

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Attorneys for Plaintiffs, on behalf of themselves
and all others similarly situated and aggrieved

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

IVAN RAMIREZ, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

J & J SNACK FOODS CORP. OF
CALIFORNIA, a California Corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV23019

[Assigned for All Purposes to the Honorable
Elaine Lu, Department 9]

**DECLARATION OF VEDANG J. PATEL
IN SUPPORT OF PLAINTIFF’S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND
REPRESENTATIVE ACTION
SETTLEMENT**

1 **CAPSTONE LAW APC**
Raul Perez
2 *Raul.perez@capstonelawyers.com*
Roxanna Tabatabaeepour
3 *Roxanna.Taba@capstonelawyers.com*
1875 Century Park East, Suite 1000
4 Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax
5
Attorneys for Plaintiff, BRIANNE AGUILAR
6
7 **OTKUPMAN LAW FIRM**
Roman Otkupman
roman@olfla.com
8 5743 Corsa Ave, Ste 123, Westlake Village, CA 91362
9 Attorneys for Plaintiff, LLOYD SMITH

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5. On or around February 26, 2025, the Parties participated in an all-day consolidated mediation presided over by Dan Turner. In the months thereafter, the Parties agreed to globally resolve all class and PAGA claims in the Action, as well as the separate actions filed by Plaintiff Aguilar and Plaintiff Smith.

6. As part of the Settlement, the Parties agree to stipulate to filing a First Amended Complaint in the Ramirez Action to add all claims and allegations contained in the Smith Action and the Aguilar Action. The First Amended Complaint shall be the “Operative Complaint.” The Parties request the Court grant Plaintiff leave to file the First Amended Complaint. The First Amended Complaint is attached to the Patel Decl. as Exhibit 4.

7. Class Counsel had strong positions at mediation regarding the certifiability of Plaintiff's claims, the merits thereof, the manageability of a trial, and the likelihood of recovering civil penalties. Nevertheless, Class Counsel concluded, after considering the sharply disputed factual and legal issues involved in this litigation, the risks associated with further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the lawsuit as set forth in the Settlement Agreement, that settlement on the terms set forth herein is in the best interest of Plaintiffs, putative class members, aggrieved employees, and Defendant, and is fair, reasonable, and adequate.

The Proposed Settlement

8. Subject to Court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Action by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy of which is attached hereto as Exhibit “1” thereto. A summary of the terms of the settlement are as follows:

Defendants will stipulate, for purpose of this settlement only, as follows:

- Certification of a class (“Settlement Class,” “Settlement Class Members” or “Class Members”) defined as: all persons employed by defendants J&J Snack Foods Corp. of California and J & J Snack Foods Sales Corp (“Defendants”) in California and classified

1 as a non-exempt, hourly-paid employee who worked for Defendants during the Class
2 Period from April 28, 2023 through May 10, 2025.

- 3 • Defendants will pay \$685,000.00 (“Gross Settlement Amount”) to resolve the matter.
- 4 • Defendants represent that there are no more than 35,000 Workweeks during the Class
5 Period. In the event the number of Workweeks during the Class Period increases by
6 more than 10%, or 3,500 Workweeks, then, at Defendants’ election: (1) the Gross
7 Settlement Amount shall be increased proportionally by the Workweeks in excess of
8 38,500 Workweeks multiplied by the Workweek Value; or (2) the Class Period shall
9 end on the date the number of Workweeks reaches 38,500. The Workweek Value shall
10 be calculated by dividing the originally agreed-upon Gross Settlement Amount
11 (\$750,000.00) by 35,000.00, which amounts to a Workweek Value of \$19.57. Thus,
12 for example, should there be 40,000 Workweeks during the Class Period, and
13 Defendants election option (1) above, then the Gross Settlement Amount shall be
14 increased by \$29,355.00 ((40,000 Workweeks – 38,500 Workweeks) x \$19.57 per
15 Workweek.).
- 16 • This is a non-reversionary settlement.
- 17 • Class Members will be paid their *pro rata* share of the class action settlement based
18 on the total number of Workweeks¹ worked during the Class Period.
- 19 • The Settlement Administration costs, estimated not to exceed \$10,490.00 will be paid
20 out of the Gross Settlement Amount.
- 21 • Class Counsel will apply for, and Defendants will not oppose, attorneys’ fees of not
22 more than thirty-five (35%) of the Gross Settlement Amount, which, unless escalated
23 pursuant to the Settlement Agreement, amounts to \$239,750.00, and actual costs, not
24 to exceed \$70,000 all of which will be paid out of the Gross Settlement Amount. Class
25 Counsel may seek less than 35% in fees at the time of final approval.

