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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

WALLACE CARTER; SHADDI
MACHARIA; and ALFREDO CASTANEDA,
individually and on behalf of all other others
similarly situated,

Plaintiffs,

vs.

READY PAC FOODS INCORPORATED;
BONDUELLE INCORPORATED;
BONDUELLE USA INC; BONDUELLE US
HOLDING INC.; BONDUELLE FRESH
AMERICAS; OTS SOLUTIONS, LLC;
SALAD TIME, LLC; MISSA BAY, LLC;
READY PAC FLORENCE PARTNERSHIP;
and DOES 2 through 50, inclusive,

Defendants.

Case No.: 24PSCV00259

CLASS ACTION

Assigned for All Purposes To:
Hon. Carolyn B. Kuhl
Dept. 12

**DECLARATION OF ALFREDO
CASTANEDA IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT**

Date: July 17, 2026
Time: 11:00am
Dept.: 7

DECLARATION OF ALFREDO CASTANEDA

I, Alfredo Castaneda, declare:

1. I am over the age of eighteen and submit this Declaration in support of the Motion for Final Approval of the Class Action and PAGA Settlement Agreement ("Settlement Agreement") entered into between me, Plaintiffs WALLACE CARTER AND SHADDI MACHARIA, on behalf of ourselves and other similarly situated, the general public, and aggrieved employees, and Defendants READY PAC FOODS INCORPORATED; READY PAC PRODUCE, INC., OTS SOLUTIONS, LLC. ("Defendants.") I understand that I am submitting this Declaration in support of final Settlement approval in this action and my requested Enhancement Award of up to \$10,000.00. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am currently a resident of Los Angeles County, California and I was employed by Defendants as an hourly employee from August of 2021 and until October 25, 2022. During my employment with Defendants, I was employed as a non-exempt sanitation worker.

3. From my experience, and the documents and information I have reviewed from this action, I believe Defendants' policies are or were uniformly applied to all employees of Defendants in California. I believe I have been similarly situated with the other Class Members as they have been defined in the Settlement Agreement.

4. I understand that I am asking to be approved to serve as a Class Representative for the Settlement Class in this action, which I understand is defined as all persons employed in California by Ready Pac Foods, Inc., Ready Pac Produce, Inc., or OTS Solutions, LLC or Eclipse Advantage LLC (and assigned to a Ready Pac location) and classified as a non-exempt hourly employee during the Class Period, which is from September 8, 2022 through May 11, 2025. I also understand that I am serving as a representative plaintiff on behalf of other similarly situated and aggrieved employees in California in connection with the class action and representative claims.

5. I retained the law firm of D.Law, Inc. to represent me in this class action lawsuit against Defendants for the alleged practices and violations as now stated in the operative First Amended Complaint. The operative complaint presently asserts eleven causes of action for 1)

1 Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); 2) Failure to
 2 Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); 3) Failure to Pay Hourly Wages
 3 and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); 4) Failure to
 4 Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); 5) Failure to Timely Pay All
 5 Final Wages (Lab. Code §§ 201, 202 and 203); 6) Failure to Pay Wages Due, Negotiable and
 6 Payable in Cash on Demand (Lab. Code §§ 212 and 213); 7) Failure to Indemnify (Lab. Code §
 7 2802); 8) Failure to Pay Reporting Time Pay in Violation of the IWC Wage Orders; 9) Failure to
 8 Pay Split Shift Pay in Violation of the IWC Wage Orders; 10) Unfair Competition (Bus. & Prof.
 9 Code §§ 17200 et seq.) and 11) Civil Penalties pursuant to the Private Attorneys General Act
 10 (“PAGA”), Labor Code § 2698.

11 6. The operative Complaint resulted from multiple conversations I had with my
 12 attorneys and their staff regarding Defendant’s policies and practices. I also understand that the
 13 operative Complaint has alleged, among other things, that Class Members were consistently
 14 required to perform work, off-the-clock, for which they were not paid wages. Specifically, Class
 15 Members and I were systemically required to undergo mandatory temperature checks, prior to
 16 clocking in, and when arriving to work, as well as returning to work from unpaid meal periods.
 17 That uncompensated working time was under the direction and control of Defendants, for which
 18 no wages were paid.

