohaganmeyer.com Lacey Early LEarly@ohaganmeyer.com Sarah Williams swilliams@ohaganmeyer.com O'HAGAN MEYER 21650 Oxnard Street, Suite 530 Woodland Hills, CA 91367 Tel: (213) 306-1610 Attorneys for Defendants THE HAAR COMPANY and GO WEST BAKERY LLC
	Beth A. Kahn, Esq. B.Kahn@musickpeeler.com Susan E. Holley, Esq. s.holley@musickpeeler.com MUSICK, PEELER & GARRET LLP 333 South Hope Street, Suite 2900 Los Angeles, CA 90071 Tel: (213) 629-7600 Attorneys for Defendants THE HAAR COMPANY, GO WEST BAKERY LLC and WESTWOOD DONUTS LLC

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

1 (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the
2 State of California Labor & Workforce Development Agency Online Filing Site.

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

5 Executed on November 19, 2025, at Los Angeles, California.

6 
7 Christina Hicklin