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27
28 ¹ “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

- Class Counsel will apply for, and Defendants will not oppose, a service award in the amount of \$10,000.00 each, to a total amount of \$30,000, for the Class Representatives, which will be paid out of the Gross Settlement Amount.
- “Aggrieved Employees” means all persons employed by Defendants in California and classified as a non-exempt, hourly-paid employee who worked for Defendants during the period from April 28, 2023 through the end of the Class Period (“PAGA Period”) in the State of California.
- Defendants have agreed to pay \$75,000.00 as PAGA penalties, seventy-five percent (75%) or \$56,2500.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or \$18,750.00 of which will be distributed to the Aggrieved Employees.
- For any Class Member or Aggrieved Employee whose check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Office, Unclaimed Property Fund.

Settlement Agreement and Accompanying Documents

9. Attached hereto as Exhibit “1” is the Settlement Agreement. Attached to the Settlement Agreement as Exhibit A is the proposed “Class Notice” to be distributed to Class Members in English and Spanish.

10. Class Counsel have selected to use Apex Class Action LLC (“Settlement Administrator” or “Apex”), an experienced Settlement Administrator, to administer the settlement.

11. On or about March 25,, my office submitted a copy of the Settlement Agreement to the California Labor and Workforce Development Agency (“LWDA”) in compliance with Labor Code section 2699, subdivision (l)(2). A true and correct copy of each confirmation from the LWDA in connection with Plaintiff is attached hereto as Exhibit 3.

The Settlement Is Fair and Reasonable Based Upon Objective Evidence

The Settlement was Negotiated at Arm’s-Length and is not Collusive

12. The Settlement that has been reached, subject to this Court’s approval, is a product of substantial efforts by Class Counsel. The Settlement was reached after extensive factual and legal

1 investigation and research; substantial negotiation regarding the scope of informal discovery; an
2 exchange of documents and information that included review of time and pay records and analysis
3 thereof with the aid of Plaintiff and expert consultants; an analysis of shifts and Workweeks worked
4 by Class Members in the Class Period, analysis of the number of pay periods and number of
5 Aggrieved Employees in the PAGA Period for calculating PAGA penalties, number of Class
6 Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiff's
7 employment records; extensive correspondence and communication between counsel; a review of
8 pleadings, evidence and rulings in similar actions litigated elsewhere in the state; a review of similar
9 cases in the same industry elsewhere in the country; and preparation for and attendance at a full-day
10 session of mediation, followed by months of further discussions and coordination to finalize the
11 terms and conditions of the general settlement parameters agreed to by the Parties.

12 13. While Class Counsel believe in the chance of success of certifying the claims, Class
13 Counsel recognized the potential risk, expense and complexity posed by further litigation.
14 Moreover, litigating Plaintiffs' claims in this Litigation—claims that involve approximately 557
15 Class Members during the Class Period—would require enormous preparation and discovery, and
16 ultimately would involve the deposition and presentation of numerous more witnesses (including
17 Class Members and expert witnesses), as well as the consideration, preparation and analysis of
18 expert reports. Therefore, should litigation have progressed any further, there would have been
19 significant expense incurred by each side (above and beyond the expense already incurred).

20 **The Settlement Amount is Well Within Range of Reasonableness**

21 14. Class Counsel settlement amount reached in this case provides significant recovery
22 to Class Members and Aggrieved Employees, and easily falls within the range of reasonableness.
23 Based on documents and information provided by Defendants, Class Counsel understand there are
24 approximately 35,000 Workweeks during the Class Period.

