

Lenden F. Webb (SBN 236377)
Katherine E. Cervantes (SBN 333940)
WEBB LAW GROUP, APC
466 W. Fallbrook Avenue, Suite 102
Fresno, CA 93711
Telephone: (559) 431-4888
Facsimile: (559) 821-4500
Email: LWebb@WebbLawGroup.com
Email: KCervantes@WebbLawGroup.com
Please also serve: Service@WebbLawGroup.com

Brooke B. Nevels (SBN 302994)
Christopher E. Nichols (SBN 316417)
NEVELS NICHOLS, LLP
10650 Trenea St., Suite 212
San Diego, CA 92131
Telephone: (619) 374-1100
Email: BNevels@NevelsNichols.com
Email: CNichols@NevelsNichols.com
Please also serve: Service@NevelsNichols.com

Attorneys for Plaintiff VERONICA BASURTO PIMENTEL,
Individually and on behalf of other similarly situated.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

CIVIL UNLIMITED DIVISION

VERONICA BASURTO PIMENTEL, an
individual and on behalf of others similarly
situated,

Plaintiffs,

vs.

AGUSTIN MADRIGAL JR., an individual; and
Does 1 through 100, inclusive,

Defendants.

CASE NO. 24CECG00675

**DECLARATION OF LENDEN F. WEBB
IN SUPPORT OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA SETTLEMENT**

*Assigned for All Purposes to Dept. 502
Hon. Kristi Culver Kapetan*

Date: May 5, 2026
Time: 3:30pm
Dept: 502

I, LENDEN F. WEBB, hereby state and declare as follows:

1. I am the Managing Shareholder of Webb Law Group, APC, and counsel of record for Plaintiff Veronica Basurto Pimentel (“ and others similarly situated in this matter. I am fully familiar with the facts, pleadings and history of this matter. The following facts are

1 within my own personal knowledge, and if called as a witness, I could testify
2 competently to the matters stated herein.

- 3 2. This declaration is being submitted in support of the Motion for Final Approval of the
4 Settlement in this matter.
- 5 3. All of the facts contained within this declaration are within my personal knowledge,
6 and, if called as a witness, I would and would competently testify thereto.
- 7 4. Attached hereto as Exhibit 1 and incorporated herein by reference is the fully executed
8 Class Action and PAGA Settlement Agreement and Class Notice (the “Agreement”)
9 along with exhibits thereto. This Declaration incorporates by reference the definitions in
10 the Agreement, and all terms defined therein shall have the same meaning as set forth in
11 the Agreement. The Agreement also contains four (4) exhibits, which will be marked as
12 A, B, C, and D respectively and constitute the Notice Packet. Exhibit A is the Class
13 Notice, Exhibit B is the Request for Exclusion Form, Exhibit C is the Pay Period
14 Dispute Form and Exhibit D is the objection form.

15 **PROCEDURAL HISTORY OF THE CASE**

- 16 5. This Action was filed on February 15, 2024, alleging various wage and hour violations.
- 17 6. Prior to settlement, Plaintiff conducted sufficient investigation and informal discovery
18 to evaluate the strengths and weaknesses of the claims, including review of payroll data,
19 policies, and representative time and pay records. This information allowed counsel to
20 make an informed assessment of the case and the reasonableness of the Settlement.
- 21 7. The Parties participated in a full-day mediation on January 7, 2025, before experienced
22 neutral Laurie Saldaña. The Settlement was reached through arms-length negotiations
23 following that mediation.
- 24 8. On November 18, 2025, this Court granted preliminary approval of the Settlement,
25 finding its terms to be fair, reasonable, and adequate under the circumstances. The
26 Court also approved the form and method of notice to the Class.
- 27
28

1 9. The Court has already carefully evaluated the Settlement and found it to be fair,
2 reasonable, and adequate, including consideration of the risks of continued litigation
3 and the challenges associated with prosecuting these claims.

4 **NOTICE AND CLASS RESPONSE**

5 10. Notice was disseminated to Class Members in accordance with the Court's order. The
6 Notice informed Class Members of the terms of the Settlement, their right to opt out,
7 object, or dispute their workweek information, and the date of the final approval hearing

8 11. In this matter there were **no opt-outs, no objections, and no challenges** to the number
9 of Class Workweeks and PAGA Pay Periods. The complete absence of objections or
10 opt-outs demonstrates overwhelming support for the Settlement and supports a
11 presumption of fairness. The silence of the class as to these issues supports granting
12 final approval of the settlement.

13 **FAIRNESS OF SETTLEMENT**

14 12. As consideration for the Settlement, the gross Settlement Amount will be \$285,000.00
15 The Gross Settlement Amount will settle all issues pending in the Actions between the
16 Parties and will be made in full and final settlement of the Released Class Claims and
17 Released PAGA Claims. The Gross Settlement Amount includes all payments to the
18 Individual Class Payment, the Individual PAGA Payment, LWDA PAGA Payment,
19 Administration Expenses Payment, Class Counsel Fees Payment, and the
20 Representative Service Payments.

21 13. The Settlement is all-in with no reversion to Defendant.

22 14. The relief provided in the Settlement will benefit all members of the Class. The
23 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in
24 any way. Payments to the Class Members are all determined under a neutral
25 methodology. Each Participating Class Member will receive the same opportunity to
26 participate in and receive payment through a neutral formula that is based upon the
27 weeks worked by that individual.

- 1 15. The stage of the proceedings at which this Settlement was reached also militates in
2 favor of final approval of the Settlement. Class Counsel has conducted a thorough
3 investigation into the facts of the class action. Class Counsel began investigating the
4 Class Members' claims before the Action was filed. Class Counsel engaged in informal
5 discovery and conducted a review and analysis of the relevant documents and data,
6 including reaching out the class members to gather evidence related to the claims.
- 7 16. Class Counsel is also experienced with the claims at issue here, as Class Counsel
8 previously litigated and settled similar claims in other actions. Accordingly, the
9 agreement to settle did not occur until Class Counsel possessed sufficient information to
10 make an informed judgment regarding the likelihood of success on the merits and the
11 results that could be obtained through further litigation.
- 12 17. Based on the foregoing data and own independent investigation and evaluation, Class
13 Counsel is of the opinion that the Settlement with Defendant for the consideration and
14 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the
15 best interest of the Class in light of all known facts and circumstances, including the
16 risk of significant delay, defenses asserted by Defendant, and numerous potential
17 appellate issues. Counsel for both parties possessed sufficient information to make an
18 informed judgment regarding the likelihood of success on the merits and the results that
19 could be obtained through further litigation.
- 20 18. The Settlement meets the criteria for a presumption of fairness because it was reached
21 through arms-length negotiations, after sufficient investigation, by experienced counsel,
22 and has received no opposition from the Class

23 **CLASS CERTIFICATION ISSUES**

- 24 19. The requirements for class certification under California Code of Civil Procedure
25 section 382 remain satisfied for settlement purposes. The Class is sufficiently
26 numerous, common issues predominate, Plaintiff's claims are typical, and Plaintiff and
27 Class Counsel have adequately represented the Class.
- 28 20. The Court previously found certification appropriate for settlement purposes.

1 21. Given the facts, this settlement is therefore certainly entitled to final approval. While
2 Plaintiff believes that this case is proper for class treatment, these standards are high
3 and were this case to go to trial, the Plaintiff and the other class members would need to
4 prove, among other things, that wages were owed on a class-wide basis. This was and is
5 a substantial risk.

6 **CLASS COUNSEL’S ADEQUACY OF REPRESENTATION AND ABSENCE**
7 **OF CONFLICT**

8 22. Webb Law Group, APC, is experienced in prosecuting class action lawsuits and can
9 competently represent the Class. Other lawyers at my firm and I have extensive class
10 litigation experience. We have handled a number of class actions and complex cases
11 and have acted both as counsel and as lead and co-lead counsel in a variety of these
12 matters. We have successfully prosecuted and obtained significant recoveries in
13 numerous class action lawsuits and other lawsuits involving complex issues of law and
14 fact. My firm is particularly experienced in wage and hour employment law class
15 actions, including claims for overtime, expense reimbursement, unlawful deduction of
16 wages, and missed rest and meal periods. Webb Law Group has been involved as class
17 counsel in over dozens of wage and hour class actions. Webb Law Group has been
18 found to be adequate counsel by the courts throughout California.

19 23. I have been a member, in good standing, of the State of California since 2005. I am
20 admitted to practice in the United States Supreme Court, the United States District
21 Courts for the Central, Southern and Eastern Districts of California, the District of
22 Colorado, the United States Court of Appeals for the Federal Circuit and the United
23 States Court of Appeal for the Ninth Circuit.

24 24. I have handled a little over 1,400 employment litigation matters on behalf of employees
25 and employers during my tenure. I have also handled complex business and class action
26 litigation matters to and through trial, judgment and post-judgment.
27
28

1 25. I devote a significant portion of my practice to employment law and class actions and
2 have been appointed by the court as class counsel and have received final court
3 approval and judgment as a plaintiff's attorney.

4 26. I have extensive litigation experience with all phases of litigation including discovery,
5 along with 92 trials, administrative hearings, arbitrations and appeals. I estimate that
6 over the years litigating with over 4,400 clients on my firm's client list, I have helped
7 class clients obtain and defendant entities avoid judgments/settlement in excess of
8 hundreds of millions of dollars.

9 27. In sum, there are more than 30 class action cases I have been counsel of record, either
10 as defense or plaintiffs' counsel. These are in six California counties and district court
11 level matters. (An index of said cases is attached hereto as Exhibit 2).

12 28. I have obtained court approval as class counsel via opposed Motion for Class
13 Certification, Stipulation for Class Certification and Stipulation for Entry of Judgment
14 in many of our class actions.

15 29. I have reviewed my firm's cases and representation of other plaintiffs and there is no
16 conflict or representation which would prevent my firm from representing the interests
17 of the Class. My firm has never represented Defendant nor any affiliate of the
18 Defendant. My firm's only interest in the subject matter of this litigation is to ensure a
19 recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
20 and the claims of the Class is not inconsistent with our allegiance to pursue the claims
21 on behalf of other employees and classes as the claims are all against different and
22 distinct employers. I can think of no conflict that would arise in our representation of
23 the Class and our adequate representation of the Class is evidenced by the successful
24 prosecution of the class claims to reach an excellent recovery for the Class. Thus, the
25 adequacy requirement for my firm is satisfied.

26 **THE CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE**

27 30. Plaintiff will seek a service award of \$5,000 in recognition of her efforts and the risks
28 undertaken in prosecuting this action.

1 31. The requested service award is reasonable and consistent with awards approved in
2 similar cases

3 32. Plaintiff Pimentel actively participated in the prosecution of this action, provided
4 detailed factual information regarding Defendant's employment practices, assisted
5 counsel in evaluating payroll and policy documents, and remained engaged throughout
6 the litigation and mediation process. Her efforts were instrumental in achieving a
7 favorable result for the approximately 983 Class Members. It is my opinion that
8 Plaintiff Pimentel is certainly entitled to the proposed service award.

9 **CLASS COUNSEL LITIGATION EXPENSES PAYMENT**

10 33. Webb Law Group, APC has a total of **\$4,577.35** in hard costs for this matter. These
11 hard costs are itemized in a true and correct copy "Exhibit 3" which contains the billing
12 records for this matter.

13 34. Nevels Nichols LLP has a total of **\$2,825.10** in hard costs for this matter. These costs
14 are described in detail in the Declaration of Nichols which is being filed concurrently
15 along with this motion.

16 35. Therefore, the actual total of costs incurred by my firm, as well as by my co-counsel,
17 Nevels Nichols LLP is **\$7,402.45**, thus out of the \$10,000 allotted for hard costs and
18 expense reimbursements, we cumulatively seek only \$7,402.45, meaning that the
19 remaining \$2,597.55 will be returned to be distributed among the Class Members.

20 36. The requested costs were reasonably incurred, necessary, and a direct result of the
21 Plaintiffs having to file lawsuits to in order to collect unpaid wages due and owing, and
22 years of extensive litigation, investigation, and discovery, mediations, and other actions
23 which required our firms to advance hard costs, with no guarantee of recovering them.
24 As such, the Court should award Plaintiffs' counsel from in this matter \$4,577.35 to the
25 Webb Firm, and \$2,825.10 to Nevels Nichols LLP respectively, for a total of \$7,402.45.

26 ///

27 ///

28 ///

ATTORNEY'S FEES

37. Class Counsel's request for attorneys' fees in the amount of \$95,000 representing thirty-three and one-third percent (33.33%) of the Gross Settlement Amount, is reasonable and further supported by their lodestar.

38. While this matter was taken on a contingency, my firm litigates matters on both a contingent and hourly basis, thus we keep diligent billing records on all our matters. Throughout this matter, each and every member of our staff has maintained detailed and accurate billing records which I, along with my associates, and my Billing Coordinator, Keren Alvarado independently review and audit. My firm takes great pride in its billing practices and attention to detail in reviewing its billing. Attached hereto as "Exhibit 4" is a true and correct copy of our billing records for this matter.

39. In preparation for this motion, my Billing Coordinator conducted a review of the billing records, eliminating entries for non-billable clerical tasks and duplicate charges, and applying professional courtesy discounts, thereby reducing the total fees incurred by my firm from those initially contemplated at the time of preliminary approval. Over the years that we have worked on this matter, my firm has invested 131.5 hours in this case. These 131.5 hours total **\$38,919.75** in work across the various staffers billing rates at my firm. My co-counsel Nevels Nichols LLP had a total of **\$41,737.00** in fees incurred on this matter across 110.7 hours of work. In sum total, our firms incurred **\$80,656.75** in fees on this matter. Adding up the fees from Webb Law Group APC with Nevels Nichols, LLP, the current lodestar is **\$80,656.75** This effectively means that we are requesting a 1.17x multiplier in this case. This amount is well within the appropriate range as multipliers are frequently granted on class action settlements. Details of this lodestar are described in detail in the Declaration of Nichols which is being filed concurrently along with this motion.

40. Having agreed represent the Plaintiffs on a contingency basis, my firm has yet to receive any compensation for the large amount of work performed on this case. As I am aware with my own law firm, taking and litigating cases on a contingency basis

necessarily forecloses opportunities to take on additional cases where my firm could be paid on an hourly basis. In order to make this economically viable, when appropriate we must be compensated with a multiplier, otherwise it makes no financial sense for us to take on contingent matters when we could instead have the guarantee of hourly pay.

41. This is especially true in the current market, where overhead has increased drastically over the last few years while this case has been pending. We have been working on this matter since 2024 and as the Court is no doubt aware, there has been a great deal of inflation over the past few years.

42. There are many alternatives where the class representatives would not prevail. In *Ketchum*, the court warned that fee awards should be “fully compensatory”. (*Ketchum*, 24 Cal.4th at 1133). Should every defendant, attempt to try individual plaintiffs in lawsuits, law firms would be quickly put out of business, without the incentive of a multiplier in the event of a settlement. To the contrary, defense firms get paid, regardless of whether they win or lose.

43. As Class Counsel, we extensively addressed the perceived risks in this case in the filed Notice of Motion and Motion for Preliminary Approval. In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of the litigation during the entire time that it has been pending, all on a pure contingency basis, and at a 0.0% interest rate, at a time when rampant inflation is rising faster than it has in decades. Through the investment of substantial efforts and resources, Class Counsel has secured a solid Settlement on behalf of the Settlement Class Members. The settlement value necessitates compensation of Class Counsel at the agreed upon percentage as the amount allocated for Class Counsel’s fees is reasonable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 13, 2026, at San Diego, California.



LENDEN F. WEBB

EXHIBIT 1

WEBB LAW GROUP, APC
466 W. Fallbrook Avenue, Suite 102,
Fresno, CA 93711

Lenden F. Webb, Esq. (236377)
Katherine E. Cervantes, Esq. (333940)
WEBB LAW GROUP, APC
466 W. Fallbrook Avenue, Suite 102
Fresno, CA 93711
Telephone: (559) 431-4888
Email: LWebb@WebbLawGroup.com
Email: KCervantes@WebbLawGroup.com
Please also serve: Service@WebbLawGroup.com
Attorneys for Plaintiff

Brooke B. Nevels, Esq. (SBN 302994)
Christopher E. Nichols, Esq. (SBN 316417)
NEVELS NICHOLS, LLP
10089 Willow Creek Rd, Suite 200
San Diego, CA 92131
Telephone: (619) 374-1100
Email: BNevels@NevelsNichols.com
Email: CNichols@NevelsNichols.com
Please Also Serve: Service@NevelsNichols.com
Attorneys for Plaintiff

Mark D. Kruthers (SBN 179750)
Daniel C. Stein (SBN 250102)
FENNEMORE LLP
8080 N Palm Avenue
Fresno, CA 93711
Telephone: (559) 432-4500
mkruthers@fennmorelaw.com
dstein@fennmorelaw.com
Attorneys for Defendant

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

CIVIL UNLIMITED DIVISION

VERONICA BASURTO PIMENTEL, an
individual and on behalf of others similarly
situated,

Plaintiff,

vs.

AGUSTIN MADRIGAL JR., an individual;
and Does 1 through 100, inclusive,

Defendants.

Case No. 24CECG00675

**CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT**

Complaint Filed: July 12, 2024
Trial Date: None Set

**CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff VERONICA BASURTO PIMENTEL (“Plaintiff”) on behalf of herself, the putative class, and aggrieved employees, and Defendant AGUSTIN MADRIGAL JR, individually and doing business as El Dorado Farm Labor (collectively “Defendant”). The Agreement refers to Plaintiff VERONICA BASURTO PIMENTEL and AGUSTIN MADRIGAL JR. collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Veronica Basurto Pimentel v. Agustin Madrigal Jr.*, initiated on February 15, 2024, and pending in Fresno County Superior Court, Case No. 24CECG00675.

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

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

1.4. “Aggrieved Employee” means a person directly employed by Defendant in California and classified as a non-exempt employee who worked during the PAGA Period.

1.5. “Class” means all persons directly employed by Defendant in California and classified as a non-exempt employee who worked during the Class Period.

1.6. “Class Counsel” means Lenden F. Webb and Katherine E. Cervantes of Webb Law Group, APC, and Brooke Nevels and Christopher E. Nichols of Nevels and Nichols, LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel to be paid from the Gross Settlement Amount as reimbursement for reasonable attorneys’ fees and costs, respectively, incurred to prosecute the Action.

1.8. “Class Data” means each Class Member’s name, last-known mailing address, Social

Security number, and number of Class Pay Periods and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11. “Class Notice” means the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation without material variation from the version attached as Exhibit A and incorporated by reference to this agreement.

1.12. “Class Pay Period” means any Pay Period during which a Class Member was employed directly by Defendant during the Class Period and received payment for wages for work performed within the pay period.

1.13. “Class Period” means the period from February 15, 2020, through the date of the Court’s preliminary approval of the settlement or March 7, 2025, whichever occurs first.

1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.15. “Class Representative Service Payment” means the additional amount the Class Representative will be paid out of the Gross Settlement Amount for initiating the Action and providing services in support of the Action.

1.16. “Court” means the Superior Court of California, County of Fresno.

1.17. “Defendant” means Defendant Agustin Madrigal Jr., individually and doing business as El Dorado Farm Labor

1.18. “Defense Counsel” means Mark D. Kruthers and Daniel C. Stein of Fennmore LLP.

1.19. “Effective Date” means the date by when both of the following have occurred: (a) the

Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Members object to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or, (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$285,000, which is the total amount Defendant agree to pay under the Settlement, subject to Section 8 of this Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses.

1.24. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Pay Periods worked by the Participating Class Member.

1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee.

1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code §2699, subd. (i), to receive the LWDA PAGA Payment.

1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA

under Labor Code §2699, subd. (i).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

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

1.31. “Notice Packet” means the Class Notice (Exhibit A), the Request for Exclusion form (Exhibit B), the Pay Period Dispute form (Exhibit C), and the Objection form (Exhibit D).

1.32. “Operative Complaint” means the First Amended Complaint which was filed by Plaintiff on July 12, 2024.

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

1.34. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee was employed directly by Defendant during the PAGA Period and received payment for wages for work performed within the pay period.

1.35. “PAGA Period” means the period from April 23, 2023, through the date the Court grants Preliminary Approval of the Settlement, or March 7, 2025, whichever occurs first.

1.36. “PAGA Notice” means Plaintiff’s April 23, 2024, letters to Defendant and the LWDA providing notice pursuant to Labor Code §2699.3, subd. (a).

1.37. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,562.50) and the 75% to LWDA (\$10,687.50) in settlement of PAGA claims.

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

1.39. “Plaintiff” means Veronica Basurto Pimentel the named plaintiff in the Action.

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

1 **1.41.** “Preliminary Approval Order” means the proposed Order Granting Preliminary
2 Approval of the Settlement.

3 **1.42.** “Released Class Claims” means the Released Claims being released as described in
4 Section 5.2.1 below.

5 **1.43.** “Released PAGA Claims” means the Released Claims being released as described in
6 Section 5.2.2 below, which arise and/or are assertable under PAGA.

7 **1.44.** “Released Parties” means: Defendant together with Defendant’s present and former
8 parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and
9 former owners, board members, officers, directors, trustees, shareholders, members, partners,
10 employees, agents, insurers, attorneys, representatives, heirs, executors, administrators,
11 successors and assigns, and any individual or entity to whom liability for claims released by
12 Plaintiff, or the Released Class Claims and Released PAGA Claims, could be assigned
13 pursuant to Labor Code §558.1, or on a joint- employer, alter-ego, or other vicarious liability
14 theory.

