

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
FARAH KHALED, State Bar No. 354318
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
fkhaled@aegislawfirm.com

Attorneys for Plaintiff Maria Madrigal and the Class

(Additional Counsel on Following Page)

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

MARIA MADRIGAL & JORGE
VILLALPANDO, individually and on behalf of
others similarly situated,

Plaintiffs,

vs.

BEST DEAL FOOD COMPANY, INC., and
DOES 1 through 25, inclusive,

Defendants.

Case No. CV-23-005838

Honorable David Hood
Department 24

**DECLARATION OF LIZETH MARIN IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT AWARDS, AND
ADMINISTRATOR EXPENSES PAYMENT**

Date: October 29, 2026
Time: 8:30 a.m.
Dept: 24

Complaint Filed: October 10, 2023
FAC Filed: February 7, 2024
SAC Filed: May 28, 2025
Trial Date: Not Set

1 Karen I. Gold, State (State Bar No. 258360)
kgold@blackstonepc.com
2 Marissa A. Mayhood (State Bar No.334376)
mmayhood@blackstonepc.com
3 Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
4 Lizeth Marin (State Bar No. 360465)
lmarin@blackstonepc.com
5 **BLACKSTONE LAW, APC**
6 8383 Wilshire Boulevard, Suite 745
7 Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

8 Attorneys for Plaintiff Jorge Villalpando and the Class
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Jorge Villalpando (“Plaintiff Villalpando”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On November 22, 2023, Plaintiff Villalpando provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Best Deal Food Company, Inc. (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant.

4. On January 29, 2024, Plaintiff Villalpando filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 Et Seq. in the action entitled *Jorge Villalpando v. Best Deal Food Company, Inc.*, Kings County Superior Court Case No. 24CU0036 (“Villalpando PAGA Action”), thereby commencing a representative PAGA action against Defendant.

5. On December 5, 2024, Plaintiff Villalpando and Plaintiff Maria Madrigal (together, “Plaintiffs”), and Defendant (collectively, with Plaintiffs, the “Parties”) participated in a formal

mediation conducted by Brandon McKelvey, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve the Villalpando Class Action, Villalpando PAGA Action, and the above-captioned action (the “Action”) on a class and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

6. On May 28, 2025, Plaintiffs filed a Second Amended Class Action Complaint in the Action, which added Plaintiff Villalpando as a named plaintiff and added the claims alleged in the Villalpando Class Action and Villalpando PAGA Action.

7. On June 26, 2025, pursuant to Plaintiff Villalpando’s request, the Villalpando PAGA Action was dismissed without prejudice.

8. On July 16, 2025, pursuant to Plaintiff Villalpando’s request, the Villalpando Class Action was dismissed without prejudice.

9. On December 10, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement is attached hereto as **Exhibit 1**.

10. On February 13, 2026, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents.

11. On June 1, 2026, 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

12. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “all persons employed by Defendant in California as a non-exempt employee from April 14, 2019 through March 13, 2025” (“Settlement Class” or “Class Members”). The “Class Period” is defined as the period from April 14, 2019 to March 13, 2025. The “Participating

Class Member(s)” consist of Class Members who do not request to be excluded from this Settlement. The Settlement Class, however, shall not include any person who previously settled or released all of the claims covered by the Settlement, any person who previously was paid or received awards through civil or administrative actions for all the claims covered by the Settlement, or any person who submits a timely and valid Request for Exclusion as provided in the Settlement Agreement. The “PAGA Members” consist of “all Class Members who worked any hours for Defendant in California during any pay period from October 10, 2022 to March 13, 2025,” and will be paid their PAGA Share and release the Released PAGA Claims, regardless of whether they submit a timely and valid Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims. The “PAGA Period” is defined as the period from October 10, 2022 through March 13, 2025.

13. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 1,896 Class Members who worked 168,584 weeks for Defendant during the Class Period (“Workweeks”) and 1,178 PAGA Members who worked 72,969 pay periods for Defendant during the PAGA Period (“PAGA Workweek(s)”).

14. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Three Million Dollars and Zero Cents (\$3,000,000.00), which is exclusive of employer-side payroll taxes for the wage portion of the Settlement Awards, which will be paid in addition to the Gross Settlement Amount. The Gross Settlement Amount includes: (1) Class Counsel’s attorney’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling One Million Fifty Thousand Dollars and Zero Cents (\$1,050,000.00); (2) Class Counsel’s actual Attorneys’ Costs of Twenty-Eight Thousand Seventy Dollars and Zero Cents (\$28,070.00) (consisting of costs in the amount of \$17,250.77 for Plaintiff Villalpando, , and costs in the amount of \$10,820.23 for Plaintiff Madrigal), ; (3) Administrator Expenses Payment in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00); (4) Enhancement Awards to the Class Representatives in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff (total, \$20,000.00); and (5) PAGA Amount of One Hundred

1 Thousand Dollars and Zero Cents (\$100,000.00). After the above Court-approved amounts are
2 deducted from the Gross Settlement Amount, the Settlement Class will share in a Net Settlement
3 Amount of approximately One Million Seven Hundred Eighty-Three Thousand Nine Hundred
4 Twenty-Nine Dollars and Zero Cents (\$1,783,929.00).

5 15. The Settlement does not require Participating Class Members/PAGA Members to
6 submit claims as a prerequisite to participating in the Settlement. Settlement Awards are calculated by
7 the Settlement Administrator by dividing the Net Settlement Amount by the total number of
8 Workweeks worked by all Participating Class Members during the Class Period and multiplying the
9 result by each Participating Class Member's individual number of Workweeks worked during the
10 Class Period. PAGA Shares are calculated by the Settlement Administrator by dividing the PAGA
11 Member Amount, which is twenty-five percent (25%) of the PAGA Amount (\$25,000.00), by the
12 aggregate number of PAGA Workweeks worked by all PAGA Members and multiplying the result by
13 each PAGA Member's individual number of PAGA Workweeks.

14 16. I am aware from my review of the information provided by the Settlement
15 Administrator that the estimated average gross Settlement Award is \$935.59, the estimated highest
16 gross Settlement Award is \$3,225.90, and the estimated lowest gross Settlement Award is \$10.54; the
17 estimated average PAGA Share is \$21.22, the estimated highest PAGA Share is \$43.51, and the
18 estimated lowest PAGA Share is \$.34.

19 17. Each Settlement Award will be allocated as ten percent (10%) unpaid wages and ninety
20 percent (90%) unpaid penalties and interest. The portion allocated to unpaid wages will be reported
21 on an IRS Form W-2 and the portions allocated to penalties and interests will be reported on an IRS
22 Form 1099-MISC by the Settlement Administrator. The Settlement Administrator will withhold the
23 employee's share of taxes and withholdings with respect to the Settlement Award, and issue checks to
24 Participating Class Members for their net payment of their Settlement Award. Defendant will
25 separately pay any and all employer payroll taxes owed on the wage portion of the Settlement Awards.
26 Each PAGA Share will be allocated as one hundred percent (100%) penalties and will be reported on
27 an IRS Forms 1099-MISC will issue by the Settlement Administrator.

28 18. If the Court grants final approval, Defendant will fund the Gross Settlement Amount

1 in two (2) installments as follows:

2 a. First Installment: The first half will be funded within thirty (30) calendar days after the
3 Effective Date.

4 b. Second Installment: The second half will be funded no than December 15, 2026.

5 19. The Gross Settlement Amount will be distributed by the Settlement Administrator
6 within five (5) calendar days of the Effective Date and full funding of the Gross Settlement Amount.

7 20. Each Settlement Award and PAGA Share checks will be valid and negotiable for one
8 hundred and twenty (120) calendar days from the date the checks are issued, and thereafter, shall
9 automatically be canceled. Any funds associated with such canceled checks will be distributed by the
10 Settlement Administrator to the State of California's Unclaimed Property Fund in the name of the
11 Participating Class Member and/or PAGA Member.

12 **The Settlement Is Fair and Reasonable**

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

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

18 22. The Parties engaged in extensive informal discovery prior to reaching a settlement.
19 Prior to mediation, Defendant produced relevant wage and hour policies, its employee handbook, and
20 information regarding the total number of putative class members, the total number of former
21 employees, the total workweeks worked by the putative class members, the dates of employment of
22 the putative class members, and the average rate of pay for the putative class members. This allowed
23 Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the
24 claims and the potential class-wide damages.

25 23. Based on the information exchanged, the Parties extensively briefed issues regarding
26 class certification and liability and provided their analyses to the Mediator who helped the Parties
27 debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing
28 and prepared to litigate this matter through class certification and trial if the Parties had been unable

1 to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly
2 capable and experienced counsel. Class Counsel are respected members of the California State Bar
3 with strong records of vigorous and effective advocacy and are experienced in handling complex wage
4 and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience
5 to act intelligently in negotiating the Settlement.

6 24. Although the investigation and information discovered supports Plaintiffs' contentions,
7 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
8 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

9 25. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
10 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
11 inherent in such litigation, including those involved in class and/or representative adjudication.
12 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
13 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
14 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
15 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

16 26. Defendant denied and continues to deny any liability and wrongdoing of any kind
17 associated with the claims alleged in the Action, and further denies that class certification is
18 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
19 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiffs'
20 claims. Defendant contended that Plaintiffs' claims are not suitable for class certification because
21 individual issues would predominate should this case go to trial. As with all class actions, these
22 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
23 that the Court may deny class certification.

24 27. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
25 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
26 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
27 to request and analyze thousands of pages of documents, obtain the Class Members' contact
28 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of

1 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
2 against a current employer. On the other hand, Defendant would likely be able to obtain the
3 cooperation of its employees. Moreover, even if Plaintiffs prevailed at class certification and trial,
4 possible appeals would substantially delay any recovery by the Class.

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

10 ***Class Counsel's Attorneys' Fees and Costs***

11 29. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
12 \$1,050,000.00) for fees for the time spent litigating this matter and reimbursement of actual Attorneys
13 Costs for Plaintiff Villalpando in the amount of Seventeen Thousand Two Hundred Fifty Dollars and
14 Seventy-Seven Cents (\$17,250.77), and actual Attorneys' Costs for Plaintiff Madrigal the amount of
15 Ten Thousand Eight Hundred Twenty Dollars and Twenty Three Cents (\$10,820.23) (total,
16 \$28,071.00). The requested fees and costs are fair compensation for undertaking complex, risky,
17 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
18 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
19 award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final
20 Approval of Class Action and PAGA Settlement, Class Counsel's Attorneys' Fees and Costs,
21 Enhancement Awards, and Administrator Expenses Payment ("Motion for Final Approval") filed
22 concurrently herewith.

23 30. The effectiveness of Class Counsel's prosecution of this matter has translated into
24 tangible monetary benefits for the Participating Class Members, the State of California, and the PAGA
25 Members as follows: (1) Participating Class Members, the State of California, and the PAGA
26 Members will obtain monetary recovery over a relatively short period of time, as opposed to waiting
27 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares
28 favorably with other similar class action settlements of this type, given the strengths and weaknesses

1 of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only
2 increased significantly had the Action progressed through trial and/or appeals.

3 31. In the present case, Class Counsel has borne all of the risks and costs of litigation and
4 will not receive any compensation until recovery is obtained. Class Counsel had to consider their
5 workload during this litigation when considering taking on additional work that was available, and
6 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
7 Counsel are experienced in complex wage-and-hour litigation and used that experience to obtain a
8 favorable result for the Class, the State of California, and the PAGA Members. Considering the
9 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
10 similar matters, Plaintiffs maintain that the requested Class Counsel's attorneys' fees of thirty-five
11 percent (35%) of the Gross Settlement Amount (i.e., \$1,050,000) are reasonable and should be
12 awarded.

13 32. Blackstone Law, APC ("Blackstone") was started in February 2018, representing
14 plaintiffs in individual and representative employment litigation. The firm has grown exponentially
15 over the past eight-plus years, now maintaining over thirty highly pedigreed attorneys working on
16 almost exclusively labor and employment class actions, PAGA cases, and individual matters, with
17 roughly 15% of the firm focused on other complex general litigation matters. Blackstone has been
18 counsel of record on several class and PAGA actions that have since been resolved, the most recent of
19 which are attached hereto as **Exhibit 3**. The attorneys who worked on this matter are all experienced
20 in litigating wage and hour matters as follows:

21 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
22 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
23 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
24 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
25 associate and remained employed there from September 2008 through August 2015. During his
26 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
27 employment, corporate, entertainment, and general business litigation matters, though his primary area
28 of expertise was employment, both single plaintiff and representative actions. On the vast majority of

1 those cases, he was the only or primary attorney managing the case and thus obtained extensive
2 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
3 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
4 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
5 motions and pleadings, including dispositive and certification motions; strategized on all cases;
6 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
7 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
8 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
9 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
10 the cases he managed were highly publicized, with articles written about them in the Los Angeles
11 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
12 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
13 which is well within the prevailing rate for attorneys with his experience in this area of practice in
14 Southern California.

15 b. Karen I. Gold graduated cum laude from UCLA in 2005 with a Bachelor of Science
16 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
17 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
18 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
19 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
20 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,
21 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
22 to Blackstone as a Senior Trial Attorney and Team Lead. Throughout her career, she has managed
23 over one hundred complex litigation cases, ranging from employment matters to corporate and general
24 business litigation matters. On many of those cases, she was the only or primary attorney managing
25 the case and thus obtained extensive experience overseeing these types of actions. In that capacity,
26 she was the primary contact for clients; took and defended many depositions; propounded and
27 responded to discovery; prepared and opposed motions and pleadings, including dispositive and
28 certification motions; strategized on all cases; attended hearings; attended mediations; coordinated

1 with class action administrators; prepared and worked with experts; participated in trial prep and trials;
2 and engaged in all other intricate facets of litigation. Super Lawyers honored her as a Southern
3 California Rising Star from 2015 through 2018. As the Senior Trial Attorney and Team Lead, she
4 oversees and handles over 100 wage-and-hour putative class actions and/or representative actions
5 under PAGA seeking relief on behalf of California employees. She has considerable experience in
6 handling class and representative action lawsuits throughout her career and has been approved as
7 counsel in a number of cases. Her billable rate is \$985, which is well within the prevailing rate for
8 attorneys with her experience in this area of practice in Southern California.

