

Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Danielle L. GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Annabel Blanchard (State Bar No. 258135)
ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff
BASILIA VILLA MAGAÑA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

BASILIA VILLA MAGAÑA, individually, and
on behalf of others similarly situated,

Plaintiff,

vs.

CJKANTRG PA, LLC; and DOES 1 through
25, inclusive,

Defendant.

Case No. 23STCV25886
(Related to Case No. 23STCV28370)

Honorable David S. Cunningham
Department SSC-11

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS’
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: July 6, 2026

Time: 11:00 a.m.

Dept: SSC-11

Complaint Filed: October 23, 2023

Trial Date: Not Set

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Letter, the Class Action, and the PAGA Action shall collectively be referred to herein as the “Action”.

5. On October 3, 2024, the Parties participated in a formal mediation conducted by Jonathan D. Andrews, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters. The matter was not resolved at mediation. However, with the assistance of the Mediator’s evaluations, and with ongoing negotiations, the Parties were able to reach an agreement to resolve the Action. The Parties then worked diligently to negotiate and memorialize the terms in a long-form settlement agreement.

6. On March 17, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”). On November 11, 2025, the Parties executed the Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

7. On June 5, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On December 10, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 2**.

Summary of the Terms of the Settlement Agreement

8. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All non-exempt, hourly-paid individuals who worked for Defendant at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California, during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period from October 23, 2019, through December 2, 2024. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all non-exempt, hourly-paid individuals who worked for Defendant at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California, during the PAGA Period.” The “PAGA Period” is defined as the period from September 14, 2022, through December

1 2, 2024.

2 9. Based on the data provided by Defendant following preliminary approval and for
3 purposes of administration of the Class Notice, I am informed that there are 87 Settlement Class
4 Members who worked 3,034 Workweeks for Defendant during the Class Period (“Workweeks”) and
5 14 PAGA Employees who worked 949 Pay Periods for Defendant during the PAGA Period (“Pay
6 Periods”).

7 10. The Parties have agreed to settle the Class and PAGA claims at issue in the Action for
8 a non-reversionary Gross Settlement Amount of Three Hundred Thirty Thousand Dollars and Zero
9 Cents (\$330,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount
10 includes: (1) Class Counsel’s fees in the amount of thirty-three and one-third percent (33.33%) of the
11 Gross Settlement Amount, equaling One Hundred Nine Thousand Nine Hundred Eighty-Nine Dollars
12 (\$109,989.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Seventeen
13 Thousand Nine Hundred Sixty-Seven Dollars and Sixty-One Cents (\$17,967.61); (3) Settlement
14 Administration Costs in the amount of Four Thousand Seven Hundred and Fifty Dollars (\$4,750.00);
15 (4) and Enhancement Payment in the amount of up to Five Thousand Dollars (\$5,000.00); and (5)
16 PAGA Amount of Thirty Thousand Dollars (\$30,000.00). After the above Court-approved amounts
17 are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net
18 Settlement Amount of approximately One Hundred Sixty Thousand Two Hundred Ninety-Three
19 Dollars and Thirty-Nine Cents (\$162,293.39).

20 11. The Settlement does not require Settlement Class Members to submit claims as a
21 prerequisite to receiving their pro rata share of the Net Settlement Amount (“Individual Settlement
22 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their pro
23 rata share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
24 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
25 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
26 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks
27 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
28 Administrator by dividing the amount of the PAGA Employees’ 25% share of the PAGA Amount

1 (\$7,500.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA
2 Period and multiplying the result by each PAGA Employee's Pay Periods worked during the PAGA
3 Period.

4 12. I am aware from my review of the information provided by the Settlement
5 Administrator that the estimated average gross Individual Settlement Share is \$1,784.61, the estimated
6 highest gross Individual Settlement Share is \$13,663.38, and the estimated lowest gross Individual
7 Settlement Share is \$51.17. Additionally, the estimated average Individual PAGA Payment is \$535.71,
8 the estimated highest Individual PAGA Payment is \$916.75, and the estimated lowest Individual
9 PAGA Payment is \$31.61.

10 13. Each Individual Settlement Share will be allocated as ten percent (10%) wages and
11 ninety percent (90%) penalties, interest, and non-wage damages. The portion allocated to wages (the
12 "Wage Portion") will be reported on an IRS Form W-2, and the portions allocated to penalties, interest,
13 and non-wage damages (the "Non-Wage Portion") will be reported on an IRS Form 1099 (if
14 applicable) by the Settlement Administrator. The Settlement Administrator will withhold the
15 employee's share of taxes and withholdings with respect to the Wage Portion of the Individual
16 Settlement Shares, and issue checks to Settlement Class Members for their net payment of their
17 Individual Settlement Payments. Defendant will separately pay any and all employer payroll taxes
18 owed on the Wage Portion of the Individual Settlement Shares. Each Individual PAGA Payment will
19 be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if
20 applicable) by the Settlement Administrator.

21 14. Each Individual Settlement Payment and Individual PAGA Payment check will be
22 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
23 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be
24 distributed by the Settlement Administrator to the State of California's Unclaimed Property Fund in
25 the name of the Settlement Class Member and/or PAGA Employee.

26 **Notice to the LWDA**

27 15. On May 30, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
28 LWDA through its online submission portal in compliance with California Labor Code § 2699()(2).

1 The LWDA has not objected or otherwise responded to the submission.

2 **The Settlement Is Fair and Reasonable**

3 ***Discovery and Informed Arms-Length Negotiations***

4 16. The Parties' settlement negotiations were at all times made at arm's-length and were
5 adversarial. The Settlement was reached following a full day of mediation with a highly respected
6 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in
7 additional negotiations in order to finalize the long-form agreement presently before the Court.

