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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

ADRIAN CUEVAS-GRANADOS and
JUAN FERNANDO MERENDON-
CEREGA, as individuals and on behalf of
all other aggrieved employees,

Plaintiffs,

vs.

SABOR FARMS, LLC, a California limited
liability company; and DOES 1 through 100,

Defendants.

Case No. 24CV000743

[Unlimited Jurisdiction]

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENTS**

Date: December 19, 2025

Time: 8:30 a.m.

Dept.: 14

Complaint filed: April 29, 2024

Trial Date: None Set

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I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and co-counsel for the named Plaintiffs Adrian Cuevas-Granados and Juan Fernando Merendon-Cerega (“Plaintiff”) and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

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

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

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

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

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations,
2 wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case
3 No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn
4 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
5 employees involving claims for unpaid minimum and overtime wages, meal and rest period
6 violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior
7 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
8 settlement on behalf of non-exempt direct support professionals involving claims for meal and
9 rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319,
10 California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final
11 approval of settlement on behalf of non-exempt commissioned salespersons involving claims for
12 unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary
13 expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior
14 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
15 settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages,
16 meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case
17 No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William
18 D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees
19 involving claims for unpaid overtime wages, meal and rest period violations, and other claims);
20 *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-
21 2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders
22 presiding (granting final approval of settlement on behalf of non-exempt garment employees
23 involving claims for unpaid minimum wages, meal and rest period violations, and other claims);
24 *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,
25 California Superior Court, Orange County, Judge William D. Claster presiding (granting final
26 approval of settlement on behalf of non-exempt manufacturing employees involving claims for
27 unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties);
28 *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los

1 Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf
2 of non-exempt commissioned salespersons and other employees involving claims for unpaid
3 wages, meal and rest period violations, unreimbursed business expenses, and other claims);
4 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
5 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
6 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
7 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
8 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
9 presiding (granting final approval of settlement on behalf of sales development representatives
10 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
11 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
12 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
13 of non-exempt employees involving claims for meal and rest period violations, and other claims);
14 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
15 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
16 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
17 wages, meal and rest period violations, other claims); *Julio Alfaro v. Orange Automotive d/b/a*
18 *Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange
19 County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-
20 exempt commissioned employees involving claims for unpaid wages, meal and rest period
21 violations, unreimbursed business expenses, and penalty claims); *Sepulveda, et al. v. Caliber*
22 *Collision Transport Service LLC, et al.*, Case No. BC669786, California Superior Court, Los
23 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
24 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
25 violations, and penalty claims); *Mariela Cruz v. Traina Dried Fruit, Inc.*, Case No. 9000819,
26 California Superior Court, Stanislaus County, Judge Marie Sovey Silveira presiding (granting
27 final approval of settlement on behalf of non-exempt employees involving claims for unpaid
28 wages, meal and rest period violations, and penalty claims); *Joshua Anthony v. Semper Solaris*

1 *Construction Inc.*, Case No. 37-2018-00035320-CU-OE-CTL, California Superior Court, San
2 Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement on
3 behalf of non-exempt employees involving claims for overtime wages, wage statement penalties,
4 waiting time penalties, and PAGA civil penalties); *Fabio Gallo v. Coast Composites, LLC*, Case
5 No. 30-2018-01016120-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda
6 Sanders presiding (granting final approval of settlement on behalf of non-exempt employees
7 involving claims for wage statement violations and PAGA civil penalties); *Maria Jessenia*
8 *Gomez, et al. v. CareMeridian, LLC*, Case No. BC655730, California Superior Court, Los
9 Angeles County, Judge William F. Highberger presiding (granting final approval of settlement
10 on behalf of non-exempt nursing employees involving claims for meal and rest period violations,
11 minimum and overtime violations, and penalty claims); *Alfredo Villarreal v. Spenuzza, Inc.*, Case
12 No. RIC1902836, California Superior Court, Riverside County, Judge Sunshine S. Sykes
13 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
14 employees involving claims for unpaid wages, meal and rest period violations, and various
15 penalty claims); *Rosalie A. Wayman v. San Fernando Valley Automotive, LLC, et al.*, Case No.
16 19STCV35904, California Superior Court, Los Angeles County, Judge Maren E. Nelson
17 presiding (granting final approval of settlement on behalf of commission-based employees
18 involving claims for unpaid minimum wages, meal and rest period violations, and penalty claims);
19 *Danielle Bradley Queen, et al. v. Unlimited Quest, Inc.*, Case No. CIVDS1716151, California
20 Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of
21 settlement on behalf of non-exempt Direct Support Professionals and Program Supervisors
22 involving claims for rest period violations, unpaid wages, failure to reimburse for necessary
23 business expenditures, wage statement violations, and other penalty claims); *Fabian Santana, et*
24 *al. v. A.M. Cabinets, Inc.*, Case No. 19STCV00803, California Superior Court, Los Angeles
25 County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of
26 non-exempt employees involving claims for unpaid wages, meal and rest period violations, wage
27 statement violations, failure to reimburse for necessary business expenditures, and other penalty
28 claims); *Jonathan Reyes-Delcid v. SNS Transportation Services Inc.*, Case No. BC683026, Judge

1 Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt
2 employees involving claims for piece-rate violations, unpaid wages, meal and rest period
3 violations, failure to reimburse for necessary business expenditures, and other penalty claims);
4 *Damien Dana Council v. Professional Courier & Newspaper Distribution, et al.*, Case No.
5 BC715054, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding
6 (granting final approval of settlement on behalf of non-exempt employees involving claims for
7 unpaid wages, meal and rest period violations, and various penalty claims); and *Jose Jimenez v.*
8 *Fenceworks, Inc.*, Case No. 30-2018-01034150-CU-OE-CXC, California Superior Court, Orange
9 County, Judge William D. Claster presiding (granting final approval of settlement on behalf of
10 non-exempt employees involving claims for piece-rate violations, unpaid wages, meal period
11 violations, and various penalty claims).

12 5. I have also moved to certify and have received an order certifying a class action in
13 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
14 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
15 classes of employees for rest period violations, wage statement violations, meal period violations,
16 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
17 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
18 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
19 wage statement class, and waiting time penalty class).

20 6. In each year from 2018-2023, Thomson Reuters and Los Angeles Magazine
21 recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition
22 of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of
23 attorneys under the age of forty in Southern California each year.

24 7. As co-counsel for Plaintiffs and Aggrieved Employees in this case, I have been
25 intimately involved in every aspect of this case from its inception, and I believe the proposed
26 Settlement is a favorable result for the Aggrieved Employees and the State of California.

27 8. Founded in 2006, Defendant Sabor Farms, LLC (“Sabor Farms”) produces and
28 distributes various produce, including baby spinach, baby leaf lettuces, cilantro, kale, and other

1 vegetables throughout the State of California. Plaintiffs, like all Aggrieved Employees, were
2 employed by Sabor Farms in California as non-exempt employees during the PAGA Period and
3 were subject to Sabor Farms' wage and hour policies and practices.

4 9. On February 23, 2024, Plaintiff Cuevas-Granados filed the instant action, alleging
5 violations of the California Labor Code for: (1) minimum wage violations, (2) failure to pay all
6 overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement
7 penalties; (6) waiting time penalties; and (7) unfair competition. That same day, Plaintiff Cuevas-
8 Granados submitted his notification letter to the LWDA and Sabor Farms regarding Sabor Farms'
9 alleged Labor Code violations and his intent to pursue a PAGA representative action, as required
10 by Labor Code § 2699.3. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff
11 Cuevas-Granados' February 23, 2024 pre-filing letter to the LWDA. On April 29, 2024, Plaintiff
12 Cuevas-Granados filed a First Amended Class and Representative Action Complaint ("FAC"),
13 adding a cause of action for civil penalties under the PAGA.

