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

**IN RE: STANISLAUS FOOD PRODUCTS
COMPANY EMPLOYMENT CASES**

CASE NO.: CV-23-001433

Included Actions:

Assigned to the Hon. John Freeland

*Rigoberto Valle v. Stanislaus Food Products
Company, Case No. CV-23-001433*

*Mario Castillo v. Stanislaus Food Products
Company, Case No. CV-23-003465*

*Victoria Martinez v. Stanislaus Food Products
Company, Case No. CV-23-004653*

*Rebeca Balbuena Andres v. Stanislaus Food
Products Company, Case No. CV-23-007019*

*Martin Sohal v. Stanislaus Food Products
Company, Case No. CV-24-000548*

**DECLARATION OF JOSHUA
FALAKASSA IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: December 20, 2024

Time: 8:30 a.m.

Dept.: 23

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1 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the
2 years 2017 through 2023, a distinction that is reserved for the top 2.5 % of lawyers in the practice
3 area. I have also been recognized by Topverdicts.com for achieving Top 20 and Top 50 wage and
4 hour class and/or PAGA action settlements in California in 2021, 2022 and 2023.

5 8. My firm has the experience, resources, and means necessary to allow us to provide
6 adequate representation to all Settlement Class Members in this Action.

7 9. Currently, my firm is acting as counsel in at least thirty wage-and-hour class actions.

8 10. Class Counsel are respected members of the California Bar with strong records of
9 vigorous and effective advocacy of their clients, and they are experienced in handling complex
10 class action litigation. Both Class Counsel and Plaintiffs were prepared to litigate the claims in this
11 action, but they strongly and unequivocally support the proposed Settlement as being in the best
12 interest of the Settlement Class based on the circumstances referenced herein.

13 11. I have been appointed class counsel in various courts across California.

14 12. Through a contested but productive mediation, Plaintiffs Rigoberto Valle, Mario
15 Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohaland Defendant Stanislaus
16 Food Products Company (“Defendant”) (collectively, the “Parties”) entered into a Class Action and
17 PAGA Settlement Agreement resolving the wage and hour claims of the Class (“Agreement”), which
18 is attached hereto as **Exhibit “A.”** The Settlement Agreement seeks to fully release and discharge it
19 from the claims brought against it in this matter in exchange for Defendant’s agreement to pay
20 \$3,500,000 on a non-reversionary, non-claim-made basis (each Class Member will receive his/her
21 share of the Net Settlement Amount without having to submit a claim form or taking action, except
22 for those who opt-out). Plaintiffs seek to represent a Class of all current and former California-based
23 non-exempt hourly employees of Defendant who worked at least one Workweek from March 21,
24 2019, through July 12, 2024 (“Class Period”).

25 13. Under the terms of the Settlement Agreement,¹ Defendant will not oppose Plaintiffs
26

27 _____
28 ¹ The Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “S.A.”) is attached as
Exhibit A to the Declaration of Mehrdad Bokhour (“Bokhour Decl.”)

Counsel’s application for a reasonable award of attorney’s fees not to exceed 1/3 of the Gross Settlement Amount, litigation expenses not to exceed \$50,000, Settlement Administrator Costs of \$32,000, PAGA penalties of \$100,000 (with 75% to the LWDA and 25% to the Aggrieved Employees on a pro-rata basis), and a Service Payment of \$7,500 to each named Plaintiff (“Class Representatives”)

Gross Settlement Amount	\$ 3,500,000.00
Attorneys’ Fees (1/3)	\$ 1,166,666.66
Litigation Costs	\$ 50,000.00
Administrator Costs	\$ 32,000.00
PAGA Penalties	\$ 100,000.00
Class Representatives Service Awards	\$ 37,500.00
Net Settlement Amount	\$ 2,113,833.34

14. Because the Settlement is fair and reasonable and was negotiated at arm’s length by experienced counsel and an experienced mediator following a sufficient exchange of information and documents before mediation, it should be preliminarily approved. Plaintiffs respectfully requests that the Court enter an order preliminarily approving the Settlement, conditionally certifying the Settlement Class under Code of Civil Procedure § 382 for settlement purposes, approving the proposed Notice Packet, appointing Plaintiffs’ counsel as Class Counsel, appointing ILYM Group as the Settlement Administrator, and scheduling a hearing for the final approval of the Settlement.

