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

ADALBERTO DUBON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

VENTURA FOODS, LLC, a Delaware
Limited Liability Company; and DOES 1
through 100,

Defendants.

Case No.: 30-2024-01377979-CU-OE-CXC

*[Assigned for all purposes to the Honorable
Melissa R. McCormick, Dept. CX105]*

**DECLARATION OF SEAN M. BLAKELY
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 9, 2026

Time: 2:00 p.m.

Dept.: CX105

Reservation No.: 74763407

Complaint Filed: February 7, 2024

Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff
3 Adalberto Dubon (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter.
4 I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes, performing pre-
17 filing research and analysis, drafting complaints, attending court hearings, corresponding with
18 opposing counsel, drafting and responding to written discovery, preparing for and taking and
19 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification, drafting mediation briefs, attending mediations,
23 drafting long-form settlement agreements, drafting motions for preliminary and final settlement
24 approval, and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over forty
27 (40) active wage and hour class and representative actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
17 on behalf of home health care employees involving claims for unpaid wages and other claims, in
18 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
19 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
20 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
21 of construction workers involving claims for unpaid wages, meal and rest period violation, and
22 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
27 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior
28 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

1 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
2 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
3 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
4 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
5 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
6 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
7 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
8 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
9 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
10 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
11 Highberger presiding (granting final approval of settlement involving claims for wage statement
12 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
13 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
14 presiding (granting final approval of settlement on behalf of direct support professionals
15 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
16 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
17 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
18 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
19 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
20 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
21 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
22 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
23 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
24 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
25 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
26 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
27 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of
28 settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

1 of non-exempt commissioned salespersons and other employees involving claims for unpaid
2 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
3 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
4 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
5 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
6 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
7 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
8 presiding (granting final approval of settlement on behalf of sales development representatives
9 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
10 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
11 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
12 of non-exempt employees involving claims for meal and rest period violations, and other claims);
13 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
14 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
15 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
16 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
17 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
18 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
19 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
20 violations, unreimbursed business expenses, and penalty claims).

21 5. I have also moved to certify and have received an order certifying a class action in
22 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
23 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
24 classes of employees for rest period violations, wage statement violations, meal period violations,
25 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
26 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
27 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
28 wage statement class, and waiting time penalty class).

1 6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young
2 Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an
3 honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty
4 in Southern California each year.

5 7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
6 involved in this case since its inception, and I believe that the proposed Settlement is a favorable
7 result for the Settlement Class.

8 8. Defendant Ventura Foods, LLC (“Ventura Foods”) manufactures and sells food
9 products, including sauces, dressings, mayonnaises, and other packaged food items.

10 9. On February 7, 2024, Plaintiff filed this class action asserting causes of action for:
11 (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period
12 violations; (4) rest period violations; (5) failure to reimburse all necessary business expenditures;
13 (6) wage statement violations; and (7) unfair competition in violation of California Business &
14 Professions Code § 17200 *et seq.* On that same day, Plaintiff served his PAGA notification letter
15 on Ventura Foods and the Labor & Workforce Development Agency (“LWDA”). Attached hereto
16 as **Exhibit B** is a true and correct copy of Plaintiff’s LWDA notification letter. On May 16, 2024,
17 Plaintiff filed a First Amended Class and Representative Complaint (“FAC”) adding a cause of
18 action for civil penalties under the Private Attorneys’ General Act of 2004, Labor Code Section
19 2698, *et seq.* (“PAGA”). As part of the Settlement, the Parties stipulated to the filing of a Second
20 Amended Class and Representative Action Complaint (“SAC”) which added a cause of action for
21 waiting time penalties pursuant to Labor Code §§ 201-203. The SAC was filed on January 21,
22 2026.

23 10. In connection with mediation, Ventura Foods provided Plaintiff with a sampling
24 of timekeeping and payroll records for approximately 20% of putative class members employed
25 during the Class Period. Ventura Foods also produced relevant policy documents, including its
26 written meal and rest period policies, timekeeping policies, and overtime policies. Additionally,
27 it provided the number of current and former employees employed during the Class Period and
28 the PAGA Period, as well as other relevant data such as the average hourly rate of pay, the total

number of workweeks during the Class Period, and the total number of pay periods during the PAGA Period. Plaintiff hired a labor economist with a Ph.D. in economics to assist Plaintiff in conducting a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by Ventura Foods to create a detailed exposure analysis for all claims at issue. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims, and Ventura Foods' potential defenses.

11. On January 7, 2025, the Parties attended a full-day mediation with Steven G. Mehta, Esq., an experienced wage and hour class action mediator. During mediation, the Parties vigorously debated their legal positions, the likelihood of certification of Plaintiff's claims, and the legal bases for the claims and defenses. At the conclusion of mediation, Mr. Mehta issued a mediator's proposal for a class-wide settlement, which was ultimately accepted by all Parties. During the months that followed, the Parties negotiated and finalized the terms of the Settlement and executed the long-form Settlement Agreement before the Court. A true and correct copy of the Class Action and PAGA Settlement Agreement is attached hereto as **Exhibit A**. The proposed Class Notice, Notice of Estimated Settlement Award, Request for Exclusion Form, and Objection Form are attached to the Settlement Agreement as **Exhibits 1, 2, 3, and 4**, respectively.

12. The monetary terms of the Settlement are summarized below:

• Maximum Settlement Amount:	\$770,000.00
• Minus Court-approved attorneys' fees:	\$256,666.66
• Minus Court-approved verified costs:	\$40,000.00
• Minus Court-approved Service Payment:	\$5,000.00
• Minus amount set aside as PAGA penalties:	\$50,000.00
• <u>Minus estimated Settlement Administration costs:</u>	<u>\$13,850.00</u>
Net Settlement Amount ("NSA"):	\$404,483.34
Plus 25% of PAGA Penalties ("PAGA Amount"):	\$12,500.00
TOTAL Amount Paid to Settlement Class:	\$416,983.34

13. Based on information from Ventura Foods, there are approximately 1,100 Class Members. Thus, the average Settlement Award from the NSA is estimated to be approximately \$367.71. The highest Settlement Award is estimated to be approximately \$1,087.86 and the lowest Settlement Award is estimated to be approximately \$6.96. Further, there are approximately 619

Aggrieved Employees who worked during the PAGA Period. Therefore, the average payment from the PAGA Amount is estimated to be approximately \$20.19. Ventura Foods represents there were approximately 116,003 workweeks worked by Class Members during the Class Period and approximately 23,481 pay periods worked during the PAGA Period.

14. Plaintiff alleges that Ventura Foods failed to pay all overtime wages owed to Plaintiff and Class Members due to its failure to include various shift premiums and bonuses when calculating Class Members' regular rate of pay for the purposes of overtime. As a result of Ventura Foods' failure to include these payments in its calculation of the regular rate of pay, Plaintiff alleges that Ventura Foods failed to pay him and other non-exempt employees all overtime wages owed. Based on Plaintiff's review and extrapolation of the timekeeping and payroll records produced by Ventura Foods, Plaintiff estimates that Class Members were underpaid by approximately \$2,328 due to the alleged regular rate miscalculations. However, Ventura Foods contends that it properly included all forms of remuneration when calculating the regular rate of pay and, therefore, paid all overtime wages to Class Members. Ventura Foods further argues that even if Plaintiff were correct and Ventura Foods did not include all remunerations in the regular rate, which it disputes, Plaintiff's overtime claim would still fail as Plaintiff, and the vast majority of Class Members, are covered by a valid Collective Bargaining Agreement ("CBA") and therefore exempt from Labor Code section 510's requirement to pay overtime. Ventura Foods also argues that the alleged bonuses at issue were paid to employees at random on gift cards and were completely discretionary. As such, Ventura Foods argues that the bonuses were properly excluded from any calculations of Class Members' regular rate of pay. In light of these defenses, Plaintiff discounted the maximum amount that the class could potentially recover by 35% for risk of non-certification, and an additional 50% for risk of being unsuccessful on the merits or failure to recover the full amount sought due to the CBAs, to arrive at an estimated total of approximately \$757.

