

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiffs ERIKA BONILLA DELEON individually and on behalf of similarly situated
8 employees

9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 ERIKA BONILLA DELEON and MAGDA
12 DE LEON PEREZ, individually and on behalf
13 of all other similarly situated employees,

14 Plaintiffs,

15 vs.

16 SAN FRANCISCO FOODS LLC, a Delaware
17 Limited Liability Company; SAMUEL HALE,
18 LLC, a California Limited Liability Company;
19 SAMUEL HALE 2, LLC, a Florida
20 Corporation; SAMUEL HALE 3 LLC, a
21 California Limited Liability Company;
22 SAMUEL HALE 4 LLC, a California Limited
23 Liability Company; SAMUEL HALE
EXCHANGE LLC, a California Limited
24 Liability Company; SAMUEL HALE EAST,
LLC, a California Limited Liability Company;
and DOES 1 to 100, inclusive,

25 Defendants.

Case No. 24CV010557

*Assigned to Hon. Peter K. Southworth
Department 8B*

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION TO APPROVE PRIVATE
ATTORNEYS GENERAL ACT SETTLEMENT**

Reservation No. A-10557-001.

Date: December 4, 2026

Time: 1:30 p.m.

Dept.: 8B

Judge: Hon. Peter K. Southworth

Filed: May 29, 2024

Trial Date: None Set

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
4 Stanley J. Park (SBN 334747)
E-mail: spark@moonlawgroup.com
5 **MOON LAW GROUP, PC**
6 725 S. Figueroa St., Suite 3100
7 Los Angeles, California 90017
Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 Attorneys for Plaintiff MAGDA DE LEON PEREZ
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on December 4, 2026, at 9:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 8B of the above-entitled Court, Plaintiffs Erika Bonilla Deleon and
4 Magda De Leon Perez ("Plaintiffs") will move for entry of an Order for the following:

- 5 1. Finding that Plaintiffs exhausted administrative remedies under the Private Attorneys
6 General Act ("PAGA") and, as such, became authorized to enter into this settlement on
7 behalf of the Labor and Workforce Development Agency;
- 8 2. Approving the \$150,000 PAGA Settlement, which is incorporated by reference as if stated
9 here in full;
- 10 3. Approving the application for payment to Plaintiffs' Counsel of reasonable attorneys' fees in
11 the amount of 35% of the Gross Settlement Amount;
- 12 4. Approving the application for payment to Plaintiffs' Counsel of reasonable costs in the
13 amount of \$4,384.30;
- 14 5. Approving the appointment of ILYM Group, Inc. as the Settlement Administrator and for
15 payment to ILYM Group, Inc., for administering said settlement in an amount not to exceed
16 \$5,000;
- 17 6. Approving an Enhancement Payment of \$7,500 to Plaintiffs from the Gross Settlement
18 Amount for their work on behalf of the Aggrieved Employees and the LWDA and in
19 exchange for their general release of all their individual claims in addition to any amount
20 Plaintiffs may be entitled to under the Agreement's pro rata distribution formula;
- 21 7. Approving as to form and content the proposed Notice of Settlement, which provides
22 Aggrieved Employees information regarding the nature and scope of the Settlement;
- 23 8. Approving the proposed procedures to notify, and deliver payment to, Aggrieved Employees;
- 24 9. Directing Defendants to report employment information, as set forth in the Agreement, to the
25 Settlement Administrator to administer the settlement proceeds;
- 26 10. Directing that any funds from settlement checks that were not cashed by the check cashing
27 deadline be transmitted to the California State Controller's Office, Unclaimed Property Fund,
28 in the name of the individual payees; and

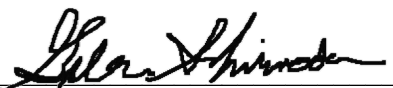
11. Approving and adopting the Proposed Order and its implementation schedule, which is filed herewith and incorporated by reference.

This Motion is being made pursuant to California Labor Code section 2699(1)(2)¹ on the grounds that the proposed PAGA settlement is fair, reasonable, and adequate and furthers the purpose behind the asserted California Labor Code statutes in deterring non-compliance. As a result, the PAGA settlement should be approved by the Court. This Motion will be based on the notice of motion, memorandum of points and authorities, the Declaration of Galen T. Shimoda, the Declaration of Kane Moon, the Declaration of Erika Bonilla Deleon, the Declaration of Magda De Leon Perez, the Declaration of Lisa Mullins, exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the hearing of this Motion.

Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings for the department may be downloaded off the court's website. If the party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

Dated: September 16, 2026

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda
Attorneys for Plaintiff ERIKA BONILLA
DELEON

Dated: September 16, 2026

Moon Law Group, PC

By: /s/ Kane Moon
Kane Moon (as authorized on 9/16/26)
Attorneys for Plaintiff MAGDA DE LEON PEREZ

¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. See Cal. Lab. Code § 2699(v)(1). Because the PAGA notice in this case predates this, all further references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiffs ERIKA BONILLA DELEON individually and on behalf of similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIKA BONILLA DELEON and MAGDA
DE LEON PEREZ, individually and on behalf
of all other similarly situated employees,

Plaintiffs,

vs.

SAN FRANCISCO FOODS LLC, a Delaware
Limited Liability Company; SAMUEL HALE,
LLC, a California Limited Liability Company;
SAMUEL HALE 2, LLC, a Florida
Corporation; SAMUEL HALE 3 LLC, a
California Limited Liability Company;
SAMUEL HALE 4 LLC, a California Limited
Liability Company; SAMUEL HALE
EXCHANGE LLC, a California Limited
Liability Company; SAMUEL HALE EAST,
LLC, a California Limited Liability Company;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 24CV010557

*Assigned to Hon. Peter K. Southworth
Department 8B*

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF PLAINTIFFS'
MOTION TO APPROVE PRIVATE
ATTORNEYS GENERAL ACT SETTLEMENT**

Reservation No. A-10557-001

Date: December 4, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Peter K. Southworth

Filed: May 29, 2024

Trial Date: None Set

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
4 Stanley J. Park (SBN 334747)
E-mail: spark@moonlawgroup.com
5 **MOON LAW GROUP, PC**
6 725 S. Figueroa St., Suite 3100
7 Los Angeles, California 90017
Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 Attorneys for Plaintiff MAGDA DE LEON PEREZ
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

I.	Introduction And Opening Summary of Argument	1
II.	Procedural And Litigation History.....	2
III.	Investigation And Discovery Conducted	2
IV.	Negotiation And Proposed Settlement.....	3
	a. Plaintiffs and Defendants Engaged in Extensive Arm’s Length Negotiations	3
	b. The Terms of the Agreement	3
	c. Allocation of Settlement Funds	5
V.	The Agreement Should Be Approved As Plaintiffs Met All Statutory Requirements For Proceeding With The PAGA Claim And The Agreement Is Fair, Reasonable, And Adequate	5
	a. Plaintiffs Have Met All Statutory Requirements For Proceeding With A PAGA Claim.....	6
	b. The Terms of The Settlement Are Fair, Reasonable, and Adequate.....	7
	i. The Agreement Is a Result Of Extensive, Non-Collusive Arm’s Lenth Negotiations Between the Parties	8
	ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter into an Informed and Reasonable Settlement	8
	iii. Plaintiffs’ Counsel Are Experienced in Similar Litigation.....	8
	iv. The Settlement Is Fair and Reasonable Based on the Strength of Plaintiffs’ Case and the Risks and Costs of Further Litigation.....	8
	v. The Proposed Settlement Is a Reasonable Compromised of Claims.....	10
VI.	The Amounts Requested For Attorney’s Fees And Costs, Enhancement Payments, And Settlement Administration Costs Are Reasonable And Should Be Approved	10
VII.	Conclusion	14

TABLE OF AUTHORITIES

FEDERAL CASES

<i>Abrams v. Lightolier, Inc.</i> , 50 F.3d 1204 (3d Cir. 1995)	13
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980)	10
<i>Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42</i> , 8 F.3d 722 (10th Cir. 1993)	13
<i>Chamberlain v. Baker Hughes, a GE Co., LLC</i> , 2020 WL 4350207 (E.D. Cal. 2020)	6, 7
<i>Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)</i> , 19 F.3d 1291 (9th Cir. 1994)	13
<i>Chu v. Wells Fargo Investments, LLC</i> , 2011 WL 672645 (N.D. Cal. 2011)	9
<i>City of Detroit v. Grinnell Corp.</i> , 495 F.2d 448 (2d Cir. 1974)	10
<i>Davis v. Cox Commc’ns California, LLC</i> , 2017 WL 1496407 (S.D. Cal. 2017)	9
<i>Dent v. ITC Serv. Grp., Inc.</i> , 2013 WL 5437331 (D. Nev. 2013)	13
<i>Franco v. Ruiz Food Prod., Inc.</i> , 2012 WL 5941801 (E.D. Cal. 2012)	9
<i>Garcia v. Gordon Trucking, Inc.</i> , 2012 WL 5364575 (E.D. Cal. 2012)	9
<i>Gutilla v. Aerotek, Inc.</i> , 2017 WL 2729864 (E.D. Cal. 2017)	6
<i>Harris v. Marhoefer</i> , 24 F.3d 16 (9th Cir. 1994)	13
<i>Hensley v. Eckerhart</i> , 461 U.S. 424 (1983)	12
<i>Hopson v. Hanesbrands Inc.</i> , 2009 WL 928133 (N.D. Cal. 2009)	9
<i>Jack v. Hartford Fire Ins. Co.</i> , 2011 WL 4899942 (S.D. Cal. 2011)	9
<i>Jennings v. Open Door Marketing, LLC</i> , 2018 WL 4773057 (N.D. Cal. 2018)	9
<i>Jordan v. NCI Group, Inc.</i> , 2018 WL 1409590 (C.D. Cal. 2018)	6
<i>Junkersfeld v. Med. Staffing Sols., Inc.</i> , 2022 WL 2318173 (E.D. Cal. 2022)	9
<i>Kabasele v. Salon</i> , 2023 WL 4747691 (E.D. Cal. 2023)	6
<i>Kang v. Credit Bureau Connection, Inc.</i> , 2023 WL 6811994 (E.D. Cal. 2023)	8
<i>Linney v. Cellular Alaska P’ship</i> , 151 F.3d 1234 (9th Cir. 1998)	10
<i>Martin v. AmeriPride Servs., Inc.</i> , 2011 WL 2313604 (S.D. Cal. 2011)	11
<i>Mills v. Electric Auto-Lite Co.</i> , 396 U.S. 375 (1970)	11

1	<i>Monterrubio v. Best Buy Stores, L.P.</i> , 291 F.R.D. 443 (E.D. Cal. 2013)	8
2	<i>Moore v. Fitness Int'l, LLC</i> , 2014 WL 12571448 (S.D. Cal. 2014)	9
3	<i>O'Connor v. Uber Technologies, Inc.</i> , 201 F.Supp.3d 1110 (N.D. Cal. 2016)	6
4	<i>Ochoa-Hernandez v. Cjaders Foods, Inc.</i> , 2010 WL 1340777 (N.D. Cal. 2010)	4
5	<i>Patel v. Nike Retail Services, Inc.</i> , 2019 WL 2029061 (N.D. Cal. 2019)	6, 14
6	<i>Paul, Johnson, Alston & Hunt v. Graulity</i> , 886 F.2d 268 (9th Cir. 1989)	11
7	<i>Ramirez v. Benito Valley Farms, LLC</i> , 2017 WL 3670794 (N.D. Cal. Aug. 25, 2017)	6
8	<i>Rincon v. W. Coast Tomato Growers, LLC</i> , 2018 WL 828104 (S.D. Cal. 2018)	6
9	<i>Ruch v. AM Retail Grp., Inc.</i> , 2016 WL 5462451 (N.D. Cal. 2016)	9
10	<i>Singer v. Becton Dickinson & Co.</i> , 2010 WL 2196104 (S.D. Cal. 2010)	9, 11
11	<i>Syed v. M-I, L.L.C.</i> , 2017 WL 714367 (E.D. Cal. 2017)	9
12	<i>Synacor ERISA Litigation</i> , 516 F.3d 1095 (9th Cir. 2008)	7
13	<i>United Steelworkers of Am. v. Phelps Dodge Corp.</i> , 896 F.2d 403 (9th Cir. 1990)	12
14	<i>Vincent v. Hughes Air West, Inc.</i> , 557 F.2d 759 (9th Cir. 1977)	11
15	<i>West v. Circle K Stores, Inc.</i> , 2006 WL 1652598 (E.D. Cal. 2006)	13
16	<i>West v. Circle K Stores, Inc.</i> , 2006 WL 8458679 (E.D. Cal. 2006)	13
17	<i>Williams v. MGM-Pathe Communications Co.</i> , 129 F.3d 1026 (9th Cir. 1977)	11
18	CALIFORNIA CASES	
19	<i>Arias v. Superior Ct.</i> , 46 Cal.4th 969 (2009)	4
20	<i>Cellphone Termination Fee Cases</i> , 186 Cal.App.4th	13
21	<i>Children's Hosp. and Med. Ctr. v. Bonta</i> , 97 Cal.App.4th 740 (2002)	12
22	<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	7, 11
23	<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal.App.4th 116 (2008)	10
24	<i>Laffitte v. Robert Half Internat., Inc.</i> , 1 Cal.5th 480 (2016)	11, 12
25	<i>Microsoft I-V Cases</i> , 135 Cal.App.4th 706 (2006)	5
26	<i>Moniz v. Adecco USA, Inc.</i> , 72 Cal.App.5th 56 (2021)	6
27	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> , 186 Cal.App.4th 399 (2010)	10
28	<i>Neary v. Regents of Univ. of Cal.</i> , 3 Cal.4th 273 (1992)	7

1	<i>Nordstrom Com. Cases</i> , 186 Cal.App.4th 576 (2010)	9
2	<i>Serrano v. Priest</i> , 20 Cal.3d 25 (1977)	11
3	<i>Syers Props. III, Inc. v. Rankin</i> , 226 Cal.App.4th 691 (2014)	12
4	CALIFORNIA STATUES AND OTHER AUTHORITIES	
5	Cal. Lab. Code § 2699	5, 6
6	Cal. Lab. Code § 2699.3	2, 5, 6, 7
7	Cal. Lab. Code § 2699.5	7
8	California Civil Procedure Code section 384	5
9	California Civil Procedure Code section 340	6
10	Labor Code sections 558.....	1
11	Labor Code sections 558.1.....	1
12	FEDERAL STATUES AND OTHER AUTHORITIES	
13	Newberg on Class Actions, (3rd Ed. 1992), § 14.03	

I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiffs Erika Bonilla Deleon and Magda De Leon Perez (“Plaintiffs”) seek approval of a non-reversionary Private Attorneys General Act (“PAGA”) Settlement in the gross amount of \$150,000. *See generally* Exhibit A (Proposed PAGA Settlement). Plaintiffs brought this PAGA lawsuit on behalf of the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees who worked for Defendants San Francisco Foods LLC, Samuel Hale, LLC, Samuel Hale 2, LLC, Samuel Hale 3 LLC, Samuel Hale 4 LLC, Samuel Hale Exchange LLC, and Samuel Hale East LLC (“Defendants”) (Plaintiffs and Defendants sometimes collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiffs’ Operative Complaint). There are approximately 153 Aggrieved Employees.

Plaintiffs have alleged that Defendants failed to pay overtime wages, failed to pay minimum wages, failed to provide meal periods or pay premiums in lieu thereof, failed to provide rest periods or pay premiums in lieu thereof, failing to provide accurate wage statements, failed to pay final wages, violating Labor Code sections 558, 558.1 regarding provisions regulating hours and days of work in any Industrial Welfare Commission Order, failed to maintain accurate records, untimely payment of wages, and failed to provide personnel files. *See generally* Exhibit B; *see also* Declaration of Galen T. Shimoda (“Decl. Shimoda”), ¶¶ 2-6. Defendants have denied all of Plaintiffs’ allegations and any liability or wrongdoing of any kind. *See* Decl. Shimoda, ¶ 10. However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiffs and Plaintiffs’ counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Shimoda, ¶¶ 10-13; Declaration of Erika Bonilla Deleon (“Decl. Deleon”), ¶ 7; Declaration of Magda De Leon Perez (“Decl. Perez”), ¶ 15. The Agreement was entered into in good faith by the Parties to resolve heavily contested claims and guarantees a reasonable recovery for Aggrieved Employees and the LWDA.

Accordingly, Plaintiffs are requesting that the Court: (1) make a finding that Plaintiffs have exhausted all administrative remedies and that Plaintiffs are authorized to enter into the proposed Agreement on behalf of the LWDA; (2) approve the proposed Agreement as fair, reasonable, and

adequate; (3) set dates for, and direct distribution of, payment and the Notice of Settlement (Exhibit E) to Aggrieved Employees as set forth in the Agreement and (4) adopt the implementation schedule contained in the proposed order.

II. PROCEDURAL AND LITIGATION HISTORY

On March 21, 2024, Plaintiffs gave written notice to the LWDA and Defendants, providing facts and the legal basis for all claims asserted in the Complaint and being resolved under the Agreement. *See* Exhibit C (Plaintiffs' Ltr. to the LWDA). Plaintiffs also submitted the \$75.00 filing fee. *See* Decl. Shimoda ¶ 3. The March 21, 2024, notice was also sent via certified mail to Defendants on the same day. *See* Exhibit C. The LWDA did not provide any response to Plaintiffs' notice correspondence within the statutorily required time frame and, as a result, Plaintiffs became authorized to act as a Private Attorney General for the asserted claims. *See* Decl. Shimoda ¶ 3; Cal. Lab. Code § 2699.3(a), (c)¹. Plaintiffs filed this lawsuit on May 29, 2024 and uploaded a copy of the filed Complaint to the LWDA on June 3, 2024. *See* Decl. Shimoda ¶ 3. No trial date has been set in this matter. *See id.*

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiffs thoroughly investigated the merits of the claims and potential damages for such claims. *See id.* at ¶¶ 3, 6, 10-13; Decl. Deleon, ¶ 3; Decl. Perez, ¶ 14. Plaintiffs worked during the time all of Defendants' policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Deleon, ¶¶ 5-6; Decl. Perez, ¶¶ 5, 16. The Parties engaged in informal discovery and exchange of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data and relevant policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including merits issues, damages, the scope and configuration of Aggrieved Employees, the content and implementation of the wage and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Shimoda ¶ 6. The information allowed Plaintiffs to determine the extent and frequency of any violations in

¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the PAGA notice in this case predates this, all further references to the PAGA will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

1 accordance with Plaintiffs' contentions and create an accurate damages model to assess the
2 reasonableness of any settlement. *See id.* at ¶¶ 6, 10-13.

3 **IV. NEGOTIATION AND PROPOSED SETTLEMENT**

4 **a. Plaintiffs and Defendants Engaged in Extensive Arm's Length Negotiations**

5 The final settlement occurred only after extended, arm's length negotiations. Over the course of
6 approximately eighteen months, Plaintiffs have been investigating the claims and discussing with
7 Defendants' counsel the merits of the claims and issues present in this case. *See id.* The Parties
8 exchanged substantial amounts of information and legal analysis in connection with these discussions.
9 *See id.* It was only after these extended discussions, that the Parties were able resolve all claims and
10 enter into the Agreement. *See id.* at ¶ 9.

11 **b. The Terms of the Agreement**

12 1. The scope of Aggrieved Employees covered under the Agreement includes all California
13 non-exempt employees who are or previously were employed by Defendant San Francisco Foods LLC,
14 or were employed as temporary employees at Defendant San Francisco Foods LLC 's facilities through
15 Samuel Hale Exchange, LLC, and who performed work during the period of February 24, 2023, to July
16 3, 2024.. *See* Exhibit A, ¶ 1.2. There are approximately one hundred fifty-three (153) Aggrieved
17 Employees. *See id.*

18 2. Defendant San Francisco Foods LLC will pay the Gross Settlement Amount of
19 \$150,000. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will revert to Defendant San
20 Francisco Foods LLC. *See id.* at ¶ 5.5.

21 3. Subject to Court approval, the Parties have selected ILYM Group, Inc., to act as the
22 Settlement Administrator, who has provided a maximum cost estimate of \$4,250. *See* Exhibit D ILYM
23 Group, Inc., Bid); Exhibit A, ¶ 1.33; Decl. Shimoda, ¶ 25.

24 4. The Parties agree that up to Thirty-five percent (35%) of the Gross Settlement Amount
25 (\$52,500) will be paid for Plaintiffs' attorneys' fees incurred in the litigation of this case. Defendants
26 will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2.
27 Additionally, the Parties agree that Plaintiffs will also be entitled to the actual litigation costs as
28 approved by the Court in an amount not to exceed \$5,000. *See id.* At the time this Motion was filed, the

1 *combined* estimated total costs incurred and that will be incurred in the future as a result of the litigation
2 and implementing the terms of the Agreement are \$4,384.30. *See* Decl. Shimoda ¶ 19, Exhibit G
3 (Plaintiff Deleon’s Itemized Costs); Declaration of Kane Moon (“Decl. Moon”), ¶ 43, Exhibit 5
4 (Plaintiff Perez’s Itemized Costs).

5 5. Up to \$7,500 will be paid to each of the Plaintiffs as an Enhancement Payment. This
6 amount will be in addition to any amount Plaintiffs may be entitled to under the terms of the Agreement.
7 *See id.* at ¶ 5.4.

8 6. Any allocated amounts under the Agreement for attorney’s fees and costs, any
9 Enhancement Payment, and Settlement Administrator Costs that are not ultimately awarded by the Court
10 will remain part of the Net Settlement Amount and be paid out to the LWDA and Aggrieved Employees
11 as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.11, 1.13, 1.17, 5.2-5.3, 5.7. These amounts will be
12 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See id.* at ¶¶
13 1.13, 1.17, 5.1-5.3, 5.7.

14 7. Any and all claims for civil penalties under the PAGA that were asserted in Plaintiffs’
15 notice letter to the LWDA and any additional claims for civil penalties under the PAGA that could have
16 been brought based on the facts alleged therein will be deemed fully, finally, and forever released
17 against the Released Parties. *See* Exhibit A, ¶¶ 1.16, 1.23-1.24, 6.1.

18 8. The Settlement Administrator will perform searches to locate Aggrieved Employees
19 based on the last contact information in Defendants’ possession. *See id.* at ¶¶ 7.2, 7.5-7.7. The searches
20 will include reference to the U.S. Postal Service’s National Change of Address Database and, for any
21 notice returned as undeliverable, skip tracing using the individual’s social security number and other
22 pertinent identifying information. *See id.* Although not required to provide a notice of settlement to
23 Aggrieved Employees in connection with the Individual Settlement Amount, the Agreement provides
24 that Aggrieved Employees will receive a notice giving them information concerning all material terms
25 of the settlement. *See id.* at ¶ 7.5; Exhibit E; *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 WL
26 1340777, *5 (N.D. Cal. 2010) (“Unnamed employees need not be given notice of the PAGA claim, nor
27 do they have the ability to opt-out of the representative PAGA claim”); *see also* *Arias v. Superior Ct.*, 46
28

1 Cal.4th 969, 984-988 (2009) (rejecting a defendant's due process argument that aggrieved employees
2 must be given notice similar to class members in class actions).

3 9. For any portion of the Net Settlement Amount allocated to Aggrieved Employees that is
4 not claimed by them by cashing their respective settlement checks within 180 days of issuance, the
5 remaining amount shall be transmitted to the California State Controller's Office, Unclaimed Property
6 Fund to be held in the name of each expired check payee, pursuant to applicable unclaimed property
7 laws. *See* Exhibit A, at ¶ 5.5. Because the Agreement provides for the distribution of all funds such that
8 there is no residue, the provisions of California Civil Procedure Code section 384 are inapplicable. *See*
9 *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720, 722-724 (2006).

10 **c. Allocation of Settlement Funds**

11 A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount
12 any attorneys' fees and costs, any Enhancement Payments, and/or Settlement Administrator Costs
13 awarded by the Court. *See* Exhibit A, ¶¶ 1.13, 5.7. The Net Settlement Amount shall be divided
14 between the PAGA Payment and payment to Aggrieved Employees. The PAGA Payment to the LWDA
15 will be 75% of the Net Settlement Amount. *See* Cal. Lab. Code § 2699(i). 25% of the Net Settlement
16 Amount will be paid to Aggrieved Employees *See id.* Each Individual Settlement Amount shall be
17 determined by taking the Qualifying Pay Periods for the individual Aggrieved Employee and dividing
18 that by the Qualifying Pay Periods for all Aggrieved Employees and multiplying that fraction by the
19 25% share of the Net Settlement Amount. *See* Exhibit A, ¶¶ 1.2, 1.11, 1.13, 5.7. The payment to
20 Aggrieved Employee's will be characterized as 1099 income for tax reporting purposes. *See id.* at ¶
21 5.9.3.