8 17. The Parties engaged in informal discovery prior to reaching a settlement at the
9 mediation. Prior to mediation, Defendant produced a random sampling of putative class members'
10 time and pay records. Defendant also produced its relevant wage and hour policies, two iterations of
11 its collective bargaining agreement, and information regarding the total number of putative class
12 members, the total number of former employees, the total workweeks worked by the putative class
13 members, and the average rate of pay for the putative class members. This allowed Class Counsel to
14 conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the
15 potential class-wide damages.

16 18. Based on the information exchanged, the Parties extensively briefed issues regarding
17 class certification and liability and provided their analyses to the Mediator who helped the Parties
18 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and
19 prepared to litigate this matter through class certification and trial if the Parties had been unable to
20 reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable
21 and experienced counsel. Class Counsel are respected members of the California State Bar with strong
22 records of vigorous and effective advocacy and are experienced in handling complex wage and hour
23 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act
24 intelligently in negotiating the Settlement.

25 19. Although the investigation and information discovered supports Plaintiff's contentions,
26 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
27 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

28 20. Class Counsel is aware of Defendant's defenses and arguments and have also taken

1 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
2 inherent in such litigation, including those involved in class and/or representative adjudication.
3 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
4 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
5 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
6 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

7 21. Defendant denied and continues to deny any liability and wrongdoing of any kind
8 associated with the claims alleged in the Action, and further denies that class certification is
9 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
10 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
11 claims. Defendant contended that Plaintiff's claims were not suitable for class certification because
12 individual issues would predominate should this case go to trial. As with all class actions, these
13 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
14 that the Court may deny class certification.

15 22. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
16 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
17 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
18 to request and analyze thousands of pages of documents, obtain the Class Members' contact
19 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
20 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
21 against a current employer. On the other hand, Defendant would likely be able to obtain the
22 cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial,
23 possible appeals would substantially delay any recovery by the Class.

24 23. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
25 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
26 California, and is within the accepted range of recoveries for this type of litigation given the inherent
27 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
28 litigation.

Attorneys' Fees and Costs

24. Class Counsel seeks thirty-three and one-third percent (33.33%) of the Gross Settlement Amount (i.e., \$109,989.00) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling an amount of Seventeen Thousand Nine Hundred Sixty-Seven Dollars and Sixty-One Cents (\$17,967.61). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

25. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter has translated into tangible monetary benefits for the Settlement Class Members, the State of California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of California, and the PAGA Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased substantially had the Action progressed through trial and/or appeals.

26. In the present case, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for the Class, the State of California, and the PAGA Employees. Considering the amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-three and one-third

1 percent (33.33%) of the Gross Settlement Amount (i.e., \$109,989.00) are reasonable and should be
2 awarded.

3 27. Blackstone was started in February 2018, representing plaintiffs in individual and
4 representative employment litigation. The firm has grown exponentially over the past eight-plus years,
5 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and
6 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
7 on other complex general litigation matters. Blackstone has been counsel of record on several class
8 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
9 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
10 matters as follows:

11 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
12 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
13 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
14 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
15 associate and remained employed there from September 2008 through August 2015. During his
16 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
17 employment, corporate, entertainment, and general business litigation matters, though his primary area
18 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
19 those cases, he was the only or primary attorney managing the case and thus obtained extensive
20 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
21 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
22 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
23 motions and pleadings, including dispositive and certification motions; strategized on all cases;
24 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
25 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
26 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
27 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
28 the cases he managed were highly publicized, with articles written about them in the Los Angeles

1 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
2 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
3 which is well within the prevailing rate for attorneys with his experience in this area of practice in
4 Southern California.

5 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
6 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
7 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
8 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
9 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve
10 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
11 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of
12 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

13 c. Danielle L. GruppChang is a senior associate attorney. She graduated from California
14 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
15 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
16 California Law San Francisco (formerly known as University of California Hastings College of the
17 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
18 practiced exclusively plaintiff's side labor and employment class and representative action law from
19 2017 through the present. Her hourly rate of \$825 is reasonable based on her education and experience
20 and is in line with the market rate.

21 d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
22 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
23 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
24 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
25 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
26 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her
27 hourly rate of \$750 is reasonable based on her education and experience and is in line with the market
28 rate.

e. I joined Blackstone Law, APC, in January 2024, after having worked for two years at another highly reputable employment law firm. Prior to working in employment law, I worked for over 14 years as a trusts and estates attorney, focused on special needs planning. During that time, I also worked as Court Appointed Counsel for the Los Angeles Superior Court, representing proposed conservatees. I graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, inter alia, researching and drafting pleadings, drafting, negotiating, and finalizing settlement agreements, engaging in motion practice, and claims evaluation and analysis. My hourly rate of \$750 is reasonable based on my education and experience and is in line with the market rate.

28. Class Counsel has spent approximately 208.6 total hours litigating this matter. To date, our total fees incurred amount to \$192,498.00. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	17.4	\$1,295	\$22,533
Barbara DuVan-Clarke	Senior Counsel	74.5	\$1,050	\$78,225
Danielle L. GruppChang	Senior Associate	56.2	\$825	\$46,365
P.J. Van Ert	Associate	32.6	\$750	\$24,450
Annabel Blanchard	Associate	27.9	\$750	\$20,925

29. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$199,998.00.

30. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Class Counsel seeks reimbursement of a total of Seventeen Thousand Nine Hundred Sixty-Seven Dollars and Sixty-One Cents (\$17,967.61) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

31. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payment

32. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Basilia Villa Magaña. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff has spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Basilia Villa Magaña submitted herewith details her work and efforts in bringing and litigating this matter through resolution, including

her own research, reviewing documents, extensive discussions with Class Counsel, and spending approximately 35–40 hours participating in this case, and supports the requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class Members.