15. Plaintiff alleges that Ventura Foods failed to provide timely, duty-free, and uninterrupted 30-minute meal periods commencing before the end of the fifth hour of work. Plaintiff alleges that Ventura Foods' failure to provide uninterrupted 30-minute meal periods is

1 due to its policy and practice of requiring employees to be back at their workstations ready to
2 work within exactly 30-minutes, thereby requiring employees to use at least some of their 30-
3 minute rest periods walking to and from their workstation. Plaintiff alleges that as a result of this
4 practice, employees were not provided with 30 minutes of “net rest” in a reasonable area away
5 from their workstation that is suitable for rest, as required under the applicable Wage Order.
6 Plaintiff’s expert’s analysis revealed that Ventura Foods provided compliant first meal periods on
7 approximately 98.1% of all shifts in excess of 6.0 hours. Plaintiff’s analysis also revealed that
8 Ventura Foods paid approximately 14,671 meal period premiums during the Class Period.
9 However, Plaintiff alleges that Ventura Foods failed to provide a full thirty (30) minutes of “net
10 rest” for meal periods due to the long distances between employee workstations and Ventura
11 Foods’ breakrooms. Therefore, assuming half of all shifts in excess of 6.0 hours resulted in a
12 violation due to Ventura Foods’ alleged failure to provide a full thirty (30) minutes of “net rest,”
13 Plaintiff calculates Ventura Foods’ maximum meal period exposure at approximately \$5,316,239
14 (230,940 shifts in excess of 6.0 hours * \$23.02 average premium). Ventura Foods counters that
15 it has maintained compliant written meal period policies throughout the Class Period and has
16 always provided compliant meal periods in accordance with those policies. Ventura Foods
17 contends that under *Brinker*, it is only required to “provide” the opportunity to take meal periods,
18 not “ensure” meal periods are taken. Ventura Foods maintains that it did not police meal periods
19 and therefore, any short, missed, or late first meal periods were the result of lawful employee
20 waiver or choice, thereby precluding liability. Ventura Foods also argues that Plaintiff and other
21 Class Members were subject to valid collective bargaining agreements. Lastly, Ventura Foods
22 argues that individualized inquiries will be required to determine why each meal period was taken
23 late or short or missed by each employee, and whether there was a valid waiver, thereby making
24 class certification of this claim unlikely. Based on these defenses, Plaintiff discounted the
25 maximum amount by 75% for risk of non-certification, and an additional 75% for risk of losing
26 on the merits or failing to recover the full amount sought, to arrive at an estimated exposure of
27 approximately \$332,265.

28 16. As with meal periods, Plaintiff alleges that Ventura Foods failed to authorize and

1 permit a full ten minutes of “net rest” in an area appropriate for rest away from the workstation
2 during rest periods, and therefore, failed to authorize and permit all legally-required off-duty rest
3 periods. Based on Plaintiff’s expert’s review and extrapolation of Ventura Foods’ employee
4 timekeeping records, Class Members worked approximately 461,880 shifts in excess of 3.5 hours
5 during the Class Period. Assuming that Class Members were not provided with duty free rest
6 periods of at least ten (10) minutes of “net rest” during 50% of all shifts, Plaintiff estimated the
7 maximum potential rest period exposure to be \$5,316,239 (230,940 potential rest period
8 violations * \$23.02 average premium). In response, Ventura Foods argues that it maintained
9 compliant written rest period policies throughout the Class Period and has always authorized and
10 permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction
11 thereof, as required under the Wage Order, and that any failure to take rest periods was a result
12 of employee choice, rather than any Ventura Foods’ policy and/or practice. Ventura Foods also
13 argues that Plaintiff’s rest period claim is not amenable to class treatment, since individual
14 inquiries would be required to determine which Class Members failed to take rest periods, how
15 many rest periods they failed to take, and the reasons why each employee failed to take rest
16 period(s) on a particular shift. These manageability concerns are especially present with respect
17 to rest period claims, Ventura Foods argues, given that rest periods are not recorded. In light of
18 these defenses, Plaintiff discounted the maximum exposure by 75% for risk of non-certification,
19 and discounted an additional 80% for risk of being unsuccessful on the merits or failure to recover
20 the full amount sought, to arrive at a projected exposure of \$265,812.

21 17. Plaintiff alleges that Ventura Foods failed to reimburse Plaintiff and other non-
22 exempt employees for all reasonable and necessary work expenditures, including use of the
23 employees’ personal cellular phones. Plaintiff alleges Ventura Foods required non-exempt
24 employees to use their personal cellular phones to communicate with supervisors about work-
25 related tasks. Despite this, Plaintiff alleges Ventura Foods did not reimburse Plaintiff and other
26 non-exempt employees for the use of their personal cell phones in violation of Labor Code §
27 2802(a). Plaintiff estimated that Class Members expended approximately \$2.50 per week during
28 the Class Period using their personal cell phone for work related purposes. Therefore, Plaintiff

1 calculated Ventura Foods's potential exposure for this claim at approximately \$290,008 (\$2.50
2 per workweek * 116,003 workweeks). Ventura Foods argues that employees were never required
3 to use their cellular phones to perform work related tasks as the employees worked on-site and
4 therefore, if they needed to contact any supervisors, Ventura Foods' phones were available to
5 them. Ventura Foods further contends that to the extent employees were required to use their
6 personal cellphones for some business reason, they could request reimbursement. Additionally,
7 Ventura Foods argues that this claim would require individual inquiries into whether Class
8 Members actually used their personal cellular phones for work purposes, how much expense they
9 incurred, whether they submitted a request for reimbursement, and the reasonableness of that
10 expense, thus precluding class certification. In light of Ventura Foods' arguments and defenses,
11 Plaintiff discounted the amount that the Class could potentially recover by 65% for a risk of non-
12 certification and potential inability to proceed on a classwide basis due to the arbitration
13 agreements, and an additional 75% for risk of losing on the merits or failure to recover the full
14 amount, to arrive at a projected exposure of \$25,376.

15 18. Plaintiff alleges that during at least a portion of his employment, Ventura Foods
16 utilized a timekeeping system that systematically rounded his hours worked, resulting in unpaid
17 wages. However, in response, Ventura Foods contends that it never rounded employees'
18 timekeeping entries during the Class Period and that any appearance of rounded time records is
19 because an employee did in fact clock in and out at those times. Plaintiff's expert confirmed that
20 Ventura Foods did not round employee time entries during the Class Period. Based on this defense
21 and Plaintiff's analysis of the records produced for mediation, and as stated further below,
22 Plaintiff did not assign this claim any value at mediation.

23 19. As a result of the unpaid wages and unpaid meal and rest period premium wages
24 described above, Plaintiff alleges that Ventura Foods is liable for wage statement penalties. Those
25 penalties are calculated as \$50 for each "initial" violation and \$100 for each "subsequent"
26 violation, with a maximum of \$4,000 per employee. Plaintiff's expert's analysis reflected that
27 there were approximately 619 unique employees and approximately 23,481 pay periods during
28 the liability period applicable to Plaintiff's wage statement claim. Accordingly, Plaintiff

1 calculated the maximum possible exposure for Plaintiff's wage statement claim to be \$2,317,150
2 ([619 "initial" violations * \$50] + [22,862 "subsequent" violations * \$100]). Ventura Foods
3 argues that any alleged wage statement violations were not "knowing and intentional," and
4 Plaintiff cannot show that he or other employees "suffer[ed] injury" due to the alleged wage
5 statement violations, as required by Labor Code § 226(e) for the imposition of penalties. Ventura
6 Foods further contends its wage statements always accurately reflected hours worked and
7 amounts paid as well as all other required information, precluding liability for wage statement
8 penalties. In light of these arguments, as well as the risks associated with Plaintiff's underlying
9 claims, Plaintiff discounted the maximum exposure by 75% for risk of non-certification and an
10 additional 80% for a risk of being unsuccessful on the merits or of failing to recover the full
11 amount sought, to arrive at an estimated realistic exposure of approximately \$115,856.