22 **V. THE AGREEMENT SHOULD BE APPROVED AS PLAINTIFFS MET ALL**
23 **STATUTORY REQUIREMENTS FOR PROCEEDING WITH THE PAGA CLAIM AND**
24 **THE AGREEMENT IS FAIR, REASONABLE, AND ADEQUATE**

25 A PAGA settlement is not effective unless the statutory requirements for becoming an authorized
26 representative of the LWDA have been complied with and the Court has reviewed and approved the
27 terms of the PAGA settlement. *See* Cal. Lab. Code §§ 2699(l)(2), 2699.3(a), (c). The Court has broad
28 discretion in making the decision to approve or reject a settlement for civil penalties as the statutory
scheme authorizes the Court to determine whether, in certain circumstances, penalties should be

1 assessed and, if assessed, the appropriate amount of penalties based on the facts and circumstances of
2 the case. *See id.* at § 2699(e)(1)-(2). In evaluating a PAGA settlement, the Court must determine
3 “whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
4 violations, deter future ones, and to maximize enforcement of state labor laws.” *Moniz v. Adecco USA,*
5 *Inc.*, 72 Cal.App.5th 56, 77 (2021). In setting this standard, the *Moniz* Court invoked the same
6 established framework Courts use to evaluate whether class action settlements are fair, reasonable, and
7 adequate. *See id.*; *see also Chamberlain v. Baker Hughes, a GE Co., LLC*, 2020 WL 4350207, *4 n.5
8 (E.D. Cal. 2020) (expressly incorporating the multi-factor test used in class cases); *O’Connor v. Uber*
9 *Technologies, Inc.*, 201 F.Supp.3d 1110, 1132-1134 (N.D. Cal. 2016) (evaluating the settlement by
10 comparing the amount paid in relation to the likely available damages and risks of litigation); *Jordan v.*
11 *NCI Group, Inc.*, 2018 WL 1409590, *2 (C.D. Cal. 2018) (same). This framework has been used many
12 times over by multiple Courts. *See, e.g., Kabasele v. Salon*, 2023 WL 4747691, *2 (E.D. Cal. 2023);
13 *Ramirez v. Benito Valley Farms, LLC*, 2017 WL 3670794, *3 (N.D. Cal. Aug. 25, 2017); *Gutilla v.*
14 *Aerotek, Inc.*, 2017 WL 2729864, *3, n.4 (E.D. Cal. 2017); *Rincon v. W. Coast Tomato Growers, LLC*,
15 2018 WL 828104, *2 (S.D. Cal. 2018); *Patel v. Nike Retail Services, Inc.*, 2019 WL 2029061, *2 (N.D.
16 Cal. 2019). An important difference in the analysis, however, is that the evaluation should focus on the
17 amount of the settlement as a whole rather than any individual aggrieved employee’s share because a
18 PAGA lawsuit is fundamentally a law enforcement action where the “relief is designed to protect the
19 public[,] not to benefit private parties.” *See Moniz*, 72 Cal.App.5th at 74 (internal quotation and
20 citations omitted).

21 **a. Plaintiffs Have Met All Statutory Requirements For Proceeding With A PAGA Claim**

22 An aggrieved employee must give written notice of the facts, theories, and statutes supporting
23 the violations to the LWDA by online filing and by certified mail to the employer as well as pay a filing
24 fee of \$75.00. *See* Cal. Lab. Code §§ 2699.3(a)(1)(A)-(B), (c)(1)(A)-(B). An “aggrieved employee”
25 means any person who was employed by the alleged violator and personally suffered each of the
26 violations alleged during the period prescribed under Section 340 of the Code of Civil Procedure.” *Id.* at
27 § 2699(c)(1). If the LWDA does not provide notice of its intent to investigate within 65 calendar days
28 of the notice, the aggrieved employee may commence a civil action. *See id.* at §§ 2699.3(a)(2)(A),

2699.5. For alleged violations of the Labor Code sections not enumerated in section 2699.5, an aggrieved employee may commence a civil action if the employer has not cured the alleged violations within 33 calendar days of the notice. *See id.* at § 2699.3(c)(2)(A). An aggrieved employee must also submit a copy of any proposed PAGA settlement to the LWDA at the same time the agreement is submitted to Court. *See id.* at § 2699(1)(2).

As set forth above, Plaintiffs complied with all statutory requirements to commence a civil action. *See* Decl. Shimoda ¶ 3; Exhibit C. The notice letter to the LWDA sets forth all claims and theories of liability stated in the Complaint as well as supporting facts. *See* Exhibit C. Plaintiffs also paid the \$75.00 filing fee. *See* Decl. Shimoda ¶ 3. As the LWDA did not provide any notice of its intent to investigate within the required time frame and no cure under the statute took place, Plaintiffs are authorized to resolve those claims contained in the notice letter(s) and the operative Complaint. *See id.*; Exhibit B; Exhibit C. Furthermore, Plaintiffs have provided a copy of the Agreement *and* this entire motion for approval to the LWDA for its consideration at the same time this motion was filed. *See* Shimoda ¶ 21; Exhibit F (Proof of Submission of Proposed Settlement Agreement to LWDA).

b. The Terms of The Settlement Are Fair, Reasonable, and Adequate

Factors to consider in determining whether the PAGA Settlement Agreement is fair, reasonable, and adequate include the strength of the case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, and the experience and views of counsel. *See Chamberlain*, 2020 WL 4350207, *4 n.5; *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation” *Dunk*, 48 Cal.App.4th at 1802. Indeed, the law favors settlement of lawsuits, particularly complex litigation cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992); *In re Synacor ERISA Litigation*, 516 F.3d 1095, 1101 (9th Cir. 2008).

1 **i. The Agreement Is a Result of Extensive, Non-Collusive Arm’s Length**
2 **Negotiations Between the Parties**

3 Settlement of the PAGA claims was reached only after substantial litigation and extensive arm’s
4 length negotiations lasting nearly eighteen months. *See* Decl. Shimoda, ¶¶ 3-13. At all times, the
5 negotiations were adversarial, although still professional in nature. *See id.*

6 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
7 **Information to Enter into an Informed and Reasonable Settlement**

8 The Parties were in possession of all necessary information during the negotiations. The Parties
9 engaged in substantial informal discovery, which included all necessary components for evaluating the
10 PAGA claims and creating an accurate damages model. *See id.* at ¶¶ 6-10. Plaintiffs were in possession
11 of this information prior to calculating any damages in this case. *See id.* As a result, Plaintiffs were able
12 to make a reasonable estimation of Defendants’ potential liability. *See id.* For these reasons, the
13 settlement now before the Court was reached at a stage where the parties “have a clear view of the
14 strengths and weaknesses of their cases” sufficient to support the settlement. *See Kang v. Credit Bureau*
15 *Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores, L.P.*, 291
16 F.R.D. 443, 454 (E.D. Cal. 2013).

17 **iii. Plaintiffs’ Counsel Are Experienced in Similar Litigation**

18 Plaintiffs’ Counsel have considerable experience in complex litigation such as class and PAGA
19 actions. *See* Decl. Shimoda, ¶¶ 17-21; Decl. Moon, ¶¶ 13-26. Thus, Plaintiffs’ Counsel are qualified to
20 evaluate the PAGA claims, the value of settlement versus moving forward with litigation, and viability
21 of possible affirmative defenses. Plaintiffs’ Counsel believe that the Agreement is fair, reasonable, and
22 adequate in light of the risks associated with the claims, the uncertainties of complex litigation, and the
23 secured benefit to Aggrieved Employees and the LWDA that the Agreement provides. *See* Decl.
24 Shimoda, ¶ 13; Decl. Moon, ¶ 3.

25 **iv. The Settlement Is Fair and Reasonable Based on the Strength of Plaintiffs’ Case**
26 **and the Risks and Costs of Further Litigation**

27 Plaintiffs’ claims and the manageability of the litigation proceeding as a PAGA action were
28 heavily disputed by Defendants. *See* Decl. Shimoda, ¶¶ 10-12. The \$150,000 Gross Settlement Amount

1 is a reasonable compromise and exceeds approved settlement ranges in other PAGA cases whether
2 comparing either absolute numbers or as a percentage of total available damages. *See Nordstrom Com.*
3 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims
4 based on their being disputed and being part of a class settlement which was evaluated based on the
5 terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D.
6 Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open*
7 *Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims
8 at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL
9 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA
10 penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*
11 *Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000
12 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D.
13 Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to
14 \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000
15 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2
16 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving
17 \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D.
18 Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to
19 California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated
20 potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012)
21 (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
22 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund);
23 *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA
24 allocation from \$6,900,000 settlement fund).

25 Defendants provided 3600 pay periods for Defendant Hale (inclusive all Hale entities) and 3400
26 pay periods for Defendant San Francisco Foods. A total of approximately 7,000 pay periods. Even at
27 one violation per pay period per employee under the PAGA, the total would be \$70,000. Therefore, the
28

1 State is receiving an average of two penalties per pay period for this settlement. This is clearly
2 reasonable in light of the risks inherent in this litigation.

3 **v. The Proposed Settlement Is a Reasonable Compromise of Claims**

4 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
5 information be presented in representative action settlements “to ensure that the recovery represents a
6 reasonable compromise, given the magnitude and apparent merit of the claims being released,
7 discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing
8 the litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th
9 399 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
10 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
11 also does not require an explicit statement of the maximum amount to be recovered if Plaintiff prevailed
12 on all the claims, provided there is a record that allows “an understanding of the amount that is in
13 controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

14 Plaintiffs have thoroughly set forth the realistic range of outcomes in this litigation as well as the
15 data points relied upon in reaching these ranges. *See* Decl. Shimoda ¶¶ 10-12. The record demonstrates
16 that the compromises made by Plaintiffs were reasonable and have resulted in a settlement with recovery
17 percentage well within the range of what has been found to be sufficient in several other cases. *See*,
18 *supra*, Section V.b.iv; *see also* *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998)
19 (“The fact that a proposed settlement may only amount to a fraction of the potential recovery does not,
20 in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved”);
21 *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no reason, at least in
22 theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a
23 single percent of the potential recovery”).

24 **VI. THE AMOUNTS REQUESTED FOR ATTORNEY’S FEES AND COSTS,**
25 **ENHANCEMENT PAYMENTS, AND SETTLEMENT ADMINISTRATION COSTS ARE**
26 **REASONABLE AND SHOULD BE APPROVED**

27 California state and federal courts have recognized that when a litigant’s efforts create or
28 preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally
among all the beneficiaries to compensate those who created the fund. *See* *Boeing Co. v. Van Gemert*,

1 444 U.S. 472, 477-481 (1980) (“A lawyer who recovers a common fund for the benefit of persons other
2 than . . . his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Vincent v.*
3 *Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375
4 (1970); *see also Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1
5 Cal.5th 480, 506 (2016); *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026, 1027 (9th Cir.
6 1977). Courts have approved using a percentage of the fund to calculate reasonable attorney fee awards
7 where the amount of the settlement is certain or is an easily calculable sum of money. *See Dunk*, 48
8 Cal.App.4th at 1808. The Ninth Circuit has also held that the common fund doctrine applies when: (1)
9 the class of beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the
10 fee can be shifted with some exactitude to those benefitting. *See Paul, Johnson, Alston & Hunt v.*
11 *Grauly*, 886 F.2d 268, 271 (9th Cir. 1989). These criteria are “easily met” when “each member of a
12 represented group has an undisputed and mathematically ascertainable claim to part of a lump-sum
13 settlement recovered on his behalf.” *Id.* at 271 (citations omitted).

14 Although this litigation is under the PAGA and not a class action, the basis for a common fund
15 applies with equal force. The three (3) factors set forth in *Paul, Johnson, Alston & Hunt*, exist in this
16 case because there is a sufficiently identifiable class of beneficiaries (*e.g.* Aggrieved Employees and the
17 LWDA), the benefits can be accurately traced to the Agreement Plaintiffs and Plaintiffs counsel were
18 able to negotiate on behalf of the LWDA and Aggrieved Employees, and the fee can be shifted with
19 exactitude to those benefiting as the fee request is a specific, lump-sum of the common fund.
20 Historically, attorneys’ fee awards in common fund cases in general range from 20% to 50% of the fund,
21 depending on the circumstances of the case. *See Newberg on Class Actions*, (3rd Ed. 1992), § 14.03
22 (finding 50% to be the upper limit). Awards ranging between 30% and 40% of the fund are generally
23 approved as reasonable in representative litigation settlements below \$10 million. *See, e.g., Martin v.*
24 *AmeriPride Servs., Inc.*, 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards
25 may range between 30%-40% where the gross settlement amount is less than \$10 million); *Singer v.*
26 *Becton Dickinson & Co.*, 2010 WL 2196104, *8 (S.D. Cal. 2010) (collecting cases wherein the fee
27 awards ranged from 33.33% to 40% of the gross settlement amount, including *Ingalls v. Hallmark Mktg.*
28 *Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009) [awarding 33.33% fee on a \$5.6

1 million wage and hour class action], *Birch v. Office Depot, Inc.*, Case No. 06cv1690 DMS (WMC), Doc.
2 No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40% fee on a \$16 million wage and hour class
3 action], and *Rippee v. Boston Mkt. Corp.*, Case No. 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D.
4 Cal. Oct. 10, 2006) [awarding a 40% fee on a \$3.75 million wage and hour class action]). Plaintiffs’
5 request of \$52,500 (35%) falls within these typical fee arrangements. *See* Decl. Shimoda, ¶ x.

6 A lodestar-multiplier cross check validates the proposed fee. *See Laffitte v. Robert Half Internat.*
7 *Inc.*, 1 Cal. 5th 480, 496, 504 (2016). Plaintiffs’ counsel will have spent a combined 119.6 hours
8 litigating this action by the time the settlement is fully implemented and monitoring the settlement
9 through the complete distribution of all funds and reporting at compliance hearing(s) is done. *See* Decl.
10 Shimoda, ¶ 19; Decl. Moon, ¶ 34. Plaintiffs’ counsel reasonably spent a substantial amount of time
11 pursuing the ultimate result obtained in this case. *See Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983);
12 Exhibit H (Plaintiffs’ Attorney’s Fee Summary Chart); *Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th
13 691, 699 (2014) (“Because time records are not required under California law ... , there is no required
14 level of detail that counsel must achieve.”) (internal quotations omitted). At Plaintiffs’ counsel’s hourly
15 rates, this equates to a combined lodestar of approximately \$89,767.50. *See* Decl. Shimoda, ¶ 19; Decl.
16 Moon, ¶ 34. The hourly rates used by Plaintiffs’ counsel to calculate the lodestar have been judicially
17 approved since 2022. *See* Decl. Shimoda, ¶ 19. Prior judicial determinations of an attorney’s rates are
18 satisfactory evidence that those rates are reasonable, prevailing market rates. *See United Steelworkers of*
19 *Am. v. Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990) (“rate determinations in other cases,
20 particularly those setting a rate for the plaintiffs’ attorney, are satisfactory evidence of the prevailing
21 market rate”); *Children’s Hosp. and Med. Ctr. v. Bonta*, 97 Cal.App.4th 740, 783 (2002) (noting rates
22 were reasonable where they were “within the range of reasonable rates charged by and judicially
23 awarded comparable attorneys for comparable work”).

24 An award of \$52,500 for attorney’s fees would result in a negative multiplier, representing only
25 58.5% of the total lodestar. Although appropriate attorney’s fee award should include a multiplier to
26 account for the contingent nature and risk associated with fee, the fact that the attorney’s fee award in
27 this case would result in a negative multiplier is further evidence of the reasonableness of the requested
28

1 fee. *See Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)*, 19 F.3d 1291,
2 1299 (9th Cir. 1994).]

3 Plaintiffs' Counsel seeks combined reimbursement of \$4,384.30 for the expenses they have and
4 will continue to incur while prosecuting this litigation through any compliance hearing(s). This is less
5 than the \$5,000 provided for in the Agreement. An itemization for these costs is being filed with this
6 motion as Exhibit G to the Decl. Shimoda and as Exhibit 5 to the Decl. Moon. All expenses were
7 necessarily incurred to properly litigate this case. *See id.* The appropriate analysis in determining
8 whether particular costs are compensable is whether they are of the type typically billed by attorneys to
9 paying clients in the marketplace. *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) ("Harris may
10 recover as part of the award of attorney's fees those out-of-pocket expenses that 'would normally be
11 charged to a fee paying client.'"); *Abrams v. Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995)
12 (expenses recoverable if customary to bill clients for them); *Bratcher v. Bray-Doyle Indep. Sch. Dist.*
13 *No. 42*, 8 F.3d 722, 725-26 (10th Cir. 1993) (expenses reimbursable if normally billed to client). The
14 categories of expenses for which Plaintiffs' counsel seek reimbursement here are categories normally
15 charged to hourly clients and, therefore, should be reimbursed out of the common fund. *See Decl.*
16 *Shimoda*, ¶ 22.

17 With respect to the requested Enhancement Payments, the amount sought is also within ranges
18 that have been approved in similar cases. *See Cellphone Termination Fee Cases*, 186 Cal.App.4th at
19 1393 (approving \$10,000 awards to each of the four (4) named plaintiffs); *West v. Circle K Stores, Inc.*,
20 2006 WL 8458679, *2-3, *7-*8 (E.D. Cal. 2006) (awarding \$15,000 to each of the named
21 representatives who spent 100 hours and 80 hours, respectively, prosecuting the case on behalf of class
22 members)²; *Dent v. ITC Serv. Grp., Inc.*, 2013 WL 5437331, *4, *7, *9 (D. Nev. 2013) (awarding a
23 \$15,000 representative enhancement out of a \$150,000 settlement for approximately 530 class
24 members). Plaintiffs have spent a substantial amount of time prosecuting the case for the benefit of
25

26 ² In *West*, information necessary to assess enhancement payments relative to average payments received by class members
27 was stated in connection with preliminary approval proceedings. There were 1,752 class members in the vacation subclass
28 and 14,000 class members in the meal period subclass, totaling 15,752 class members in all. Thus, in a \$5,000,000 gross
settlement, the *West* Court approved the \$15,000 enhancements where the average gross award for class members was
\$317.42. *Compare West v. Circle K Stores, Inc.*, 2006 WL 1652598, *3 (E.D. Cal. 2006) with *West v. Circle K Stores, Inc.*,
2006 WL 8458679, *2-3, *7-*8 (E.D. Cal. 2006).

1 Aggrieved Employees and the LWDA. *See* Decl. Deleon, ¶ 8; Decl. Perez, ¶ 19. Plaintiffs have been
2 subjected to burdens no other Aggrieved Employee has had to endure as part of this litigation, including
3 waiving all their individual claims beyond the PAGA claims. *See* Exhibit A, ¶6.2; Decl. Deleon, ¶ 9;
4 Decl. Perez, ¶ 8. An Enhancement Payment of Seven Thousand Five Hundred is appropriate
5 compensation for Plaintiffs' efforts on behalf of Aggrieved Employees and the LWDA in this case.

6 The \$5,000 in Settlement Administrator Costs is also within ranges approved by Courts and
7 should be approved in this case. *See Patel*, 2019 WL 2029061, *2 (\$5,261 for settlement administrator's
8 fees was not excessive where PAGA group consisted of 40 employees); Exhibit D; Decl. Shimoda, ¶ 23.

9 VII. CONCLUSION

10 For all of the foregoing reasons, Plaintiffs respectfully request that this Court find that Plaintiffs
11 have met all statutory requirements to commence a PAGA civil action; approve the Agreement,
12 including Plaintiffs' Counsel's application for reasonable attorneys' fees and costs, an Enhancement
13 Payment, and Settlement Administrator Costs; approve the Notice of Settlement and payment
14 distribution procedures; and adopt the implementation schedule identified in the proposed order, which
15 is being filed concurrently herewith.

16
17
18
19
20
21
22 Dated: September 16, 2026

Shimoda & Rodriguez Law, PC

23
24 By: 

25 Galen T. Shimoda
26 Justin Rodriguez
27 Renald Konini
28 Attorneys for Plaintiff ERIKA BONILLA
DELEON

1
2 Dated: September 16, 2026

Moon Law Group, PC

3
4
5 By: /s/ Kane Moon

6 Kane Moon (as authorized on 9/16/26)
7 Attorneys for Plaintiff MAGDA DE LEON PEREZ
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiffs ERIKA BONILLA DELEON individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ERIKA BONILLA DELEON and MAGDA
DE LEON PEREZ, individually and on behalf
of all other similarly situated employees,

Plaintiffs,

vs.

SAN FRANCISCO FOODS LLC, a Delaware
Limited Liability Company; SAMUEL HALE,
LLC, a California Limited Liability Company;
SAMUEL HALE 2, LLC, a Florida
Corporation; SAMUEL HALE 3 LLC, a
California Limited Liability Company;
SAMUEL HALE 4 LLC, a California Limited
Liability Company; SAMUEL HALE
EXCHANGE LLC, a California Limited
Liability Company; SAMUEL HALE EAST,
LLC, a California Limited Liability Company;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 24CV010557

*Assigned to Hon. Peter K. Southworth
Department 8B*

**DECLARATION OF GALEN T. SHIMODA IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT**

Reservation No. A-10557-001

Date: December 4, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Peter K. Southworth

Filed: May 29, 2024

Trial Date: None Set

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
4 Stanley J. Park (SBN 334747)
E-mail: spark@moonlawgroup.com
5 **MOON LAW GROUP, PC**
6 725 S. Figueroa St., Suite 3100
7 Los Angeles, California 90017
Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 Attorneys for Plaintiff MAGDA DE LEON PEREZ
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 I, Galen T. Shimoda, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiffs Erika Bonilla Deleon and Magda De Leon Perez
4 (“Plaintiffs”) herein. I am making this declaration on behalf of Plaintiffs, and in support of Plaintiffs’
5 Motion to Approve Private Attorneys General Act Settlement. Pursuant to the Rule 2.99.05 of the
6 Local Rules for the Superior Court of California, County of Sacramento, I have reviewed the Court’s
7 class action and PAGA settlement checklist and believe I have prepared the moving papers in
8 compliance with the checklist as well as the California Rules of Court. A true and correct copy of the
9 Private Attorneys General Act Settlement is being filed with this Motion as Exhibit A.

10 2. This case was brought as a Private Attorneys General Act (“PAGA”) lawsuit based on
11 Plaintiffs’ contention that Defendants San Francisco Foods LLC, Samuel Hale, LLC, Samuel Hale 2,
12 LLC, Samuel Hale 3 LLC, Samuel Hale 4 LLC, Samuel Hale Exchange LLC, and Samuel Hale East
13 LLC (“Defendants”), failed to pay overtime wages, failed to pay minimum wages, failed to provide
14 meal periods or pay premiums in lieu thereof, failed to provide rest periods or pay premiums in lieu
15 thereof, failing to provide accurate wage statements, failed to pay final wages, violating Labor Code
16 sections 558, 558.1 regarding provisions regulating hours and days of work in any Industrial Welfare
17 Commission Order, failed to maintain accurate records, untimely payment of wages, and failed to
18 provide personnel files. These claims primarily stemmed from Plaintiffs’ allegations that Defendants
19 violated California law by 1) failing to pay Plaintiffs and Aggrieved Employees for their off-the-clock
20 hours worked, 2) failing to pay Plaintiffs and Aggrieved Employees for all the overtime hours worked,
21 3) failing to authorize and permit legally required meal and rest periods for Plaintiffs and Aggrieved
22 Employees, 4) failing to provide uninterrupted full, 30-minute meal periods before the completion of
23 the fifth hour of work, and 5) failing to provide second meal periods or third rest periods when
24 Plaintiffs and Aggrieved Employees worked over ten (10) hours per day.

25 3. Plaintiffs are the only named Plaintiffs in this matter. We began investigating the claims
26 on January 9, 2024, which included interviewing Plaintiffs, reviewing their documents, and seeking out
27 potential witnesses to corroborate the claims. From our initial investigations of Plaintiffs’ claims and
28 documents, we believed these claims had merit and could be maintained as a PAGA action. Plaintiffs

1 filed the original complaint on May 29, 2024. Plaintiffs exhausted administrative remedies through the
2 Labor and Workforce Development Agency (“LWDA”) prior to filing the Complaint in order to pursue
3 penalties under the PAGA. Plaintiff Deleon filed a notice with the LWDA on March 21, 2024, setting
4 forth the facts and theories of liability. A true and correct copy of the notice filed with the LWDA is
5 being filed with this Motion as Exhibit C. A copy of the notice was also sent to Defendants via
6 certified mail, and the \$75.00 filing fee was remitted to the LWDA at that time. Plaintiff Perez
7 similarly filed a notice to the LWDA and San Francisco Foods, LLC via certified mail on February 19,
8 2024. There was no response by the LWDA regarding its intent to investigate the claims alleged in
9 Plaintiffs notices for more than 65 days. As such, Plaintiffs became authorized to commence a civil
10 action under the PAGA. A copy of the Complaint was uploaded to the LWDA after we received a file
11 stamped copy back from Court. A true and correct copy of Plaintiffs’ operative Complaint is being
12 filed with this Motion as Exhibit B. Defendant thereafter timely alleged that violations alleged by
13 Plaintiffs were cured under Labor Code Section 2699 pursuant to Section 2699.3(c)(2)(A). Currently,
14 there is no trial date set in this matter.

15 4. Because the settlement is a PAGA only settlement, no certification procedures need to
16 occur in the context of approving the Agreement pursuant to *Arias v. Superior Court*, 46 Cal.4th 969,
17 975 (2009) and California Labor Code section 2699(l)(2). The settlement notice being provided to
18 employees within the PAGA settlement identifies the scope of the settlement and that no other claims,
19 class or otherwise, are being compromised as part of the settlement.

20 5. Defendants are represented in this matter by Fisher & Phillips LLP. From the
21 beginning, Defendants have contested the merits of this case, the manageability of the case at trial, and
22 Plaintiffs’ ability to prove a violation in each pay period for each employee among other defenses and
23 contentions they made challenging the propriety of this action. Defendants further contended that, even
24 assuming there was a finding supporting the imposition of PAGA penalties, the Court would likely
25 exercise its discretion to substantially reduce any such penalties owed based on evidence of good faith
26 attempts to comply with Labor Code obligations by Defendants. Notwithstanding the agreement to
27 settle this matter, Defendants believe the practices Plaintiffs are contending are unlawful either do not
28 exist or, to the extent they do exist, fully comply with all state and federal employment laws with

1 respect to Plaintiffs and Aggrieved Employees, or have been cured under where applicable under the
2 statute.

