

1 Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
2 Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
3 Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
4 Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
5 **WILSHIRE LAW FIRM, PLC**
6 660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
7 Facsimile: (213) 381-9989

8 Attorneys for Plaintiff Amorina Huerta

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

11 AMORINA HUERTA, individually, and on
behalf of all others similarly situated,

12 *Plaintiff,*

13 v.

14 WIDO PIZZA, INC., a California corporation;
15 and DOES 1 through 10, inclusive,

16 *Defendants.*

Case No.: CIVSB2422482

*[Assigned for All Purposes to the Hon.
Michael A. Sachs, Dept. S28]*

**DECLARATION OF JODEY
LAWRENCE OF PHOENIX
SETTLEMENT ADMINISTRATORS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Preliminary Approval Hearing:

Date: January 5, 2026

Time: 8:30 a.m.

Dept: S28

Action Filed: July 12, 2024

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1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.
2. I am employed by Phoenix Class Action Administration Solutions (“Phoenix”), as President of Business Development.
3. I personally have over sixteen years of experience in claims management and administration of class and collective action matters.
4. Phoenix has never had any financial interests in nor affiliation with the Parties or their counsel in the matter of *Amorina Huerta v. Wido Pizza, Inc.*, also has no actual or potential conflicts of interest with the Class.

5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit A.**

7. Phoenix has extensive experience in, and are experts, at all aspects of administering complex class action matters. This includes: (a) preparing, translating, printing, mailing and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; and (8) tax management, filings, and account reconciliation.

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DECLARATION OF JODEY LAWRENCE

8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Class Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

- a. Phoenix's Business Continuity Policy;
- b. Phoenix's Disaster Recovery Plan;
- c. Phoenix's Incident Response Plan;
- d. Phoenix's Personal Computer Security Policy;
- e. Phoenix's Data Archiving and Retention Policy;
- f. Phoenix's Personnel Security Policy;

- g. Phoenix's Risk Assessment;
- h. Phoenix's Service Provider Risk Assessment;
- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of \$2,000,000, in addition to cyber insurance policy, with a limit of liability of \$3,000,000.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Class Notice, Phoenix will run the names of all Class Members through the National Change of Address Database ("NCOA") to determine any updated addresses prior to the initial mailing. If a Class Notice from the initial notice mailing is returned as undeliverable, Phoenix will attempt to obtain a current address for the Class Member to whom the returned Class Notice had been mailed within three (3) calendar days of receipt of the returned Class Notice by undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly remail the Class Notice to the Class Member. Furthermore, any Class Notices that are returned to Phoenix with a forwarding address before the Response Deadline will be promptly remailed to the forwarding address affixed thereto.

13. Phoenix only employs certified and/or qualified translators to translate Court-approved notices for posting on Phoenix's website and dissemination to the Class.

14. Phoenix's costs are reasonable and competitive when compared to the industry.

15. To complete the settlement administration for this matter as defined herein, Phoenix's fee will include hard cost and hourly costs detailed below:

a. Hard Cost: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, Remailing, and Translation costs.

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b. Hourly Cost: The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case Management/Maintenance.

16. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A true and correct copy of Phoenix's Will Not Exceed Total bid of \$17,500 is attached hereto as **Exhibit B**.

I declare that under the penalty of perjury under the laws of the United States and California the foregoing is true and correct. Executed on October 13, 2025 at Orange, California.


Jody Lawrence

Jodey Lawrence

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1,415
Opt Out Rate	1%
Opt Outs Received	14
Total Class Claimants	1,401
Subtotal Admin Only	\$17,500.00

Not-to-Exceed Total \$17,500.00

For 1415 Members

Pricing Good for Scope of Estimate Only

May 15, 2025

Case: Rincon v. Wido Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Sam Kim
Firm: Verum Law Group
Contact Number: 424.320.2000
Email: skim@verumlg.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 1415 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$150.74	1	\$150.74
Call Center & Long Distance	\$2.00	21	\$42.45
NCOA (USPS)	\$250.00	2	\$500.00
Total			\$1,443.19