Settlement Administration Costs

33. In Plaintiff’s Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Four Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$4,750.00). Apex Class Action LLC, the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement will not exceed Four Thousand Seven Hundred and Fifty Dollars (\$4,750.00).

Allocation to the LWDA

34. As part of the Settlement, Defendant has agreed to pay Thirty Thousand Dollars and Zero Cents (\$30,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) seventy-five percent (75%) of the PAGA Amount will be paid to the LWDA for education and enforcement purposes.

35. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*

1 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
2 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
3 in these approved settlements, the parties generally maximized statutory penalties and minimized
4 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
5 California Labor Code violations.

6 *Notice to the Class*

7 36. The Class Notice approved by the Court met the requirements for proper notice of
8 settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement
9 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed
10 to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the
11 Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice
12 described the proposed Settlement with enough specificity to allow each Class Member to make an
13 informed choice whether to accept and participate in it. It also explained how and when Class
14 Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date
15 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain
16 additional information about the Settlement.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct. Executed on June 10, 2026, at Los Angeles, California.

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20 *A. Blanchard*

21 Annabel Blanchard
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EXHIBIT 1

Complaint”) in the action entitled *Basilla Villa Magana v. CJKANTRG PA, LLC*, Los Angeles County Superior Court Case No. 23STCV28370, thereby commencing a putative representative PAGA action against Defendant (“PAGA Action”). The PAGA Complaint alleges a single cause of action for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

4. The PAGA Letter, the Class Action, and the PAGA Action shall collectively be referred to herein as the “Action.”

5. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

6. Class Counsel diligently investigated the class and PAGA claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices. The Parties have engaged in sufficient formal and informal discovery and investigation to assess the relative merits of the claims and contentions of the Parties.

7. On October 3, 2024, the Parties participated in mediation with Jonathan D. Andrews, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all non-exempt, hourly-paid individuals that worked for Defendant at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California, during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; (5) Workweeks worked for Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period (if applicable); and (7) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A.**”

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1 f. “Class Period” means the period from October 23, 2019, through December 2,
2 2024 (i.e., 60 days following mediation).

3 g. “Class Settlement” means the settlement and resolution of all Released Class
4 Claims.

5 h. “Court” means the Superior Court of the State of California for the County of
6 Los Angeles.

7 i. “Defendant’s Counsel” means Megan A. Childress of O’Hagan Meyer LLP.

8 j. “Effective Date” means the date when all of the following events have occurred:
9 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s
10 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
11 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
12 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
13 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
14 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the
15 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
16 the later of the following events: five business days after the period for filing any appeal, writ, or other
17 appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without
18 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other
19 appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five
20 business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final
21 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
22 remedies or relief.

23 k. “Employer Taxes” means the employer’s share of taxes and contributions in
24 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
25 in addition to the Gross Settlement Amount.

26 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in
27 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
28 Employees, and general release of claims, as set forth in Paragraph 13.

1 m. “Final Approval” means the determination by the Court that the Settlement is
2 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

3 n. “Final Approval Hearing” means the hearing at which the Court will consider
4 and determine whether the Settlement should be granted Final Approval.

5 o. “Final Approval Order and Judgment” means the order granting final approval
6 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
7 Parties, and subject to approval by the Court.

8 p. “Gross Settlement Amount” means the amount of Three Hundred Thirty
9 Thousand Dollars (\$330,000) to be paid by Defendant in full satisfaction of the Action, Released Class
10 Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement
11 Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to
12 the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to
13 the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the
14 Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to
15 increase, as provided in Paragraph 16.

16 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
17 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
18 calculated in accordance with Paragraph 18.

19 r. “Individual Settlement Payment” means the net payment of each Settlement
20 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
21 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
22 Paragraph 17.

23 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
24 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
25 in accordance with Paragraph 17.

26 t. “LWDA Payment” means the amount of Twenty-Two Thousand Five Hundred
27 Dollars (\$22,500), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA
28 under the PAGA Settlement, as set forth in Paragraph 14.

1 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount
2 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
3 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
4 Settlement Administration Costs.

5 v. “Notice of Objection” means a Settlement Class Member’s written objection to
6 the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b)
7 contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of
8 the objector’s Social Security number; (c) contain a written statement of all grounds for the objection
9 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other
10 documents upon which the objection is based; and (e) be returned by mail to the Settlement
11 Administrator at the specified address, postmarked on or before the Response Deadline.

12 w. “PAGA Amount” means the allocation of Thirty Thousand Dollars (\$30,000)
13 from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the
14 PAGA Amount, or \$22,500, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining
15 twenty-five percent (25%), or \$7,500, will be distributed to the PAGA Employees (i.e., the PAGA
16 Employee Amount).

17 x. “PAGA Employees” means all non-exempt, hourly-paid individuals that
18 worked for Defendant at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa
19 Fe Springs, California, during the PAGA Period.

20 y. “PAGA Employee Amount” means the amount of Seven Thousand Five
21 Hundred (\$7,500), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro*
22 *rata* basis based on their Pay Periods.

23 z. “PAGA Period” means the period from September 14, 2022 (i.e., one year prior
24 to the submission of pre-filing PAGA notice letter) through December 2, 2024 (i.e., 60 days following
25 mediation).

26 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
27 Claims.

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1 bb. “Pay Periods” means the number of pay periods each PAGA Employee worked
2 for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period,
3 which will be calculated by the Settlement Administrator by using the employee’s start date at the Del
4 Monte Fresh Produce facility through the date the employee’s assignment at the Del Monte Fresh
5 Produce facility ended, if applicable.

6 cc. “Preliminary Approval” means the date on which the Court enters the
7 Preliminary Approval Order.

8 dd. “Preliminary Approval Order” means the order granting preliminary approval
9 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
10 the Court.

