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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 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**

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

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8 Attorneys for Plaintiff Jorge Villalpando and the Class
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DECLARATION OF FARAH KHALED

I, Farah Khaled, declare and state as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am an associate with Aegis Law Firm, PC (“Aegis”), counsel for Plaintiff Maria Madrigal (“Plaintiff Madrigal”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.
2. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, and in support of my and my firm’s appointment as settlement class counsel, along with attorneys from Blackstone Law, P.C. If called as a witness, I could and would competently testify thereto.
3. On October 10, 2023, Plaintiff Maria Madrigal (“Plaintiff Madrigal”) filed a Class Action Complaint in the action entitled *Maria Madrigal v. Best Deal Food Company, Inc.*, Stanislaus County Superior Court Case No. CV-23-005838 (“Action”), thereby commencing a putative class action against Defendant. The complaint alleged seven (7) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide compliant rest periods, failure to provide accurate wage statements, failure to timely pay wages upon termination, and for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations.
4. On October 10, 2023, Counsel for Plaintiff Madrigal provided written notice to the LWDA and Defendant regarding Defendant’s alleged Labor Code violations, as required by Labor Code section 2699.3(a). The LWDA did not respond to this notice, indicating it did not intend to investigate, thus allowing Plaintiff Madrigal to bring a PAGA claim against Defendant.
5. On February 7, 2024, Plaintiff Madrigal filed a First Amended Complaint. The First Amended Complaint alleges eight (8) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide compliant rest periods, failure to provide accurate wage statements, failure to timely pay wages upon termination, for violations of California Business & Professions

Code Section 17200, et seq. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

6. On February 10, 2026, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). The LWDA has not objected or otherwise responded to the submission.
7. Aegis Law Firm prosecutes wage and hour cases, including class actions on behalf of employees and others who have had their rights violated. Aegis, either on its own or with co-counsel is currently serving as plaintiffs' counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.
8. The attorneys working on this case have been appointed class counsel in many cases, through both contested motions and settlement approval motions.
9. Aegis has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Calma v. Scooter Brew, Inc.*, San Diego Superior Court, Case No. 37-2021-00050379-CU-OE-CTL (class certification granted on April 12, 2024 for non-exempt restaurant employees' on issues of expense reimbursement, unpaid wages for off-the-clock work, meal violations, inaccurate wage statements and waiting time penalties); *Vinalay v. Union City Hotel Management Corp. et al.*, Case No. 37-2019-00021268-CU-OE-CTL (class certification granted on April 4, 2022 for non-exempt employees on issues of unpaid overtime, automatic meal period deductions, inaccurate wage statements, and waiting time penalties); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and former non-exempt workers' on issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States District Court Central District of California, Case No. EDCV-12-0715-JLQ (class

1 certification granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC*,
2 Orange County Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage
3 and rest break claims for piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San
4 Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period
5 and rest break claims for non-exempt employees); *Antoine v. Riverstone Residential*
6 *California, Inc., et. al*, Sacramento County Superior Court, Case No. 34-2013-00155974
7 (rate of pay, on-call time, unpaid wage, meal period, rest break, and expense reimbursement
8 claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange County Superior Court,
9 Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and unreimbursed expenses for
10 pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court, Case No.
11 BC539614 (unpaid overtime, meal period and rest break claims for call center employees);
12 *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No.
13 BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital
14 workers); *Durroh v. East West Bank*, Los Angeles County Superior Court, Case No.
15 BC528860 (overtime claims for failure to include bonuses in regular rate of pay for bank
16 workers); *O'Brien et al. v. Pizza Hut of Southeast Kansas, Inc. et al.*, Riverside County
17 Superior Court, Case No MCC 1301030 (meal period and expense reimbursement claims for
18 delivery drivers); *Bell v. Prime Healthcare*, Orange County Superior Court, Case No. 30-
19 2011-00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in
20 regular rate of pay and failure to provide meal and rest periods to hospital workers), *Grana*
21 *v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-01302-DSF-
22 JCG (bag check claims for unpaid wages and failure to provide meal periods and rest breaks
23 to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior
24 Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory
25 workers due to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles
26 Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods to supermarket
27 workers); *Lunsford v Stater Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure
28 to provide meal and rest periods to supermarket workers); *Gregg v. Belo*, Riverside Superior

1 Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to
2 misclassification of newspaper delivery employees); *Brown v. Experian Information*
3 *Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-2012-00375163
4 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*, Los
5 Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to
6 restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior
7 Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods,
8 reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal
9 periods and reimburse expenses of therapists).