15. On February 26, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., which led to this Agreement to settle the Action. The parties entered into a Memorandum of Understanding.

16. Based upon detailed data obtained through informal discovery and information exchanges, Plaintiffs’ counsel estimated the following big-picture data points through the date of mediation: (1) 4,809 Class Members who worked approximately 177,368 workweeks.

17. As further detailed in the Bokhour Decl., when factoring in defenses and risks of ongoing litigation, Plaintiffs estimate the risk-adjusted class recovery as follows:

- Unpaid Wage Claims \$ 160,329
- Meal and Rest Break Claims \$ 1,751,854

- | | | | |
|---|--|-----------|------------------|
| • | Wage Statement Claims | \$ | 571,232 |
| • | Waiting Time Penalty Claims | \$ | 2,839,660 |
| • | Total Risk Adjusted Penalties and Damages | \$ | 5,323,075 |

18. The reasonableness of the settlement is apparent from the fact that the proposed settlement is 65% of the risk-adjusted class damages and penalties.

19. The Settlement was the product of extensive arm's length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive in nature. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiffs and class counsel believe that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any of their defenses, the employees may not have received any substantial monetary recovery.

20. Plaintiffs' counsel brought to bear a great deal of collective experience in negotiating the settlement of this case. As detailed herein, Plaintiffs' counsel engaged in necessary informal discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed judgment throughout the settlement process, including significant document review (e.g., documents pertaining to Defendant's policies and procedures, personnel documents, wage statements, time records, among others) and conducted an extensive analysis and extrapolation of the sampling of class-wide data provided by Defendant.

21. Based on our experience in other cases, including wage and hour matters, I believe class counsel are qualified to evaluate the class claims and viability of defenses in this class action. In this case, the recovery for each Settlement Class Member is reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement Class. The Settlement provides each Settlement Class Member with compensation for the alleged violations when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding to trial.

22. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms and

1 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

2 23. Of course, the Settlement Amount represents a compromise figure, taking into account
3 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
4 Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class
5 Members, with no reversion to Defendant.

6 24. Plaintiffs seek a Service Award of \$7,500 each, which we believe is fair and
7 warranted. Plaintiffs agreed to come forward in an effort to effectuate a policy and practice change
8 that benefitted all other Settlement Class Members, and to recover unpaid wages and penalties. They
9 assumed significant risk in bringing this litigation, namely, had they lost, they could have been
10 ordered to pay Defendant's costs.

11 25. Plaintiffs provided invaluable assistance to the investigation and prosecution of this
12 case, including providing factual background for the Class Complaint and PAGA Notices; reviewing
13 the litigation documents; providing information and documentation about Defendant's policies and
14 practices; participating in phone calls to discuss litigation and settlement strategy; and reviewing the
15 settlement documents. Plaintiffs agreed to participate in this case with no guarantee of personal
16 benefit. Plaintiffs' declarations setting forth all of the reasons why they believe that the Service Award
17 should be approved has been filed herewith.

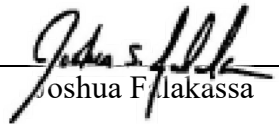
18 26. When this case was taken on a contingency fee basis, with our firms agreeing to
19 assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of
20 this litigation, we paid all costs including the filing fees, court costs, research/database fees, mediation
21 costs, and expert costs. There was never a guarantee that our firms would recoup these expenditures.
22 In fact, had Plaintiffs lost, they could have been ordered to pay Defendant's costs

23 27. It is our experience that attorneys' fee awards of one-third of a common fund
24 settlement are the standard in California. Plaintiffs' counsel agreed to seek one-third of the Settlement
25 Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further
26 warranted because it is within the range of reasonableness typically awarded in class actions.

27 28. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
28 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,

1 as well as preliminarily approve the requested Attorneys' Fees and Costs, and Service Awards to the
2 Class Representative.

3 I declare under penalty of perjury under the laws of California that the foregoing is true and
4 correct on this 26th day of November 2024, in Los Angeles, California.

5
6 By:  _____
Joshua Falakassa