3 6. We have reviewed a substantial number of documents and informal discovery during our
4 investigation of the claims. Based on the expected testimony from Plaintiffs and Aggrieved Employees,
5 a review of Defendants' policies and procedures and other documents relating to the alleged claims,
6 information on the number of Aggrieved Employees, Aggrieved Employees' total pay periods within the
7 PAGA Claim Period, the number of Aggrieved Employees who separated employment within one (1)
8 year of this case being filed, and a representative sample of Aggrieved Employees' payroll data, the
9 scope of the potential penalties at issue in light of the claims alleged, the Court's statutorily authorized
10 discretion to reduce any penalties assessed, and the negotiations that have taken place, I am convinced
11 that the proposed settlement is in the best interest of Aggrieved Employees and the LWDA. The length
12 and risk of continued litigation and trial, as well as other normal perils of complex litigation that impact
13 the value of the claims, were also considered and weighed in reaching the Agreement. These risks were
14 also exacerbated in this case in that it would have been necessary for Plaintiff to litigate the existence of
15 violations for numerous individual Aggrieved Employees in each pay period that they worked. In
16 addition, I carefully considered the difficulties of complex litigation, and the lengthy process of
17 establishing specific damages and various possible delays and appeals in agreeing to the proposed
18 settlement. I further considered the fact that penalties under the PAGA could be substantially cut at the
19 discretion of the Court even if Plaintiffs were successful on proving those claims and there was risk that
20 a Court could find no willfulness in the failure to pay wages at separation or the existence of a good faith
21 dispute, which would eliminate the value of several claims entirely. Overall, I believe it is more
22 beneficial to secure a guaranteed benefit to Aggrieved Employees and the LWDA now rather than to
23 proceed with litigation and potentially obtain zero funds due to legal or factual issues.

24 7. I believe the payment obligations set forth in the Agreement strike an appropriate balance
25 of maximizing payouts to Aggrieved Employees while avoiding insolvency by Defendants. Aggrieved
26 Employees and the LWDA will still receive payment while also reducing the likelihood that currently
27 employed Aggrieved Employees will lose their job due to layoffs or shutting down the company.

1 8. My office, including my associate Austin Sork, our paralegals, and myself, along with
2 Moon Law Group, PC attorneys, Kane Moon, Philip Song, and Stanley Park, and Plaintiffs' assistance,
3 thoroughly investigated the merits of the claims and potential damages for such claims. The parties
4 engaged in informal discovery and exchange of information that included total pay periods of aggrieved
5 employees, Defendant's defenses, and personnel files of named plaintiffs. From this production we
6 were able to determine information critical to a reliable damages analysis such as the average hourly
7 rate, average daily hours worked, shifts eligible for meal and rest periods and the number of potential
8 shifts that may correspond to liability under our theories of liability, average number of pay periods that
9 had potential violations based on the asserted claims, and the number of former employees. This
10 information allowed my office to assess both liability and damages and create an accurate damages
11 model. Plaintiffs assisted in all aspects of this litigation including providing factual information relating
12 to Defendants' employment conditions, potential witness information, and answered questions regarding
13 Defendants' factual contentions in this matter. This was important because it directly related to our
14 ability to maintain this case as a PAGA action under manageability concerns and our ability to obtain a
15 favorable settlement for Aggrieved Employees and the LWDA.

16 9. Throughout this litigation, our office had numerous communications with Defendants'
17 Counsel discussing our respective positions. It was only after approximately six months of extensive,
18 arm's length negotiations that the parties were able to reach a settlement. The negotiations were, at all
19 times, contentious, adversarial, and at arms-length, though still professional in nature.

20 10. Based on my office's analysis of the informal discovery outlined above, there were
21 approximately 7,070 pay periods during the PAGA Claim Period for aggrieved employees. We did not
22 find any prior Labor Commissioner or Court decisions stating Defendants' practices and/or policies
23 were improper. As such, a "subsequent violation" may not be found for penalty calculation purposes,
24 and the penalty exposure analysis herein is based on an "initial violation" valuation being adopted by
25 any fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157,
26 1207-1209 (2008). The following represents the maximum recovery as well as the more realistic range
27 of recovery for each of the PAGA violations alleged by Plaintiffs:
28

1 a) Failure to Pay Minimum Wages: This portion of the PAGA claim is based on
2 allegations that Defendants failed to pay Plaintiffs and Aggrieved Employees at least the
3 minimum wage for all hours worked due to Defendants requiring employees to work
4 off-the-clock, deducting time from employee's time records for meal and/or rest breaks
5 that were not actually taken and/or shorter than the amount of time deducted. The
6 maximum damages for this claim are approximately \$707,000 (7,070 pay periods x
7 default \$100 per pay period per Labor Code section 2699(f)). This amount does not take
8 into account any potential risks with respect to Plaintiffs proving the merits or proving a
9 violation occurred in every pay period for every employee. The maximum damages for
10 this claim include a violation for every pay period for every employee. As noted below,
11 the maximum damages calculations for the overtime claim also include a violation for
12 every pay period for every employee. However, every unpaid hour worked in a given
13 week is either an overtime hour (*e.g.* over 8 hours a day and/or 40 hours a week) or it is
14 a non-overtime hour subject to minimum wage requirements. Thus, this may result in
15 some overcounting of the number of violations to the extent the same unpaid hour is
16 used as a basis to support a minimum wage and overtime violation in a given pay period.
17 Furthermore, the nature of the violation for both the minimum wage claim and the
18 overtime claim results from the same, singular conduct (*e.g.* working off the clock and
19 during breaks). Where the same, singular conduct forms the basis for multiple
20 violations in a given pay period, it is likely that a reduction in the potential civil penalty
21 will be applied to avoid their being deemed "unjust, arbitrary and oppressive, or
22 confiscatory." *See* Cal Lab. Code § 2699(e)(2); *Hamilton v. Juul Labs, Inc.*, 2021 WL
23 5331451, *9-*10 (N.D. Cal. 2021). Defendants heavily disputed this theory of liability.
24 Defendants argued it maintained, and strictly enforced, policies against working off-the-
25 clock, accurately recording hours worked, and that overtime was regularly paid,
26 undermining any contention that there was any practice or policy promoting off-the-
27 clock work. This presented a substantial challenge to the merits of the claim. The
28 written policy prohibiting off-the-clock work would require Plaintiffs to demonstrate

1 that Defendants effectively maintained “a policy to violate the policy” against off-the-
2 clock work and that Defendants knew or should have known the off-the-clock work was
3 occurring despite the policies and payment of overtime. *See Brinker Rest. Corp. v.*
4 *Superior Ct.*, 53 Cal.4th 1004, 1051-1052 (2012). Finally, the presence of a good faith
5 dispute would eliminate liability for liquidated damages for unpaid minimum wages.
6 *See* Cal. Lab. Code § 1194.2(b); *Ridgeway v. Walmart Inc.*, 946 F.3d 1066, 1089-1090
7 (9th Cir. 2020). Taking all these factors into account, I believe it is likely a good faith
8 dispute would be found and there would be no recovery for this claim.

9 b) Failure to Pay Overtime: This portion of the PAGA claim is based on the same factual
10 allegations that formed the basis for the minimum wage claims, which are stated above.
11 The maximum damages for this claim are \$353,500 (7,070 pay periods x \$50 per pay
12 period per Labor Code section 558). This amount does not take into account any
13 potential risks with respect to Plaintiffs proving the merits or proving a violation
14 occurred in every pay period for every employee. Because this theory of liability is
15 based on the same facts supporting the minimum wage claim, it is subject to the same
16 risks identified above. Taking all these factors into account, I believe a more likely
17 range of recovery for this claim is between \$282,800 to \$70,700, which is based on a
18 20% to 80% reduction based on risk);

19 c) Failure to Pay Prevailing Wage: There was no separate value associated with this claim.
20 We reviewed all prevailing wage records and certified payroll reports based on name
21 and contractor number in the Department of Industrial Relations databases. In those
22 instances where government records showed that Defendants was/were being paid under
23 a public works contract, the associated payroll records appeared to match the applicable
24 rates in effect for the counties and time periods at issue based on applicable prevailing
25 wage determinations. Thus, there did not appear to be any instances where Defendants
26 was/were being given credit for work under public works contracts that did not also have
27 records of prevailing wage payments being made to Aggrieved Employees. Given these
28

1 facts, I believe it is more likely there would not be any recovery associated with these
2 claims.

- 3 d) Failure to Provide Meal Periods: This portion of the PAGA claim is based on allegations
4 that Defendants had unlawful policies or failed to authorize timely breaks due to work
5 demands and practices. The maximum damages for this claim are \$353,500 (7,070 pay
6 periods x \$50 per pay period per Labor Code section 558). This amount does not take
7 into account any potential risks with respect to Plaintiffs proving the merits or proving a
8 violation occurred in every pay period for every employee. Defendants contended that
9 its policies did amount to missed breaks. While Plaintiffs can utilize the rebuttable
10 presumption of meal period violations based on the time records under *Donohue v. AMN*
11 *Servs., LLC*, 11 Cal.5th 58, 78 (2021), Defendants' time keeping policies and records
12 may be found to rebut the presumption of meal period violations, introducing substantial
13 risk for Plaintiffs being able to prove a violation in every pay period for every
14 Aggrieved Employee. Furthermore, time records fail to demonstrate a violation due to
15 the automatic deductions implemented. Given the forgoing, I believe it is unlikely that a
16 Court would assess 100% of the applicable civil penalties in this instance. Taking these
17 factors into account, I believe a more realistic range of recovery for this claim is
18 between \$282,800 to \$70,700, which is based on a 20% to 80% reduction based on risk);
- 19 e) Failure to Provide Rest Breaks: This portion of the PAGA claim is based on the same
20 allegations as the meal period claim. Plaintiffs assumed that the circumstances that
21 created an employee's inability to take a meal period on a particular day also would have
22 interfered with their ability to take a rest period. Thus, the violation rate is the same for
23 rest periods as it was for meals based on the time records. The maximum penalties for
24 this claim are approximately \$707,000 (7,070 pay periods x default \$100 per pay period
25 per Labor Code section 2699(f)). This amount does not take into account any potential
26 risks with respect to Plaintiffs proving the merits or proving a violation occurred in
27 every pay period for every employee. Because this claim is based on the same factual
28 basis as the meal period claims, it is also subject to the same risks as detailed above.

1 However, there is no requirement that an employer keep records of rest periods, so this
2 claim does not benefit from any presumptive violation based on time records under the
3 law like meal period claims do. This presented an even greater risk for Plaintiffs' rest
4 period claims than is present for the meal period claims. Taking these factors into
5 account, I believe a more realistic range of recovery for this claim would be between
6 \$565,600 to \$141,000 (20% to 80% reduction based on risk);

7 f) Wage Statement Violations: This portion of the PAGA claim is derivative of Plaintiffs'
8 overtime, minimum wage, prevailing wage, meal and rest period claims. The maximum
9 exposure for this claim is \$707,000 (7,070 pay periods x default \$100 per pay period per
10 Labor Code section 2699(f)). This amount does not take into account any potential risks
11 with respect to Plaintiffs proving the merits or proving a violation occurred in every pay
12 period for every employee. Because this claim is derivative of Plaintiffs' other claims,
13 the same risks identified above for the minimum wage, overtime, prevailing wage, meal
14 period, rest period claims apply here as well, substantially affecting the potential value
15 of this claim. Given the factual and legal disputes presented in this fact, I believe a more
16 realistic range of recovery would be between \$565,600 to \$141,000 (20% to 80%
17 reduction to account for potential risk);

18 g) Waiting Time Penalties: This portion of the PAGA claim is derivative of the overtime,
19 minimum wage, prevailing wage, meal and rest period, and sick leave claims. The
20 maximum damages for this claim are \$660,960 (153 former employees within the
21 penalty statute of limitations. Calculated the same as waiting time penalties pursuant to
22 Labor Code section 256 [\$18 average hourly rate x 8-hour day x 30 days = \$4,320. 153
23 former employees x \$4,320 = \$660,960]). This amount does not take into account any
24 potential risks with respect to Plaintiffs proving the merits for every formerly employed
25 Aggrieved Employee. Because it is derivative of Plaintiffs' claims asserted above, it
26 carries all the same risks as well a potential good faith dispute defense. *See Diaz v. Grill*
27 *Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). In addition to the risks identified
28 above, Defendants disputed whether penalties under this provision should be calculated

under the default PAGA penalty or the amount provided by Labor Code section 256 and 203. To the extent the Court agreed with Defendants on the correct penalty valuation, the available damages for this claim would be reduced to \$0. For the same reasons as stated above, it is likely that a good faith dispute would be found and the value associated with this claim would be eliminated entirely;

- h) Failure to Maintain Accurate Records: This portion of the PAGA claims is entirely derivative and overlapping with the PAGA claims identified above, *e.g.* the failure to pay minimum wages, overtime wages, failure to provide meal and rest periods, failure to provide sick leave. The maximum damages for this claim are \$76,500 (\$500 x 153 employees within the penalty statute of limitations per Labor Code section 1174.5). Because this claim is derivative it carries all the same risks identified in the claims above. Additionally, it is unlikely that a Court would award the full value of the potential applicable penalty when the same conduct is being penalized through other statutes. Taking the risks associated with the underlying claims into account, I believe a more realistic range of recovery for this claim is between \$15,300 to \$45,900 (40%-80% reduction to account for potential risk);

11. In total, the maximum exposure for PAGA penalties in this case is \$3,565,460.

However, in addition to the risks on the merits and disputes regarding the proper valuation of the penalty amounts, I believe the Court may exercise its discretion to significantly reduce PAGA penalties in this case because a majority of the asserted violations are due to technical non-compliance with the Labor Code rather than substantive wage loss, *e.g.* wage statement violations, several of the violations under different statutes arise from the same, singular conduct, Defendants produced wage and hour policies and other documents related to attempts at complying with the California Labor Code that a Court may find demonstrates a good faith attempt at compliance, and there were several instances where the actual substantive loss experienced by Aggrieved Employees was substantially less per pay period than the potential maximum penalty that could be imposed. Courts are statutorily authorized to use discretion to reduce penalties and the range of discretion used varies substantially and I believe the Court is likely to exercise this discretion to reduce civil penalties in this case if it were to go to trial.

12. The range of civil penalty reductions applied by Courts varies substantially. *See* *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D. Cal. 2011) (82% reduction); *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019) (80% reduction); *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal. 2021). The 82% reduction equates to roughly \$9-\$18 worth of civil penalties per pay period per employee depending on the total potential value of the civil penalty (*i.e.* \$50-\$100), which is more in line with actual awards based on my experience and review of awards in other cases. Thus, even if using the maximum values and setting aside risks of proving the claims on the merits, the total exposure may be cut significantly to a more realistic range of recovery.

13. I believe the Settlement is fair, reasonable, and adequate based on the legal and factual disputes, and potential damages, at issue in this case. The Settlement is a reasonable compromise that I believe will also further the purpose of the Labor Code and LWDA, creating an effective, substantial deterrent to any potential future non-compliance. The reasonableness of the Settlement is also supported when considering amounts that Courts have approved as reasonable PAGA valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL

928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

14. In agreeing to represent Plaintiffs and take on the case for all Aggrieved Employees, our office agreed to take this case on a contingency basis, meaning that we would take a percentage of any settlement or judgment should we recover a monetary amount. We took a risk that we would not recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case may be subject to an unfavorable summary judgment ruling. However, we believe it is important to make sure employees are able to find affordable representation in order to ensure that employers are complying with all their legal obligations towards employees and paying employees all their hard-earned wages.

15. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law practice that focuses primarily in employment litigation, emphasizing wage and hour litigation. I graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. I then attended and graduated from the University of the Pacific, McGeorge School of Law and received my J.D. degree in 2003. I graduated from McGeorge in the top 5% of my class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, I have authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website.

16. I have been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. My speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the

1 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
2 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
3 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
4 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
5 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
6 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
7 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
8 Panel and AB 1825 Training: Updates on California’s New Wage Laws and Manager Compliance
9 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
10 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
11 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
12 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
13 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -
14 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);
15 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
16 Venue Roundup (May 17, 2019). I have been AV rated by Martindale Hubbell since 2013, was
17 recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a
18 Super Lawyer from 2014 to present.

19 17. I have practiced law in California since being admitted to the State Bar in 2003,
20 litigating wage and hour class actions and individual wage and hour litigation among other cases. I
21 began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe LLP.
22 I then switched to plaintiff class action work in 2005. My class action experience is in wage and hour
23 law. I have litigated several class action cases in California State and Federal Courts, including up to
24 certification, settlement, preliminary and final approval, and disbursement of monies, and have been
25 found to be satisfy the adequacy requirements for class counsel. Some of the class action and/or PAGA
26 cases I am litigating and/or have litigated as lead or co-counsel include the following:

- 27 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 28 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);

- *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);

Sup. Ct.);

- *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hernandez et al. v. MP Nexlevel, LLC et al.*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);

- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

18. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action but did not maintain that status through the end of the case.

19. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiffs and our firms have been able to secure an identifiable benefit on behalf of Aggrieved Employees and the LWDA and equity counsels that the cost of the representation should be born equally amongst all who are receiving these benefits. The settlement recovery provides an excellent result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. Our firm agreed to take this case on a contingency basis and as a representative action with the possibility that we would not receive any compensation for our time and efforts due to issues regarding the merits and have carried that risk over the course of this case. I have reviewed fee arrangements and Court ordered fee awards in similar class and PAGA cases and I believe that the Thirty-five percent (35%) fee request is within the accepted ranges. In my experience with contingency cases in employment law cases, the typical percentage negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation. In class action and PAGA litigation, my experience in our firm and working with several other firms has been that the typical percentage negotiated between parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the same factors. I have also reviewed several recent Federal District

1 Court Cases where the Court has approved common fund-based fee requests. These cases include *In re*
2 *Activision Sec. Litigation*, 723 F.Supp. 1373, 1379 (N.D. Cal. 1989), *Watson v. Raytheon Company*,
3 USDC Southern District, Case No. 3:10-cv-0063, *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern
4 District, Case No. 3:09-cv-02745, *Green, et al. v. Penske Logistics, L.L.C., et al.*, USDC Southern
5 District, Case No. 3:09-cv-00069, *Benitez et al. v. Wilbur*, USDC Eastern District, Case No. 1:08-cv-
6 01122, *Chavez et al. v. Petrissans et al.*, USDC Eastern District, Case No. 1:08-cv-00122, and *Willis et*
7 *al. v. Cal-Western Transport*, USDC Eastern District, Case No. 1:00-cv-05695, which are cited in
8 Plaintiffs' Memorandum of Points and Authorities. Nonetheless, the lodestar method can be used to
9 cross-check the reasonableness of the award calculated under the common fund method. I have spent a
10 total of 62.8 hours on this case. At a rate of \$800 per hour, which has been approved in lodestar
11 calculations for prior cases, this puts my total fees at \$53,440.00. Combined with co-counsel's fees of
12 \$36,327.50, I believe our request of \$52,500 (approximately 35%) for attorneys' fees is justified given
13 the results obtained on behalf of Aggrieved Employees and the LWDA. Moreover, at this time, my
14 firm and co-counsel has advanced all costs for Plaintiffs and Aggrieved Employees and has not
15 received any compensation whatsoever for our time expended in this case. The incurred costs to date
16 and the expected costs through overseeing the complete distribution of all settlement proceeds are
17 \$4,384.30 combined between my firm and co-counsel. Attached as Exhibit G is a true and correct copy
18 of an itemization of my firm's incurred costs and expected costs through the complete distribution of all
19 settlement proceeds.

20 20. I have used several settlement administrator companies in the wage and hour class
21 actions and PAGA actions I have resolved in the past and believe ILYM Group, Inc. will provide the
22 best service to administer the proposed PAGA settlement. A true and correct copy of a cost estimate
23 provided by ILYM Group, Inc. is filed with this Motion as Exhibit D. Any difference in the actual costs
24 and the allocated amounts to cover costs will be redistributed to Aggrieved Employees pro rata per the
25 terms of the Agreement.

26 21. A copy of the proposed Agreement and the entire Motion to Approve the PAGA
27 Settlement was submitted to the LWDA at the same time the Motion was submitted to the Court
28 pursuant to California Labor Code section 2699(1)(2). A true and correct copy of documents

1 demonstrating the settlement documents were provided to the LWDA and that the LWDA has
2 confirmed receipt are being filed with this Motion as Exhibit F.

3 22. A true and correct copy of the proposed Notice of Settlement to be distributed to
4 Aggrieved Employees informing them of the settlement and all material terms is being filed with this
5 Motion as Exhibit E.

6 23. Funds that remain from uncashed settlement checks will be sent to the Unclaimed
7 Property Fund pursuant to section 7.9 of the Agreement.

8
9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed on September 16, 2026, in Sacramento, California.

11
12
13 

14 Galen T. Shimoda
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiffs ERIKA BONILLA DELEON

Boris Sorsher (SBN 251718)
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, California 95614

Attorneys for SAN FRANCISCO FOODS LLC,
SAMUEL HALE, LLC, SAMUEL HALE 2, LLC, SAMUEL HALE 3 LLC,
SAMUEL HALE 4, LLC, SAMUEL HALE EXCHANGE LLC, and
SAMUEL HALE EAST, LLC

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

ERIKA BONILLA DELEON and MAGDA
DE LEON PEREZ, individually, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SAN FRANCISCO FOODS LLC, a
Delaware Limited Liability Company;
SAMUEL HALE, LLC, a California Limited
Liability Company; SAMUEL HALE 2,
LLC, a Florida Corporation; SAMUEL
HALE 3, a California Limited Liability
Company; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 24CV010557

REPRESENTATIVE ACTION

**DECLARATION OF KANE MOON IN
SUPPORT OF MOTION FOR APPROVAL OF
PAGA SETTLEMENT**

PAGA APPROVAL HEARING:

Date: December 4, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Peter K. Southworth

Action filed: May 29, 2024

Trial date: Not set

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 S. Philip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
4 Stanley J. Park (SBN 334747)
E-mail: spark@moonlawgroup.com

5 **Moon Law Group, PC**
725 S. Figueroa St., Suite 3100
6 Los Angeles, California 90017
Telephone: (213) 232-3128
7 Facsimile: (213) 232-3125

8 Attorneys for Plaintiff MAGDA DE LEON PEREZ
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **DECLARATION OF KANE MOON**

2 I, KANE MOON, declare as follows:

3 1. I am an attorney at law duly licensed to practice as such before all the Courts of the State of
4 California and am one of the attorneys of record for Plaintiff Magda De Leon Perez ("Plaintiff Perez"). I have
5 personal knowledge of the facts set forth in this declaration and if called as a witness, I could and would
6 testify competently to them under oath.

7 2. This declaration is submitted in support of Plaintiffs' Motion for Approval of PAGA Settlement.
8 Plaintiff Perez and Plaintiff Erika Bonilla Deleon ("Plaintiff Deleon") (together with Plaintiff Perez,
9 "Plaintiffs") seek approval of a PAGA Settlement Agreement (the "Settlement") entered into with Defendants
10 San Francisco Foods LLC, Samuel Hale, LLC, Samuel Hale 2, LLC, Samuel Hale 3 LLC, Samuel Hale 4
11 LLC, Samuel Hale Exchange LLC, and Samuel Hale East LLC ("Defendants") (collectively, Plaintiffs and
12 Defendants are the "Parties").

13 3. The proposed Settlement seeks to resolve all alleged claims for civil penalties pursuant to the
14 California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiffs brought
15 this PAGA action on behalf of themselves all California non-exempt employees who are or previously were
16 employed by Defendant San Francisco Foods LLC, or were employed as temporary employees at Defendant
17 San Francisco Foods LLC's facilities through Samuel Hale Exchange, LLC, and who performed work during
18 the period of February 24, 2023, to July 3, 2024. ("Aggrieved Employees"). (Settlement, ¶ 1.2.) For purposes
19 of settlement, the "PAGA Claim Period" means the period of February 24, 2023, to July 3, 2024. (*Id.* at ¶
20 1.16.) I believe the Settlement is fair, reasonable, and adequate based on the legal and factual disputes, and
21 potential damages, at issue in this case.

22 **CASE BACKGROUND AND PROCEDURAL HISTORY**

23 4. Defendants own and operate an industry, business, and establishment within the State of
24 California, including Los Angeles County. Plaintiff Perez worked for Defendants from approximately
25 February 2023 to January 2024 as a general laborer, primarily in Los Angeles County. Plaintiff Deleon
26 started working at San Francisco Foods LLC in or about late summer of 2023 in the Burrito Assembly
27 Line. Throughout their employment, Plaintiffs were classified as non-exempt and paid on an hourly basis.
28

1 Plaintiffs contend they and their former coworkers were subjected to the same or similar unlawful labor
2 practices during their employment by Defendants, including failure to pay all wages.

3 5. Plaintiffs' claims for unpaid wages stem from allegations of Defendants' failure to pay
4 employees all minimum, overtime, sick pay, and regular rate wages owed, including due to Defendants'
5 failure to compensate employees for off-the-clock work, and Defendants' failure to incorporate all
6 remunerations into the regular rate of pay. Plaintiffs' meal and rest period claims are based on allegations
7 that due to the nature of their work and Defendants' employment practices, employees regularly experienced
8 missed, untimely, or interrupted breaks, and that Defendants failed to provide any premiums for non-
9 compliant rest breaks or all premiums for non-compliant meals. Plaintiffs further allege they and other
10 employees did not receive all wages owed at the time of termination nor accurate itemized wage statements
11 due to Defendants' failure to pay all wages and premiums. Accordingly, Plaintiffs allege Defendants are liable
12 for civil penalties under PAGA.