11 ee. “Released Class Claims” means any and all claims, damages, debts, liabilities,
12 demands, obligations, penalties, actions or causes of action of any time, arising under state, federal, or
13 local law, whether statutory, common law, or administrative law, at any time during the Class Period,
14 that were alleged, or reasonably could have been alleged, based on the facts stated in the operative
15 complaints in the Action and ascertained in the course of the Action, including but not limited to (1)
16 failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide compliant
17 meal periods and premium payments in lieu thereof, (4) failure to provide compliant rest periods and
18 premiums payments in lieu thereof, (5) failure to timely pay wages during employment, (6) failure to
19 provide accurate wage statements, (7) failure to timely pay wages upon termination, (8) failure to
20 reimburse necessary business expenses, and (9) for violations of California Business & Professions
21 Code Section 17200, *et seq.*

22 ff. “Released PAGA Claims” means all claims for PAGA civil penalties, interest,
23 fees or costs alleged in and/or arising out of the facts alleged in the operative complaints in the Action,
24 and/or Plaintiff’s administrative exhaustion letter submitted other LWDA (i.e., PAGA Letter) arising
25 during the PAGA Settlement Period, including but not limited to penalties that could have been
26 awarded pursuant to Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
27 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
28 Orders. Plaintiff will release all claims for Released PAGA Claims.

1 gg. “Released Parties” means Defendant and its current and former officers,
2 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
3 assigns.

4 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
5 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
6 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
7 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
8 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
9 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

10 ii. “Response Deadline” means the deadline by which Class Members must submit
11 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
12 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
13 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
14 case the Response Deadline will be extended to the next day on which the United States Postal service
15 is open. The Response Deadline may also be extended by express agreement between Class Counsel
16 and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the
17 Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the
18 original Response Deadline.

19 jj. “Settlement Administrator” means Apex Class Action LLC, or any other third-
20 party class action settlement administrator agreed to by the Parties and approved by the Court for
21 purposes of administering the Settlement. The Parties and their counsel each represent that they do
22 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
23 the Settlement Administrator that could create a conflict of interest.

24 kk. “Settlement Administration Costs” means the costs payable from the Gross
25 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
26 Paragraph 15.

27 ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
28 who do not submit a timely and valid Request for Exclusion.

1 mm. "Workweeks" means the number of weeks each Class Member worked for
2 Defendant as a non-exempt, hourly-paid employee at the Del Monte Fresh Produce facility located at
3 10730 Patterson Place, Santa Fe Springs, California during the Class Period, which will be calculated
4 by the Settlement Administrator by using the employee's start date at the Del Monte Fresh Produce
5 facility through the date the employee's assignment at the Del Monte Fresh Produce facility ended, if
6 applicable.

7 nn. "Workweeks Dispute" means a letter submitted by a Class Member disputing
8 the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)
9 contain the case name and number of the Class Action; (b) contain the Class Member's full name,
10 signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security
11 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods
12 credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee
13 contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the
14 specified address, postmarked on or before the Response Deadline.

15 **CLASS CERTIFICATION**

16 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
17 Class.

18 11. The Parties agree that certification for the purpose of settlement is not an admission
19 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
20 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
21 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
22 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
23 non-settlement context.

24 **TERMS OF THE AGREEMENT**

25 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
26 forth herein, the Parties agree, subject to the Court's approval, as follows:

27 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
28 or motion by Class Counsel for attorneys' fees in the amount up to thirty-three and one-third percent

(33.33 %) of the Gross Settlement Amount (i.e., \$109,989 if the Gross Settlement Amount is \$330,000) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Five Thousand Dollars (\$5,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to his Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Thirty Thousand Dollars (\$30,000) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$22,500, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$7,500, will be distributed to PAGA

Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Four Thousand Seven Hundred and Fifty Dollars (\$4,750.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. Escalator Clause. Defendant has represented that the Class Members worked a total of 3,731 Workweeks during the Class Period. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 3,731 by more than 10%, then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% buffer. For example, if the number of Workweeks increases by 11%, then the Gross Settlement Amount will increase by 1%. Defendant will have the discretion to end the Class Period when Workweeks hit the 10% threshold (i.e., 4,104 workweeks). If Defendant opts to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated

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to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains thirty-three and one-third percent after the upward adjustment required by the provision is implemented.

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to each Settlement Class Member's final Individual Settlement Share.

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent (90%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their

Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

20. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

21. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE

1 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
2 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
3 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
4 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
5 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEEMNT BASED UPON THE
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
7 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
8 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
9 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
10 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
11 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
12 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
13 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
14 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
15 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

16 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
17 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
18 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement
19 shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional
20 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest,
21 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
22 Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K
23 benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary
24 language or agreement in any benefit or compensation plan document that might have been in effect
25 during the Class Period).

26 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
27 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
28 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement

1 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
2 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose
3 the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By
4 way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the
5 following:

- 6 a. Conditionally certifying the Class for settlement purposes only;
- 7 b. Granting Preliminary Approval of the Settlement;
- 8 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 9 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 10 e. Approving as to form and content, the mutually-agreed upon and proposed
11 Class Notice and directing its mailing by First Class U.S. Mail;
- 12 f. Approving the manner and method for Class Members to request exclusion
13 from or object to the Class Settlement as contained herein and within the Class Notice;
- 14 g. Scheduling a Final Approval Hearing at which the Court will determine whether
15 Final Approval of the Settlement should be granted.

16 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
17 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
18 approval of the Settlement.

19 26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
20 Defendant will provide the Class List to the Settlement Administrator.

21 27. Notice by First-Class U.S. Mail.
22 a. Within seven (7) calendar days after receiving the Class List from Defendant,
23 the Settlement Administrator will perform a search based on the National Change of Address Database
24 or any other similar services available, such as provided by Experian, for information to update and
25 correct for any known or identifiable address changes, and will mail a Class Notice in English and
26 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
27 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
28 Administrator.