10 10. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he received
11 his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University
12 of California at Berkeley in 1997. After graduation from law school in 2001, the same year
13 in which Mr. Wong took and successfully passed the California Bar Exam, Mr. Wong moved
14 to back to Los Angeles, California where he was employed at Paul Hastings, Janofsky &
15 Walker, LLP. While working in the employment department at Paul Hastings, he was
16 involved in numerous wage and hour class action lawsuits and other employment related
17 matters. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused
18 his practice on plaintiff's side employment work. Throughout his years of practice, Mr.
19 Wong represented and obtained successful outcomes for his clients, including awards
20 through arbitration and trial. Mr. Wong is a member of the Orange County Bar Association,
21 Orange County Trial Lawyers Association, and California Employment Lawyers
22 Association. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising
23 Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011,
24 2012, 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in
25 2015, 2016, 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of
26 employment law by OC Metro in 2014, 2015, and 2018. Mr. Wong currently bills at a rate
27 of \$950 per hour.
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1 11. Kashif Haque received his J.D. in 2001 from Washington University School of Law. While
2 in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an
3 article published in the Law Review, Executive Board Member of Moot Court, and a member
4 of the Dean's List. He received a Bachelor's of Science in Business Administration from the
5 University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors
6 fraternity. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's
7 employment litigation with a specific focus on wage and hour claims. Since then, he has
8 represented over 500,000 employees with their employment claims, many of which included
9 wage and hour claims. He has been appointed class counsel in approximately 100 cases and
10 is currently litigating over 150 employment wage and hour class action cases. Mr. Haque
11 authored a book on employment litigation strategies with West Publishing and has been
12 invited to speak on class action and wage and hour issues on numerous occasions. He has
13 spoken at seminars by the State Bar of California, California Employment Lawyer's
14 Association (CELA), Orange County Bar Association, and various other CLE providers. Mr.
15 Haque is the former Chair for the Labor and Employment Section of the Orange County Bar
16 Association. He was selected as one of the Top 50 Attorneys in Orange County by Super
17 Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the
18 present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in
19 Orange County for every year the list was published, from 2012 to 2021. Mr. Haque currently
20 bills at a rate of \$950 an hour.

21 12. Jessica L. Campbell is a partner at Aegis Law Firm. She was admitted to the California Bar
22 in December of 2011, and received her J.D. from Santa Clara University School of Law and
23 my B.A. from the University of California, Berkeley. She has dedicated her career to
24 plaintiffs' side class actions. Her experience includes successful work on class action
25 appeals, class certification motions, and class settlements. She was chosen by Law and
26 Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers
27 under 40 in Southern California for several years. She currently bills at a rate of \$800 per
28 hour.

1 13. Kristy Connolly is a former Senior Associate at Aegis Law Firm. She was admitted to the
2 California Bar in December of 2019. She received her J.D. from Chapman University Dale
3 E. Fowler School of Law where she graduated cum laude. While in law school, she received
4 numerous honors, including Merit Scholarships and CALI Awards, and externed for Judge
5 Di Cesare of the Orange County Superior Court. She received her B.A. from the University
6 of California, Davis. She worked at Aegis Law Firm since 2020, where she primarily
7 represented plaintiffs in wage and hour class and representative actions. She billed at a rate
8 of \$625.00 an hour while working on this case.

9 14. Elizabeth Robles is a former associate at Aegis Law Firm. She was admitted to the California
10 Bar in December of 2019. She is a graduate of Loyola Law School Los Angeles, where she
11 received her J.D. with a concentration in Public Interest Law. While in law school, Ms.
12 Robles was a certified law student for two semesters, externed for Judge Consuelo B.
13 Marshall in the U.S. District Court for the Central District of California, and received various
14 awards such as the Mexican American Bar Foundation Scholarship. She received her B.A.
15 from the University of Notre Dame. She billed at a rate of \$600 per hour while working on
16 this case.

17 15. I am an associate attorney at Aegis Law Firm. I received my B.A. in Law and Masters in
18 Criminal law and Criminology from the University Paris II Pantheon-Assas. I received my
19 LLM from the University of California Law, San Francisco and was admitted to the California
20 Bar in 2023. Prior to joining Aegis, I worked in civil litigation specializing in Plaintiff-side
21 legal Malpractice. I currently bill at a rate of \$450 per hour.

22 **Class Counsel's Fees and Costs**

23 16. Aegis' hourly rates are comparable to those charged by other class action plaintiff's counsel
24 and the firms defending class actions. *See* <http://www.laffeymatrix.com/see.html> (Laffey
25 Matrix); *see also Ellis v. Harder Mech. Contractors, Inc.*, No. 21-CV-00844-JSW, 2023 WL
26 2620145, at *5 (N.D. Cal. Mar. 22, 2023) (finding "hourly rates of \$950 for partners and \$675
27 for senior associates" to be "reasonable and consistent with the rates charged by other
28 attorneys with similar experience"). Our attorneys have specifically been approved at these

rates. *See, e.g.*, Victor Rangel v. President and Board of Trustees of Santa Clara College, Santa Clara Superior Court, Case No. 23CV413920, Order dated August 15, 2024 (approving Jessica Campbell at \$800 per hour, stating “counsel’s hourly rates are reasonable”); Karen Hecker v. Mathew Enterprise, Inc., Santa Clara County, Case No. 22CV405334, Order dated August 21, 2024, (finding \$600 per hour reasonable for an Aegis class action attorney Julia Toscano who graduated in 2018).