25 **Unpaid Wages for Failure to pay Off-the-Clock Work**

26 15. Class Counsel theorized at the mediation, based on Plaintiffs' narrative evidence
27 that Defendants' practices during the Class Period resulted in off-the-clock work. Class Counsel
28 theorized that Class Members spent time off-the-clock because they were required to walk to the

1 time clock to clock in and out, performance of various works related tasks off the clock before
2 their shift for instance plaintiff were required to change their uniforms and/ or don ("PPE"), and
3 wait in line Defendants maintained few timekeeping stations. Furthermore, based upon Plaintiffs'
4 and Class Members' narrative evidence, Class Counsel theorized that Class Members were
5 prohibited to clock in more than 15 minutes before start time, forcing employees to arrive en
6 masse, and wait up to complete the clock in process.

7 16. Class Counsel advanced a theory that all Class Members worked off-the-clock for
8 an estimate of 5 minutes each shift throughout the Class period, without pay. Class Counsel
9 understand from the data provided and analyzed by expert data consultants that there were 185,855
10 shifts during the Class Period 73.65% of shifts worked were over 6 hours, and that Class Members
11 were paid an average of \$20.18 per hour. Thus, one theory advanced by Class Counsel resulted in
12 Defendants' exposure for unpaid overtime wages due to failure to track and pay for all time
13 worked of \$662,497 (0.083 hr. x \$20.18/hr x 1.5 OT rate x 185,855 shifts x 0.736 shifts over 6
14 hrs.). Additionally, Class Counsel theorized Defendants' exposure for unpaid minimum wages is
15 \$1,200,178.9 (0.083 hr. x \$20.18/hr x 2 liquidated damages x 185,855 shifts x 0.264 shifts under
16 6 hrs.). Thus, Class Counsel theorized Defendants' total exposure for failure to pay for all time
17 worked at the time of mediation was **\$508,035.**

18 17. Class Counsel understand from the mediator and the mediation process that
19 Defendants made the following defenses in connection with this claim: Defendants contend that
20 their policies specifically prohibit off-the-clock work. Defendants contend that they did not
21 require Class Members to work off-the-clock and, rather, they were paid for all time suffered or
22 permitted to work. Defendants also state that they provided numerous computers for Class
23 Members to clock in and out, and therefore Class Members would not have to wait in line.
24 Furthermore, Defendants argued that any allegations that Class Members were required to be
25 under Defendants' control off-the-clock would necessitate an individualized inquiry into when
26 and why, making this claim not subject to class treatment and any trial in this litigation
27 unmanageable. Thus, Defendants contend that no damages can be recovered here, and, even if,
28 *arguendo*, they could, an estimate of five (5) minutes of unpaid work off-the-clock of Class

1 Members for every single shift during the Class Period is a wild exaggeration of time spent
2 working off-the-clock if any such time was spent.

3 **Recovery of Damages for Non-Compliant Meal Periods**

4 18. Class Defendants, that Defendants' meal period policies and practices throughout the
5 Class Period were non-compliant as Plaintiffs and Class Members did not receive full, timely and
6 uninterrupted meal periods. Class Counsel theorized that Plaintiffs and Class Members were
7 frequently required to end meal periods early to meet mandatory quotas.

8 19. Class Counsel understand from the documents produced by Defendants and analyzed
9 by expert data consultants that there were 183,360 meal period eligible shifts worked during the
10 Class Period and no meal period premiums were ever paid. Assuming a conservative 40% violation
11 rate, one calculation performed by Class Counsel resulted in Defendants' liability for unpaid meal
12 premiums in the approximate amount of \$1,480,082 (183,360 shifts x \$20.18/hour x 0.40 violation
13 rate).