13 6. Because of the foregoing alleged violations of the Labor Code, Plaintiff Deleon filed a Class
14 Action Complaint on May 29, 2024, alleging Defendants systematically: (1) failed to pay minimum wages,
15 (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit
16 rest breaks, (5) failure to indemnify necessary business expenses, (6) failed to timely pay final wages at
17 termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business
18 practices. On August 11, 2025, Plaintiffs filed a First Amended Complaint for Damages to allege a ninth
19 cause of action for civil penalties under PAGA (the "Operative Complaint") and include Plaintiff Perez as a
20 named Plaintiff. Accordingly, Plaintiffs are duly authorized to act as a private attorney general with
21 respect to the PAGA claims involved in this action.

22 7. Pursuant to PAGA, on February 19, 2024, Plaintiff Perez submitted notice of the alleged Labor
23 Code violations to the California Labor and Workforce Development Agency (the "LWDA"), with certified
24 mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff Perez's PAGA
25 Notice is attached hereto as **Exhibit 1**. The administrative exhaustion period under PAGA expired without
26 the LWDA indicating any intent to investigate the allegations.

1 8. In compliance with Labor Code section 2699(s)(1), Plaintiffs subsequently submitted to the
2 LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned case number. To
3 date, the LWDA has not sought to intervene in this action.

4 THE ENHANCEMENT AWARD SHOULD BE APPROVED

5 9. Throughout this litigation, Plaintiffs, who were former employees of Defendants, have
6 cooperated immensely with my office and have taken many actions to protect the interests of the State of
7 California and the Aggrieved Employees. Plaintiffs provided valuable information regarding their hours
8 worked, and what duties were performed during those hours. Plaintiffs participated in decisions concerning
9 this action, assisted in preparation for the mediation, and searched for potential witnesses. Before we filed
10 this action, Plaintiff Perez worked with my office to determine the viability of her claims. Plaintiff Perez also
11 provided information and documents relating to her employment with Defendants. The information and
12 documentation provided by Plaintiffs were instrumental in establishing the violations alleged in this action,
13 and the recovery provided for under the Settlement would have been impossible to obtain without their
14 participation.

15 10. At the same time, Plaintiffs faced many risks in adding themselves as the PAGA
16 Representative in this matter. Plaintiffs face actual risks to their future employment, as putting themselves
17 on public record in an employment lawsuit could also very well affect their likelihood for future
18 employment. For example, a search of Plaintiffs' names will reveal this action, and as a result, many
19 employers may likely forego hiring Plaintiffs upon learning they sued a former employer.

20 11. In turn, Aggrieved Employees will now be reimbursed civil penalties for wage violations they
21 may have never known about or been willing to pursue on their own. If each Aggrieved Employee would
22 have tried to pursue legal remedies on their own, that would have resulted in each having to expend a
23 significant amount of their own monetary resources and time, not to mention limited judicial resources,
24 which were obviated by Plaintiffs putting themselves on the line on behalf of the Aggrieved Employees
25 and the LWDA. Further, prior to executing the Settlement, Plaintiffs carefully reviewed the document and
26 asked questions to ensure their understanding, including as to the total recovery and releases of claims.

27 12. In the final analysis, this representative action would not have been possible without the aid of
28 Plaintiffs, who put their own time and effort into this litigation and placed themselves at risk for the sake

1 of the State of California and the Aggrieved Employees. The requested enhancement payments to Plaintiffs
2 for their service as the PAGA Representative are relatively small amounts of money considering the time
3 and effort put into the litigation. For all the foregoing reasons, the requested enhancements to Plaintiffs are
4 reasonable.

5 MY EXPERIENCE AND QUALIFICATIONS

6 13. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
7 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an
8 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
9 from 2019 to 2023.

10 14. I co-founded Moon & Yang, APC—now Moon Law Group, PC—in March 2010. My practice
11 is focused exclusively on advocating for the rights of employees in wage-and-hour litigation, almost entirely
12 in class and/or PAGA representative actions.

13 15. For the past decade, I have built my practice to have an emphasis on employment and related
14 civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have been
15 heavily, successfully, and continuously involved in active litigation and trial work, and have conducted bench
16 and jury trials on behalf of both employees and employers in wage-and-hour cases.

17 16. 42. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and
18 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
19 highly specialized area of employment and labor law and my Laffey Matrix rate. (The Laffey Matrix,
20 <http://www.laffeymatrix.com/see.html> [last visited April 9, 2026].) The Laffey Matrix is a “well-
21 established objective source for rates that vary by experience” used by the District of Columbia. (*In re HPL*
22 *Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey
23 Matrix is attached hereto as **Exhibit 2**. California Courts have adjusted the Laffey Matrix rate upwards
24 based on “locality pay differentials” and the location of counsel’s office in California to determine whether
25 counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate
26 based on an approximate difference of 9% between the locality pay differential of the District of Columbia
27 and San Francisco, California, where counsel’s office was located].) To determine the locality pay
28 differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the

1 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los
2 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and of the
3 Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%.
4 (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, eff. January 12, 2026, *with* Judiciary Salary
5 Plan of Washington-Baltimore-Arlington, eff. January 12, 2026.) True and correct copies of the Los
6 Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit**
7 **3** and **Exhibit 4**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix
8 rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (*See* Ex.
9 2.) Accordingly, my billing rate of \$950 per hour is reasonable.

10 17. I am experienced in prosecuting and defending employment matters, particularly class and
11 PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and working
12 conditions violations. In addition to the present case, I am also class counsel for other wage and hour class
13 action lawsuits pending in various counties throughout California, including in state and federal courts. The
14 following is a list of some of our recent class action settlements that have received preliminary and final
15 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
16 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
17 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
18 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
19 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No.
20 BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
21 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
22 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
23 (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at *10 (class size approx. 2,650;
24 lead counsel) (in approving my \$650 hourly rate in that case, the Court found: “Class Counsel’s declarations
25 show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’
26 current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
27 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
28 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC

No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

18. Allen Feghali is a partner at Moon Law Group, PC. He received his B.A. in Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and has been an Active Member in good standing continuously since then. He was selected by Super Lawyers as a "Southern California Rising Star" in 2020–2023.

19. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused on advocating for the rights of employees at the trial-court and appellate level. Prior to roughly June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful termination claims, as well as individual wage-and-hour claims. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and PAGA representative actions.

20. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual rate in wage-and-hour litigations. Based on Mr. Feghali's 11+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Exh. 2.) As compared to the Laffey Matrix rate and when considering his significant wage-and-hour class action experience, Mr. Feghali's billing rate of \$900 per hour is reasonable.

21. During Mr. Feghali's tenure with Moon Law Group, PC, he has played a critical role in obtaining outstanding results for employees who have been wronged by their employers. Mr. Feghali's litigation experience includes, but is not limited to:

- (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on all causes of action following contested briefing in a wage-and-hour class action.
- (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.
- (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not currently scheduled for hearing.
- (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400), which was granted, in part, and denied, in part, in October 2022.
- (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage-and-hour class alleging that Plaintiff's claims were pre-empted by the Labor Management Relations Act.
- (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.
- (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17-cv-09056-RSWL-MRWx, 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.
- (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has

resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

- (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

22. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and PAGA representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

S. PHILIP SONG'S EXPERIENCE AND QUALIFICATIONS

23. S. Philip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in

Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*, Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*, Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba CannDESCENT*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court, Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc.*, San Mateo County Superior Court, Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.* Kern County Superior Court, Case No. BCV-21-100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v. National Construction*

1 *Rentals, Inc.*, Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc.*, San
2 Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile Medical*
3 *Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No. 30-2020-01130693-CU-
4 OE-CXC; *McNeil v. Kik International, LLC, et al.*, San Bernardino County Superior Court, Case No.
5 CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*,
6 Merced County Superior Court, Case No. 20CV-01461 (Consolidated with Case No. 20CV-01707); *Flores*
7 *v. Rivermaid Trading Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-
8 0008623; *Guzman v. Bentley Mills, Inc.*, Los Angeles County Superior Court, Case No. 20PSCV00789; and
9 *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior Court, Case No. CVRI2101920
10 (Consolidated with Case Nos. CVRI2102449 and MCC2001498). Mr. Song is currently handling multiple
11 class action and PAGA matters. Mr. Song's current billing rate is \$775.00 per hour, which is his usual hourly
12 rate in wage and hour litigations. Based on Mr. Song's 15+ years of experience out of law school, his Laffey
13 Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
14 (See Ex. 2.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing
15 rate of \$775.00 per hour is reasonable.

16 STANLEY J. PARK EXPERIENCE AND QUALIFICATIONS

17 24. Mr. Stanley J. Park graduated from the University of California at Los Angeles in 2008
18 with a Bachelor of Arts in English. Mr. Park attended Southwestern Law School and graduated in
19 2017. Mr. Park was admitted to the California State Bar as an attorney in January 2021. Mr. Park
20 began practicing Plaintiff-side wage and hour class and representative actions in April 2023 and
21 joined Moon Law Group, PC in January 2024.

22 25. Mr. Park has served as a handling attorney on the following matters that successfully
23 settled and are in the process of obtaining or have obtained preliminary or final approval: *Wyatt-*
24 *Williams v. Exceptional Children's Foundation*, Los Angeles County Superior Court Case No.
25 22STCV34952; *Stanley v. Orchard Post Acute*, Fresno County Superior Court Case No.
26 23CECG01075; *Hearell v. D.G. Smith Enterprises, Inc.*, Sacramento County Case No. 34-2021-
27 00306690; *Quintero v. Kan Can USA, Inc.*, Los Angeles County Case No. 23STCV06932; *Trejo v.*
28 *Lencioni Farm Services, Inc.*, Kern County Superior Court Case No. BCV-21-101136; *Bejgi v. PK*

1 *Management, LLC*, Sacramento County Case No. 23CV013953; *Chavez v. RBA Builders, Inc.*,
2 Orange County Superior Court Case No. 30-2022-01259829-CU-OE-CXC; *Garcia v. Richard Lopez*
3 *Construction, Inc.*, Riverside County Superior Court Case No. CVRI2301590; *Vazquez v. TSC Auto*
4 *ID Technology America, Inc.*, Orange County Superior Court Case No. 30-2023-01316485-CU-OE-
5 CXC; *Villasenor v. J.P. Lamborn Co.*, Fresno County Superior Court Case No. 22CECG02065;
6 *Garcia v. United Payment Center, Inc.*, Los Angeles County Superior Court Case No.
7 23STCV13141; *Rocha v. Peahi Bay, LLC*, Stanislaus County Superior Court Case No. CV-24-
8 001444; *Fernandez v. DigitalPro, Inc.*, San Diego County Superior Court Case No. 37-2023-
9 00055446-CU-OE-CTL; *Robinson v. Behavioral Learning Network, LLC*, Los Angeles County
10 Superior Court Case No. 23STCV31856; *Ruiz v. Bright Sky Home Health Care*, San Bernardino
11 County Superior Court Case No. CIVSB2217911; *Joseph v. Sani-Tech West, et al.*, Ventura County
12 Superior Court Case No. 2023CUOE007310; *Valdes v. Twofer, LLC*, Los Angeles County Superior
13 Court Case No. 23STCV02490; *Udoffia v. Silver Oak Management Corp.*, Sacramento County
14 Superior Court Case No. 34-2021-00303535-CU-OE-GDS; *Guzman v. Integrated Resources*
15 *Institute*, Los Angeles County Superior Court Case No. 23STCV31380; *Tejeda v. The Sisters of*
16 *Nazareth, et al.*, Los Angeles County Superior Court Case No. 23STCV31565; *Butler v. Robert A.*
17 *Smith, Inc.*, Los Angeles County Superior Court Case No. 23STCV13129; *Ambriz v. Jillamy*
18 *Fulfillment Services*, Los Angeles County Superior Court Case No. 24STCV04335; *Thompson v.*
19 *RC USA Holdings, Ltd., et al.*, Orange County Superior Court Case No. 30-2023-01316096-CU-
20 OE-CXC; *Sanford v. Haskel International, LLC*, Los Angeles Superior Court Case No.
21 24STCV21319; *Alcaraz v. Delta Scientific Corp.*, Los Angeles County Superior Court Case No.
22 23STCV31277; *Osorio v. Airport Terminal Management, Inc.*, Los Angeles Superior Court Case
23 No. 24STCV26945; *Lewis v. Arvato Digital Services, LLC*, San Bernardino County Superior Court
24 Case No. CIVSB2413083.

25 26. Mr. Park's current billing rate is \$625.00. Based on Mr. Park's 5 years of experience
26 out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey
27 Matrix rate + (2.53% x \$625)). (See Ex. 2.) As compared to the Laffey Matrix rate and when
28 considering his experience, Mr. Park's billing rate of \$625.00 per hour is reasonable

1 PAGA COUNSEL’S EXPERIENCE AND QUALIFICATIONS

2 27. As demonstrated by the foregoing, my office is qualified to handle this litigation
3 because we are experienced in litigating Labor Code and Wage Order violations in individual, class,
4 and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel
5 in numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion
6 for settlement approval. Including myself, Moon Law Group, PC is currently comprised of roughly
7 35 attorneys, all of whom are actively and continuously practicing employment litigation,
8 representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions,
9 in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and
10 in various federal courts. The attorneys at my firm have a high level of skill, knowledge, and
11 experience in areas of wage-and-hour class and PAGA actions, and labor and employment law
12 generally, the substantive (state and federal) and procedural law of which is frequently.

13 28. Moon Law Group, PC has been engaged in the practice of employment and labor law
14 for over a decade and presently focuses exclusively on plaintiffs’ employment law. The firm and its
15 lawyers have tried both bench and jury trials (representing both plaintiffs and defendants) in
16 employment-related matters. As noted above, my firm has been appointed lead or co-lead class
17 counsel in federal and state courts in California. Also, the firm and its lawyers have successfully
18 settled hundreds of cases during that time, including wage-and-hour class and/or PAGA actions.

19 29. The foregoing experience of myself and other attorneys of Moon Law Group, PC is
20 helpful in assessing the reasonableness of settlements, such as the one at issue here, and from this
21 experience we concluded that this litigation could not have been settled on better terms than
22 provided under the proposed Settlement.

23 30. I do not believe that I or any other attorneys of my firm have any conflicts of interest
24 with the named Plaintiffs, Aggrieved Employees, co-counsel, or the proposed Administrator. I am
25 not related to Plaintiffs. I respectfully submit that Moon Law Group, PC is competent and well
26 suited to act as PAGA Counsel in this action, and we have and will continue to vigorously represent
27 the interests of the Aggrieved Employees.
28

REQUEST FOR ATTORNEYS' FEES AND COSTS

31. In line with the Settlement, Plaintiffs' Counsel requests an award of attorneys' fees in an amount of 35% of the GSA (i.e., \$52,500.00), plus reimbursement for actual litigation costs not to exceed \$5,000.00. (See Settlement, ¶ 5.2.)

32. The requested attorneys' fees can be justified under either the common fund or lodestar method. However, we base the requested award on the common fund method. Nonetheless, the lodestar method can be used to cross-check the reasonableness of the award calculated under the common fund method.

33. The total current lodestar for Moon Law Group, PC is *not less than* the following:

Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	10.6	\$10,070.00
Allen Feghali	\$900.00	5.1	\$4,590.00
S. Philip Song	\$775.00	15.3	\$11,857.50
Stanley J. Park	\$450.00	21.8	\$9,810.00
	Total:	52.8	\$36,327.50

34. The above lodestar includes, among others, (1) preliminary investigation and initial discussions with Plaintiff Perez regarding the facts of the case (approximately 4.5 hours); (2) drafting, reviewing, and filing of the original complaint (approximately 4.1 hours); (3) drafting and submitting/mailing Plaintiff Perez's notice letter to the LWDA and Defendants (approximately 3.7 hours); (4) drafting, reviewing, and filing of the first amended complaint (approximately 3.5 hours); (5) appearing at hearings and preparing statements and other papers to be submitted to the Court (approximately 3.8 hours); (6) drafting, reviewing, and filing of the second amended complaint (approximately 2.5 hours); (7) drafting, reviewing, and filing of the request for dismissal of class claims (approximately 3.6 hours); (8) drafting, reviewing, and revising settlement agreements (approximately 2.4 hours); (9) multiple telephonic and email communications with Plaintiff Perez throughout litigation discussing the case status, strategy, factual allegations, documents, and settlement (approximately 6.2 hours); (10) multiple email communications with co-counsel and consolidation

1 of actions (approximately 7.3 hours); and (11) preparing, reviewing, and finalizing the motion for approval
2 and supporting documents (approximately 11.2 hours).

3 35. There are additional hours devoted to this litigation by the attorneys and legal assistants in my
4 office that are not reflected in the foregoing lodestar, including additional attorney time that will be spent to
5 obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration
6 process and distribution of funds, respond to inquiries, and communicate with Plaintiff Perez regarding the
7 case. I estimate that my office will commit *no less than* 10 hours, although likely more time, to these additional
8 tasks, which are hours not included in the foregoing lodestar total. My office also bears the risk of taking
9 whatever actions are necessary if Defendants fail to pay. At my \$950 hourly rate, these additional 10 hours
10 results in a lodestar of **\$9,500.00**.

11 36. “California case law permits fee awards in the absence of detailed time sheets.” (*Wershba v.*
12 *Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255.) The Court “should defer to the winning lawyer’s
13 professional judgment as to how much time he was required to spend on the case.” (*Moreno v. City of*
14 *Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.) We can provide complete, detailed billing records in the
15 event the Court requests them but would request the opportunity to redact attorney-client privileged
16 information and any other privileged information. As discussed below, application of a positive multiplier is
17 warranted—***but not requested***—in this case.

18 37. The lodestar method requires the Court to determine a “touchstone” or lodestar figure based on
19 a compilation of time spent and reasonable hourly compensation for each attorney. (*Graham v.*
20 *DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579.) Generally, hours are reasonable if they were “reasonably
21 expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is
22 compensated by a fee-paying client.” (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431.)

23 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration,
24 my office expended a significant amount of time litigating the case to achieve an excellent
25 result on behalf of the Aggrieved Employees. To date, my office has spent no less than **52.8**
26 **hours** litigating this case. In the event the Court grants settlement approval, my office will
27 spend additional time related to this litigation, including to monitor administration of the
28

1 settlement after approval, committing no less, although likely more, than **10** hours to those
2 additional tasks. The number of hours that my office has and will devote to this case is
3 reasonable. (*See, e.g., Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should
4 be fully compensatory and, “absent circumstances rendering the award unjust, an attorney
5 fee award should ordinarily include compensation for *all* the hours *reasonably spent*”]
6 [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to
7 compensation for all hours reasonably expended]; *Hensley, supra*, 461 U.S. at pp. 435–36;
8 *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.*
9 (9th Cir. 1991) 935 F.2d 1050, 1052–53.) As discussed above, my office was required to
10 expend considerable time and resources to investigate, litigate, and successfully settle these
11 claims for the benefit of the Aggrieved Employees.

- 12 (b) The Attorneys’ Hourly Rates are Reasonable: “[T]he established standard when determining
13 a reasonable hourly rate is the ‘rate prevailing in the community for similar work performed
14 by attorneys of comparable skill, experience, and reputation.’” (*Camacho v. Bridgeport Fin.,*
15 *Inc.* (9th Cir. 2008) 523 F.3d 973, 979 [quoting *Barjon v. Dalton* (9th Cir. 1997) 132 F.3d
16 496, 502].) This rule applies even when, as here, the attorneys representing a named plaintiff
17 perform the work on a contingent fee basis. (*See, e.g., Robertson v. Fleetwood Travel*
18 *Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785, 818; *Blanchard v. Bergeron* (1989) 489
19 U.S. 87, 96.) These hourly rates are reasonable in light of the significant experience,
20 expertise, and skill my firm brought to this action. Rates are reasonable if they are “within
21 the range of reasonable rates charged by and judicially awarded comparable attorneys for
22 comparable work.” (*Children’s Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740,
23 783.) The trial court may “find hourly rates reasonable based on evidence of other courts
24 approving similar rates.” (*Parkinson v. Hyundai Motor Am.* (C.D. Cal. 2010) 796 F.Supp.2d
25 1160, 1172.) The attorneys at Moon Law Group, PC are experienced litigators who
26 specialize in employment law, with a substantial wage-and-hour class action practice. The
27 hourly rates of each attorney are also reasonable as compared to their respective Laffey
28

Matrix rates as explained *supra*. Moreover, these rates are not opposed or challenged, and have been approved by other courts, as explained *supra*.

- (c) Application of a Multiplier is Warranted (But Not Requested): Once this lodestar figure has been determined, the Court may take into account other “enhancement” factors to adjust the lodestar award. As the California Supreme Court has held, contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. (*Ketchum III*, *supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel v. Equitable Life Assurance Soc’y of the U.S.* (9th Cir. 2002) 307 F.3d 997, 1008.) “A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.” (*Ketchum*, 24 Cal.4th at p. 1133.) Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. (*Id.*) A risk enhancement is “earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of attorney fees.” (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.** (*Wershba*, *supra*, 91 Cal.App.4th at p. 255; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, n.6 [“most” common fund cases apply a multiplier of 1.0–4.0]; *Been v. O.K. Indus., Inc.* (E.D. Okla. 2011, No. CIV–02–285–RAW) 2011 WL 4478766, *11 [citing a study “reporting [an] average multiplier of 3.89 in survey of 1,120 class action cases” and finding that a multiplier of 1.22 would be “per se reasonable”].) Factors considered in determining whether a lodestar multiplier is appropriate generally include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (3) the nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance of the case; and (5) the result obtained and the importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–49 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along

1 the lines of those approved in the cases above. To date, my office has incurred no less than
2 **\$36,327.50** in attorneys' lodestar fees, anticipates incurring at least another \$9,500.00 in
3 lodestar fees, and has advanced **\$1,838.74** in actual litigation costs. Thus, after
4 reimbursement of our out-of-pocket expenses, the fee request of \$52,500.00 is a **negative**
5 multiplier of the combined lodestar fees for my firm and the offices of Shimoda & Rodriguez
6 Law, PC incurred to-date in prosecuting this case. In other words, we are requesting an
7 amount that is less than what we would be entitled to under a lodestar check.

8 1) *Risks presented by the contingent nature of the case:* The major consideration in
9 determining the necessity of a multiplier is the contingent nature of the award. (*Ketchum*
10 *III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel, supra*, 307 F.3d at p. 1008.) In
11 determining what multiplier to award, the probability of success must be assessed *ex*
12 *ante*, that is, as viewed from the outset of the case. (*See, e.g., Harman v. Lyphomed, Inc.*
13 (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery is only one
14 of the uncertainties involved in taking on such a case. Other uncertainties are the amount
15 that will be recovered, uncertainty as to the cost, both in effort and expenses, and
16 uncertainty about how much time will pass before the recovery is obtained. (*See, e.g.,*
17 *Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.) My office's outlay of time and money
18 in this case has been significant. In all, my office has spent *no less than* **52.8** hours to
19 date investigating, analyzing, researching, litigating, and negotiating a favorable
20 resolution of this case, in addition to *a minimum of* **10** hours that will be spent following
21 final settlement approval, including to monitor settlement administration and
22 distribution of funds, and has incurred \$1,838.74 in necessary litigation costs. Unsettled
23 legal issues also presented risks to the claims in this case. My office bore the substantial
24 risk of an uncertain outcome in agreeing to prosecute this PAGA action on a
25 contingency fee basis, as well as the difficulties and delay inherent in such litigation.
26 There was the prospect of the enormous cost inherent in PAGA representative action
27 litigation, as well as extensive negotiations with a corporate Defendants who vigorously
28 opposed Plaintiffs' claims and right to pursue her individual or class action claims in

1 state court. My office risked significant time and expense to ensure a successful
2 settlement. As detailed *supra*, the risks presented in this case were significant, and
3 Defendant's defenses posed serious risks to the success of this PAGA matter on the
4 merits, assuming we were first successful at proving the merits of Plaintiffs' individual
5 claims at arbitration. These risks illustrate the recognition by the California Supreme
6 Court in *Ketchum III* that, if multipliers are not awarded to PAGA counsel in the cases
7 that are successfully settled, counsel's fees are essentially being cut because the lodestar
8 in and of itself would not account for contingent risk.

9 2) *Difficulty of the questions involved and the skill required*: My office is comprised of
10 skilled attorneys who have had success in wage-and-hour class and PAGA actions. This
11 case required experienced and competent lawyers, as well as expertise in the issues
12 presented herein. To obtain such an attorney on the free market, a client must pay the
13 market rate. While most class/PAGA actions are complex and involve some risk, my
14 office had to overcome several major obstacles in prosecuting this case, as explained
15 *supra*. Defendant's contentions underscore the risk of prevailing at trial, and any of
16 these obstacles could have prevented recovery completely.