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.35	1,415	\$495.25
Notice Packet & Opt-Out Form	\$1.25	1,415	\$1,768.75
Estimated Postage (up to 2 oz.)*	\$0.69	1,415	\$976.35
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$4,815.35

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$2.50	142	\$353.75
Remail Notice Packets	\$1.25	142	\$176.88
Estimated Postage	\$0.69	142	\$97.64
Programming Undeliverables	\$50.00	4	\$200.00
Total			\$1,048.26

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$75.00	5	\$375.00
Total			\$1,070.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$100.00	2	\$200.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	4	\$500.00
Mail Class Checks *	\$1.75	1,401	\$2,451.49
Estimated Postage	\$0.69	1,401	\$966.59
Total			\$4,868.07

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	140	\$210.13
Case Associate	\$50.00	5	\$250.00
Reconcile Uncashed Checks	\$75.00	4	\$300.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$2,200.00	1	\$2,200.00
Total			\$4,255.13

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$17,500.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
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arman.salehi@wilshirelawfirm.com

WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs Amorina Huerta,
William Rhoades, Raheem Cooper, and
Brandon Ruiz

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

AMORINA HUERTA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

WIDO PIZZA, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2422482

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Michael A. Sachs,
Dept. S28]

**DECLARATION OF PLAINTIFF
AMORINA HUERTA IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

DECLARATION OF PLAINTIFF AMORINA HUERTA

I, Amorina Huerta, declare as follows:

1. I am an adult resident of San Bernardino County, California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Wido Pizza, Inc. (“Defendant” or “Wido Pizza”). I worked for Defendant from approximately March 2023 to approximately January 2024 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Defendant’s policies and practices that have been alleged as unlawful in the Class Action Complaint and Private Attorneys General Act (“PAGA”) Notice sent to Defendant and the Labor & Workforce Development Agency (“LWDA”).

4. I initiated this lawsuit because I was concerned that I was not paid properly for all the hours that I worked, and I was not provided all of my meal and rest breaks.

5. By originating this lawsuit as a class representative, I hoped that I might be able to change Defendant’s policies to better protect the working conditions of my co-workers. I also understood that it was my duty as a class representative to represent the best interests of the class, know about the lawsuit, assist my attorneys, and keep updated on the case.

6. I have invested a lot of personal time and energy into this lawsuit. As detailed more fully below, I have spent approximately 35 hours on this case. I made it a priority to be actively involved because I wanted to do everything I can to assist my attorneys in prosecuting this case.

7. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. For example, during some of the phone calls, my attorneys and I were able to identify instances when I was not paid correctly.

1 Additionally, leading up to the mediation in May 2025, I had multiple lengthy phone calls with
2 Wilshire Law Firm regarding the claims at issue and what was to transpire at the mediation.

3 8. Throughout the case, I also spent time looking for documents relevant to the case to
4 send to my attorneys. I spent numerous hours looking for these documents, including when I first
5 contacted my attorneys, before my attorneys filed the case, and before my case was mediated. I
6 also spent time reviewing legal documents in this case, including the retainer and settlement
7 agreement and discussed, in detail, the terms with my attorneys.

8 9. Additionally, I made myself fully available on the day of mediation and was in
9 continuous contact with my attorneys to assist with any questions or issues that may have arisen.

10 10. I believe the settlement is a good settlement and I would recommend that the Court
11 approve it because I believe that this settlement is fair, adequate, and reasonable. I am glad that I
12 had the opportunity to represent the class in this lawsuit and that I was able to recover money
13 through a settlement for the class.

14 11. I did not make the decision to file a class action lightly. I was concerned by the
15 attention a publicly filed lawsuit, and especially a class action, would attract. My name would be
16 associated with a lawsuit that I filed against my former employer. I am mindful that prospective
17 employers might find out that I sued Defendant. Nevertheless, I felt that important rights were at
18 stake that hurt everyone, and something ought to be done about it.