12 20. As a further result of the Labor Code violations described above, Plaintiff alleges
13 that Ventura Foods failed to comply with their final pay obligations set forth in Labor Code §§
14 201-203. According to the data provided by Ventura Foods, there are approximately 514 non-
15 exempt employees who separated their employment with Ventura Foods since February 7, 2021,
16 and are therefore eligible for waiting time penalties. Based on an hourly rate of \$23.02, Plaintiff
17 estimates the average waiting time penalty per former employee to be approximately \$5,525
18 (\$23.02 * 8 hours per day * 30 days). Therefore, Plaintiff calculated Ventura Foods' maximum
19 exposure for potential waiting time penalties to be approximately \$2,839,850 (514 former
20 employees * \$5,525 average penalty). In response, Ventura Foods argues that it possesses strong,
21 good faith defenses to Plaintiff's underlying claims, thus precluding recovery of waiting time
22 penalties, which are only available for the "willful" failure to pay wages. Ventura Foods further
23 asserts that Plaintiff's waiting time penalty exposure was grossly inflated as not every former
24 employee experienced the alleged Labor Code violations. Moreover, because the waiting time
25 claim is derivative of Plaintiff's underlying wage claims, Ventura Foods argues that Plaintiff
26 would need to overcome Ventura Foods' defenses, both as to class certification and on the merits,
27 as to his underlying claims. To account for Ventura Foods' defenses, Plaintiff discounted the
28 maximum exposure by 75% for the risk of non-certification and an additional 85% for the risk of

losing on the merits and/or not receiving the maximum penalties sought, to arrive at an estimated exposure of approximately \$106,494.

21. As a result of the foregoing Labor Code violations, Plaintiff alleges that Ventura Foods is liable for civil penalties under the PAGA. Plaintiff estimated a potential PAGA exposure of \$2,348,100 (23,481 pay periods during PAGA Period * \$100 “initial” violation rate). Since Plaintiff’s PAGA claim is derivative of Plaintiff’s underlying wage claims, Ventura Foods asserts that the PAGA claim would fail with those claims. Ventura Foods further maintains that given its good-faith defenses, the Court would substantially reduce any PAGA penalties if it were to find Ventura Foods liable for any of Plaintiff’s claims. Therefore, Plaintiff discounted the maximum figure by 80% for risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and by an additional 85% for risk of the Court reducing penalties, for an estimated exposure of approximately \$70,443.

22. Using these figures, Plaintiff estimated the realistic total recovery for the Settlement Class would be approximately \$917,003. Thus, the proposed \$770,000 Maximum Settlement Amount represents approximately 84% of Plaintiff’s reasonably forecasted recovery.

23. Although the Parties engaged in significant informal discovery prior to mediation, the Parties still had significant formal discovery to complete had the matter not settled. This would have required expenditure of substantial time and resources by both Parties that would have very likely spanned several years. Even if Plaintiff were to certify the classes, the Parties would incur considerably more attorneys’ fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

24. Class Counsel will also apply for an attorneys’ fees award of one-third of the Maximum Settlement Amount, which is currently estimated to be \$256,666.66, and up to \$40,000.00 in verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial attorneys’ fees conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research, conducting extensive informal discovery, analyzing Class Members’ timekeeping and payroll records and

1 other data and documents, creating a comprehensive damages model, preparing for and attending
2 mediation, negotiating and preparing the MOU and long-form Settlement Agreement, preparing
3 this Motion, and otherwise litigating the case. Class Counsel expect to expend additional attorney
4 time in attending the hearing on this Motion, overseeing the Notice process and fielding questions
5 from Class Members, preparing the final approval papers, and attending the Final Approval
6 hearing. My firm has incurred costs associated with filing fees, mediation fees, and expert costs.
7 Class Counsel expect to incur additional fees associated with filing Plaintiff's Motion for Final
8 Approval of Class Action Settlement as well as the filing of a final accounting declaration. A
9 breakdown of the costs incurred to date by my office are attached hereto as **Exhibit C**. As of
10 today, my office has incurred approximately \$33,390.72 in litigation costs. The invoices from
11 Mediation Offices of Steven G. Mehta and Berkeley Research Group, LLC, Plaintiff's retained
12 expert, are attached hereto as **Exhibits D and E**, respectively.

13 25. Plaintiff will apply for a Class Representative Service Payment at the time of
14 seeking final approval of the proposed class action settlement in the amount of \$5,000 for his
15 service to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's
16 requested Service Payment is intended to recognize the time and effort Plaintiff expended on
17 behalf of the Settlement Class, including providing substantial factual information and documents
18 to Class Counsel, discussing the claims and theories at issue in the litigation, actively participating
19 in the prosecution of Plaintiff's claims, as well as the significant risks Plaintiff undertook by
20 agreeing to serve as the named plaintiff in this case.

21 26. Neither I, nor any other attorney at my law firm, have any personal or financial
22 relationship and/or connection with Feeding America, the proposed *cy pres* recipient in this case.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct. Executed on January 28, 2026, at El Segundo, California.

25
26 
27 Sean M. Blakely
28

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (the “Agreement”) is made by and between Plaintiff **Adalberto Dubon** (“Plaintiff”) and Defendant **Ventura Foods, LLC** (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS**

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Adalberto Dubon v. Ventura Foods, LLC*, Case No. 30-2024-01377979-CU-OE-CXC, initiated on or about February 7, 2024, and pending in the Superior Court of the State of California, County of Orange.

1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Maximum Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Class” means all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the Class Period, excluding any employees employed at Defendant’s recently acquired Visalia California facility.

1.5. “Class Counsel” means Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC.

1.6. “Class Counsel Fees Payment” and **“Class Counsel Litigation Expenses Payment”** mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s (1) name; (2) last-known mailing address; (3) social security number(s); and (4) number of Class Period Workweeks and PAGA Pay Periods.

1.8. “Class Member” or **“Settlement Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class

Member who qualifies as an Aggrieved Employee).

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from February 7, 2020 through the date of Preliminary Approval.

1.12. “Class Representative” means the named Plaintiff Adalberto Dubon in the Action seeking Court approval to serve as Class Representative.

1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14. “Court” means the Superior Court of California, County of Orange.

1.15. “Defendant” means named Defendant Ventura Foods, LLC.

1.16. “Defense Counsel” means Nicky Jatana, Trevor R. Witt, and Buck N. Haddix of Jackson Lewis P.C.

1.17. “Effective Date” means the date by when all of the following events have occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant’s Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement or opt out of the settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Settlement Class, and approving the Stipulation of Settlement; (5) 65 calendar days have passed since the Court has entered a final Order and Judgment certifying the Settlement Class, dismissing the Action with prejudice, and approving the Stipulation of Settlement; and (6) five business days after the period for filing any

appeal, writ or other appellate proceeding opposing the Court's Entry of Judgment has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing or seeking to vacate the Court's Judgment or final Order approving the Stipulation of Settlement has been filed, five business days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.21. "Maximum Settlement Amount" means Seven Hundred Seventy Thousand Dollars and Zero Cents (\$770,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Maximum Settlement Amount will be used to pay Individual Settlement Awards, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administrator's Expenses. Defendant's share of payroll taxes owed on the wage portions of the Individual Settlement Awards shall be paid by Defendant separately from, and in addition to, the Maximum Settlement Amount

1.22. "Individual Settlement Awards" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.24. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.25. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.26. "Net Settlement Amount" means the Maximum Settlement Amount, less the following

payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Settlement Awards.

1.27. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.28. “Notice Packet” means the Class Notice, Request for Exclusion Form, and the Objection Form. The Class Notice is attached as Exhibit A. The Request for Exclusion Form is attached as Exhibit B. The Objection Form is attached as Exhibit C.

1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.30. “PAGA Period” means the period from February 7, 2023 through the end of the Class Period.