14 20. Class Counsel understand from the mediator and the mediation process that
15 Defendants makes the following defenses in connection with this claim: Defendants argued that
16 they had compliant meal period policies and practices. Defendants argued that Class Members
17 took timely and full meal periods. Defendants contend that their policy requires their employees
18 to take timely and full meal periods. Defendants further contend that any instance of a Class
19 Member failing to take a compliant meal period was voluntary, in violation of its meal period
20 policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial.
21 Thus, Defendants contend that *no* monies are owed for this account but, even if any amounts were
22 due, the amount calculated by Class Counsel is excessive.

23 **Recovery of Damages for Non-Compliant Rest Periods**

24 21. Class Counsel theorized at mediation, based on Plaintiffs' and Class Members'
25 narrative evidence, that Class Members did not receive compliant rest periods throughout the Class
26 Period based on many of the reasons stated above for meal period violations, including that they
27 were cut short, interrupted, or just not provided in some instances. Class Counsel theorized from
28 Plaintiffs' and Class Members' narrative evidence that Class Members rest periods were cut short

1 in completing an assignment or providing coverage. Moreover, Class Counsel also theorized from
2 Plaintiffs' narrative evidence that rest periods were frequently cut short or interrupted by managers
3 or customers with time-sensitive questions and tasks. Notably, no rest period premiums were paid
4 during the Class Periods through the mediation. One calculation performed by Class Counsel
5 resulted in, assuming a conservative 40% violation rate for rest-eligible shifts, of \$1,495,524
6 (\$20.18/hr. x 185,273 shifts x 0.40 violation rate).

7 22. Class Counsel understand from the mediator and the mediation process that
8 Defendants make the following defenses in connection with this claim: Defendants argued that they
9 had compliant rest period policies and practices and that its policy requires their employees to take
10 timely and full rest breaks. Defendants argued that Class Members took timely and full rest breaks
11 or received the required rest period premium for each instance of rest period violations. Defendants
12 further contends that any instance of a Class Member failing to take a compliant rest period was
13 voluntary and therefore would necessitate an individualized inquiry and would not lend itself to a
14 manageable trial. Thus, Defendants contend that *no* monies are owed for this account but, even if
15 any amounts were due, the amount calculated by Class Counsel is excessive.

16 **Other Claims**

17 23. Plaintiffs also alleged in their complaint several other claims including failure to
18 reimburse business expenses, failure to pay vested vacation wages upon termination, failure to
19 provide safe and reasonable working conditions, including exposure to excessive heat and moisture,
20 and failure to accrue, pay, or track sick leave. After diligent investigation and discovery, Class
21 Counsel did not attribute significant value to these claims for purposes of this settlement. Rather,
22 the driving force of this settlement were the above-described claims, as well as the derivative claims
23 detailed below and the claims for civil penalties under PAGA.

24 **Wage Statement Violations**

25 24. Class Counsel theorized that Class Members are entitled to recover penalties for
26 Defendants' alleged failure to issue compliant wage statements under Labor Code section 226,
27 subdivision (e), because shift involved off-the-clock work that was not included on wage
28 statements. Further, many shifts included meal period and rest period violations for which

1 premiums were not paid. Thus, Defendants are liable for wage statement violations for each pay
2 period. Class Counsel understand from the data provided by Defendants that there were 19,469
3 pay periods in the wage statement liability period. Thus, Class Counsel theorized Defendants'
4 exposure for this claim to be \$1,946,900 (19,469 pay periods in the wage statement period x \$50
5 penalty).

6 25. Class Counsel understand from the mediator and the mediation process that
7 Defendants make the following defenses in connection with this claim: Defendants contend that the
8 wage statements issued to the employees fully complied with Labor Code section 226. Defendants
9 contends that because they believe no wages are unpaid that, thus, there can be no derivative
10 penalties. However, Class Counsel also understand the risks inherent in this claim if the above
11 claims were not certified. Class Counsel also had to factor in, and did factor in, the risk that a Court
12 would find there was no injury to Class Members even if the wage statements were inaccurate or
13 that Defendants' conduct was not intentional, both of which are requirements of Labor Code section
14 226 before penalties can issue. Class Counsel also note that the calculation used does not consider
15 the fact that all Class Members did not work all pay periods.