9 c. Marissa A. Mayhood is a Senior Associate Attorney at Blackstone. She graduated from
10 Pepperdine University School of Law with a Juris Doctorate and a certificate in dispute resolution
11 from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin
12 & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While
13 working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, Utne v.
14 Home Depot U.S.A., Inc., United States District Court for the Northern District of California, Case
15 No. 3:16-cv-01854-RS, and was approved as class counsel. Her hourly rate of \$750 is reasonable
16 based on her education and experience and is in line with the market rate.

17 d. Alexandra Rose joined Blackstone, from a highly reputable employment law firm. Ms.
18 Rose graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016
19 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to the
20 State Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023.
21 Ms. Rose is additionally licensed in all federal district courts of California. Ms. Rose has worked on
22 many wage and hour class action and PAGA representative matters, and her work has included, inter
23 alia, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and
24 finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and
25 analysis, and making court appearances. Ms. Rose manages the post-settlement department at
26 Blackstone. In that capacity, Ms. Rose oversees and handles over 100 wage-and-hour putative class
27 actions and/or representative actions under PAGA, that are in settlement. Ms. Rose's hourly rate of
28 \$750 is reasonable based on her education and experience and is in line with the market rate.

e. I am an Associate Attorney at Blackstone, where I focus on representing employees in wage and hour class action and PAGA representative matters. I joined Blackstone Law from a highly reputable employment law firm. I graduated from the University of Oregon with a Bachelor of Science degree in 2015 and from Lewis & Clark Law School (Lewis & Clark) with a Juris Doctor degree in 2018. While at Lewis & Clark I served as an Associate Editor for the Environmental Law Review. I was admitted to practice law in Oregon in 2018 and California in 2025. Since 2019, I have focused my practice exclusively on employment law, representing clients in individual, class actions, and PAGA matters. My hourly rate of \$675 is reasonable based on my education and experience and is in line with the market rate.

33. Blackstone has spent approximately 321 total hours litigating this matter. To date, our total fees incurred amount to \$287,335.00. 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 Blackstone's lodestar for each attorney who worked on this matter is as follows:

//

//

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	39	\$1,295	\$50,505
Karen I. Gold	Senior Counsel	118	\$985	\$116,230
Marissa A. Mayhood	Senior Associate	85	\$750	\$63,750
Alexandra Rose	Senior Associate	47	\$750	\$35,250
Lizeth Marin	Associate	32	\$675	\$21,600

34. We expect to spend an additional 10 hours (\$6,750.00) 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 clients, and Class Members. Based thereon, the total amount of Class Counsel's Attorneys' Fees through closure of this case are estimated to be approximately \$294,085.

35. The Settlement Agreement provides for reimbursement of Attorneys' Costs not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Class Counsel for Plaintiff Villalpando seeks reimbursement of a total of Seventeen Thousand Two Hundred Fifty Dollars and Seventy-Seven Cents (\$17,250.77) in Attorneys' Costs, and Class Counsel for Plaintiff Madrigal seeks reimbursement of a total of Ten Thousand Dollar Eight Hundred Twenty Dollars and Twenty-Three Cents (\$10,820.23) in Attorneys' Costs (total \$28,071.00). A true and correct itemized list of Blackstone's Attorneys' Costs is attached hereto as **Exhibit 4**, and a true and correct itemized list of Aegis Law Firm's Attorneys' Costs is attached hereto as **Exhibit 1** to the Declaration of Farah Khaled in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Awards, and Settlement Administration Expenses filed concurrently herewith. This amount was reasonable and necessary in the prosecution of this matter.

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

Enhancement Awards

37. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Awards in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff (total,

1 \$20,000.00). The requested Enhancement Awards are eminently reasonable given the time and effort
2 Plaintiffs spent on this matter, and the benefit to the other Class Members as a result of Plaintiffs’
3 actions. Enhancement Awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00,
4 although some awards are higher. The Declarations of Plaintiffs Jorge Villalpando and Maria
5 Madrigal submitted herewith detail their work and efforts in bringing and litigating this matter through
6 resolution and support the requested Enhancement Awards. The requested Enhancement Awards were
7 also disclosed in the Class Notice provided to the Class Members.

8 ***Administrator Expenses Payment***

9 38. In Plaintiffs’ Motion for Preliminary Approval, Plaintiffs requested, and the Court
10 approved, an Administrator Expenses Payment not to exceed Eighteen Thousand Dollars and Zero
11 Cents (\$18,000.00). ILYM Group, Inc., the approved Settlement Administrator, provided Class
12 Counsel with its quote stating that its cost to administer the Settlement is Eighteen Thousand Dollars
13 and Zero Cents (\$18,000.00).

14 ***Allocation to the LWDA***

15 39. As part of the Settlement, Defendant has agreed to pay One Hundred Thousand Dollars
16 and Zero Cents (\$100,000.00) to settle the claims of the PAGA Members brought pursuant to PAGA,
17 of which the payment of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (75% of the
18 PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

19 40. It is extremely common in approved wage and hour class action cases that settle that
20 only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments
21 to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
22 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
23 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
24 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
25 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
26 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
27 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
28 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.

1 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
2 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
3 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
4 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
5 in these approved settlements, the parties generally maximized statutory penalties and minimized
6 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
7 California Labor Code violations.

8 ***Notice to the Class***

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

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed on September 16, 2026, at Sandy, Oregon.

21
22 /s/ Lizeth Marin
23 Lizeth Marin
24
25
26
27
28

EXHIBIT 1

AEGIS LAW FIRM, PC

KASHIF HAQUE, State Bar No. 218672
SAMUEL A. WONG, State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
KRISTY R. CONNOLLY, State Bar No. 328477
ELIZABETH P. ROBLES, State Bar No. 329591
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: kconnolly@aegislawfirm.com
erobles@aegislawfirm.com

JONATHAN M. GENISH, State Bar No. 259031
jgenish@blackstonepc.com
KAREN I. GOLD, State Bar No. 258360
kgold@blackstonepc.com
MARISSA A. MAYHOOD, State Bar No. 334376
mmayhood@blackstonepc.com
ALEXANDRA ROSE, State Bar No. 329407
arose@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

Attorneys for Plaintiffs Maria Madrigal & Jorge Villalpando,
individually, and on behalf of all others similarly situated.

JACKSON LEWIS P.C.

CARY G. PALMER (SBN 186601)
cary.palmer@jacksonlewis.com
EVAN D. BEECHER (SBN 280364)
evan.beecher@jacksonlewis.com
EVAN M. MCBRIDE (SBN 322098)
evan.mcbride@jacksonlewis.com
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
Tel: (916) 341-0404, Fax: (916) 341-0141

Attorneys for Defendant
BEST DEAL FOOD COMPANY, INC.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF STANISLAUS**

MARIA MADRIGAL & JORGE
VILLALPANDO, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

BEST DEAL FOOD COMPANY, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CV-23-005838

*Assigned for All Purposes to:
Judge Sonny S. Sandhu; Dept. 24*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE BETWEEN PLAINTIFFS
AND DEFENDANT**

This Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant (hereinafter “Stipulation of Settlement”) is made and entered into by and between Plaintiffs Maria Madrigal and Jorge Villalpando (“Plaintiffs”), as individuals and on behalf of all similarly situated and aggrieved employees, and Best Deal Food Company, Inc. (“Defendant”).

This Stipulation of Settlement shall be binding on Plaintiffs and those persons Plaintiffs seek to represent, and on: (i) Defendant; (ii) each of Defendant’s past and present parents, subsidiaries, partners, affiliates and clients, including, without limitation, and any such corporation, limited liability company or partnership; (iii) each of Defendant’s past and present board members, directors, officers, agents, employees, attorneys, insurers, members, clients, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing. The Settlement contemplated by this Stipulation of Settlement may hereinafter be referred to as the “Settlement” or “Stipulation of Settlement.”

//

THE PARTIES STIPULATE AND AGREE as follows:

1. Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

2. On October 10, 2023, Plaintiff Madrigal filed a class action complaint, individually and on behalf of other similarly situated, against Defendant in the Stanislaus County Superior Court, Case No. CV-23-005838, alleging claims of: failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate itemized wage statements; failure to provide all wages due upon separation of employment; and violation of Business and Professions Code section 17200, *et seq.*

3. On October 10, 2023, Plaintiff Madrigal sent a letter to the Labor and Workplace Development Agency (“LWDA”) and Defendant alleging violations of the Private Attorneys General Act (“PAGA”) for the Released PAGA Claims, as defined below.

4. On February 7, 2024, Plaintiff Madrigal filed a first amended complaint in Stanislaus County Superior Court, that included a cause of action for penalties under PAGA.

5. On November 22, 2023, Plaintiff Villalpando sent a letter to the LWDA and Defendant alleging violations of PAGA for the Released PAGA Claims, as defined below.

6. On December 1, 2023, Plaintiff Villalpando filed a class action complaint, individually and on behalf of other similarly situated, against Defendant in Kings County Superior Court, Case No. 23CU0469 alleging claims of: Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime); Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums); Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment); Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); Violation of Cal. Labor Code §§ 201, 202 and 203 (Untimely Final Wages); (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); and (9) Violation of Cal. Business & Professions Code § 17200, *et seq.*

7. On January 29, 2024, Plaintiff Villalpando filed a PAGA complaint against Defendant in Kings County Superior Court, Case No. 24CU0036.

1 8. On May 28, 2025, Plaintiffs filed a Second Amended Class Action Complaint
2 (“Operative Complaint”), that included all claims by Plaintiffs. The term “Action” means this
3 consolidated putative class and representative action pending in Stanislaus County Superior Court,
4 Case No. CV-23-005838. The “Class Period” is from April 14, 2019 to March 13, 2025, and the
5 “PAGA Period” is from October 10, 2022 to March 13, 2025.

6 9. The Action has been actively litigated. There have been on-going investigations,
7 and an exchange of extensive documentation and information. The Parties participated in a private
8 mediation before mediator Brandon McKelvey, Esq. on December 5, 2024. Plaintiffs have not
9 filed a motion for class certification in the Action, nor has a date been set by the Court for the
10 filing of such a motion.

11 10. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
12 consist of all persons employed by Defendant in California as a non-exempt employee from April
13 15, 2019 to March 13, 2025. The Settlement Class, however, shall not include any person who
14 previously settled or released all of the claims covered by this Settlement, any person who
15 previously was paid or received awards through civil or administrative actions for all the claims
16 covered by this Settlement, or any person who submits a timely and valid Request for Exclusion
17 as provided in this Settlement. All Class Members who worked any hours for Defendant in
18 California during any pay period from October 10, 2022 to March 13, 2025 are aggrieved
19 employees with respect to PAGA (“PAGA Members”), and will be paid their PAGA Share and
20 release the Released PAGA Claims (defined below), regardless of whether they submit a timely
21 and valid Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude
22 themselves from, or to opt out of, the Released PAGA Claims (defined below).

23 11. Solely for purposes of settling the Action, the Parties stipulate and agree that the
24 requisites for establishing class certification with respect to the Settlement Class have been met
25 and are met. More specifically, the Parties stipulate and agree that:

26 a. The Settlement Class is ascertainable and so numerous as to make it
27 impracticable to join all Class Members.

28 b. There are common questions of law and fact, including but not limited to

the following:

i. Whether Defendant complied with applicable laws affecting Plaintiffs and the Settlement Class under the California Labor Code and the Wage Orders of the California Industrial Welfare Commission; and

ii. Whether Plaintiffs and the Settlement Class are entitled to alleged unpaid wages, penalties, interest, and attorneys' fees and costs.

c. Plaintiffs believe that Plaintiffs' claims are typical of the claims of the members of the Settlement Class.

d. Plaintiffs believe that Plaintiffs will fairly and adequately protect the interests of the Settlement Class, and that Samuel A. Wong, Kashif Haque, Jessica L. Campbell, Kristy R. Connolly, and Elizabeth P. Robles of Aegis Law Firm, PC, and Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC, should be "Class Counsel" and will fairly and adequately protect the interests of the Settlement Class.

e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. With respect to the Settlement Class, Plaintiffs believe that questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Settlement Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

9. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Operative Complaint, and further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. With respect to Plaintiffs' claims, Defendant contends, among other things, that it has complied with all applicable state, federal, and local laws affecting Plaintiffs and the Settlement Class.

10. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from the allegations and causes of action stated in the Action. To achieve a full and complete release of Defendant, each Class Member acknowledges

1 that this Stipulation of Settlement is intended to include in its effect all wage and hour claims of
2 any nature reasonably arising out of the allegations made in the Action during the Class Period as
3 explained below in Paragraph 24 regarding what constitutes the Released Class Claims.

4 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute
5 a full and complete settlement and release of all claims arising from the allegations in the Action
6 against: (i) Defendant; (ii) each of Defendant's past and present parents, subsidiaries, partners,
7 affiliates and clients, including, without limitation, and any such corporation, limited liability
8 company or partnership; (iii) each of Defendant's past and present board members, directors,
9 officers, agents, employees, attorneys, insurers, members, clients, partners, managers, contractors,
10 agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees,
11 predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity
12 which could be jointly liable with any of the foregoing for the claims alleged in the Action
13 (collectively "Released Parties").

14 12. Class Counsel have conducted a thorough investigation into the facts of the Action,
15 and have diligently pursued an investigation of Class Members' claims against Defendant. Based
16 on their own independent investigation and evaluation, Class Counsel are of the opinion that the
17 Settlement with Defendant for the consideration and on the terms set forth in this Stipulation of
18 Settlement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in
19 light of all known facts and circumstances, including the risk of significant delay, the risk the
20 Settlement Class will not be certified by the Court, defenses asserted by Defendant, and numerous
21 potential appellate issues. Defendant and Defendant's counsel also agree that the Settlement is
22 fair and in the best interest of the Parties.