17 3) *Vigorous opposition by Defendant*: Counsel who skillfully overcome difficult issues or
18 uncompromising opposition in the litigation are entitled to a fee enhancement. (*Serrano*
19 *III, supra*, 20 Cal.3d at 49.) Here, before eventually agreeing to a settlement, Defendants
20 asserted a vigorous defense and challenged Plaintiff Perez's ability to litigate her
21 individual and class action claims. The settlement effort was protracted, with extended
22 discussions and instances in which it appeared the Parties would not reach a settlement.
23 Further, proceeding to arbitration, and if successful, then trial would have added years
24 to the resolution of this case because of the difficult legal and factual issues raised and
25 the likelihood of appeals. Indeed, even if Plaintiff prevailed on the representative PAGA
26 claims at trial, assuming she was first successful at arbitration, Defendants would likely
27 have mounted an appeal.
28

- 1 4) *The extent to which litigation precluded other employment would justify an*
2 *enhancement*: There are only so many cases that my office can take at any one time.
3 Consequently, there were other meritorious cases presented to my office that would
4 have generated substantial fees, but were declined, during the pendency of this action
5 in order to devote the attention necessary to achieve favorable results.
- 6 5) *The result obtained would justify an enhancement*: The results obtained in litigation can
7 properly be used to enhance a lodestar calculation where an exceptional effort produced
8 excellent results. (*Graham, supra*, 34 Cal.4th at p. 582.) Here, the settlement figure of
9 **\$150,000** is reasonable and is a settlement with a recovery percentage well within the
10 range of what has been found to be sufficient. Considered against the size of the
11 Aggrieved Employees, the risks posed by continued litigation, and the importance of
12 the employment rights and a speedy recovery, the relief provided under the Settlement
13 represents a very strong result for the Aggrieved Employees and LWDA.
- 14 6) *The use of a multiplier is permitted in PAGA actions*: PAGA provides that “[a]ny
15 employee who prevails in any action shall be entitled to an award of reasonable
16 attorney’s fees and costs.” (Lab. Code § 2699(k)(1).) Although, PAGA does not provide
17 a specific standard for evaluating attorneys’ fees in connection with a settlement of
18 PAGA claims, California Courts have employed a lodestar analysis and use of
19 multipliers for this purpose. “Where a settlement produces a common fund for the
20 benefit of the entire class, courts have discretion to employ either the lodestar method
21 or the percentage-of-recovery method. . . . To guard against an unreasonable result, the
22 Ninth Circuit encourages district courts to “cross-check[] their calculations against a
23 second method. . . . Accordingly, the Court calculates attorneys’ fees in the instant case
24 using the percentage-of-recovery method and then cross-checks its calculations against
25 the lodestar method.” (*Hermosillo v. Davey Tree Surgery Co.* (N.D. Cal. July 7, 2021)
26 No. 18-CV-00393-LHK, 2021 WL 2826697, at *1 [quoting *In re Bluetooth Headset*
27 *Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].)
- 28

1 38. I am informed and believe that the fees and costs provision under the Settlement is reasonable.
2 My office invested significant time and resources into the case, with payment deferred to the end of the case,
3 and then, of course, contingent on the outcome.

4 39. The risk to my office has been very significant, particularly if we would not be successful in
5 pursuing this representative action. In that case, we would have been left with no compensation for all the
6 time taken in litigating this case. Indeed, I have taken on a number of class and/or PAGA action cases that
7 have resulted in thousands of attorney hours being expended and ultimately having the defendant company
8 going bankrupt. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we
9 were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less
10 risky, monetary gain.

11 40. Because most individuals cannot afford to pay for legal representation on an hourly basis, Moon
12 Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including
13 Plaintiff in this action. Pursuant to this arrangement, we are not compensated for our time unless we prevail
14 at trial or our clients' cases are successfully settled. Because Moon Law Group, PC is taking the risk that we
15 will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to
16 represent an individual employee on a contingency basis if, at the end of our representation, all we are to
17 receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate
18 when we win if we are to remain in practice so as to be able to continue representing other individuals in civil
19 rights employment disputes.

20 41. My office invested significant time and resources into the case, with payment deferred to the end
21 of the case, and then, of course, contingent on the outcome. My office's efforts have included, and will include
22 following an approval order, without limitation, the following:

- 23 a. Numerous interviews with Plaintiff Perez and review of documents she provided;
- 24 b. Legal research and investigation regarding the Defendants' practices at numerous points in
25 the litigation;
- 26 c. Preparation and submission of Plaintiff Perez's PAGA Notice;
- 27 d. Preparation of multiple drafts of the original class action complaint and subsequent amended
28 complaints, as well as finalization and filing of said complaints;

- e. Extensive meet-and-confer discussions with Defendants' counsel;
- f. Extensive meet-and-confer discussions with co-counsel;
- g. Informal discovery activity;
- h. Drafting, negotiating, and reviewing multiple drafts of the Settlement;
- i. Preparation and submission of the instant motion for settlement approval and accompanying filings;
- j. Anticipated preparation for and attendance at the hearing on the motion for approval, monitoring approval of the Settlement and requested awards, and overseeing the administration process and distribution of funds; and
- k. Communications with Plaintiff Perez throughout the case.

42. As of the drafting of this motion, my office has incurred **\$1,838.74** in expenses litigating this action without any reimbursement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. A true and correct copy of a report showing these costs is attached hereto as **Exhibit 5**. These to-date expenses are summarized as follows:

- (a) "LWDA Fee": a one-time cost for submitting Plaintiff Perez's PAGA Notice to the LWDA;
- (b) "Journal- Complaint": the initial case filing fee for initiating Plaintiff Perez's action;
- (c) "ACE," "LASC," and "Journal": costs for purchasing court documents, and for filing and serving various documents during this Action.

43. We anticipate incurring additional costs up to and after Settlement approval, including filing costs for the approval motion and any notice of entry of approval order and judgment. However, at this time, we are only requesting reimbursement of our to-date costs (\$1,838.74). Moreover, because our costs, with the costs of co-counsel, are below the maximum allocation under the Settlement, the difference will revert to PAGA Penalties. (Settlement, ¶ 5.2.) I respectfully submit that our reimbursement request is fair and reasonable.

44. Through the efforts of my office, the office of co-counsel, and Plaintiffs in this case, a fair and reasonable resolution has been reached that includes a non-reversionary payment by Defendants of at least \$150,000.00 to compensate Aggrieved Employees for Defendants' alleged employment practices. I am

1 informed and believe that, without the efforts of my office, the office of co-counsel, or Plaintiffs, the Labor
2 Code and Wage Order violations alleged in this action would have gone completely unremedied.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
4 and correct. Executed on September 9, 2026, at Los Angeles, California.

5 

6 _____
Kane Moon

Exhibit 1

MOON LAW GROUP, PC

ATTORNEYS AT LAW
WWW.MOONLAWGROUP.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
Kmoon@moonlawgroup.com

February 19, 2024

VIA ONLINE SUBMISSION

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

VIA CERTIFIED MAIL

San Francisco Foods, LLC
14054 Catalina Street
San Leandro, CA 94577

Notice of Labor Code Violations and PAGA Penalties

Re: ***Magda De Leon Perez v. San Francisco Foods, LLC***

To Whom It May Concern:

Please be advised that my office has been retained by Magda Le Leon Perez (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, San Francisco Foods, LLC (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff’s Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a general laborer from approximately February 2023 to January 2024, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 to 6 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs and the Class for all hours worked, including all overtime wages. Defendants regularly use a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiffs and the Class properly for all the time they have actually worked, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Also throughout the statutory period, Plaintiff and the Aggrieved Employees received non-discretionary bonuses and other remuneration during their employment. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment to Plaintiff and the Aggrieved Employees. Also throughout the statutory period, Plaintiff and the Aggrieved Employees were required to work off the clock, and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to wait in

line in order to clock into work, off the clock. Also, Plaintiff and the Aggrieved Employees were required to don and doff prior to clocking into work, including putting on their hairnets.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records

showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the occasional use of personal cellular telephones for work purposes. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Also, Defendants failed to include the correct and proper corporate name on the wage statements. Instead of listing San Francisco Foods, LLC, Defendants instead listed SF Foods, LLC, which is the incorrect corporate name.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

LWDA

Notice of Labor Code Violations and PAGA

February 19, 2024

Page 9 of 9

5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON LAW GROUP, PC



Kane Moon, Esq.
Attorney at Law

Exhibit 2

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487

6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School: $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 3

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 12, 2026

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,820	\$31,853	\$32,878	\$33,899	\$34,921	\$35,520	\$36,534	\$37,555	\$37,597	\$38,550
2	\$34,654	\$35,478	\$36,627	\$37,597	\$38,018	\$39,136	\$40,253	\$41,371	\$42,489	\$43,606
3	\$37,813	\$39,074	\$40,335	\$41,596	\$42,857	\$44,118	\$45,379	\$46,640	\$47,901	\$49,162
4	\$42,446	\$43,861	\$45,277	\$46,692	\$48,107	\$49,522	\$50,937	\$52,353	\$53,768	\$55,183
5	\$47,490	\$49,073	\$50,656	\$52,239	\$53,822	\$55,405	\$56,989	\$58,572	\$60,155	\$61,738
6	\$52,938	\$54,703	\$56,467	\$58,232	\$59,996	\$61,761	\$63,525	\$65,290	\$67,055	\$68,819
7	\$58,827	\$60,788	\$62,749	\$64,710	\$66,671	\$68,632	\$70,593	\$72,554	\$74,515	\$76,476
8	\$65,148	\$67,319	\$69,491	\$71,662	\$73,833	\$76,004	\$78,175	\$80,347	\$82,518	\$84,689
9	\$71,957	\$74,356	\$76,755	\$79,154	\$81,553	\$83,952	\$86,351	\$88,751	\$91,150	\$93,549
10	\$79,240	\$81,881	\$84,521	\$87,162	\$89,803	\$92,443	\$95,084	\$97,725	\$100,365	\$103,006
11	\$87,061	\$89,964	\$92,866	\$95,769	\$98,672	\$101,575	\$104,477	\$107,380	\$110,283	\$113,185
12	\$104,349	\$107,828	\$111,306	\$114,785	\$118,264	\$121,742	\$125,221	\$128,699	\$132,178	\$135,657
13	\$124,085	\$128,222	\$132,358	\$136,495	\$140,631	\$144,767	\$148,904	\$153,040	\$157,177	\$161,313
14	\$146,632	\$151,520	\$156,408	\$161,297	\$166,185	\$171,073	\$175,962	\$180,850	\$185,738	\$190,627
15	\$172,476	\$178,226	\$183,975	\$189,725	\$195,474	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **
16	\$202,284	\$209,027	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
17	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
18	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

Exhibit 4

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 12, 2026

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,249	\$31,263	\$32,269	\$33,271	\$34,274	\$34,862	\$35,857	\$36,859	\$36,900	\$37,835
2	\$34,011	\$34,820	\$35,948	\$36,900	\$37,313	\$38,410	\$39,507	\$40,604	\$41,701	\$42,798
3	\$37,112	\$38,350	\$39,587	\$40,825	\$42,063	\$43,300	\$44,538	\$45,775	\$47,013	\$48,251
4	\$41,659	\$43,048	\$44,437	\$45,826	\$47,215	\$48,604	\$49,993	\$51,382	\$52,771	\$54,160
5	\$46,610	\$48,163	\$49,717	\$51,271	\$52,825	\$54,378	\$55,932	\$57,486	\$59,039	\$60,593
6	\$51,957	\$53,689	\$55,420	\$57,152	\$58,884	\$60,616	\$62,348	\$64,080	\$65,811	\$67,543
7	\$57,736	\$59,661	\$61,586	\$63,510	\$65,435	\$67,360	\$69,284	\$71,209	\$73,134	\$75,059
8	\$63,940	\$66,071	\$68,202	\$70,333	\$72,464	\$74,595	\$76,726	\$78,857	\$80,988	\$83,119
9	\$70,623	\$72,977	\$75,332	\$77,687	\$80,041	\$82,396	\$84,751	\$87,105	\$89,460	\$91,815
10	\$77,771	\$80,363	\$82,954	\$85,546	\$88,138	\$90,730	\$93,321	\$95,913	\$98,505	\$101,097
11	\$85,447	\$88,296	\$91,145	\$93,994	\$96,843	\$99,692	\$102,540	\$105,389	\$108,238	\$111,087
12	\$102,415	\$105,829	\$109,243	\$112,657	\$116,071	\$119,485	\$122,899	\$126,313	\$129,728	\$133,142
13	\$121,785	\$125,845	\$129,904	\$133,964	\$138,024	\$142,084	\$146,143	\$150,203	\$154,263	\$158,322
14	\$143,913	\$148,711	\$153,509	\$158,306	\$163,104	\$167,902	\$172,700	\$177,497	\$182,295	\$187,093
15	\$169,279	\$174,922	\$180,565	\$186,207	\$191,850	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **
16	\$198,534	\$205,152	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
17	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
18	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

Exhibit 5

Activities Export

02/25/2026
12:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/27/2024	\$	Journal - Notice of Change of Address ● Unbilled	02397-Perez Perez v. San Francisco Foods, LLC / SF Foods, LLC (CJ)	Support Account	1.00	\$7.26	-	\$7.26
06/24/2024	\$	Journal - Notice ● Unbilled	02397-Perez Perez v. San Francisco Foods, LLC / SF Foods, LLC (CJ)	Support Account	1.00	\$7.26	-	\$7.26
06/17/2024	\$	Journal - Joint ISC ● Unbilled	02397-Perez Perez v. San Francisco Foods, LLC / SF Foods, LLC (CJ)	Support Account	1.00	\$7.26	-	\$7.26
06/06/2024	\$	Journal - Request for Dismissal ● Unbilled	02397-Perez Perez v. San Francisco Foods, LLC / SF Foods, LLC (CJ)	Support Account	1.00	\$27.81	-	\$27.81
04/27/2024	\$	Journal - SAC ● Unbilled	02397-Perez Perez v. San Francisco Foods, LLC / SF Foods, LLC (CJ)	Andrea Marin	1.00	\$7.26	-	\$7.26
04/12/2024	\$	Journal - Notice ● Unbilled	02397-Perez Perez v. San Francisco Foods, LLC / SF Foods, LLC (CJ)	Andrea Marin	1.00	\$7.26	-	\$7.26
03/21/2024	\$	ACE - Personal Service & file POS of Summons ● Unbilled	02397-Perez Perez v. San Francisco Foods, LLC / SF Foods, LLC (CJ)	Andrea Marin	1.00	\$210.65	-	\$210.65
03/05/2024	\$	Journal - FAC ● Unbilled	02397-Perez Perez v. San Francisco	Andrea Marin	1.00	\$7.26	-	\$7.26
							\$0.00 0.00h	\$1,838.74 0.00h

Activities Export

02/25/2026
12:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Foods, LLC / SF Foods, LLC (CJ)					
02/21/2024	\$	Journal Complaint, Complex case	02397-Perez Perez v. San Francisco Foods, LLC / SF Foods, LLC (CJ)	Andrea Marin	1.00	\$1,481.72	-	\$1,481.72
02/20/2024	\$	LWDA Fee	02397-Perez Perez v. San Francisco Foods, LLC / SF Foods, LLC (CJ)	Support Account	1.00	\$75.00	-	\$75.00
							\$0.00	\$1,838.74
							0.00h	0.00h

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiffs ERIKA BONILLA DELEON individually and on behalf of similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIKA BONILLA DELEON and MAGDA
DE LEON PEREZ, individually and on behalf
of all other similarly situated employees,

Plaintiffs,

vs.

SAN FRANCISCO FOODS LLC, a Delaware
Limited Liability Company; SAMUEL HALE,
LLC, a California Limited Liability Company;
SAMUEL HALE 2, LLC, a Florida
Corporation; SAMUEL HALE 3 LLC, a
California Limited Liability Company; and
DOES 1 to 100, inclusive,

Defendants.

Case No. 24CV010557

*Assigned to Hon. Peter K. Southworth
Department 8B*

**DECLARATION OF ERIKA BONILLA
DELEON IN SUPPORT OF PLAINTIFFS'
MOTION TO APPROVE PRIVATE
ATTORNEYS GENERAL ACT SETTLEMENT**

Reservation No. A-10557-001

Date: December 4, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Peter K. Southworth

Filed: May 29, 2024

Trial Date: None Set

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
4 Stanley J. Park (SBN 334747)
E-mail: spark@moonlawgroup.com
5 **MOON LAW GROUP, PC**
6 725 S. Figueroa St., Suite 3100
7 Los Angeles, California 90017
Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
Attorneys for Plaintiff MAGDA DE LEON PEREZ
9

1 I, Erika Bonilla Deleon, declare:

2 1. I am a competent adult and I have personal knowledge of the facts set forth in this
3 declaration. I am making this declaration on behalf of myself, as a named plaintiff, and in support of
4 Plaintiffs' Motion To Approve Private Attorneys General Act Settlement.

5 2. I worked for Defendants San Francisco Foods LLC, Samuel Hale, LLC, Samuel Hale 2,
6 LLC, Samuel Hale 3 LLC, Samuel Hale 4 LLC, Samuel Hale Exchange LLC, and Samuel Hale East
7 LLC ("Defendants") from approximately December 2021 to January of 2024 as a non-exempt
8 employee. I was subject to all of Defendants' policies and practices that have been alleged as unlawful
9 in the complaint and the notice sent to the Labor and Workforce Development Agency ("LWDA"),
10 including the following: failure to pay overtime wages, failure to pay minimum wages, failure to
11 provide meal periods or pay premiums in lieu thereof, failure to provide rest periods or pay premiums
12 in lieu thereof, failure to provide accurate wage statements, failure to pay final wages, violating Labor
13 Code sections 558, 558.1 regarding provisions regulating hours and days of work in any Industrial
14 Welfare Commission Order, failure to maintain accurate records, untimely payment of wages, and
15 failure to provide personnel files

16 3. I have actively participated in the litigation of this case for the benefit of Aggrieved
17 Employees and the LWDA. Prior to obtaining an attorney, I contacted several law offices and
18 researched potential attorneys to bring the claims. I wanted to make sure the law firm chosen to bring
19 the claims had attorneys with experience and skill in bringing those types of claims. I also researched
20 the typical issues raised when litigating the potential claims. I wanted to make sure I could have an
21 informed discussion with an attorney about the claims and have a better idea of what to expect moving
22 forward in litigation and how to help the case proceed. After securing Shimoda & Rodriguez Law, PC,
23 I continued to be actively involved in the case to help ensure a positive outcome. I began working with
24 Shimoda & Rodriguez Law, PC, to investigate the claims on January 9, 2024, discussing the facts of
25 the case, showing and explaining the context behind the documents I had to support the claims, and
26 discussing potential witnesses to corroborate the information I was providing.

27 4. My attorneys explained to me the risks and benefits of bringing a claim under the
28 Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a PAGA action meant

1 that it would take substantially longer than pursuing individual claims and that the claims being
2 pursued were for civil penalties, not for individual claims. I understood that I risked getting nothing in
3 the end, but I believed it was important to make sure that Defendants followed the law for everyone. I
4 undertook a professional and financial risk in pursuing the case as a PAGA action because my name
5 would be on a publicly available document showing that I had sued a former employer at a time when I
6 was unemployed and searching for a new job and, if unsuccessful in bringing the claims, I would be
7 obligated to pay Defendants' costs incurred over the course of this complex litigation. My
8 understanding is that this is a substantial risk because the costs associated with litigation, in general, are
9 very high and this cost is multiplied many times over in complex litigation like PAGA actions.

10 5. During the course of this litigation, I have given detailed accounts of all the facts related
11 to my employment. I provided my attorneys with extensive documentation that I believe supported the
12 claims brought against Defendants. I met with and assisted my attorneys in understanding these
13 documents and providing context for Defendants' payroll process as it applied to me and how I believed
14 it applied to Defendants' other employees within the scope of the PAGA claim, *i.e.* Aggrieved
15 Employees. I had personal knowledge and experiencing working for Defendants for multiple years, so
16 I was able to discuss the similarities of the wage and hour policies and practices among all Aggrieved
17 Employees.

18 6. The work I performed for this case included an extensive review of documents and
19 payroll practices to show and explain to my attorneys what was happening and why I thought it was
20 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
21 and work performed in a typical day and any circumstances that would cause relevant differences to my
22 daily work that affected the PAGA claims. We reviewed payroll and personnel file documents to see
23 whether and how any of the documents corroborated the validity of the claims and listed potential
24 witnesses related to any issues raised by the documents. Additionally, I went through documents
25 provided to me by my attorneys and spent time familiarizing myself with their work. This addressed all
26 the claims alleged and we continued to discuss and review these items throughout the case as more
27 information was provided by Defendants. I also spent a substantial amount of time working to identify
28

1 potential witnesses and speaking to others who could be interviewed by my attorneys and provide
2 declarations.

3 7. I participated in the negotiations and settlement discussions in this case, speaking with
4 my attorneys to answer questions, provide any additional information needed to assist the negotiations,
5 and discussing the potential terms of the Agreement to evaluate its adequacy. Throughout the course of
6 this litigation I have asked questions when I needed clarification about various aspects of this case to
7 make sure steps were continually taken to advance the interests of Aggrieved Employees and the
8 LWDA. I have reviewed the final Private Attorneys General Act Settlement, discussed the terms with
9 my attorneys, and asked my attorneys any questions I had. I believe the terms of the Settlement and
10 allocations are fair and reasonable given the facts of the case.

11 8. To date, I estimate that I have spent approximately 40 hours assisting my attorneys in
12 litigating this case. I expect that the amount of time I spend on this case will increase if the Settlement
13 is approved because Aggrieved Employees will likely reach out to me about the Settlement and the
14 nature of the claims that were asserted.

15 9. I have not received any benefits as a result of filing this lawsuit. However, I believe I
16 have experienced several substantial burdens as a result of filing this lawsuit that other Aggrieved
17 Employees were not subject to. As noted above, I took on the professional risk of lengthening my
18 unemployment after working for Defendants because future employers were able to see, from publicly
19 available documents, that I sued my former employer. Additionally, I undertook the risk of having to
20 pay Defendants' litigation costs if the Court or jury ruled against us on the claims. I have spent a
21 substantial amount of time in this case, securing a monetary benefit for Aggrieved Employees and the
22 LWDA. After I eventually secured another job, the time I have spent on this case has had to occur
23 during my lunch and/or break times, after hours, and on my days off. Rather than spend this time with
24 friends and family, I have spent this time for the benefit of Aggrieved Employees and the LWDA.
25 Finally, as part of the Settlement, I am providing a general release of all my individual claims and
26 waiving the protections of California Civil Code section 1542 for unknown claims. No other
27 Aggrieved Employee is subject to such a broad release and neither is the LWDA. I believe awarding
28 the full Enhancement Payment is warranted given the time I have spent on the case, the benefit secured

1 for Aggrieved Employees and the LWDA, my general waiver of all my individual claims beyond the
2 release for the PAGA claims, and the risks and burdens I have experienced as a result of this litigation.

3 10. I understand that any Enhancement Payment I may receive is for my participation as a
4 PAGA Representative and it is not contingent on my support or approval of the Agreement.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. Executed on 09/15/2026 in Hayward, California.

7
8
9 

Erika (Sep 15, 2026 09:28:07 PDT)

Erika Bonilla Deleon

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiffs ERIKA BONILLA DELEON

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

ERIKA BONILLA DELEON and MAGDA
DE LEON PEREZ, individually and on
behalf of all other similarly situated
employees,

Plaintiffs,

vs.

SAN FRANCISCO FOODS LLC, a
Delaware Limited Liability Company;
SAMUEL HALE, LLC, a California Limited
Liability Company; SAMUEL HALE 2,
LLC, a Florida Corporation; SAMUEL
HALE 3 LLC, a California Limited Liability
Company; SAMUEL HALE 4 LLC, a
California Limited Liability Company;
SAMUEL HALE EXCHANGE LLC, a
California Limited Liability Company;
SAMUEL HALE EAST, LLC, a California
Limited Liability Company; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 24CV010557

REPRESENTATIVE ACTION

**DECLARATION OF PLAINTIFF MAGDA DE
LEON PEREZ IN SUPPORT OF MOTION
FOR APPROVAL OF PAGA SETTLEMENT**

PAGA APPROVAL HEARING:

Reservation No. A-10557-001

Date: December 4, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Peter K. Southworth

Action filed: May 29, 2024

Trial date: Not set

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
S. Philip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
Stanley J. Park (SBN 334747)
E-mail: spark@moonlawgroup.com

Moon Law Group, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff MAGDA DE LEON PEREZ

DECLARATION OF MAGDA DE LEON PEREZ

I, Magda De Leon Perez, declare as follows:

1. I am one of the named Plaintiffs in this case. I am a former employee of the named Defendants San Francisco Foods LLC, Samuel Hale, LLC, Samuel Hale 2, LLC, Samuel Hale 3 LLC, Samuel Hale 4 LLC, Samuel Hale Exchange LLC, and Samuel Hale East LLC (“Defendants”). As such, I have personal knowledge, or I am informed and believe, of the following facts. If called as a witness, I could and would testify competently to the following.

BACKGROUND OF EMPLOYMENT

2. I worked for Defendants from approximately December 2021 to January 2024 as a general laborer, primarily in Los Angeles County. Throughout my employment, I was classified as non-exempt and paid on an hourly basis. I was typically scheduled to work 5 to 6 days a week, and in excess of 8 hours each workday.

3. During my employment, I believe Defendants’ wage-and-hour practices placed employees, including me, at a disadvantage. For instance, I believe I was not paid for all the hours I worked, including as a result of Defendants’ failure to compensate me for off-the-clock work and the failure to properly calculate my regular rate for purposes of paying overtime. Also, due to the nature of my work, I regularly experienced problems with receiving full and uninterrupted rest breaks and meal breaks, and I do not recall ever receiving premium wages for non-compliant breaks. Also, I did not timely receive all my wages owed at the end of my employment. As a result of Defendants’ employment practices, I believe I have suffered unpaid wages.

4. I believe Defendants’ wage-and-hour practices that affected me also affected all its non-exempt employees. For instance, I believe the practice of not paying for all off-the-clock hours worked was common among all Defendants’ employees. I also believe other employees experienced problems receiving full and uninterrupted meal breaks and rest breaks or premium wages for non-compliant breaks. As a result of Defendants’ wage-and-hour practices, I believe other employees were harmed and are therefore owed wages and penalties.

5. I was employed by Defendants in California in an hourly paid, non-exempt position throughout the statutory period and was subject to the same pay structure and rules as Defendants’ other non-exempt, hourly-paid employees. Accordingly, Plaintiff Erika Bonilla Deleon (“Plaintiff Deleon”) and I

brought this representative action on behalf of the State of California, ourselves, and all California non-exempt employees who are or previously were employed by Defendants or were employed as temporary employees at Defendants' facilities through Samuel Hale Exchange, LLC, and who performed work during the period of February 24, 2023, to July 3, 2024 ("Aggrieved Employees") to recover civil penalties pursuant to the California Private Attorneys General Act ("PAGA"), and to put an end to what I believe are illegal practices on the part of Defendants.