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2 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
3 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
4 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
5 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
6 attempt to determine the correct address using a skip-trace or other search, using the name, address,
7 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
8 calendar days.

9 c. Compliance with the procedures described herein above shall constitute due and
10 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
11 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
12 provide notice of the Settlement.

13 28. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA
14 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which
15 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and
16 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the
17 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
18 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence
19 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks
20 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records
21 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA
22 Employee produces information and/or documents to the contrary, the Settlement Administrator will
23 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement
24 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
25 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The
26 Settlement Administrator's decision on such disputes will be final and non-appealable.

27 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
28 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the

1 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
2 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
3 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
4 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
5 submitted, and also identify the individuals who have submitted a timely and valid Request for
6 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
7 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
8 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
9 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
10 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
11 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
12 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
13 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
14 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
15 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
16 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
17 submit a Request for Exclusion.

18 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
19 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
20 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
21 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
22 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
23 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
24 and complete and which were not), and also attach them to a declaration that is to be filed with the
25 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
26 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
27 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
28 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of

whether they have submitted a Notice of Objection.

31. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Workweeks Dispute.

32. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

33. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion

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2 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
3 Approval Order and Judgment, which will provide for, in substantial part, the following:

4 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
5 consummation of its terms and provisions;

6 b. Certification of the Settlement Class;

7 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

8 d. Approval of the application for Enhancement Payment to Plaintiff;

9 e. Directing Defendant to fund all amounts due under the Settlement Agreement
10 and ordered by the Court; and

11 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
12 conformity with California Rules of Court 3.769 and the Settlement Agreement.

13 35. Funding of the Gross Settlement Amount. No later than twenty-one (21) business days
14 after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified
15 Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be
16 established by the Settlement Administrator. Defendant shall provide all information necessary for
17 the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit
18 state unemployment insurance tax ID number, and other information requested by the Settlement
19 Administrator, no later than five (5) business days after the Effective Date.

20 36. Distribution of the Gross Settlement Amount. Within five (5) business days of the
21 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
22 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
23 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
24 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
25 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
timely forward these to the appropriate government authorities.

26 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
27 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
28 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the

PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class Members and PAGA Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

38. Class Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

39. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

40. Plaintiff's General Release. In addition to the release of her claims brought or which could have been brought in the Class Action and PAGA Action as a Class Member and a PAGA

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2 Employee as defined herein, Plaintiff has entered into a separate agreement regarding the general
3 release of her claims against Defendant and Released Parties.

4 41. Final Approval Order and Judgment. The Parties shall provide the Settlement
5 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
6 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
7 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
8 Class will be required.

9 42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
10 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
11 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
12 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
13 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
14 Settlement Agreement.

15 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the
16 Settlement Agreement shall have the following effects:

17 a. The Settlement Agreement shall be void and shall have no force or effect, and
18 no Party shall be bound by any of its terms;

19 b. In the event the Settlement Agreement is terminated, Defendant shall have no
20 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
21 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
22 Administrator is notified that the Settlement has been terminated;

23 c. The Preliminary Approval Order, Final Approval Order and Judgment,
24 including any order certifying the Class, shall be vacated;

25 d. The Settlement Agreement and all negotiations, statements, and proceedings
26 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
27 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

28 e. Neither this Settlement Agreement, nor any ancillary documents, actions,

statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

44. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

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

46. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure § 583.310), except such proceedings necessary to implement and complete this Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

48. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this

1 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
2 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
3 constitute a waiver of any other provision.

4 49. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
6 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
7 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
8 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
9 full authority to enter into this Settlement Agreement, and further intend that this Settlement
10 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
11 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
12 confidentiality provisions that otherwise might apply under state or federal law.

13 50. Signatories. It is agreed that because the members of the Class are so numerous, it is
14 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
15 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
16 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
17 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
18 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
19 Member and PAGA Employee.

20 51. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
21 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

22 52. California Law Governs. All terms of this Settlement Agreement and attached exhibits
23 hereto will be governed by and interpreted according to the laws of the State of California.

24 53. Execution and Counterparts. This Settlement Agreement is subject only to the
25 execution of all Parties. However, this Settlement Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
27 copies of the signature page, will be deemed to be one and the same instrument.

28 54. 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

1 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
2 account all relevant factors, present and potential. The Parties further acknowledge that they are each
3 represented by competent counsel and that they have had an opportunity to consult with their counsel
4 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
5 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
6 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
7 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

12 56. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
13 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
14 to implement the Settlement.

15 57. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
16 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
17 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
18 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
19 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
20 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
21 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
22 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
23 construed as an admission or concession by Defendant of any such violations or failures to comply
24 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
25 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
26 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
27 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
28 federal, state, local or other applicable law.

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2 58. Captions. The captions and paragraph numbers in this Settlement Agreement are
3 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
4 intent of the provisions of this Settlement Agreement.

5 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
6 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
7 construed more strictly against one Party than another merely by virtue of the fact that it may have
8 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
9 negotiations between the Parties, all Parties have contributed equally to the preparation of this
10 Settlement Agreement.

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

15 61. All Terms Subject to Final Court Approval. All amounts and procedures described in
16 this Settlement Agreement herein will be subject to final Court approval.