14 10. On January 15, 2025, the parties in this Action and the action entitled *Juan*
15 *Fernando Merendon-Cerga v. Sabor Farms, LLC* participated in mediation before mediator
16 Kevin T. Barnes, Esq., a well-respected wage and hour mediator. In connection with mediation,
17 Sabor Farms informally produced information and documents pertaining to Plaintiffs and other
18 Aggrieved Employees, including, but not limited to, payroll and timekeeping records for Plaintiffs
19 and a sample of Aggrieved Employees during the PAGA Period, along with several data points,
20 including the number of Aggrieved Employees and the number of aggregate pay periods worked
21 by Aggrieved Employees during the PAGA Period, in order for Plaintiffs' counsel to investigate
22 Plaintiffs' allegations and value the claims prior to mediation. Plaintiffs conducted a
23 comprehensive analysis and extrapolation of the data produced by Sabor Farms to calculate Sabor
24 Farms' potential PAGA exposure.

25 11. During mediation, the parties vigorously debated Plaintiffs' ability to proceed on
26 a representative basis, the legal basis for Plaintiffs' claims and Sabor Farms' defenses, the
27 potential amount of penalties, and the Parties' data analyses and conclusions based thereon. With
28 the assistance of Mr. Barnes, the Parties agreed to fully and finally resolve Plaintiffs' PAGA claim

1 at the conclusion of mediation. Over the following months, the parties negotiated and finalized
2 the Settlement now before the Court. On May 23, 2025, as a condition of the Settlement, Plaintiff
3 Cuevas-Granados filed the operative Second Amended Representative Action Complaint
4 (“SAC”), adding Plaintiff Merendon-Cerega as a named plaintiff along with certain allegations
5 from Plaintiff Merendon-Cerega’s complaint. The Court also granted the Parties’ stipulation to
6 dismiss Plaintiff Cuevas-Granados’ class claims without prejudice. On June 3, 2025, Plaintiff
7 Merendon-Cerega’s dismissed his case without prejudice.

8 12. A true and correct copy of the fully-executed PAGA Settlement Agreement is
9 attached hereto as **Exhibit 1**. The proposed Notice of PAGA Settlement is attached as **Exhibit A**
10 to the Settlement Agreement. The Settlement provides for a non-reversionary Maximum
11 Settlement Amount of \$665,000.00. After deducting amounts for requested attorneys’ fees
12 (\$221,666.67), litigation costs (\$11,430.75), Plaintiffs’ Enhancement Payments (\$5,000.00 each,
13 \$10,000.00 total), and settlement administration costs (\$6,550.00), the Settlement provides for
14 distribution of a Net Settlement Amount of approximately \$415,352.58 to be paid to Aggrieved
15 Employees and the LWDA. The Net Settlement Amount shall be distributed 75% (approximately
16 \$311,514.44) to the LWDA, and 25% (approximately \$103,838.14) to Aggrieved Employees
17 based on each Aggrieved Employee’s proportional number of pay periods worked during the
18 PAGA Period. There are approximately 611 Aggrieved Employees, resulting in average payments
19 of approximately \$169.95 to each Aggrieved Employee.

20 13. Although Plaintiffs steadfastly maintain their claims are meritorious, Plaintiffs
21 acknowledge that there are substantial risks and uncertainty in proceeding to trial. For example,
22 with respect to Plaintiffs’ claim that Sabor Farms only compensated employees for their
23 scheduled shift times, shaving down their total hours worked, resulting in an underpayment of
24 wages, Sabor Farms counters that its timekeeping policies/practice complied with California law
25 and that it has always properly compensated Aggrieved Employees for all hours worked
26 throughout the PAGA Period. Sabor Farms further argues no pre-shift or post-shift work was
27 actually being performed, and therefore, employees were paid for all hours actually worked.
28 Finally, Sabor Farms also asserts that Plaintiffs’ unpaid wage claims are not suited for

1 representative treatment, as its timekeeping policies/practices are facially neutral and
2 individualized inquiries would be necessary as to whether employees were in fact underpaid or
3 overpaid for each workday in question (including whether they were actually working when they
4 were clocked in).

5 14. With respect to Plaintiffs' meal period claims, Sabor Farms counters that it
6 maintained compliant written meal period policies throughout the PAGA Period and provided
7 compliant meal periods in line with those policies. Sabor Farms further contends that it always
8 provided employees with the opportunity to take meal periods and is not required to ensure that
9 the meal periods are taken. Thus, Sabor Farms argues, any non-compliant meal periods were the
10 result of lawful employee choice, rather than any policy and/or practice of Sabor Farms. As for
11 second meal periods, Sabor Farms asserts many employees chose to waive their second meal
12 periods on shifts over 10.0 hours but less than 12.0 hours, as they may do under Labor Code §
13 512(a), so that they do not need to stay at work for an extra unpaid 30 minutes. Finally, Sabor
14 Farms maintains Plaintiffs' meal period claim is not suited for representative treatment, since
15 individual inquiries would be needed to assess which employees, if any, took non-compliant or
16 missed meal periods, how many meal periods were non-compliant or missed, the reasons why a
17 particular employee did not take a meal period on a particular shift, and (for second meals)
18 whether they waived the meal period.

19 15. With respect to Plaintiffs' rest period claims, Sabor Farms contends that it
20 maintained and enforced compliant written rest period policies/practices, that it has always
21 authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or
22 major fraction thereof, as required under the Wage Order, and that any failure to take rest periods
23 was a result of employee choice rather than any Sabor Farms policy and/or practice. Sabor Farms
24 further argues that Plaintiffs' rest period claim is not amenable to representative treatment, since
25 individual inquiries would be required to determine which employees failed to take rest periods,
26 how many rest periods they failed to take, and the reasons why each employee failed to take rest
27 period(s) on a particular shift. These manageability concerns are especially present with respect
28 to rest period claims, Sabor Farms argues, given that rest periods are not, and need not, be

1 recorded.

2 16. With respect to Plaintiffs' claim that Sabor Farms failed to reimburse Plaintiffs
3 and other aggrieved employees for necessary business expenditures, Sabor Farms argues that
4 employees were not required to use their own safety and personal protective equipment. Sabor
5 Farms further contends that this claim would require individual inquiries into whether Aggrieved
6 Employees actually used their own safety and personal protective equipment for work purposes,
7 how much expense they incurred, whether they submitted a request for reimbursement, and the
8 reasonableness of that expense, thus precluding representative treatment.

9 17. As a result of Sabor Farms' alleged failure to pay all wages and all meal and rest
10 period premiums, Plaintiffs allege derivative PAGA claims for failure to issue accurate and
11 itemized wage statements. In response, Sabor Farms argues that Plaintiffs' underlying claims will
12 fail and, as a result, the derivative wage statement claims will also fail. Sabor Farms also
13 maintains that any "derivative" PAGA claims for violations of Labor Code Sections 226 would
14 be entirely duplicative and would be unlikely to be awarded in any significant manner by a Court.

15 18. Sabor Farms further maintains that even if the Court awarded PAGA penalties for
16 any of the alleged violations, it would substantially reduce the penalties based on the discretionary
17 factors in Labor Code § 2699(e)(2). Indeed, Sabor Farms argues, many courts have reduced
18 PAGA penalties drastically where, as here, the employer presented good-faith defenses and
19 attempted to comply with the law.

20 19. The proposed Settlement provides a fair and reasonable monetary recovery for the
21 State of California and Aggrieved Employees in the face of hotly disputed claims. Based on data
22 provided by Sabor Farms, there were approximately 28,348 Pay Periods worked by the Aggrieved
23 Employees during the PAGA Period. Therefore, assuming that Plaintiffs could prove at least one
24 Labor Code violation in each pay period, Plaintiffs calculated Sabor Farms' maximum PAGA
25 exposure at \$2,834,800 (28,348 pay periods * \$100 per violation). In light of Sabor Farms'
26 arguments and defenses described above, Plaintiffs discounted that figure by 45% for a risk of
27 losing on the merits and/or not recovering a PAGA penalty in each and every pay period, and by
28 an additional 55% for risk of the Court reducing penalties, to arrive at a realistic exposure of

1 approximately \$701,613. In the face of Sabor Farms’ defenses on the merits and the Court’s
2 discretion to reduce PAGA penalties, Plaintiffs felt that the negotiated settlement of \$665,000.00,
3 which represents approximately 95% of Plaintiffs’ reasonably forecasted total recovery, was
4 clearly in the best interests of the LWDA and the Aggrieved Employees and was well within the
5 range of reasonableness.