15 **1.45.** “Request for Exclusion” means a Class Member’s submission of a written request to be
16 excluded from the Class Settlement signed by the Class Member. A Request for Exclusion
17 form is attached as Exhibit B.

18 **1.46.** “Response Deadline” means 45 days after the Administrator mails Notice to Class
19 Members and Aggrieved Employees (plus an additional 14 days, in the case of Class
20 Members whose Notice Packets are resent by the Administrator after being returned as
21 undeliverable), and shall be the last date on which Class Members may: (a) fax, email, or
22 mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her
23 Objection to the Settlement.

24 **1.47.** “Settlement” means the disposition of the Action effected by this Agreement and the
25 Judgment.

26 **1.48.** “Workweek” or “Pay Period” means any week during which a Class Member worked
27 for Defendant for at least one day, during the class period.
28

2. Recitals

2.1. On February 15, 2024 Plaintiff commenced this Action by filing a Complaint alleging various causes of action arising under the California Labor Code and related laws. Plaintiff subsequently filed a first amended complaint on July 12, 2024, that serves as the Operative Complaint. Defendant denies the allegations in the Operative Complaint and any prior pleadings by Plaintiff, deny any failure to comply with the law, and denies any liability for the claims alleged in the Operative Complaint and any prior pleadings by Plaintiff.

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

2.3. On January 7, 2025 the Parties participated in an all-day mediation presided over by neutral Laurie Saldana which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of putative Class Members, the number of Aggrieved Employees, the number of workweeks, the number of pay periods, sample time records, sample payroll records, written policies, and related information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* 14(2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Section 8 below, Defendant promises to pay \$285,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment and agrees to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division, sharing, or taxation of this payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.3%, which is currently estimated to be \$95,000 and a Class Counsel Litigation Expenses Payment of not more than \$10,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts and the Class Counsel Litigation Expenses Payment claimed are recoverable under statute. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees

Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Defendant and Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division, sharing, or taxation of any of these payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to Exceed \$9,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$9,000.00 or the Court approves payment less than \$9,000.00 , the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.5. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion of Individual Class Payments are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to

settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion of Individual Class Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

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

3.2.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$14,250 to be paid from the Gross Settlement Amount, with 75% (\$10,687.50) allocated to the LWDA PAGA Payment and 25% (\$3,562.50) allocated to the Individual PAGA Payments.

3.2.8. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$3,562.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.9. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

///

///

///

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Size. Based on a review of its records through November 2024, Defendant estimates there are 983 Class Members who collectively worked a total of 6,086 Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify the Administrator if Defendant discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. Class Counsel will not be provided with a copy of the Class Data but the Administrator will confirm for the Parties the number of Class Members and the total number of Workweeks/Pay Periods at issue.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the effective date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel

Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

4.4.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any

Class Member whose original check was lost or misplaced, as requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Farmworker Foundation thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure 15 §384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions, bonuses, vacation plans, sick leave plans, PTO plans, regular rate of pay calculations, or other benefit plan) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS SETTLEMENT FUNDING AND PAYMENTS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5. 1. Plaintiff’s General Release. Plaintiff, on behalf of herself and on behalf of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agrees to release and discharge Defendant and/or Released Parties from all known and unknown claims of whatever type that Plaintiff has or may have against Defendant and/or Released Parties through the date of Plaintiff’s execution of this Agreement, except for claims to enforce this Agreement or claims that Plaintiff cannot release via a general release as a matter of law, including claims for unemployment and workers’ compensation benefits (“Plaintiff’s General Release”).

///

5.1.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true, which could materially affect her decision to agree to the releases set forth in this Agreement. Nonetheless, Plaintiff voluntarily assumes this risk, and agrees that Plaintiff's General Release shall remain in effect notwithstanding such different or additional discoveries. To this end, Plaintiff expressly waives and relinquishes her rights under California Civil Code §1542 with respect to Plaintiff's General Release, which provides: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.**

5.2 Release by Participating Class Members and Aggrieved Employees:

5.2.1 Release of Class Claims: As of the Effective Date, all Participating Class Members shall release Defendant and Released Parties of all claims that are not assertable under PAGA and that Plaintiff alleged, or could have alleged, based on the facts pled in the Operative Complaint, and which arose or existed during the Class Period ("Released Class Claims"). Without limiting the foregoing, Released Class Claims shall include:

- i) All claims relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements; all claims relating to the reimbursement of necessary business expenses; all claims relating to the

deduction of wages; and all claims relating to unfair business practices resulting from any of the foregoing.

ii) All claims arising under California Labor Code §§201, 202, 203, 204, , 226, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802;; California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and related claims under the applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, et seq.).

iii) All remedies associated with any of the claims described herein, including but not limited to compensatory, consequential, incidental, liquidated, and punitive damages; penalties (whether statutory or civil) restitution; interest; costs; attorneys' fees; injunctive or other equitable relief.

5.2.2 Release of PAGA Claims: As of the Effective Date, all Aggrieved Employees and the LWDA shall release Defendant and Released Parties of all claims that are assertable under PAGA and that Plaintiff alleged, or could have alleged, based on the facts pled in the Operative Complaint or Plaintiff's PAGA Notice, and which arose or existed during the PAGA Period ("Released PAGA Claims"). Without limiting the foregoing, Released PAGA Claims shall include:

i) All claims for civil penalties recoverable under PAGA relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for civil penalties recoverable under PAGA related to the timeliness of wage payments (whether regular or final wages); all claims for civil penalties recoverable under PAGA relating to the failure to provide compliant meal, rest, and recovery periods; all claims for civil penalties recoverable

WEBB LAW GROUP, APC
466 W. Fallbrook Avenue, Suite 102,
Fresno, CA 93711

under PAGA relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for civil penalties recoverable under PAGA relating to the provision of wage statements; all claims for civil penalties recoverable under PAGA relating to the failure to maintain accurate employment records; all claims for civil penalties recoverable under PAGA relating to the reimbursement of necessary business expenses; and all claims for civil penalties recoverable under PAGA relating to the deduction of wages. Without limiting the foregoing, Released PAGA Claims shall include claims for civil penalties under California Labor Code §§203, 210, 225.5, 226, 226.3, 248.5, 558, 1174.5, 1197.1, 8 C.C.R. §11130, Sec. 20, 8 C.C.R. §11140, Sec. 18, and other default civil penalties for the Released PAGA Claims available under California Labor Code §2699.

5.3 Construction. The Parties intend that this release be construed as broadly as possible. The release excludes the release of claims not permitted by law.

5.4 Resolution of Good Faith Dispute. The Parties warrant and represent that the releases for Participating Class Members and Aggrieved Employees resolve, pursuant to Labor Code §§206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed by Defendant to Participating Class Members / Aggrieved Employees through their last day of employment with Defendant within the Class Period and PAGA Period.

///

///

6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”). Defendant shall not oppose the motion, to the extent consistent with this Agreement.

6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code §2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration from Plaintiff confirming her willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; and (vii) proof of Plaintiff’s timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code §2699.3, subd. (a)), Operative Complaint (Labor Code §2699, subd. (l)(1)), and this Agreement (Labor Code §2699, subd. (l)(2))).

6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement, or within 20 days of the filing of the Second Amended Complaint, whichever is later; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

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

in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. However, no Party shall be obligated to consent to any material change (including but not limited to changes to the Gross Settlement Amount or the releases set forth herein) in the Agreement, whether or not such material change is caused or requested by the Court.

7. SETTLEMENT ADMINISTRATION

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

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

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

7.4. Notice to Class Members.

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

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 30 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet substantially in the forms attached to this Agreement as Exhibits A, B, C, and D. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Class Pay Periods and PAGA Pay Periods (if applicable) used to calculate these amounts.

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

7.4.4. The deadlines for Class Members’ written objections, Challenges to Class Pay Periods and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Notice Packet.

7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Notice Packet, the Parties will expeditiously meet and confer in person, by telephone, or via email, and in good faith in an effort to agree

on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Notice Packet requiring them to exercise options under this Agreement within the timeframes applicable to Class Members whose Notice Packet is re-mailed by the Administrator.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. A Request for Exclusion form, attached as Exhibit B, may be used for this purpose but is not required.

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

///

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members’ Releases under Section 5.4.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Notice Packet, an Individual Settlement Payment, objects to the settlement, or disputes the pay periods set forth in the Class Notice.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.5.5. All Aggrieved Employees are entitled to all benefits and bound by all terms and conditions of the Settlement as they pertain to PAGA claims, including the Aggrieved Employees’ Releases under Section 5.2.2 of this Agreement, regardless of whether the Aggrieved Employee actually receives the Notice Packet, an Individual PAGA Payment, objects to the settlement, or disputes the pay periods set forth in the Class Notice.

7.6. Challenges to Calculation of Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. A Pay Period Dispute form, attached as Exhibit C, may be used for this purpose but is not required. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Pay Periods and PAGA Pay Periods contained in the Class Data are correct. The Administrator’s determination of each Class Member’s allocation of Class Pay

Periods and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Pay Periods and/or PAGA Pay Periods and the Administrator's determination as to such challenges to Defense Counsel and Class Counsel, except that any information provided to Class Counsel in relation to pay period disputes shall not contain any personal identifying information (e.g., names and contact information) of the Class Members.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached as Exhibit D may be used for this purpose, but is not required.

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

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

///

1 **7.8.1. Email Address, Fax Number, and Toll-Free Number.** The Administrator will
2 establish and maintain and use an email address, fax number, and a toll-free
3 telephone number to receive Class Member emails, faxes, and calls.

4 **7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will
5 promptly review Requests for Exclusion to ascertain their validity. Not later than 5
6 days after the expiration of the deadline for submitting Requests for Exclusion, the
7 Administrator shall email a list to Defense Counsel containing (a) the names and
8 other identifying information of Class Members who have timely submitted valid
9 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
10 information of Class Members who have submitted invalid Requests for Exclusion;
11 and, (c) copies of all Requests for Exclusion documentation submitted (whether
12 valid or invalid). Upon request, the Administrator may provide summary
13 information regarding the information described in this section to Class Counsel, but
14 shall not provide any personal identifying information (e.g., names and contact
15 information) to Class Counsel.

16 **7.8.3. Weekly Reports.** The Administrator must, on a weekly basis, provide written reports
17 to Class Counsel and Defense Counsel that, among other things, tally the number of:
18 Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests
19 for Exclusion (whether valid or invalid) received, objections received, challenges to
20 Class Pay Periods and/or PAGA Pay Periods received and/or resolved, and checks
21 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
22 Report”). The Weekly Reports must include the Administrator’s assessment of the
23 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
24 and objections received.

25 **7.8.4. Class Pay Period and/or PAGA Pay Period Challenges.** The Administrator shall
26 consult with Class Counsel and Defense Counsel in an attempt to resolve any such
27 challenges; although the Administrator has the authority to address and make final
28

decisions consistent with the terms of this Agreement on all Class Member challenges regarding the calculation of Class Pay Periods and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 21 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with its obligations under this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections received. The Administrator shall provide along with such declaration the Exclusion List with all personal identifying information (e.g., names and contact information) redacted. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Administrator. Within 10 days after the Administrator disburses the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements. All personal identifying information (e.g., names and contact information) shall be redacted from the report. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

///

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. If the actual number of Class Pay Periods exceeds 7,303 by 20-percent (the “Escalator Threshold”), the Gross Settlement Amount may, subject to Defendant’s election, increase proportionally by either (a) the Gross Settlement Funds will be increased on a pro rata basis equal to the percentage increase in the number of pay periods above the Escalator Threshold (e.g., if the Escalator Threshold is exceeded by 1%, the Gross Settlement Fund will increase by 1%), or (b) the Class Period will end as of the date of the twenty percent (20%) threshold was reached (i.e., the date on which the pay periods total reached the Escalator Threshold) and such date shall be referred to as the “Alternate Class Action Settlement Period End Date.”

9. DEFENDANT’S RIGHT TO WITHDRAW. Defendant shall have the right at its sole discretion to terminate the settlement if more than 5% of Class Members timely elect to exclude themselves from the Settlement, as determined by the Administrator. If Defendant exercises its right under this Section, Defendant shall be solely liable for administrative costs incurred by the Administrator. Defendant must exercise Defendant’s right to terminate the settlement in a writing to Class Counsel stating an intention to terminate the Settlement within 21-days of receiving the final Exclusion List from the Administrator.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code §2699, subd. (l), a proposed Final Approval order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 working days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in

Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Agreement (including but not limited to the scope of the releases or changes to the Gross Settlement Amount), the Parties shall expeditiously work together in good faith to address the Court’s concerns and endeavor to revise the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this section. No Party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court.

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

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate court vacates, reverses, or modifies the Judgment in a manner that requires a

material modification of this Agreement (including, but not limited to, the scope of releases or changes to the Gross Settlement Amount), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, the Class Counsel Fees Payment, and/or the Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this section, as long as the Gross Settlement Amount remains unchanged. However, no party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the reviewing Court.

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

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted. Nor shall this Agreement be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, Defendant reserve all available defenses to the claims in the Action, and Plaintiff reserves the

right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality. Prior to preliminary approval, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or, (6) to Class Members for purposes of informing them about this Settlement and its procedures. After preliminary approval, Class Counsel shall not disclose this Settlement to current or former employees of Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to Class Counsel's obligation of confidentiality after preliminary approval are (i) disclosures necessary to comply with the law, judicial processes, or for financial planning or tax preparation purposes; (ii) to the extent needed to enforce this Agreement; (iii) disclosures to a court for purposes of describing its qualifications as counsel; or, (iv) to Class Members for purposes of informing them about this Settlement and its procedures. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information.

12.3. No Solicitation. The Parties agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict the Parties' or their respective counsel's ability to communicate with Class Members for purposes of informing them about this Settlement and its procedures.

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

12.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Laurie Saldana and/or the Court for resolution. Nothing in this section shall be construed as obligating the Parties to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court or the reviewing Court.

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

12.7. No Tax Advice. Plaintiff, Class Counsel, Defendant, and Defense Counsel are not providing any advice regarding taxes or taxability, nor shall anything in this

///

Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

12.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

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

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

12.13. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Effective Date, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Effective Date, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

///

12.14. No Public Comment: The Parties and their counsel agree that they will not post any information on websites (other than the Fresno Superior Court website and the Settlement Administrator’s website) in any other public forum, issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the settlement.

12.15. Failure to Obtain Final Approval. If the Court fails to grant either preliminary or final approval, the Parties shall be restored to their positions at the time of the execution of this memorandum, which shall include but not be limited to, all funds paid by Defendant shall be returned to Defendant, with the exception that if any settlement administration costs are due and payable, Plaintiff and Defendant agree to split those costs. Moreover, no member of the Parties will be deemed to be bound by any of the representations contained herein.

12.16. Headings. The descriptive heading of any section or section of this Agreement is inserted for convenience of reference only.

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

12.18. Notice. All written notices, demands or other communications between the Parties in connection with this Agreement shall be addressed as follows:

To Plaintiff: Lenden F. Webb, Esq., Katherine E. Cervantes, Esq.

WEBB LAW GROUP, APC

446 Fallbrook Avenue, Suite 102

Fresno, CA 93711

Email: Lwebb@webblawgroup.com;

KCervantes@WebbLawGroup.com; service@webblawgroup.com

To Plaintiff: Brooke B. Nevels, Esq., Christopher E. Nichols, Esq.

NEVELS NICHOLS, LLP

10650 Treena Street, Suite 212

San Diego, CA 92131

Email: BNevels@NevelsNichols.com, CNichols@NevelsNichols.com,

Service@NevelsNichols.com

To Defendant: Mark D. Kruthers Esq., Daniel C. Stein, Esq.

FENNEMORE LLP

8080 N Palm Avenue

Fresno, CA 93711

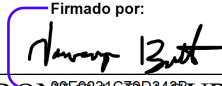
Email: mkruthers@fennmorelaw.com ; stein@fennorelaw.com

12.19. Notice. All written notices, demands or other communications between the Parties in connection with this Agreement shall be addressed as follows:

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

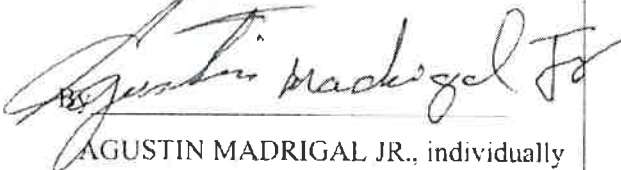
Dated: 06/13/2025

PLAINTIFF

Firmado por:
By 
VERONICA BASURTO PIMENTEL

1 Dated: 6/23/25

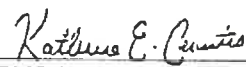
DEFENDANT

2
3 By 

4 AGUSTIN MADRIGAL JR., individually
5 and doing business as El Dorado Farm
6 Labor

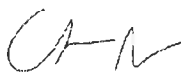
7
8
9 Dated: June 13, 2025

WEBB LAW GROUP, APC

10
11 By 
12 LENDEN F. WEBB
13 KATHERINE E. CERVANTES
14 Attorneys for Plaintiff

15
16 Dated: June 13, 2025

NEVELS NICHOLS, LLP

17
18 By 
19 BROOKE B. NEVELS
20 CHRISTOPHER E. NICHOLS
21 Attorneys for Plaintiff

22 Dated: June 24, 2025

FENNEMORE LLP

23
24 By 
25 MARK D. KARUTHERS
26 DANIEL C. STEIN 
27 Attorneys for Defendant

28
CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT

EXHIBIT A

**THIS IS AN IMPORTANT COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Veronica Basurto Pimentel v. Agustin Madrigal, Jr.
Fresno Superior Court Case No.: 24CECG00675

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued. Your
rights will be affected by this notice and settlement.***

If you worked as a non-exempt hourly employee for Agustin Madrigal, Jr. dba El Dorado Farm Labor in California at any time from February 15, 2020, through [DATE], you are eligible to receive compensation from a class action and Private Attorneys General Act settlement.

- You have been identified as a Class Member (defined below) in a Lawsuit (defined below) brought by a former employee, Veronica Basurto Pimentel (“Plaintiff”), of Agustin Madrigal, Jr. dba El Dorado Farm Labor (“Defendant”).
- Defendant denies all allegations and contends it has complied with California law at all relevant times. However, to avoid the continuing expense of litigation, the Parties have reached a settlement of highly disputed claims (the “Settlement”). The Court has preliminarily approved the Settlement, finding it to be fair, reasonable, adequate, and in the best interests of the Class Members.
- The Class Settlement will affect all of Defendant’s non-exempt hourly California employees from February 15, 2020, through **March 7, 2025** (the “Class Period”). The PAGA Settlement will affect all of Defendant’s non-exempt hourly California employees from April 23, 2023, through **March 7, 2025** (the “PAGA Period”).
- If the Court grants final approval of the Settlement, you will receive a settlement payment.

YOUR LEGAL RIGHTS AND OPTIONS	
<u>OPTION 1:</u> <u>PARTICIPATE IN THE SETTLEMENT – NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (defined below), will receive a settlement payment, and will give up certain rights to sue or continue to sue Defendant separately about the legal claims raised in this Lawsuit including Class Period wage claims and PAGA Period penalty claims against Defendant.
<u>OPTION 2:</u> <u>OBJECT TO THE SETTLEMENT – ACTION REQUIRED</u>	Stay in this Lawsuit. May give up certain rights. If you object to the Settlement, you will remain a member of the Class (defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.
<u>OPTION 3:</u> <u>ASK TO BE EXCLUDED – ACTION REQUIRED</u>	Opt out of the Settlement. Receive no payment from the settlement for the Class Claims (defined below), but receive an individual settlement share for civil penalties

	under the California Private Attorneys General Act of 2004 (“PAGA”). Keep rights to individually pursue only the Class Claims. If you opt out of the Settlement, you won’t receive any share of the payment related to the settlement of the Class Claims, but you retain the right to sue Defendant separately regarding your individual claims. However, even if you opt out, you will still receive an individual settlement share for claims for civil penalties pursuant to PAGA and will be deemed to have released the PAGA claims.
--	---

- To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact Class Counsel (defined below) or the Settlement Administrator (defined below).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3-5

1. Why did I get this notice?
2. What is the Lawsuit about?
3. What is a class action and who is involved?
4. Why is this Lawsuit a class action?
5. What are the terms of the proposed Settlement?

WHO IS IN THE CLASS PAGE 5

6. Am I part of this Class?
7. I’m still not sure if I am included.

YOUR RIGHTS AND OPTIONS PAGE 5-7

8. What is my approximate Individual Settlement Payment?
9. What rights am I releasing if I participate in the Settlement?
10. How do I object to the Settlement?
11. Why would I ask to be excluded?
12. How do I ask to be excluded from the Class?

THE LAWYERS REPRESENTING YOU PAGE 8

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS PAGE 8

15. Who is handling the settlement administration process?
16. When is the Final Approval Hearing and do I have to attend?
17. When will I get money after the hearing?

GETTING MORE INFORMATION.....PAGE 8-9

18. Are more details available?

BASIC INFORMATION

1. Why did I get this notice?

Records show that you are a potential member of the Class because you worked for Defendant in California as a non-exempt employee during the Class Period. The Court has given preliminary approval to the Settlement of a class action lawsuit that may affect your legal rights and ordered that this Notice be sent to you to explain your rights in connection with the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable; the Court has not made any ruling on the merits of Plaintiff's claims or Defendant's defenses.