17 62. Notices. All notices, demands, and other communications to be provided concerning
18 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
19 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
20 as follows:

21 To Plaintiffs and Class Counsel:

22 Jonathan M. Genish

23 jgenish@blackstonepc.com

24 Barbara DuVan-Clarke

25 BDC@blackstonepc.com

26 Danielle GruppChang

27 dgruppchang@blackstonepc.com

28 P.J. Van Ert

pjvanert@blackstonepc.com

Annabel Blanchard

ablanchard@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:
Megan A. Childress
O'Hagan Meyer LLP
550 S. Hope St. #2400
Los Angeles, California 90071

63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

64. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF BASILIA VILLA MAGANA

Basilias Villa Magana

Dated: 19/11/2025

Basilias Villa Magana

DEFENDANT CJKANTRG PA, LLC

Dated: _____

Full Name: _____

Title: _____

On behalf of CJKANTRG PA, LLC

*****Rest of page intentionally blank*****

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:
Megan A. Childress
O'Hagan Meyer LLP
550 S. Hope St. #2400
Los Angeles, California 90071

63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

64. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF BASILIA VILLA MAGANA

Dated: _____

Basilias Villa Magana

DEFENDANT CJKANTRG PA, LLC

Dated: 11/19/2025



Full Name: Ron Lewars

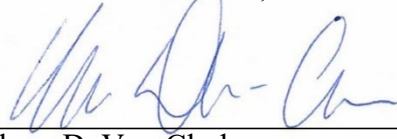
Title: VP of Risk Mgmt.

On behalf of CJKANTRG PA, LLC

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2 **APPROVED AS TO FORM ONLY:**

3 **BLACKSTONE LAW, APC**

4
5 

6 Dated: 11/20/2025

7 Barbara DuVan-Clarke
8 *Attorneys for Plaintiff Basilia Villa Magana*
9 *and Proposed Class Counsel*

10 **O'HAGAN MEYER LLP**

11 Dated: _____

12 Megan A. Childress
13 *Attorneys for Defendant CJKANTRG PA, LLC*

1
2 **APPROVED AS TO FORM ONLY:**

3 **BLACKSTONE LAW, APC**

4
5 Dated: _____

6 _____
7 Barbara DuVan-Clarke
8 *Attorneys for Plaintiff Basilia Villa Magana*
9 *and Proposed Class Counsel*

10 **O'HAGAN MEYER LLP**

11 Dated: 11/21/25
12 _____

13 _____
14 
15 Megan A. Childress
16 *Attorneys for Defendant CJKANTRG PA, LLC*

NOTICE OF CLASS ACTION SETTLEMENT

Basilia Villa Magana v. CJKANTRG PA, LLC **Superior Court of California for the County of Los Angeles, Case No. 23STCV25886**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Basilia Villa Magana ("Plaintiff") and Defendant CJKANTRG PA, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Basilia Villa Magana v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means non-exempt, hourly-paid individuals that worked for Defendant at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California, during the Class Period.

"Class Period" means the period from October 23, 2019, through December 2, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all non-exempt, hourly-paid individuals that worked for Defendant at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California, during the PAGA Period.

"PAGA Period" means the period from September 14, 2022 through December 2, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 14, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On October 23, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On November 20, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* ("PAGA Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement.

The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Basilia Villa Magana as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Annabel Blanchard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-three and one-third percent (33.33%) of the Gross Settlement Amount (i.e., \$109,989 if the Gross Settlement Amount is \$330,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for her services in the Action; (3) the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$22,500.00) (“LWDA Payment”) and the remaining 25% (\$7,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Four Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$4,750.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt, hourly-paid employee at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California during the Class Period, which will be calculated by the Settlement Administrator by using the employee’s start date at the Del Monte Fresh Produce facility through the date the employee’s assignment at the Del Monte Fresh Produce facility ended, if applicable. (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class

Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, which will be calculated by the Settlement Administrator by using the employee's start date at the Del Monte Fresh Produce facility through the date the employee's assignment at the Del Monte Fresh Produce facility ended, if applicable. ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From October 23, 2019 through December 2, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From September 14, 2022 through December 2, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Dispute must: (a) contain the case name and number of the Class Action (*Basilla Villa Magana v. CJKANTRG PA, LLC*, Case No. 23STCV25886); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and

withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaints in the Action, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaints in the Action, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-three and one-third percent (33.33%) of the Gross Settlement Amount (i.e., \$109,989.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that her is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Four Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$4,750.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Basilla Villa Magana v. CJKANTRG PA, LLC*, Case No. 23STCV25886); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Class Action (*Basilla Villa Magana v.*

CJKANTRG PA, LLC, Case No. 23STCV25886); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/laccligibility/ui/civil.aspx?casetype=ci>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

EXHIBIT 2

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Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Danielle L. GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Annabel Blanchard (State Bar No. 258135)
ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff,
BASILIA VILLA MAGANA

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

BASILIA VILLA MAGANA, individually,
and on behalf of others similarly situated

Plaintiff,

vs.

CJKANTRG PA, LLC; and DOES 1 through
25, inclusive,

Defendants.

Case No. 23STCV25886
(Related to Case No. 23STCV28370)

Honorable David S. Cunningham
Department 11

**~~[REVISED PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: October 23, 2023
Trial Date: Not Set

~~[REVISED PROPOSED]~~ ORDER

On December 10, 2025 at 3:30 p.m. in Department 11 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Basilia Villa Magana’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable David S. Cunningham. Blackstone Law, APC appeared on behalf of Plaintiff and O’Hagan Meyer LLP appeared on behalf of Defendant CJKANTRG PA, LLC (“Defendant”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit C to the Supplemental Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys’ Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

All non-exempt, hourly-paid individuals who worked for Defendant at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California, during the Class Period.

(The Class Period is defined as the period from October 23, 2019 through December 2, 2024)

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiff Basilia Villa Magana as the representative of the Class ("Class Representative").

9. The Court provisionally appoints Apex Class Action LLC to handle the administration of the Settlement ("Settlement Administrator").