23 13. The Parties agree to cooperate and take all steps necessary and appropriate to
24 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
25 Settlement.

26 14. This Settlement provides that Defendant will pay Settlement Awards (defined
27 below) and PAGA Shares (defined below) according to a specified formula to each Class Member
28 who does not request to be excluded from this Settlement ("Participating Class Members") and

1 PAGA Member. The total payment under the Settlement is \$3,000,000 (the “Gross Settlement
2 Amount”), which includes all payments to Class Members and PAGA Members, Class Counsel’s
3 attorneys’ fees, Class Counsel’s litigation expenses and costs, the enhancement awards to the class
4 representatives, PAGA penalties, and settlement administration expenses. It is understood and
5 agreed that Defendant shall have no obligation to pay any person, entity, or organization more than
6 the Gross Settlement Amount, except that Defendant will pay the employer payroll taxes for the
7 wage portion of the Settlement Awards and except as provided by Paragraph 15(c)(ix) below.
8 None of the Gross Settlement Amount will revert to Defendant.

9 TERMS OF SETTLEMENT

10 15. NOW THEREFORE, in consideration of the mutual covenants, promises, and
11 agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

12 a. It is agreed by and among Plaintiffs and Defendant that the Action and any
13 claims, damages, or causes of action arising out of the Action, be settled and compromised as
14 between the Settlement Class and Defendant, subject to the terms and conditions set forth in this
15 Stipulation of Settlement and the approval of the Court.

16 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
17 shall become effective when all of the following events have occurred: (i) this Stipulation of
18 Settlement has been executed by all Parties and by counsel for Plaintiffs and Defendant; (ii) the
19 Court has given preliminary approval to the Settlement; (iii) the Class Notice has been given to
20 the Settlement Class, providing them with an opportunity to opt out of or to object to the
21 Settlement; (iv) the Court has held a formal final fairness hearing and entered a final order and
22 judgment certifying the Settlement Class and finally approving this Stipulation of Settlement,
23 without objection by the LWDA; and (v) in the event there are objections to the Settlement which
24 are not later withdrawn, the later of the following events: when the period for filing any appeal,
25 writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ,
26 or other appellate proceeding having been filed; or any appeal, writ, or other appellate proceeding
27 opposing the Settlement has been dismissed finally and conclusively with no right to pursue further
28 remedies or relief; or any appeal, writ, or other appellate proceeding has upheld the Court’s final

1 order with no right to pursue further remedies or relief. In this regard, it is the intention of the
2 Parties that the Settlement shall not become effective until the Court's order approving the
3 Settlement is completely final, and there is no further recourse by an appellant or objector who
4 seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not
5 become effective if Defendant, contrary to Paragraph 14 above, is required by the Court to pay
6 more than the Gross Settlement Amount as set forth in Paragraph 14 under any circumstances,
7 except for its share of employment taxes or by virtue of Paragraph 15(c)(ix). It is further agreed
8 by and between the Parties that this Settlement shall not become effective, and Defendant shall not
9 have any obligation (monetary or otherwise) under the terms of this Settlement, unless and until
10 any objections, writs, and/or appeals, and any rights of appeal with respect to any objections or the
11 judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

12 c. Gross Settlement Amount and Net Settlement Amount: To implement the
13 terms of this Settlement, Defendant, on behalf of the Released Parties, agrees to pay the Gross
14 Settlement Amount, which includes: all payments to Class Members and PAGA Members; Class
15 Counsel's attorneys' fees; Class Counsel's litigation expenses and costs; the enhancement awards
16 to the class representatives; \$100,000 allocated to penalties under PAGA ("PAGA Amount") with
17 \$75,000.00 (75%) paid to the LWDA ("LWDA Payment") and \$25,000.00 (25%) paid to the
18 PAGA Members ("PAGA Member Amount") as described below; and settlement administration
19 expenses. The Parties agree the Gross Settlement Amount will be fully paid out, with no residue
20 returning to Defendant. At no time shall Defendant have the obligation to segregate the funds
21 comprising the Gross Settlement Amount, and Defendant shall retain exclusive authority over, and
22 the responsibility for, those funds. All payments to Participating Class Members and PAGA
23 Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the
24 enhancement awards, the LWDA Payment, and settlement administration expenses will be paid
25 out of the Gross Settlement Amount. Under no condition will the Released Parties' aggregate
26 liability exceed the Gross Settlement Amount, except that Defendant will pay the employer payroll
27 taxes for the wage portion of the Settlement Awards in addition to the Gross Settlement Amount.
28 The "Net Settlement Amount", the amount available for potential distribution to Participating

1 Class Members, shall be calculated by deducting the following from the Gross Settlement Amount:
2 (i) Class Counsel's attorneys' fees and litigation expenses and costs; (ii) the enhancement awards
3 to the class representatives; (iii) the PAGA Amount; and (iv) settlement administration expenses.
4 Settlement Awards to the Class Members and PAGA Shares to the PAGA Members, will be
5 calculated by the settlement Administrator and paid out of the Net Settlement Amount as set forth
6 below. The entire Net Settlement Amount will be paid out pro rata to Class Members who do not
7 opt out (i.e., Participating Class Members) and the PAGA Member Amount will be paid out pro
8 rata to PAGA Members.

9 i. Settlement Awards to Class Members: Payments to Participating
10 Class Members from the Net Settlement Amount ("Settlement Awards") will be determined based
11 on the number of weeks each Participating Class Member worked for Defendant for at least one
12 day, during the Class Period ("Workweek(s)"). Defendant will calculate the number of Workweeks
13 worked by all Class Members during the Class Period. If a Class Member worked any amount of
14 time during a given week, that Class Member shall be credited for working that Workweek. The
15 partial final Workweek count for each Class Member will be rounded down to the nearest whole
16 number. If a Class Member worked only one day as a Class Member, such Class Member will be
17 credited with having worked one Workweek for purposes of the Settlement. Defendant's
18 Workweeks data will be presumed to be correct, unless a particular Class Member proves
19 otherwise to the Settlement Administrator by credible written evidence. All workweek disputes
20 will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's
21 decision on all workweek disputes will be final and non-appealable. Each Settlement Award will
22 be calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total
23 number of Workweeks for all Participating Class Members and multiplying the result by each
24 Participating Class Member's individual number of Workweeks.

25 ii. Private Attorneys General Act Allocation: Subject to Court
26 approval, the Parties have agreed to allocate \$100,000.00 of the Gross Settlement Amount (i.e, the
27 PAGA Amount) to Plaintiffs' representative claims under PAGA. Seventy-five percent (75%) of
28 the PAGA Amount, or in other words \$75,000.00, will be paid out of the Gross Settlement Amount

1 to the LWDA of the State of California (i.e., the LWDA Amount), and the remaining twenty-five
2 percent (25%), or in other words \$25,000.00 (i.e., the PAGA Member Amount), will paid to the
3 PAGA Members under the Settlement (i.e., the PAGA Shares). Defendant will calculate the
4 number of workweeks each PAGA Member worked for Defendant for at least one day in the
5 PAGA Period ("PAGA Workweek(s)"). The partial final PAGA Workweek count for each PAGA
6 Member will be rounded down to the nearest whole number. If a PAGA Member worked only one
7 day as a PAGA Member, such PAGA Member will be credited with having worked one PAGA
8 Workweek for purposes of the Settlement. Defendant's PAGA Workweeks data will be presumed
9 to be correct, unless a particular PAGA Member proves otherwise to the Settlement Administrator
10 by credible written evidence. All workweek disputes will be resolved and decided by the
11 Settlement Administrator, and the Settlement Administrator's decision on all workweek disputes
12 will be final and non-appealable. Each PAGA Share will be calculated by the Settlement
13 Administrator by dividing the PAGA Member Amount by the aggregate number of PAGA
14 Workweeks worked for all PAGA Members and multiplying the result by each PAGA Member's
15 individual number of PAGA Workweeks.

16 iii. Allocation of Settlement Awards: The Parties have agreed, based
17 on the allegations in the Action, that individual Settlement Awards payable to Participating Class
18 Members will be allocated from the Net Settlement Amount and paid as follows: ten percent (10%)
19 will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and ninety percent
20 (90%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC
21 will issue, to the extent required by law. Individual PAGA Share(s) for the PAGA Members will
22 be paid from the PAGA Member Amount (\$25,000.00), as alleged penalties for which IRS Forms
23 1099-MISC will issue.

24 iv. Settlement Awards and PAGA Awards Do Not Trigger Additional
25 Benefits: All Settlement Awards to Participating Class Members and all PAGA Shares to PAGA
26 Members shall be deemed to be income to such Participating Class Members and PAGA Members
27 solely in the year in which such awards actually are issued to the Participating Class Members and
28 PAGA Members. It is expressly understood and agreed that the issuance of such Settlement

1 Awards and PAGA Shares will not entitle any Participating Class Member or PAGA Member to
2 additional compensation or benefits under any company bonus, contest, or other compensation or
3 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
4 any Participating Class Member or PAGA Member to any increased retirement, 401(k) benefits or
5 matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the
6 Settlement Awards and PAGA Shares provided for in this Stipulation of Settlement are the sole
7 payments to be made by Defendant to the Participating Class Members and the PAGA Members
8 in connection with this Settlement, and that the Participating Class Members and PAGA Members
9 are not entitled to any new or additional compensation or benefits as a result of having received
10 the Settlement Awards and PAGA Shares (notwithstanding any contrary language or agreement
11 in any benefit or compensation plan document that might have been in effect during the period
12 covered by this Settlement).

13 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
14 modification, Defendant agrees to pay, from the Gross Settlement Amount, Class Counsel's
15 attorneys' fees and litigation expenses and costs as set forth in Paragraph 17 below.

16 vi. Class Representatives: The Parties agree to the designation of
17 Plaintiffs Maria Madrigal and Jorge Villalpando as "Class Representatives." Subject to Court
18 approval, and subject to Plaintiffs' execution of a general release of all claims under California
19 Code of Civil Procedure section 1542, Defendant agrees to pay to Plaintiffs, from the Gross
20 Settlement Amount, awards at no additional cost to the Released Parties ("Enhancement
21 Award(s)"). The Enhancement Awards paid to the Class Representatives cannot exceed
22 \$10,000.00 each, are subject to Court approval, and are in addition to any claimed individual
23 Settlement Awards or PAGA Shares to which the Class Representatives are entitled under this
24 Stipulation of Settlement. The Enhancement Awards are to be paid out of, and to be deducted
25 from, the Gross Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-
26 MISC for the Enhancement Awards to Plaintiffs for Plaintiffs' services as Class Representatives,
27 and Plaintiffs will be responsible for correctly characterizing this compensation for tax purposes
28 and for paying any taxes on the amounts received. Should the Court approve Enhancement Awards

1 to the Class Representatives in amounts less than that set forth above, the difference between the
2 lesser amount approved by the Court and the Enhancement Awards set forth above shall be added
3 to the Net Settlement Amount.

4 vii. Settlement Administrator: The “Settlement Administrator” will be
5 ILYM Group, Inc. (“Settlement Administrator”) after review and approval by the Parties of a not-
6 to-exceed quote for settlement administration expenses which Class Counsel agrees to request and
7 circulate to Defendant’s counsel. All settlement administration expenses shall be paid out of, and
8 be deducted from, the Gross Settlement Amount. Subject to Court approval or modification,
9 Defendant agrees to pay, from the Gross Settlement Amount, an “Administrator Expenses
10 Payment” not to exceed \$18,000.00 except for a showing of good cause and as approved by the
11 Court. To the extent the Settlement Administrator’s expenses are less or the Court approves
12 payment less than \$18,000.00, the Settlement Administrator will retain the remainder in the Net
13 Settlement Amount. ILYM Group, Inc. agrees to be bound by this Stipulation of Settlement and
14 to perform, as a fiduciary, all duties specified in this Stipulation of Settlement in exchange for the
15 Administrator Expenses Payment. The Parties and their counsel represent that they have no interest
16 or relationship, financial, or otherwise, with the Settlement Administrator other than a professional
17 relationship arising out of prior experiences administering settlements. The Settlement
18 Administrator shall have and use its own Employer Identification Number for purposes of
19 calculating payroll tax withholdings and providing reports to state and federal tax authorities. The
20 Settlement Administrator shall establish a settlement fund that meets the requirements of a
21 Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

22 viii. Mailing of Settlement and PAGA Awards: The Settlement
23 Administrator will cause the Settlement Awards to be mailed to the Class Members who have not
24 opted out of the Settlement and have not previously released their claims as to Defendant, and the
25 PAGA Shares to be mailed to PAGA Members, within five (5) calendar days following the
26 Effective Date and funding of the second half of the Gross Settlement Amount.

27 ix. Potential Escalator Clause or Alternative Class Period End Date:
28 For Settlement purposes and based on Class Member data presently available at the time of

1 Settlement, Defendant represented that the Class Members and PAGA Members consist of
2 approximately 1,819 unique persons who have worked approximately 159,648 workweeks from
3 April 14, 2019, through December 5, 2024. If it is determined by the Settlement Administrator that
4 the total number of Workweeks worked by the Class Members during the Class Period actually
5 exceeds 159,648 by more than 10% (i.e., by more than 175,612 Workweeks), then Defendant at
6 its sole discretions shall either: (1) increase the Gross Settlement Amount on a pro rata basis equal
7 to the percentage increase in the number of Workweeks (i.e. if the number of Workweeks increases
8 by 11% to 177,209 Workweeks, then the Gross Settlement Amount will increase by 1%); or (2)
9 end the Class Period and PAGA Period at the point in time where the number of Workweeks equals
10 159,648 Workweeks.

11 d. Enhancement Awards to Plaintiffs for Service as Class Representatives:

12 The Settlement Administrator will pay the Enhancement Awards approved by the Court to
13 Plaintiffs within five (5) calendar days following the Effective Date and full funding of the Gross
14 Settlement Amount.