The lawsuit consists of the action entitled *Veronica Basurto Pimentel v. Agustin Madrigal, Jr.* Fresno Superior Court Case No.: 24CECG006751 (the "Lawsuit"). You can view the Lawsuit's records online by visiting the Court's website (<https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/>) , , clicking on the "smart search" tab, and then entering the Case Number in the search box.

2. What is this Lawsuit about?

The Lawsuit is about whether Defendant failed to pay minimum, regular, overtime, double time, and other wages for all hours worked, failed to provide proper meal, rest, and recovery breaks, failed to provide accurate itemized wage statements, failed to pay all wages timely during employment or upon separation of employment, , failed to reimburse business expenses, and committed related employment-law violations under applicable California laws as to its non-exempt employees. Based on these alleged violations, the Lawsuit also alleges violations of California's Unfair Competition Law ("UCL") and seeks penalties under California's Private Attorneys General Act.

Defendant denies any liability or wrongdoing associated with the claims alleged in the Lawsuit. No court or other trier of fact has made a determination that Defendant has done anything wrong or owes money to you or anyone else.

3. What is a class action and who is involved?

In an employment class action lawsuit such as this, a person called the "Class Representative" sues his or her employer or former employer on behalf of other current or former employees who may have similar claims. The people who may have similar claims are called "Class Members," and Class Members are collectively referred to as "the Class." The Class Representative is also called the Plaintiff. There is one Class Representative in this Action, Veronica Basurto Pimentel. The employer sued (Augustin Madrigal Jr. dba El Dorado Farm Labor) is called the Defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement, Plaintiff and Defendant agreed to conditionally certify the Lawsuit as a class action for all of Plaintiff's alleged claims for settlement purposes only and to ask the Court to approve the Settlement.

By agreeing to the terms of the settlement, Defendant does not admit any of the allegations in this Action,

that it has done anything wrong, or that any Class Member has suffered any damage. Defendant settled this case to avoid additional expense, inconvenience, and interference with its business operations that would ensue if the Lawsuit continued. The Court has not ruled on the merits of Plaintiff's claims or the defenses of Defendant. Defendant retains the right to defend itself against any of the allegations involved in the Lawsuit if for any reason the Settlement is not approved by the Court.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. Defendant has agreed to pay \$285,000.00. This \$285,000.00 total settlement figure is known as the "Gross Settlement Amount," unless increased on a pro rata basis according to the terms of the Settlement Agreement.
2. Plaintiff Veronica Basurto Pimentel has agreed to a general release of all of her claims against Defendant.
3. Plaintiff seeks the following allocation of the Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (or currently approximately \$95,000.00) for Class Counsel's attorneys' fees;
 - b. Up to **\$10,000.00** for reimbursement of Class Counsel's litigation costs;
 - c. An enhancement payment of up to \$5,000 for Plaintiff Veronica Basurto Pimentel for dedicating personal time and performing work in connection with the Lawsuit, assisting Class Counsel in investigating the alleged claims, being available to answer Class Counsel's questions, providing a general release of claims, and undertaking the risks of filing the Lawsuit;
 - d. All costs of the Settlement Administrator, which are currently estimated to be no more than \$9,000.00; and
 - e. \$14,250.00 as PAGA civil penalties. Per Labor Code Section 2699(i), seventy-five percent (75%) of this amount (\$10,687.50.) will be payable to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of this amount (\$3,562.50) will be payable to certain members of the Class who worked during the PAGA Period as the "PAGA Amount."
4. After the above deductions from the Gross Settlement Amount, the remaining funds will be distributed to Class Members on a pro rata basis. To ensure timely payment, please contact and inform the Settlement Administrator listed in Section 18, below, of any changes to your mailing address.

If the Court approves this proposed allocation, the Parties estimate that **\$** (the "Net Settlement Amount") will be distributed to Class Members who do not request exclusion (the "Participating Class Members") according to the following formula:

Dividing the Net Settlement Amount by the total number of Class Pay Periods (defined as any pay period during which an employee was employed directly by Defendant during the Class Period and received payment for wages for work performed with the pay period) worked by all Class Members during the Class Period and multiplying the result by each Class Member's Class Pay Periods.

The Net Settlement Amount will be dispersed to Participating Class Members in two payments taking place approximately one year apart. The first payment will be mailed to Participating Class Members on or around [DATE]. The second payment will be mailed to Participating Class Members on or around [DATE].

The PAGA Amount will be distributed to Aggrieved Employees according to the following formula:

Dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,562.50) by the total number of PAGA Pay Periods (defined as any pay period during which an employee was employed directly by Defendant during the PAGA Period and received payment for wages for work performed within the pay period) worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

Your estimated Individual Settlement Payment and Individual PAGA Payment is listed in Section 8 of this Notice. Employee-side payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 10% allocated to wages, and 95% allocated to penalties and interest. Your Individual PAGA Payment is payable as 100% penalties, and thus will not be subject to employee-side payroll deductions. Defendant will pay employer-side taxes separate and apart from the Gross Settlement Amount.

Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The "Settlement Class" consists of all persons who worked as non-exempt hourly employees in California for Defendant at any time February 15, 2020 through **March 7, 2025**.

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Simpluris Inc., the "Settlement Administrator," at the designated phone number for this matter at **[insert telephone number]**, or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at (619) 399-7700.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, object to the Settlement, or ask to be excluded from the

Settlement. These options are further explained below, including the dates by which you need to take any action.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, your total number of Qualifying Workweeks during the Class Period is [REDACTED] and Qualifying Pay Periods during the PAGA Period is [REDACTED]. As a result, your estimated Individual Class Payment will be \$ [REDACTED], less applicable withholdings. Further, your estimated Individual PAGA Payment will be \$ [REDACTED].

You do not need to do anything further to receive your Individual Class Payment and Individual PAGA Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 18, below, of any changes to your mailing address for timely payment.

If you believe your total number of Class Pay Periods or PAGA Pay Periods (shown above) is not accurate, you may submit a signed written dispute to the Settlement Administrator, indicating what you believe is the correct number of Class Pay Periods or PAGA Pay Periods. Please be advised that your number of Class Pay Periods and PAGA Pay Periods are presumed to be correct, unless you submit documents to support your contention to the Settlement Administrator no later than [DATE]. A sample pay dispute form you can use for these purposes is enclosed with this notice as **Exhibit A**.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement, each Class Member who does not validly opt-out will be mailed an Individual Class Payment. If the Court grants final approval of the Settlement, each Aggrieved Employee will be mailed an Individual PAGA Payment, regardless of any election to opt-out.

In addition, each Class Member who does not validly opt-out and each Aggrieved Employee will be deemed to release the Released Parties from the Released Class Claims and Released PAGA Claims, as of the Effective Date of the Settlement. If a Class Member opts out, then he/she will be deemed to release the Released Parties from only the Released PAGA Claims.

- The **Effective Date** means the date by when both of the following have occurred (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Members object to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or, (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- The **Released Parties** includes Defendant together with Defendant's present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and former owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for claims released by Plaintiff, or the Released Class Claims and Released PAGA Claims, could be assigned

pursuant to Labor Code §558.1, or on a joint- employer, alter-ego, or other vicarious liability theory.

- The **“Released Class Claims”** means i) All claims relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements; all claims relating to the reimbursement of necessary business expenses; all claims relating to the deduction of wages; and all claims relating to unfair business practices resulting from any of the foregoing. ii) All claims arising under California Labor Code §§201, 202, 203, 204, , 226, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802;; California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and related claims under the applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, et seq.). iii) All remedies associated with any of the claims described herein, including but not limited to compensatory, consequential, incidental, liquidated, and punitive damages; penalties (whether statutory or civil) restitution; interest; costs; attorneys’ fees; injunctive or other equitable relief.
- The **Released PAGA Claims** means All claims for civil penalties recoverable under PAGA relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for civil penalties recoverable under PAGA related to the timeliness of wage payments (whether regular or final wages); all claims for civil penalties recoverable under PAGA relating to the failure to provide compliant meal, rest, and recovery periods; all claims for civil penalties recoverable under PAGA relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for civil penalties recoverable under PAGA relating to the provision of wage statements; all claims for civil penalties recoverable under PAGA relating to the failure to maintain accurate employment records; all claims for civil penalties recoverable under PAGA relating to the reimbursement of necessary business expenses; and all claims for civil penalties recoverable under PAGA relating to the deduction of wages. Without limiting the foregoing, Released PAGA Claims shall include claims for civil penalties under California Labor Code §§203, 210, 225.5, 226, 226.3, 248.5, 558, 1174.5, 1197.1, 8 C.C.R. §11130, Sec. 20, 8 C.C.R. §11140, Sec. 18, and other default civil penalties for the Released PAGA Claims available under California Labor Code §2699.

This release, described above, explicitly excludes the release of claims not permitted by law. The claims described above are the Class Claims and PAGA Claims.

For members of the Class who do not validly opt out, the release period shall run from February 15, 2020 through **March 7, 2025** (“Class Period”). For Aggrieved Employees, the release period shall run from April 23, 2023, through **March 7, 2025** (“PAGA Period”).

“Aggrieved Employees” means a person directly employed by Defendant in California and classified as a non-exempt employee who worked during the PAGA Period.

The proposed Settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA Claim. Thus, if the Court approves this Settlement, then even if you request exclusion from the Settlement, you will still receive an individual settlement share for the PAGA Claims and will be deemed to have released the PAGA Claims. A request for exclusion will preserve your right to individually pursue only the remaining Class Claims.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out).

If you submit both a request for exclusion and an objection, you will be excluded from the Settlement (see sections 11 and 12 below), and your objection will not be considered.

To object, mail a written objection to the Settlement Administrator (at the address in Section 18, below) setting forth the grounds of objection, along with any supporting documents postmarked no later than **[DATE]**, which is 45 days from the date that this Notice was mailed. An objection form you can use to object to the settlement, if desired, is enclosed with this notice as **Exhibit B**.

All written objections must be signed and must contain your address, telephone number, and a reference to the Lawsuit. You may also appear personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court. If you object, but the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as a Class Member who does not object.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class — sometimes called “opting-out” of the Class — you will only receive an individual settlement share for the PAGA claims and will not receive any compensation from the Settlement for the Class Claims. If you exclude yourself, you will not be legally bound by the Court’s disposition of the Class Claims, but you will still be deemed to have released the PAGA Claims.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to submit the Exclusion Form that is enclosed with this notice as **Exhibit C**. To exclude yourself from the Settlement, you must mail your completed Exclusion Form to the Settlement Administrator at the address below in Section 18, and it must be postmarked on or before **[DATE]**. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will only receive an individual settlement share for the PAGA claims, will release only his or her PAGA Released Claims, will not receive any compensation from the Settlement for the Class claims, and will not have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before **[DATE]**, will be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Court approves the Settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court preliminarily decided that the law firms of Webb Law Group, APC, and Nevels Nichols, LLP are qualified to represent you and all Class Members in this Lawsuit. These law firms are also called “Class Counsel” in the context of this case.

14. How will the lawyers be paid?

As part of the Settlement with Defendants, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to approximately \$95,000.00) in attorneys’ fees, plus costs not to exceed **\$10,000** to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel’s fees and costs from your Individual Settlement Payment.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

15. Who is handling the Settlement Administration process?

The Settlement Administrator, Simpluris Inc., will handle the process. The Settlement Administrator’s contact information is provided in Section 18, below.

16. When is the Final Approval Hearing and do I have to attend?

The Final Approval Hearing has been set for **[DATE]**, at **[TIME]** .m. in Department **_____** of the Superior Court of the State of California, County of Fresno, located 1130 O Street Amador Street Fresno, CA 9372. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. If physical access to the Court is restricted due to COVID-19 or other reasons, please contact the Settlement Administrator regarding alternative options to appear at the hearing.

17. When will I get money after the hearing?

Your Individual Class Payment from the Net Settlement Amount and Individual PAGA Payment will be made **_____**

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the moneys will be sent to

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

What if I Lose My Settlement Check? If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for

instructions on how to retrieve the funds.

What if I Change My Address? To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

GETTING MORE INFORMATION

18. Are more details available?

A copy of the entire Settlement Agreement was filed in this case as Exhibit to the Declaration of Christopher E. Nichols in Support of Motion for Preliminary Approval, filed on [DATE].

You may contact the Settlement Administrator, whose contact information is below:

[INSERT ADMINISTRATOR]

[ADDRESS]

[PHONE]

[FAX]

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT REGARDING THIS NOTICE OR THE LAWSUIT.

EXHIBIT B

Veronica Basurto Pimentel v. Agustin Madrigal, Jr.
Fresno Superior Court Case No.: 24CECG00675

EXCLUSION FORM

MAIL OR FAX TO:

c/o [Administrator]

P.O. Box *****

***** , CA *****

Fax: (***) ***-****

YOU DO NOT NEED TO COMPLETE THIS FORM TO RECEIVE MONEY FROM THE SETTLEMENT.

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE COMPENSATION FROM THE SETTLEMENT FOR THE CLASS ACTION CLAIMS. YOUR REQUEST TO BE EXCLUDE WILL ONLY APPLY TO THE SETTLEMENT OF THE CLASS ACTION CLAIMS, IT WILL NOT APPLY TO THE SETTLEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT CLAIM.

I, _____, request to be excluded from the Settlement Class in the matter of *Veronica Basurto Pimentel v. Agustin Madrigal, Jr* Fresno County Superior Court Case No.: 24CECG00675.

I understand that by submitting this Exclusion Form, I will no longer be eligible for compensation from the settlement for the class action claims.

Printed Name

Date

Signature

Last Four Digits of Social Security Number

By signing this form, I hereby certify that I request exclusion from the settlement of the class action claims as specified above and that the last four digits of my social security number are true and accurate to the best of my knowledge.

TO BE TIMELY, A REQUEST SUBMITTED BY FAX MUST BE SENT ON OR BEFORE **DATE**. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE **DATE**. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

c/o [Administrador]

P.O. Box *****

***** , CA *****

Fax: (***) ***-****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

EXHIBIT C

Veronica Basurto Pimentel v. Agustin Madrigal, Jr.
Fresno Superior Court Case No.: 24CECG00675
PAY PERIOD DISPUTE FORM

MAIL OR FAX TO:

c/o [Administrator]
P.O. Box *****
***** , CA *****
Fax: (***) ***-*****

YOU DO NOT NEED TO COMPLETE THIS FORM TO RECEIVE MONEY FROM THE SETTLEMENT.

COMPLETE THIS FORM **ONLY IF** YOU WISH TO DISPUTE THE CLASS PAY PERIODS AND/OR PAGA PAY PERIODS ATTRIBUTED TO YOU IN SECTION 8 OF THE CLASS NOTICE. IF YOU BELIEVE THESE FIGURES ARE CORRECT, YOU DO NOT HAVE TO DO ANYTHING.

I, _____, dispute the number of Class Pay Periods and/or PAGA Pay Periods attributed to me in Section 8 of the Class Notice I received.

☐ I wish to dispute the number of Class Pay Periods listed in Section 8 of the Class Notice I received. I believe the correct amount of my Class Pay Periods is _____.

☐ I wish to dispute the number of PAGA Pay Periods listed in Section 8 of the Class Notice I received. I believe the correct amount of my PAGA Pay Periods is _____.

Please provide all supporting documentation along with this form, such as payroll records, paystubs, or related information.

By signing this form, I authorize the Settlement Administrator identified below to review my records and make a determination as to the validity of my dispute based upon a review of Augustin Madrigal Jr.dba El Dorado Farm Labor's records, my dispute form, and the supporting documentation submitted. I understand that the Settlement Administrator's decision with respect to my Class Pay Periods and/or PAGA Pay Periods is final and not subject to review.

Printed Name

Date

Signature

Last Four Digits of Social Security Number

TO BE TIMELY, A REQUEST SUBMITTED BY FAX MUST BE SENT ON OR BEFORE **DATE**. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE **DATE**. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

c/o [Administrador]
P.O. Box *****
***** , CA *****
Fax: (***) ***-*****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

EXHIBIT D

Veronica Basurto Pimentel v. Agustin Madrigal, Jr.
Fresno Superior Court Case No.: 24CECG00675

OBJECTION FORM

MAIL OR FAX TO:

c/o [Administrator]
P.O. Box *****
*****, CA *****
Fax: (***) ***-****

YOU DO NOT NEED TO COMPLETE THIS FORM TO RECEIVE MONEY FROM THE SETTLEMENT.

COMPLETE THIS FORM **ONLY IF** YOU WISH TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU WISH TO OBJECT, YOU MUST COMPLETELY FILL OUT THIS FORM.

I, _____, object to the Settlement in the matter of *Veronica Basurto Pimentel v. Agustin Madrigal, Jr* Fresno County Superior Court Case No.: 24CECG00675.

The basis for my objection is as follows: _____

By signing this form, I understand that the Court will consider my objection at the Final Approval Hearing. I further understand that the failure to complete this form fully or the failure to send it to the administrator in a timely manner will result in the Court declaring my objection null, void, and without effect.

Printed Name

Date

Signature

Last Four Digits of Social Security Number

TO BE TIMELY, A REQUEST SUBMITTED BY FAX MUST BE SENT ON OR BEFORE **DATE**. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE **DATE**. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

c/o [Administrator]
P.O. Box *****
*****, CA *****
Fax: (***) ***-****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

EXHIBIT 2

CLASS ACTIONS CASES

Class Counsel

1. *Johnson v. KTS Transportation*, San Diego County 37-2016-00013606-CU-OE-CTL
2. *Ruben Bustoz & Vince Velarde v. Belmont Park Entertainment*, San Diego County, 37-2016-00013961-CU-OE-CTL
3. *Michael Clark v MS Fire Protection, Inc.*, Fresno County, 18CECG02823
4. *Gerry Craft, et. al. v. Green Shield Security*, San Diego County, 37-2016-00018493-CU-OE-CTL
5. *Alma Ramos v. SmileCare*, Fresno County Court, 13CECG00517
6. *Matthew Conners v. Mission Valley Kilt, LLC*, San Diego Court 37-2015-00036888-CU-OE-CTL
7. *Fernando Cuenca v. East Village Kilt, L.P*, San Diego Court, 37-2016-00009130-CU-OE-CTL
8. *Laramie Lawrenz v. BlackTalon Enterprises, Inc.*, County of Sonoma, SCV-258205
9. *Erick Gomez v. Tough Turtle*, San Diego County, 37-2016-00026760-CU-OE-CTL
10. *Michelle Fernandez v. Suburban Propane, L.P.*, Fresno County, 16CECG00418
11. *Layla Peckler v. Macys West Stores, Inc*, Fresno County 17CECG02571
12. *Felix Guevara v. Royal Security*, Fresno County, 19CECG00216
13. *Jeremy Vannest v. Direct Dairy Transport, LLC.*, Merced County, 18CV-03599
14. *Samantha Howell v. Correa Management, Inc.; Sombrero Mexican Food; Sombrero Sports Arena*; San Diego County, 37-2015-00037098-CU-OE-CTL
15. *Holly Rodems v. Chico's Fas, Inc.*, Fresno County, 16CECG01909
16. *Kerkorian v. Samsung*, Easter District Fresno County, 1:18-cv-00870-DAD-SKO
17. *Layla Peckler v. Ulta Cosmetics*, Eastern District Fresno County 1:17-cv-01206-BAM
18. *Deborah Santos vs Three Palms Mobile Home & RV Park*, Fresno County, 15CECG03927
19. *Joshua Richmond vs ING Bank, FSB dba ING Direct*, San Diego County 37-2013-00038893-CU-BT-CTL
20. *Richard Vogel v Price-Simms, Inc*, Santa Clara County 114CV261268
21. *Joaquin Taylor v. Regents of the University of California*, Merced County 18CV-02499
22. *Roslene Curtis v. 424 Market, et. al*, San Diego County 37-2018-00028526-CU-PO-CTL
23. *Bri Seltzer v. Forever 21*, Fresno County 12CECG00483
24. *John Pickens v. Alorica, Inc.*, Eastern District 15-cv-00622
25. *William Sullivan v. Lyon* (Orange County) 30-2013- -00649432-CU-BT-CXC
26. *Castillo v. A.J. Kirkwood & Associates, Inc.*, (LA) Case No. 19STCV04435
27. *Martinez v. Faria No. 1 Limited Partners*, Tulare County Case No. VCU281473
28. *Chi v. Community Reginal Anesthesia Medical Group, et al.*, Fresno County Case No. 20CECG00029
29. *Lopez v. Hy-Lang Electric California, Inc.*, San Diego County Case No. 37-2020-00012543

30. *Shirley Brown v. ESA Management, LLC.*, San Joaquin County Case No. STK-CV-UOE-2019-7162
31. *Fernando Cuenca, et al. v. East Village Kilt, LP, et al.*, San Diego County Case No. 37-2016-00009130-CU-OE-CTL
32. *Andre Castillo v. A.J. Kirkwood & Associates Inc.*, Los Angeles County Case No. 19STCV04435
33. *Tawajanae Stevenson v. Mother's Nutritional Center Inc.*, Los Angeles County, Case No. 19STCV36472
34. *Ezekiel H. Trezevant IV v. Legends Sales Marketing, LLC*, Los Angeles County Case No. 20STCV45378
35. *Alexander Brick v. California Hydronics Co.*, Alameda County Case No. 22CV018191
36. *Susan Rodriguez v. Mirabella Farms, Inc.*, Fresno County Case No. 23CECG00442
37. *Veronica Basurto Pimentel v. Agustin Madrigal Jr.*, Fresno County Case No. 24CECG00675