10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the

1 Settlement Administrator with the following information about each Class Member: full name, last
2 known mailing address, Social Security number, dates worked for Defendant during the Class Period,
3 Workweeks worked for Defendant during the Class Period, Pay Periods worked for Defendant during
4 the PAGA Period (if applicable), and such other information as is necessary for the Settlement
5 Administrator to calculate Workweeks and Pay Periods (if applicable) (collectively referred to as the
6 “Class List”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
8 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
9 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
10 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
11 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
12 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
13 submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to
14 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
15 The Court further finds that distribution of the Class Notice substantially in the manner and form set
16 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
17 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
18 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
19 the Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven
20 (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement
21 Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
25 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
26 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
27 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
28 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original

1 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
2 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
3 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
4 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
5 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
6 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
7 bound by the Settlement Agreement and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on
9 July 6, 2026 at 10:00 am a.m./p.m. in Department 11 of the Los Angeles
10 County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
11 California 90012, to determine all necessary matters concerning the Settlement, including: whether
12 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
13 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
14 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
15 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA
16 Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs,
17 Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
19 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
20 appropriate declarations and supporting evidence, including the Settlement Administrator's
21 declaration, by June 10, 2026, to be heard at the Final Approval Hearing.

22 15. To object to the Class Settlement in writing, a Settlement Class Member must submit
23 their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The
24 Notice of Objection must be signed and must contain the information that is required, as set forth in
25 the Class Notice, including and not limited to the grounds for the objection. Settlement Class
26 Members, individually or through counsel, may also present their objection orally at the Final
27 Approval Hearing, regardless of whether they have submitted a Notice of Objection.

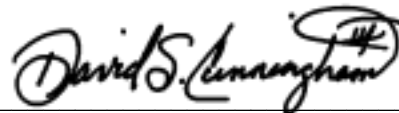
28 16. In the event the Settlement does not become effective in accordance with the terms of

1 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
2 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
3 the parties shall revert back to their respective positions as of before entering into the Settlement
4 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
5 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

6 17. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
8 Members and retains jurisdiction to consider all further applications arising out of or connected with
9 the Settlement.

10 **IT IS SO ORDERED.**

11 Dated: 12/10/2025



Honorable David S. Cunningham
Judge of the Superior Court

1 EXHIBIT 1

2 **NOTICE OF CLASS ACTION SETTLEMENT**

3 *Basilia Villa Magana v. CJKANTRG PA, LLC*

4 Superior Court of California for the County of Los Angeles, Case No. 23STCV25886

5 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

6 **You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

7 **You do not need to take any action to receive a settlement payment.**

8 **This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

9 **YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Basilia Villa Magana ("Plaintiff") and Defendant CJKANTRG PA, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Basilia Villa Magana v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

13 **I. IMPORTANT DEFINITIONS**

14 "Class" or "Class Member(s)" means non-exempt, hourly-paid individuals that worked for Defendant at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California, during the Class Period.

16 "Class Period" means the period from October 23, 2019, through December 2, 2024.

17 "Class Settlement" means the settlement and resolution of all Released Class Claims.

18 "PAGA Employee(s)" means all non-exempt, hourly-paid individuals that worked for Defendant at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California, during the PAGA Period.

20 "PAGA Period" means the period from September 14, 2022 through December 2, 2024.

22 "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

23 **II. BACKGROUND OF THE ACTION**

24 On September 14, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On October 23, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On November 20, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* ("PAGA Complaint") in the Action.

27 Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and

1 Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys
2 General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among
3 other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses,
4 restitution, penalties, interest, and attorneys’ fees and costs.

5 Defendant denies all of the allegations in the Action or that it violated any law.

6 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached
7 a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement
8 (“Settlement” or “Settlement Agreement”).

9 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The
10 Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement
11 Administrator”), Plaintiff Basilia Villa Magana as representative of the Class (“Class Representative”), and the
12 following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

13 Jonathan M. Genish
14 Barbara DuVan-Clarke
15 Danielle GruppChang
16 P.J. Van Ert
17 Annabel Blanchard

18 **Blackstone Law, APC**

19 8383 Wilshire Boulevard, Suite 745

20 Beverly Hills, California 90211

21 Tel: (310) 622-4278 / Fax: (855) 786-6356

22 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you
23 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an
24 Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay
25 Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a
26 PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have
27 the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound
28 to the PAGA Settlement if the Court grants final approval of the Settlement.

18 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is
19 intended or will be construed as an admission by Defendant that the claims in the Action have merit or that
20 Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their
21 respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued
22 litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the
23 State of California, and PAGA Employees.

24 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

25 **A. Settlement Formula**

26 The total gross settlement amount is Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00) (the
27 “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class
28 Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross
Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees,
in an amount not to exceed thirty-three and one-third percent (33.33%) of the Gross Settlement Amount (i.e.,
\$109,989 if the Gross Settlement Amount is \$330,000), and reimbursement of litigation costs and expenses, in
an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2)
Enhancement Payment in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff
for her services in the Action; (3) the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) allocated
toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be
paid 75% (\$22,500.00) (“LWDA Payment”) and the remaining 25% (\$7,500.00) will be distributed to PAGA

Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Four Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$4,750.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt, hourly-paid employee at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California during the Class Period, which will be calculated by the Settlement Administrator by using the employee’s start date at the Del Monte Fresh Produce facility through the date the employee’s assignment at the Del Monte Fresh Produce facility ended, if applicable. (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, which will be calculated by the Settlement Administrator by using the employee’s start date at the Del Monte Fresh Produce facility through the date the employee’s assignment at the Del Monte Fresh Produce facility ended, if applicable. (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- From October 23, 2019 through December 2, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.
- From September 14, 2022 through December 2, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.