15 e. Right to Rescission: If more than ten percent (10%) of the Settlement Class
16 opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the
17 Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Final Court
18 Approval of Settlement (“Class Notice”), Defendant shall have the right (but not the obligation) in
19 its sole discretion to rescind and void the Settlement, before final approval by the Court, by
20 providing written notice to Class Counsel no later than fourteen (14) calendar days after the
21 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
22 administration incurred up to that date but shall not be obligated to pay any Class Counsel’s fees
23 or litigation expenses and costs.

24 SETTLEMENT ADMINISTRATION

25 16. The Settlement Administrator shall be mutually agreed upon by the Parties to
26 perform the customary duties of the Settlement Administrator, subject to Court approval. The
27 Settlement Administrator will mail the Class Notice to all Class Members and PAGA Members.
28 The Settlement Administrator will calculate the amounts due to Class Members and PAGA

Members in accordance with this Stipulation of Settlement and the number of Workweeks allocated to Class Members and number of PAGA Workweeks allocated to PAGA Members by Defendant. The Settlement Administrator shall report, in summary or narrative form, its calculation of payment amounts and whether the escalator clause referenced in Paragraph 15(c)(ix) has been triggered. Upon receipt of funds from Defendant, the Settlement Administrator will issue and send out Settlement Awards to Participating Class Members and PAGA Shares to PAGA Members. Defendant and Class Counsel shall be able to review proposed distributions to ensure correct and accurate distributions and representations to the Class Members and PAGA Members through the Class Notice. Tax treatment of the Settlement Awards and PAGA Awards will be as set forth herein and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out. The Settlement Administrator shall create and maintain a webpage, which will include links to the Stipulation of Settlement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available, until the Effective Date. The website shall also include links to any other documents or information the Settlement Administrator deems necessary to perform its duties. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

ATTORNEYS' FEES AND LITIGATION COSTS

17. Subject to final approval or modification by the Court, Defendant agrees to pay, from the Gross Settlement Amount, Class Counsel attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$1,050,000 if the Gross Settlement Amount is \$3,000,000), and attorneys' costs and expenses not to exceed \$40,000 ("Attorneys' Fees and Costs"). Defendant will not object to Class Counsel's application for Attorneys' Fees and Costs up to these amounts. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in

1 connection with the approval by the Court of this Stipulation of Settlement, the administration of
2 the Settlement, and obtaining the final judgment. Should Class Counsel request lesser amounts,
3 or should the Court approve lesser amounts for the Attorneys' Fees and Costs, the difference
4 between the lesser amounts and the fees and litigation expenses and costs set forth above shall be
5 added to the Net Settlement Amount. Class Counsel agrees that should the Court approve a lesser
6 amount of fees or litigation expenses, Class Counsel will be bound by the Court's decision and
7 shall not have a right to appeal. The Settlement Administrator will pay the Attorneys' Fees and
8 Costs using one or more IRS 1099 Forms.

9 18. The Attorneys' Fees and Costs approved by the Court shall be paid to Class Counsel
10 within five (5) calendar days following the Effective Date and full funding of the Gross Settlement
11 Amount.

12 NOTICE TO THE PLAINTIFF CLASS

13 19. The Class Notice shall be jointly drafted by the Parties and, as approved by the
14 Court, shall be sent by the Settlement Administrator to the Class Members and PAGA Members
15 by first-class mail. The Class Notice shall be mailed to Class Members and PAGA Members in
16 English with a Spanish translation substantially in the form identified as **Exhibit A** to this
17 Stipulation of Settlement.

18 a. Within thirty (30) calendar days after preliminary approval of this
19 Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class
20 Members' and PAGA Members' full names, last-known addresses, last-known telephone
21 numbers, Social Security numbers, number of Workweeks during the Class Period, and number of
22 PAGA Workweeks during the PAGA Period ("Class and PAGA Member Information" or "Class
23 Data"). No later than three (3) business days after receipt of the Class Data, the Settlement
24 Administrator shall notify Class Counsel that the list has been received and state the number of
25 Class Members, Aggrieved Employees, Workweeks, and PAGA Workweeks in the Class Data.
26 The Parties agree the Class and PAGA Member Information will be used only by the Settlement
27 Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class
28 Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to

1 protect this confidential and private information. To the extent Class Counsel possesses or comes
2 to possess the Class and PAGA Member Information from the Settlement Administrator, Class
3 Counsel shall return all such information (including copies and data or information derived
4 therefrom) within seven (7) calendar days from the date the Court finally approves the Settlement,
5 shall destroy all copies in any form of such information, and shall not retain, maintain, or use such
6 information for any purpose. The information provided for above shall be based on Defendant's
7 payroll and other business records and in a format acceptable to the Settlement Administrator.
8 Defendant agrees to consult with the Settlement Administrator prior to the production date to
9 ensure that the format will be acceptable to the Settlement Administrator. The information will
10 need to be provided to the Settlement Administrator using reasonable security measures and
11 reasonably secure technology. Defendant has a continuing duty to immediately notify the
12 Settlement Administrator if it discovers that the Class Data omitted Class Member and/or PAGA
13 Member identifying information and to provide corrected or updated Class Data to the Settlement
14 Administrator as soon as reasonably feasible. The Settlement Administrator will run a check of
15 the Class Members' and PAGA Members' addresses against those on file with the U.S. Postal
16 Service's National Change of Address List. Within ten (10) calendar days of receiving the Class
17 Data, the Settlement Administrator will mail the Class Notice, in English and Spanish, to Class
18 Members and PAGA Members, via first-class United States Postal Service ("USPS") mail.

19 b. Class Notices returned to the Settlement Administrator as non-delivered
20 shall be resent to the forwarding address, if any, on the returned envelope. If there is no forwarding
21 address, the Settlement Administrator will do an NCOA check and will skip-trace return mail using
22 the Class Member's and PAGA Member's, as applicable, Social Security Number and re-mail
23 within three (3) business days of receipt; this search will be performed only once per Class Member
24 and PAGA Member by the Settlement Administrator. Upon completion of these steps by the
25 Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have
26 satisfied their obligations to provide the Class Notice to the affected member of the Settlement
27 Class. The affected member of the Settlement Class shall remain a member of the Settlement
28 Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's final

approval order and final judgment.

c. The Class Notice shall identify the procedures for opting out of or objecting to the Settlement.

d. If the Settlement Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Stipulation of Settlement not later than fourteen (14) calendar days after receipt of the Class Notice, or the Response Deadline provided in the Class Notice, whichever is later.

e. Class Counsel shall provide to the Court, at least sixteen (16) court days before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice.

ADMINISTRATION PROCESS

20. The Class Members will have forty-five (45) calendar days from the date of mailing in which to submit Requests for Exclusion, disputes of Workweeks and/or PAGA Workweeks, and/or written objections ("Response Deadline"). PAGA Members are not entitled to opt out of the PAGA portion of the Settlement as a PAGA Member. Class Members whose Notices are remailed shall have fourteen (14) calendar days from the remailing of the Class Notice or until the end of the initial 45-day period, whichever comes later, in which to opt out.

21. The Settlement Awards to Participating Class Members and PAGA Shares to PAGA Members will be mailed by the Settlement Administrator within five (5) calendar days of the Effective Date and full funding of the Gross Settlement Amount. The Settlement Award and PAGA Share checks shall remain valid and negotiable for one hundred twenty (120) calendar days from the date of their issuance;; upon the deadline to cash the Settlement Award and PAGA Share checks, the checks will automatically be cancelled by the Settlement Administrator if not cashed

1 by the Participating Class Member or the PAGA Member within that time, at which point the
2 Participating Class Members' and PAGA Members' checks will be deemed void and of no further
3 force or effect, and the Participating Class Members' and PAGA Members' claims will remain
4 released by the Settlement. The checks provided to Participating Class Members and PAGA
5 Members shall prominently state the expiration date or a statement that the checks will expire in
6 one hundred twenty (120) calendar days, or alternatively, such a statement may be made in a letter
7 accompanying the check. Expired Settlement Award and PAGA Share checks will not be reissued,
8 except for good cause and as mutually agreed by the Parties in writing. Any checks that remain
9 uncashed after 120 days of issuance will be sent to the State of California's Unclaimed Property
10 Fund in the name of the Participating Class Member and/or PAGA Member. The Parties agree that
11 this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the
12 entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they
13 cash their settlement checks. Upon completion of its calculation of payments, the Settlement
14 Administrator shall provide Defendant and Class Counsel with a report listing the amount of all
15 payments to be made to each Participating Class Member and PAGA Member. Defendant, on
16 behalf of the Released Parties, will pay to the Settlement Administrator the Gross Settlement
17 Amount in two parts, the first half within thirty (30) calendar days after the Effective Date, and
18 the second half no later than December 15, 2026. Payments will be held in trust by the Settlement
19 Administrator. The Settlement Administrator will be responsible for making appropriate
20 deductions, calculating and reporting the employer payroll taxes on the Settlement Awards, paying
21 to Class Counsel any Court-approved Attorneys' Fees and Costs, paying to the Class
22 Representatives any Court-approved Enhancement Awards, paying the LWDA the LWDA
23 Payment, paying the Settlement Administrator the Administrator Expenses Payment, meeting tax
24 reporting obligations, and for issuing the individual Settlement Awards to Participating Class
25 Members and PAGA Shares to PAGA Members. Proof of compliance with the Court's final
26 approval order will be provided to counsel for the Parties by the Settlement Administrator within
27 twenty-one (21) calendar days after all payment obligations, and the check cashing deadline for
28 Participating Class Members and PAGA Members have passed.

1 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

2 22. Opting Out of the Settlement. For those Class Members who do not wish to
3 participate in the Settlement, such Class Members may exclude themselves by submitting a timely
4 written request (“Request for Exclusion”) to the Settlement Administrator. PAGA Members
5 cannot opt out as a PAGA Member. The Request for Exclusion must contain the Class Member’s
6 full name, address, signature, and words to the effect that the Class Member desires to be excluded
7 from the Settlement, and be mailed to the Settlement Administrator by the Response Deadline
8 (plus an additional 14 days for Class Members whose Class Notice is re-mailed). The Settlement
9 Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the
10 information specified in the Class Notice. The Settlement Administrator shall accept any Request
11 for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the
12 person as a Class Member and the Class Member’s desire to be excluded. The Court has the power
13 to make the final determination on challenges. If the Settlement Administrator has reason to
14 question the authenticity of a Request for Exclusion, the Settlement Administrator may demand
15 additional proof of the Class Member’s identity. Any individual who submits a Request for
16 Exclusion will not be allowed to object to the terms of the Settlement.

17 a. Requests for Exclusion (Opt-outs) and Exclusion List. The Settlement
18 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their
19 validity. Not later than five (5) calendar days after the expiration the Response Deadline, the
20 Settlement Administrator shall email a list to Class Counsel and Defendant’s counsel containing
21 (a) the names of Class Members who have timely submitted valid Requests for Exclusion
22 (“Exclusion List”); (b) the names of Class Members who have submitted invalid Requests for
23 Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

24 b. Weekly Reports. The Settlement Administrator must, on a weekly basis,
25 provide written reports to Class Counsel and Defendant’s counsel that, among other things, tally
26 the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests
27 for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
28 and/or PAGA Workweeks received and/or resolved, and checks mailed for Settlement Awards and

1 PAGA Shares (“Weekly Report”). The Weekly Reports must include the Settlement
2 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
3 Requests for Exclusion and objections received.

4 c. Settlement Administrator’s Declaration. Not later than fourteen (14)
5 calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval
6 of the Settlement, the Settlement Administrator will provide to Class Counsel and Defendant’s
7 counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
8 compliance with all of its obligations under this Stipulation of Settlement, including but not limited
9 to, its mailing of the Class Notices, the Class Notices returned as undelivered, the re-mailing of
10 Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from
11 Settlement it received (both valid or invalid), the number of written objections and attach the
12 Exclusion List. The Settlement Administrator will supplement its declaration as needed or
13 requested by the Parties and/or the Court.

14 d. Final Report by Settlement Administrator. Within ten (10) calendar days
15 after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the
16 Settlement Administrator will provide Class Counsel and Defendant’s counsel with a final report
17 detailing its disbursements by employee identification number only of all payments made under
18 this Stipulation of Settlement. At least fifteen (15) calendar days before any deadline set by the
19 Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defendant’s
20 counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
21 payments required under this Stipulation of Settlement. Class Counsel is responsible for filing the
22 Settlement Administrator’s declaration in Court.

23 23. Objecting to the Settlement. Any Participating Class Member can object to the
24 terms of the class action portions of the Settlement by submitting a written objection, which must
25 contain the objector’s full name, address, signature, and the basis for their objection accompanied
26 by any legal support for the objection. Any written objections must be mailed to the Settlement
27 Administrator by the Response Deadline (plus an additional 14 days for Class Members whose
28 Class Notice is re-mailed). However, a Participating Class Member may appear at the final

1 approval hearing, either in person or through his/her own counsel, and object to the Settlement and
2 any of its terms without submitting a prior written objection in the manner and by the deadline
3 specified above. Each Party retains the right to respond to any objection raised by a Participating
4 Class Member, including the right to file responsive documents in Court no later than five (5) court
5 days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court. If the
6 Court rejects the objection, the individual will be bound by the terms of the Settlement.