19 7. I further understand the operative Complaint has alleged that Defendants denied me
 20 and Class Members the opportunity to teak meal periods in compliance with California law.
 21 Specifically, Class Members’ and my meal periods were consistently interrupted by the mandatory
 22 temperature checks discussed above. Additionally, these mandatory temperature checks delayed
 23 the commencement of our meal periods until after the completion of the fifth hour of work. Class
 24 Members and I were not provided with meal periods of at least thirty (30) minutes for each five (5)
 25 hour work period due to (1) Defendants’ policy of not scheduling each meal period as part of each
 26 work shift; (2) no formal written meal policy that encouraged employees to take their meal
 27 periods, or that advised Class Members of their meal and rest period rights; (3) Defendants’ policy
 28 and practice of systematically and routinely clocking out for and/or otherwise altering the

1 timekeeping records of me and Class Members; and (4) Defendants' practice of requiring me and
2 class members to continue working through our meal and rest periods due to the excessive
3 workload, understaffing, inadequate coverage, unreasonably high expectations, and/or other
4 actions, inactions, or decisions made by and within the sole control and discretion of Defendants.

5 8. The complaint further alleges that Defendants maintained a policy or practice of not
6 providing me and Class Members of with net rest period of at least ten uninterrupted minutes for
7 each four-hour work period. The complaint also alleges that Defendants failed to pay the legally
8 required premium at their regular rate of pay whenever rest periods were missed, interrupted, or
9 late. Moreover, the complaint alleges that Defendants implemented a common policy and practice
10 of failing to pay me and Class Members proper wages due, negotiable and payable in cash or on
11 demand, reporting time pay, and split shift pay the proper rates of pay. Specifically, Defendants
12 issued pay cards to me and Class Members for wages earned. However, these pay cards were
13 useable for a fee and did not have a provision for use and payment in California at no cost to the
14 employee.

15 9. The operative complaint also alleges that Class Members and I were not provided
16 with accurate wage statements as mandated by law due to Defendants' failure to include all
17 required information (including total hours worked, net wages earned, and applicable hourly rates
18 in effect) on the wage statements.

19 10. The operative complaint also alleges that Class Members and I were not
20 reimbursed for all necessary business expenses, including the purchase of cellular phone plans and
21 phone applications required by Defendants, the use of our personal cellular phones during our
22 work hours. Class Members and I were not reimbursed for these expenses.

23 11. I believe that I am similarly situated to all other Class Members and aggrieved
24 employees who worked for Defendants during the Class Period and who were similarly affected
25 by Defendants' policies and practices. I believe my claims against Defendants are typical of the
26 other Class Members, as the claims asserted in the operative Complaint and are also shared by the
27 other Class Members.

28 12. From the beginning of my involvement in this case and prior to filing the initial

1 Complaint, my attorneys informed me about what it meant to be a Class Representative. I
2 understood that I was expected to represent the other employees' interests, placing them ahead of
3 my own. I signed an acknowledgment of my duties as a Class Representative at the outset of this
4 action. I understood and believed the way that Defendants failed to pay me for my hours worked
5 was the same as the way it failed to pay all other employees who worked for Defendants. I am
6 happy that I was able to bring a lawsuit as one of the class representatives in this case to try and
7 obtain the unpaid wages and other compensation for myself, but also for my fellow employees
8 who had not been paid for all their hours worked or provided all their required breaks. I believe
9 that my interests have been and continue to be aligned with all Class Members, and I have been
10 and am willing to continue to pursue the Class Members' claims vigorously on our collective
11 behalf. As a result, I believe I do not have any interests that are adverse to the interests of the Class
12 Members.

13 13. I understood it was my responsibility to actively participate in the lawsuit to
14 safeguard the interests of other Class Members and to ensure that my interests were not in conflict
15 with those of the other employees. I did so to the best of my ability, and I believe I have
16 maintained the best interests of the Class Members. I have actively participated in this litigation
17 and have been updated on the progress of the case. I have provided documents to Class Counsel in
18 support of the class claims and spent many hours discussing my claims and information regarding
19 my employment by Defendants. I have also invested significant time and efforts in performing my
20 duties on behalf of the Class, including during the initial complaint drafting process, in response to
21 informal discovery before mediation, speaking with Class Counsel about other witnesses and
22 answering questions in connection with the mediation and ongoing settlement negotiations, and
23 now throughout the preliminary and final Settlement approval process.