6 20. The request for administration costs of \$6,550.00 is also fair and reasonable.
7 ILYM Group, Inc. (“ILYM”) was selected because it is an experienced settlement administrator
8 and returned a reasonable bid. Moreover, ILYM will perform several important functions that are
9 integral to the implementation of the Settlement. As detailed in the declaration of Anthony
10 Rogers, submitted concurrently with this Motion, ILYM will perform duties in connection with
11 this Settlement that are integral in effectuating the Settlement and the Notice process. Among
12 other things, ILYM will calculate each Individual Settlement Payment, update addresses
13 contained in Sabor Farms data, format and translate the Notice, and otherwise prepare it for
14 mailing, mail the Notice to the Aggrieved Employees, keep the Parties informed of the status of
15 the mailing, and otherwise administer the Settlement. Its requested fee is therefore reasonable.

16 21. Plaintiffs’ counsel is requesting attorneys’ fees of one-third of the Maximum
17 Settlement Amount (i.e., \$221,666.67). Based on my experience in similar wage and hour class
18 and representative PAGA actions in California state courts, fee awards in matters such as this one
19 generally equal about one-third of the gross recovery. In addition, and as explained below and in
20 the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky,
21 expensive, and time-consuming litigation on a purely contingent basis. This case involved
22 nuanced legal issues, including the legality of Sabor Farms’ timekeeping practices and obligations
23 to “provide” meal periods, as well as the availability and amount of PAGA civil penalties for the
24 alleged Labor Code violations. Sabor Farms was also represented by experienced wage-and-hour
25 litigation counsel. Thus, the requested fee award is fair, reasonable and adequate and should be
26 approved.

27 22. Since undertaking representation of Plaintiffs, my firm has dedicated substantial
28 resources to this litigation without receiving any compensation to date. Plaintiffs’ counsel is

requesting reimbursement of \$11,430.75 in total costs, which include \$5,399.05 in litigation costs reported by The Wheeler Law Firm, APC in the concurrently filed Declaration of Scott Ernest Wheeler. My firm has incurred \$6,031.70 in litigation costs, which includes an anticipated cost of \$76.70 for the filing and service of the instant Motion. A detailed line-item report of the costs incurred by my office in connection with this case is attached hereto as **Exhibit 3**. These costs include filing fees, copying costs, mediation fees, and other expenses that were all reasonably incurred in the prosecution of this litigation on behalf of Plaintiffs and the Aggrieved Employees.

23. In this case, Plaintiffs' counsel has a collective lodestar of approximately \$283,682.50, resulting in a *negative* multiplier compared to the \$221,666.67 fee request. As described in the concurrently filed Declaration of Scott Ernest Wheeler, Mr. Wheeler has a lodestar of approximately \$157,795. My office has a lodestar of approximately \$125,887.50. Below is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm on this case. A true and correct copy of a report of all attorney time billed to this matter since undertaking this case is attached hereto as **Exhibit 4**. The report is partially redacted to protect attorney-client communications.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	5.9	\$5,457.50
Sean M. Blakely (16th Year Attorney)	\$825	92.3	\$76,147.50
Joel M. Gordon (10th Year Attorney)	\$725	42.7	\$30,957.50
Aden M. Khachadorian (3rd Year Attorney)	\$500	17.2	\$8,600.00
Firm Paralegals	\$175	27.0	\$4,725.00
Total Lodestar			\$125,887.50

24. Plaintiffs' counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiffs' counsel has been approved at in other courts. My firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of \$925, my proposed hourly rate of \$825, and Mr. Gordon's proposed hourly rate of \$725, and Mr. Khachadorian's proposed hourly rate of \$500 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of

1 similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey*
2 Matrix, a true and correct copy of which is attached hereto as **Exhibit 5**.

3 25. I believe the requested \$5,000.00 enhancement payments to each Plaintiff
4 (\$10,000.00 total) is reasonable given Plaintiffs' efforts in this case and the risks they undertook
5 on behalf of Aggrieved Employees. Plaintiffs provided substantial factual information and
6 documents to counsel, assisted in identifying potential witnesses and participated in numerous
7 discussions with Plaintiffs' counsel regarding the case. Accordingly, I believe Plaintiffs'
8 requested enhancement payments are reasonable and should be approved.

9 26. My firm, Haines Law Group, APC, has entered into a fee-sharing agreement in
10 this case with my co-counsel in this matter, The Wheeler Law Firm, APC. Under the terms of the
11 agreement, any attorneys' fees awarded by the Court will be allocated as follows: 50% to The
12 Wheeler Law Firm, APC; and 50% to Haines Law Group, APC. This fee sharing agreement was
13 expressly agreed to in writing by Plaintiffs pursuant to California Rule of Professional Conduct
14 1.5.1 (formerly California Rule of Professional Conduct 2-200(A)).

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct. Executed on November 25, 2025, at El Segundo, California.

17
18 
19 Sean M. Blakely

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiffs Juan Fernando Merendon and Adrian Cuevas-Granados (“Plaintiffs”), acting in a private attorney general capacity, and Defendant Sabor Farms, LLC (“Defendant” or “Sabor Farms”) (collectively, the “Parties”).

I. DEFINITIONS

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

1. “Action” means the matters titled: *Juan Fernando Merendon-Cerega v. Sabor Farms, LLC*, Monterey Superior Court Case No. 23CV003181, and as set forth in Plaintiff Merendon-Cerega’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated July 24, 2023; and *Adrian Cuevas-Granados v. Sabor Farms, LLC*, Monterey Superior Court Case No. 24CV000743, and as set forth in Plaintiff Cuevas-Granados’ correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”), dated February 23, 2024.

2. “Aggrieved Employees” consist of all current and former non-exempt employees who worked for Sabor Farms in California at any time during the PAGA Period. The number of Aggrieved Employees, including Plaintiffs, is estimated to be 611 individuals.

3. “Sabor Farms” or “Defendant” means Sabor Farms, LLC.

4. “Settlement Administrator” means ILYM Group, Inc.

5. “Complaint” means the operative complaint in the *Cuevas-Granado* Action, which is the Second Amended Complaint filed on May 23, 2025.

6. “Court” means the Superior Court of California for the County of Monterey.

7. “Effective Date” means the date the Court enters an Order granting Court approval to the settlement.

8. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

9. “LWDA” means the California Labor and Workforce Development Agency.

10. “Maximum Settlement Amount” is the non-reversionary sum of Six Hundred Sixty-Five Thousand Dollars and Zero Cents (\$665,000.00), which represents the total amount payable under this Settlement Agreement by Sabor Farms (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ attorneys’ fees and costs, payment of Plaintiffs’ enhancement payments, and payment to the Settlement Administrator for administration costs.

11. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Maximum Settlement Amount: (a) Plaintiff’s attorneys’ fees up to one third of the Maximum Settlement Amount; (b) Plaintiffs’ litigation costs up to \$20,000.00; (c) Plaintiffs’ enhancement payments up to \$5,000.00 each, for a total of \$10,000.00; and (d) administration costs up to \$6,550.00.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “PAGA Period” means the time period from July 24, 2022 through March 15, 2025.

14. “PAGA Released Claims” mean all PAGA claims that were pled in the Action, or which could have been pled in the Action, or which could have been pled under the PAGA based on the factual allegations in the Action, that arose during the PAGA Period. The release of the PAGA Released Claims shall extend for the duration of the PAGA Period.

15. “Parties” means, collectively, Plaintiffs and Sabor Farms.

16. “Plaintiffs’ Counsel” means Scott Ernest Wheeler of The Wheeler Law Firm, APC, and Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC.

II. RECITALS

1. Plaintiffs performed work for Sabor Farms as non-exempt employees in California during the PAGA Period and are therefore an Aggrieved Employee pursuant to the definition contained herein.

2. On July 24, 2023, Plaintiff Juan Fernando Merendon-Cerega provided written notice to the LWDA and Sabor Farms asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and his intent to file a civil lawsuit under the PAGA.