7 RELEASE BY THE PARTICIPATING CLASS MEMBERS AND PLAINTIFFS

8 24. Effective upon the Effective Date and when Defendant fully funds the entire Gross
9 Settlement Amount and employer payroll taxes owed on the wage portion of the Settlement
10 Awards, the Participating Class Members fully release and discharge the Released Parties from all
11 claims under state, federal, and local law and all class claims that were or could have been asserted
12 based on the facts and allegations made in the Operative Complaint, arising during the Class
13 Period, as to the Participating Class Members, including without limitation, California Labor Code
14 sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 510, 512, 516,
15 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802; California
16 Industrial Commission Wage Orders; Cal. Code Regs., Title 8, section 11040, et seq.; California
17 Employment Development Department guidance and Business and Professions Code sections
18 17200, et seq., California Code of Civil Procedure sections 382 and 1021.5; and including all
19 claims for or related to alleged unpaid wages, off the clock work, minimum wages, hours worked,
20 overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of
21 wages during employment, timely payment of wages at separation, wage statements, payroll
22 records and recordkeeping, unreimbursed business expenses, meal periods and meal period
23 premiums, rest breaks and rest break premiums, unfair competition, unfair business practices,
24 unlawful business practices, fraudulent business practices, declaratory relief, and penalties of any
25 nature (including but not limited to civil penalties and waiting-time penalties but excluding
26 penalties under PAGA), interest, fees, costs, as well as all other claims and allegations alleged in
27 the Operative Complaint during the Class Period (collectively "Released Class Claims").
28 Expressly excluded from the Released Class Claims are claims for vested benefits, retaliation,

1 discrimination, unemployment insurance, disability, social security benefits, workers
2 compensation, and claims that arose outside the Class Period.

3 25. Effective upon the Effective Date and when Defendant fully funds the entire Gross
4 Settlement Amount and employer payroll taxes owed on the wage portion of the Settlement
5 Awards,, Plaintiffs as proxies for the State of California and the LWDA, and as representatives of
6 the PAGA Members, release all representative and aggrieved party claims arising during the
7 PAGA Period seeking civil penalties under PAGA that were asserted or could reasonably have
8 asserted based on the facts alleged in the Operative Complaint and/or the LWDA letters submitted
9 by Plaintiffs, including, but not limited to penalties for alleged violations of Labor Code sections
10 200, 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558,
11 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, *et seq.*, and
12 2699, *et seq.*, the wage orders of the California Industrial Welfare Commission, including all
13 claims for or related to alleged unpaid wages, off the clock work, minimum wages, hours worked,
14 overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of
15 wages during employment, timely payment of wages at separation, wage statements, payroll
16 records and recordkeeping, unreimbursed business expenses, meal periods and meal period
17 premiums, and rest breaks and rest break premiums (collectively “Released PAGA Claims”). The
18 Settlement shall release, and bar, all Released PAGA Claims by or on behalf of Plaintiffs and all
19 PAGA Members during the PAGA Period, regardless of whether Plaintiffs and/or a PAGA
20 Member negotiate(s) (cashes) their PAGA Share check(s) pursuant to the Settlement. PAGA
21 Members cannot and do not have the right to opt out of the PAGA Settlement and/or the Released
22 PAGA Claims. As such, an individual opting out of the Class Settlement has no impact as to their
23 standing and/or inclusion in the PAGA Settlement assuming they qualify as a PAGA Member.

24 26. Effective upon the Effective Date and when Defendant fully funds the entire Gross
25 Settlement Amount and employer payroll taxes owed on the wage portion of the Settlement
26 Awards, in addition to the Released Class Claims and Released PAGA Claims, Plaintiffs agree to
27 generally release the Released Parties from any and all claims, whether known or unknown, under
28 all federal, state, and local statutes, and federal and state common law (including but not limited

to those for contract, tort and equity) (“Plaintiffs’ Release”). Plaintiffs acknowledge the language of Section 1542 of the California Civil Code, which provides:

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

Plaintiffs expressly waive the protection of Section 1542. Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by Plaintiffs to exist may hereafter be discovered. It is Plaintiffs’ intention to settle fully and release all of the claims, except for any claims or actions to enforce this Stipulation of Settlement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period, Plaintiffs now have against the Released Parties, whether known or unknown, suspected or unsuspected.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

27. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to notify the Court of the Settlement through a Notice of Proposed Class and PAGA Action Settlement, and to request that all current Court deadlines be continued pending Court approval of the Settlement. Class Counsel agree to cease all affirmative communication (oral and written) with the putative class members, other than through Court-approved notices; this provision does not prevent Class Counsel from communicating with any Class Member or PAGA Member who may contact Class Counsel. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to respond to inquiries from Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members. Plaintiffs shall promptly submit this Stipulation of Settlement to the Stanislaus County Superior Court in support of Plaintiffs’ Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Plaintiffs agree to provide Defendant the opportunity to review and to approve before filing, Plaintiffs’ Motion for Preliminary Approval. At the same time Plaintiffs submit this Stipulation of Settlement to the

Stanislaus County Superior Court, or prior to, Plaintiffs agree to submit a copy of the Stipulation of Settlement to the LWDA. Promptly upon execution of this Stipulation of Settlement, Plaintiffs shall apply to the Court for the entry of an order preliminarily approving the Settlement in a form that is mutually agreeable between the Parties and also provides for the following:

a. Scheduling a Final Fairness hearing on the question of whether the proposed Settlement, including payment of the Attorneys' Fees and Costs, Administrator Expenses Payment, and the Enhancement Awards should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;

b. Certifying the Settlement Class, Plaintiffs Maria Madrigal and Jorge Villalpando as Class Representatives, and Samuel A. Wong, Kashif Haque, Jessica L. Campbell, Kristy R. Connolly, and Elizabeth P. Robles of the Aegis Law Firm, PC, and Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC, as Class Counsel;

c. Approving as to form and content the proposed Class Notice;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Class Notice;

e. Directing the mailing of the Class Notice by first-class mail to the Class Members and PAGA Members;

f. Preliminarily approving the Settlement subject only to the objections of Class Members, and final review by the Court; and

g. Enjoining Plaintiffs and all Class Members and PAGA Members from filing or prosecuting any other cases, claims, suits, or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the Released Class Claims and Released PAGA Claims, unless and until such Class Members have submitted valid Requests for Exclusion with the Settlement Administrator and the time for submitting Requests for Exclusion with the Settlement Administrator has elapsed.

(h) The Preliminary Approval Order shall be substantially in the form identified as **Exhibit B** to this Stipulation of Settlement.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

28. Class Counsel agrees to destroy all confidential documents, lists, and data in all forms and formats (originals and copies) within seven (7) calendar days after written request from Defendant's counsel and after final Court approval of the Settlement. Plaintiffs agree to provide Defendant the opportunity to review and to approve before filing, Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel agrees to submit a proposed final order and judgment mutually agreeable between the Parties, and substantially in the form identified as **Exhibit C** to this Settlement, that provides for the following:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of Attorneys' Fees and Costs;
- c. Approving the Enhancement Awards to the Class Representatives; and
- d. Entering judgment in accordance with California Rules of Court, rule 3.769(h), and permanently barring and enjoining all Class Members and PAGA Members from prosecuting the Released Class Claims and Released PAGA Claims against the Released Parties.

PARTIES' AUTHORITY

29. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

30. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the

assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

31. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from submitting Requests for Exclusion and/or written objections.

NO PRIOR ASSIGNMENTS

32. The Parties and their counsel represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, or 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 except as set forth herein.

NO ADMISSION

33. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

34. The Parties agree that the Stanislaus County Superior Court shall retain jurisdiction to enforce the terms of the Settlement pursuant to California Code of Civil Procedure section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees, incurred in connection with any enforcement actions.

NOTICES

35. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given

as of the third (3rd) business day after mailing by United States first class, registered, or certified mail, return receipt requested, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Settlement Class

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Kristy R. Connolly
kconnolly@aegislawfirm.com
Elizabeth P. Robles
erobles@aegislawfirm.com
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

Jonathan M. Genish
jgenish@blackstonepc.com
Karen I. Gold
kgold@blackstonepc.com
Marissa A. Mayhood
mmayhood@blackstonepc.com
Alexandra Rose
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211

To Defendant

Cary G. Palmer
Evan D. Beecher
Evan M. McBride
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

NO PUBLIC COMMENT

36. The Class Representatives and Class Counsel will not make any public disclosure of the Settlement, except through Court filings to preliminarily and finally approve the Settlement. Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of, and will ensure that the Class Representatives adhere to, the restriction against any public disclosure of the Settlement. Following preliminary Court approval of the Settlement, the Class

Representatives and Class Counsel will not initiate any communications (directly or indirectly) with the media regarding the Action. Notwithstanding the foregoing, the Class Representatives and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court. Class Counsel will take all steps reasonably necessary to ensure that the Class Representatives are aware of, and will ensure that they will adhere to, the restriction against any media comment on the Settlement and its terms. This provision shall not apply to the filing of any documents with the Court or LWDA that are necessary to effectuate the Settlement, nor is it intended to interfere with or restrict: (1) the Settlement Administrator from distributing the Class Notice and complying with its obligation to provide information to the Class Members and/or PAGA Members; (2) the Settlement Administrator from posting any judgment on its website; (3) Class Counsel from disclosing in public court filings the names of the Parties in the Action, the venue/case number of the Action, and any other publicly-available information about the Action for purposes of proving adequacy in other cases; and (4) disclosures between any Party and that Party's counsel and expert in this Action.

CONSTRUCTION

37. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or his, her, their, or its counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

38. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

39. This Stipulation of Settlement may not be changed, altered, or modified, except in

1 writing and signed by counsel for the Parties hereto and approved by the Court. This Stipulation
2 of Settlement may not be discharged except by performance in accordance with its terms or by
3 a writing signed by the Parties hereto.

4 INTEGRATION CLAUSE

5 40. This Stipulation of Settlement and the Confidential Memorandum of
6 Understanding contain the entire agreement between the Parties relating to the Settlement and
7 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
8 representations, and statements, whether oral or written and whether by a Party or such Party's
9 legal counsel, are merged herein. No rights hereunder may be waived except in writing.

10 BINDING ON ASSIGNS

11 41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
12 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
13 administrators, successors, and assigns.

14 CLASS MEMBER SIGNATORIES

15 42. It is agreed that because the Class Members and PAGA Members are so numerous,
16 it is impossible or impractical to have each Class Member and PAGA Member execute this
17 Stipulation of Settlement. The Class Notice will advise all Class Members and PAGA Members
18 of the binding nature of the release.

19 COUNTERPARTS

20 43. This Stipulation of Settlement may be executed in counterparts and by facsimile
21 signatures, and when each Party has signed and delivered at least one such counterpart, each
22 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
23 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon
24 and effective as to all Parties.

25
26 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
27 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and
28 Defendant as of the date(s) set forth below:

Plaintiffs and Class Representatives

Dated: 12/3/2025 | 12:31 PM PST

Dated: 11/18/2025

Defendant

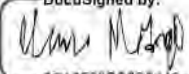
Dated: 12/10/2025

APPROVED AS TO FORM:

Dated: 12/03/25

Dated: 11/18/2025

Dated: December 4, 2025

DocuSigned by:

301258082793442

MARIA MADRIGAL



JORGE VILLALPANDO

BEST DEAL FOOD COMPANY, INC.

By: 
Mark A. Olson (Dec 10, 2025 22:07:10 PST)
Its Authorized Officer or Agent

AEGIS LAW FIRM, PC

By: 
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly
Elizabeth P. Robles

Attorneys for Plaintiff Maria Madrigal and
Class and PAGA Members

BLACKSTONE LAW, APC

By: 
Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Alexandra Rose

Attorneys for Plaintiff Jorge Villalpando and
Class and PAGA Members

JACKSON LEWIS P.C.

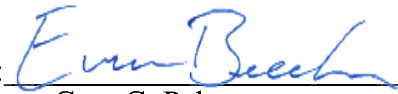
By: 
Cary G. Palmer
Evan D. Beecher
Evan M. McBride
Attorneys for Defendant

EXHIBIT A

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

MARIA MADRIGAL & JORGE VILLALPANDO,
individually and on behalf of all others similarly situated,

Plaintiffs,

v.

BEST DEAL FOOD COMPANY, INC.; and DOES 1
through 20, inclusive,

Defendant.

Case No. CV-23-005838

**NOTICE OF PROPOSED CLASS AND PAGA
ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

**ATTENTION: ALL PERSONS EMPLOYED BY BEST DEAL FOOD COMPANY, INC. AS NON-EXEMPT EMPLOYEES
IN CALIFORNIA FROM APRIL 14, 2019 TO MARCH 13, 2025:**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS
ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR
RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES
DESCRIBED BELOW.**

**IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE
SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE**
[REDACTED].

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for Stanislaus County entered on [REDACTED], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Stanislaus on behalf of all persons currently and formerly employed by Best Deal Food Company, Inc. (“Defendant”) as non-exempt employees in California from April 14, 2019 to March 13, 2025 (the “Settlement Class” or “Class Members”); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for all claims covered by the Settlement.

All Class Members who worked any hours for Defendant in California during any pay period from October 10, 2022 through March 13, 2025 are aggrieved employees with respect to the California Private Attorneys General Act (“PAGA”) (“PAGA Members”), and will be paid their PAGA Share and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.

The “Released Parties” in the Action include: (i) Defendant; (ii) each of Defendant’s past and present parents, subsidiaries, partners, affiliates and clients, including, without limitation, and any such corporation, limited liability company or partnership; (iii) each of Defendant’s past and present board members, directors, officers, agents, employees, attorneys, insurers, members, clients, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California during the Class Period and/or PAGA Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On October 10, 2023, Plaintiff Maria Madrigal filed a complaint against Defendant in the Stanislaus County Superior Court on behalf of herself and other non-exempt employees who worked for Defendant in California. On February 7, 2024, Plaintiff Madrigal filed a first amended complaint, which asserted the same claims and added a claim for penalties for wage and hour violations under PAGA. On December 1, 2023, Plaintiff Jorge Villalpando filed a complaint against Defendant in the Kings County Superior Court on behalf of himself and other non-exempt employees who worked for Defendant in California. On January 29, 2024, Plaintiff Villalpando filed a second complaint asserting similar claims under PAGA. On May 28, 2025, Plaintiffs filed a consolidated class and PAGA complaint in the Stanislaus County Superior Court, alleging claims of: failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to timely provide wages during employment; failure to provide accurate

itemized wage statements; failure to pay all wages due upon separation of employment; failure to reimburse business expenses; violation of Business and Professions Code section 17200, et seq.; and enforcement of PAGA (“Operative Complaint”). On June 26, 2025 and July 16, 2025, Plaintiff Villalpando dismissed his complaints filed in Kings County Superior Court. The term “Action” means this putative class and representative action pending in Stanislaus County Superior Court, Case No. CV-23-005838. The class period is from April 14, 2019 through March 13, 2025 (the “Class Period”). The PAGA period is from October 10, 2022 through March 13, 2025 (the “PAGA Period”).