Class Action Defense Counsel

1. *Jennifer Pelayo v. Lucky Chinese Food*, San Diego County – Central, 37-2016-00016342-CU-OE-CTL.
2. *Rutledge v. Ameriguard San Diego County*, 37-2010-0008612-CU-OE-CTL
3. *Garry A. Bailey, et al v Charles Everette Rose, et al*, San Diego County, 37-2016-00023337-CU-EN-CTL
4. *Ebony Ayers v. Carr Bazaar*, Fresno County 06CECG03279
5. *Ludie Ackerman v. Chico's FAS, Inc.*, Los Angeles County Case No. BC 586078
6. *Marco Torres v. Metro Security Group, Inc.*, Los Angeles County Case No. 19STCV21114
7. *Steven Frye v. Reactor, Inc., et al.*, San Diego County Case No. 37-2020-00047212-CU-CR-CTL

EXHIBIT 3

User	Date	Description	Quantit	Rate (\$)	Billable (\$)
Casey McGee	1/2/24	Soft Background Report for Agustin Madrigal.	1	\$25.00	\$25.00
Casey McGee	1/2/24	Soft Background Report on El Dorado Farm Labor.	1	\$25.00	\$25.00
Andrea Blanco	1/30/24	Farms.	1	\$8.93	\$8.93
Priscilla Glaze	2/9/24	22207678.	1	\$13.85	\$13.85
Abril Alonso	2/21/24	22243146.	1	\$1,495.04	\$1,495.04
Priscilla Glaze	3/4/24	One Legal filing fee for proof of personal service of Summons and Complaint on Defendant. 22363744.	1	\$17.05	\$17.05
Priscilla Glaze	3/4/24	Eddings Attorney Srvices for process service for the personal service of the Summons and Complaint on Defendant. E435082-01	1	\$89.50	\$89.50
Priscilla Glaze	4/18/24	One Legal filing fee for Notice of Change in Handling Firm and Association of Counsel; Request for Entry of Default. 22607149.	1	\$17.55	\$17.55
Priscilla Glaze	4/23/24	PAGA filing fee for PAGA Notice. (Order #: ORD-000280081)	1	\$75.00	\$75.00
Jocelyn Arteaga	5/28/24	One Legal filing fee regarding Case Management Statement and Notice of Jury Fee Deposit 22996278.	1	\$172.13	\$172.13
Morgan Edgar	7/12/24	Odyssey filing fee for First Amended Complaint.	1	\$3.60	\$3.60
Abril Alonso	7/17/24	23316235.	1	\$17.55	\$17.55
Jocelyn Arteaga	9/26/24	One Legal filing fee regarding Case Management Statement. 23818477.	1	\$17.76	\$17.76
Abril Alonso	10/10/24	One Legal filing fee for Notice and Proposed Order. 23910972.	1	\$17.76	\$17.76
Jocelyn Arteaga	1/13/25	One Legal filing fee for Case Management Statement. 24491772.	1	\$21.11	\$21.11
Jocelyn Arteaga	8/21/25	CA: File To Existing - #20499256 - Veronica Pimentel vs. Agustin Madrigal, JR / CO...: Case Management Statement (1 filing)	1	\$22.89	\$22.89
Abril Alonso	9/8/25	One Legal filing fee for Notice of Remote Appearance. 26227180.	1	\$15.75	\$15.75
Abril Alonso	9/24/25	One Legal filing fee for Order regarding Remote Appearance. 26356012.	1	\$21.88	\$21.88
Katherine Cervant	11/7/25	Mediation fee.	1	\$2,500.00	\$2,500.00
				TOTAL	\$4,577.35

EXHIBIT 4

User	Date	Description	Hours	Rate (\$)	Billable (\$)	Non-billable (\$)
Luis Medrano	1/30/24	(PCD 0.1) Analyze complaint checklist to ensure all applicable items have been included in the Complaint.	0.2	\$195.00	\$19.50	\$19.50
Karla Roman	12/11/24	(PCD 0.1) Brief review of Opposing Counsel produced documents.	0.1	\$150.00		\$15.00
Morgan Edgar	7/15/24	(PCD 0.1) Check One Legal to see if filed First Amended Answer was endorsed filed.	0.1	\$175.00		\$17.50
Priscilla Glaze	2/21/24	(PCD 0.1) Check the status of the Complaint and Summons with the Court via OneLegal.	0.1	\$225.00		\$22.50
Jocelyn Arteaga	10/21/24	(PCD 0.1) Confirm we have filed a notice of remote appearance.	0.1	\$125.00		\$12.50
Samantha Silva	9/18/25	(PCD 0.1) Convert " Motion for Preliminary Approval - Declaration of Pimentel" and "Motion for Preliminary Approval - Declaration of Webb" to PDF forms and send to Client via DocuSign. Draft internal memo regarding the same. Draft of email correspondence to Client regarding the same. Draft of text correspondence to Client regarding the same. Telephone conference between SAM and Client regarding notice of request of signature for Preliminary Approval - Declaration of Pimentel and Motion of Preliminary Approval - Declaration of Webb. Draft internal memo regarding the same.	0.5	\$135.00	\$13.50	\$54.00
Luis Medrano	1/29/24	(PCD 0.1) Draft Employment Authorization Release form.	0.2	\$195.00	\$19.50	\$19.50
Karla Roman	12/14/24	(PCD 0.1) Draft mediation brief outline of facts.	0.7	\$150.00	\$90.00	\$15.00
Jocelyn Arteaga	9/25/24	(PCD 0.1) Draft of Case Management Statement.	0.3	\$125.00	\$12.50	\$25.00
Kelley Kilgore	10/10/24	(PCD 0.1) Draft of email correspondence to Opposing Counsel serving Notice and Order for Remote Appearance.	0.2	\$135.00	\$13.50	\$13.50
Jocelyn Arteaga	5/28/24	(PCD 0.1) Draft of Notice of Jury Fee Deposit. Draft internal memo to file regarding Notice of Jury Fee Deposit.	0.2	\$125.00	\$12.50	\$12.50
Priscilla Glaze	3/20/24	(PCD 0.1) Go through case file and notate all upcoming deadlines.	0.1	\$225.00		\$22.50
Priscilla Glaze	1/19/24	(PCD 0.1) Meeting with Attorneys CEN, KEC and Paralegal PRI regarding adding PRI to case staff and all the next steps for the case, including tasks upcoming for PRI to execute.	0.1	\$175.00		\$17.50
Priscilla Glaze	2/22/24	(PCD 0.1) Office conference between Attorney KEC and Paralegal PRI regarding address issues for El Dorado to receive service of the Summons and Complaint.	0.1	\$225.00		\$22.50
Priscilla Glaze	2/6/24	(PCD 0.1) Office conference between Attorney KEC and Paralegal PRI regarding Complaint revisions and filing for this week.	0.1	\$225.00		\$22.50
Luis Medrano	12/29/23	(PCD 0.1) Office conference between Attorney KEC and Senior Law Clerk LAM regarding employer background check and following up with client regarding delivery of paystubs.	0.1	\$195.00		\$19.50
Luis Medrano	1/9/24	(PCD 0.1) Office conference between Attorney KEC and Senior Law Clerk LAM regarding filing deadlines for El Dorado Farms documents.	0.1	\$195.00		\$19.50
Luis Medrano	12/28/23	(PCD 0.1) Office conference between Attorney KEC and Senior Law Clerk LAM regarding the necessity of most recent paystubs and to contact client.	0.1	\$195.00		\$19.50
Priscilla Glaze	2/1/24	(PCD 0.1) Office conference between Paralegal PRI and Senior Law Clerk LAM regarding case status update and case strategy.	0.2	\$225.00	\$22.50	\$22.50
Priscilla Glaze	1/30/24	(PCD 0.1) Office conference between Paralegal PRI and Senior Law Clerk LAM regarding El Dorado case details and history in anticipation of Paralegal PRI taking over casework from Senior Law Clerk LAM.	0.1	\$175.00		\$17.50
Ashley Baadsga	1/29/24	(PCD 0.1) Office conference with Law Clerk ALB regarding Employment Release Authorization.	0.1	\$150.00		\$15.00
Kelley Kilgore	10/8/24	(PCD 0.1) Receipt and organization of client documents. Create file name, bates number for identification, and send to case staffers. Defendant Case Management Statement - 2024 10 Oct 23 Notice of Remote Appearance - 2024 10 Oct 23 – Defendants	0.2	\$135.00	\$13.50	\$13.50
Kelley Kilgore	10/11/24	(PCD 0.1) Receipt and organization of client documents. Create file name, bates number for identification, and send to case staffers. Notice of Remote Appearance - 2024 10 Oct 23 – FILED Order Regarding Remote Appearance - 2024 10 Oct 23 – RECEIVED	0.2	\$135.00	\$13.50	\$13.50
Priscilla Glaze	3/6/24	(PCD 0.1) Receipt and organize Proof of Service of Summons received filed from the Court.	0.1	\$225.00		\$22.50
Morgan Edgar	8/15/25	(PCD 0.1) Receipt and review of email correspondence from Case Staffer to all counsel of record regarding service of Case Management Statement.	0.1	\$295.00		\$29.50
Morgan Edgar	9/22/25	(PCD 0.1) Receipt and review of email correspondence from Case Staffer to all counsel of record regarding service of Notice of Remote Appearance for Motion for Preliminary Approval of Class Settlement.	0.1	\$295.00		\$29.50
Priscilla Glaze	4/19/24	(PCD 0.1) Receipt and review of email correspondence from Opposing Counsel regarding representation of Defendant and possible action plan for mediation and setting aside the default.	0.1	\$225.00		\$22.50
Priscilla Glaze	4/15/24	(PCD 0.1) Receipt of email correspondence from Attorney CEN regarding filing on PAGA claims.	0.1	\$225.00		\$22.50
Jocelyn Arteaga	9/27/24	(PCD 0.1) Receipt of, save to client file and sent to case staffers the Case Management Statement - 2024 10 Oct 23 - FILED.	0.1	\$125.00		\$12.50
Jocelyn Arteaga	10/15/25	(PCD 0.1) Review Fresno Court's tentative rulings. Receipt of, save to client file and sent to case staffers the Motion for Preliminary Approval of Settlement - Tentative Ruling - 2025 10 Oct 15.	0.2	\$175.00	\$17.50	\$17.50
Casey McGee	1/2/24	(PCD 0.1) Telephone conference between Senior Law Clerk LAM and Case Manager CLM regarding information for background report.	0.1	\$125.00		\$12.50

Katherine Cerva	9/19/25	(PCD 0.2) Confirm email send to co counsel with declarations for motion for preliminary approval.	0.2	\$495.00		\$99.00
Luis Medrano	12/26/23	(PCD 0.2) Email Attorney KEC regarding telephone conference with client and the next steps in the case, including asking cLM to conduct a background report on El Dorado Farms.	0.2	\$195.00		\$39.00
Kelley Kilgore	1/7/26	(PCD 0.2) Receipt and organization of Notice of Class Action Settlement - Exclusion Form Notice of Class Action Settlement – Objection Form Notice of Class Action Settlement – Pay Period Dispute Form Notice of Class Action Settlement and Hearing Date, save to client file, and draft of internal memo regarding the same.	0.2	\$150.00		\$30.00
Jocelyn Arteaga	8/15/25	(PCD 0.2) Review instructions for edits for CMC statement. Review and edit CMC statement. Draft internal memo to file regarding request to review draft of CMC statement.	0.2	\$150.00		\$30.00
Morgan Edgar	7/12/24	(PCD 0.2) Review of First Amended Complaint for filing between Paralegal SBC and Paralegal MYE.	0.2	\$175.00		\$35.00
Luis Medrano	1/9/24	(PCD 0.2) Revise El Dorado Farms Complaint and send Attorney KEC drafts of the Complaint, PAGA Letter, and Spoliation Letter for review.	0.3	\$195.00	\$39.00	\$19.50
Jocelyn Arteaga	8/8/25	(PCD 0.2) Telephone conference between Legal Assistant JVA and Client Basurto regarding status update of settlement. Draft internal memo to file regarding client's phone message.	0.2	\$150.00		\$30.00
Jocelyn Arteaga	5/28/24	(PCD 0.2) Update and edit CMC statement. Draft internal memo to file regarding CMC statement.	0.3	\$125.00	\$12.50	\$25.00
Luis Medrano	1/2/24	(PCD 0.3) Analyze El Dorado background reports sent by Case Manager CLM.	0.4	\$195.00	\$19.50	\$58.50
Luis Medrano	12/20/23	(PCD 0.3) Begin reviewing documents, emails, and samples in preparation of El Dorado Farms complaint.	0.4	\$195.00	\$19.50	\$58.50
Luis Medrano	12/22/23	(PCD 0.3) Continue conducting online research for El dorado Farms/Agustim Madrigal Jr. Specifically on the CA License Search database and CA Secretary of state website, Google, etc.	0.5	\$195.00	\$39.00	\$58.50
Luis Medrano	1/30/24	(PCD 0.3) Continue to revise Complaint.	0.5	\$195.00	\$39.00	\$58.50
Luis Medrano	12/22/23	(PCD 0.3) Draft Employment Records Request for el Dorado Farms.	0.5	\$195.00	\$39.00	\$58.50
Jocelyn Arteaga	12/8/23	(PCD 0.3) Draft Engagement letter in English and tab where Client must sign and initial. Mail Engagement letter to Client Basurto. Telephone conference between Office Assistant JVA and Client Basurto regarding the Engagement Letter.	0.3	\$90.00		\$27.00
Karla Roman	12/13/24	(PCD 0.3) Draft of outline of facts for mediation brief.	0.7	\$150.00	\$60.00	\$45.00
Priscilla Glaze	4/3/24	(PCD 0.3) Draft Request for Entry of Default; Circulate to case staff.	1	\$225.00	\$157.50	\$67.50
Priscilla Glaze	3/4/24	(PCD 0.3) Receipt and organize email correspondence from Eddings Process Service with proof of personal service of Summons and Complaint on Defendant; Submit proof of service to the Court for filing; Circulate to case staff with deadline for Defendant to Answer; Bill to client.	0.6	\$225.00	\$67.50	\$67.50
Luis Medrano	1/2/24	(PCD 0.3) Revise El Dorado Farms PAGA Letter and Spoliation Letter based on the results of the background check.	0.5	\$195.00	\$39.00	\$58.50
Casey McGee	1/2/24	(PCD 0.3) Run background report on company and Agustin Madrigal.	0.3	\$125.00		\$37.50
Luis Medrano	12/21/23	(PCD 0.3) Start analyzing case notes and begin compiling samples to use in the drafting of the El Dorado Farms complaint.	0.5	\$195.00	\$39.00	\$58.50
Luis Medrano	1/29/24	(PCD 0.4) Finish draft of Spoliation Letter, attach signed Employment Authorization release form, and send to KEC for review.	0.6	\$195.00	\$39.00	\$78.00
Luis Medrano	1/30/24	(PCD 0.5) Continue to revise Complaint and submit to Attorney KEC for review.	0.8	\$195.00	\$78.00	\$78.00
Kelley Kilgore	10/10/24	(PCD 0.5) Draft and file Notice and Order for Remote Appearance.	0.7	\$135.00	\$27.00	\$67.50
Luis Medrano	12/28/23	(PCD 0.5) Draft El Dorado Farms case questions in preparation for meeting with Attorney KEC.	0.5	\$195.00		\$97.50
Luis Medrano	1/2/24	(PCD 0.5) Per Attorney KEC, make necessary corrections on Entry of Default form Civ 100.	0.8	\$195.00	\$58.50	\$97.50
Luis Medrano	12/21/23	(PCD 0.6) Begin researching El Dorado Farms using case notes, specifically PAGA system, CA Secretary of State website, and Google.	1	\$195.00	\$78.00	\$117.00
Luis Medrano	12/22/23	(PCD 0.6) Draft PAGA Letter for El Dorado Farms.	0.9	\$195.00	\$39.00	\$117.00
Luis Medrano	12/27/23	(PCD 0.7) Continue working on argument outline for El Dorado Farms.	0.7	\$195.00		\$136.50
Luis Medrano	12/26/23	(PCD 1.0) Continue editing El Dorado Farms complaint.	1.5	\$195.00	\$97.50	\$195.00
Luis Medrano	12/28/23	(PCD 1.0) Make corrections to El Dorado Farms Complaint, PAGA Letter, and Spoliation letter and get ready to submit to Attorney KEC for review.	1.2	\$195.00	\$39.00	\$195.00
Luis Medrano	12/22/23	(PCD 1.2) Continue to work on the El Dorado Farm complaint.	1.8	\$195.00	\$117.00	\$234.00
Luis Medrano	12/21/23	(PCD 1.3) Continue drafting the El Dorado Farms complaint.	2	\$195.00	\$136.50	\$253.50
Katherine Cerva	5/20/25	Accept track changes for settlement agreement, final review, and draft email correspondence to opposing counsel for acceptance.	0.3	\$475.00	\$142.50	
Luis Medrano	1/3/24	Analyze paystubs sent by client, confirm the address matches the background report, and save a copy on the Box client file.	0.1	\$195.00	\$19.50	
Luis Medrano	1/2/24	Attempt to call client Veronica Basurto to follow up on sending copies of paystubs. No response.	0.1	\$195.00	\$19.50	
Morgan Edgar	10/1/24	Attempt to telephone conference with Mediation Central to cancel set mediation. Subsequent draft of email correspondence to Laurie Quigley Saldana requesting the same.	0.3	\$225.00	\$67.50	
Katherine Cerva	1/7/25	Attend Mediation.	7.1	\$450.00	\$3,195.00	

Tyler Ballesteros	1/11/24	Begin initial review of Class Action Complaint.	1.9	\$225.00	\$427.50	
Katherine Cerva	9/10/25	Case Management Statement - 2025 09 Sept 10 – Defendants.	0.2	\$495.00	\$99.00	
Priscilla Glaze	4/8/24	Check case docket with the Court to verify case status and future case events.	0.2	\$225.00	\$45.00	
Priscilla Glaze	6/3/24	Check case status and all upcoming hearing events; Draft internal memo to case staff regarding case status and action plan for next steps.	0.2	\$225.00	\$45.00	
Priscilla Glaze	4/16/24	Check case status for the week and any new upcoming deadlines.	0.1	\$225.00	\$22.50	
Priscilla Glaze	4/3/24	Check case status on Answer filing by Defendants; Circulate information to case staff.	0.2	\$225.00	\$45.00	
Priscilla Glaze	4/29/24	Check case status via case docket; Check for any and all outstanding items requiring attention; Send case status to case staff.	0.3	\$225.00	\$67.50	
Priscilla Glaze	5/13/24	Check case status with the Court and all Counsel; Draft internal memo to case staff regarding case status and current action plans.	0.2	\$225.00	\$45.00	
Tyler Ballesteros	1/12/24	Complete initial review and revision of Class Action Complaint. Draft of email correspondence to Attorney KEC regarding the same and remaining points of clarification needed from client intake.	0.9	\$225.00	\$202.50	
Tyler Ballesteros	1/11/24	Conduct California Secretary of State business organization search for Madrigal Farms, Piña de Oro, and Valle Verde.	0.1	\$225.00	\$22.50	
Tyler Ballesteros	1/11/24	Conduct PAGA search, search for Agustin Madrigal on Fresno County Register of Actions.	0.3	\$225.00	\$67.50	
Tyler Ballesteros	1/11/24	Conduct Secretary of State search for El Dorado Farm Labors. Conduct fictitious Business Name Search for El Dorado Farm Labor. Review of Background report on Agustin Madrigal.	0.4	\$225.00	\$90.00	
Katherine Cerva	12/29/23	Conference between Attorney CEN and Attorney KEC regarding action to serve Employment Records Request.	0.2	\$400.00	\$80.00	
Katherine Cerva	12/20/23	Conference between Attorney CEN and Attorney KEC regarding status of draft of Complaint.	0.2	\$400.00	\$80.00	
Katherine Cerva	12/15/23	Conference between Attorney CEN and Attorney KEC regarding the status of drafting the Complaint.	0.2	\$400.00	\$80.00	
Christopher Nid	12/15/23	Conference between Attorney CEN and Attorney KEC regarding the status of drafting the Complaint.	0.2	\$475.00	\$95.00	
Katherine Cerva	9/18/24	Conference between Attorney KEC and Co-Counsel regarding draft of mediation brief and action to obtain further client information.	0.3	\$450.00	\$135.00	
Katherine Cerva	9/16/24	Conference between Attorney LFW and Attorney KEC regarding calculation of damages action to contact co-counsel.	0.2	\$450.00	\$90.00	
Katherine Cerva	12/7/23	Conference between Attorney LFW and Attorney KEC regarding case action and assignment.	0.2	\$400.00	\$80.00	
Lenden Webb	12/7/23	Conference between Attorney LFW and Attorney KEC regarding case action and assignment.	0.2	\$575.00	\$115.00	
Katherine Cerva	9/16/24	Conference between Attorney LFW, Attorney KEC and co-counsel Attorney CEN regarding response to opposing counsel and action to move forward with Mediation.	0.2	\$450.00	\$90.00	
Katherine Cerva	9/18/24	Conference between Opposing Counsel, Attorney LFW, Attorney CEN, and Attorney KEC to meet and confer regarding mediation document production.	0.2	\$450.00	\$90.00	
Morgan Edgar	7/17/24	Confirm and calendar set Mediation date. Being drafting Mediation Checklist.	0.4	\$175.00	\$70.00	
Katherine Cerva	7/15/24	Confirm service of Complaint, and calendar deadline for responsive pleading.	0.1	\$435.00	\$43.50	
Katherine Cerva	5/30/24	Confirm that CMC Statement filed.	0.1	\$435.00	\$43.50	
Katherine Cerva	9/27/24	Confirmation of service of Case Management Statement.	0.2	\$450.00	\$90.00	
Katherine Cerva	5/29/24	Confirmation of service of Case Management statement.	0.2	\$435.00	\$87.00	
Katherine Cerva	8/15/25	Confirmation of service of case management statement.	0.1	\$495.00	\$49.50	
Katherine Cerva	8/25/25	Confirmation of service of case management statement.	0.2	\$495.00	\$99.00	
Katherine Cerva	7/12/24	Confirmation of service of Complaint.	0.1	\$435.00	\$43.50	
Katherine Cerva	1/6/25	Confirmation of service of Mediation Brief.	0.1	\$450.00	\$45.00	
Katherine Cerva	10/11/24	Confirmation of service of Notice of Remote Appearance for Case Management Conference.	0.2	\$450.00	\$90.00	
Luis Medrano	12/26/23	Continue editing El Dorado Farms PAGA Letter	0.2	\$195.00	\$39.00	
Luis Medrano	12/26/23	Continue editing El Dorado Farms Spoliation Letter	0.2	\$195.00	\$39.00	
Katherine Cerva	1/22/25	Continue to draft long form settlement agreement.	1.9	\$450.00	\$855.00	
Karla Roman	9/16/24	Create Zoom link for meeting between Attorney KEC and Opposing Counsel regarding mediation and document production. Calendar event. Draft of email correspondence to Opposing Counsel with zoom link.	0.3	\$150.00	\$45.00	
Karla Roman	11/4/25	Cross-calendar action to obtain Tentative Ruling on Motion for Approval of Class Settlement from Court.	0.1	\$210.00	\$21.00	
Karla Roman	8/1/25	Cross-calendar action to review Court's published tentative ruling for Motion for Preliminary Approval of Settlement.	0.1	\$150.00	\$15.00	
Katherine Cerva	7/25/25	Draft Attorney LFW declaration for Motion for Preliminary Approval.	1.8	\$495.00	\$891.00	
Jocelyn Arteaga	5/15/25	Draft Case Management Statement.	0.2	\$135.00	\$27.00	
Jocelyn Arteaga	8/14/25	Draft Case Management Statement. Draft internal memo to file regarding request to review draft of filing.	0.3	\$150.00	\$45.00	
Katherine Cerva	7/16/25	Draft case status update Attorney LFW.	0.2	\$495.00	\$99.00	
Katherine Cerva	9/16/24	Draft email correspondence regarding action plan to obtain documents.	0.1	\$450.00	\$45.00	
Katherine Cerva	10/1/24	Draft email correspondence regarding action to cancel mediation without fee.	0.2	\$450.00	\$90.00	
Katherine Cerva	8/27/24	Draft email correspondence regarding mediation and outstanding discovery.	0.2	\$450.00	\$90.00	
Morgan Edgar	2/3/25	Draft email correspondence to class administrators for quotes on distribution of settlement proceeds.	0.4	\$275.00	\$110.00	