3. On October 2, 2023, Plaintiff Juan Fernando Merendon-Cerega filed an action for civil penalties under the PAGA entitled *Juan Fernando Merendon-Cerega v. Sabor Farms, LLC*, Monterey Superior Court Case No. 23CV003181.

4. On February 23, 2024, Plaintiff Adrian Cuevas-Granados filed a class action complaint titled *Adrian Cuevas-Granados v. Sabor Farms, LLC*, Monterey Superior Court Case No. 24CV000743, asserting multiple claims against Sabor Farms for violations of the Labor Code on a class-wide basis. That same day, Plaintiff Adrian Cuevas-Granados provided written notice to the LWDA and Sabor Farms asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and his intent to file a civil lawsuit under the PAGA. On April 29, 2024, after exhausting his administrative requirements for bringing a claim under the PAGA, Plaintiff Adrian Cuevas-Granados filed a First Amended Complaint, which added a claim for PAGA civil penalties.

5. The Parties in the *Fernando Merendon* Action and the *Cuevas-Granados* Action agreed to attend a global private mediation in an effort to resolve Plaintiffs’ PAGA claims. In

connection with mediation, Sabor Farms provided Plaintiffs' Counsel with information and documents pertaining to Plaintiffs and other Aggrieved Employees in order for Plaintiffs' Counsel to investigate Plaintiffs' allegations and value the claims prior to mediation.

6. On January 15, 2025, the Parties participated in mediation before mediator Kevin T. Barnes, Esq. With the assistance of Mr. Barnes, the Parties agreed to fully and finally resolve the PAGA Released Claims as to Plaintiffs and Aggrieved Employees.

7. As part of the Settlement, the Parties will stipulate to the filing of a Second Amended Representative Action Complaint in the *Cuevas-Granados* Action which adds Plaintiff Fernando Merendon as a named plaintiff and adds all claims and legal theories alleged in the *Fernando Merendon* Action. Plaintiff Cuevas-Granados will also request dismissal of his class claims without prejudice. The Parties shall seek approval of this Settlement through the *Cuevas-Granados* Action.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiffs that their claims do not have merit, or an admission by Sabor Farms of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees or any other person. Sabor Farms specifically disclaims and denies any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Maximum Settlement Amount.** The Parties agree to settle the Action for the non-reversionary Maximum Settlement Amount ("MSA") of \$665,000.00 (subject to the Escalator Provision below). From the MSA, Plaintiffs will seek, and Sabor Farms shall not oppose: (a) attorneys' fees of one-third of the MSA; (b) attorneys' litigation costs and expenses related to the Action of up to \$20,000.00; (c) settlement administration costs of approximately \$6,550.00; and (d) enhancement payments to Plaintiffs in the amount of \$5,000 each, for a total of \$10,000.00. After the amounts for attorneys' fees, costs, administration costs, and enhancement payments are deducted from the MSA, the remaining amount shall be known as the "Net Settlement Amount" or "NSA." Sabor Farms shall deposit the MSA as follows: (1) Sabor Farms shall make a first installment payment of \$332,500.00 with the Settlement Administrator upon the Effective Date; and (2) Sabor Farms shall make a second installment payment of \$332,500.00 with the Settlement Administrator within six months of the first installment payment.

3. **Escalator Clause.** Sabor Farms represents that there are approximately 28,348 pay periods worked by Aggrieved Employees during the PAGA Period. If the number of pay periods as reported to the Settlement Administrator during the PAGA Period is more than 10% greater than this figure (i.e., if there are 31,183 or more pay periods worked during the PAGA Period), Sabor Farms shall increase the MSA on a proportional basis (i.e., if there was a 15% increase in the number of pay periods, Sabor Farms shall increase the MSA by 5%).

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Maximum Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiffs' Attorneys' Fees and Costs.** Sabor Farms will not oppose Plaintiffs' request for attorneys' fees in the amount up to one third of the Maximum Settlement Amount (currently estimated to be \$221,666.67) and costs up to \$20,000.00 incurred in prosecuting this Action. In the event the Court approves less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiffs may appeal an order granting less than the full amount sought for attorneys' fees and costs). Sabor Farms, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.

b. **Plaintiffs' Enhancement Payments.** Sabor Farms will not oppose Plaintiffs' request for an enhancement payment of up to \$5,000.00 to each Plaintiff, for a total of \$10,000, for serving as the representative plaintiffs in this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount (although Plaintiffs may appeal an order granting less than the full amount sought for Plaintiffs' enhancement payments). Pursuant to the Parties' agreement, Plaintiffs have executed separate, individual settlement agreements with consideration of \$10,000 per Plaintiff (\$20,000.00 total) (the "Individual Settlement"). The Individual Settlement has no impact on the PAGA Settlement. Sabor Farms, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiffs.

c. **Administration Costs.** Sabor Farms will not oppose the Settlement Administrator's costs in the amount up to \$6,550.00 for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Sabor Farms, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

a. The parties agree that should the Court deny approval of the Settlement based on the allocation of the Maximum Settlement Amount or the Net Settlement Amount, the parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. **PAGA Released Claims.** Upon entry of an Order approving the Settlement and judgment entered thereon, and upon the Settlement being fully funded, Plaintiffs and all Aggrieved Employees will release the PAGA Released Claims against Sabor Farms that arose during the PAGA Period. Upon entry of the Order approving the settlement and judgment entered thereon and the Settlement being fully funded, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against Sabor Farms.

7. **Covenants and Representations by Plaintiffs and Plaintiffs' Counsel.**

a. Plaintiffs represent and warrant that they have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiffs acknowledge that they have read this Settlement Agreement, that they fully understand their rights, privileges and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Confidentiality.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiffs and Plaintiffs' Counsel will keep the terms of this Settlement Agreement confidential. Neither Plaintiffs nor Plaintiffs' Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiffs' counsel may reference the Action by name and case number in a declaration establishing adequacy as class or representative counsel.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiffs' Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties' seeking Court approval of the Settlement, per Labor Code § 2699(1)(2).

9. **Motion for Approval of PAGA Settlement by Plaintiffs' Counsel.** Plaintiffs' Counsel shall be responsible for promptly preparing and filing the Motion for Approval of the PAGA Settlement.

10. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval. The Court's decision to award less than the amounts requested for the PAGA Representative Service Payment, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs shall submit a proposed judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. § 664.6 for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims against any of the Released Parties upon the judgment being entered and the Settlement being fully funded. This Settlement Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to engage ILYM Group, Inc. to handle the administration of this settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days after entry of an order approving the settlement, Sabor Farms shall provide the Settlement Administrator with information for Aggrieved Employees. Sabor Farms will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, number of pay periods worked during the PAGA Period, and Social Security numbers to the extent available from Sabor Farms' records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within 7 calendar days of receiving the Aggrieved Employees' information from Sabor Farms, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within ten (10) business days after the Settlement has been fully funded and after receiving approval from Plaintiffs' Counsel and Defendant's counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address

identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed more than 180 days after issuance (collectively, "Uncashed Checks"), shall escheat to *cy pres* recipient, The Food Bank for Monterey County.

5. **Distribution of Payments.** Within ten (10) business days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA; (3) Plaintiffs' Counsel for Plaintiffs' Counsel's Court-approved attorneys' fees and litigation costs and expenses; (4) Plaintiffs for the Court-approved enhancement payments and (5) the Settlement Administrator for Court-approved Settlement administration costs incurred in connection with the Settlement. Payments made by Sabor Farms pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with any accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees' Individual PAGA Payments.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiffs nor Sabor Farms, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs and attorneys' fees incurred in connection with this Settlement Agreement, the Action and Plaintiffs' claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in the State of California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Monterey.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them with respect to the subject matter of this Settlement Agreement, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

6. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the settlement as provided herein; or (ii) the settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

7. **Judgment and Continued Jurisdiction.** As noted above, after approval of this settlement, the Court will have continuing jurisdiction under Cal. Code Civ. Proc. § 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

8. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest, or by counsel for all Parties.

9. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the mediator (Kevin T. Barnes, Esq.) or the Court to resolve such disagreement.

10. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties

believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

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

13. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

17. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

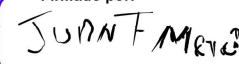
18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement 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.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 8/20/2025, 2025

Firmado por:

824D2EB6246547A...

Juan Fernando Merendon, Plaintiff

Dated: _____, 2025

Adrian Cuevas-Granados, Plaintiff

Dated: Oct 6, 2025, 2025

SABOR FARMS, LLC


[William E Quinlan \(Oct 6, 2025 16:21:13 PDT\)](#)

By: William E Quinlan
Its: President

APPROVED AS TO FORM:

Dated: August 20, 2025

THE WHEELER LAW FIRM, APC

By: 

Scott E. Wheeler
Attorneys for Plaintiffs

Dated: _____, 2025

HAINES LAW GROUP, APC

By: _____
Sean M. Blakely
Attorneys for Plaintiffs

Dated: _____, 2025

FISHER & PHILLIPS LLP

By: _____
Rebecca Hause-Schultz
William Okamoto
Attorneys for Defendant

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.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: _____, 2025

Juan Fernando Merendon, Plaintiff

Dated: 08/13/2025

Adrian Cuevas - Granados a

Adrian Cuevas-Granados, Plaintiff

SABOR FARMS, LLC

Dated: _____, 2025

By:

Its:

APPROVED AS TO FORM:

Dated: _____, 2025

THE WHEELER LAW FIRM, APC

By: _____

Scott E. Wheeler

Attorneys for Plaintiffs

Dated: August 13, 2025

HAINES LAW GROUP, APC

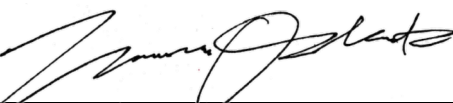
By:  _____

Sean M. Blakely

Attorneys for Plaintiffs

Dated: _____, 2025

FISHER & PHILLIPS LLP

By:  _____

Rebecca Hause-Schultz

William Okamoto

Attorneys for Defendant

EXHIBIT A

Re: *Adrian Cuevas-Granados, et al. v. Sabor Farms, LLC.*
Superior Court of California for the County of Monterey; Case No. 24CV000743

Date: [REDACTED]/[REDACTED]/202[REDACTED]

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Adrian Cuevas-Granados, et al. v. Sabor Farms, LLC.*, Case No 24CV000743, pending in the Superior Court of the State of California for the County of Monterey (the “Action”).

The Action was filed against Sabor Farms, LLC (“Sabor Farms”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiffs Adrian Cuevas-Granados and Juan Fernando Merendon-Cerega (“Plaintiffs”), former employees of Sabor Farms, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiffs claimed that Sabor Farms owed civil penalties under PAGA for alleged violations of the California Labor Code. Sabor Farms strongly denies these allegations and contends that it complied with all applicable laws. The Court has made no determination whether Sabor Farms or Plaintiffs is correct on the merits. In the meantime, the parties have reached a settlement of Plaintiffs’ claims, rather than continuing the expensive and time-consuming process of litigation. On [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Sabor Farms who were allegedly affected by the alleged violations of the Labor Code. Your payment is based on the proportionate number of pay periods you worked for Sabor Farms in California from July 24, 2022 through March 15, 2025 (the “PAGA Period”). Based on Sabor Farms’ records, you worked [Number] pay periods during the PAGA Period.

In agreeing to this settlement, Sabor Farms does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds shall escheat to *cy pres* recipient, The Food Bank for Monterey County. If you are still employed by Sabor Farms, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The Release applies to Sabor Farms. All PAGA claims that were pled in the Action, or which could have been pled in the Action, or which could have been pled under the PAGA based on the factual allegations in the Action, that arose during the PAGA Period. The release of the PAGA Released Claims shall extend for the duration of the PAGA Period.

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1-[REDACTED]-[REDACTED].

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

February 23, 2024

VIA LWDA WEBSITE

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

Re: *Adrian Cuevas-Granados v. Sabor Farms, LLC*

To Whom It May Concern:

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

Sabor Farms produces and grows specialty vegetables, including baby spinach, baby leaf lettuces, cilantro, kale, and a variety of other vegetables. Mr. Cuevas-Granados worked for Sabor Farms at its Winterhaven, California location as a non-exempt employee in the position of “Tractor Driver” (or similarly titled position) from approximately January 2021, and worked until his termination in approximately November 2023.

Throughout Mr. Cuevas-Granados’ employment with Sabor Farms, Sabor Farms’ timekeeping policies and/or practices resulted in Mr. Cuevas-Granados and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Upon information and belief, Sabor Farms required Mr. Cuevas-Granados and other aggrieved employees to sign a sign-in sheet indicating that they were present for their scheduled workday and indicate their job position; however, Sabor Farms failed to record the actual start and end times of Mr. Cuevas-Granados’ work shifts. Upon information and belief, Sabor Farms’ supervisors recorded the hours worked for Mr. Cuevas-Granados and other aggrieved employees and did not always accurately record the hours worked, resulting in a failure to compensate for all hours actually worked. As a result, Mr. Cuevas-Granados and other aggrieved employees were not compensated for all earned minimum and overtime wages.

Sabor Farms failed to provide Mr. Cuevas-Granados and other aggrieved employees with all legally compliant meal periods due to Sabor Farms' meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Specifically, Mr. Cuevas-Granados' and other aggrieved employees' meal periods frequently commenced after the completion of five hours of work. Additionally, upon information and belief, Sabor Farms' meal period policies/practices did not provide for a second meal period for shifts in excess of 10.0 hours, nor were Mr. Cuevas-Granados and other aggrieved employees provided with a second meal period for shifts over 10.0 hours. Moreover, Sabor Farms did not keep accurate records of Mr. Cuevas-Granados' and other aggrieved employees' hours worked, including time records showing when employees take their meal periods. Sabor Farms did not require Mr. Cuevas-Granados and other aggrieved employees to record their meal periods. Instead, upon information and belief, Sabor Farms automatically deducted 30 minutes from the total hours worked for each shift worked regardless of whether the employee took a timely, full 30-minute compliant meal period. On those occasions when Mr. Cuevas-Granados and other aggrieved employees were not provided with all legally compliant meal periods to which they were entitled, Sabor Farms failed to always compensate Mr. Cuevas-Granados and other aggrieved employees with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, Sabor Farms maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally compliant meal period was not provided to their non-exempt employees.

Mr. Cuevas-Granados and other aggrieved employees were not authorized and permitted to take all required rest periods due to Sabor Farms' unlawful rest period policies/practices, which failed to authorize and permit a net 10-minute rest period for every four hours worked, or major fraction thereof. Mr. Cuevas-Granados and other aggrieved employees were not able to take their legally compliant rest breaks due to work demands imposed by Sabor Farms. Additionally, although Mr. Cuevas-Granados and other aggrieved employees occasionally worked shifts in excess of 10.0 hours, Mr. Cuevas-Granados and other aggrieved employees were not authorized and permitted a third rest period during shifts in excess of 10.0 hours. On those occasions when Mr. Cuevas-Granados and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Sabor Farms failed to always compensate Mr. Cuevas-Granados and other aggrieved employees with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Sabor Farms maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest period was not authorized and permitted to their non-exempt employees.

As a result of Sabor Farms' failure to pay all minimum and overtime wages and failure to pay all meal and rest period premium wages, Sabor Farms maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Cuevas-Granados and other

aggrieved employees. As a further result of Sabor Farms' failure to pay all minimum and overtime wages and failure to pay all meal and rest period premium wages, Sabor Farms failed to timely pay all final wages to Mr. Cuevas-Granados and other former employees upon their separation of employment from Sabor Farms.