6. I do not believe I have any conflicts of interest with other Aggrieved Employees

7. I also do not believe I have any conflicts of interest with the proposed Administrator.

DUTIES AS PAGA REPRESENTATIVE

8. I joined this case with Plaintiff Deleon in 2025, and since then, I have never asked to be relieved from my role as the PAGA representative. To the contrary, I have made myself available whenever my attorneys wanted to discuss aspects of my employment with Defendants and I remain committed to seeing this case through to the end.

9. I understand that as a PAGA representative in this representative action, I have an obligation to do my best to look out for the interests of the State of California and other Aggrieved Employees. I understand this obligation exists even when the matter is resolved through settlement. It is my understanding that, as one part of this duty, I cannot agree to a settlement to benefit myself to the exclusion of others. I have never asked my attorneys to simply settle this matter at any cost. Rather, I asked them to obtain the best settlement they could, within reason, and I believe that they have done so.

10. I understand that the obligations of being an adequate PAGA representative include significant responsibilities and a fiduciary duty to represent the State of California and other Aggrieved Employees, which means responding truthfully, completely, and promptly to any information requests made by my attorneys; reviewing facts and claims in the case to make certain the alleged Labor Code violations are redressed; participating dutifully in the litigation; making myself available for any meetings, proceedings, and court hearings at which I am needed; and, above all, putting the interests of the State of California and other Aggrieved Employees above my own.

11. I brought this action in full recognition and acceptance of my responsibilities as the PAGA representative, and I continue to appreciate the importance of my responsibilities as the litigation

1 continues.

2 12. I have been, and will continue to be, actively involved in assisting my attorneys to support
3 this wage-and-hour action, including after any settlement approval order.

4 13. Summing it all up in the simplest terms, I asked to be the stand-in for the State of California
5 and other employees of Defendants as one of the PAGA representatives.

6 SETTLEMENT AGREEMENT AND REASONABLENESS OF ENHANCEMENT PAYMENT

7 14. I conferred with my attorneys about the PAGA Settlement Agreement (the “Settlement”) in
8 this case before signing it. I am not an accountant, but I generally understand the factors and risks that should
9 be considered when evaluating a settlement. I believe the Settlement is fair, adequate, and reasonable, and
10 therefore, I respectfully request that the Court approve it.

11 15. The Settlement provides for an Enhancement Payment to me in the amount of \$7,500.00 as
12 one of the named Plaintiffs, which I understand is subject to the Court’s approval. I respectfully submit this
13 award is fair compensation to me in recognition of me having initiated and provided services in support of the
14 litigation, in recognition for the risks attendant to the role as one of the named Plaintiffs and PAGA
15 Representatives.

16 16. My participation in this litigation began with bringing relevant issues to my attorneys’
17 attention and explaining the factual background that was used to litigate the claims. For example, I provided
18 my attorneys and reviewed with them documents from my employment with Defendants that I had in my
19 possession, and I explained those documents and related facts to my attorneys to assist them in their review
20 and analysis. I also assisted in identifying potential witnesses, including other employees, in attempts to locate
21 witnesses who might likewise have been of assistance.

22 17. My efforts continued after the lawsuit was filed. For example, I continued to identify
23 potential witnesses to my attorneys, and I reviewed with my attorneys information about my employment and
24 documents produced by Defendants to prepare for mediation. I also made myself available to answer
25 questions from my attorneys during the mediation that ultimately led to the Settlement.

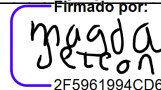
26 18. I have assumed some long-lasting risk in litigating this case, although fortunately I have not
27 yet, to my knowledge, experienced any actual adverse consequences. Because it is so easy to search for
28 information online these days, I face an increased risk that prospective future employers may discover

1 information about this lawsuit and negatively react to learning I sued a former employer. A search of my name
2 would reveal this action, and as a result, prospective employers may forego hiring me. This would make it
3 difficult to obtain future employment or change jobs for a better opportunity. Additionally, I am providing a
4 general release of my claims against Defendants and waiving my rights under California Civil Code section
5 1542.

6 19. I have devoted my own time to this litigation to ensure a fair result for the State of California
7 and other Aggrieved Employees. This involved ongoing communications with my attorneys throughout the
8 course of this case, gathering documents and information useful for litigation, assisting my attorneys in
9 preparation for mediation, reviewing the Settlement in depth prior to signing, and preparing this declaration.
10 In total, I believe I have spent roughly 30 hours to-date in this litigation, and I anticipate spending future hours,
11 including, among other things, to monitor the status of settlement approval, funding, and disbursement of
12 funds.

13 20. I am glad to have had the opportunity to represent the State of California and other Aggrieved
14 Employees in this lawsuit and that I was able to recover money for others through the proposed Settlement.

15
16 I declare under penalty of perjury under the laws of the State of California and the United States that
17 the foregoing is true and correct. Executed on 7/22/2026, at Sacramento, California.

18 
Firmado por:
2F5961994CD64C4...

19 Magda De Leon Perez
20
21
22
23
24
25
26
27
28

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiffs ERIKA BONILLA DELEON individually and on behalf of similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIKA BONILLA DELEON and MAGDA
DE LEON PEREZ, individually and on behalf
of all other similarly situated employees,

Plaintiffs,

vs.

SAN FRANCISCO FOODS LLC, a Delaware
Limited Liability Company; SAMUEL HALE,
LLC, a California Limited Liability Company;
SAMUEL HALE 2, LLC, a Florida
Corporation; SAMUEL HALE 3 LLC, a
California Limited Liability Company;
SAMUEL HALE 4 LLC, a California Limited
Liability Company; SAMUEL HALE
EXCHANGE LLC, a California Limited
Liability Company; SAMUEL HALE EAST,
LLC, a California Limited Liability Company;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 24CV010557

*Assigned for All Purposes to Hon. Peter K. Southworth
Department 8B*

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF PLAINTIFFS' MOTION TO APPROVE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

Reservation No. A-10557-001

Date: December 4, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Peter K. Southworth

Filed: May 29, 2024

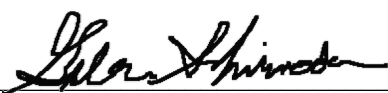
Trial Date: None Set

1 Kane Moon (SBN 249834)
2 E-mail: kmoon@moonlawgroup.com
3 Allen Feghali (SBN 301080)
4 E-mail: afeghali@moonlawgroup.com
5 S. Phillip Song (SBN 326572)
6 E-mail: psong@moonlawgroup.com
7 Stanley J. Park (SBN 334747)
8 E-mail: spark@moonlawgroup.com
9 **MOON LAW GROUP, PC**
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Attorneys for Plaintiff MAGDA DE LEON PEREZ

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Proposed Private Attorneys General Act Settlement
B	Plaintiffs' Operative Complaint
C	Plaintiffs' Letter to the Labor and Workforce Development Agency
D	ILYM Group, Inc., Bid and Declaration
E	Proposed Notice of Settlement
F	Proof of Submission of Proposed Settlement Agreement to LWDA
G	Plaintiffs' Itemized Costs
H	Plaintiffs' Attorney's Fee Summary Chart

Dated: September 16, 2026

Shimoda & Rodriguez Law, PC

By: 
 Galen T. Shimoda
 Attorneys for Plaintiff ERIKA BONILLA
 DELEON

Dated: September 16, 2026

Moon Law Group, PC

By: /s/ Kane Moon
 Kane Moon (as authorized on 9/16/26)
 Attorneys for Plaintiff MAGDA DE LEON PEREZ

EXHIBIT A

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiffs ERIKA BONILLA DELEON

Boris Sorsher (SBN 251718)
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, California 95614

Attorneys for SAN FRANCISCO FOODS LLC,
SAMUEL HALE, LLC, SAMUEL HALE 2, LLC, SAMUEL HALE 3 LLC,
SAMUEL HALE 4, LLC, SAMUEL HALE EXCHANGE LLC, and
SAMUEL HALE EAST, LLC

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ERIKA BONILLA DELEON and MAGDA DE
LEON PEREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

SAN FRANCISCO FOODS LLC, a Delaware
Limited Liability Company; SAMUEL HALE,
LLC, a California Limited Liability Company;
SAMUEL HALE 2, LLC, a Florida
Corporation; SAMUEL HALE 3 LLC, a
California Limited Liability Company; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 24CV010557

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

Filed: May 29, 2024

FAC Filed: August 11, 2025

Trial Date: None Set

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
4 Stanley J. Park (SBN 334747)
E-mail: spark@moonlawgroup.com
5 **Moon Law Group, PC**
725 S. Figueroa St., Suite 3100
6 Los Angeles, California 90017
Telephone: (213) 232-3128
7 Facsimile: (213) 232-3125

8 Attorneys for Plaintiff MAGDA DE LEON PEREZ
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This Private Attorneys General Act Settlement is made and entered into between the Plaintiffs
2 Erika Bonilla Deleon and Magda De Leon Perez (“Plaintiffs”), on behalf of themselves, the Labor and
3 Workforce Development Agency, and Aggrieved Employees, and San Francisco Foods LLC,
4 (“Defendant”). This Agreement is subject to the terms and conditions set forth below and approval of the
5 Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the above stated lawsuit, *Bonilla DeLeon v. San Francisco Foods LLC et*
9 *al.*, Sacramento County Superior Court, Case No. 24CV010557, filed May 29, 2024, and as amended on
10 August 11, 2025, to include Plaintiff Magda De Leon Perez.

11 1.2 “Aggrieved Employee(s)” means all California non-exempt employees who are or
12 previously were employed by Defendant or were employed as temporary employees at Defendant's
13 facilities through Samuel Hale Exchange, LLC, and who performed work during the period of February
14 24, 2023, to July 3, 2024. The estimated number of Aggrieved Employees is one hundred fifty-three
15 (153).

16 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Private Attorneys
17 General Act Settlement.

18 1.4 “Complaint” means the operative Complaint on file in the Action with the Court.

19 1.5 “Court” means the Sacramento County Superior Court.

20 1.6 “Defendant” means San Francisco Foods LLC,.

21 1.7 “Defendant’s Counsel” means Fisher & Phillips LLP.

22 1.8 “Effective Date” means the Final Approval Date unless there is a timely objection lodged
23 that has not later been withdrawn, in which case the Effective Date will be either (a) 30 days after a signed
24 order approving this settlement has been filed provided no appellate proceeding has been filed; or (b)
25 seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally
26 dismissed with no material change to the terms of this settlement and there is no right to pursue further
27 remedies or relief, whichever is later.

1 1.9 “Final Approval Date” means the date the Court enters a signed order granting approval of
2 the Agreement.

3 1.10 “Gross Settlement Amount” is the sum of One hundred and fifty thousand dollars and zero
4 cents (\$150,000.00).

5 1.11 “Individual Settlement Amount” means an individual Aggrieved Employee’s allocation of
6 the Net Settlement Amount, as defined in Section 1.13 and 5.7.

7 1.12 “LWDA” means the California Labor and Workforce Development Agency.

8 1.13 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
9 distribution between Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), after
10 deduction of Plaintiffs' attorneys’ fees and litigation costs, and Settlement Administrator Costs.

11 1.14 “Notice of Settlement” means the document substantially in the form attached hereto as
12 Exhibit 1.

13 1.15 “PAGA” means Private Attorneys General Act.

14 1.16 “PAGA Claim Period” means the period of February 24, 2023, to July 3, 2024.

15 1.17 “PAGA Payment” means the 75% share of the Net Settlement Amount paid to the LWDA
16 pursuant to Labor Code section 2699(i).

17 1.18 “Parties” mean Defendant and Plaintiffs.

18 1.19 “Plaintiffs” means Erika Bonilla Deleon and Magda De Leon Perez.

19 1.20 “Plaintiffs' Counsel” means Galen T. Shimoda and Austin D. Sork of Shimoda &
20 Rodriguez Law, PC and Kane Moon, Allen Feghali, S. Phillip Song, and Stanley J. Park of Moon Law
21 Group, PC.

22 1.21 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
23 benefit of the Aggrieved Employees and from which the payments under this Agreement shall be made.
24 Any amounts Defendant has agreed to pay under this Agreement shall remain the property of Defendant
25 until the payments required under the Agreement are made.

26 1.22 “Qualifying Pay Periods” are pay periods worked by Aggrieved Employees during the
27 PAGA Claim Period in California. The calculation of an Aggrieved Employee’s pay periods and a
28

determination as to whether an Aggrieved Employee was actively employed in California in a particular pay period shall be construed from Defendant's records.

1.23 “Released PAGA Claims” means any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that were asserted in Plaintiffs’ notice letter to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

1.24 “Released Parties” means Defendant, as well as Defendant's officers, shareholders, directors, agents, employees, attorneys, and insurers and companies providing staffing or Professional Employer Services to Defendant, specifically including: Samuel Hale, LLC, Samuel Hale 2, LLC, Samuel Hale 3 LLC, Samuel Hale 4 LLC, Samuel Hale Exchange LLC, and Samuel Hale East, LLC.

1.25 “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity that will administer the Agreement as outlined in Section 7, or any other third-party administrator agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator.

1.26 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees, Plaintiffs' Counsel, and Defendant’s Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees

1 incurred and/or charged by the Settlement Administrator in connection with the execution of its duties
2 under this Agreement.

3 **2. DESCRIPTION OF THE LITIGATION**

4 2.1 On or about March 21, 2024, Plaintiff Bonilla Deleon sent notice to the LWDA to exhaust
5 administrative remedies under the PAGA for failure to pay overtime wages, failure to provide meal periods
6 or pay premiums in lieu thereof, failure to provide rest periods or pay premiums in lieu thereof, failure to
7 provide accurate wage statements, failure to pay final wages, failure to maintain accurate records, and
8 failure to provide personnel file upon request. The LWDA did not respond to the notice within the
9 statutorily required time frame and, as such, Plaintiffs became authorized to act as a Private Attorney
10 General on all alleged PAGA claims.

11 2.2 After exhausting administrative remedies, Plaintiffs filed a Complaint on May 29, 2024, in
12 Sacramento County Superior Court on behalf of themselves and Aggrieved Employees for claims alleged
13 in the March 21, 2024, notice to the LWDA.

14 2.3 Through informal discovery, Defendant and Defendant's Counsel provided Plaintiffs'
15 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
16 information on the number of Aggrieved Employees, including, but not limited to, Aggrieved Employees'
17 workweeks, dates of employment, total number of Aggrieved Employees, their rates of pay, and pay
18 periods as well as timecard data and payroll reports for a randomly selected sample of Aggrieved
19 Employees. After Plaintiffs' Counsel received the data, the Parties engaged in informal settlement
20 negotiations, but were not able to come to a resolution.

21 2.4 Discussions between Plaintiffs and Plaintiffs' Counsel, between counsel for the Parties, the
22 mediator, document productions, extensive legal analysis, the provision of information by Defendant to
23 Plaintiffs and the detailed analysis of the sampled records have permitted each side to assess the relative
24 merits of the PAGA claims and the defenses to those claims.

25 2.5 In the Action, Plaintiffs contends that Defendant violated California law by 1) failing to
26 pay overtime wages; 2) failing to provide meal periods or pay premiums in lieu thereof; 3) failing to
27 provide rest periods or pay premiums in lieu thereof; 4) failing to provide accurate wage statements; 5)
28 failure to pay final wages, failure to maintain accurate records; and 6) failing to provide personnel files

1 upon request. Defendant denies each of Plaintiffs' claims. The agreed upon Gross Settlement Amount
2 was reached after evaluating the Parties' theories of potential exposure for the PAGA claims. The Parties,
3 with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on
4 Defendant's factual and legal contentions and defenses.

5 2.6 The Parties agree that the above-described investigation and evaluation, as well as
6 discovery and the information exchanged to date, are more than sufficient to assess the merits of the
7 respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs,
8 Plaintiffs' Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA
9 claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein
10 in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk
11 of an adverse outcome each of the Parties potentially face. Plaintiffs, Plaintiffs' Counsel, Defendant, and
12 Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein
13 is fair, reasonable, and adequate in light of all known facts and circumstances.

14 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

15 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose
16 of settling the PAGA claims asserted in the Action. This Agreement and the settlement it evidences are
17 made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement
18 on a conditional basis in order for the Court to evaluate and approve the settlement. If the Effective Date
19 does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate
20 review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall
21 not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the
22 Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152,
23 Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

24 3.2 Defendant has denied all claims as to liability, damages, penalties, interest, fees, injunctive
25 relief and all other forms of relief asserted in the Action. Defendant has agreed to resolve the asserted
26 PAGA claims in the Action via this Agreement, but, to the extent this Agreement is deemed void or the
27 Effective Date does not occur, Defendant does not waive, and are expressly reserving, all rights to
28 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,

without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE AGGRIEVED EMPLOYEES

4.1 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.2.

4.2 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendant's records as having worked as an Aggrieved Employee.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendant shall pay the Gross Settlement Amount (\$150,000). Funding of the Gross Settlement Amount shall occur within twenty-eight (28) calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount represents the maximum amount payable under this Agreement by Defendant, and includes without limitation, the PAGA Payment, all payments to the Aggrieved Employees, all attorneys' fees, costs and litigation expenses directly related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining approval of the Agreement.

5.2 Attorneys' Fees and Costs: Plaintiffs' Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Plaintiffs' Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Plaintiffs' Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$5,000, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Plaintiffs' Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$5,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested

1 amounts not awarded to Plaintiffs' Counsel shall be added to the Net Settlement Amount as defined in
2 section 1.13.

3 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from
4 the Gross Settlement Amount and shall not exceed \$5,000. The difference between any actual costs and
5 the allocated \$5,000 shall be added to the Net Settlement Amount as defined in section 1.13.

6 5.4 Enhancement Payment: An enhancement payment of up to seven thousand five hundred
7 dollars and zero cents (\$7,500.00) shall be made to each one of the Plaintiffs in this case for their
8 participation in the lawsuit and their execution of the general release. This amount is subject to court
9 approval. Any amount not approved and/or reduced by the Court shall be added to the Net Settlement
10 Amount as defined in section 1.13.

11 5.5 Treatment of Residue and Uncashed Checks: For any portion of the Net Settlement
12 Amount allocated to Aggrieved Employees that is not claimed by Aggrieved Employees by cashing their
13 respective settlement checks before the negotiated deadline to do so, that remaining amount shall be
14 transmitted to the California State Controller's Office, Unclaimed Property Fund ("Unclaimed Property
15 Fund"), in the name of the individual payee. No portion of the Gross Settlement Amount will revert to
16 Defendants for any reason.

17 5.6 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
18 Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were
19 actually received by Aggrieved Employees. It is expressly understood and agreed that the receipt of such
20 Individual Settlement Amounts will not entitle any Aggrieved Employee to any new or additional
21 compensation or benefits under any company bonus or other compensation or benefit plan or agreement
22 in place during the period covered by the Agreement, nor will it entitle any Aggrieved Employee to any
23 increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the
24 intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the
25 sole payments to be made by Defendant to the Aggrieved Employees in connection with this Agreement
26 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that
27 might have been in effect during the period covered by this Agreement).

1 5.7 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid
2 to Aggrieved Employees reflect settlement of a dispute over claimed penalties. The characterization of
3 Individual Settlement Amounts to Aggrieved Employees are as follows:

4 5.7.1 One Hundred percent (100%) of each Aggrieved Employees' Individual Settlement
5 Amount shall be allocated for payment of disputed civil penalties. This portion of the Individual
6 Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive
7 an IRS form 1099-MISC.

8 5.7.2 Aggrieved Employees shall be solely responsible for the reporting and payment of
9 their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this
10 Agreement. No party has made any representation to any of the other Parties as to the taxability of any
11 payments pursuant to this Agreement, including the payments to Aggrieved Employees, the payments to
12 Plaintiffs' Counsel, or otherwise as to tax implications of any provision of this Agreement.

13 5.8 Pro Rata Distribution Formula: After Court approved attorneys' fees and costs, and
14 Settlement Administrator Costs are determined and a Net Settlement Amount has been established, that
15 Net Settlement Amount shall be divided between the PAGA Payment and payment to Aggrieved
16 Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement Amount. 25% of the
17 Net Settlement Amount will be paid to Aggrieved Employees. Each individual Aggrieved Employee's
18 Individual Settlement Amount shall be determined by taking the Qualifying Pay Periods for the individual
19 Aggrieved Employee and dividing that by the Qualifying Pay Periods for all Aggrieved Employees and
20 multiplying that fraction by the 25% share of the Net Settlement Amount. Payment to Aggrieved
21 Employees of their Individual Settlement Amount will not require the submission of any claim form.

22 5.9 No Additional Contribution by Defendant: Defendant's monetary obligation under this
23 Agreement is limited to the Gross Settlement Amount as described above. All other costs and expenses
24 arising out of or in connection with the performance of this Agreement shall be paid from the Gross
25 Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is
26 deemed null and void as described in Section 3, then Defendant and Plaintiffs shall be equally responsible
27 for the Settlement Administrator Costs incurred between the date the Agreement was executed and the
28 date of such event.

1 **6. RELEASE**

2 6.1 Upon the Effective Date, Plaintiffs and each Aggrieved Employee shall be deemed to fully,
3 finally, and forever release the Released Parties from all Released PAGA Claims.

4 6.2 Plaintiffs further fully and finally release and discharge Defendants, and each of their
5 current and former officers, employees, agents, representatives, successors, and assigns, from any and all
6 claims, demands, rights, liabilities, and causes of action of every kind and nature, whether known or
7 unknown, suspected or unsuspected, arising out of or in any way connected with Plaintiffs' employment
8 with Defendants and any employment relationship Plaintiffs had with Defendants including, without
9 limitation, all claims that were or could have been alleged in the Action, under any state law, federal law,
10 common law, equity or other theory arising in any way out of Plaintiff's employment with Defendants or
11 any of the Released Parties. Plaintiffs expressly waive the provisions of California Civil Code section
12 1542, which provides:

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

16 Plaintiffs acknowledge that they have been advised of and understand the effect of this statutory waiver,
17 and that this waiver is intended to encompass all claims, known or unknown, arising from the facts alleged
18 in the Action.

19 **7. SETTLEMENT ADMINISTRATION**

20 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible
21 for: 1) receiving and reviewing for accuracy Aggrieved Employee contact information; 2) calculating
22 estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement
23 Amount, including employer taxes, if any; 3) taking appropriate steps to trace and locate any individual
24 Aggrieved Employees whose address or contact information as provided to the Settlement Administrator
25 is inaccurate or outdated and mailing the Notice of Settlement to Aggrieved Employees; 4) providing
26 notification to the appropriate state officials of this Agreement as required; 5) maintaining the Gross
27 Settlement Amount in a QSF; 6) determining and paying the final amounts due to be paid under the
28 Agreement after resolution of awarded attorneys' fees and costs and Settlement Administrator Costs; 7)

1 paying any residual funds from uncashed checks to the Unclaimed Property Fund; 8) reporting to
2 Plaintiffs' Counsel and Defendant's Counsel regarding the statistics of the administration, including (a)
3 the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements;
4 (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of
5 Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (g) the
6 number of Notice of Settlements undeliverable from traced addresses; 9) providing a declaration to the
7 Court regarding the final statistics of the administration and compliance with all payment obligations
8 under the Agreement; 10) completing all necessary tax reporting on the QSF and payment of the Individual
9 Settlement Amounts to Aggrieved Employees; and 11) carrying out other related tasks as necessary to
10 effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement
11 Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which
12 will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and
13 obligations contemplated by the Agreement have been fully executed.

14 7.2 Aggrieved Employee Data: Within fourteen (14) calendar days after the Effective Date,
15 Defendant shall provide the Settlement Administrator with the name, last known mailing address, last
16 known telephone number, Social Security Number, and Qualifying Pay Periods of each Aggrieved
17 Employee. The Settlement Administrator shall review the data to determine the number of Qualifying
18 Pay Periods for each Aggrieved Employee. Defendant shall not provide any information for pay periods
19 during which an Aggrieved Employee may have worked as an exempt employee, worked outside
20 California, or worked outside the PAGA Claim Period. The Settlement Administrator shall maintain all
21 information received from Defendant confidential to itself, and Defendant's Counsel. However, Plaintiffs'
22 Counsel shall be able to review the breakdown of Qualified Pay Periods and estimated Individual
23 Settlement Amounts for Aggrieved Employees prior to mailing for quality assurance.

24 7.3 Determination of Payments to Aggrieved Employees, Plaintiffs' Counsel, and the LWDA:
25 Within seven (7) calendar days after Defendant has provided the Settlement Administrator with
26 information regarding Aggrieved Employees, the Settlement Administrator shall calculate the final Net
27 Settlement Amount, PAGA Payment, and the final Individual Settlement Amounts for Aggrieved
28 Employees, and report the results of these calculations to Plaintiffs' Counsel and Defendant's Counsel.

1 7.4 Settlement Administrator Payments to Aggrieved Employees, Plaintiffs' Counsel, and the
2 LWDA: Defendant shall wire the Gross Settlement Amount as described in Section 5.1 to the Settlement
3 Administrator within fourteen (14) calendar days after receiving the funding calculation and report from
4 the Settlement Administrator to be to be held in trust in a QSF. Within seven (7) calendar days after the
5 Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall
6 deliver payment of Plaintiffs' Counsels' attorney's fees and costs, the PAGA Payment payable to the
7 LWDA, Settlement Administrator Costs, and payment for Individual Settlement Amounts to Aggrieved
8 Employees as required under this Agreement and approved by the Court. Plaintiffs' Counsel shall provide
9 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
10 for the attorney's fees and costs after the Effective Date.