Katherine Cerva	10/8/25	Draft email correspondence to co-counsel regarding appearance at motion for preliminary approval of class action settlement.	0.2	\$495.00	\$99.00	
Katherine Cerva	11/25/24	Draft email correspondence to co-counsel regarding status of documents.	0.2	\$450.00	\$90.00	
Katherine Cerva	5/22/24	Draft email correspondence to co-counsel regarding stipulation and action to execute and return.	0.2	\$435.00	\$87.00	
Katherine Cerva	4/12/24	Draft email correspondence to Co-Counsel regarding to not amending to include PAGA.	0.2	\$435.00	\$87.00	
Katherine Cerva	4/11/24	Draft email correspondence to Co-Counsel related to service.	0.2	\$435.00	\$87.00	
Katherine Cerva	7/20/25	Draft email correspondence to co-counsel with copy of declaration for Attorney LFW for Motion for Preliminary Approval.	0.2	\$495.00		\$99.00
Morgan Edgar	12/19/24	Draft email correspondence to Mediation Central confirming ACH wire transfer to submit payment for upcoming set mediation.	0.1	\$225.00	\$22.50	
Katherine Cerva	10/2/24	Draft email correspondence to Mediator regarding agreement to mediation date.	0.2	\$450.00	\$90.00	
Katherine Cerva	4/19/24	Draft email correspondence to Opposing Counsel re document requests.	0.4	\$435.00	\$174.00	
Katherine Cerva	9/16/24	Draft email correspondence to Opposing Counsel regarding meet and confer re production of documents before Mediation.	0.2	\$450.00	\$90.00	
Katherine Cerva	11/25/24	Draft email correspondence to opposing counsel regarding status of class sampling and mayordomo books.	0.2	\$450.00	\$90.00	
Katherine Cerva	12/10/24	Draft email correspondence to Opposing Counsel regarding status of sample production.	0.2	\$450.00	\$90.00	
Katherine Cerva	5/30/25	Draft email correspondence to opposing counsel regarding status of settlement agreement.	0.2	\$475.00	\$95.00	
Katherine Cerva	5/23/24	Draft email correspondence to opposing counsel regarding stipulation and class information.	0.2	\$435.00	\$87.00	
Katherine Cerva	4/26/24	Draft email correspondence to Opposing Counsel regarding Stipulation to set aside default and mediation.	0.2	\$435.00	\$87.00	
Katherine Cerva	2/12/25	Draft email correspondence to opposing counsel with draft of long form settlement agreement and quotes.	0.2	\$450.00	\$90.00	
Katherine Cerva	1/10/25	Draft email correspondence to Opposing Counsel with signature from settlement agreement.	0.2	\$450.00	\$90.00	
Morgan Edgar	2/12/25	Draft email correspondence to Phoenix to obtain class administration quote.	0.1	\$275.00	\$27.50	
Morgan Edgar	3/3/25	Draft email correspondence to Simpluris to proceed setting up class administration of settlement proceeds.	0.1	\$275.00	\$27.50	
Katherine Cerva	11/25/24	Draft email correspondence to the opposing counsel regarding status of document production.	0.2	\$450.00	\$90.00	
Priscilla Glaze	4/22/24	Draft First Amended Complaint to include PAGA.	0.7	\$225.00	\$157.50	
Katherine Cerva	11/24/25	Draft internal case status update.	1.5	\$495.00	\$742.50	
Katherine Cerva	6/25/24	Draft internal memo regarding action to file amended complaint to include PAGA.	0.2	\$435.00	\$87.00	
Katherine Cerva	2/22/24	Draft internal memo regarding action to file Complaint.	0.1	\$400.00	\$40.00	
Katherine Cerva	11/18/25	Draft internal memo regarding appearance for hearing for Motion for Preliminary Approval.	0.2	\$495.00	\$99.00	
Katherine Cerva	5/28/24	Draft internal memo regarding CMC Statement revisions.	0.1	\$435.00	\$43.50	
Katherine Cerva	4/18/24	Draft internal memo regarding deadline for PAGA cause of action.	0.2	\$435.00	\$87.00	
Katherine Cerva	2/3/25	Draft internal memo regarding status of long form settlement.	0.2	\$450.00	\$90.00	
Katherine Cerva	5/2/24	Draft internal memo to Attorney LFW re discovery recommendation.	0.2	\$435.00	\$87.00	
Katherine Cerva	9/16/24	Draft internal memo to Attorney LFW regarding settlement projections.	0.3	\$450.00	\$135.00	
Priscilla Glaze	4/17/24	Draft internal memo to case staff regarding action plan to amend the Complaint to include PAGA.	0.1	\$225.00	\$22.50	
Priscilla Glaze	3/1/24	Draft internal memo to case staff regarding case status on service attempts for the Summons and Complaint.	0.1	\$225.00	\$22.50	
Lenden Webb	12/10/24	Draft internal memo to case staff regarding current deadline to change or cancel mediation date.	0.1	\$675.00	\$67.50	
Morgan Edgar	2/4/25	Draft internal memo to Case Staffer and Co-Counsel to provide obtained quotes from Simpluris and CPT Group for class administration of settlement proceeds.	0.1	\$275.00	\$27.50	
Lenden Webb	4/19/24	Draft internal memo to case staffers regarding conference call to plan mediation.	0.1	\$675.00	\$67.50	
Lenden Webb	4/19/24	Draft internal memo to case staffers regarding mediation plan.	0.1	\$675.00	\$67.50	
Lenden Webb	4/19/24	Draft internal memo to case staffers regarding option to mediation.	0.1	\$675.00	\$67.50	
Lenden Webb	4/11/24	Draft internal memo to case staffers regarding settlement and/or set aside of default.	0.1	\$675.00	\$67.50	
Lenden Webb	12/30/25	Draft internal memo to file regarding action to file save Opt-Out and Objection Forms provided by class administrator.	0.1	\$675.00	\$67.50	
Karla Roman	10/6/25	Draft internal memo to file regarding confirmation of Case Staffer completed action to file and serve Notice and Order regarding Remote Appearance.	0.1	\$210.00	\$21.00	
Lenden Webb	12/19/24	Draft internal memo to file regarding confirmation of wire transfer to mediator.	0.1	\$675.00	\$67.50	
Lenden Webb	9/10/25	Draft internal memo to file regarding notice of rescheduled hearing, and action for staffer to update calendar and obtain new remote hearing information.	0.1	\$675.00	\$67.50	
Lenden Webb	6/26/24	Draft internal memo to file regarding Re: El Dorado - Case Status Check-In	0.1	\$675.00	\$67.50	
Kelley Kilgore	10/6/25	Draft internal memo to file regarding receipt of Order Regarding Remote Appearance for hearing on 2025 10 Oct 16.	0.1	\$150.00	\$15.00	
Lenden Webb	12/18/24	Draft internal memo to file regarding suggestion that if payment has not been made to mediator, then an ACH can be made. Action item that if ACH is necessary to confirm payment to mediator's number from the California Bar Association.	0.1	\$675.00	\$67.50	

Katherine Cerva	2/3/25	Draft internal memo to MYE regarding uncashed and cancelled checks transmittal of funds to Ca Farmworker Foundation.	0.1	\$450.00	\$45.00	
Katherine Cerva	9/18/25	Draft internal memo to Office Assistant SAM regarding action to send declaration to client for signature.	0.2	\$495.00	\$99.00	
Katherine Cerva	12/1/23	Draft internal memo to Senior Law Clerk LAM regarding action to draft employment record request.	0.1	\$400.00	\$40.00	
Katherine Cerva	1/9/24	Draft internal memo to Senior Law Clerk LAM regarding status of Complaint and paystubs from client.	0.2	\$400.00	\$80.00	
Katherine Cerva	1/20/25	Draft Long Form Settlement Agreement.	0.3	\$450.00	\$135.00	
Katherine Cerva	1/21/25	Draft long form settlement agreement.	0.9	\$450.00	\$405.00	
Christopher Nic	2/22/24	Draft memo to file regarding service of individual in this matter as there is no corporate entity, just a DBA.	0.2	\$475.00	\$95.00	
Katherine Cerva	1/6/25	Draft memo to follow up with client regarding fact specific questions regarding unpaid overtime claims.	0.3	\$450.00	\$135.00	
Jocelyn Arteaga	5/22/24	Draft of Case Management Statement.	0.2	\$125.00	\$25.00	
Tyler Ballesteros	1/12/24	Draft of Civil Case Cover Sheet.	0.2	\$225.00	\$45.00	
Priscilla Glaze	4/8/24	Draft of email correspondence to Attorney BBN, Attorney CEN, and Attorney LFW regarding case status and upcoming case events.	0.2	\$225.00	\$45.00	
Priscilla Glaze	4/25/24	Draft of email correspondence to Attorney CEN, Attorney LFW, and Attorney KEC regarding First Amended Complaint to include PAGA and provide details on LWDA timeline for filing PAGA actions in this case.	0.6	\$225.00	\$135.00	
Lenden Webb	5/28/24	Draft of email correspondence to Attorney Nichols regarding possible mediator for matter.	0.1	\$675.00	\$67.50	
Karla Roman	6/12/25	Draft of email correspondence to Client via DocuSign regarding request for review and signature of Class Action and PAGA Settlement Agreement.	0.1	\$150.00	\$15.00	
Lenden Webb	4/15/24	Draft of email correspondence to Co-Counsel Nichols regarding adding a PAGA claim in response to Co-Counsel email listing benefits of adding a PAGA claim.	0.1	\$337.50	\$33.75	
Lenden Webb	4/12/24	Draft of email correspondence to co-Counsel regarding action plan to include PAGA in Complaint.	0.1	\$675.00	\$67.50	
Karla Roman	9/19/25	Draft of email correspondence to Co-Counsel regarding executed copies of Declaration of Attorney LFW and Declaration of Client in Support of Motion for Preliminary Approval.	0.2	\$210.00	\$42.00	
Lenden Webb	10/1/24	Draft of email correspondence to Co-Counsel regarding proposal to begin Belaire process to avoid delay from the opposing side.	0.1	\$675.00	\$67.50	
Priscilla Glaze	3/1/24	Draft of email correspondence to Eddings Process Service regarding service status of the Summons and Complaint.	0.1	\$225.00	\$22.50	
Priscilla Glaze	2/23/24	Draft of email correspondence to Eddings Process Service regarding the fictitious name that Defendant is operating under, El Dorado, and clarifying the person to serve.	0.1	\$225.00	\$22.50	
Lenden Webb	9/19/24	Draft of email correspondence to Opposing Counsel regarding reduced sampling with additional data after mediation.	0.1	\$675.00	\$67.50	
Lenden Webb	6/6/24	Draft of email correspondence to Opposing Counsel regarding scheduling a possible mediation.	0.1	\$675.00	\$67.50	
Lenden Webb	5/2/24	Draft of internal memo to Attorney KEC regarding case status update.	0.1	\$675.00	\$67.50	
Lenden Webb	5/2/24	Draft of internal memo to Attorney KEC regarding propounding discovery on opposing side to motivate them to move regarding a Stipulation.	0.1	\$675.00	\$67.50	
Lenden Webb	5/2/24	Draft of internal memo to Attorney KEC regarding written discovery and possible mediators for a tentative mediation.	0.1	\$675.00	\$67.50	
Lenden Webb	10/1/24	Draft of internal memo to case staff regarding action to alert opposing counsel that the mediation set for October 15 is cancelled.	0.1	\$675.00	\$67.50	
Lenden Webb	4/25/24	Draft of internal memo to case staffers regarding best possible mediators to schedule mediation for the matter.	0.1	\$675.00	\$67.50	
Christopher Nic	3/28/24	Draft of Joint Prosecution Agreement.	0.2	\$475.00	\$95.00	
Tyler Ballesteros	1/12/24	Draft of Summons.	0.2	\$225.00	\$45.00	
Katherine Cerva	1/17/25	Draft Settlement Agreement Long Form.	2.3	\$450.00	\$1,035.00	
Morgan Edgar	3/10/25	Draft status and action email.	0.2	\$275.00	\$55.00	
Katherine Cerva	6/26/24	Draft status update to co-counsel regarding status of amendment to complaint to include PAGA cause of action.	0.2	\$435.00	\$87.00	
Karla Roman	11/7/25	Draft Supplemental Declaration of Staffer in Support of Motion for Preliminary Approval of Class and PAGA Settlement.	0.5	\$210.00	\$105.00	
Kelley Kilgore	9/4/25	Draft, file, and serve Notice and Order for Remote Appearance for Case Management Conference on 2025 09 Sept 10.	0.7	\$150.00	\$105.00	
Kelley Kilgore	9/22/25	Draft, file, and serve Notice for Remote Appearance and Order Regarding Remote Appearance for Motion for Preliminary Approval on 2025 10 Oct 16.	0.7	\$150.00	\$105.00	
Katherine Cerva	11/7/25	Execute declaration of Attorney LFW regarding Declaration.	0.2	\$495.00	\$99.00	
Priscilla Glaze	3/5/24	Execute Invoice Checklist; Draft internal memo to case staff regarding completion of the invoice checklist and status.	0.2	\$225.00	\$45.00	
Jocelyn Arteaga	5/28/24	File and serve case management statement and notice of jury fee deposit.	0.1	\$125.00	\$12.50	
Jocelyn Arteaga	8/15/25	File and serve Case Management Statement.	0.1	\$150.00	\$15.00	
Jocelyn Arteaga	9/26/24	File and serve the Case Management Statement.	0.1	\$125.00	\$12.50	
Jocelyn Arteaga	1/13/25	File and serve the Case Management Statement.	0.1	\$125.00	\$12.50	
Priscilla Glaze	4/4/24	Finalize Notice of Change in Handling Attorney and Association of Counsel; Finalize Request for Entry of Default; Service mail out to Defendant; Bill to Client.	0.4	\$225.00	\$90.00	

Priscilla Glaze	5/23/24	Finalize Stipulation to Set Aside Default and Draft of email correspondence to Opposing Counsel with changes accepted and final signatures applied for their filing.	0.5	\$225.00	\$112.50	
Katherine Cerva	2/6/24	iChat conference between Attorney KEC and Paralegal PRI regarding Complaint revisions and filing for this week.	0.1	\$400.00	\$40.00	
Katherine Cerva	6/12/25	Implement final revisions to settlement agreement, and draft internal memo to KJR regarding action to circulate.	1	\$475.00	\$475.00	
Katherine Cerva	12/18/23	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.1	\$400.00	\$40.00	
Katherine Cerva	1/16/24	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.1	\$400.00	\$40.00	
Katherine Cerva	2/12/24	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.1	\$400.00	\$40.00	
Katherine Cerva	3/21/24	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.1	\$400.00	\$40.00	
Katherine Cerva	3/26/24	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.1	\$400.00	\$40.00	
Katherine Cerva	5/1/24	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.1	\$435.00	\$43.50	
Katherine Cerva	5/16/24	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.2	\$435.00	\$87.00	
Katherine Cerva	7/29/24	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.1	\$435.00	\$43.50	
Katherine Cerva	8/20/24	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.2	\$450.00	\$90.00	
Katherine Cerva	3/18/25	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.2	\$450.00	\$90.00	
Katherine Cerva	5/5/25	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.2	\$475.00	\$95.00	
Katherine Cerva	5/13/25	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.2	\$475.00	\$95.00	
Katherine Cerva	6/17/25	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.2	\$475.00	\$95.00	
Katherine Cerva	6/30/25	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.2	\$475.00	\$95.00	
Katherine Cerva	8/4/25	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.2	\$495.00	\$99.00	
Katherine Cerva	8/11/25	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.2	\$495.00	\$99.00	
Katherine Cerva	9/10/25	Manage and mark completed tasks and organize correspondence into office folders, review flagged tasks and correspondence, unflag completed tasks, and flagging or leaving outstanding action points.	0.2	\$495.00	\$99.00	
Christopher Nic	1/19/24	Meeting with Attorneys CEN, KEC and Paralegal PRI regarding adding PRI to case staff and all the next steps for the case, including tasks upcoming for PRI to execute.	0.1	\$475.00	\$47.50	
Katherine Cerva	1/19/24	Meeting with Attorneys CEN, KEC and Paralegal PRI regarding adding PRI to case staff and all the next steps for the case, including tasks upcoming for PRI to execute.	0.1	\$400.00	\$40.00	
Priscilla Glaze	5/28/24	Office conference between Attorney CEN, Paralegal PRI, and Attorney KEC regarding case status and action plan for mediation and document collection.	0.2	\$225.00	\$45.00	
Katherine Cerva	5/28/24	Office conference between Attorney CEN, Paralegal PRI, and Attorney KEC regarding case status and action plan for mediation and document collection.	0.2	\$435.00	\$87.00	
Karla Roman	12/11/24	Office conference between Attorney KEC and Legal Assistant KJR regarding action steps to draft Outline of Facts for Mediation Brief by December 17, 2024.	0.1	\$150.00	\$15.00	
Katherine Cerva	12/11/24	Office conference between Attorney KEC and Legal Assistant KJR regarding action steps to draft Outline of Facts for Mediation Brief by December 17, 2024.	0.1	\$450.00	\$45.00	