16 **Waiting Time Penalties**

17 26. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant
18 statutory period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days'
19 worth of wages as waiting time penalty for not being paid all wages due upon separation of
20 employment. Class Counsel theorized at mediation, based on relevant documents provided by
21 Defendant, that, under Labor Code section 203, Defendant is liable to pay each Class Member, who
22 was terminated during the relevant statutory period, a full 30-day worth of wages as waiting time
23 penalty for failure to pay compensation in lieu of compliant meal and rest periods, and failure to
24 timely pay all wages due. Class Counsel further theorized that there are putative Class Members
25 who were provided their final paycheck late and in addition to this, numerous putative Class
26 Members were given their final paycheck as a pay card. That pay card had fees associated with it
27 and therefore all final wages were not paid properly to any of those Class Members. Class Counsel
28 understand from documents provided by Defendants that there were 304 separated employees

1 during the relevant statutory period. Thus, Class Counsel theorized Defendants' exposure for this
2 claim to be \$1,472,333 (304 separated Class Members x \$20.18/hr. x 8 hrs x 30 days).

3 27. Class Counsel understand from the mediator and the mediation process that
4 Defendants contends that there is no credence to Plaintiffs' off-the-clock theory and that, thus, no
5 waiting time penalties are owed based on that theory. Finally, Defendants contend that their actions
6 were not "willful" and that, thus, waiting time penalties cannot be awarded. Thus, Defendants
7 argued that no waiting time penalties are owed.

8 **PAGA Penalties**

9 28. Class Counsel understand from the time and payroll data provided by Defendant that
10 there were 17,500 pay periods in the PAGA Period. Plaintiffs' claims in the Action under PAGA
11 are substantially similar to those described herein. PAGA penalties include penalties for initial
12 violations and subsequent violations. Defendants contend that only initial violation rates may be
13 used instead of the subsequent violation rates initially used by Class Counsel. With this in mind and
14 because Class Counsel through investigation and discovery did not come to the conclusion that
15 Defendants at any time was notified by any governmental entity that they violated any Labor Code
16 sections presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure
17 model for Defendants to include only initial violation rates.

18 29. While Class Counsel are informed and believe that reasonable minds differ with
19 regard to calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate
20 Defendants' maximum exposure in PAGA penalties as follows:

21 a. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an
22 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
23 violations, and a violation every single pay period for every single non-exempt employee in the
24 PAGA Period, this amounts to a maximum exposure of \$875,000 (17,500 pay periods x \$50).

25 b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of
26 \$100 for an initial violation and \$250 for each subsequent violation. Using the initial pay period
27 rate for all violations and a violation every single pay period for every single non-exempt
28

1 employee in the PAGA Period, this amounts to a maximum exposure of \$1,750,000 (17,500 pay
2 periods x \$100).

3 c. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
4 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
5 violations and a violation every single pay period for every single non-exempt employee in the
6 Settlement Period, this amounts to a maximum exposure of \$875,000 (17,500 pay periods x \$50).

7 d. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
8 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
9 violations and a violation every single pay period for every single non-exempt employee in the
10 Settlement Period, this amounts to a maximum exposure of \$875,000 (17,500 pay periods x \$50).

11 e. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of \$100 for
12 an initial violation and \$200 for each subsequent violation. Because this violation is merited only
13 at separation of employment, a 100% violation rate would likely include just one violation per
14 employee. The data produced by Defendants indicates that there were 304 Aggrieved Employees
15 whose employment was separated during the PAGA Period. This amounts to a maximum exposure
16 of \$30,400 (304 Aggrieved Employees x \$100).

17 f. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021)
18 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty
19 for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial
20 violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate
21 for all violations and a violation every single pay period for every single non-exempt employee in
22 the PAGA Period, this amounts to a maximum exposure of \$1,750,000 (17,500 pay periods x
23 \$100).