1 If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in
2 writing to the Settlement Administrator (“Workweeks Dispute”). The Dispute must: (a) contain the case name
3 and number of the Class Action (*Basilla Villa Magana v. CJKANTRG PA, LLC*, Case No. 23STCV25886); (b)
4 contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security
number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what
you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified
address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

5 **C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if**
6 **applicable)**

7 As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable)
8 is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

9 **Under the terms of the Settlement, your Individual Settlement Share is estimated to be**
10 **\$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s**
11 **share of taxes and withholdings with respect to the wages portion of the Individual**
12 **Settlement Share and will only be distributed if the Court approves the Settlement and**
13 **after the Settlement goes into effect.**

14 **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be**
15 **\$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the**
16 **Settlement goes into effect.**

17 The settlement approval process may take multiple months. Your Individual Settlement Share and Individual
18 PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual
19 Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

20 **D. Release of Claims**

21 Upon full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed
22 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
23 Parties of all Released Class Claims.

24 Upon full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA
25 Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled,
26 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

27 “Released Class Claims” means any and all claims which were alleged or which could have been reasonably
28 alleged based on the factual allegations in the Operative Complaints in the Action, arising during the Class
Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum
wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during
employment and upon termination, provide accurate wage statements, and reimburse necessary business-related
expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and
California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA
Letter and the Operative Complaints in the Action, arising during the PAGA Period, for civil penalties under
the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically
include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
and rest periods and associated premium payments, timely pay wages during employment and upon termination,
provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary
business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7,

510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-three and one-third percent (33.33%) of the Gross Settlement Amount (i.e., \$109,989.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that her is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Four Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$4,750.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

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1 **VI. ADDITIONAL INFORMATION**

2 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the
3 Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on
4 file with the Court.

5 You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk
6 Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the
7 following website: <https://www.lacourt.org/casesummary/ui/>

8 You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

9 **PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR**
10 **INFORMATION REGARDING THIS SETTLEMENT.**

11 **IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT**
12 **THE FOLLOWING TOLL-FREE NUMBER: [REDACTED], OR YOU MAY ALSO CONTACT CLASS**
13 **COUNSEL.**

EXHIBIT 3

- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative

wage and hour action pursuant to PAGA.

- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final

settlement of wage and hour class and PAGA action.

- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of

representative wage and hour action pursuant to PAGA.

- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA

- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No.

CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles

County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

List of Expenses Items - 3/12/2026

Date	Type of Expense	Title	Amount
4/7/2023	Mailing	Welcome Package - Basilia Villa Magana	\$1.50
7/6/2023	Mailing	Basilia Villa Magana Records Request - Cjkantrg Pa. LLC. Wyomissing	\$8.10
7/6/2023	Mailing	Basilia Villa Magana Records Request - Cjkantrg Pa. LLC. Santa Fe	\$8.10
9/14/2023	Filing	PAGA Letter Submission to the LWDA	\$75.00
9/14/2023	Mailing	Cjkantrg Pa LLC. (Representative) - PAGA Letter	\$8.53
9/14/2023	Mailing	Cjkantrg Pa LLC. - PAGA Letter	\$8.53
10/24/2023	Filing	Steno - Complaint Packet	\$1,997.20
11/9/2023	Filing	Steno - SOP	\$213.45
11/20/2023	Filing	Steno - Complaint Packet (PAGA)	\$647.20
11/22/2023	Filing	Steno - SOP (PAGA)	\$206.95
11/29/2023	Filing	Steno - Peremptory Challenge to Judicial Officer (PAGA)	\$175.00
1/18/2024	Filing	Steno - Joint Status Conference Statement	\$59.95
6/4/2024	Other	Case Anywhere - System Access Fee	\$117.60
7/9/2024	Mediation	Payment to Signature Resolution	\$7,495.00
8/8/2024	Consulting	Payment to Berger Consulting	\$4,455.00
9/5/2024	Other	Case Anywhere - System Access Fee	\$147.00
10/9/2024	Consulting	Payment to Berger Consulting Group	\$540.00
12/6/2024	Other	Case Anywhere - System Access Fee	\$147.00
1/22/2025	Filing	Steno - Notice of Settlement	\$59.95
1/29/2025	Filing	Steno - Joint Notice of Settlement (PAGA)	\$59.95
2/4/2025	Filing	Steno - Notice of Remote Appearance (PAGA)	\$59.95
3/13/2025	Other	Case Anywhere - System Access Fee	\$165.00
4/4/2025	Other	Case Anywhere - System Access Fee	\$49.00
5/2/2025	Other	Case Anywhere - System Access Fee	\$49.00
6/4/2025	Filing	Steno - Proof of Service	\$59.95
6/5/2025	Filing	Steno - Stipulation and Order	\$86.95
6/9/2025	Filing	Steno - Motion for Preliminary Approval and Supporting Docs.	\$140.95
6/18/2025	Other	Case Anywhere - System Access Fee	\$49.00
7/1/2025	Other	Case Anywhere - System Access Fee	\$97.00
8/4/2025	Other	Case Anywhere - System Access Fee	\$49.00
9/2/2025	Other	Case Anywhere - System Access Fee	\$49.00
10/1/2025	Other	Case Anywhere - System Access Fee	\$49.00
11/3/2025	Other	Case Anywhere - System Access Fee	\$49.00
11/24/2025	Filing	Steno - Supplemental MPA papers	\$59.95
12/30/2025	Other	Case Anywhere - System Access Fee	\$67.00
1/2/2026	Other	Case Anywhere - System Access Fee	\$49.00
2/2/2026	Other	Case Anywhere - System Access Fee	\$49.00
3/2/2026	Other	Case Anywhere - System Access Fee	\$49.00
4/1/2026	Other	Case Anywhere - System Access Fee	\$49.00
	Filing	Estimated Cost - Steno: Motion for Final Approval ("MFA") and Supporting Documents	\$ 140.95
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order (MFA)	\$ 59.95
	Filing	Estimated Cost - Steno: Administrator's Final Report	\$ 59.95
		Total:	\$ 17,967.61