1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.32. “PAGA Notice” means Plaintiff Adalberto Dubon’s February 7, 2024 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Maximum Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to the LWDA (\$37,500.00) in settlement of the PAGA claims.

1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35. “Plaintiff” means Adalberto Dubon, the named plaintiff in the Action.

1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of Class and PAGA Action Settlement.

1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means Defendant and all of its present and former parent companies, direct and indirect subsidiaries, members, joint ventures, owners, principals, agents, divisions, and their respective related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendant’s counsel of record in the Action.

1.41. “Request for Exclusion” means a Class Member’s submission of a signed Request for Exclusion Form, attached to this Agreement as Exhibit B.

1.42. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiration date.

1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.2. On February 7, 2024, Plaintiff Dubon commenced this putative class action by filing a complaint against Defendant in the Superior Court of California, County of Orange, asserting causes of action against Defendant for: (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide lawful meal periods; (4) failure to provide lawful rest periods; (5) failure to reimburse necessary expenses; (6) failure to provide accurate itemized wage statements; and (7) unfair competition (hereinafter, “Original Complaint”). On May 16, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint, adding a cause of action under PAGA (hereinafter, “FAC”). Defendant denies the allegations

in the Original Complaint and FAC.

2.3. On January 7, 2025, Plaintiff and Defendant, by and through Class Counsel and Defense Counsel respectively, participated in an all-day mediation presided over by Steven G. Metha, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and other information relating to the size and scope of the Class, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Maximum Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Seven Hundred Seventy Thousand Dollars and Zero Cents (\$770,000.00) and no more as the Maximum Settlement Amount. Defendant has no obligation to pay the Maximum Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. The settlement is non-reversionary and none of the Maximum Settlement Amount will revert to Defendant.

3.2. Payments from the Maximum Settlement Amount. The Administrator will make and deduct the following payments from the Maximum Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Five Thousand Dollars and Zero Cents (\$5,000.00), in addition to any Individual Settlement Award and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any

Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on his individual Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Maximum Settlement Amount, which is currently estimated to be Two Hundred Fifty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$256,666.66) and a Class Counsel Litigation Expenses Payment of not more than Forty Thousand Dollars and Zero Cents (\$40,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Motion for Final Approval, Class Counsel will seek court approval of the requested Class Counsel Fees Payment and Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$13,850.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$13,850.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Settlement Award calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Settlement Awards: 20% of each Participating Class Member's Individual Settlement Award will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax

withholding and will be reported on an IRS W-2 Form. The other 80% of each Participating Class Member's Individual Settlement Award will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Award.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Settlement Awards: Non-Participating Class Members will not receive any Individual Settlement Awards. The Administrator will retain amounts equal to their Individual Settlement Awards in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Fifty Thousand Dollars And Zero Cents (\$50,000.00) to be paid from the Maximum Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. All penalties paid under PAGA shall be allocated as 100% penalties. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5.3. Class Members may not object or request exclusion from the PAGA Release and all Aggrieved Employees will automatically receive an Individual PAGA Payment regardless if they submit a Request for Exclusion or Objection.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates Class Members collectively worked a total of 116,003 Workweeks during the Class Period.

4.2. Class Data. Not later than 21 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Maximum Settlement Amount. Defendant shall fully fund the Maximum Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 calendar days after the Effective Date.

4.4. Payments from the Maximum Settlement Amount. Within 7 calendar days after Defendant funds the Maximum Settlement Amount, the Administrator will mail checks for all Individual Settlement Awards, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Settlement Awards and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Settlement Awards and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Awards to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Settlement Award and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 5 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Settlement Award check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds to the Feeding America, a 501(c)(3) organization dedicated to providing resources to a nationwide network of food banks, food pantries, and meal programs so people facing hunger can put food on the table, including many programs to help children and teens have food cost free.

4.4.4. All Individual Settlement Awards to Class Members and all Individual PAGA Payments to Aggrieved Employees shall be deemed to be paid to such Class Members and Aggrieved Employees solely in the year in which such payments actually are received by the Class Members and Aggrieved Employees.

It is expressly understood and agreed that the receipt of such Individual Settlement Awards and Individual PAGA Payments will not entitle any Class Member or Aggrieved Employee to additional compensation or additional benefits under any compensation or benefit plans to which any Class Member or Aggrieved Employee may be eligible, including, but not limited to: bonus, contest or commissions plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, deferred compensation plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the intent of this Settlement that the Individual Settlement Awards and the Individual PAGA Payments provided for in this Settlement are the sole payments to be made by Defendant to the Class Members and Aggrieved Employees, will not affect any rights, contributions, or amounts to which any Class Members or Aggrieved Employees may be entitled under any compensation or benefit plans, and that the Class Members and Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Awards and the Individual PAGA Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement). For those Class Members or Aggrieved Employees that are also union members, whose terms and conditions of employment are covered by a collective bargaining agreement (“CBA”), it is agreed that any Individual Settlement Awards and Individual PAGA Payments shall not be considered wages under the terms of the CBAs, particularly with respect to overtime, vacation accrual, sick leave accrual, and the payment of union dues and initiation fees.

5. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Maximum Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff’s Release. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: any and all claims, known and unknown, asserted and not asserted, which the Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement (“Plaintiff’s Released Claims”). The Plaintiff’s Released Claims include, but are not limited to, all of the Released Class Claims, the Released PAGA Claims and any other claims arising under the California Labor Code; any claim arising out of the California common law of

contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits (except as to claims under Labor Code §§ 132a and 4553) that arose at any time, or any claims based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged, or reasonably could be alleged, in the Action and ascertained in the course of the Action, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, *et seq.*, and including all claims for or related to alleged failure to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wage, failure to pay all wages due to discharged and quitting employees, failure to maintain required records,

failure to furnish accurate itemized wage statements, failure to indemnify employees for necessary expenditures incurred in discharge of duties, failure to produce employee records, and unfair and unlawful business practices, including, but not limited to, claims for injunctive relief, liquidated damages, penalties, interest, fees, costs, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Action during the Class Period (“Released Class Claims”).

5.3. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties alleged, or reasonably could be alleged, in the Action and the PAGA Notices and ascertained in the course of the Action, including civil penalties pursuant to PAGA for or related to claims for failure to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wage, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate itemized wage statements, failure to indemnify employees for necessary expenditures incurred in discharge of duties, and failure to produce employee records, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period (“Released PAGA Claims”).

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; and obtaining a prompt hearing date for the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,

and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 35 days after the Court grants Preliminary Approval of the Settlement, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Settlement Award and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Defense Counsel 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 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 Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). To Request Exclusion, Class Members can use the Request for Exclusion Form included as Exhibit B or they can send a signed letter that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees are prohibited from requesting exclusion from the Released PAGA Claims.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Settlement Agreement or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to

challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may use the Objection form included as Exhibit C or they may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7.4. Aggrieved Employees are not permitted to object to any of the PAGA components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Email Address, Settlement Website, and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Settlement Administrator will upload the Complaint, Settlement Agreement, and any related settlement documents to a settlement website maintained by the Settlement Administrator.

7.8.2. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class

Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Settlement Awards (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Maximum Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATE. Based on its records, Defendant represents that, as of the date of the mediation, Class Members collectively worked a total of 116,003 Workweeks during the Class Period. To the extent that the actual number of Workweeks exceeds 116,003 by more than 5% (i.e., if the actual workweeks are greater than 121,803), Defendant will have the option to either increase the Maximum Settlement Amount proportionately for each additional week worked above 121,803 (e.g., if the number of workweeks increase by 6%, Defendant shall increase the Maximum Settlement Amount by 1%) or Defendant can choose to end the Class Period as of the accrual of 121,803 workweeks (116,003 plus 5%), at Defendant's sole discretion.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members and/or if the combined workweeks worked by Class Members who timely exclude themselves amounts to more than 5% of the total workweeks worked by all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) calendar days after the expiration of the opt-out period.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class

Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Maximum Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in this Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Prior to the Motion for Preliminary Approval being filed, the Class Representative and Class Counsel will not make any public disclosures of any kind regarding the Settlement, including but not limited to postings on Class Counsel's website and postings on any social media sites/outlets. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against any public disclosures regarding the Settlement. Class Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the Motion for Preliminary Approval is filed. Following Preliminary Approval of

the Settlement, the Class Representative and Class Counsel will not initiate any communications with the media. If contacted by the media, the Class Representative and Class Counsel will only discuss information publicly available. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against any media comment. Class Counsel further agree not to use the Settlement or any of its terms for any marketing or promotional purposes.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Released Parties are Third-Party Beneficiaries. All Released Parties are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Released Party as against Plaintiff, Participating Class Members, or any party acting on Plaintiff and/or Participating Class Member's behalf.