11 7.5 Notice to Aggrieved Employees: The Settlement Administrator will provide a Notice of
12 Settlement, substantially in the form attached as Exhibit 1, to each Aggrieved Employee concurrently with
13 providing payment for Individual Settlement Amounts as described in Sections 5.7 and 7.4. The Notice
14 of Settlement will inform Aggrieved Employees of a summary of the terms and conditions of the
15 Agreement. The Notice of Settlement will also inform Aggrieved Employees of the Gross Settlement
16 Amount, Net Settlement Amount, attorneys' fees and costs allocations, Settlement Administrator Cost
17 allocations, PAGA Payment allocations, the scope of individuals covered by this Agreement, and the
18 nature and extent of the Released PAGA Claims. The Notice shall be translated into Spanish.

19 7.6 Aggrieved Employee Mailing: Within seven (7) calendar days after the Settlement
20 Administrator receives the Gross Settlement Amount, the Settlement Administrator will perform a
21 national change of address ("NCOA") search, update the addresses per the results of the NCOA search
22 and will mail the respective Individual Settlement Amount, as determined in Sections 5.7 and 7.4, and
23 Notice of Settlement, to each Aggrieved Employee by first-class mail, postage prepaid.

24 7.7 Returned and/or Re-mailed Notice Packets: In the event that a Notice of Settlement and
25 Individual Settlement Amount payment is returned to the Settlement Administrator as undeliverable, the
26 Notice of Settlement and Individual Settlement Amount payment shall be sent to the forwarding address
27 affixed thereto within seven (7) calendar days. If no forwarding address is provided, then the Settlement
28 Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer

1 or other search using the name, address and/or Social Security number of the individual involved, and
2 shall then perform a single re-mailing within seven (7) calendar days. Following each search that does
3 not result in a corrected address, for those Aggrieved Employees who appear to be current employees of
4 Defendant at the time of the Effective Date, the Settlement Administrator shall contact Defendant's
5 Counsel for assistance and Defendant shall cooperate in good faith with the Settlement Administrator's
6 reasonable efforts to obtain valid mailing addresses for Aggrieved Employees to the extent they were
7 active employees of Defendant at the time of the Effective Date. In the event the procedures in this
8 paragraph are followed and the intended recipient of a Notice of Settlement and Individual Settlement
9 Amount payment still does not receive the Notice of Settlement and/or Individual Settlement Amount
10 payment, the Aggrieved Employee shall still be bound by all terms of the Agreement, including the
11 releases contained in Sections 1.23 and 6.1, and any final judgment entered by the Court.

12 7.8 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.2
13 to 7.7 shall constitute due and sufficient notice to Aggrieved Employees of the Action and the Agreement
14 and shall satisfy Aggrieved Employees' due process rights. Nothing else shall be required of the Parties,
15 Plaintiffs' Counsel, or Defendant's Counsel to provide notice of the Agreement except as expressly
16 required by the Court.

17 7.9 Settlement Check Expiration and Unclaimed Property Fund: The Settlement Administrator
18 shall issue Individual Settlement Amounts to Aggrieved Employees in the form of a check, which shall
19 become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After
20 one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all
21 undeposited checks shall be transmitted to the Unclaimed Property Fund identified in Section 5.4. The
22 Settlement Administrator shall deliver the Unclaimed Property Fund funds within fourteen (14) calendar
23 days after the check cashing deadline.

24 7.10 Settlement Administrator Declaration Regarding Settlement Administration: Within
25 twenty-one (21) calendar days after the last day for Aggrieved Employees to cash their settlement checks,
26 the Settlement Administrator shall provide Plaintiffs' Counsel and Defendant's Counsel with a signed
27 declaration under penalty of perjury providing a complete and detailed report regarding the settlement
28 administration and that all the obligations of the Settlement Administrator have been completed.

8. SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Aggrieved Employees, and sets further hearings, if any. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The schedule for notice and payment procedures carrying out the Agreement is as follows.

Last day for Defendant to provide Settlement Administrator with Aggrieved Employee information	Within 14 calendar days after the Effective Date
Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information
Last day for Defendant to fund Gross Settlement Amount	Within 14 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendant has funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiffs' Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to Unclaimed Property Fund	Within 14 calendar days after settlement check cashing deadline

Last day for Settlement Administrator to provide Parties with compliance declaration

Within 21 calendar days after settlement check cashing deadline

9. MISCELLANEOUS TERMS

9.1 Dismissal and Retention of Jurisdiction to Enforce: Upon the Effective Date, the Released PAGA Claims will be dismissed with prejudice, with the Court to retain jurisdiction over the Parties to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reasonable attorneys' fees and costs. The Parties agree to meet and confer in good faith to resolve any issue before any such motion for attorney's fees and costs is filed.

9.2 Additional Pay Period Contingency: Defendant has represented that there are no more than 7,100 pay periods during the PAGA Claim Period. In the event the number of pay periods during the PAGA Claim Period is more than 7,810 (*i.e.*, greater than 10% more than 7,100), then 1) the Gross Settlement Amount shall be increased proportionally by the pay periods in excess of 10% or 2) at Defendant's election the release period shall run through the date on which the pay period count reaches 7,810. For example, if there were 11,000 pay periods represented to exist during the PAGA Claim Period, but there are actually 12,500 pay periods in the PAGA Claim Period, then Defendant would have to increase the Gross Settlement Amount by 13.6% ($12,500 - 11,000 \text{ pay periods} = 1,500 \text{ excess pay periods}$. $1,500 \text{ divided by } 11,000 = 13.6\%$).

9.3 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein. This may include modifying and/or resubmitting the Agreement for approval. Plaintiffs' Counsel shall be responsible for drafting the court approval paperwork. All parties agree to act immediately and diligently to perform their obligations under this Agreement, including the review and approval of settlement documents, such that

1 there are no substantial delays in seeking court approval or administration of this settlement. Plaintiffs'
2 Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) calendar days of
3 the date this Agreement is signed. Plaintiffs' Counsel shall provide Defendant's Counsel with a draft
4 approval motion within 1 week after this Agreement is fully executed. Defendant's Counsel will provide
5 comments and/or proposed revisions within 1 week after receipt of the draft motion.

6 9.4 No Admission of Liability: Neither the acceptance nor the performance by Defendant of
7 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
8 be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the
9 Complaint, the representative character of the Action, the validity of any of the claims that were or could
10 have been asserted by Plaintiffs and/or Aggrieved Employees in the Action, or of any liability or guilt of
11 Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
12 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Aggrieved
13 Employees, or any other person, and Defendant has specifically disclaimed any liability, culpability,
14 negligence, or wrongdoing toward Plaintiffs, the Aggrieved Employees, or any other person. Each of the
15 Parties has entered into this Agreement with the intention to avoid further disputes and litigation.

16 9.5 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
17 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
18 the third business day after mailing by United States certified mail, return receipt requested, addressed as
19 follows:

20 To the Plaintiffs:

21 Galen T. Shimoda and Justin P. Rodriguez
22 Shimoda & Rodriguez Law, PC
23 9401 East Stockton Blvd., Suite 120
24 Elk Grove, CA 95624

25 To Defendant:

26 Boris Sorsher
27 Fisher & Phillips LLP
28 2050 Main Street, Suite 1000
 Irvine, California, 92614
 Telephone: (949) 851-2424
 Facsimile: (949) 851-0152

1 9.6 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
2 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
3 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
4 party or its counsel participated in the drafting of this Agreement.

5 9.7 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the
6 terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the
7 terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties
8 hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.

9 9.8 Attorneys' Fees and Costs Limitations: Neither Plaintiffs' Counsel nor any other attorneys
10 acting for, or purporting to act for, Aggrieved Employees, or Plaintiffs, may recover or seek to recover
11 any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount
12 except as expressly provided herein.

13 9.9 No Modifications: This Agreement may not be changed, altered, or modified, except in
14 writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged
15 except by performance in accordance with its terms.

16 9.10 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
18 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
19 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
20 this Agreement

21 9.11 Counterparts: This Agreement shall become effective upon its execution by all of the
22 undersigned. Plaintiffs, Plaintiffs' Counsel, Defendant and Defendant's Counsel may execute this
23 Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each
24 had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the
25 same force and effect of originals.

26 9.12 Choice of Law: The Agreement and the exhibits hereto shall be considered to have been
27 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
28 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance

1 with, and governed by, the substantive laws of the State of California without giving effect to that State's
2 choice of law principles.

3 9.13 Headings and Captions: Paragraph titles or captions contained in the Agreement are
4 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the
5 scope of this Agreement, or any provision thereof.

6 9.14 No Retaliation or Discouragement: The Parties agree they will take no action that could be
7 construed as retaliation against any Aggrieved Employees for participating in this settlement.

8 9.15 Integrated Agreement: This Agreement sets forth the entire understanding between the
9 Parties with regard to any and all material terms or otherwise and supersedes any and all prior agreements,
10 oral or written, pertaining to the subject matter herein. Each party acknowledges that there is no
11 representation, inducement, promise or agreement which has been made, orally or otherwise, by the other
12 party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this
13 Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are
14 fully understood and voluntarily accepted by the Parties.

15 9.16 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
16 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
17 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

18 9.17 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
19 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
20 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

21 9.18 Waiver of Compliance: No waiver of any condition or covenant contained in this
22 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
23 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

24 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
25 attorneys, as of the day and year herein set forth.
26
27
28

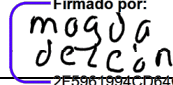
For Plaintiffs:

Date: 01/27/20


Erika Bonilla DeLeon (Jan 27, 2026 12:36:39 PST)

Erika Bonilla Deleon

Date: 1/27/2026

Firmado por:

Magda De Leon Perez
2F5961994CD64C4...

For Defendant:

Date: _____

By: _____
For San Francisco Foods LLC

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 1/29/26

By: 
Galen T. Shimoda
Attorney for Plaintiff Bonilla Deleon

1 **For Plaintiffs:**

2 Date: _____

3 _____
Erika Bonilla Deleon

4 Date: _____

5 _____
Magda De Leon Perez

6 **For Defendant:**

7 Date: 1/23/26

8 Charles Tuckhought GM
By:
For San Francisco Foods LLC

10
11
12
13
14
15
16 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

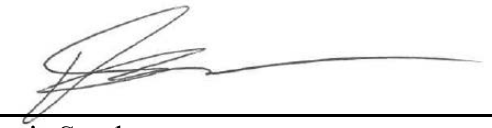
17
18 Dated: _____

19 By: _____
Galen T. Shimoda
Attorney for Plaintiff Bonilla Deleon

1 APPROVED AS TO FORM

FISHER & PHILLIPS LLP

2
3 Dated: 01/30/26

By: 

Boris Sorsher
Attorneys for Defendant

4
5
6 APPROVED AS TO FORM

Moon Law Group, PC

7
8 Dated: 1/27/26

By: 

Kane Moon
Attorneys for Plaintiff Magda De Leon Perez

EXHIBIT B

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff ERIKA BONILLA DELEON

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

08/11/2025

By: P. Russell Deputy

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIKA BONILLA DELEON; and MAGDA
DE LEON PEREZ; on behalf of themselves
and all other similarly situated employees,

Plaintiffs,

vs.

SAN FRANCISCO FOODS LLC, a
Delaware Limited Liability Company;
SAMUEL HALE, LLC, a California Limited
Liability Company; SAMUEL HALE 2,
LLC, a Florida Corporation; SAMUEL
HALE 3 LLC, a California Limited Liability
Company; SAMUEL HALE 4 LLC, a
California Limited Liability Company;
SAMUEL HALE EXCHANGE LLC, a
California Limited Liability Company;
SAMUEL HALE EAST, LLC, a California
Limited Liability Company; and DOES 1 to
100, inclusive,

Defendants.

Case No. 24CV010557

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Failure to Pay Overtime Wages**
- 2. Failure to Pay Minimum Wages**
- 3. Failure to Pay All Hours Worked**
- 4. Meal Period Violations**
- 5. Rest Period Violations**
- 6. Wage Statement Violations**
- 7. Waiting Time Penalties**
- 8. Unfair Competition**
- 9. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

Kane Moon (SBN 249834)

E-mail: kmoon@moonlawgroup.com

Allen Feghali (SBN 301080)

E-mail: afeghali@moonlawgroup.com

S. Phillip Song (SBN 326572)

E-mail: psong@moonlawgroup.com

Stanley J. Park (SBN 334747)

E-mail: spark@moonlawgroup.com

MOON LAW GROUP, PC

725 S. Figueroa St., Suite 3100

Los Angeles, California 90017

Telephone: (213) 232-3128

Facsimile: (213) 232-3125

Attorneys for Plaintiff MAGDA DE LEON PEREZ

1 Plaintiffs ERIKA BONILLA DELEON and MAGDA DE LEON PEREZ (“Plaintiffs”), on
2 behalf of themselves and all other similarly situated employees, hereby file this Complaint against
3 Defendants SAN FRANCISCO FOODS LLC, a Delaware Limited Liability Company; SAMUEL
4 HALE, LLC, a California Limited Liability Company; SAMUEL HALE 2, LLC, a Florida
5 Corporation; SAMUEL HALE 3 LLC, a California Limited Liability Company; SAMUEL HALE 4
6 LLC, a California Limited Liability Company; SAMUEL HALE EXCHANGE LLC, a California
7 Limited Liability Company; SAMUEL HALE EAST, LLC, a California Limited Liability Company
8 and DOES 1 to 100, inclusive (hereinafter all collectively referred to as “Defendants”). On
9 information and belief, Plaintiff allege the following:

10 **JURISDICTION AND VENUE**

11 1. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
12 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
13 Labor Code, California Business and Professions Code, and Wage Order No. 1.

14 2. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that Defendant
15 reside in Sacramento County and/or are foreign entities and have not designated any county in
16 California as being where they maintain their principal offices. In addition, some of the wrongful acts
17 and violations of law asserted herein occurred within Alameda County, and Defendants' obligation to
18 pay wages arose in Alameda County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36
19 Cal.3d 403, 414 (1984).

20 3. Plaintiffs have sought permission pursuant to California Labor Code section 2699 *et seq.*
21 to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on
22 behalf of themselves and other similarly situated employees. Pursuant to California Labor Code section
23 2699.3, Plaintiffs gave written notice via online submission to the Labor and Workforce Development
24 Agency (“LWDA”). Plaintiff Deleon provided notice to the LWDA on approximately March 21, 2024.
25 Plaintiff Perez provided notice to the LWDA via online submission and Defendant San Francisco Foods,
26 LLC via certified mail on February 19, 2024. Plaintiffs provided facts and legal bases for their claims
27 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
28 of action. Plaintiffs also each submitted the \$75.00 filing fee. Plaintiff Deleon’s March 21, 2024, notice

1 was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided
2 any response to Plaintiffs' notice correspondence. Accordingly, Plaintiffs have exhausted all
3 administrative remedies pursuant to the Private Attorneys General Act ("PAGA") and may bring this
4 action on behalf of themselves and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal.
5 Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383
6 n.18, 385 n.19 (2005). Aggrieved Employees include, but is not limited to, the following: all non-
7 exempt employees who worked or continue to work for Defendants in California at any time between
8 February 24, 2023, to the present.

9 **PARTIES**

10 4. ERIKA BONILLA DELEON is an individual over the age of eighteen (18) and is a
11 resident of the State of California.

12 5. MAGDA DE LEON PEREZ is an individual over the age of eighteen (18) and is a
13 resident of the State of California.

14 6. Plaintiffs allege, SAN FRANCISCO FOODS LLC, is now and/or at all times
15 mentioned in this Complaint was a Delaware Limited Liability Company and the owner and operator
16 of an industry, business and/or facility doing business in the State of California.

17 7. Plaintiffs allege, SAMUEL HALE, LLC, is now and/or at all times mentioned in this
18 Complaint was a California Limited Liability Company and the owner and operator of an industry,
19 business and/or facility doing business in the State of California.

20 8. Plaintiffs allege, SAMUEL HALE 2, LLC, is now and/or at all times mentioned in
21 this Complaint was a Florida Corporation and the owner and operator of an industry, business and/or
22 facility doing business in the State of California.

23 9. Plaintiffs allege, SAMUEL HALE 3 LLC, is now and/or at all times mentioned in
24 this Complaint was a California Limited Liability Company and the owner and operator of an
25 industry, business and/or facility doing business in the State of California.

26 10. Plaintiffs allege, SAMUEL HALE 4 LLC, is now and/or at all times mentioned in this
27 Complaint was a California Limited Liability Company and the owner and operator of an industry,
28 business and/or facility doing business in the State of California.

1 11. Plaintiffs allege, SAMUEL HALE EXCHANGE LLC, is now and/or at all times
2 mentioned in this Complaint was a California Limited Liability Company and the owner and
3 operator of an industry, business and/or facility doing business in the State of California.

4 12. Plaintiffs allege, SAMUEL HALE EAST, LLC, is now and/or at all times mentioned
5 in this Complaint was a California Limited Liability Company and the owner and operator of an
6 industry, business and/or facility doing business in the State of California.

7 13. Defendants DOES 1 through 100 are affiliates, subsidiaries, and related entities and the
8 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
9 are liable for the actions herein alleged. Plaintiffs will seek to amend this Complaint to allege the true
10 names and capacities of these DOE Defendants when they are ascertained.

11 14. At all times mentioned herein, each Defendant was the agent or employee of each of the
12 other Defendants and was acting within the course and scope of such agency or employment. The
13 Defendants are jointly and severally liable to Plaintiffs.

14 15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
15 were members of and/or engaged in a joint employment, joint venture, partnership and common
16 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
17 joint venture, partnership and common enterprise.

18 16. Defendants, and each of them, now and/or at all times mentioned in this Complaint
19 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

20 17. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices,
21 wrongs, complaints, injuries and/or damages alleged in this Complaint.

22 **GENERAL ALLEGATIONS**

23 18. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 17 as though fully
24 set forth herein.

25 19. Plaintiff Deleon started working at San Francisco Foods LLC in or about late summer of
26 2023 in the Burrito Assembly Line. She was earning approximately \$18.00 per hour. Plaintiff Deleon
27 believes that she was not paid for all of the hours she worked. Plaintiff Deleon did not clock in and out
28

1 for meal breaks. Defendants automatically deducted meal breaks based on the schedule rather than
2 actual time.

3 20. Plaintiff Perez worked at San Francisco Foods LLC from February of 2023 to January
4 2024 in the Burrito Assembly Line. She earned approximately \$18.00 per hour. Plaintiff Perez believes
5 that she was not paid for all of the hours she worked. Plaintiff Perez did not clock in and out for meal
6 breaks. Defendants automatically deducted meal breaks based on the schedule rather than actual time.

7 21. During their employment with Defendants, Plaintiffs did not receive thirty-minute meal
8 breaks during their typical eight-hour shifts. Defendants had a meal break alarm that would ring at 6:00
9 p.m., on the nose, notifying the assembly line employees that their meal break had started. However, the
10 incomplete burritos that were on the assembly/food prep lines had to be completed prior to each staff
11 member starting their break. This was the company's policy. This meant that each employee on the
12 assembly line would be relieved of their duties two to seven minutes after the meal break alarm rang.

13 22. In addition, typically at 6:25 p.m., only 25 minutes from the time the meal break alarm
14 rang, the "return to work" alarm would ring, notifying employees that they should start their way back to
15 the assembly lines so work could start at 6:30 p.m. From 6:25 p.m. to 6:30 p.m., employees had to don
16 their aprons, gloves, and sleeves to commence work at 6:30 p.m. Employees were only provided a
17 maximum of twenty-five (25) minutes for meal periods and some employees even received less than 25
18 minutes per meal period if they had to complete products on their assembly lines prior to being released
19 for their lunch break. In addition, when Plaintiffs worked more than 10 hours in a workday, Defendants
20 failed to provide them with a second meal break.

21 23. During their employment, Plaintiffs did not receive a ten-minute rest break for every four
22 (4) hours worked or fraction thereof. Similar to meal breaks, Defendants rang an alarm to notify the
23 department when to take and return from their rest breaks. The rest break alarm would typically ring at
24 4:15 p.m. to commence a fifteen-minute rest break for the entire department. However, those working
25 on food lines had to complete burritos on the assembly line prior to leaving for their breaks and they had
26 to take the scales to be washed. This process took from about two (2) to six (6) additional minutes,
27 causing many employees to start their rest break 2-6 minutes later than the alarm. Once again, at 4:25
28 p.m. (ten minutes after the break alarm had rang), the "return to work" alarm would ring, notifying all

1 employees to put on their gear and prepare their stations to start work at 4:30 p.m., causing some
2 employees to only get approximately 4-8 minutes of their rest break. The same scenario occurred at
3 9:45 p.m. for the second rest break. When Plaintiffs worked more than 10 hours in a workday,
4 Defendants failed to provide them with a third rest break.

5 24. Plaintiffs are certain they had applied to work with Defendant San Francisco Foods LLC.
6 Instead, on Plaintiffs' paystubs, the employing entity is "Samuel Hale". A look at the California
7 Secretary of State does not show a "Samuel Hale" as a legal entity to do business in California. Hence,
8 Plaintiffs are unsure of the true legal entity who employed them.

9
10 **CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**
12 **FAILURE TO PAY OVERTIME WAGES**
13 **(As to all Defendants)**

14 25. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 24 as though fully
15 set forth herein.

16 26. During the period Plaintiffs were employed by Defendants, Defendants were required to
17 compensate Plaintiffs at one and one-half (1½) times the regular rate of pay for hours worked in excess
18 of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
19 hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. One, section
20 (3)(A); Cal. Lab. Code §§ 510, 1194.

21 27. Plaintiffs worked in excess of eight (8) hours per day and/or forty (40) hours per week on
22 several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiffs
23 for all overtime hours worked at their regular rate of pay.

24 28. Plaintiffs were not exempt from overtime protections employees under the California
25 Wage Orders and Labor Code.

26 29. As a proximate result of Defendants' conduct, Plaintiffs have been damaged as stated in
27 the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
28 here in full.

///

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

30. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 29 as though fully set forth herein.

31. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiffs with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. One, section 4(A); Cal. Lab. Code § 1194.

32. Plaintiffs were not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

33. As a proximate result of Defendants' conduct, Plaintiffs have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
FAILURE TO PAY ALL HOURS WORKED
(As to all Defendants)

34. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 33 as though fully set forth herein.

35. The law requires that the employer pay employees for all their hours worked. This is based on contract principles between what the employer and employee agreed to.

36. Further, Labor Code section 223 states that "[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage"

37. Due to Defendants' practice, Plaintiffs were deprived of wages.

38. As a proximate result of Defendants' conduct, Plaintiffs have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

39. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 38 as though fully set forth herein.

40. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

41. California Labor Code sections 226.7 and 512 and IWC Wage Order No. One, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

42. California Labor Code section 512 and Wage Order No. One section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

43. Defendants employed Plaintiffs for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiffs worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiffs to take their second meal period before the completion of their tenth hour of work.

44. Defendants further failed to pay Plaintiffs the applicable meal period premiums for any such missed meal breaks.

45. As a proximate result of Defendants' conduct, Plaintiffs have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

46. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 45 as though fully set forth herein.

47. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

48. California Labor Code section 226.7 and Wage Order No. One, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

49. Plaintiffs allege that Defendants failed to authorize and permit Plaintiffs to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof. Defendants also failed to allow Plaintiffs to take her third rest break before the completion of their tenth hour of work.

50. Defendants further failed to pay Plaintiffs the applicable rest period premiums for any such missed rest periods.

51. As a proximate result of Defendants' conduct, Plaintiffs have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

52. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 51 as though fully set forth herein.

53. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the

1 *deductions shall be kept on file by the employer for at least three years at*
2 *the place of employment or at a central location within the State of*
3 *California.*

4 54. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an
5 itemized statement or failed to provide an accurate and complete itemized statement showing the
6 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
7 accurately document all hours worked during the pay period causing failure to pay all minimum
8 wage and overtime hours worked and meal and rest period premiums. Plaintiffs were not able to
9 promptly and easily determine their total hours worked from their paystubs alone. Additionally,
10 Plaintiffs suffered confusion over whether they received all wages owed and were prevented from
11 effectively challenging information on their wage statements.

12 55. As a proximate result of Defendants' conduct, Plaintiffs have been damaged as stated
13 in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if
14 set forth here in full.

15 **SEVENTH CAUSE OF ACTION**
16 **WAITING TIME PENALTIES**
17 **(As to all Defendants)**

18 56. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 55 as though fully
19 set forth herein.

20 57. An employer must pay an employee who is terminated all unpaid wages immediately
21 upon termination. *See* Cal. Lab. Code § 201.

22 58. An employer must pay an employee who resigns all unpaid wages within seventy-two
23 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

24 59. Plaintiffs did not receive all wages, including minimum and overtime wages, meal and
25 rest period premiums, at their termination or within the required time after her separation from
26 employment.

27 60. An employer who willfully fails to pay an employee wages in accordance with California
28 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
 days. *See* Cal. Lab. Code § 203.

61. Defendants knew of their obligation to pay Plaintiffs' final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiffs and similarly situated employees that Plaintiffs and similarly situated employees were not Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

62. As a proximate result of Defendants' conduct, Plaintiffs have been damaged and deprived of her wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants and DOES 1 to 100)

63. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

64. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions ("B&P") Code § 17200.

65. Plaintiffs were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiffs were denied statutory protections regarding meal and rest periods.