Karla Roman	6/27/25	Office conference between Attorney KEC and Legal Assistant KJR regarding action to review court docket hearing date regarding Motion for Approval of Settlement and action to schedule with court if not on calendar.	0.1	\$150.00	\$15.00	
Katherine Cerva	6/27/25	Office conference between Attorney KEC and Legal Assistant KJR regarding action to review court docket hearing date regarding Motion for Approval of Settlement and action to schedule with court if not on calendar.	0.1	\$475.00	\$47.50	
Katherine Cerva	1/6/25	Office conference between Attorney KEC and Legal Assistant KJR regarding additional question to ask class representative regarding estimate of overtime worked in preparation of Mediation.	0.1	\$450.00	\$45.00	
Karla Roman	1/10/25	Office conference between Attorney KEC and Legal Assistant KJR regarding estimate of total class representative settlement.	0.1	\$150.00	\$15.00	
Katherine Cerva	1/10/25	Office conference between Attorney KEC and Legal Assistant KJR regarding estimate of total class representative settlement.	0.1	\$450.00	\$45.00	
Karla Roman	9/19/25	Office conference between Attorney KEC and Paralegal KJR regarding action to forward Co-Counsel Client's signed Declaration regarding Motion for Preliminary Approval.	0.1	\$210.00	\$21.00	
Katherine Cerva	9/19/25	Office conference between Attorney KEC and Paralegal KJR regarding action to forward Co-Counsel Client's signed Declaration regarding Motion for Preliminary Approval.	0.1	\$495.00	\$49.50	
Morgan Edgar	10/1/24	Office conference between Attorney KEC and Paralegal MYE regarding cancellation of Mediation deadline.	0.1	\$225.00	\$22.50	
Morgan Edgar	1/6/25	Office conference between Attorney KEC and Paralegal MYE regarding Co-Counsel's theory on class rep not being paid overtime hours and drilling down on how/why there is unpaid overtime.	0.1	\$275.00	\$27.50	
Katherine Cerva	1/6/25	Office conference between Attorney KEC and Paralegal MYE regarding Co-Counsel's theory on class rep not being paid overtime hours and drilling down on how/why there is unpaid overtime.	0.1	\$450.00	\$45.00	
Morgan Edgar	7/12/24	Office conference between attorney KEC and Paralegal MYE regarding filing the First Amended Complaint.	0.1	\$175.00	\$17.50	
Morgan Edgar	9/18/24	Office conference between Attorney KEC and Paralegal MYE regarding preparing mediation brief.	0.1	\$225.00	\$22.50	
Morgan Edgar	12/13/24	Office conference between Attorney KEC and Paralegal MYE regarding review of client documents and legal theory regarding for preparing draft of mediation brief for Co-Counsel's review.	0.1	\$225.00	\$22.50	
Katherine Cerva	12/13/24	Office conference between Attorney KEC and Paralegal MYE regarding review of client documents and legal theory regarding for preparing draft of mediation brief for Co-Counsel's review.	0.1	\$450.00	\$45.00	
Morgan Edgar	7/16/24	Office conference between attorney KEC and paralegal MYE regarding set October 15, 2024 mediation date and important dates to calendar for upcoming mediation.	0.1	\$175.00	\$17.50	
Katherine Cerva	2/22/24	Office conference between Attorney KEC and Paralegal PRI regarding address issues for El Dorado to receive service of the Summons and Complaint.	0.1	\$400.00	\$40.00	
Priscilla Glaze	4/19/24	Office conference between Attorney KEC and Paralegal PRI regarding case status and action plan for PAGA Complaint.	0.1	\$225.00	\$22.50	
Katherine Cerva	4/19/24	Office conference between Attorney KEC and Paralegal PRI regarding case status and action plan for PAGA Complaint.	0.1	\$435.00	\$43.50	
Priscilla Glaze	4/29/24	Office conference between Attorney KEC and Paralegal PRI regarding case status and current action plan for setting aside the default.	0.1	\$225.00	\$22.50	
Katherine Cerva	4/29/24	Office conference between Attorney KEC and Paralegal PRI regarding case status and current action plan for setting aside the default.	0.1	\$435.00	\$43.50	
Priscilla Glaze	5/23/24	Office conference between Attorney KEC and Paralegal PRI regarding revisions of the Stipulation to include Proposed Order for the judge to sign.	0.1	\$225.00	\$22.50	
Katherine Cerva	5/23/24	Office conference between Attorney KEC and Paralegal PRI regarding revisions of the Stipulation to include Proposed Order for the judge to sign.	0.1	\$435.00	\$43.50	
Priscilla Glaze	2/22/24	Office conference between Attorney KEC and Paralegal PRI regarding the date that the employment records demand letter was sent to defendants; Paralegal PRI provided update to Attorney KEC on the tracking information of the letter and when it was sent, along with receipt acknowledgement by Augustin Madrigal via signature confirmation.	0.2	\$225.00	\$45.00	
Katherine Cerva	2/22/24	Office conference between Attorney KEC and Paralegal PRI regarding the date that the employment records demand letter was sent to defendants; Paralegal PRI provided update to Attorney KEC on the tracking information of the letter and when it was sent, along with receipt acknowledgement by Augustin Madrigal via signature confirmation.	0.2	\$400.00	\$80.00	
Katherine Cerva	12/29/23	Office conference between Attorney KEC and Senior Law Clerk LAM regarding employer background check and following up with client regarding delivery of paystubs.	0.1	\$400.00	\$40.00	
Katherine Cerva	1/9/24	Office conference between Attorney KEC and Senior Law Clerk LAM regarding filing deadlines for El Dorado Farms documents.	0.1	\$400.00	\$40.00	
Katherine Cerva	12/28/23	Office conference between Attorney KEC and Senior Law Clerk LAM regarding the necessity of most recent paystubs and to contact client.	0.1	\$400.00	\$40.00	
Tyler Ballesteros	1/8/24	Office conference between Attorney KEC and Senior Law Clerk TCB regarding action to review and revise draft of Complaint.	0.1	\$225.00	\$22.50	
Katherine Cerva	1/8/24	Office conference between Attorney KEC and Senior Law Clerk TCB regarding action to review and revise draft of Complaint.	0.1	\$400.00	\$40.00	

Morgan Edgar	9/10/25	Office conference between Attorney KEC and Senior Paralegal MYE regarding set Motion for Preliminary Approval of Class Settlement and Co-Counsel handling the filing and drafting of moving papers.	0.1	\$295.00	\$29.50	
Katherine Cerva	9/10/25	Office conference between Attorney KEC and Senior Paralegal MYE regarding set Motion for Preliminary Approval of Class Settlement and Co-Counsel handling the filing and drafting of moving papers.	0.1	\$495.00	\$49.50	
Morgan Edgar	11/7/25	Office conference between Attorney KEC and Senior Paralegal MYE regarding submission of amended declaration for attorney's fees for Motion for Approval of Class Settlement.	0.1	\$295.00	\$29.50	
Katherine Cerva	11/7/25	Office conference between Attorney KEC and Senior Paralegal MYE regarding submission of amended declaration for attorney's fees for Motion for Approval of Class Settlement.	0.1	\$495.00	\$49.50	
Karla Roman	5/29/25	Office conference between Attorney KEC, Senior Paralegal MYE, Legal Assistant KJR regarding case status update and acton to review status of continued hearings.	0.1	\$150.00	\$15.00	
Morgan Edgar	5/29/25	Office conference between Attorney KEC, Senior Paralegal MYE, Legal Assistant KJR regarding case status update and acton to review status of continued hearings.	0.1	\$275.00	\$27.50	
Katherine Cerva	5/29/25	Office conference between Attorney KEC, Senior Paralegal MYE, Legal Assistant KJR regarding case status update and acton to review status of continued hearings.	0.1	\$475.00	\$47.50	
Katherine Cerva	11/20/25	Office conference between Attorney KEC, Senior Paralegal MYE, Paralegal KJR regarding case check in and action plan moving forward.	0.1	\$495.00	\$49.50	
Morgan Edgar	11/20/25	Office conference between Attorney KEC, Senior Paralegal MYE, Paralegal KJR regarding case check in and action plan moving forward.	0.1	\$295.00	\$29.50	
Karla Roman	11/20/25	Office conference between Attorney KEC, Senior Paralegal MYE, Paralegal KJR regarding case check in and action plan moving forward.	0.1	\$210.00	\$21.00	
Morgan Edgar	1/8/25	Office conference between Attorney LFW and Paralegal MYE regarding Mediation outcome and settlement.	0.1	\$275.00	\$27.50	
Lenden Webb	1/8/25	Office conference between Attorney LFW and Paralegal MYE regarding Mediation outcome and settlement.	0.1	\$675.00	\$67.50	
Priscilla Glaze	5/13/24	Office conference between Attorney LFW and Paralegal PRI regarding action plan to begin draft Discovery.	0.1	\$225.00	\$22.50	
Lenden Webb	5/13/24	Office conference between Attorney LFW and Paralegal PRI regarding action plan to begin draft Discovery.	0.1	\$675.00	\$67.50	
Priscilla Glaze	4/23/24	Office conference between Attorney LFW and Paralegal PRI regarding case status and action plan to serve and file the LWDA PAGA letter.	0.1	\$225.00	\$22.50	
Lenden Webb	4/23/24	Office conference between Attorney LFW and Paralegal PRI regarding case status and action plan to serve and file the LWDA PAGA letter.	0.1	\$675.00	\$67.50	
Priscilla Glaze	4/25/24	Office conference between Attorney LFW and Paralegal PRI regarding feedback on email correspondence with First Amended Complaint to include PAGA claims.	0.1	\$225.00	\$22.50	
Lenden Webb	4/25/24	Office conference between Attorney LFW and Paralegal PRI regarding feedback on email correspondence with First Amended Complaint to include PAGA claims.	0.1	\$675.00	\$67.50	
Karla Roman	10/29/25	Office conference between Attorney LFW, Attorney KEC, Senior Paralegal MYE, Paralegal KJR regarding status of declaration of Attorney KEC regarding justification of fee award.	0.1	\$210.00	\$21.00	
Katherine Cerva	10/29/25	Office conference between Attorney LFW, Attorney KEC, Senior Paralegal MYE, Paralegal KJR regarding status of declaration of Attorney KEC regarding justification of fee award.	0.1	\$210.00	\$21.00	
Morgan Edgar	10/29/25	Office conference between Attorney LFW, Attorney KEC, Senior Paralegal MYE, Paralegal KJR regarding status of declaration of Attorney KEC regarding justification of fee award.	0.1	\$295.00	\$29.50	
Lenden Webb	10/29/25	Office conference between Attorney LFW, Attorney KEC, Senior Paralegal MYE, Paralegal KJR regarding status of declaration of Attorney KEC regarding justification of fee award.	0.1	\$675.00	\$67.50	
Luis Medrano	1/2/24	Office conference between Case Manager CLM and Senior Law Clerk LAM regarding background check of El Dorado Farms.	0.1	\$195.00	\$19.50	
Casey McGee	1/2/24	Office conference between Case Manager CLM and Senior Law Clerk LAM regarding background check of El Dorado Farms.	0.1	\$125.00	\$12.50	
Karla Roman	12/11/24	Office conference between Legal Assistant CCG and Legal Assistant KJR regarding action steps to file save Opposing Counsel produced documents.	0.1	\$150.00	\$15.00	
Caden Gietzen	12/11/24	Office conference between Legal Assistant CCG and Legal Assistant KJR regarding action steps to file save Opposing Counsel produced documents.	0.1	\$135.00	\$13.50	
Morgan Edgar	9/26/24	Office conference between Paralegal MYE and Office Coordinator/Legal Assistant JVA regarding upcoming set Mediation date to include on prepared draft of Case Management Statement.	0.1	\$225.00	\$22.50	
Luis Medrano	2/1/24	Office conference between Paralegal PRI and Senior Law Clerk LAM regarding case status update and case strategy in anticipation of Senior Law Clerk LAM departure.	0.2	\$195.00	\$39.00	
Luis Medrano	1/31/24	Office conference between Paralegal PRI and Senior Law Clerk LAM regarding case status update conference for February 1st, 2024.	0.1	\$195.00	\$19.50	
Luis Medrano	1/30/24	Office conference between Paralegal PRI and Senior Law Clerk LAM regarding El Dorado case details and history in anticipation of Paralegal PRI taking over casework from Senior Law Clerk LAM.	0.1	\$195.00	\$19.50	
Tyler Ballesteros	1/12/24	Office conference between Senior Law Clerk TCB and Senior Law Clerk LAM regarding corrections to El Dorado Farms complaint.	0.3	\$225.00	\$67.50	

Karla Roman	8/8/25	Office conference between Senior Paralegal MYE and Paralegal KJR regarding action to telephone conference with Class Representative regarding status update and Motion for Preliminary Approval of Class Settlement.	0.1	\$150.00	\$15.00	
Morgan Edgar	11/20/25	Office conference between Senior Paralegal MYE and Paralegal KJR regarding confirmation of client correspondence via telephone conference to inform her of law and motion work.	0.1	\$295.00	\$29.50	
Karla Roman	11/20/25	Office conference between Senior Paralegal MYE and Paralegal KJR regarding confirmation of client correspondence via telephone conference to inform her of Motions.	0.1	\$210.00	\$21.00	
Karla Roman	12/12/25	Office conference between Senior Paralegal MYE and Paralegal KJR regarding status of matter.	0.1	\$210.00	\$21.00	
Morgan Edgar	12/12/25	Office conference between Senior Paralegal MYE and Paralegal KJR regarding status of matter.	0.1	\$295.00	\$29.50	
Morgan Edgar	11/20/25	Office conference between Senior Paralegal MYE and Paralegal KJR regarding summary of client communications regarding law and motion work.	0.1	\$295.00	\$29.50	
Karla Roman	11/20/25	Office conference between Senior Paralegal MYE and Paralegal KJR regarding summary of client communications regarding law and motion work.	0.1	\$210.00	\$21.00	
Luis Medrano	12/21/23	Office Conference with Attorney KEC regarding El Dorado Farms case analysis and legal strategy to draft Complaint.	0.1	\$195.00	\$19.50	
Luis Medrano	12/20/23	Office conference with Attorney KEC regarding the assignment of the El Dorado Farms complaint.	0.1	\$195.00	\$19.50	
Luis Medrano	12/21/23	Office conference with Attorney KEC to check in with client on week of 12-26-2023 to verify information on case notes before requesting a formal background check.	0.1	\$195.00	\$19.50	
Luis Medrano	1/29/24	Office conference with Law Clerk ALB regarding Employment Release Authorization.	0.1	\$195.00	\$19.50	
Katherine Cerva	12/21/23	Office Conference with Senior Law Clerk LAM regarding El Dorado Farms case analysis and legal strategy to draft Complaint.	0.1	\$400.00	\$40.00	
Katherine Cerva	12/20/23	Office conference with Senior Law Clerk LAM regarding the assignment of the El Dorado Farms complaint.	0.1	\$400.00	\$40.00	
Katherine Cerva	12/21/23	Office conference with Senior Law Clerk LAM to check in with client on week of 12-26-2023 to verify information on case notes before requesting a formal background check.	0.1	\$400.00	\$40.00	
Morgan Edgar	7/12/24	Prepare First Amended Complaint for filing, file, and electronically serve on all parties.	0.5	\$175.00	\$87.50	
Katherine Cerva	1/7/25	Prepare for Mediation.	0.5	\$450.00	\$225.00	
Priscilla Glaze	4/16/24	Provide case status update to case staff.	0.2	\$225.00	\$45.00	
Priscilla Glaze	1/23/24	Read through the case file (Complaint draft, Employee Records demand letter draft, and Client Docs) and familiarize with the case and the next steps; Take thorough notes on everything.	0.4	\$175.00	\$70.00	
Kelley Kilgore	1/5/26	Receipt and organization of Notice of Class Action Settlement - Exclusion Form Notice of Class Action Settlement - Objection Form Notice of Class Action Settlement - Pay Period Dispute Form Notice of Class Action Settlement and Hearing Date Simpluris File Transfer Reference Guide, save to client file, and draft of internal memo regarding the same.	0.2	\$150.00	\$30.00	
Kelley Kilgore	9/8/25	Receipt and organization of Case Management Statement - 2025 09 Sept 10 - Defendants, save to client file, and draft of internal memo regarding the same.	0.3	\$150.00	\$45.00	
Kelley Kilgore	8/22/25	Receipt and organization of Case Management Statement - 2025 09 Sept 10 - FILED, save to client file, and draft of internal memo regarding the same.	0.1	\$150.00	\$15.00	
Kelley Kilgore	1/16/25	Receipt and organization of client documents. Create file name, bates number for identification, and send to case staffers. Case Management Statement - 2025 02 Feb 04 - Defendants	0.1	\$135.00	\$13.50	
Kelley Kilgore	1/15/25	Receipt and organization of client documents. Create file name, bates number for identification, and send to case staffers. Case Management Statement - 2025 02 Feb 04 - FILED	0.1	\$135.00	\$13.50	
Kelley Kilgore	3/5/24	Receipt and organization of client documents. Create file name, bates number for identification, and send to case staffers. Complaint - Proof of Service – FILED	0.1	\$90.00	\$9.00	
Kelley Kilgore	4/19/24	Receipt and organization of client documents. Create file name, bates number for identification, and send to case staffers. Notice of Change of Handling Attorney – FILED Request for Entry of Default EL DORADO - FILED	0.1	\$135.00	\$13.50	
Kelley Kilgore	6/14/24	Receipt and organization of client documents. Create file name, bates number for identification, and send to case staffers. W-9 - Saldana - Mediation Central Invoice - Deposit – Plaintiff SALDANA Letter From 2024 06 Jun 14 - Engagement Letter Mediation Agreement – Pimentel	0.1	\$135.00	\$13.50	
Kelley Kilgore	5/21/25	Receipt and organization of Joint Stipulation - [Proposed] Order - Continue CMC - RECEIVED, save to client file, and draft of internal memo regarding the same.	0.2	\$135.00	\$27.00	
Kelley Kilgore	9/9/25	Receipt and organization of Minute Order - Case Management Conference - 2026 04 Apr 09, save to client file, and draft of internal memo regarding the same.	0.2	\$150.00	\$30.00	
Kelley Kilgore	10/17/25	Receipt and organization of Minute Order - Motion for Preliminary Approval of Class Settlement, save to client file, and draft of internal memo regarding the same.	0.2	\$150.00	\$30.00	

		Receipt and organization of Motion for Preliminary Approval - Declaration of Nichols – FILED Motion for Preliminary Approval - Declaration of Pimentel - FULLY EXECUTED – FILED Motion for Preliminary Approval - Declaration of Webb - VERIFIED – FILED Motion for Preliminary Approval - Memorandum of Points and Authorities – FILED Motion for Preliminary Approval - Notice – FILED, save to client file, and draft of internal memo regarding the same.	0.2	\$150.00	\$30.00	
Kelley Kilgore	11/3/25					
Kelley Kilgore	9/19/25	Receipt and organization of Motion for Preliminary Approval – Memorandum of Points and Authorities, Motion for Preliminary Approval – Notice, Motion for Preliminary Approval – Declaration of Nichols, save to client file, and draft of internal memo regarding the same.	0.1	\$150.00	\$15.00	
Kelley Kilgore	4/2/25	Receipt and organization of Notice of Change of Address - El Dorado Farms, save to client file, and draft of internal memo regarding the same.	0.1	\$135.00	\$13.50	
Kelley Kilgore	9/5/25	Receipt and organization of Notice of Remote Appearance - 2025 09 Sept 10 - Madrigal, save to client file, and draft of internal memo regarding the same.	0.1	\$150.00	\$15.00	
Kelley Kilgore	10/2/25	Receipt and organization of Notice Of Remote Appearance - 2025 10 Oct 16 - Defendant, save to client file, and draft of internal memo regarding the same.	0.2	\$150.00	\$30.00	
Caden Gietzen	12/11/24	Receipt and organization of opposing docs regarding payroll register and time sheets.	0.6	\$135.00	\$81.00	
Kelley Kilgore	10/7/25	Receipt and organization of Order Regarding Remote Appearance - 2025 10 Oct 09 - GRANTED - FILED, save to client file, and draft of internal memo regarding the same.	0.1	\$150.00	\$15.00	
Kelley Kilgore	10/2/25	Receipt and organization of Order Regarding Remote Appearance - 2025 10 Oct 16 - Attorney CEN, Notice of Remote Appearance - 2025 10 Oct 16 - Attorney CEN, save to client file, and draft of internal memo regarding the same.	0.2	\$150.00	\$30.00	
Kelley Kilgore	9/25/25	Receipt and organization of Order Regarding Remote Appearance - RECEIVED, Notice of Remote Appearance - 2025 10 Oct 16 - FILED, save to client file, and draft of internal memo regarding the same.	0.2	\$150.00	\$30.00	
Priscilla Glaze	5/23/24	Receipt and organize Answer from Opposing Counsel.	0.1	\$225.00	\$22.50	
Priscilla Glaze	2/29/24	Receipt and organize email correspondence from CEN regarding next steps should the third attempt for personal service be unsuccessful.	0.1	\$225.00	\$22.50	
Priscilla Glaze	4/3/24	Receipt and organize signed Joint Prosecution Agreement (JPA) received from Client; Circulate to case staff.	0.2	\$225.00	\$45.00	
Priscilla Glaze	5/30/24	Receipt and organize Stipulation to Set Aside and Order signed by the Judge, sent via email correspondence from Opposing Counsel; Circulate to case staff.	0.2	\$225.00	\$45.00	
Priscilla Glaze	4/22/24	Receipt and review of action plan to set aside default and proceed with mediation in this case with Opposing Counsel; Discuss action plan to figure out PAGA deadlines to amend the Complaint to include PAGA claims.	0.2	\$225.00	\$45.00	
Katherine Cerva	5/30/24	Receipt and review of Answer filed by Defendants.	0.1	\$435.00	\$43.50	
Christopher Nic	1/31/24	Receipt and review of Authorization and Release of Employment Information.	0.1	\$475.00	\$47.50	
Morgan Edgar	9/10/25	Receipt and review of Case Management Conference Minute Order confirming that Case Management Conference is continued to April 9, 2026.	0.1	\$295.00	\$29.50	
Katherine Cerva	10/9/24	Receipt and review of Case Management Statement and Notice of Remote Appearance which have been filed with the Fresno County Superior Court .	0.2	\$450.00	\$90.00	
Katherine Cerva	1/13/25	Receipt and review of case management statement, and draft revisions regarding same.	0.2	\$450.00	\$90.00	
Katherine Cerva	2/19/24	Receipt and review of certification of mailing for Spoliation Letter - Veronica Basurto Pimentel - SIGNED. - RECEIVED	0.1	\$400.00	\$40.00	
Tyler Ballesteros	1/11/24	Receipt and review of client intake notes.	0.2	\$225.00	\$45.00	
Katherine Cerva	1/9/24	Receipt and review of client paystubs and draft internal memo regarding same.	0.2	\$400.00	\$80.00	
Morgan Edgar	1/7/25	Receipt and review of Co-Counsel email correspondence regarding attendance of class representative at Mediation and to confirm she is available on standby via telephone.	0.1	\$275.00	\$27.50	
Morgan Edgar	1/6/25	Receipt and review of Co-Counsel internal memo regarding action to request additional facts relating to unpaid overtime and strengthening argument for mediation.	0.1	\$275.00	\$27.50	
Morgan Edgar	10/21/24	Receipt and review of Co-Counsel internal memo regarding Case Management hearing remote login information. Subsequent telephone conference between Paralegal MYE and Office Coordinator /Legal Assistant JVA to obtain remote hearing login information.	0.1	\$225.00	\$22.50	
Katherine Cerva	9/10/25	Receipt and review of continuance of Case Management Conference.	0.2	\$495.00	\$99.00	
Katherine Cerva	2/4/25	Receipt and review of continuance of cmc.	0.1	\$450.00	\$45.00	
Karla Roman	1/9/25	Receipt and review of copy of Memorandum of Understanding executed by Opposing Party. Draft of email correspondence to Client regarding the same. Voicemail left with Client regarding the same. Telephone conference between Legal Assistant KJR and Client regarding the same.	0.3	\$150.00	\$45.00	
Christopher Nic	12/18/23	Receipt and review of correspondence including signed engagement agreement from Client and request for update. Memo to file regarding same.	0.2	\$475.00	\$95.00	
Karla Roman	11/17/25	Receipt and review of court register of actions.	0.1	\$210.00	\$21.00	
Morgan Edgar	10/17/25	Receipt and review of Court's Minute Order for Motion for Preliminary Approval of Class Settlement and new set court date for Supplemental Declaration and Brief.	0.1	\$295.00	\$29.50	
Morgan Edgar	2/3/25	Receipt and review of CPT Group's quote for class action administration for distribution of settlement proceeds. Draft internal memo regarding the same.	0.1	\$275.00	\$27.50	
Katherine Cerva	9/25/24	Receipt and review of deadline for mediation brief.	0.1	\$450.00	\$45.00	
Katherine Cerva	1/17/25	Receipt and review of Defendants Case Management Conference Statement.	0.2	\$450.00	\$90.00	
Katherine Cerva	4/11/24	Receipt and review of email correspondence and draft response regarding same.	0.2	\$435.00	\$87.00	