12.12. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this Agreement, he will be bound by the terms herein, including the general release described in Paragraph 5.1 above. Plaintiff further agrees that, upon signing this Agreement, he will not request to be excluded from this Settlement and that any such request for exclusion by Plaintiff will be void and of no force or effect.

12.13. Applicable Law. All terms and conditions of this Agreement and its exhibit(s) will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.14. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evid.

Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or California rules of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, the Class Representative and Class Counsel shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.17. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.19. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

12.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.22. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent with class

action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this settlement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: Jan 28, 2026

ADALBERTO DUBON


Adalberto Dubon (Jan 28, 2026 11:28:33 PST)

DATED: _____, 2026

VENTURA FOODS, LLC

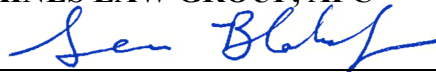
By: _____

Title: _____

Approved as to form and content:

Dated: January 28, 2026

HAINES LAW GROUP, APC



Paul K. Haines, Esq.

Sean M. Blakely, Esq.

Alexandra R. McIntosh, Esq.

Attorneys for Plaintiff Adalberto Dubon

Dated: _____, 2026

JACKSON LEWIS P.C.

Nicky Jatana, Esq.

Trevor R. Witt, Esq.

Attorneys for Defendant
Ventura Foods, LLC

action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this settlement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: _____, 2026

ADALBERTO DUBON

DATED: January 27, 2026

VENTURA FOODS, LLC



By: Rebecca J. Walsh

Title: Executive Vice President, Chief Legal and Compliance Officer

Approved as to form and content:

Dated: _____, 2026

HAINES LAW GROUP, APC

Paul K. Haines, Esq.
Sean M. Blakely, Esq.
Alexandra R. McIntosh, Esq.
Attorneys for Plaintiff Adalberto Dubon

Dated: January 28, 2026

JACKSON LEWIS P.C.



Nicky Jatana, Esq.
Trevor R. Witt, Esq.

Attorneys for Defendant
Ventura Foods, LLC

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ADALBERTO DUBON, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

VENTURA FOODS, LLC, a Delaware Limited
Liability Company; and DOES 1 through 100,

Defendants.

Case No. 30-2024-01377979-CU-OE-CXC

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

To: All persons who are or were employed by Defendant Ventura Foods, LLC as hourly paid, non-exempt employees in the State of California at any time during the period from February 7, 2020 through <<PRELIM APPROVAL DATE>>, excluding any employees employed at Defendant Ventura Foods, LLC's recently acquired Visalia California facility.

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Orange County Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the case of *Adalberto Dubon v. Ventura Foods, LLC*, Orange County Superior Court Case No. 30-2024-1377979-CU-OE-CXC (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Ventura Foods, LLC ("Ventura Foods") records show that you were employed by Ventura Foods as an hourly-paid, non-exempt employee in California, between February 7, 2020 and <<PRELIM APPROVAL DATE>> (the "Class Period"), and were not employed at Ventura Food's recently acquired Visalia California facility. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Adalberto Dubon ("Plaintiff") brought this Action against Ventura Foods, seeking to assert claims on behalf of a class of current and former hourly-paid, non-exempt employees who worked for Ventura Foods in California during the Class Period. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Class Members, are known as "Class Counsel."

Plaintiff alleges that Ventura Foods failed to pay Class Members for all minimum and overtime wages and failed to provide required meal and rest periods to Class Members. The Action also alleges that as a result of these alleged violations, Ventura Foods failed to provide Class Members with accurate and complete wage statements and failed to timely pay all final wages at the time of separation of employment. As a further result

of the alleged violations, Plaintiff alleges that Ventura Foods engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Ventura Foods denies all liability to Class Members, denies the factual and legal allegations in the case, and believes that it has valid defenses to Plaintiff’s claims. Ventura Foods has entered into the Settlement solely for the purposes of resolving this dispute and has agreed to settle the case as part of a compromise with Plaintiff. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Ventura Foods, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with Ventura Foods’ business operations, the Parties concluded that it is in the best interests of Ventura Foods and Class Members to settle the Action on the terms summarized in this Notice. After Ventura Foods provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Ventura Foods, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Ventura Foods, your decision about whether to participate in the Settlement will not affect your employment. California law and Ventura Foods’ policies strictly prohibit unlawful retaliation. Ventura Foods will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Class Member because of the Class Member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Class Members: HAINES LAW GROUP, APC Paul K. Haines, phaines@haineslawgroup.com Sean M. Blakely, sblakely@haineslawgroup.com Alex McIntosh, amcintosh@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant Ventura Foods, LLC: JACKSON LEWIS, P.C. Nicky Jatana, Nicky.Jatana@jacksonlewis.com Trevor R. Witt, Trevor.Witt@jacksonlewis.com 725 South Figueroa Street, Suite 2800 Los Angeles, California 90017-5408 Telephone: (213) 689-0404 Fax: (213) 689-0430 jacksonlewis.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all persons employed by Ventura Foods as hourly-paid, non-exempt employees in the State of California during the period from February 7, 2020 through <<PRELIM APPROVAL DATE>>, excluding any employees employed at Ventura Foods’ recently acquired Visalia California facility. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Ventura Foods as described below.

Ventura Foods has agreed to pay \$770,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Action, including payments to Class Members, requested attorneys’ fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representative Service Payment.

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the

Settlement. The Court has approved setting aside up to \$13,850.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$256,666.66, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$40,000.00 for verified costs Class Counsel incurred in connection with the Action.

Service Payment to Class Representative. Class Counsel will ask the Court to award a service payment in the amount of \$5,000 to the Class Representative to compensate him for his service and extra work provided on behalf of the Class Members.

PAGA Payment to State of California. \$37,500.00 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the \$50,000.00 the parties have agreed to allocate to the settlement of Plaintiff's claims on behalf of Aggrieved Employees under the PAGA. The remaining \$12,500.00 will be payable to Aggrieved Employees as the "PAGA Amount," as described below.

Calculation of Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$404,483.34 and will be divided as follows:

- (i) Payments to All Participating Class Members: The NSA will be distributed to all participating Class Members based on each participating Class Member's proportionate Workweeks worked during the Class Period.
- (ii) PAGA Amount: In addition to the Net Settlement Amount, the \$12,500 PAGA Amount will be allocated as follows: Each Class Member who was employed by Ventura Foods at any time from February 7 2023 through <<PRELIM APPROVAL DATE>> ("PAGA Period") (including those who submit a valid and timely Request for Exclusion from the class action settlement) is an "Aggrieved Employee" and shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period.

Payments to Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Class Members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Class Members whose checks are not cashed within 180 days after mailing shall be distributed to Feeding America, a 501(c)(3) organization, as the *cy pres* recipient.

Allocation and Taxes. For purposes of calculating applicable taxes and withholdings, each Settlement Award from the NSA shall be allocated as follows: 80% as penalties and interest; and 20% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Class Members are responsible for the proper income tax treatment of the individual settlement payments. The Settlement Administrator, Ventura Foods and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release: If the Court approves the Settlement, and upon the complete funding of the Maximum Settlement Amount, Plaintiff and every member of the Settlement Class (except those who opt out), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release Ventura Foods, and all of its present and former parent companies, direct and indirect subsidiaries, members, joint ventures, owners, principals, agents, divisions, and their respective related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendant's counsel of record in the Action ("Released Parties") from all claims alleged, or reasonably could be alleged, in the Action and ascertained in the course of the Action, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged failure to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wage, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate itemized wage statements, failure to indemnify employees for necessary expenditures incurred in discharge of duties, failure to produce employee records, and unfair and unlawful business practices, including, but not limited to, claims for injunctive relief, liquidated damages, penalties, interest, fees, costs, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Action during the Class Period ("Released Class Claims").