24 14. I have spent time communicating with Class Counsel to receive answers to my
25 questions or updates on the case progression. I estimate I have devoted at least **20 hours** of my
26 time to this action and vigorously representing the interests of the Settlement Class, including by
27 performing the following:

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- a. Researching the issues and claims I could bring against Defendants and talking to my attorneys about initiating this action;
- b. Being interviewed in detail by my counsel regarding the working conditions we operated under for Defendants, and particularly my experiences and the policies and practices that applied to my employment and the employment of the other similarly situated employees;
- c. Searching for and gathering relevant documents in my possession and providing them to my attorneys, and reviewing all documents produced by Defendants;
- d. Speaking with and informing my attorneys of the identities of potential witnesses and Class Members and responding to questions from Class Members and counsel and from Defendants in discovery in preparation for mediation;
- e. Preparing for the mediation session and reviewing settlement-related documents and working with counsel to execute the mediator's proposal and the final versions of the Settlement Agreement. I have also worked with counsel in connection with the motion for preliminary approval of the Settlement Agreement in drafting this Declaration and will also do so as necessary in connection with final approval; and
- f. Regularly receiving and responding to correspondence and phone calls from my attorneys regarding the claims and case status and then the Settlement and other related documents.

15. I have chosen to serve as a class representative despite my concerns about how my role in this class action may adversely affect my prospects for future employment given that this class action and the settlement is public information accessible by prospective employers. I expect that wherever I work in the future, my employer and immediate supervisors will have heard of my involvement with this case. For example, if you just Google search the case name there is a high possibility my name will come up after clicking on the appropriate links. I expect the publicity surrounding this case to increase even further once final approval of the Settlement is announced publicly. This guarantees that any prospective employer doing a simple Internet search on me will learn of my role as an instigator of this lawsuit. Although they are not supposed to retaliate against me, I think the reality is that I will experience a certain stigma for years to come. I fear retaliation

1 or other adverse consequences will arise in my future employment due to my decision to serve as a
2 Plaintiff and Class Representative in a class action against my employer

3 16. I took a huge risk by coming forward to help with this class action. If I had lost the
4 case and also been ordered to pay Defendants' litigation costs, it would have been financially
5 devastating to me. However, I also believe the Settlement obtained on behalf of the Settlement
6 Class is fair and reasonable in view of the facts, claims and the risk of going through further
7 litigation in this case. I reviewed the settlement agreement with Class Counsel in order to
8 understand the benefits and risks and ultimately agreed to them, and I therefore followed Class
9 Counsels' recommendation to settle the claims under the terms in the Settlement Agreement.

10 17. I have reviewed with my counsel the Settlement Agreement we have negotiated
11 with Defendants in this action on behalf of the Class Members. I agreed to the terms because I
12 believe the Settlement is fair and reasonable. I understand that once the Court grants preliminary
13 approval of the Settlement and to me serving as the Class Representative, the action will proceed
14 with Settlement administration and then the final approval process.

15 18. My opinion about the fairness and adequacy of the settlement in the case is not
16 based on any potential payment. I also believe this amount is fair and justified because it is in
17 consideration for a full general release, one that is much broader than the limited claims release for
18 all Class Members. I was willing to agree to my broader release because it helped the parties agree
19 to the Settlement, which I believe is an excellent result for the Class I have committed to represent.

20 19. I am aware and have agreed to the Joint Prosecution Agreement between D.Law,
21 Inc., and Haig B. Kazandjian Lawyers, APC, and have consented to this agreement in writing.

22 20. I have not yet received any consideration or promises that are different than any of
23 the other Class Members. In my opinion, the requested Enhancement Award of \$10,000.00 is fair
24 and reasonable given the risks I have taken, the tasks I have performed, the time I have invested,
25 and the real benefit which the Class Members will receive from this class action. In fact, I believe
26 the Settlement has resulted in a good benefit for the Class Members.

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

DocuSigned by:

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Alfredo Castaneda