Katherine Cerva	4/19/24	Receipt and review of email correspondence from Attorney CEN re mediation.	0.3	\$435.00	\$130.50	
Katherine Cerva	11/13/25	Receipt and review of email correspondence from Attorney CEN regarding LWDA and review response regarding same.	0.2	\$495.00	\$99.00	
Morgan Edgar	12/20/24	Receipt and review of email correspondence from Case Staffers and Mediation Central confirming remittance of Mediation deposit.	0.1	\$225.00	\$22.50	
Morgan Edgar	2/4/25	Receipt and review of email correspondence from class action administrator Simpluris for a quote regarding administration for distribution of settlement proceeds.	0.1	\$275.00	\$27.50	
Lenden Webb	1/6/26	Receipt and review of email correspondence from Class Administrator regarding proposed objection form, exclusion form, pay period dispute form, and notice of class action settlement. Draft internal memo to file regarding action to file save the same.	0.1	\$675.00	\$67.50	
Katherine Cerva	1/10/25	Receipt and review of email correspondence from Client regarding signature to settlement agreement, action to provide answer to clarification questions.	0.2	\$450.00	\$90.00	
Katherine Cerva	11/4/24	Receipt and review of email correspondence from co counsel regarding continuance of case management conference.	0.1	\$450.00	\$45.00	
Katherine Cerva	9/18/25	Receipt and review of email correspondence from co counsel regarding declarations for Attorney LFW and Pimental, action to return with signatures.	0.2	\$495.00	\$99.00	
Katherine Cerva	7/12/24	Receipt and review of email correspondence from co-counsel and draft response regarding same, action to file and serve Amendment to Complaint.	0.2	\$435.00	\$87.00	
Katherine Cerva	10/1/24	Receipt and review of email correspondence from co-counsel and draft response regarding same.	0.2	\$450.00	\$90.00	
Morgan Edgar	5/15/25	Receipt and review of email correspondence from Co-Counsel confirming continuance of Case Management Conference via Joint Stipulation and no action to file Case Management Statement.	0.1	\$275.00	\$27.50	
Morgan Edgar	2/12/25	Receipt and review of email correspondence from Co-Counsel confirming selection of Simpluris for class administration of settlement proceeds.	0.1	\$275.00	\$27.50	
Katherine Cerva	9/19/25	Receipt and review of email correspondence from co-counsel regarding finalize the remaining documents for this motion and file + serve today.	0.1	\$495.00	\$49.50	
Katherine Cerva	1/10/25	Receipt and review of email correspondence from co-counsel regarding action to draft settlement agreement long form, and draft response regarding same.	0.2	\$450.00	\$90.00	
Katherine Cerva	1/24/25	Receipt and review of email correspondence from co-counsel regarding action to get quotes from class admin, draft response regarding same.	0.2	\$450.00	\$90.00	
Katherine Cerva	10/1/24	Receipt and review of email correspondence from co-counsel regarding ADR Stipulation.	0.2	\$450.00	\$90.00	
Katherine Cerva	10/29/25	Receipt and review of email correspondence from co-counsel regarding approval and draft response regarding same.	0.2	\$495.00	\$99.00	
Katherine Cerva	9/26/24	Receipt and review of email correspondence from co-counsel regarding Case Management Statement and ADR Stipulation and draft response regarding same.	0.2	\$450.00	\$90.00	
Morgan Edgar	8/1/25	Receipt and review of email correspondence from Co-Counsel regarding confirmation of Motion for Preliminary Approval date and time.	0.1	\$295.00	\$29.50	
Katherine Cerva	5/20/25	Receipt and review of email correspondence from co-counsel regarding continuance of case management conference, draft response regarding same.	0.2	\$475.00	\$95.00	
Karla Roman	10/17/25	Receipt and review of email correspondence from Co-Counsel regarding continued hearing date for Motion for Preliminary Approval of Settlement. Update calendar. Cross-calendar deadline to submit moving papers.	0.2	\$210.00	\$42.00	
Katherine Cerva	1/6/25	Receipt and review of email correspondence from co-counsel regarding follow up questions for client regarding mediation, and draft response regarding same.	0.2	\$450.00	\$90.00	
Katherine Cerva	6/12/25	Receipt and review of email correspondence from co-counsel regarding initial draft of motion for settlement approval, and draft response regarding same.	0.1	\$475.00	\$47.50	
Katherine Cerva	2/12/25	Receipt and review of email correspondence from co-counsel regarding long from settlement and draft response regarding same, action to revise and send to opposing counsel.	0.3	\$450.00	\$135.00	
Katherine Cerva	7/24/25	Receipt and review of email correspondence from co-counsel regarding motion for preliminary approval action to review and provide response.	0.2	\$495.00	\$99.00	
Katherine Cerva	10/3/25	Receipt and review of email correspondence from co-counsel regarding notice of remote appearance, draft internal memo regarding action to ensure sent to court for our appearance at hearing.	0.2	\$495.00	\$99.00	
Katherine Cerva	10/15/25	Receipt and review of email correspondence from co-counsel regarding oral argument and review opposing counsel response regarding same.	0.2	\$495.00	\$99.00	
Katherine Cerva	6/12/25	Receipt and review of email correspondence from co-counsel regarding preliminary approval and draft response regarding same.	0.2	\$475.00	\$95.00	
Katherine Cerva	4/18/24	Receipt and review of email correspondence from Co-Counsel regarding reasons to include PAGA.	0.2	\$435.00	\$87.00	
Morgan Edgar	9/18/25	Receipt and review of email correspondence from Co-Counsel regarding request for signatures on Declarations in Support of Motion for Preliminary Approval of Settlement.	0.1	\$295.00	\$29.50	
Katherine Cerva	5/23/24	Receipt and review of email correspondence from co-counsel regarding revisions to stipulation to set aside, and action to follow up with Opposing Counsel.	0.1	\$435.00	\$43.50	
Katherine Cerva	5/20/25	Receipt and review of email correspondence from co-counsel regarding settlement terms and action to respond with thoughts.	0.1	\$475.00	\$47.50	

Morgan Edgar	10/16/25	Receipt and review of email correspondence from Co-Counsel regarding the Court continuing motion for preliminary hearing date to November 18, 2025 at 3:30 PM and deadline to submit papers by November 7 regarding additional analysis on the risks/case value and fee information.	0.1	\$295.00	\$29.50	
Morgan Edgar	2/11/25	Receipt and review of email correspondence from Co-Counsel to obtain one more additional quote for class administration and action to confirm drafts of class notice, pay period dispute form, opt-out, and objections forms.	0.1	\$275.00	\$27.50	
Katherine Cerva	9/22/25	Receipt and review of email correspondence from co-counsel with Motion for Preliminary Approval.	0.2	\$495.00	\$99.00	
Katherine Cerva	6/13/25	Receipt and review of email correspondence from counsel with signed agreement, and draft email to opposing counsel with final agreement.	0.2	\$475.00	\$95.00	
Katherine Cerva	7/16/24	Receipt and review of email correspondence from Defendants regarding Answer to First Amended Complaint.	0.1	\$435.00	\$43.50	
Karla Roman	1/10/25	Receipt and review of email correspondence from DocuSign regarding client's execution of Memorandum of Understanding. File save and draft internal memo to file regarding the same.	0.1	\$150.00	\$15.00	
Priscilla Glaze	2/28/24	Receipt and review of email correspondence from Eddings Process Service regarding the first two attempts at personal service of the Summons and Complaint being unsuccessful; Draft internal memo to case staff regarding best way to proceed if third and final attempt is unsuccessful as well.	0.2	\$225.00	\$45.00	
Katherine Cerva	12/19/24	Receipt and review of email correspondence from LFWW regarding mediator payment and draft response regarding same.	0.2	\$450.00	\$90.00	
Morgan Edgar	12/19/24	Receipt and review of email correspondence from Mediation Central confirming ACH bank wiring account information.	0.1	\$225.00	\$22.50	
Katherine Cerva	12/18/24	Receipt and review of email correspondence from mediator and draft response regarding same.	0.2	\$450.00	\$90.00	
Katherine Cerva	10/4/24	Receipt and review of email correspondence from Mediator regarding new date and draft response regarding same.	0.2	\$450.00	\$90.00	
Katherine Cerva	12/27/24	Receipt and review of email correspondence from mediator regarding payment, no further action.	0.2	\$450.00	\$90.00	
Katherine Cerva	1/3/25	Receipt and review of email correspondence from Mediator, and draft email correspondence to co-counsel re same.	0.2	\$450.00	\$90.00	
Morgan Edgar	12/10/24	Receipt and review of email correspondence from Opposing Counsel providing secure link to Defendant's document production.	0.1	\$225.00	\$22.50	
Katherine Cerva	5/30/24	Receipt and review of email correspondence from Opposing Counsel re continuance of CMC and acceptance of stipulation o set aside default.	0.2	\$435.00	\$87.00	
Katherine Cerva	4/11/24	Receipt and review of email correspondence from Opposing Counsel re service of the Complaint, and draft proposed response re same.	0.2	\$435.00	\$87.00	
Katherine Cerva	5/16/24	Receipt and review of email correspondence from Opposing counsel re status of stipulation and review Attorney CEN response re same.	0.2	\$435.00	\$87.00	
Katherine Cerva	5/24/24	Receipt and review of email correspondence from Opposing Counsel regarding filing of stipulation to set aside judgment.	0.2	\$435.00	\$87.00	
Katherine Cerva	10/2/24	Receipt and review of email correspondence from Opposing Counsel regarding Mediation scheduling, and draft of email correspondence from co-counsel regarding Mediation attendance.	0.2	\$450.00	\$90.00	
Katherine Cerva	5/28/24	Receipt and review of email correspondence from Opposing Counsel regarding potential class members, action to discuss with co-counsel.	0.2	\$435.00	\$87.00	
Katherine Cerva	5/30/25	Receipt and review of email correspondence from opposing counsel regarding revisions to Settlement Agreement, draft response regarding action to revise and send for signatures.	0.2	\$475.00	\$95.00	
Katherine Cerva	9/13/24	Receipt and review of email correspondence from opposing counsel regarding sampling and draft response regarding same.	0.2	\$450.00	\$90.00	
Morgan Edgar	2/12/26	Receipt and review of email correspondence from Opposing Counsel regarding service contacts for updating Proof of Service.	0.1	\$310.00	\$31.00	
Katherine Cerva	11/25/24	Receipt and review of email correspondence from Opposing Counsel regarding status and draft response regarding same.	0.2	\$450.00	\$90.00	
Katherine Cerva	3/17/25	Receipt and review of email correspondence from opposing counsel regarding status on settlement agreement and djust response regarding same.	0.1	\$450.00	\$45.00	
Katherine Cerva	5/20/25	Receipt and review of email correspondence from opposing counsel regarding stipulation to continue CMC.	0.1	\$475.00	\$47.50	
Katherine Cerva	4/25/24	Receipt and review of email correspondence from Opposing Counsel regarding Stipulation, documents, and mediator and draft internal memo re same.	0.2	\$435.00	\$87.00	
Katherine Cerva	10/15/25	Receipt and review of email correspondence from opposing counsel regarding tentative ruling and oral argument to continue the hearing and provide a new date to provide additional information.	0.2	\$495.00	\$99.00	
Katherine Cerva	1/9/25	Receipt and review of email correspondence from opposing counsel regarding the MLU, and draft email to send to Client for signature.	0.2	\$450.00	\$90.00	
Katherine Cerva	12/11/24	Receipt and review of email correspondence from opposing counsel with document production.	0.2	\$450.00	\$90.00	
Katherine Cerva	6/27/25	Receipt and review of email correspondence from opposing counsel with signature to settlement agreement, and draft response to co-counsel regarding same.	0.2	\$475.00	\$95.00	

Morgan Edgar	2/12/25	Receipt and review of email correspondence from Phoenix with class administration quote. Subsequently draft internal memo to Case Staffers regarding the same.	0.1	\$275.00	\$27.50	
Katherine Cerva	3/4/25	Receipt and review of email correspondence from Simpluris regarding declaration in support of preliminary approval.	0.2	\$450.00	\$90.00	
Morgan Edgar	3/7/25	Receipt and review of email correspondence from Simpluris regarding declaration in support of preliminary approval.	0.1	\$275.00	\$27.50	
Katherine Cerva	10/9/25	Receipt and review of email correspondence regarding Consent to Electronic Service and Notice of E-Service Address.	0.2	\$495.00	\$99.00	
Katherine Cerva	1/13/25	Receipt and review of email correspondence regarding long form settlement agreement, and draft response regarding same.	0.2	\$450.00	\$90.00	
Katherine Cerva	10/2/24	Receipt and review of email correspondence regarding mediation reschedule, and draft response regarding same.	0.1	\$450.00	\$45.00	
Katherine Cerva	8/1/25	Receipt and review of email correspondence regarding Motion for Preliminary Approval hearing date, and draft response regarding same.	0.1	\$495.00	\$49.50	
Katherine Cerva	11/4/25	Receipt and review of email correspondence regarding Motion for Preliminary Approval.	0.2	\$495.00	\$99.00	
Morgan Edgar	9/6/24	Receipt and review of email correspondence regarding outstanding discovery and Mediation.	0.1	\$225.00	\$22.50	
Morgan Edgar	1/23/25	Receipt and review of email correspondence regarding quotes on class administration for disbursement of settlement proceeds.	0.1	\$275.00	\$27.50	
Katherine Cerva	5/23/24	Receipt and review of email correspondence regarding stipulation and filing and update as to class information.	0.2	\$435.00	\$87.00	
Katherine Cerva	5/22/24	Receipt and review of email correspondence regarding stipulation to set aside default and draft response regarding same.	0.2	\$435.00	\$87.00	
Katherine Cerva	11/7/25	Receipt and review of email correspondence regarding supplemental declarations to motion.	0.2	\$495.00	\$99.00	
Katherine Cerva	9/23/25	Receipt and review of email correspondence to opposing counsel regarding Notice and Order for Remote Appearance for Motion for Class Settlement Approval.	0.2	\$495.00	\$99.00	
Tyler Ballesteros	4/29/24	Receipt and review of email from Attorney CEN regarding analysis of PAGA justification.	0.2	\$295.00	\$59.00	
Christopher Nic	12/5/23	Receipt and review of Engagement agreement and signed employment authorization form.	0.2	\$475.00	\$95.00	
Katherine Cerva	6/13/25	Receipt and review of executed settlement agreement, and draft email correspondence to co-counsel for signature.	0.2	\$475.00	\$95.00	
Christopher Nic	2/22/24	Receipt and review of Filed Complaint and Summons and Attorney KEC memo directing service.	0.1	\$475.00	\$47.50	
Katherine Cerva	12/21/23	Receipt and review of intake notes from LAM, action to send for draft of Complaint.	0.2	\$400.00	\$80.00	
Katherine Cerva	6/3/24	Receipt and review of internal case status update.	0.2	\$435.00	\$87.00	
Katherine Cerva	7/17/24	Receipt and review of internal memo from Attorney LFW re Mediation and draft response regarding same.	0.1	\$435.00	\$43.50	
Katherine Cerva	5/29/24	Receipt and review of internal memo from Attorney LFW re mediator selection.	0.1	\$435.00	\$43.50	
Katherine Cerva	5/2/24	Receipt and review of internal memo from Attorney LFW re status and draft response regarding same.	0.2	\$435.00	\$87.00	
Katherine Cerva	9/5/25	Receipt and review of internal memo from Attorney LFW regarding motion for class certification	0.2	\$495.00	\$99.00	
Morgan Edgar	12/16/24	Receipt and review of internal memo from Case Staffer circulating prepared draft of Mediation Brief for review.	0.1	\$225.00	\$22.50	
Morgan Edgar	10/6/25	Receipt and review of internal memo from Case Staffer confirming endorsed filed stamped copy of Notice of and Order re Remote Appearance for Motion for Preliminary Approval of Class Action Settlement.	0.1	\$295.00	\$29.50	
Morgan Edgar	10/31/25	Receipt and review of internal memo from Case Staffer regarding action to supplement declaration for justification of attorney fee award.	0.2	\$295.00	\$59.00	
Morgan Edgar	10/21/24	Receipt and review of internal memo from Case Staffer regarding appearance at Case Management Conference.	0.2	\$225.00	\$45.00	
Morgan Edgar	11/25/25	Receipt and review of internal memo from Case Staffer regarding case action plan for Motion for Final Approval and distribution of settlement proceeds with class action administrator Simpluris.	0.2	\$295.00	\$59.00	
Morgan Edgar	8/8/25	Receipt and review of internal memo from Case Staffer regarding Client requeint status on motion to approve settlement hearing and timeline expectation. Subsreutnyl draft internal memo to Case Staffer regarding the same.	0.1	\$295.00	\$29.50	
Morgan Edgar	8/14/25	Receipt and review of internal memo from Case Staffer regarding draft Case Management Conference Statement.	0.1	\$295.00	\$29.50	
Morgan Edgar	1/22/25	Receipt and review of internal memo from Case Staffer regarding draft of the long form settlement agreement.	0.1	\$275.00	\$27.50	
Morgan Edgar	9/19/25	Receipt and review of internal memo from Case Staffer regarding endorsed filed stamped copies of Motion for Preliminary Approval and confirmation of hearing date on October 16, 2025.	0.1	\$295.00	\$29.50	
Morgan Edgar	5/21/25	Receipt and review of internal memo from Case Staffer regarding Joint Stipulation regarding proposed order to continued Case Management Conference received by Court.	0.1	\$275.00	\$27.50	