In addition, all Aggrieved Employees (regardless of whether they opt out) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties alleged, or reasonably could be alleged, in the Action and the PAGA Notices and ascertained in the course of the Action, including civil penalties pursuant to PAGA for or related to claims for failure to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wage, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate itemized wage statements, failure to indemnify employees for necessary expenditures incurred in discharge of duties, and failure to produce employee records, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period ("Released PAGA Claims").

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period and the proportionate number of pay periods you worked during the PAGA Period, as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, the proportionate number of pay periods you worked during the PAGA Period. The information contained in Ventura Foods' records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's

determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written Request for Exclusion Form postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, a statement that you wish to be excluded from the Settlement, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Aggrieved Employees who worked for Ventura Foods during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX-105 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Adalberto Dubon v. Ventura Foods, Inc.*, Orange County Superior Court Case No. 30-2024-01377979-CU-OE-CXC. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX-105 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Payment to the Class Representative. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

If the Court grants Final Approval of the Settlement and enters Judgment, the Settlement Administrator will post the Judgment for at least 180 days at the following website address: <<ADMINISTRATOR WEBSITE INFO>>.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701, during regular court hours. You may also visit the Orange County Superior Court website at www.occourts.org to inspect the Court's files by going to the "Case Access" tab under "Online Services," selecting "Civil Case & Document Access," and entering the case number information for this case, which is Case No. 30-2024-01377979-CU-OE-CXC. You may also contact Class Counsel using the contact information listed above for more information.

You may also access key documents from the case, including the operative complaint, the Settlement Agreement, this Class Notice, as well as the order granting preliminary approval at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR WEBSITE>>.

PLEASE DO NOT CALL OR WRITE THE COURT, VENTURA FOODS, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT 2

NOTICE OF ESTIMATED SETTLEMENT AWARD

Adalberto Dubon v. Ventura Foods, LLC
ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2024-01377979-CU-OE-CXC

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Defendant Ventura Foods, LLC's ("Ventura Foods") records:

- (a) you worked for Ventura Foods in California as an hourly-paid, non-exempt from _____ until _____;
- (b) you worked _____ workweeks as an hourly-paid, non-exempt employee for Ventura Foods in California between February 7, 2020 and [PRELIMINARY APPROVAL DATE]; and
- (c) you worked _____ pay periods as a non-exempt employee for Ventura Foods in California between February 7, 2023 and [PRELIMINARY APPROVAL DATE].

Based on the above, your Individual Settlement Award is estimated at \$ _____.

(IV) If you disagree with items (a), (b), and/or (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Ventura Foods' records, Ventura Foods' records will control unless you are able to provide documentation that establishes otherwise, and that Ventura Foods' records are mistaken. If there is a dispute about whether Ventura Foods' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved as described in the "Court Approved Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval" that accompanies this Form.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

Signature: _____

Date: _____

EXHIBIT 3

REQUEST FOR EXCLUSION FORM

Adalberto Dubon v. Ventura Foods, LLC
Orange County Superior Court
Case No. 30-2024-01377979-CU-OE-CXC

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE**, **SIGN** AND **MAIL** THIS FORM, POSTMARKED ON OR BEFORE **[INSERT DATE]**, ADDRESSED AS FOLLOWS:

ILYM GROUP, INC.
ADALBERTO DUBON V. VENTURA FOODS, LLC
SETTLEMENT ADMINISTRATOR
ADDRESS
ADDRESS
PHONE
FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Adalberto Dubon v. Ventura Foods, LLC*, Orange County Superior Court Case No. 30-2024-01377979-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ADALBERTO DUBON V. VENTURA FOODS, LLC* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”) AS DESCRIBED IN THE ACCOMPANYING COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL.

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: _____

EXHIBIT 4

OBJECTION FORM

Adalberto Dubon v. Ventura Foods, LLC
Orange County Superior Court
Case No.: 30-2024-01377979-CU-OE-CXC

All objections must be mailed or delivered directly to the Settlement Administrator, ILYM Group, Inc., at <<INSERT ADMINISTRATOR CONTACT INFO>> on or before <<RESPONSE DEADLINE>>. All objections must be postmarked or delivered on or before <<RESPONSE DEADLINE>>.

Objecting Class Member Information:

Name

Telephone Number

Address

Date

Signature

Describe the nature and basis of each objection and please attach additional pages if necessary:

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

February 7, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Adalberto Dubon v. Ventura Foods, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Adalberto Dubon (“Mr. Dubon”) in claims arising from his employment with Ventura Foods, LLC; and Does 1 through 100 (collectively “Ventura Foods”). Mr. Dubon is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Ventura Foods’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Ventura Foods’ non-exempt employees who worked for Ventura Foods in California during the one year immediately preceding the date of this letter through the present.

Ventura Foods manufactures and creates custom food solutions and flavors for foodservice, food manufacturing, and retail customers. Mr. Dubon has been employed by Ventura Foods at its Ontario, California facility as a non-exempt “Quality Control Technician” (or a similarly titled position) since approximately 1998, but has been on a medical leave of absence since approximately September 2023.

During at least a portion of Mr. Dubon’s employment with Ventura Foods, Ventura Foods utilized a timekeeping system which resulted in Mr. Dubon and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, upon information and belief, Ventura Foods rounded Mr. Dubon’s timekeeping entries, so that over a period of time, Mr. Dubon was deprived of all earned minimum and overtime wages. Upon information and belief, Ventura Foods’ timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Mr. Dubon and other aggrieved employees in Ventura Foods’ favor, resulting, over a period of time, in the failure to compensate Mr. Dubon and other aggrieved employees for all hours worked. As a result, Mr. Dubon and other aggrieved employees were not compensated for all required minimum and overtime wages.

Ventura Foods failed to provide Mr. Dubon and other aggrieved employees with all legally compliant meal periods due to Ventura Foods' meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes of net rest) and missed meal periods. Additionally, Mr. Dubon and other aggrieved employees were not provided with 30 minutes of net rest in an area away from the workstation that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees during meal and rest periods. Ventura Foods also failed to provide Mr. Dubon and other aggrieved employees with an uninterrupted second meal period of at least 30 minutes in duration during shifts in excess of 10.0 and/or 12.0 hours. Upon information and belief, on those occasions when Mr. Dubon and other aggrieved employees were not provided with all legally compliant meal periods to which he was entitled, Ventura Foods failed to always compensate Mr. Dubon and other aggrieved employees with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7.

Ventura Foods also failed to authorize and permit all required rest periods for Mr. Dubon and other aggrieved employees as Ventura Foods' rest period policies/practices failed to authorize and permit employees to take an off-duty rest period of at least 10 minutes for every four hours worked, or major fraction thereof. Specifically, as with meal periods, Ventura Foods failed to authorize and permit a full ten minutes of "net rest" in an area appropriate for rest away from the workstation during rest periods. Despite failing to authorize and permit Mr. Dubon and other aggrieved employees to take all rest periods to which they were entitled, upon information and belief, Ventura Foods maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Mr. Dubon or other non-exempt employees any rest period premiums when they experienced a rest period violation.

Ventura Foods also failed to reimburse Mr. Dubon and other aggrieved employees for use of their personal cellular phones for work activities. Upon information and belief, Ventura Foods required Mr. Dubon and other aggrieved employees to communicate with coworkers and their supervisors through their personal cellular phones; however, Ventura Foods failed to reimburse Mr. Dubon and other aggrieved employees for the use of their personal cellular phones for business purposes.