19 12. I also understand that there was financial risk in bringing this lawsuit. For example,
20 I knew that if I did not prevail in this lawsuit that I could potentially be responsible for Defendant's
21 attorneys' fees and costs.

22 13. I understand that the settlement agreement provides a service payment to me of up
23 to \$10,000.00. I believe this amount is fair compensation for my time and effort for aiding in the
24 prosecution of this case, and the risks with respect to my future employment. In addition, the
25 settlement requires that I enter into a general release, which I understand is broader than the release
26 that will bind other class members. I am receiving no compensation additional to that provided for
27 in the settlement.

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14. Based on my involvement in this case and the benefits provided to my former co-workers, I can say I helped stand up for the other workers who were too afraid to say anything to management because they did not want to risk losing their jobs or risk the stigma of suing an employer. I was not afraid to take that risk because I strongly care about helping out my former co-workers.

15. I reviewed, and ultimately signed, the Class Action and PAGA Settlement Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of the class claims and Defendant's defenses.

16. I have no conflicts of interest with any class member or the Settlement Administrator, Phoenix.

17. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

Executed on 10/13/2025, at Highland, California.

DocuSigned by:



4DC26395538D4B6

Amorina Huerta

Sam Kim [SBN 258467]
Yoonis Han [SBN 256151]
VERUM LAW GROUP, APC
360 N. Pacific Coast Hwy, Suite 1025
El Segundo, CA 90245
Telephone: (424) 320-2000
Facsimile: (424) 221-5010
skim@verumlg.com
yhan@verumlg.com

Attorneys for Plaintiff FRANCISCA RINCON,
and all other similarly situated persons

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AMORINA HUERTA, WILLIAM RHOADES,
RAHEEM COOPER, BRANDON RUIZ, and
FRANCISCA RINCON, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

WIDO PIZZA, INC., a California corporation;
and DOES 1-20, inclusive,

Defendants.

Case No. CIVSB2422482

Case Assigned for All Purposes to:
The Hon. Michael A. Sach
Dept: S28

**DECLARATION OF FRANCISCA
RINCON IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: January 5, 2026
Time: 8:30 a.m.

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

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DECLARATION OF FRANCISCA RINCON

I, FRANCISCA RINCON declare as follows:

1. I am an individual over the age of 18 and am one of the named plaintiffs in the matter entitled *Huerta et al., v. Wido Pizza, Inc.*, Case No. CIVSB2422482. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

3. I was employed by WIDO PIZZA, INC. ("Defendant") from approximately July 2020 to July 2024, as a non-exempt hourly employee.

4. As a non-exempt, hourly employee of Defendant, I was subjected to the same wage and hour policies as the proposed class of employees who I seek to represent. Specifically, during my employment, including: 1) meal period policies; 2) rest period policies; and 3) compensation policies.

5. I have been actively involved with my attorneys throughout this entire lawsuit. The time spent on this case can be summarized as follows: (1) approximately 3.5 hours spent speaking to my attorneys discussing my experience working for Defendant, including my job duties, rest period policies and practices, including how rest periods were taken, my shift schedule, and the actual times worked; (2) approximately 1.5 hours spent speaking to my attorneys and assisting with other employees who worked for Defendant; (3) approximately 2 hours providing additional information to my attorneys for the mediation on May 15, 2015; (4) approximately 8-hours being available on May 15, 2015, the date of mediation to answer questions from the mediator and/or my attorneys; (5) approximately 1 hour reviewing and discussing the proposed settlement with my attorneys; (6) approximately 3-hours spent speaking to my attorneys throughout this lawsuit regarding the progress of the case; (7) approximately 1 hour spent discussing the proposed settlement with my attorneys — all of which I estimate spending over 20 hours on this case.

6. I do not have any interests adverse to the proposed class I seek to represent. Accordingly, I believe I am an adequate class representative.

7. In addition to performing the work and spending time on this matter, I assumed risk in serving as a class representative. I understood that there was a risk that I could be responsible for litigation costs if we lost the case. However, I accepted this risk because I believed that the claims in this lawsuit were legitimate and that there were other employees who suffered from the same issues. I also understood that by agreeing to file this lawsuit, my name would be listed as the class representative, which is a public record.