Morgan Edgar	1/7/25	Receipt and review of internal memo from Case Staffer regarding memorialization of settlement terms and circulating settlement agreement and drafting motion for preliminary approval of class settlement.	0.1	\$275.00	\$27.50	
Morgan Edgar	10/2/25	Receipt and review of internal memo from Case Staffer regarding Notice of Remote Appearance for hearing set for Motion for Preliminary Approval of Settlement.	0.1	\$295.00	\$29.50	
Morgan Edgar	3/7/25	Receipt and review of internal memo from Case Staffer regarding process of finalizing long form settlement agreement and filing for preliminary approval of settlement to draft status and action email for managing Client's expectations.	0.1	\$275.00	\$27.50	
Morgan Edgar	12/30/24	Receipt and review of internal memo from Case Staffer regarding providing Co-Counsel draft of prepared mediation brief.	0.1	\$225.00	\$22.50	
Morgan Edgar	4/2/25	Receipt and review of internal memo from Case Staffer regarding service of Co-Counsel's Notice of Change of Address.	0.1	\$275.00	\$27.50	
Morgan Edgar	12/10/24	Receipt and review of internal memo from Case Staffer requesting update on Opposing Counsel's document production.	0.1	\$225.00	\$22.50	
Morgan Edgar	12/18/24	Receipt and review of internal memo from Case Staffer to confirm if mediation fees have been paid.	0.1	\$225.00	\$22.50	
Katherine Cerva	1/15/24	Receipt and review of internal memo from JKA re message from Client.	0.1	\$400.00	\$40.00	
Katherine Cerva	10/29/25	Receipt and review of internal memo from opposing counsel.	0.2	\$495.00	\$99.00	
Katherine Cerva	4/3/24	Receipt and review of internal memo from PRI regarding no answer on file, respond re action to file Request for Default.	0.2	\$435.00	\$87.00	
Katherine Cerva	12/29/23	Receipt and review of internal memo from Senior Law Clerk LAM regarding business address, action to do background report and contact client for paystubs.	0.2	\$400.00	\$80.00	
Katherine Cerva	4/25/24	Receipt and review of internal memo re status of PAGA filing and draft internal memo re sasme.	0.2	\$435.00	\$87.00	
Karla Roman	11/25/25	Receipt and review of internal memo regarding action plan moving forward, including action to coordinate with Class Administrator when necessary.	0.1	\$210.00	\$21.00	
Karla Roman	12/3/25	Receipt and review of internal memo regarding action to notify client of preliminary approval of class settlement. Confirm completion of the same.	0.2	\$210.00	\$42.00	
Katherine Cerva	6/25/25	Receipt and review of internal memo regarding case management conference.	0.2	\$475.00	\$95.00	
Katherine Cerva	1/6/25	Receipt and review of internal memo regarding clients mediation attendance and availability.	0.2	\$450.00	\$90.00	
Karla Roman	10/16/25	Receipt and review of internal memo regarding Court's tentative rulings regarding denial of Motion for Preliminary Approval.	0.1	\$210.00	\$21.00	
Katherine Cerva	11/3/25	Receipt and review of internal memo regarding declaration.	0.2	\$495.00	\$99.00	
Katherine Cerva	1/6/25	Receipt and review of internal memo regarding facts from client, and action to follow up for further information.	0.2	\$450.00	\$90.00	
Katherine Cerva	10/22/25	Receipt and review of internal memo regarding filing of updated paperwork.	0.2	\$495.00	\$99.00	
Katherine Cerva	4/25/24	Receipt and review of internal memo regarding mediator selection and class size and draft response regarding same.	0.2	\$435.00	\$87.00	
Katherine Cerva	8/4/25	Receipt and review of internal memo regarding Motion for Preliminary Approval of Class Settlement.	0.1	\$495.00	\$49.50	
Katherine Cerva	3/5/24	Receipt and review of internal memo regarding service of Complaint and action to follow up regarding Answer.	0.2	\$400.00	\$80.00	
Katherine Cerva	3/1/24	Receipt and review of internal memo regarding service of Complaint.	0.1	\$400.00	\$40.00	
Katherine Cerva	9/19/25	Receipt and review of internal memo regarding signatures to Motion for Preliminary Approval, action to send to co-counsel.	0.2	\$495.00	\$99.00	
Katherine Cerva	1/11/24	Receipt and review of internal memo regarding status of Paystub for Veronica Basurto.	0.1	\$400.00	\$40.00	
Karla Roman	11/10/25	Receipt and review of internal memo regarding updated draft of Supplemental Declaration of Attorney LFW in Support of Motion for Class Approval. File save.	0.1	\$210.00	\$21.00	
Morgan Edgar	11/25/24	Receipt and review of internal memos from Case Staffers regarding outstanding production of documents from Defendant.	0.1	\$225.00	\$22.50	
Katherine Cerva	2/22/24	Receipt and review of internal memos regarding action to not DQ.	0.1	\$400.00	\$40.00	
Raza Khan	1/8/25	Receipt and review of interoffice memo regarding settlement.	0.2	\$425.00	\$85.00	
Morgan Edgar	12/19/24	Receipt and review of Mediation Central Engagement Letter to confirm mediation cancellation date and payment of mediation deposit.	0.2	\$225.00	\$45.00	
Morgan Edgar	10/4/24	Receipt and review of Mediation Engagement Letter. Draft of important pre-mediation dates and timelines.	0.4	\$225.00	\$90.00	
Katherine Cerva	6/18/24	Receipt and review of mediation selction.	0.2	\$435.00	\$87.00	
Morgan Edgar	10/1/24	Receipt and review of Mediator Laurie Saldana confirming scheduled Mediation if off calendar.	0.1	\$225.00	\$22.50	
Katherine Cerva	7/23/25	Receipt and review of memo from co-counsel regarding status of Motion for Preliminary Approval of Settlement Agreement.	0.2	\$495.00	\$99.00	
Katherine Cerva	2/28/25	Receipt and review of memo regarding action to revise settlement agreement for assistance if achieving approval of settlement from the Court.	0.2	\$450.00	\$90.00	
Katherine Cerva	1/21/25	Receipt and review of memo regarding long form settlement format, draft response regarding same.	0.2	\$450.00	\$90.00	
Katherine Cerva	10/22/25	Receipt and review of Motion for Preliminary Approval of Class Settlement.	0.2	\$495.00	\$99.00	
Christopher Nic	2/22/24	Receipt and review of Notice of assignment. Brief interoffice memo about the assignment and reasonableness of judge appointment	0.2	\$475.00	\$95.00	
Katherine Cerva	2/22/24	Receipt and review of Notice of Case Management Conference and designation of Judge.	0.2	\$400.00	\$80.00	
Katherine Cerva	4/2/25	Receipt and review of notice of change of address.	0.1	\$475.00	\$47.50	

Katherine Cerva	5/29/25	Receipt and review of order from court regarding continuation of Case Management Conference.	0.2	\$475.00	\$95.00	
Katherine Cerva	10/8/25	Receipt and review of Order Regarding Remote Appearance - 2025 10 Oct 09 - GRANTED – FILED.	0.2	\$495.00	\$99.00	
Morgan Edgar	11/7/25	Receipt and review of prepared draft of Declaration of Attorney LFW for Motion for Preliminary Approval.	0.1	\$295.00	\$29.50	
Christopher Nic	3/6/24	Receipt and review of Proof of Service of Summons.	0.1	\$475.00	\$47.50	
Katherine Cerva	3/6/24	Receipt and review of Proof of Service.	0.1	\$400.00	\$40.00	
Katherine Cerva	10/3/25	Receipt and review of service of Defendants Notice of Remote Appearance.	0.2	\$495.00	\$99.00	
Katherine Cerva	3/11/25	Receipt and review of status and action email sent to client.	0.1	\$450.00	\$45.00	
Morgan Edgar	10/15/25	Receipt and review of Tentative Ruling denying motion for preliminary approval of class and PAGA Settlement.	0.1	\$295.00	\$29.50	
Karla Roman	11/17/25	Receipt and review of tentative ruling on Motion for Preliminary Approval of Class and PAGA Settlement, file save, and sent to Case Staffers.	0.2	\$210.00	\$42.00	
Morgan Edgar	11/17/25	Receipt and review of tentative ruling regarding Motion for Preliminary Approval of Class and PAGA Settlement.	0.1	\$295.00	\$29.50	
Katherine Cerva	11/18/25	Receipt and review of tentative ruling.	0.2	\$495.00	\$99.00	
Katherine Cerva	10/22/25	Receipt and review of update from Co-counsel regarding Simplurus declaration and draft response regarding same.	0.2	\$495.00	\$99.00	
Christopher Nic	3/1/24	Receipt and review of update on service attempts and memorandum to file with action plan for additional attempts.	0.1	\$475.00	\$47.50	
Karla Roman	6/13/25	Receipt of Client's executed Class and PAGA Settlement Agreement, execute, file save, and sent to Case Staffer for circulation with all Counsel.	0.2	\$150.00	\$30.00	
Jocelyn Arteaga	9/30/24	Receipt of, save to client file and sent to case staffers the ADR Stipulation.	0.1	\$125.00	\$12.50	
Jocelyn Arteaga	2/3/25	Receipt of, save to client file and sent to case staffers the Case Management Conference - Minute Order - 2025 01 Jan 27.	0.1	\$125.00	\$12.50	
Jocelyn Arteaga	5/24/24	Receipt of, save to client file and sent to case staffers the Stipulation to Set Aside Default - [Proposed] Order.	0.1	\$125.00	\$12.50	
Priscilla Glaze	4/22/24	Research PAGA notice letter submission and service; Provide detailed email with instructions to Attorney KEC and Attorney LFW on action plan of how to proceed with the notice letter submission and all PAGA filing deadlines.	0.9	\$225.00	\$202.50	
Priscilla Glaze	2/22/24	Research Secretary of State's business search for Defendant's service of process of the Summons and Complaint address; Draft internal memo to Attorneys KEC and CEN regarding which address they would prefer the Summons and Complaint be served to.	0.6	\$225.00	\$135.00	
Jocelyn Arteaga	1/13/25	Review court docket. Draft of Case Management Statement.	0.3	\$125.00	\$37.50	
Morgan Edgar	7/22/24	Review important upcoming dates and deadlines. Confirm that they are on calendar.	0.2	\$175.00	\$35.00	
Karla Roman	1/6/26	Review of case deadlines and ensure cross-calendars and hearing dates are accurate.	0.1	\$230.00	\$23.00	
Karla Roman	6/12/25	Review of Class Action and PAGA Settlement Agreement.	0.1	\$150.00	\$15.00	
Katherine Cerva	11/4/24	Review of Court docket to confirmation continuance of Case Management Conference.	0.2	\$450.00	\$90.00	
Karla Roman	10/31/25	Review of Register of Actions for file endorsed copies of documents, download, and draft internal memo to file regarding action to file save.	0.2	\$210.00	\$42.00	
Karla Roman	11/19/25	Review of Register of Actions for Minute Order regarding Motion for Preliminary Approval of Settlement Agreement, file save, and sent to case staffers. Telephone conference between Paralegal KJR and class representative regarding the same.	0.3	\$210.00	\$63.00	
Karla Roman	5/29/25	Review of Register of Actions. Receipt of, file save, and sent to Case Staffers Court Order granting continuance of Case Management Conference from June 3, 2025 to September 10, 2025. Update calendar.	0.2	\$150.00	\$30.00	
Christopher Nic	2/28/24	Review of service attempt status updates. Memo to file regarding same and potential of hiring server for additional attempts.	0.1	\$475.00	\$47.50	
Katherine Cerva	9/10/25	Review of settlement agreement attorney fees and draft correspondence to Attorney LFW re same.	0.2	\$495.00	\$99.00	
Christopher Nic	1/5/24	Review of Veronica Basurto notes from her time working for El Dorado. Determine she should seek worker's compensation counsel. Memo to file regarding same.	0.2	\$475.00	\$95.00	
Karla Roman	8/1/25	Review Register of Actions for information on Motion for Preliminary Approval of Settlement hearing.	0.1	\$150.00	\$15.00	
Priscilla Glaze	4/23/24	Revise and finalize PAGA Notice to be provided to Opposing Counsel and submitted to the PAGA portal for issuance of an LWDA case number and approval to add PAGA claims to First Amended Complaint; Circulate to case staff; Bill to Client.	1.2	\$225.00	\$270.00	
Katherine Cerva	12/30/24	Revise and send draft of mediation brief to co-counsel.	0.5	\$450.00	\$225.00	
Katherine Cerva	9/26/24	Revise Case Management statement and draft response regarding same.	0.2	\$450.00	\$90.00	
Katherine Cerva	5/28/24	Revise Case Management Statement.	0.2	\$435.00	\$87.00	
Katherine Cerva	5/20/25	Revise Class Action and PAGA Settlement Agreement and draft memo to class counsel regarding agreeance to terms.	0.4	\$475.00	\$190.00	
Katherine Cerva	8/15/25	Revise CMC Statement further.	0.2	\$495.00	\$99.00	
Katherine Cerva	2/9/24	Revise Complaint.	0.2	\$400.00	\$80.00	
Priscilla Glaze	4/4/24	Revise Request for Entry of Default; Draft Notice of Association of Counsel.	0.9	\$225.00	\$202.50	
Katherine Cerva	1/29/24	Revise Spoliation Letter and Employment Records request and instruct to send for service.	0.2	\$400.00	\$80.00	
Luis Medrano	1/29/24	Revise Spoliation Letter to be mailed out to Defendant.	0.2	\$195.00	\$39.00	
Tyler Ballesteros	1/19/24	Revise summons.	0.1	\$225.00	\$22.50	

Priscilla Glaze	2/22/24	Send case initiation packet (Complaint, Summons, Civil Case Cover Sheet, and Case Management Conference Schedule) to Eddings Process Service for service; Draft internal memo to case staff regarding service process having started.	0.1	\$225.00	\$22.50	
Katherine Cerva	11/7/25	Send email correspondence to co-counsel regarding mediation notes.	0.2	\$495.00	\$99.00	
Priscilla Glaze	4/2/24	Send text message reminder to Client to sign JPA.	0.1	\$225.00	\$22.50	
Priscilla Glaze	2/9/24	Set up case in WestLaw Form Builder; Draft Summons and Civil Case Cover Sheet, and finalize Complaint; Submit to the Court for filing; Bill to Client.	1.1	\$225.00	\$247.50	
Luis Medrano	12/21/23	Start drafting El Dorado Farms complaint.	0.8	\$195.00	\$156.00	
Katherine Cerva	4/23/24	Telephone conference between Attorney CEN and Attorney KEC regarding filing of LWDA letter.	0.2	\$435.00	\$87.00	
Katherine Cerva	4/23/24	Telephone conference between Attorney LFW and Attorney KEC regarding LWDA filing.	0.1	\$435.00	\$43.50	
Luis Medrano	1/2/24	Telephone conference between Case Manager CLM and Senior Law Clerk LAM regarding background check of El Dorado Farms and follow up with client per Attorney KEC's instructions.	0.2	\$195.00	\$39.00	
Casey McGee	1/2/24	Telephone conference between Case Manager CLM and Senior Law Clerk LAM regarding background check of El Dorado Farms and follow up with client per Attorney KEC's instructions.	0.2	\$125.00	\$25.00	
Luis Medrano	1/2/24	Telephone conference between Case Manager CLM and Senior Law Clerk LAM regarding checks needed for Uncashed Warrant task for Haas case. Per Case Manager CLM, Office Assistant JVA will scan checks over.	0.1	\$195.00	\$19.50	
Casey McGee	1/2/24	Telephone conference between Case Manager CLM and Senior Law Clerk LAM regarding checks needed for Uncashed Warrant task for Haas case. Per Case Manager CLM, Office Assistant JVA will scan checks over.	0.1	\$125.00	\$12.50	
Axel Chilaca	12/30/24	Telephone conference between Co-Counsel and Case Manager AXL regarding action needed for Mediation Brief. Draft of internal memo to case staff regarding the same.	0.2	\$175.00	\$35.00	
Karla Roman	1/7/25	Telephone conference between Legal Assistant KJR and Class Representative regarding total amount of overtime worked during duration of employment with Defendant. Draft internal memo to file regarding the same.	0.2	\$150.00	\$30.00	
Karla Roman	1/10/25	Telephone conference between Legal Assistant KJR and Client clarifying estimated settlement amount to be received.	0.1	\$150.00	\$15.00	
Karla Roman	3/14/25	Telephone conference between Legal Assistant KJR and Client regarding case status update. Draft of text correspondence to Client regarding the same.	0.2	\$150.00	\$30.00	
Karla Roman	6/12/25	Telephone conference between Legal Assistant KJR and Client regarding confirmation of receipt of DocuSign envelope containing class and PAGA Settlement Agreement.	0.1	\$150.00	\$15.00	
Eric Rodriguez	1/8/25	Telephone conference between Office Assistant ERC and Veronica Basurto regarding updates from yesterday's El Dorado - Mediation; draft of email correspondence to Attorney KEC regarding the same.	0.2	\$110.00	\$22.00	
Karla Roman	1/10/25	Telephone conference between Office Coordinator/Legal Assistant JVA and Legal Assistant KJR regarding task to follow up with Client regarding total settlement amount.	0.1	\$150.00	\$15.00	
Jocelyn Arteaga	1/10/25	Telephone conference between Office Coordinator/Legal Assistant JVA and Legal Assistant KJR regarding task to follow up with Client regarding total settlement amount.	0.1	\$125.00	\$12.50	
Karla Roman	11/17/25	Telephone conference between Paralegal KJR and Class Representative Basurto regarding case status update and request for further correspondence after court hears Motion for Preliminary Approval of Class Settlement.	0.2	\$210.00	\$42.00	
Karla Roman	8/8/25	Telephone conference between Paralegal KJR and Class Representative regarding Motion for Preliminary Approval of Class Settlement.	0.1	\$150.00	\$15.00	
Morgan Edgar	1/7/25	Telephone conference between Paralegal MYE and Mediator Laurie Saldana confirming that counsel received remote Mediation login credentials.	0.1	\$275.00	\$27.50	
Luis Medrano	1/12/24	Telephone conference between Senior Law Clerk TCB and Senior Law Clerk LAM regarding corrections to El Dorado Farms complaint.	0.3	\$195.00	\$58.50	
Priscilla Glaze	3/28/24	Telephone conference with Client regarding Attorney CEN corporate name change and JPA; Send JPA to Client via DocuSign.	0.2	\$225.00	\$45.00	
Luis Medrano	12/28/23	Telephone conference with client regarding paystubs received at El Dorado Farms and for client to send electronic copies of these as soon as she can.	0.3	\$195.00	\$58.50	
Luis Medrano	1/30/24	Telephone conference with client to confirm intake notes detailing her previous work schedule for defendant and clarification on how she was paid additional piece of harvest she picked and boxed.	0.2	\$195.00	\$39.00	
Luis Medrano	12/26/23	Telephone conference with Client Veronica Pimentel to confirm specific information on intake interview.	0.1	\$195.00	\$19.50	
Katherine Cerva	9/18/25	Telephone conference with co counsel regarding motion for class certification.	0.2	\$495.00	\$99.00	
Priscilla Glaze	3/4/24	Telephone conference with Eddings Process Service regarding invoice to be paid for the service of the Summons and Complaint; Bill to Client.	0.2	\$225.00	\$45.00	
Priscilla Glaze	3/29/24	Text message Client regarding signing the JPAs sent via DocuSign.	0.1	\$225.00	\$22.50	
Karla Roman	3/10/25	Translate status email to Client. Draft internal memo to file regarding the same.	0.4	\$150.00	\$60.00	
Karla Roman	8/8/25	Voicemail left with Class Representative regarding case status update.	0.1	\$150.00	\$15.00	
Karla Roman	1/3/25	Voicemail left with Class Representative regarding mediation. Telephone conference between Legal Assistant KJR and Class representative regarding confirmation of scheduled mediation, availability to be on stand-by for mediation, and best phone number to contact regarding the same. Draft internal memo to file regarding the same.	0.3	\$150.00	\$45.00	

Karla Roman	1/6/25	Voicemail left with Class Representative regarding request for follow-up to prepare for mediation. Telephone conference between Legal Assistant KJR and Class Representative regarding her experience working for Defendant and draft internal memo regarding the same. Draft of text message to client regarding additional question on estimate of time range worked overtime each day.	0.5	\$150.00	\$75.00	
		TOTAL HOURS	131.5	TOTAL BILLABLE	\$38,919.75	

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF FRESNO

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My primary business address is 10650 Treena Street, Suite 212, San Diego, California, 92131. On Monday, April 13, 2026, I served a copy of the following documents:

- **NOTICE OF MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**
- **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT**
- **DECLARATION OF LENDEN F. WEBB IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT**
- **DECLARATION OF CHRISTOPHER E. NICHOLS IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT**
- **DECLARATION OF ARRON WEISEL CLASS ADMINISTRATOR**
- **[PROPOSED] JUDGMENT**

☒ **By Electronic Service:** Based on a court order, Code of Civil Procedure Section 1010.6 and California Rules of Court Rule 2.251, or an agreement of the parties to accept electronic service. I caused the above documents to be sent to the person(s) at the e-mail address(es) set forth below.

☐ **By Mail:** I placed the envelope for collection and mailing at the address(es) below, following our ordinary business practices. I am readily familiar with this firm's business practice for collecting and processing correspondence for mailing, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Diego, California.

Rachelle Taylor Golden, Bar No. 295385

Alexa K. Smith, Bar No. 357360

Hanna B. Kim, Bar No. 363998

FENNEMORE LLP

8080 N Palm Avenue, Third Floor

Fresno, California 93711

Tel: (559) 432-4500

Fax: (559) 432-4590

Email: rgolden@fennemorelaw.com

Email: alexa.smith@fennemorelaw.com

Email: hkim@fennemorelaw.com

Attorneys for Defendant

Lenden F. Webb

Webb Law Group, APC

10509 Vista Sorrento Parkway, Suite 450

San Diego, CA 92121

Telephone (619) 399-7700

Email: LWebb@WebbLawGroup.com

Email: Service@WebbLawGroup.com

Attorneys for Plaintiffs

Labor and Workforce Development Agency ONLY VIA ONLINE FILING:

Submitted electronically via the LWDA's online PAGA filing portal at:

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1
2 I declare under penalty of perjury under the laws of the State of California that the above
3 is true and correct. Executed on Monday, April 13, 2026, at San Diego, California.
4



MIKA INCE