As described above, Sabor Farms committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 14 ("Wage Order 14"):

Minimum Wage Violations

Sabor Farms was required to pay Mr. Cuevas-Granados and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 14, § 4. As alleged above, Sabor Farms failed to conform its pay practices to the requirements of the law by failing to pay Mr. Cuevas-Granados and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Sabor Farms and/or suffered or permitted to work under the California Labor Code and Wage Order 14. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Cuevas-Granados and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Sabor Farms was required to pay Mr. Cuevas-Granados and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 14, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Sabor Farms caused Mr. Cuevas-Granados and other aggrieved employees to work overtime hours but did not compensate Mr. Cuevas-Granados and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Cuevas-Granados and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Sabor Farms failed to provide Mr. Cuevas-Granados and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 14, § 11. As a result, Mr. Cuevas-Granados and other aggrieved

employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Sabor Farms also failed to authorize and permit Mr. Cuevas-Granados and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 14, § 12. As a result, Mr. Cuevas-Granados and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Sabor Farms was required to furnish Mr. Cuevas-Granados and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 14, § 7. As a result of Sabor Farms’ failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Sabor Farms maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Cuevas-Granados and other aggrieved employees in violation of Labor Code § 226. Sabor Farms’ failure to comply with its wage statement obligations was knowing and intentional, and Mr. Cuevas-Granados and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Sabor Farms failed to timely pay Mr. Cuevas-Granados and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Sabor Farms’ failure to pay all final wages due to Mr. Cuevas-Granados and other aggrieved employees was willful and, consequently, entitles Mr. Cuevas-Granados and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day

Sabor Farms failed to pay their final wages after their separation, up to a maximum of thirty days.

As an “aggrieved employee,” Mr. Cuevas-Granados will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Cuevas-Granados’ own investigation, and on information and belief, Sabor Farms committed and continues to commit the following Labor Code violations:

- a. Sabor Farms violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Cuevas-Granados and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Sabor Farms violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Cuevas-Granados and other aggrieved employees all overtime compensation earned;
- c. Sabor Farms violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Cuevas-Granados and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- d. Sabor Farms violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Cuevas-Granados and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Cuevas-Granados and other aggrieved employees at these employees’ respective regular rates of compensation for rest period violations;
- e. Sabor Farms violated Labor Code § 226 by failing to furnish Mr. Cuevas-Granados and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Sabor Farms violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Cuevas-Granados and other aggrieved employees;
- g. Sabor Farms violated Labor Code § 204 by failing to pay Mr. Cuevas-Granados and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Sabor Farms violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Cuevas-Granados and other aggrieved employees.

LWDA
February 23, 2024
Page 6 of 6

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

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to be 'P. Haines', is written over the printed name.

Paul K. Haines

cc: Sabor Farms, LLC (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 02/24/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8350 3029 62

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 02/23/2024 16:45

ORIGINAL INTENDED RECIPIENT:

SABOR FARMS LLC

C/O: WILLIAM E QUINLAN

387 W MARKET ST

SALINAS CA 93901-1423

Mailer: Haines Law Group

Date Produced: 03/13/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8350 3029 62. Our records indicate that this item was delivered on 02/26/2024 at 01:46 p.m. in SALINAS, CA 93901. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



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

Sincerely,
United States Postal Service

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

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

SABOR FARMS LLC
C/O: WILLIAM E QUINLAN
387 W MARKET ST
SALINAS CA 93901-1423

Customer Reference Number: C4825634.28986633

EXHIBIT 3

November 25, 2025

Adrian Cuevas

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
2/23/2024	ALL	First legal's filing fee for: Class Action Complaint; Civil Case Cover Sheet; Summons Order #: 5629011 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 1,514.10	1,514.10
	ALL	First legal's filing fee for: Jury Fees. Order #: 5629011	1 150.00	150.00
2/24/2024	ALL	Filing fee for: LWDA. Order #: ORD-000272346	1 75.00	75.00
2/29/2024	ALL	Postage for February, 2024.	1 22.32	22.32
	ALL	Copying cost for February, 2024.	13 0.25	3.25
3/4/2024	ALL	First Legal's service fee for: Summons and Complaint Order #: 5639151 Process - Branch 3 days Base charge + PDF/Ship + Fuel charge	1 192.98	192.98
3/5/2024	ALL	First legal's filing fee for: Proof of Service of Summons/Complaint Order #: 5641139 Direct E-filing Base charge + Additional charges	1 15.55	15.55
3/13/2024	ALL	First legal's filing fee for: Peremptory Challenge Order #: 5651149 Filing - Branch PDF same day Base charge + Fuel charge	1 106.55	106.55
3/26/2024	ALL	First legal's filing fee for: Proof of Service Order #: 5667557 Direct E-filing	1 15.55	15.55

11/25/2025

			<u>Qty/Price</u>	<u>Amount</u>
		Base charge + Additional charges		
3/31/2024	ALL	Postage for March, 2024.	1 0.64	0.64
	ALL	Copying cost for March, 2024.	6 0.25	1.50
4/30/2024	ALL	Postage for April, 2024.	1 1.36	1.36
	ALL	Copying cost for April, 2024.	20 0.25	5.00
5/9/2024	ALL	One legal's filing fee for: Amendment to Complaint Order #: 22785383	1 19.10	19.10
7/9/2024	VG	Kevin T. Barnes Mediation fee for mediation on January 15, 2025 Invoice #: 2024-197-KB	1 3,750.00	3,750.00
12/31/2024	ML	Copying cost for December, 2024.	2 0.25	0.50
1/10/2025	ML	FedEx costs for January 2025 Invoice #: 4-792-21515	1 9.95	9.95
1/31/2025	ML	Copying cost for January, 2025.	1 0.25	0.25
5/14/2025	ML	First Legal's Filing fee for Joint Stipulation for Leave to File Second Amended Representative Action Complaint; [Proposed] Order; Proposed Order; Declaration of Sean M. Blakely in Support of Plaintiffs Request for Dismissal of Class Claims Without Prejudice; Proof of Service Order #: 17243805	1 16.70	16.70
5/23/2025	ML	First Legal's Filing fee for Second Amended Representative Action Complaint; Proof of Service Order #: 17263545	1 16.70	16.70
6/30/2025	ML	Copying cost for June, 2025.	2 0.25	0.50
9/4/2025	ML	First legal's Filing fee for Joint Stipulation to Continue Case Management Conference; [Proposed] Order Signed: Accepted Order #: 17435473	1 37.50	37.50
Total additional charges				\$5,955.00

11/25/2025

	<u>Amount</u>
Balance due	<u>\$5,955.00</u>

EXHIBIT 4

November 25, 2025

Adrian Cuevas

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
2/6/2024	SMB	Email exchange w/ B. Khakshour re potential client Cuevas Granados	0.30 825.00/hr	247.50
2/8/2024	SMB	Telephone call with B. Khakshour re potential client.	0.30 825.00/hr	247.50
2/13/2024	SMB	Conduct legal research re Sabor Farms.	1.60 825.00/hr	1,320.00
2/14/2024	SMB	Review client's records including wage statements and other employment documents; email w/ intake re the same.	1.40 825.00/hr	1,155.00
2/16/2024	PKH	Emails w/ SMB regarding case against Sabor Farms.	0.20 925.00/hr	185.00
	SMB	Email exchange w/ PKH re potential case against Sabor Farms.	0.30 825.00/hr	247.50
	SMB	Email exchange w/ intake re scheduling client [REDACTED].	0.10 825.00/hr	82.50
2/20/2024	AK	Conference with SMB re case against Sabor Farms; review client documents including paystubs; conduct legal research re: Sabor Farms and begin drafting class action complaint.	4.20 500.00/hr	2,100.00
	AMC	Preparation of retainer packet.	0.40 175.00/hr	70.00
	SMB	Meeting w/ AK re drafting of complaint against Sabor Farms.	0.60 825.00/hr	495.00
	SMB	Review additional pay stubs provided by client; conduct client intake interview.	2.50 825.00/hr	2,062.50