8. I also understand my role as the class representative in this matter, which includes putting the interest of other employees — specifically, those individuals, who I seek to represent, before my own. I understand that my duties including providing information to my attorneys, preparing for my deposition, having my deposition taken, and generally, participating in this lawsuit through trial.

9. I do not have any conflicts with my proposed class member in this lawsuit. I do not have any personal relationship or family ties to the attorneys who represent me, or the Court. I am not involved in any type of litigation against any proposed class member in this lawsuit.

10. Based on my review of the settlement terms, conversations with my attorneys, and the risks of continuing this lawsuit, I believe the settlement is fair, adequate, and in the best interest of the employees covered by the settlement.

11. I have given written approval of the attorney fees splitting agreement between my attorneys in this case, Verum Law Group, APC (“VLG”) and Wilshire Law Firm (“WF”) Under the agreement, I gave written consent for Verum to share any attorneys’ fees awarded in this Action as follows: 45% to VLG and 55% to WF.

I declare under penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct.

Executed on October 10, 2025 at San Bernardino, California.

Firmado por:



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Francisca Rincon

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com

WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs Amorina Huerta,
William Rhoades, Raheem Cooper, and
Brandon Ruiz

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

RAHEEM COOPER, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

WIDO PIZZA, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2422482

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Michael A. Sachs,
Dept. S28]

**DECLARATION OF PLAINTIFF
RAHEEM COOPER IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

DECLARATION OF PLAINTIFF RAHEEM COOPER

I, Raheem Cooper, declare as follows:

1. I am an adult resident of San Bernardino County, California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Wido Pizza, Inc. ("Defendant" or "Wido Pizza"). I worked for Defendant from approximately September 2023 to approximately January 2024 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Defendant's policies and practices that have been alleged as unlawful in the Class Action Complaint and Private Attorneys General Act ("PAGA") Notice sent to Defendant and the Labor & Workforce Development Agency ("LWDA").

4. I initiated this lawsuit because I was concerned that I was not paid properly for all the hours that I worked, and I was not provided all of my meal and rest breaks.

5. By originating this lawsuit as a class representative, I hoped that I might be able to change Defendant's policies to better protect the working conditions of my co-workers. I also understood that it was my duty as a class representative to represent the best interests of the class, know about the lawsuit, assist my attorneys, and keep updated on the case.

6. I have invested a lot of personal time and energy into this lawsuit. As detailed more fully below, I have spent approximately 30 hours on this case. I made it a priority to be actively involved because I wanted to do everything I can to assist my attorneys in prosecuting this case.

7. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. For example, during some of the phone calls, my attorneys and I were able to identify instances when I was not paid correctly.

1 Additionally, leading up to the mediation in May 2025, I had multiple lengthy phone calls with
2 Wilshire Law Firm regarding the claims at issue and what was to transpire at the mediation.

3 8. Throughout the case, I also spent time looking for documents relevant to the case to
4 send to my attorneys. I spent numerous hours looking for these documents, including when I first
5 contacted my attorneys, before my attorneys filed the case, and before my case was mediated. I
6 also spent time reviewing legal documents in this case, including the retainer and settlement
7 agreement and discussed, in detail, the terms with my attorneys.

8 9. Additionally, I made myself fully available on the day of mediation and was in
9 continuous contact with my attorneys to assist with any questions or issues that may have arisen.

10 10. I believe the settlement is a good settlement and I would recommend that the Court
11 approve it because I believe that this settlement is fair, adequate, and reasonable. I am glad that I
12 had the opportunity to represent the class in this lawsuit and that I was able to recover money
13 through a settlement for the class.

14 11. I did not make the decision to file a class action lightly. I was concerned by the
15 attention a publicly filed lawsuit, and especially a class action, would attract. My name would be
16 associated with a lawsuit that I filed against my former employer. I am mindful that prospective
17 employers might find out that I sued Defendant. Nevertheless, I felt that important rights were at
18 stake that hurt everyone, and something ought to be done about it.