66. Plaintiffs further allege that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

67. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiffs are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

///

72. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiffs requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. All wages earned and owing;
 - b. Interest, attorneys' fees, and costs pursuant to Labor Code section 218.5 and 218.6
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Wages in an amount to be proven at trial;

- b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

7. As to the Sixth Cause of Action:

- a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
- b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

8. As to the Ninth Cause of Action:

- a. For civil penalties as provided in the Labor Code for each enumerated violation;
- b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

9. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

1 Dated: August 8, 2025

Shimoda & Rodriguez Law, PC

2
3 By: /s/ Galen T. Shimoda
4 Galen T. Shimoda
5 Attorneys for Plaintiff ERIKA BONILLA
6 DELEON

7 Dated: August 8, 2025

Moon Law Group, PC

8 By: /s/ Kane Moon
9 Kane Moon
10 Attorneys for Plaintiff MAGDA DE LEON
11 PEREZ
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Erika Bonilla DeLeon v. San Francisco Foods LLC, et al.
Sacramento County Superior Court of California 24CV010557

**PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150**

I, Deanna Morgensen, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On August 11, 2025, I served the following documents on the party below:

- **FIRST AMENDED COMPLAINT FOR DAMAGES**
- **AMENDED SUMMONS**

Boris Sorsher (Cal. State Bar No. 251718) Fisher & Phillips LLP 2050 Main Street, Suite 1000 Irvine, California 95614 Phone: (949) 798-2192 Email: bsorsher@fisherphillips.com	
--	--

[] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service: _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 11, 2025, at Salt Lake City, Utah.

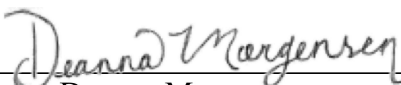

Deanna Morgensen

EXHIBIT C



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

March 21, 2024

For Online Filing:

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

Re: *Erika Bonilla DeLeon*

Dear Labor Commissioner,

As counsel for Erika Bonilla DeLeon (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

San Francisco Foods LLC
14054 Catalina Street
San Leandro, California 94577

Samuel Hale 2, LLC
2365 Iron Point Road, Suite 190
Folsom, California 95630

Samuel Hale 3 LLC
2365 Iron Point Road, Suite 190
Folsom, California 95630

Samuel Hale 4 LLC
2365 Iron Point Road, Suite 190
Folsom, California 95630

Samuel Hale Exchange LLC
2365 Iron Point Road, Suite 190
Folsom, California 95630

Samuel Hale, LLC
2365 Iron Point Road, Suite 190
Folsom, California 95630



Samuel Hale East, LLC
2710 Gateway Oaks Drive
Sacramento, California 95630

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against San Francisco Foods LLC and Samuel Hale (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: All nonexempt employees who have or continue to work for Defendant in California. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff started working at San Francisco Foods LLC in or about late summer of 2023 in the Burrito Assembly Line. She was earning approximately \$18.00 per hour. Plaintiffs believes that she was not paid for all of the hours she worked. Plaintiff did not clock in and out for meal breaks. Defendants automatically deducted meal breaks based on the schedule rather than actual time.

During her employment with Defendants, Plaintiff did not receive thirty-minute meal breaks during her typical eight-hour shifts. Defendants had a meal break alarm that would ring at 6:00 p.m., on the nose, notifying the assembly line employees that their meal break had started. However, the incomplete burritos that were on the assembly/food prep lines had to be completed prior to each staff member starting their break. This was the company’s policy. This meant that each person on the assembly line would be relieved of their duties two to seven minutes after the meal break alarm rang.

Since Plaintiff and similarly situated employees worked during their meal periods, Plaintiff had unpaid time and overtime that is due to them.

In addition, at 6:25 p.m., only 25 minutes from the time the meal break alarm rang, the “return to work” alarm would ring, notifying employees that they should start their way back to the assembly lines so work could start at 6:30 p.m. From 6:25 p.m. to 6:30 p.m., employees had to don their aprons, gloves, and sleeves to commence work at 6:30 p.m. Employees were only provided a maximum of twenty-five (25) minutes for meal periods and some employees even received less than 25 minutes per meal period if they had to complete products on their assembly



lines prior to being released for their lunch break. In addition, when plaintiff worked more than 10 hours in a workday, Defendants failed to provide her with a second meal break.

During her employment, Plaintiff did not receive a ten-minute rest break for every four (4) hours worked or fraction thereof. Similar to meal breaks, Defendants rang an alarm to notify the department when to take and return from their rest breaks. The rest break alarm would typically ring at 4:15 p.m. to commence a fifteen-minute rest break for the entire department. However, those working on food lines had to complete burritos on the assembly line prior to leaving for their breaks and they had to take the scales to be washed. This process took from about two (2) to six (6) additional minutes, causing many employees to start their rest break 2-6 minutes later than the alarm. Once again, at 4:25 p.m. (ten minutes after the break alarm had rang), the “return to work” alarm would ring, notifying all employees to put on their gear and prepare their stations to start work at 4:30 p.m., causing some employees to only get approximately 4-8 minutes of their rest break. The same scenario occurred at 9:45 p.m. for the second rest break. When plaintiff worked more than 10 hours in a workday, Defendants failed to provide her with a third rest break.

On February 1, 2024, this office forwarded a letter to San Francisco Foods, LLC requesting Plaintiff’s personnel file, including but not limited to: (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. In addition, this office also requested copies of documents signed by Plaintiff, pursuant to Labor Code section 432, including any potential alternative dispute resolution agreements, arbitration agreements, or otherwise. This office noted that failure to accommodate this request within 21 days from this notice may lead to a claim under Labor Code section 226(c). This correspondence was mailed to Defendant San Francisco Foods LLC via 1st Class Mail and via Facsimile. As of this date of this letter, Defendant San Francisco Foods LLC has not provided any documents.

Plaintiff is certain she had applied to work with Defendant San Francisco Foods LLC. Instead, on Plaintiff’s paystubs, the employing entity is “Samuel Hale”. A look at the California Secretary of State does not show a “Samuel Hale” as a legal entity to do business in California. Hence, Plaintiff is unsure of the true legal entity who employed her.



B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order One, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 1- Violation of Labor Code §§ 226.7, 512 and Wage Order No. One, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. One, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. One, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 2 – Violation of Labor Code § 226.7 and Wage Order No. One, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. One, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.



Count 3 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Further, the name on Plaintiff’s paystubs, “Samuel Hale” is not an actual legal entity recognized in California.

Count 4 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime, meal break be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 5 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf of an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendant’s agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein.



Count 6 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 7 – Violation of Labor Code §§ 226.3, 1174 (Failure to Provide Personnel File)

Labor Code section 226 and 1198.5 entitles Plaintiff to penalties and attorneys' fees and costs.

Labor Code § 226: (f) A failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer. * * * (h) An employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees.

Labor Code § 1198.5: (k) If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer. * * * (l) A current or former employee may also bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney's fees in such an action.

Plaintiff, by and through this office, requested a copy of her personnel file on February 1, 2024. This office noted that "Failure to accommodate this request within 21 days from the notice (February 1, 2024) might lead to a claim under Labor Code Section 226(c). To date, San Francisco Foods, LLC has not provided Plaintiff's personnel file.



If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda

GS/jl
cc: Client via e-mail

EXHIBIT D

DECLARATION OF LISA MULLINS

1
2
3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
7 facts.

8 2. ILYM Group has extensive experience in disseminating PAGA settlements and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
13 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
14 Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O Insurance
15 policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per incident.

16 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
17 counsel in the *DeLeon v. San Francisco Foods LLC et al.* matter.

18 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
19 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
20 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and social
21 security numbers, ILYM Group will upload the data into our database and check for duplicates and other
22 possible discrepancies.

23 5. As part of the preparation for notice and disbursement, ILYM Group will process
24 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
25 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
26 the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the
27 NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does
28 not locate an updated address in the NCOA database, it will use the original address provided by Defendant

1 for mailing the notice.

2 6. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for
3 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks
4 including but not limited to overview and reconciliation of account; (c) calculating the individual
5 settlement amounts; (d) preparing, administering, and distributing settlement award checks to the
6 Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and
7 withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM
8 Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA
9 database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other
10 such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
11 initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's capped quote for
12 this matter.

13 7. ILYM Group's fees associated with the administration of this settlement are capped at:
14 **\$4,250.00.**

15 I declare, under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed this 29th day of May 2026, at Tustin, California.

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



Lisa Mullins

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
--	-----

Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
--	-----

EXHIBIT “C”

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: DeLeon v. San Francisco Foods LLC et al.
Wednesday, October 1, 2025

Requesting Attorney:

Austin Sork
Shimoda & Rodriguez Law, PC
asork@shimodalaw.com
916.525.0716

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	153
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,266.38
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,463.62
Case Conclusion:	\$520.00

Capped ILYM Fees & Expenses: \$4,250.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: DeLeon v. San Francisco Foods LLC et al.

Wednesday, October 1, 2025

Requesting Attorney's Name: Austin Sork

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll-Free Customer Service Representative	Flat Rate	\$76.38	1	\$76.38

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,266.38

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	153	\$229.50
USPS First Class 1oz Postage	Per Piece	\$0.74	153	\$113.22
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	23	\$45.90
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,463.62

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds	Flat Fee	\$300.00	1	\$300.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$520.00

Capped ILYM Fees & Expenses: \$4,250.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT E

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

Case No. 24CV010557

**NOTICE OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT PAYMENT**

ERIKA BONILLA DELEON and MAGDA DE
LEON PEREZ, individually and on behalf of all other
similarly situated employees,
Plaintiffs,

vs.

SAN FRANCISCO FOODS LLC, a Delaware
Limited Liability Company; SAMUEL HALE, LLC,
a California Limited Liability Company; SAMUEL
HALE 2, LLC, a Florida Corporation; SAMUEL
HALE 3 LLC, a California Limited Liability
Company; SAMUEL HALE 4 LLC, a California
Limited Liability Company; SAMUEL HALE
EXCHANGE LLC, a California Limited Liability
Company; SAMUEL HALE EAST, LLC, a
California Limited Liability Company; and DOES 1
to 100, inclusive,
Defendants.

TO: all California non-exempt employees who are or previously were employed by Defendant San Francisco Foods LLC (“Defendant”), or were employed as temporary employees at Defendant’s facilities through Samuel Hale Exchange, LLC, and who performed work during the period of February 24, 2023 to July 3, 2024 (the “Aggrieved Employees”).

This Notice is being provided to you to inform you of a Private Attorneys General Act (“PAGA”) Settlement and your proportional share of this settlement payment. The payment is a result of a Court approved PAGA Settlement in the case of *Bonilla DeLeon v. San Francisco Foods LLC et al.*, Sacramento County Superior Court of California, Case No. 24CV010557, filed May 29, 2024 (the “Action”). You are receiving this letter because you fall within the definition of Aggrieved Employees identified above.

In the Action, Plaintiffs Erika Bonilla Deleon and Magda De Leon Perez (“Plaintiffs”) sought to obtain civil penalties, fees, and costs on behalf of themselves and Aggrieved Employees. Plaintiffs alleged that Defendant violated California law by 1) failing to pay overtime wages; 2) failing to pay minimum wages; 3) failing to provide meal periods or pay premiums in lieu thereof; 4) failing to provide rest periods or pay premiums in lieu thereof; 5) failing to provide accurate wage statements; 6) failing to pay final wages; 7) violating Labor Code sections 558, 558.1 regarding provisions regulating hours and days of work in any Industrial Welfare Commission Order; 8) failing to maintain accurate records; 9) the untimely payment of wages; and 10) failing to provide personnel files. Defendant has denied all of Plaintiffs’ allegations.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. Defendant has denied engaging in any unlawful conduct in any respect and further disputes all of Plaintiffs’ allegations in the Action. By entering into the PAGA Settlement, Defendant does not admit any liability to Plaintiffs or to any other current or former employees, and Defendant does not admit that any violations of Plaintiffs’ rights, or the rights of any other current or former employees has occurred.

Plaintiffs filed a notice with the California Labor and Workforce Development Agency (“LWDA”) to exhaust administrative remedies and pursue claims under the PAGA, California Labor Code §§ 2698 *et seq.*, predicated on violations of Labor Code. The scope of the PAGA Settlement includes all of the Aggrieved Employees for the time period identified above. In exchange for payment under the Settlement, Plaintiffs have agreed to waive any and all claims for civil penalties that were brought under the PAGA that were asserted in Plaintiffs’ notice letter to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein between February 24, 2023, to July 3, 2024. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver **does not** extend to any non-PAGA claims you may have.

Under the terms of the Settlement, Defendants have agreed to pay a Gross Settlement Amount of \$150,000 to resolve the PAGA claims alleged in the Action (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount were sums approved by the Court for attorneys’ fees \$52,500, attorneys’ costs in the amount of \$2,780.49, enhancements to the plaintiffs of \$7,500 each, and the

fees and expenses of the Settlement Administrator in the amount of \$4,250, which will result in a “Net Settlement Amount” of \$75,469.51 for distribution to between Aggrieved Employees and the Labor and Workforce Development Agency (“LWDA”) as required by the California Labor Code. 75% of the Net Settlement Amount (\$56,602.13) is being paid to the LWDA and 25% of the Net Settlement Amount (\$18,867.38) is being paid to Aggrieved Employees pursuant to Labor Code section 2699(i). Each individual Aggrieved Employee’s share of the Net Settlement Amount was determined by taking their individual number of pay periods worked between February 24, 2023, to July 3, 2024, dividing that number by the number of pay periods worked for all Aggrieved Employees between February 24, 2023, to July 3, 2024, and then multiplying that fraction by the 25% share of the Net Settlement Amount.

Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation.

The checks to Aggrieved Employees are classified as other miscellaneous income and will be reported on an IRS Form 1099-MISC, if required.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and shall thereafter automatically be void if not cashed within that time. Uncashed checks will be sent to the California State Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee. You can visit https://www.sco.ca.gov/search_upd.html to search for unclaimed property. If your check is lost or misplaced, you should contact the Administrator immediately at [xxx-xxx-xxxx] to request a replacement.

Should you have any questions or concerns, you may contact counsel for Plaintiffs and/or Defendants.

Galen T. Shimoda
Justin P. Rodriguez
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiffs

Boris Sorsher
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, California, 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152
On behalf of Defendant

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT F

EXHIBIT G

Shimoda & Rodriguez Law, PC Costs - Bonilla De Leon v. San Francisco Foods LLC, et al.

Date	Description	Amount
3/21/24	Administration/Copy Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$ 500.00
3/21/24	Certified Mail - PAGA Letters to Employers	\$ 64.19
3/22/24	Payment to LWDA - PAGA Filing Fee	\$ 75.00
5/30/24	One Legal Service Fee - Complaint 23003493	\$ 464.72
5/6/25	One Legal Service Fee - Case Management Conference Statement 25313141	\$ 19.36
5/7/25	One Legal Service Fee - Proof of Service of Summons 25314664	\$ 19.36
6/6/25	One Legal Service Fee - Notice of Appearance 25539523	\$ 19.36
8/8/25	One Legal Service Fee - Stipulation & Order 26028773	\$ 41.04
8/11/25	One Legal Service Fee - First Amended Complaint and Amended Summons 26039977	\$ 19.36
9/23/25	One Legal Service Fee - Joint Case Management Conference Statement 26362637	\$ 19.36
7/17/26	One Legal Service Fee - Motion for PAGA Settlement Approval 28780284	\$ 83.47
8/19/26	One Legal Service Fee - Notice of Depositing Complex Fees	\$ 1,020.34
Anticipated	One Legal Service Fee - Motion for PAGA Settlement Approval	\$ 125.00
Anticipated	One Legal Service Fee - Notice of Entry of Order	\$ 25.00
Anticipated	One Legal Service Fee - Case Management Conference Statement	\$ 25.00
Anticipated	One Legal Service Fee - Compliance Declaration	\$ 25.00
		\$ 2,545.56

EXHIBIT H

Attorney	Rate	Hours	Total
Galen T. Shimoda	\$950.00	66.8	\$63,460.00

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff ERIKA BONILLA DELEON individually and on behalf of similarly situated
8 employees

9
10 **SUPERIOR COURT OF CALIFORNIA**
FOR THE COUNTY OF SACRAMENTO

11 ERIKA BONILLA DELEON and MAGDA
12 DE LEON PEREZ, individually and on behalf
13 of all other similarly situated employees,

14 Plaintiffs,

15 vs.

16 SAN FRANCISCO FOODS LLC, a Delaware
17 Limited Liability Company; SAMUEL HALE,
18 LLC, a California Limited Liability Company;
19 SAMUEL HALE 2, LLC, a Florida
20 Corporation; SAMUEL HALE 3 LLC, a
21 California Limited Liability Company;
22 SAMUEL HALE 4 LLC, a California Limited
23 Liability Company; SAMUEL HALE
EXCHANGE LLC, a California Limited
24 Liability Company; SAMUEL HALE EAST,
LLC, a California Limited Liability Company;
and DOES 1 to 100, inclusive,

25 Defendants.

Case No. 24CV010557

*Assigned to Hon. Peter K. Southworth
Department 8B*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

Reservation No. A-10557-001

Date: December 4, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Peter K. Southworth

Filed: May 29, 2024

Trial Date: None Set

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
4 Stanley J. Park (SBN 334747)
E-mail: spark@moonlawgroup.com
MOON LAW GROUP, PC
5 725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
6 Telephone: (213) 232-3128
7 Facsimile: (213) 232-3125

8 Attorneys for Plaintiff MAGDA DE LEON PEREZ
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion to Approve Private Attorneys General Act Settlement (“Motion”) in the above
3 referenced case came before this Court, on December 4, 2026, at 1:30 p.m., in Department 8B at the
4 Tani G. Cantil-Sakauye Courthouse. Plaintiffs Erika Bonilla Deleon and Magda De Leon Perez
5 (“Plaintiffs”) filed this Private Attorneys General Act (“PAGA”) action on May 29, 2024, and February
6 19, 2024, respectively. The operative Complaint alleges that San Francisco Foods LLC, Samuel Hale,
7 LLC, Samuel Hale 2, LLC, Samuel Hale 3 LLC, Samuel Hale 4 LLC, Samuel Hale Exchange LLC, and
8 Samuel Hale East LLC (“Defendants”) violated California law by failing to pay overtime wages, failing
9 to pay minimum wages, failing to provide meal periods or pay premiums in lieu thereof, failing to
10 provide rest periods or pay premiums in lieu thereof, failing to provide accurate wage statements, failing
11 to pay final wages, violating Labor Code sections 558, 558.1 regarding provisions regulating hours and
12 days of work in any Industrial Welfare Commission Order, failing to maintain accurate records,
13 untimely payment of wages, and failure to provide personnel file. The Complaint further alleges that
14 Defendants are liable for civil penalties under the PAGA as a result of the alleged violations.
15 Defendants have denied all of Plaintiffs' allegations. Plaintiffs sought attorneys' fees and costs as part of
16 this Action.

17 The parties have agreed to settle the PAGA claims. Defendant San Francisco Foods LLC will
18 provide monetary consideration in exchange for a release of claims consistent with the terms of the
19 PAGA Settlement (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same
20 meaning as set forth in the Agreement. The Court, having received and considered Plaintiffs' Motion,
21 the declarations in support, the Agreement, the Notice of Settlement, and other evidence, HEREBY
22 ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

23 **I. SCOPE OF INDIVIDUALS WITHIN THE PAGA SETTLEMENT – AGGRIEVED**
24 **EMPLOYEES**

25 The Court finds that Plaintiffs have exhausted all administrative remedies required to bring the
26 PAGA claims asserted in this litigation. Plaintiffs are authorized to act on behalf of the Labor and
27 Workforce Development Agency (“LWDA”) with respect to the PAGA claims being released under the
28 Agreement. The Court finds the scope of individuals subject to the terms and conditions of the

1 Agreement, its releases, and all rights and obligations thereunder include the following:

2 all California non-exempt employees who are or previously were
3 employed by Defendant San Francisco Foods LLC, or were employed as
4 temporary employees at Defendant San Francisco Foods LLC's facilities
through Samuel Hale Exchange, LLC, and who performed work during
the period of February 24, 2023, to July 3, 2024.

5 The Court recognizes that the foregoing definition is for Aggrieved Employee identification
6 purposes only and is not intended to capture the claims at issue or limit or alter the released claims under
7 the Agreement.

8 **II. APPROVING THE AGREEMENT**

9 The Court has reviewed the Agreement, which was submitted with Plaintiffs' Motion as Exhibit
10 A. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and
11 arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and
12 measures to weigh the potential value of the disputed claims against the risks of continued litigation.
13 The Court finds that the Agreement is fair, reasonable, and adequate, and, therefore, is approved as
14 required under California Labor Code sections 2698 *et seq.* Based on the potential penalties at issue, the
15 risk of loss on the merits, the risk of being able to prove violations in each pay period as to each
16 individual as required by statute for damages purposes, and the Court's statutorily authorized discretion
17 to reduce penalties, the Agreement represents a substantial recovery for Aggrieved Employees and the
18 LWDA. The Court also finds that the Agreement provides a recovery that creates an effective,
19 substantial deterrent to any potential future non-compliance, furthering the purpose of the LWDA in
20 enforcing the California Labor Code. Thus, the Court approves the Agreement and terms stated therein,
21 which is incorporated by reference in its entirety, as if stated here in full, including the \$150,000 Gross
22 Settlement Amount.

23 The Court approves of the PAGA penalty allocations set forth in the Agreement wherein the Net
24 Settlement Amount will be paid to Aggrieved Employees and the LWDA as civil penalties pursuant to
25 division set forth in California Labor Code section 2699(i).

26 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
27 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Aggrieved employees and the
28

1 LWDA), the benefits can be accurately traced as set forth in the Agreement, Plaintiffs and Plaintiffs'
2 Counsel were able to negotiate on behalf of Aggrieved employees and the LWDA, and the fee can be
3 shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the
4 Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul,*
5 *Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444
6 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other than
7 . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”). The Court finds the
8 attorney’s fees request of Thirty-five percent (35%) of the Gross Settlement Amount, *i.e.* \$52,500, to be
9 appropriate compensation for Plaintiffs' Counsel. The fees request is within the range of percentages
10 that have been approved by other Courts in similar cases and is reasonable in light of the circumstances
11 of this case, the substantial and beneficial results obtained on behalf of Aggrieved Employees and the
12 LWDA, and the contingent nature of the recovery over the course of this case, which included potential
13 loss at summary judgment and/or trial proceedings. Furthermore, the Court has performed a lodestar
14 cross check, which demonstrates the reasonableness of the percentage requested. Additionally, the
15 Court orders that \$4,384.30 of the Gross Settlement Amount will be paid to Plaintiffs' Counsel for
16 reasonable costs incurred in this case.

17 The Court orders that Plaintiffs will each receive an Enhancement Payment of Seven Thousand
18 Five Hundred dollars and zero cents (\$7,500.00) from the Gross Settlement Amount for their work on
19 behalf of the Aggrieved Employees and the LWDA and in exchange for the general release of all their
20 individual claims in addition to any amount Plaintiffs may be entitled to under the Agreement’s pro rata
21 distribution formula. The Court orders that ILYM Group will act as the Settlement Administrator in this
22 case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are not
23 to exceed Five Thousand dollars and zero cents (\$5,000.00). Any difference between the actual
24 Settlement Administrator Costs and the approved amount will be added to the Net Settlement Amount
25 for distribution between the LWDA and Aggrieved Employees consistent with the allocations and
26 formulas set forth in the Agreement.

1 The Court approves of the identified distribution plan wherein any checks issued to Aggrieved
2 Employees that are not cashed by the deadline to do so shall be transmitted to the California State
3 Controller's Office, Unclaimed Property Fund, under the intended recipient's name. No portion of the
4 Gross Settlement Amount will revert to Defendants for any reason.

5 The releases and waivers for Aggrieved Employees are also approved by the Court as set forth in
6 the Agreement.

7 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR** 8 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

9 The Court finds that the proposed Notice of Settlement, attached to this Order as Exhibit 1 and
10 incorporated by reference, fairly and adequately advises Aggrieved Employees about the Agreement and
11 its effect. The Court further finds that the Notice of Settlement and distribution of such notice by first
12 class mail to each identified Aggrieved Employees at his or her most recent address based on a National
13 Change of Address database search from the Aggrieved Employees' last known address and a skip trace
14 on any Aggrieved Employees who have their notice returned as "undeliverable" or "not at this address"
15 comport with all constitutional requirements, including those of due process.

16 The Court also finds that because there is a strong interest in providing Aggrieved Employees the
17 opportunity to recover under the Agreement, along with the parties' efforts to minimize any intrusion on
18 privacy rights, the sharing of employment information as set forth in the Agreement is not a serious
19 intrusion on their privacy rights. Hence, the Court orders Defendants to provide Aggrieved Employee
20 information to the Settlement Administrator as set forth in the Agreement and any other information the
21 Settlement Administrator needs to effectuate notice to Aggrieved Employees. The Aggrieved Employee
22 information will be provided to the Settlement Administrator only, and not to Plaintiffs or Plaintiffs'
23 Counsel, as contemplated within the Agreement and approved by this Order. The Settlement
24 Administrator shall only use this information for the purposes identified in the Agreement and shall keep
25 this information confidential consistent with the terms of the Agreement.

26 **IV. IMPLEMENTATION SCHEDULE**

27 Accordingly, with good cause shown, the Court hereby approves and orders that the following
28 implementation schedule be adhered to:

Last day for Defendant to provide Settlement Administrator with Aggrieved Employee information	Within 14 calendar days after the Effective Date
Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information
Last day for Defendant San Francisco Foods LLC to fund Gross Settlement Amount	Within 14 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendant has funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiffs' Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to Unclaimed Property Fund	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

1 IT IS FURTHER ORDERED that this settlement approval order is effective as a judgment with
2 each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject
3 to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved
4 Agreement pursuant to California Civil Procedure Code section 664.6.

5 The Court Sets a further compliance hearing for May 7, 2027, at 10:30 a.m. At least 15 calendar
6 days prior to the hearing, Plaintiffs' Counsel shall file a declaration from the Settlement Administrator
7 regarding the status of the distribution of settlement funds. If the Court is satisfied that the settlement
8 funds have been fully distributed, no appearance will be required.

9 IT IS SO ORDERED.

10
11 Date: _____

By: _____

12 Judge of the Superior Court
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28