11/25/2025

			<u>Hrs/Rate</u>	<u>Amount</u>
2/21/2024	AK	Continue drafting class action complaint including general factual allegations and proposed class definitions; finalize draft and circulate to SMB for review.	6.40 500.00/hr	3,200.00
	SMB	Review emails w/ intake re Sabor Farms' client.	0.10 825.00/hr	82.50
2/22/2024	AK	Meeting w/ SMB re revisions to complaint; client call [REDACTED]; further revise complaint to incorporate SMB's edits and comments; circulate further draft to SMB.	2.30 500.00/hr	1,150.00
	SMB	Review and revise complaint; telephone call w/ client [REDACTED]; conference w/ AK regarding revisions to be made to complaint.	4.40 825.00/hr	3,630.00
2/23/2024	AMC	Draft PAGA letter to be sent to LWDA and Defendant; send to SMB; submit and serve finalized LWDA letter.	2.40 175.00/hr	420.00
	AMC	Prepare Summons and other case initiating documents; file complaint and supporting documents.	2.70 175.00/hr	472.50
	SMB	Review and revise LWDA letter; finalize and send to AC.	0.60 825.00/hr	495.00
	SMB	Review and revise further draft of complaint; finalize complaint and send to AC for filing.	2.50 825.00/hr	2,062.50
2/26/2024	AK	Meeting w/ SMB re judge assignment in Sabor farms.	0.30 500.00/hr	150.00
	AMC	Emails re judicial assignment.	0.20 175.00/hr	35.00
	SMB	Email exchange w/ AC & AK re judicial assignment; conference w/ AK re judicial assignment.	0.40 825.00/hr	330.00
3/1/2024	AK	Conduct research re judicial assignment.	1.80 500.00/hr	900.00
3/11/2024	AK	Finalize research re judicial assignment; circulate memo to SMB and discuss the same.	2.20 500.00/hr	1,100.00
	SMB	Conference with AK re research of judge assignment; review AK's research re the same.	0.80 825.00/hr	660.00
3/12/2024	PKH	Email exchange w/ Scott Wheeler re cases against Sabor Farms.	0.20 925.00/hr	185.00
	SMB	Review email exchange w/ S. Wheeler.	0.10 825.00/hr	82.50

11/25/2025

			<u>Hrs/Rate</u>	<u>Amount</u>
3/13/2024	AMC	Prepare 170.6 challenge; file challenge.	0.40 175.00/hr	70.00
	SMB	Email exchange re filing of 170.6 challenge.	0.10 825.00/hr	82.50
3/20/2024	PKH	Phone call w/ Scott Wheeler re Sabor Farms.	0.60 925.00/hr	555.00
	SMB	Telephone call with S. Wheeler re Sabor Farms cases; discuss the same w/ PKH.	0.60 825.00/hr	495.00
4/3/2024	PKH	Conference with SMB re client's arbitration agreement.	0.40 925.00/hr	370.00
	SMB	Review email from defense counsel; review arbitration agreement Plaintiff signed while employed at Sabor Farms; discuss the same w/ PKH.	0.70 825.00/hr	577.50
4/4/2024	SMB	Email exchange w/ defense counsel re responsive pleading and scheduling of conference call.	0.20 825.00/hr	165.00
4/10/2024	SMB	Telephone call with defense counsel re case and impact of arbitration agreement.	0.30 825.00/hr	247.50
4/19/2024	SMB	Email exchange w/ opposing counsel regarding responsive pleading deadline and potential mediation.	0.20 825.00/hr	165.00
4/22/2024	SMB	Email to AC re preparation of First Amended Complaint.	0.10 825.00/hr	82.50
	SMB	Review email from defense counsel.	0.10 825.00/hr	82.50
4/24/2024	AMC	Draft First Amended Complaint to add PAGA claim.	1.10 175.00/hr	192.50
4/29/2024	AMC	File and serve First Amended Complaint.	0.30 175.00/hr	52.50
	SMB	Review and revise FAC; finalize for filing.	0.30 825.00/hr	247.50
5/3/2024	SMB	Email exchange w/ defense counsel re service of FAC.	0.20 825.00/hr	165.00
5/9/2024	SMB	Email exchange with opposing counsel re FAC and conference call.	0.20 825.00/hr	165.00

11/25/2025

			<u>Hrs/Rate</u>	<u>Amount</u>
5/15/2024	SMB	Email to opposing counsel re conference call.	0.10 825.00/hr	82.50
5/20/2024	SMB	Follow up email to opposing counsel re scheduling of conference call.	0.10 825.00/hr	82.50
5/22/2024	SMB	Email exchange re meet and confer call for upcoming CMC.	0.20 825.00/hr	165.00
5/23/2024	SMB	Telephone call with opposing counsel re case and scheduling mediation; email to co-counsel re the same.	0.50 825.00/hr	412.50
5/24/2024	SMB	Telephone call with client [REDACTED].	0.20 825.00/hr	165.00
5/30/2024	SMB	Email to opposing counsel re mediation and proposed mediator.	0.10 825.00/hr	82.50
5/31/2024	SMB	Review email from opposing counsel re mediators.	0.10 825.00/hr	82.50
6/3/2024	SMB	Review and revise Joint CMC statement; email exchange w/ opposing counsel re the same.	0.60 825.00/hr	495.00
6/5/2024	SMB	Email to opposing counsel re mediators.	0.10 825.00/hr	82.50
6/14/2024	SMB	Review email from opposing counsel re mediators.	0.10 825.00/hr	82.50
6/18/2024	SMB	Email to OC re mediators.	0.10 825.00/hr	82.50
6/20/2024	SMB	Review email from OC re mediation dates.	0.10 825.00/hr	82.50
6/24/2024	SMB	Review Notice of Resetting Hearing.	0.10 825.00/hr	82.50
	SMB	Email exchange w/ co-counsel re mediation dates.	0.10 825.00/hr	82.50
	SMB	Phone call w/ opposing counsel re mediation dates and responsive pleading deadline; review email re the same.	0.30 825.00/hr	247.50
6/26/2024	SMB	Email exchanges w/ co-counsel and opposing counsel re mediators and availability.	0.20 825.00/hr	165.00
7/1/2024	SMB	Email to opposing counsel re mediation dates.	0.10 825.00/hr	82.50

11/25/2025

			<u>Hrs/Rate</u>	<u>Amount</u>
7/8/2024	SMB	Email exchange w/ opposing counsel re mediation dates and responsive pleading deadline.	0.20 825.00/hr	165.00
7/9/2024	SMB	Email exchange w/ K. Barnes' Office re Jan. 15, 2025 Mediation.	0.20 825.00/hr	165.00
7/10/2024	SMB	Telephone call with client [REDACTED].	0.30 825.00/hr	247.50
9/11/2024	SMB	Email to opposing counsel re mediation data and information.	0.10 825.00/hr	82.50
9/13/2024	SMB	Email exchange w/ opposing counsel re conference call to discuss mediation data.	0.20 825.00/hr	165.00
9/16/2024	SMB	Review and revise Joint Statement; email exchange w/ opposing counsel re the same.	0.30 825.00/hr	247.50
9/20/2024	SMB	Telephone call with opposing counsel re requested mediation data and format of time and pay records.	0.40 825.00/hr	330.00
10/31/2024	SMB	Email to OC re requested mediation data and information.	0.10 825.00/hr	82.50
11/1/2024	SMB	Email exchange w/ opposing counsel re mediation data and scheduling of conference call.	0.10 825.00/hr	82.50
11/4/2024	SMB	Email exchange re mediation data and scheduling of conference call.	0.10 825.00/hr	82.50
11/7/2024	SMB	Conference call w/ opposing counsel re mediation data; email exchange w/ opposing counsel re sampling of time and pay records for mediation.	0.40 825.00/hr	330.00
12/5/2024	SMB	Email to OC re mediation production.	0.10 825.00/hr	82.50
12/6/2024	SMB	Review email from OC re mediation production.	0.10 825.00/hr	82.50
12/13/2024	SMB	Email exchange w/ opposing counsel re mediation production.	0.20 825.00/hr	165.00
12/20/2024	SMB	Review email from opposing counsel re pay period and number of aggrieved employees in PAGA Period.	0.10 825.00/hr	82.50
1/2/2025	SMB	Email to OC re mediation data.	0.10 825.00/hr	82.50