19 12. I also understand that there was financial risk in bringing this lawsuit. For example,
20 I knew that if I did not prevail in this lawsuit that I could potentially be responsible for Defendant's
21 attorneys' fees and costs.

22 13. I understand that the settlement agreement provides a service payment to me of up
23 to \$10,000.00. I believe this amount is fair compensation for my time and effort for aiding in the
24 prosecution of this case, and the risks with respect to my future employment. In addition, the
25 settlement requires that I enter into a general release, which I understand is broader than the release
26 that will bind other class members. I am receiving no compensation additional to that provided for
27 in the settlement.

28 ///

14. Based on my involvement in this case and the benefits provided to my former co-workers, I can say I helped stand up for the other workers who were too afraid to say anything to management because they did not want to risk losing their jobs or risk the stigma of suing an employer. I was not afraid to take that risk because I strongly care about helping out my former co-workers.

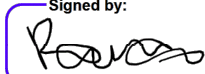
15. I reviewed, and ultimately signed, the Class Action and PAGA Settlement Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of the class claims and Defendant's defenses.

16. I have no conflicts of interest with any class member or the Settlement Administrator, Phoenix.

17. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

Executed on 10/13/2025, at Highland, California.

Signed by:

4DC26395536D4B6...
 Raheem Cooper

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
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WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
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Attorneys for Plaintiffs Amorina Huerta,
William Rhoades, Raheem Cooper, and
Brandon Ruiz

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

WILIAM RHOADES, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

WIDO PIZZA, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2422482

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Michael A. Sachs,
Dept. S28]

**DECLARATION OF PLAINTIFF
WILIAM RHOADES IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

DECLARATION OF PLAINTIFF WILIAM RHOADES

I, Wiliam Rhoades, declare as follows:

1. I am an adult resident of San Bernardino County, California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Wido Pizza, Inc. (“Defendant” or “Wido Pizza”). I worked for Defendant from approximately January 2023 to approximately June 2025 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Defendant’s policies and practices that have been alleged as unlawful in the Class Action Complaint and Private Attorneys General Act (“PAGA”) Notice sent to Defendant and the Labor & Workforce Development Agency (“LWDA”).

4. I initiated this lawsuit because I was concerned that I was not paid properly for all the hours that I worked, and I was not provided all of my meal and rest breaks.

5. By originating this lawsuit as a class representative, I hoped that I might be able to change Defendant’s policies to better protect the working conditions of my co-workers. I also understood that it was my duty as a class representative to represent the best interests of the class, know about the lawsuit, assist my attorneys, and keep updated on the case.

6. I have invested a lot of personal time and energy into this lawsuit. As detailed more fully below, I have spent approximately 25 hours on this case. I made it a priority to be actively involved because I wanted to do everything I can to assist my attorneys in prosecuting this case.

7. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. For example, during some of the phone calls, my attorneys and I were able to identify instances when I was not paid correctly.

1 Additionally, leading up to the mediation in May 2025, I had multiple lengthy phone calls with
2 Wilshire Law Firm regarding the claims at issue and what was to transpire at the mediation.

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18 stake that hurt everyone, and something ought to be done about it.

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28 ///

14. Based on my involvement in this case and the benefits provided to my former co-workers, I can say I helped stand up for the other workers who were too afraid to say anything to management because they did not want to risk losing their jobs or risk the stigma of suing an employer. I was not afraid to take that risk because I strongly care about helping out my former co-workers.

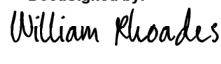
15. I reviewed, and ultimately signed, the Class Action and PAGA Settlement Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of the class claims and Defendant's defenses.

16. I have no conflicts of interest with any class member or the Settlement Administrator, Phoenix.

17. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

Executed on 10/13/2025, at Arrowbear Lake, California.

DocuSigned by:

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 William Rhoades