Plaintiffs’ Operative Complaint alleges failure to pay wages, including overtime wages, failure to provide meal and rest periods, failure to timely pay wages, failure to provide accurate wage statements, failure to reimburse business expenses, unfair competition, and a PAGA cause of action, on behalf of all persons currently and formerly employed by Defendant as non-exempt employees in California from April 14, 2019 to March 13, 2025. Plaintiffs’ Operative Complaint seeks recovery of compensatory damages, penalties, interest, and attorneys’ fees and costs. Defendant denies all claims and denies that Plaintiffs and the Class Members and PAGA Members are entitled to any recovery.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties participated in a private mediation before mediator Brandon McKelvey on December 5, 2024. Based upon the Parties’ negotiations at mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached a Class and PAGA Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant (“Settlement”), which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$3,000,000 for all claims, attorneys’ fees and costs, enhancement awards, penalties, and settlement administration expenses (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount which equals \$1,050,000, attorneys’ costs not to exceed \$40,000, Enhancement Awards to the Class Representatives not to exceed \$10,000 each, the fees and expenses of the settlement administrator estimated not to exceed \$18,000, and \$100,000 allocated to penalties under PAGA, \$75,000 of which is payable to the California Labor and Workforce Development Agency (“LWDA”) (the “Net Settlement Amount”), and the Net Settlement Amount will be distributed to all Class Members. As explained further below, the amount of each Class Member’s Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period. Defendant’s employer taxes on the wage portion of the Settlement Awards will be a separate obligation owed and payable by Defendant in addition to the Gross Settlement Amount.

B. Settlement Formula and Settlement Awards

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement (“Participating Class Member”). All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: ten percent (10%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and ninety percent (90%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue. Individual “PAGA Shares” for the PAGA Members will be paid from the 25% portion of the PAGA Amount allocated to the PAGA Members, as alleged penalties for which IRS Form 1099 will issue.

Settlement Awards to Class Members will be based on the number of weeks worked by individual Class Members during the Class Period. The number of workweeks will be determined by Defendant and based upon Defendant’s records. Defendant, based on Defendant’s records, will calculate the number of workweeks for each Class Member during the Class Period. If a Class Member worked any amount of time during a given week, he or she shall be credited for working that workweek. If a Class Member worked only one day as a Class Member, such Class Member will be credited with having worked one workweek for purposes of the Settlement.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company

compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records

For each Class Member and PAGA Member, the amount payable to the Class Member and/or the PAGA Member will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct, unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member or PAGA Member. If a Class Member or PAGA Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member or PAGA Member. The dispute will be resolved by the Settlement Administrator as described in Section E below.

D. Release of Claims

Upon the Effective Date and when Defendant full funds the entire Gross Settlement Amount and employer taxes owed on the wage portion of the Settlement Awards, Participating Class Members fully release and discharge the Released Parties from all claims under state, federal, and local law and all class claims that were or could have been asserted based on the facts and allegations made in the Operative Complaint, arising during the Class Period, as to the Participating Class Members, including without limitation, California Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802; California Industrial Commission Wage Orders; Cal. Code Regs., Title 8, section 11040, et seq.; California Employment Development Department guidance and Business and Professions Code sections 17200, et seq., California Code of Civil Procedure sections 382 and 1021.5; and including all claims for or related to alleged unpaid wages, off the clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, declaratory relief, and penalties of any nature (including but not limited to civil penalties and waiting-time penalties (but excluding penalties under PAGA), interest, fees, costs, as well as all other claims and allegations alleged in the Operative Complaint during the Class Period (collectively "Released Class Claims"). Expressly excluded from the Released Class Claims are claims for vested benefits, retaliation, discrimination, unemployment insurance, disability, social security benefits, workers compensation and claims that arose outside the Class Period.

Upon the Effective Date and when Defendant full funds the entire Gross Settlement Amount and employer taxes owed on the wage portion of the Settlement Awards, Plaintiffs as proxies for the State of California and the LWDA, and as representatives of the PAGA Members, release all representative and aggrieved party claims arising during the PAGA Period seeking civil penalties under PAGA that were asserted or could reasonably have asserted based on the facts alleged in the Operative Complaint and/or the LWDA letters submitted by Plaintiffs, including, but not limited to penalties for alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, et seq., and 2699, et seq., the wage orders of the California Industrial Welfare Commission, including all claims for or related to alleged unpaid wages, off the clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, and rest breaks and rest break premiums (collectively "Released PAGA Claims"). The Settlement shall release, and bar, all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members during the PAGA Period, regardless of whether Plaintiffs and/or a PAGA Member negotiate(s) (cashes) their PAGA Share check(s) pursuant to the Settlement. PAGA Members cannot and do not have the right to opt out of the PAGA Settlement and/or the Released PAGA Claims. As such, an individual opting out of the Class Settlement has no impact as to their standing and/or inclusion in the PAGA Settlement assuming they qualify as a PAGA Member.

E. Resolution of Workweek Disputes

If a Class Member or PAGA Member disputes the accuracy of Defendant's records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Settlement Administrator. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

F. Enhancement Awards for the Class Representative

Subject to approval by the Court, the Class Representatives will each receive an Enhancement Award up to \$10,000. This payment will be made for his and her service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representatives also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Participating Class Members, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-five percent (35%) of the Gross Settlement Amount which equals \$1,050,000, and attorneys' costs not to exceed \$40,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

III. HOW MUCH WILL YOU GET FROM THE SETTLEMENT?

Defendant's records indicate that you worked << >> workweeks between April 14, 2019 through March 13, 2025. Based on these records, your estimated payment as a Class Member would be \$<<Estimated Award>>. Ten percent of this payment is subject to employee-side taxes and withholdings.

Defendant's records indicate that you worked << >> workweeks between October 10, 2022 through March 13, 2025. Based on these records, your estimated payment as a PAGA Member would be \$<<Estimated PAGA>>.

Under the terms of the Settlement, your estimated payments will be sent by or before December 2026.

IV. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from Class Action Portion of the Settlement

If you do not wish to participate in the Settlement, you may be excluded from being a Class Member (i.e., "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated and mailed by First-Class U.S. Mail, or the equivalent, to:


Telephone: 

The Request for Exclusion must be postmarked no later than . If you submit a Request for Exclusion which is not postmarked by , your Request for Exclusion will be rejected, and you will be bound by the Released Class Claims and all other Settlement terms. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself from the class action settlement and not from the PAGA Settlement.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Class Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties.

B. Objection to Class Action Portion of the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before the Court grants final approval of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may send a written objection. Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and dates you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be delivered to the Settlement Administrator at the address below no later than :

Name of Settlement Administrator:
Mailing Address:

DO NOT TELEPHONE THE COURT.

However, a Class Member may appear at the Final Approval Hearing, either in person or through their own counsel, and object to the Settlement and any of its terms without submitting a prior written objection in the manner and by the deadline specified above. If you

choose to object to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [REDACTED] a.m./p.m. (Pacific Time) on [REDACTED], in Department 24, Superior Court of the State of California for the County of Stanislaus, 801 10th Street, Modesto, California 95354, or such other later date as the Court may authorize.

You may also learn more about making a remote appearance in this matter by reviewing the webpage located at <https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Effective upon the Effective Date and when Defendant fully funds the entire Gross Settlement Amount and employer payroll taxes owed on the wage portion of the Settlement Awards, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Class Claims. Further, each and every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 24 of the Superior Court of the State of California in and for the County of Stanislaus, 801 10th Street, Modesto, California 95354, on [REDACTED], at [REDACTED] a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Awards to be paid to the Class Representatives. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED], and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-five percent (35%) of the Gross Settlement Amount for attorneys' fees, which equals \$1,050,000, and not more than \$40,000 for attorneys' costs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Stanislaus County Superior Court, at 801 10th Street, Modesto, California 95354. You may also visit the Settlement Administrator's website at [www.\[REDACTED\]](http://www.[REDACTED]), which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available. You can contact the Settlement Administrator:

Name of Settlement Administrator:
Email Address:
Mailing Address:
Telephone:
Fax Number:

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Samuel A. Wong	Telephone: (949) 379-6250
Kashif Haque	Facsimile: (949) 379-6251
Jessica L. Campbell	E-mail: jcampbell@aegislawfirm.com
Elizabeth P. Robles	E-mail: erobles@aegislawfirm.com
AEGIS LAW FIRM, PC	
9811 Irvine Center Drive,	
Suite 100	
Irvine, California 92618	

Jonathan M. Genish	Telephone: (310) 622-4278
Karen I. Gold	Facsimile: (855) 786-6356
Marissa A. Mayhood	E-mail: kgold@blackstonepc.com
Alexandra Rose	E-mail: mmayhood@blackstonepc.com

BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211

E-mail: arose@blackstonepc.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK FOR INFORMATION REGARDING THIS
SETTLEMENT OR THE SETTLEMENT PROCESS.**

BY ORDER OF THE SUPERIOR COURT

4909-7666-2645, v. 1

EXHIBIT B

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
FARAH KHALED, State Bar No. 354318
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
fkhaled@aegislawfirm.com

(Additional Counsel on Following Page)

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

MARIA MADRIGAL & JORGE
VILLALPANDO, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

BEST DEAL FOOD COMPANY, INC; and
DOES 1 through 20, inclusive,

Defendant.

Case No. CV-23-005838

Assigned for All Purposes to:
Judge Sonny S. Sandhu; Dept. 24

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

Date: May 22, 2026
Time: 8:30 a.m.
Dept.: 24
Judge: Honorable Sonny S. Sandhu

Complaint Filed: 9/29/2022
FAC Filed: 12/15/2023
SAC Filed: 5/28/2025
Trial Date: Not Set

1 JONATHAN M. GENISH, State Bar No. 259031

2 jgenish@blackstonepc.com

3 KAREN I. GOLD, State Bar No. 258360

4 kgold@blackstonepc.com

5 MARISSA A. MAYHOOD, State Bar No.334376

6 mmayhood@blackstonepc.com

7 ALEXANDRA ROSE, State Bar No. 329407

8 arose@blackstonepc.com

9 **BLACKSTONE LAW, APC**

10 8383 Wilshire Blvd., Suite 745

11 Beverly Hills, CA 90211

12 Telephone: (310) 622-4278

13 Facsimile: (855) 786-6356

14 Attorneys for Plaintiffs Maria Madrigal & Jorge Villalpando,
15 individually, and on behalf of all others similarly situated.

1 Plaintiffs Maria Madrigal and Jorge Villalpando's Motion for Preliminary Approval of
2 Class Action and PAGA Settlement ("Motion") came before this Court on May 22, 2026, at 8:30
3 a.m., in Department 24 before the Honorable Sonny S. Sandhu, presiding. The Court having
4 considered the papers submitted in support of the Motion and good cause appearing therefor,

5 IT IS HEREBY ORDERED:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and
8 Release Between Plaintiffs and Defendant ("Stipulation of Settlement") filed with the Motion. All
9 terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

10 2. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate
11 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears
12 to be presumptively valid, subject only to any objections that may be raised at the final fairness
13 hearing and final approval by this Court.

14 3. A final fairness hearing on the question of whether the proposed Settlement,
15 attorneys' fees to Class Counsel, costs of administration, and Class Representatives' Enhancement
16 Awards should be finally approved as fair, reasonable and adequate as to the members of the Class
17 is scheduled in Department 24 on the date and time set forth in the Implementation Schedule in
18 Paragraph 10 below.

19 4. This Court approves, as to form and content, the Notice of Proposed Class and
20 PAGA Action Settlement and Hearing Date for Final Court Approval of Settlement ("Class
21 Notice") (**Exhibit A**). The Court approves the procedure for Class Members to opt out of and to
22 object to the Settlement as set forth in the Stipulation of Settlement and Class Notice.

23 5. Consistent with the definitions provided in the Stipulation of Settlement, the terms
24 "Settlement Class" and "Class Members" shall mean all persons employed by Defendant in
25 California as a non-exempt employee from April 15, 2019 through March 13, 2025. The Settlement
26 Class, however, shall not include any person who previously settled or released all the claims
27 covered by the Settlement, or any person who previously was paid or received awards through civil
28 or administrative actions for all the claims covered by the Settlement, or any person who submitted

1 a timely and valid Request for Exclusion as provided in the Settlement. The “Class Period” shall
2 be April 15, 2019 through March 13, 2025. All Class Members who worked any hours for
3 Defendant in California during any pay period from October 10, 2022 through March 13, 2025 are
4 aggrieved employees with respect to the California Private Attorneys General Act (“PAGA”)
5 (“PAGA Members”), and will be paid their PAGA Share and release the Released PAGA Claims
6 regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.

7 6. The Court directs the mailing of the Class Notice by first-class mail to the Class
8 Members in accordance with the Implementation Schedule set forth in Paragraph 10 below. The
9 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
10 Implementation Schedule, meet the requirements of due process and provide the best notice
11 practicable under the circumstances and shall constitute due and sufficient notice to all persons
12 entitled thereto.

13 7. It is ordered that the Settlement Class is preliminarily certified for settlement
14 purposes only.

15 8. The Court confirms Plaintiffs Maria Madrigal and Jorge Villalpando as Class
16 Representatives, and Samuel A. Wong, Kashif Haque, Jessica L. Campbell, Kristy R. Connolly,
17 and Farah Khaled of Aegis Law Firm, PC, and Jonathan M. Genish, Karen I. Gold, Marissa A.
18 Mayhood, and Alexandra Rose of Blackstone Law, APC as Class Counsel.

19 9. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
20 Administrator.