11/25/2025

			<u>Hrs/Rate</u>	<u>Amount</u>
1/6/2025	SMB	Conference call w/ opposing counsel and co-counsel re mediation production; email exchange re the same.	0.40 825.00/hr	330.00
1/8/2025	JG	Conference with SMB re Sabor Farms mediation analysis; begin review of time and pay records for unpaid wage and meal period analysis.	7.20 725.00/hr	5,220.00
	AMC	Meeting w/ SMB to discuss Sabor Farms analysis; start review and analysis of time and pay records for mediation.	6.40 175.00/hr	1,120.00
	SMB	Review and organize mediation production; conference w/ JG & AC regarding mediation analysis.	7.00 825.00/hr	5,775.00
1/9/2025	SMB	Phone call with client [REDACTED].	0.70 825.00/hr	577.50
	JG	Continue review of time and pay records for mediation analysis.	7.20 725.00/hr	5,220.00
	AMC	Continue review of time and pay records for Sabor Farms mediation.	6.50 175.00/hr	1,137.50
	SMB	Review time and pay records for mediation analysis; pull relevant exhibits for mediation brief.	5.70 825.00/hr	4,702.50
1/10/2025	AMC	Continue review of records for Sabor Farms mediation.	6.60 175.00/hr	1,155.00
	JG	Continue review of records for mediation analysis, including meal period and unpaid wage analysis.	7.40 725.00/hr	5,365.00
	SMB	Continue review of mediation production, including employee handbooks and other policies; begin drafting mediation brief including summary of legal claims.	7.60 825.00/hr	6,270.00
1/11/2025	SMB	Continue drafting mediation brief including summary of claims and exposure analysis.	5.70 825.00/hr	4,702.50
1/13/2025	SMB	Conference call w/ co-counsel re mediation brief.	0.60 825.00/hr	495.00
	SMB	Continue drafting mediation brief; incorporate co-counsel's edits and finalize draft; finalize and compile mediation exhibits; email mediation brief and exhibits to K. Barnes.	7.20 825.00/hr	5,940.00
1/15/2025	PKH	Mediation w/ Kevin Barnes.	4.50 925.00/hr	4,162.50
	SMB	Attend mediation w/ Kevin Barnes via Zoom.	10.60 825.00/hr	8,745.00

11/25/2025

			<u>Hrs/Rate</u>	<u>Amount</u>
1/16/2025	SMB	Email exchange w/ co-counsel re mediator's proposal; email K. Barnes office re mediator's proposal.	0.20 825.00/hr	165.00
1/21/2025	SMB	Email to opposing counsel re settlement logistics.	0.10 825.00/hr	82.50
1/23/2025	SMB	Email exchange re settlement agreement and scheduling of conference call.	0.20 825.00/hr	165.00
	SMB	Review and revise Joint Notice of Settlement and Stipulation; email to opposing counsel re the same.	0.30 825.00/hr	247.50
2/6/2025	SMB	Telephone call with co-counsel and opposing counsel re settlement and logistics for approval.	0.40 825.00/hr	330.00
3/13/2025	SMB	Review mediator's proposal and draft PAGA long-form settlement agreement; circulate draft to co-counsel.	3.70 825.00/hr	3,052.50
3/14/2025	SMB	Review email from co-counsel re PAGA settlement agreement; email draft PAGA settlement agreement to opposing counsel.	0.40 825.00/hr	330.00
3/19/2025	SMB	Email exchange w/ opposing counsel re PAGA settlement agreement.	0.20 825.00/hr	165.00
4/22/2025	SMB	Email exchange w/ co-counsel and opposing counsel re PAGA settlement agreement.	0.20 825.00/hr	165.00
4/24/2025	SMB	Review proposed edits to PAGA settlement agreement.	0.30 825.00/hr	247.50
4/29/2025	SMB	Telephone call with opposing counsel re settlement agreement and Joint Stipulation; review Joint Stipulation and approve for filing; email exchange w/ opposing counsel re the same.	0.50 825.00/hr	412.50
5/2/2025	SMB	Telephone call with co-counsel and opposing counsel re settlement approval and long-form agreement.	0.30 825.00/hr	247.50
5/4/2025	SMB	Review Stipulation and order in Merendon-Cerega action; email exchange re the same.	0.30 825.00/hr	247.50
5/7/2025	SMB	Draft proposed Second Amended Complaint and Stipulation for leave to file Second Amended Complaint; circulate to co-counsel.	3.30 825.00/hr	2,722.50
5/8/2025	SMB	Review proposed edits to Second Amended Complaint; circulate proposed amended complaint to opposing counsel.	0.30 825.00/hr	247.50
5/12/2025	SMB	Draft declaration pursuant to CRC 3.770; circualte to opposing counsel.	0.80 825.00/hr	660.00

11/25/2025

			<u>Hrs/Rate</u>	<u>Amount</u>
5/13/2025	SMB	Email exchange w/ co-counsel re filing of Stipulation Re Amended Complaint; finalize stipulation for filing.	0.30 825.00/hr	247.50
5/23/2025	SMB	Review Order re filing of Second Amended Complaint.	0.10 825.00/hr	82.50
	SMB	Email exchange w/ co-counsel re filing of Second Amended Complaint	0.10 825.00/hr	82.50
5/28/2025	JG	Review settlement agreement and begin drafting Motion for PAGA Approval, including procedural history and summary of settlement terms.	6.40 725.00/hr	4,640.00
5/29/2025	JG	Continue drafting Motion for PAGA Settlement Approval.	5.60 725.00/hr	4,060.00
5/30/2025	JG	Finalize draft of Motion for PAGA Settlement Approval; draft supporting declarations and proposed order and judgment; circulate draft of Motion to SMB.	6.20 725.00/hr	4,495.00
6/4/2025	SMB	Email exchange w/ co-counsel and opposing counsel re long form PAGA settlement agreement.	0.30 825.00/hr	247.50
	SMB	Review and revise Motion for PAGA Approval; circulate draft to co-counsel.	3.60 825.00/hr	2,970.00
6/9/2025	SMB	Review email from opposing counsel re long form agreement.	0.10 825.00/hr	82.50
6/30/2025	SMB	Review and revise stipulation to continue; email exchange with opposing counsel re the same.	0.20 825.00/hr	165.00
	SMB	Email exchange re finalizing long form PAGA settlement agreement.	0.20 825.00/hr	165.00
7/15/2025	SMB	Review signed order re continued CMC.	0.10 825.00/hr	82.50
7/21/2025	SMB	Review emails w/ co-counsel and opposing counsel re finalized settlement agreement.	0.10 825.00/hr	82.50
7/22/2025	SMB	Review emails re finalizing settlement agreement.	0.10 825.00/hr	82.50
8/12/2025	SMB	Telephone call with client [REDACTED].	0.70 825.00/hr	577.50
8/13/2025	SMB	Follow up telephone call with client [REDACTED].	0.60 825.00/hr	495.00

11/25/2025

			<u>Hrs/Rate</u>	<u>Amount</u>
9/2/2025	SMB	Email exchange w/ opposing counsel re signed settlement agreement and upcoming CMC.	0.20 825.00/hr	165.00
	SMB	Draft Stipulation to Continue CMC; circulate the same to co-counsel and opposing counsel.	0.40 825.00/hr	330.00
9/22/2025	SMB	Review email from AC re continued CMC.	0.10 825.00/hr	82.50
10/7/2025	SMB	Review Joint Stipulation to Continue and request for settlement approval date; email exchange re the same.	0.20 825.00/hr	165.00
10/27/2025	SMB	Review email from clerk re stipulation.	0.10 825.00/hr	82.50
11/18/2025	JG	Review co-counsel's declaration and further revise PAGA Approval Motion and supporting documents.	2.50 725.00/hr	1,812.50
11/20/2025	JG	Email to ILYM re declaration in support of PAGA Approval Motion.	0.20 725.00/hr	145.00
11/24/2025	SMB	Review updated draft of PAGA Approval Motion and supporting declarations and proposed order; finalize for filing.	2.70 825.00/hr	2,227.50
For professional services rendered			185.10	\$125,887.50
Balance due				\$125,887.50

EXHIBIT 5

LAFFEY MATRIX

History

Case Law

See the Matrix

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.