As a result of Ventura Foods' failure to pay Mr. Dubon and other aggrieved employees for all minimum wages, overtime wages, and meal and rest period premium wages earned, Ventura Foods maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, Ventura Foods committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

Minimum Wage Violations

Ventura Foods was required to pay Mr. Dubon and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 1, § 4. As alleged above, Ventura Foods failed to conform its pay practices to the requirements of the law by failing to pay Mr. Dubon and other aggrieved employees for all hours worked, including, but not limited to, all hours they were subject to the control of Ventura Foods and/or suffered or permitted to work under the California Labor Code and Wage Order 1. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Dubon and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Ventura Foods was required to pay Mr. Dubon and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Ventura Foods caused Mr. Dubon and other aggrieved employees to work overtime hours, but failed to credit these employees with all overtime hours actually worked. As a result of these policies/practices, Mr. Dubon and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Ventura Foods failed to provide Mr. Dubon and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Mr. Dubon and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Ventura Foods also failed to authorize and permit Mr. Dubon and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Mr. Dubon and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Ventura Foods failed to reimburse Mr. Dubon and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Ventura Foods’ policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, § 9, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.”) Mr. Dubon and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Ventura Foods was required to furnish Mr. Dubon and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of Ventura Foods’ failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Ventura Foods maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Dubon and other aggrieved employees in violation of Labor Code § 226. Ventura Foods’ failure to comply with its wage statement obligations was knowing and intentional, and Mr. Dubon and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Ventura Foods failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all overtime, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Ventura Foods’ failure to pay all final wages due to other aggrieved employees was willful and, consequently, entitles aggrieved employees to

waiting time penalties equal to one day of wages at their standard hourly rate for each day Ventura Foods failed to pay their final wages after their separation, up to a maximum of thirty days.

As an “aggrieved employee,” Mr. Dubon will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Dubon’s own investigation, and on information and belief, Ventura Foods committed and continues to commit the following Labor Code violations:

- a. Ventura Foods violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Dubon and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Ventura Foods violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Dubon and other aggrieved employees all overtime compensation earned;
- c. Ventura Foods violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Dubon and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- d. Ventura Foods violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Dubon and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Dubon and other aggrieved employees at these employees’ respective regular rates of compensation for rest period violations;
- e. Ventura Foods violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Dubon and other aggrieved employees for all necessary expenditures incurred;
- f. Ventura Foods violated Labor Code § 226 by failing to furnish Mr. Dubon and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Ventura Foods violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to aggrieved employees;
- h. Ventura Foods violated Labor Code § 204 by failing to pay Mr. Dubon and other aggrieved employees all wages earned at least twice during each calendar month; and

- i. Ventura Foods violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Dubon and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Ventura Foods if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Ventura Foods, LLC (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 02/08/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8347 9824 98

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 02/07/2024 16:59

ORIGINAL INTENDED RECIPIENT:

VENTURA FOODS LLC

C/O: CSC-LAWYERS INCORPORATING SERVICE

2710 GATEWAY OAKS DR STE 150N

SACRAMENTO CA 95833-3502



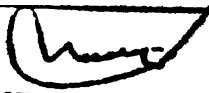
Mailer: Haines Law Group

Date Produced: 02/13/2024

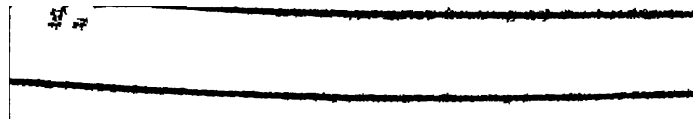
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8347 9824 98. Our records indicate that this item was delivered on 02/12/2024 at 11:49 a.m. in SACRAMENTO, CA 95811. The scanned image of the recipient information is provided below.

Signature of Recipient :
(Authorized Agent)


SHAMEEL MOHAMMED
A/A/O CSC

Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

VENTURA FOODS LLC
C/O: CSC-LAWYERS INCORPORATING SERVICE
STE 150N
2710 GATEWAY OAKS DR
SACRAMENTO CA 95833-3502

Customer Reference Number: C4786668.28727197

EXHIBIT C

January 28, 2026

Adalberto Dubon

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
1/31/2024	ALL	Postage for January, 2024.	1 14.72	14.72
	ALL	Copying cost for January, 2024.	6 0.25	1.50
2/8/2024	ALL	One Legal's filing fee for: Complaint, Civil case cover sheet, Summons issued and filed. Order #: 22189515	1 1,499.46	1,499.46
	ALL	Filing fee for: LWDA. Order #: ORD-000270122	1 75.00	75.00
	ALL	One Legal's filing fee for: Jury Fees. Order #: 22189515	1 150.00	150.00
2/15/2024	IDLC	First legal's service fee for: Summons and Complaint Order #: 5619778 Process - Branch 3 days Base charge + PDF/Ship + Fuel charge	1 173.13	173.13
2/16/2024	PKH	One Legal's filing fee for: Proof of service of 30-day summons & complaint - personal Order #: 22260060	1 17.71	17.71
2/29/2024	ALL	Postage for February, 2024.	1 8.48	8.48
	ALL	Copying cost for February, 2024.	15 0.25	3.75
3/6/2024	ALL	One legal's Filing fee for: Notice of Hearing Order #: 22336374	1 17.71	17.71

1/28/2026

			<u>Qty/Price</u>	<u>Amount</u>
4/23/2024	ALL	One legal's filing fee for: Amended Complaint Order #: 22679409	1 17.71	17.71
5/2/2024	IDLC	One legal's Filing fee for: Amended Complaint Order #: 22768253	1 17.71	17.71
5/15/2024	ALL	One legal's Filing fee for: Stipulation and Order, Proposed Stipulation and Order Order #: 22901619	1 40.36	40.36
5/17/2024	IDLC	One legal's Filing fee for: Amended Complaint Order #: 22918409	1 19.77	19.77
6/1/2024	ALL	San Bernardino County document purchase fee for: Motion re: Notice of motion & amp, motion for final approval. Transaction #: 273929360	1 14.11	14.11
	ALL	San Bernardino County document purchase fee for: Motion re: for final approval of class action settlement. Transaction #: 273929679	1 9.93	9.93
6/20/2024	ALL	First legal's filing fee for: Case Management Statement Order #: 23170797	1 17.45	17.45
7/2/2024	ALL	Steve G. Mehta mediation fee for January 7, 2024 mediation. Invoice #: 19667	1 10,250.00	10,250.00
1/9/2025	ML	BRG Expert fee for services rendered through December 31, 2024. Invoice #: 10011329	1 14,730.50	14,730.50
	VG	Mediation Offices of Steven G. Mehta's mediation fee for: mediation on January 7, 2025 Note: Additional mediation time - 1 hour Invoice #: 19889	1 1,000.00	1,000.00
1/28/2025	ML	One legal's Filing fee for stipulation and order, proposed stipulation and order Order #: 24590793	1 43.57	43.57
1/31/2025	ML	Copying cost for January, 2025.	1 0.25	0.25
2/25/2025	ML	BRG Expert fee for Services rendered through January 31, 2025. Invoice #: 10014014	1 5,089.50	5,089.50
5/6/2025	IO	One Legal's filing fee for: Stipulation and Order, Proposed Stipulation and Order	1 44.60	44.60

1/28/2026

		<u>Qty/Price</u>	<u>Amount</u>
	Order #: 25305648		
6/25/2025 IO	One Legal's filing fee for: Stipulation and Order, Proposed Stipulation and Order	1 44.60	44.60
	Order #: 25682710		
8/26/2025 IO	One Legal's Filing fee: Stipulation and Order, Proposed Stipulation and Order	1 44.60	44.60
	Order #: 26161062		
10/3/2025 IO	One Legal's Filing fee for: Stipulation and Order, Proposed Stipulation and Order	1 44.60	44.60
	Order #: 26443548		
Total additional charges			<u>\$33,390.72</u>
Balance due			<u><u>\$33,390.72</u></u>

EXHIBIT D

Mediation Offices of Steven G. Mehta
25448 Hardy Pl
Stevenson Ranch, CA 91381 US

Invoice



MEDIATION OFFICES
— OF STEVEN G. MEHTA, ESQ. —
MEDIATIONS THAT COME TOGETHER

BILL TO

HAINES LAW GROUP, APC
2155 CAMPUS DRIVE
STE. 180
EL SEGUNDO, CA 90245

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
19667	06/24/2024	\$10,250.00	Due on receipt	

MEDIATION DATE
JANUARY 7, 2025

CASE NAME
DUBON v. VENTURA FOODS

DATE	DESCRIPTION	QTY	RATE	AMOUNT
101 (ZOOM/CLASS)	101 (ZOOM) CLASS ACTION FULL DAY MEDIATION SERVICES, INCLUDING HEARING TIME (8 HOURS) AND REVIEW OF BRIEFS (2 HOURS) - this amount represents your half share of the mediation fees.	1	10,000.00	10,000.00
100 ADMIN FEE	Administrative Fees - non- refundable	1	250.00	250.00

Dear Counsel:

BALANCE DUE

\$10,250.00

The Mediation Reservation Request Form has been signed by both parties
reserving your date for mediation.