17. Aegis’ current lodestar reflects 458.1 hours of work resulting in \$353,555.00 in fees, excluding the time Counsel will spend at the final approval hearing and helping with Settlement Administration after final approval. This amount exceeds the award requested, and Class Counsel accordingly requests a negative lodestar multiplier of approximately 0.88 to meet the fee award.

18. Aegis dedicated significant resources to this case by dividing the tasks required according to skill level, and the professional hours generated by each attorney are neither unreasonable nor duplicative. This time could have been spent on other potentially lucrative cases. Aegis’ lodestar reflects the efficiencies achieved by a law firm experienced in this field. The chart below shows the calculation of hours spent by each of Aegis’ attorneys on this case.

Attorney	Hours	Hourly Rate	Total
Samuel Wong	52.8	\$950.00	\$50,160.00
Kashif Haque	127.4	\$950.00	\$121,030.00
Jessica L. Campbell	82.4	\$800.00	\$65,920.00
Kristy Connolly	55.8	\$625.00	\$34,875.00
Elizabeth Robles	124.7	\$600.00	\$74,820.00
Farah Khaled	15	\$450.00	\$6,750.00
Totals	458.1		\$353,555.00

19. Class Counsel bore the entire risk of recovery. We took this case on a pure contingency basis, with no guarantee of any payment. Before mediation, we spent significant time on discovery, resolving discovery disputes and preparing for mediation despite the risk of recovering nothing. Had the litigation continued, Defendants would undoubtedly have mounted an aggressive defense at the certification stage and at the merits stage. A defeat at one of these stages could have foreclosed the possibility of our firm recovering any remuneration for our time and effort. Given the discovery and exhaustive negotiations in

1 this case, we have achieved a reasonable settlement through efficient and diligent work. The
2 result achieved by Aegis in this case merits a reward to counsel for taking on the risk of
3 filing a case, and achieving a great result through efficient means.

4 20. In litigation costs, Aegis has spent \$10,820.23 on items such as filing fees, postage,
5 mediation fees, and other fees related to the litigation. A true and correct copy of Aegis'
6 Cost Report is attached hereto as **Exhibit 1**. All of the costs were reasonable and necessary
7 for the prosecution of this case.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on September 11, 2026, at San Francisco, CA.

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12 Farah Khaled
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EXHIBIT 1

Matter Billing Detail

Aegis Law Firm, PC

Date Range: 01/01/1900 to 08/28/2026
Client: 48323 - Maria Madrigal
Matter: 1534 - Madrigal v. Cost Less Foods Co.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
10/10/2023	FF	Filing Fee	\$1,503.40		Unbilled				
10/10/2023	FF	LWDA Filing Fee	\$75.00		Unbilled				
10/27/2023	SOP	Service of Process- Best Deal Food Company Inc	\$195.98		Unbilled				
11/01/2023	FF	Filing Fee	\$33.60		Unbilled				
12/15/2023	FF	Filing Fee	\$7.25		Unbilled				
12/20/2023	FF	Filing Fee	\$10.85		Unbilled				
12/21/2023	FF	Filing Fee	\$10.85		Unbilled				
01/26/2024	FF	Filing Fee	\$15.55		Unbilled				
02/06/2024	FF	Filing Fee	\$11.95		Unbilled				
02/07/2024	FF	Filing Fee	\$15.55		Unbilled				
11/08/2024	MED	Vendor: M Resolution; Date: 11/8/2024 - Mediation Services-	\$5,000.00		Unbilled			996960	M Resolution
05/12/2025	FF	Filing Fee	\$12.95		Unbilled				
05/13/2025	FF	Filing Fee	\$39.70		Unbilled				
07/03/2025	FF	Filing Fee	\$18.90		Unbilled				
02/13/2026	FF	Filing Fee	\$82.35		Unbilled				
02/20/2026	FF	Filing Fee	\$14.00		Unbilled				
03/03/2026	FF	Filing Fee	\$19.95		Unbilled				
05/13/2026	FF	Filing Fee	\$19.95		Unbilled				
05/26/2026	FF	Filing Fee	\$19.95		Unbilled				
08/28/2026	CC	Cumulative Copies, Faxes, Scans, Postage	\$3,712.50		Unbilled				
Total:			\$10,820.23	\$0.00					
Balance:			\$10,820.23						

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$10,820.23						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						