21 10. To facilitate administration of the Settlement pending final approval, the Court
22 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
23 administrative proceedings (including filing claims with the Division of Labor Standards
24 Enforcement of the California Department of Industrial Relations) regarding claims released by the
25 Settlement, unless and until such Class Members have submitted valid Requests for Exclusion with
26 the Settlement Administrator and the time for opting out of the class has elapsed.

10. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member and PAGA Member Information to Settlement Administrator	30 calendar days after Order Granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members and PAGA Members	10 calendar days after Settlement Administrator Receives Class Member and PAGA Member Information
c.	Deadline for Class Members to Postmark Requests for Exclusion, Written Objections, and/or Disputes	45 calendar days after mailing of Class Notice
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	14 calendar days after the opt-out deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards	16 court days before Final Approval Hearing
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 court days before Final Approval Hearing
g.	Final Fairness Hearing and Final Approval	Date: _____, 2025 Time: _____ Department: _____
h.	Deadline for Defendant to fund first half of settlement	30 calendar days after Effective Date
i.	Deadline for Defendant to fund second half of settlement	December 15, 2026
j.	Deadline for Settlement Administrator to mail Settlement Awards and Enhancement Awards, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)	5 calendar days after receipt of second half of settlement funds
k.	Deadline for Participating Class Members and PAGA Members to cash Settlement checks (if Settlement is Effective)	120 calendar days after Settlement Administrator mails Settlement Awards and PAGA Shares

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Awards, Attorneys' Fees and Costs, and payment to LWDA (if Settlement is Effective)	21 calendar days after deadline for Participating Class Members and PAGA Members to cash Settlement checks
----	---	--

IT IS HEREBY ORDERED.

Dated: _____, 2026

Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4918-1657-2021, v. 1

EXHIBIT C

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
ELIZABETH P. ROBLES, State Bar No. 329591
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
erobles@aegislawfirm.com

(Additional Counsel on Following Page)

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

MARIA MADRIGAL & JORGE
VILLALPANDO, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

BEST DEAL FOOD COMPANY, INC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CV-23-005838

Assigned for All Purposes to:
Judge Sonny S. Sandhu; Dept. 24

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
JUDGMENT**

Date:
Time:
Dept.:
Judge:

Complaint Filed: 9/29/2022
FAC Filed: 12/15/2023
SAC Filed: 5/28/2025
Trial Date: Not Set

1 JONATHAN M. GENISH, State Bar No. 259031
2 jgenish@blackstonepc.com

3 KAREN I. GOLD, State Bar No. 258360
4 kgold@blackstonepc.com

5 MARISSA A. MAYHOOD, State Bar No. 334376
6 mmayhood@blackstonepc.com

7 ALEXANDRA ROSE, State Bar No. 329407
8 arose@blackstonepc.com

9 **BLACKSTONE LAW, APC**

10 8383 Wilshire Blvd., Suite 745

11 Beverly Hills, CA 90211

12 Telephone: (310) 622-4278

13 Facsimile: (855) 786-6356

14 Attorneys for Plaintiff Maria Madrigal & Jorge Villalpando,
15 individually, and on behalf of all others similarly situated.

1
2 The above-referenced Class and Representative PAGA action (“Action”) having come
3 before the Court on [REDACTED], in Department 24 before the Honorable Sonny S. Sandhu,
4 for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement and
5 Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary
6 Approval Order”), filed and entered [REDACTED], and as set forth in the Joint Stipulation of
7 Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant (“Stipulation of
8 Settlement”) in this Action, and due and adequate notice having been given to all Class Members
9 and PAGA Members as required in the Preliminary Approval Order, and the Court having
10 considered all papers filed and proceedings had herein and otherwise being fully informed, and
11 good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

13 1. All terms used herein shall have the same meaning as defined in the Stipulation of
14 Settlement.

15 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
16 “Settlement Class” and “Class Members” shall mean the following: all persons employed by
17 Defendant in California as a non-exempt employee from April 14, 2019 through March 13, 2025.
18 The Settlement Class, however, shall not include any person who previously settled or released all
19 the claims covered by the Settlement, or any person who previously was paid or received awards
20 through civil or administrative actions for the all claims covered by the Settlement, or any person
21 who submitted a timely and valid Request for Exclusion as provided in the Settlement. The “Class
22 Period” shall be April 14, 2019 through March 13, 2025. All Class Members who worked any
23 hours for Defendant in California during any pay period from October 10, 2022 through March 13,
24 2025 are aggrieved employees with respect to the California Private Attorneys General Act
25 (“PAGA”) (“PAGA Members”), and will be paid their PAGA Share and release the Released
26 PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from
27 the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the
28 Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,

1 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:
2 (i) Defendant; (ii) each of Defendant’s past and present parents, subsidiaries, partners, affiliates and
3 clients, including, without limitation, and any such corporation, limited liability company or
4 partnership; (iii) each of Defendant’s past and present board members, directors, officers, agents,
5 employees, attorneys, insurers, members, clients, partners, managers, contractors, agents,
6 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
7 successors and assigns of any of the foregoing; and (iv) any individual or entity which could be
8 jointly liable with any of the foregoing.

9 3. This Court has jurisdiction over the subject matter of this Action, and for settlement
10 purposes only, over all Parties to this Action, including all Class Members and PAGA Members.

11 4. Distribution of the Class Notice directed to the Class Members and PAGA Members
12 as set forth in the Stipulation of Settlement and the other matters set forth therein has been
13 completed in conformity with the Preliminary Approval Order, including notice to all Class
14 Members and PAGA Members who could be identified through reasonable effort, and is the best
15 notice practicable under the circumstances. The Class Notice provided due and adequate notice of
16 the proceedings and of the matters set forth therein, including the proposed Settlement set forth in
17 the Stipulation of Settlement, to all persons entitled to such Class Notice, and the Class Notice fully
18 satisfied the requirements of due process. All Class Members, PAGA Members, Released Class
19 Claims, and Released PAGA Claims, are covered by and included within the Settlement and this
20 Final Order.

21 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
22 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
23 that the Settlement is fair, adequate and reasonable and that Plaintiffs have satisfied the standards
24 and applicable requirements for final approval of this Settlement under California law, including
25 the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil
26 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971)
27 4 Cal.3d 800, 821.

28 ///

1 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
2 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
3 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
4 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
5 further finds that the Parties have conducted extensive investigation and research, and counsel for
6 the Parties are able to reasonably evaluate their respective positions. The Court also finds that
7 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
8 that would be presented by the further prosecution of the Action. The Court has reviewed the
9 benefits that are being granted as part of the Settlement and recognizes the significant value to the
10 Class Members and PAGA Members. The Court also finds that the Class is properly certified as a
11 class for settlement purposes only.

12 7. Effective on the Effective Date and when Defendant fully funds the entire Gross
13 Settlement Amount and employer payroll taxes owed on the wage portion of the Settlement
14 Awards, the Participating Class Members fully release and discharge the Released Parties from all
15 claims under state, federal, and local law and all class claims that were or could have been asserted
16 based on the facts and allegations made in the Operative Complaint, arising during the Class Period,
17 as to the Participating Class Members, including without limitation, California Labor Code sections
18 200, 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174,
19 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802; California Industrial
20 Commission Wage Orders; Cal. Code Regs., Title 8, section 11040, et seq.; California Employment
21 Development Department guidance and Business and Professions Code sections 17200, et seq.,
22 California Code of Civil Procedure sections 382 and 1021.5; and including all claims for or related
23 to alleged unpaid wages, off the clock work, minimum wages, hours worked, overtime or double
24 time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during
25 employment, timely payment of wages at separation, wage statements, payroll records and
26 recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest
27 breaks and rest break premiums, unfair competition, unfair business practices, unlawful business
28 practices, fraudulent business practices, declaratory relief, and penalties of any nature (including

1 but not limited to civil penalties and waiting-time penalties (but excluding penalties under PAGA),
2 interest, fees, costs, as well as all other claims and allegations alleged in the Operative Complaint
3 during the Class Period (collectively “Released Class Claims”). Expressly excluded from the
4 Released Class Claims are claims for vested benefits, retaliation, discrimination, unemployment
5 insurance, disability, social security benefits, workers compensation, and claims that arose outside
6 the Class Period.

7 8. Effective on the Effective Date and when Defendant fully funds the entire Gross
8 Settlement Amount and employer payroll taxes owed on the wage portion of the Settlement
9 Awards, Plaintiffs as proxies for the State of California and the LWDA, and as representatives of
10 the PAGA Members, release all representative and aggrieved party claims arising during the PAGA
11 Period seeking civil penalties under PAGA that were asserted or could reasonably have asserted
12 based on the facts alleged in the Operative Complaint and/or the LWDA letters submitted by
13 Plaintiffs, including, but not limited to penalties for alleged violations of Labor Code sections 200,
14 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174,
15 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, et seq., and 2699, et
16 seq., the wage orders of the California Industrial Welfare Commission, including all claims for or
17 related to alleged unpaid wages, off the clock work, minimum wages, hours worked, overtime or
18 double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during
19 employment, timely payment of wages at separation, wage statements, payroll records and
20 recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, and rest
21 breaks and rest break premiums (collectively “Released PAGA Claims”). The Settlement shall
22 release, and bar, all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members
23 during the PAGA Period, regardless of whether Plaintiffs and/or a PAGA Member negotiate(s)
24 (cashes) their PAGA Share check(s) pursuant to the Settlement. PAGA Members cannot and do
25 not have the right to opt out of the PAGA Settlement and/or the Released PAGA Claims. As such,
26 an individual opting out of the Class Settlement has no impact as to their standing and/or inclusion
27 in the PAGA Settlement assuming they qualify as a PAGA Member.

28 ///

1 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
2 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
3 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
4 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
5 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
6 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
7 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
8 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
9 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
10 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
11 action or proceeding in any court, administrative agency or other tribunal for any purpose
12 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
13 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
14 Notwithstanding these restrictions, any of the Parties may file in this Action, or submit in any other
15 proceeding, the Final Order, the Stipulation of Settlement, and any other papers and records on file
16 in this Action as evidence of the Settlement to support and/or oppose a defense of *res judicata*,
17 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the
18 Released Class Claims and the Released PAGA Claims.

19 10. The Court hereby enters judgment in the entire Action as of the filing date of this
20 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
21 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
22 interpretation, implementation and enforcement of the Settlement and all orders entered in
23 connection therewith pursuant to California Code of Civil Procedure section 664.6.

24 11. The Court finds the settlement payments provided for under the Settlement to be fair
25 and reasonable in light of all of the circumstances. The Court orders the calculations and the
26 payments to be made and administered in accordance with the terms of the Settlement.

27 ///

28 ///

1 12. The Court hereby confirms Samuel A. Wong, Kashif Haque, Jessica L. Campbell,
2 Kristy R. Connolly, and Elizabeth P. Robles of Aegis Law Firm, PC, and Jonathan M. Genish,
3 Karen I. Gold, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC as Class
4 Counsel in this Action.

5 13. The Court further finds that the common fund doctrine is applicable to this Action
6 because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be
7 accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the
8 Settlement Class, and the fee can be shifted with exactitude to those benefiting as the fee request is
9 a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25,
10 34-35. The Court finds the attorneys' fees request of thirty-five percent (35%) of the common fund
11 to be appropriate compensation for Class Counsel. The attorneys' fees request is within the range
12 that has been approved by other courts in similar cases and reasonable in light of the circumstances
13 of this Action, the substantial and beneficial results obtained on behalf of the Settlement Class, and
14 the contingent nature of the recovery over the course of this Action, which included potential loss
15 at summary judgment, certification and/or trial proceedings. Pursuant to the terms of the Settlement,
16 and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards
17 Class Counsel attorneys' fees in the amount of \$1,050,000 and attorneys' costs and expenses in the
18 amount of \$ [REDACTED] from the Gross Settlement Amount as final payment for and complete
19 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and
20 any other person or entity related to this Action. The Court further orders that the award of
21 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of
22 the Stipulation of Settlement and made payable to and deposited into the bank account of Class
23 Counsel in this Action.

24 14. The Court also hereby approves and orders payment of Enhancement Awards to
25 Plaintiffs and Class Representatives Maria Madrigal and Jorge Villalpando in the amounts of
26 \$10,000.00 each from the Gross Settlement Amount.

27 ///

28 ///

15. The Court also hereby approves and orders payment in the amount of \$75,000.00 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor and Workforce Development Agency.

16. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Claims Administrator, ILYM Group, Inc., in the amount of \$ [REDACTED].

17. The Court also hereby orders that any checks that remain uncashed after 120 days of issuance will be sent to the State of California's Unclaimed Property Fund in the name of the Participating Class Member and/or PAGA Member. This disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they cash their settlement checks.

18. The Court also hereby finds and orders that the Stipulation of Settlement is and constitutes a fair, adequate and reasonable compromise of the Released Class Claims and Released PAGA Claims against Defendant and the Released Parties.

19. Provided the Settlement becomes effective under the terms of the Stipulation of Settlement, the Court also hereby orders that the deadline for mailing the Court-approved Settlement Awards, attorneys' fees and costs, and Enhancement Awards is as set forth in the Implementation Schedule within the Preliminary Approval Order.

20. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Approval Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY

Dated:

Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 2

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
FARAH KHALED, State Bar No. 354318
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
fkhaled@aegislawfirm.com

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

MARIA MADRIGAL & JORGE VILLALPANDO,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

BEST DEAL FOOD COMPANY, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CV-23-005838

*Assigned for All Purposes to:
Judge Sonny S. Sandhu; Dept. 24*

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

Date: May 22, 2026
Time: 8:30 a.m.
Dept.: 24
Judge: Hon. Sonny S. Sandhu

Complaint Filed: 9/29/2022
FAC Filed: 12/15/2023
SAC Filed: 5/28/2025
Trial Date: Not Set

1 JONATHAN M. GENISH, State Bar No. 259031
jgenish@blackstonepc.com

2 KAREN I. GOLD, State Bar No. 258360
kgold@blackstonepc.com

3 MARISSA A. MAYHOOD, State Bar No. 334376
mmayhood@blackstonepc.com

4 ALEXANDRA ROSE, State Bar No. 329407
arose@blackstonepc.com

5 **BLACKSTONE LAW, APC**
8383 Wilshire Blvd., Suite 745
6 Beverly Hills, CA 90211
Telephone: (310) 622-4278
7 Facsimile: (855) 786-6356

8 Attorneys for Plaintiff Maria Madrigal & Jorge Villalpando,
9 individually, and on behalf of all others similarly situated.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiffs Maria Madrigal and Jorge Villalpando's Motion for Preliminary Approval of
2 Class and Representative Action Settlement ("Motion") came before this Court on May 22, 2026,
3 at 8:30 a.m., in Department 24 before the Honorable Sonny S. Sandhu, presiding. The Court having
4 considered the papers submitted in support of the Motion and good cause appearing therefor,

5 IT IS HEREBY ORDERED:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and
8 Release Between Plaintiffs and Defendant ("Stipulation of Settlement") filed with the Motion. All
9 terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

10 2. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate
11 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to
12 be presumptively valid, subject only to any objections that may be raised at the final fairness hearing
13 and final approval by this Court.

14 3. A final fairness hearing on the question of whether the proposed Settlement,
15 attorneys' fees to Class Counsel, costs of administration, and Class Representatives' Enhancement
16 Awards should be finally approved as fair, reasonable and adequate as to the members of the Class
17 is scheduled in Department 24 on the date and time set forth in the Implementation Schedule in
18 Paragraph 11 below.

19 4. This Court approves, as to form and content, the Notice of Proposed Class and
20 PAGA Action Settlement and Hearing Date for Final Court Approval of Settlement ("Class
21 Notice") (**Exhibit A**). The Court approves the procedure for Class Members to opt out of and to
22 object to the Settlement as set forth in the Stipulation of Settlement and Class Notice.

23 5. Consistent with the definitions provided in the Stipulation of Settlement, the terms
24 "Settlement Class" and "Class Members" shall mean all persons employed by Defendant in California
25 as a non-exempt employee from April 14, 2019 through March 13, 2025. The Settlement Class,
26 however, shall not include any person who previously settled or released all the claims covered by the
27 Settlement, or any person who previously was paid or received awards through civil or administrative
28 actions for all the claims covered by the Settlement, or any person who submitted a timely and valid

1 Request for Exclusion as provided in the Settlement. The “Class Period” shall be April 14, 2019
2 through March 13, 2025. All Class Members who worked any hours for Defendant in California
3 during any pay period from October 10, 2022 through March 13, 2025 are aggrieved employees
4 with respect to the California Private Attorneys General Act (“PAGA”) (“PAGA Members”), and
5 will be paid their PAGA Share and release the Released PAGA Claims regardless of whether they
6 submit a timely and valid Request for Exclusion from the Settlement.

7 6. The Court directs the mailing of the Class Notice by first-class mail to the Class
8 Members in accordance with the Implementation Schedule set forth in Paragraph 11 below. The
9 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
10 Implementation Schedule, meet the requirements of due process and provide the best notice
11 practicable under the circumstances and shall constitute due and sufficient notice to all persons
12 entitled thereto.

13 7. It is ordered that the Settlement Class is preliminarily certified for settlement
14 purposes only.

15 8. The Court confirms Plaintiffs Maria Madrigal and Jorge Villalpando as Class
16 Representatives, and Samuel A. Wong, Kashif Haque, Jessica L. Campbell, , and Farah Khaled of
17 Aegis Law Firm, PC, and Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, and Alexandra
18 Rose of Blackstone Law, APC as Class Counsel.

19 9. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
20 Administrator.

21 10. To facilitate administration of the Settlement pending final approval, the Court hereby
22 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
23 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
24 California Department of Industrial Relations) regarding claims released by the Settlement, unless
25 and until such Class Members have submitted valid Requests for Exclusion with the Settlement
26 Administrator and the time for opting out of the class has elapsed.

27 ///

28 11. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member and PAGA Member Information to Settlement Administrator	June 26, 2026
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members and PAGA Members	July 7, 2026
c.	Deadline for Class Members to Postmark Requests for Exclusion, Written Objections, and/or Disputes	August 28, 2026
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	September 11, 2026
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards	September 16, 2026
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	September 16, 2026
g.	Final Fairness Hearing and Final Approval	Date: October 12, 2026 Time: 8:30 a.m. Dept.: 24
h.	Deadline for Defendant to fund first half of settlement	30 calendar days after Effective Date
i.	Deadline for Defendant to fund second half of settlement	December 15, 2026
j.	Deadline for Settlement Administrator to mail Settlement Awards and Enhancement Awards, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)	5 calendar days after receipt of second half of settlement funds
k.	Deadline for Participating Class Members and PAGA Members to cash Settlement checks (if Settlement is Effective)	120 calendar days after Settlement Administrator mails Settlement Awards and PAGA Shares

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Awards, Attorneys' Fees and Costs, and payment to LWDA (if Settlement is Effective)	21 calendar days after deadline for Participating Class Members and PAGA Members to cash Settlement checks
----	---	--

IT IS HEREBY ORDERED.

Dated: 6/1/2026



Hon. Sonny S. Sandhu
Judge of the Superior Court

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On May 26, 2026, I served the foregoing document(s) entitled:

5 • **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF**
6 **CLASS ACTION AND PAGA SETTLEMENT**

7 on all the appearing and/or interested parties in this action by delivering ☐ *the original*
☒ *a true copy* thereof on the party(ies) addressed below as follows:

8 Alexandra Rose, Esq. | arose@blackstonepc.com
9 Annabel Blanchard, Esq. | ablanchard@blackstonepc.com
10 Shawn Bahmani, Esq. | sbahmani@blackstonepc.com
11 Jasmine Kianfard, Esq. | jkianfard@blackstonepc.com
12 James Winn, Esq. | jwinn@blackstonepc.com
13 Lizeth Marin lmarin@blackstonepc.com
14 **BLACKSTONE LAW, APC**
15 8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

16
17 Evan D. Beecher
18 Nicole Grandy
19 **Jackson Lewis P.C.**
20 400 Capitol Mall
Suite 1600
Sacramento, CA 95814
Main: (916) 341-0404
21 Evan.Beecher@jacksonlewis.com
22 Nicole.Grandy@jacksonlewis.com

23 *Attorneys for Defendants:*
24 **BEST DEAL FOOD COMPANY**

25 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
26 correspondence for mailing. Under that practice it would be deposited with the U.S.
27 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
28 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one

1 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
2 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

3 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
4 practice of Aegis Law Firm PC for collection and processing correspondence for
5 overnight delivery, and I caused such document(s) described herein to be deposited for
6 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
7 *Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

8 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
9 electronic transmission via the above listed email addresses on the date below. (*Cal.*
10 *Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

11 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
12 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
13 5(b)(2)(A).)

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

16 Executed on May 26, 2026, at Irvine, California.

17 Laila Shams
18 Laila Shams
19
20
21
22
23
24
25
26
27
28

EXHIBIT 3

- *Carla Recinos Castillo, et al. v. Radiant Services Corp., et al.*, Los Angeles County Superior Court, Case No. 22STCV37683, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Eduardo Venegas v. Ionis Pharmaceuticals, Inc.*, Los Angeles County Superior Court, Case 24STCV12702, approved as counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Marissa Riemann v. Quantum Design, Inc., et al.*, San Diego County Superior Court, Case No. 24CU009870C, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jossue Morentin, et al. v. Andros Engineering Corporation*, Kern County Superior Court, Case No. BCV-25-101034, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Urbano Zavala Lopez v. Food for Life*, Riverside County Superior Court, Case No. CVRI2305901, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Demaris Masadas v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure*, Orange County Superior Court, Case No. 30-2023-01354556-CU-OE-CXC, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court, Case No. 24STCV07567, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Frank Breckenridge v. Pacific Material Handling Solutions, Inc.*, Alameda County Superior Court, Case No. 24CV070227, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gina Harris v. Arhaus, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV24656, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.*, Los Angeles County Superior Court, Case No. 24STCV16050, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group, et al.*, Santa Barbara County Superior Court, Case No. 24CV03582, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gabriela Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court, Case No. BCV-23-104255, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Roman Ramirez Gallegos, et al. v. Dolex Dollar Express, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21872, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Ismael Mercado, et al. v. Natural Alternatives International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00052115-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcella Holmes, et al. v. Pacifica Hotel Company*, San Luis Obispo County Superior Court, Case No. 23CV-0681, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case No. 24CV101859, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Dillan Burghart, et al. v. Watermark Services, IV, LLC*, Alameda County Superior Court, Case No. 23CV035212, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court,

Case No. 24CV087209, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cesar Ibarra v. Leuen, Inc. dba The Original Pantry Café*, Los Angeles County Superior Court, Case No. 23STCV017182, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sharon Baker v. OPARC*, Los Angeles County Superior Court, Case No. 24STCV11229, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Basilia Villa Magaña v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Monique Duong v. Boardwalk IG Management, LLC*, Orange County Superior Court, Case No. 30-2023-01334565-CU-OE-CXC, approved as counsel in final settlement of wage and hour class action.
- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County

Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final

settlement of wage and hour class and PAGA action.

- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *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.

- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA 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

Date	Type of Expense	Description of Expense	Amount
Madrigal et al. v. est Deal Food Company, Inc.			
11/27/2023	Mailing	Mailing of PAGA Notice to Best Deal Food Company Inc.(Agent)	\$ 8.53
12/4/2023	Filing	Steno - Complaint Packet (Case No. 23CU0469)	\$ 1,997.20
12/20/2023	Service	Steno - Personal Service (Case No. 23CU0469)	\$ 193.45
2/1/2024	Filing	Steno - Complaint Packet (Case No. 24CU0036)	\$ 647.20
3/9/2024	Filing	Steno - TICE and Acknowledgment of Receipt (Case No. 24CU0036)	\$ 59.95
3/22/2024	Filing	Steno - Notice of Remote Appearance and Case Management Statement (Case No. 23CU0469)	\$ 59.95
5/14/2024	Filing	Steno - Case Management Statement (Case No. 24CU0036)	\$ 59.95
5/14/2024	Filing	Steno - Case Management Statement (Case No. 23CU0469)	\$ 59.95
5/23/2024	Other	Court Call - Remote Appearance to CMC (Case No. 24CU0036)	\$ 72.00
5/23/2024	Other	Court Call - Remote Appearance to CMC (Case No. 23CU0469)	\$ 72.00
9/25/2024	Filing	Steno - Joint Stipulation to Continue CMC (Case No. 24CU0036)	\$ 86.95
9/30/2024	Filing	Steno - Joint Stipulation to Continue CMC (Case No. 23CU0469)	\$ 86.95
11/13/2024	Mailing	Mailing Cost - Medina McKelvey LLP	\$ 0.69
11/13/2024	Mediation	Payment to Medina McKelvey LLP (M Resolution)	\$ 5,000.00
12/19/2024	Mediation	Payment to Berger Consulting Group	\$ 7,245.00
1/15/2025	Filing	Steno - Notice of Settlement (Case No. 23CU0469)	\$ 59.95
3/31/2025	Filing	Steno - Joint Case Management Statement (Case No. 24CU0036)	\$ 59.95
3/31/2025	Filing	Steno - Joint Case Management Statement (Case No. 23CU0469)	\$ 59.95
4/7/2025	Other	Court Call - Remote Appearance to CMC (Case No. 24CU0036)	\$ 72.00
4/7/2025	Other	Court Call - Remote Appearance to CMC (Case No. 23CU0469)	\$ 72.00
5/29/2025	Filing	Steno - Joint Case Management Conference (Case No. 23CU0469)	\$ 59.95
6/5/2025	Filing	Steno - Post Settlement Status Conference Statement (Case No. 24CU0036)	\$ 59.95
6/10/2025	Filing	Steno - Notice of Remote Appearance (Case No. 24CU0036)	\$ 59.95
6/27/2025	Filing	Steno - Request for Dismissal (Case No. 24CU0036)	\$ 59.95
7/1/2025	Filing	Steno - Notice of Remote Appearance (Case No. 23CU0469)	\$ 59.95
7/1/2025	Filing	Steno - Request for Dismissal (Case No. 23CU0469)	\$ 86.95
7/2/2025	Filing	Steno - Declaration of Alexandra Rose (Case No. 23CU0469)	\$ 59.95
7/16/2025	Filing	Steno - Proposed Order (Case No. 23CU0469)	\$ 59.95
11/7/2025	Other	Vcourt - Remote Appearance - Motion to Dismiss (Case No. CV-23-005838)	\$ 37.35
11/24/2025	Filing	Steno - Joint Case Management Statement (Case No. CV-23-005838)	\$ 99.95
12/3/2025	Filing	Steno - Notice of Minute Order (Case No. CV-23-005838)	\$ 59.95
5/11/2026	Other	Vcourt - Remote Appearance - Motion to Dismiss (Case No. CV-23-005838)	\$ 37.35
5/15/2026	Other	Vcourt - Remote Appearance - Motion for Preliminary Approval (Case No. CV-23-005838)	\$ 37.35
6/2/2026	Filing	Steno - Notice of Entry of Judgment or Order (Case No. CV-23-005838)	\$ 59.95
	Filing	Estimated Cost: Steno - Joint Statement re Motion to Dismiss (Case No. CV-23-005838)	\$ 99.95
	Filing	Estimated Cost: Steno - Motion for Final Approval (Case No. CV-23-005838)	\$ 181.45
	Other	Vcourt - Remote Appearance - Motion for Final Approval and Motion to Dimiss (Case No. CV-23-005838)	\$ 37.35
	Filing	Estimated Cost: Steno - Notice of Entry of Judgment or Order (Case No. CV-23-005838)	\$ 59.95
	Filing	Estimated Cost: Steno - Administrator's Declaration Re Disbursement (Case No. CV-23-005838)	\$ 59.95
			\$ 17,250.77