Please find attached your invoice with your portion of the payment. We must
receive full payment from all parties to convert the hold into a confirmation of
the mediation date.

If paying via credit card, please complete the process below.

Once we have received payment from all parties, our office will send a
confirmation letter confirming the mediation and detailing the date, time,
location, and other necessary details.

Thank you for your business - we appreciate it very much.

Sincerely,
Sarah
Mediation Offices of Steven G. Mehta

661.284.1818
www.stevemehta.com

Please visit our website to view our fee and cancellation policy.

ENTERED IN TIMESLIPS
Date: 7/2/2024
Initials: SD
Case #: 3138
Client: Dubon, Adalberto



Payment receipt

You paid \$10,250.00

to Mediation Offices of Steven G. Mehta on 7/2/2024

Invoice no.	19667
Invoice amount	\$10,250.00
Total	\$10,250.00
Status	Paid
Payment method	Credit Card
Authorization ID	[REDACTED]

Thank you

Mediation Offices of Steven G. Mehta

[REDACTED]

[REDACTED]

25448 Hardy Pl, Stevenson Ranch, CA 91381

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, <https://www.intuit.com/legal/licenses/payment-licenses>). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.

Mediation Offices of Steven G. Mehta
25448 Hardy Pl
Stevenson Ranch, CA 91381 US

Invoice



MEDIATION OFFICES
—OF STEVEN G. MEHTA, ESQ.—
MEDIATIONS THAT COME TOGETHER

BILL TO

HAINES LAW GROUP, APC
2155 CAMPUS DRIVE
STE. 180
EL SEGUNDO, CA 90245

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
19889	01/09/2025	\$1,000.00	Due on receipt	

MEDIATION DATE
JANUARY 7, 2025

CASE NAME
DUBON v. VENTURA FOODS

DATE	DESCRIPTION	QTY	RATE	AMOUNT
105	ADDITIONAL MEDIATION TIME - Additional time (1 HOUR)	1	2,000.00	2,000.00
115	FEES SPLIT IN HALF	-0.50	2,000.00	-1,000.00
BALANCE DUE				\$1,000.00

ENTERED IN TIMESLIPS
Date: 1-9-2025
Initials: vk
Case #: 3138
Client: Dubon, Adalberto

**DO NOT PAY
CHARGED TO
CREDIT CARD**

*Paid via amex 7006
on 1/14/25 by AP*



Payment receipt

You paid \$1,000.00

to Mediation Offices of Steven G. Mehta on 1/14/2025

Invoice no.	19889
Invoice amount	\$1,000.00
Total	\$1,000.00
Status	Paid
Payment method	Credit Card
Authorization ID	[REDACTED]

Thank you

Mediation Offices of Steven G. Mehta

[REDACTED]
[REDACTED]
25448 Hardy Pl, Stevenson Ranch, CA 91381

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, <https://www.intuit.com/legal/licenses/payment-licenses>). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.

EXHIBIT E



Paul Haines
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

January 09, 2025
Client-Project: 101873-102255
Invoice #: 10011329

Via Email: phaines@haineslawgroup.com

RE: Adalberto Dubon vs. Ventura Foods, LLC

Services Rendered Through December 31, 2024

Professional Services	\$ 14,730.50	USD
CURRENT CHARGES	\$ 14,730.50	USD

PAYMENT IS DUE BY February 08, 2025

Please direct questions regarding this invoice to: Jon M. DuMond at MDuMond@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC

Please remit express/overnight payment to:

[REDACTED]

Please send remittance advice details to:
remitadvice@thinkbrg.com

cc:

Andrea Parashos

Via Email: adparashos@haineslawgroup.com



To: Paul Haines
c/o: Haines Law Group
RE: Adalberto Dubon vs. Ventura Foods, LLC

Page 2 of 3
Invoice # 10011329
Client-Project: 101873-102255

Services Rendered Through December 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	0.70	472.50
Senior Managing Consultant			
Brooke Truitt	460.00	17.60	8,096.00
Senior Associate			
Edyney Lopez	395.00	15.60	6,162.00
Total Professional Services		33.90	14,730.50



To: Paul Haines
c/o: Haines Law Group
RE: Adalberto Dubon vs. Ventura Foods, LLC

Page 3 of 3
Invoice # 10011329
Client-Project: 101873-102255

Services Rendered Through December 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
12/17/24	Edyney Lopez	Loading and processing data. Preparing data for analyses.	4.30
12/17/24	Brooke Truitt	Reviewed data.	0.50
12/18/24	Edyney Lopez	Analyzing data.	7.80
12/18/24	Brooke Truitt	Prepared data.	7.70
12/19/24	Edyney Lopez	Analyzing data.	3.50
12/19/24	Brooke Truitt	Prepared data; analyzed data; reviewed analyses.	6.80
12/20/24	Jon M. DuMond	Case discussions; review programs/analyses.	0.70
12/20/24	Brooke Truitt	Analyzed data; reviewed analyses.	2.60
Professional Services			33.90



Paul Haines
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

February 25, 2025
Client-Project: 101873-102255
Invoice #: 10014014

Via Email: phaines@haineslawgroup.com

RE: Adalberto Dubon vs. Ventura Foods, LLC

Services Rendered Through January 31, 2025

Professional Services	\$	5,089.50	USD
CURRENT CHARGES	\$	5,089.50	USD

PAYMENT IS DUE BY March 27, 2025

Please direct questions regarding this invoice to: Jon M. DuMond at MDuMond@thinkbrg.com.

OTHER OUTSTANDING INVOICES AS OF TODAY

Invoice # 10011329 - Dated 01/09/2025	14,730.50	Due Date: 02/08/25	PAST DUE
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Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC

Please remit express/overnight payment to:

[REDACTED]

Please send remittance advice details to:
remitadvice@thinkbrg.com

cc:

Andrea Parashos

Via Email: adparashos@haineslawgroup.com



To: Paul Haines
c/o: Haines Law Group
RE: Adalberto Dubon vs. Ventura Foods, LLC

Page 2 of 3
Invoice # 10014014
Client-Project: 101873-102255

Services Rendered Through January 31, 2025

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	675.00	1.90	1,282.50
Senior Managing Consultant Brooke Truitt	470.00	8.10	3,807.00
Total Professional Services		10.00	5,089.50



To: Paul Haines
c/o: Haines Law Group
RE: Adalberto Dubon vs. Ventura Foods, LLC

Page 3 of 3
Invoice # 10014014
Client-Project: 101873-102255

Services Rendered Through January 31, 2025

DETAIL OF PROFESSIONAL SERVICES

Date	Name	Description	Hours
01/02/25	Jon M. DuMond	Respond to client questions; prepare and review additional analyses.	0.80
01/02/25	Brooke Truitt	Analyzed data.	2.50
01/06/25	Jon M. DuMond	Respond to follow up questions.	1.10
01/06/25	Brooke Truitt	Analyzed data.	5.60
Professional Services			10.00