24 g. Conclusion: In sum, Class Counsel calculated Defendants' total maximum
25 exposure for PAGA violations if the Court were to find a 100% violation rate for every PAGA
26 Member every pay period and not exercise its discretion to reduce any of those penalties to be
27 \$6,155,400. Class Counsel understand from the mediator and the mediation process that
28 Defendants argued the following in connection with this claim: Defendants contend that no PAGA

1 penalties are likely to be awarded and, even if they were, the maximum exposure calculated by
2 Class Counsel is vastly overstated. First, Defendants defend that PAGA penalties cannot and
3 should not be stacked. Second, Defendants assert that individualized issues predominate the
4 PAGA claims, making the claims unmanageable for trial. Third, Defendants deny that a violation
5 for each pay period can be established. Fourth, Defendants contend that a Court is unlikely to
6 exercise its discretion to award civil penalties under PAGA where, as here, there is no conduct
7 shown by Plaintiffs that would show any Labor Code violation by Defendants are knowing and
8 intentional. Defendants insist that this is especially true in this Action where class action damages
9 are available to Class Members, rendering an award of PAGA penalties in addition to class action
10 damages to be double recovery.

11 Class Counsel maintain that it is possible to recover the subsequent violation rate for
12 penalties, that stacking is permissible, and that there is no manageability requirement under PAGA
13 (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believe a 90% discount of this
14 claim to be reasonable, resulting in a valuation of \$615,540 as a reasonable estimate of the likelihood
15 of what Plaintiffs may recover at trial for PAGA penalties (\$6,155,400 x .10).

16 Conclusion

17 30. When including derivative penalties, such as waiting time penalties, wage statement
18 violations, and discretionary PAGA penalties, Class Counsel theorized Defendants' maximum
19 exposure to be approximately \$6,544,964. In all, Class Counsel obtained a Gross Settlement Amount
20 of \$685,000. Particularly in light of the risks involving obstacles to class certification, all issues and
21 risks related to liability, the issues with manageability at trial, the discretionary nature of PAGA
22 penalties, and considering the case law regarding fair, reasonable and adequate settlements, Class
23 Counsel strongly believe that the settlement reached is fair, reasonable and adequate, and in the best
24 interest of Class Members.

25 31. Moreover, \$75,000.00 of the Gross Settlement Amount was attributed to PAGA
26 penalties. This allocation was decided mutually by the Parties and the mutual decision was based
27 on: (1) the fact that damages are available for the failure to pay wage claims while only penalties
28 are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline

1 to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full
2 amount of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA
3 penalties at all in light of the fact that damages are available for Class Members and it may find any
4 further liability against Defendants unnecessarily punitive.

5 **Proposed Attorneys' Fees and Costs Are Reasonable**

6 32. Class Counsel seek an attorneys' fees award of *not more than* thirty-five percent
7 (35%) of the Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would
8 amount to \$239,750.00. Class Counsel also seek reimbursement of costs not to exceed \$75,000.
9 Class Counsel may seek less than 35% at the time of final approval.

10 **The Requested Enhancement Award to The Named Plaintiff and Class Representative Is**
11 **Reasonable**

12 33. Class Counsel seek a limited enhancement of \$10,000.00 each for Plaintiffs or a total
13 of \$30,000.00 for their services.

14 **Ascertainability**

15 34. Based on Defendants' records, there are 557 putative Class Members.

16 **Numerosity**

17 35. Class Counsel understand from documents provided that Defendants identified at
18 least 557 Class Members.

19 **Commonality**

20 36. This Litigation is brought to resolve common issues that include whether Defendant
21 failed to pay for all hours worked; whether Defendant provided full, timely and un-interrupted meal
22 and rest periods, whether Class Members are entitled to premium pay for incomplete, untimely or
23 interrupted meal or rest periods, among other claims as set forth above.

24 **Typicality**

25 37. Plaintiffs allege they: (1) were non-exempt employees like other Class Members; (2)
26 complains of not being paid for all time under Defendants' control or suffered and/or permitted to
27 work for Defendants; (3) did not receive full premium pay for meal periods that were not compliant
28 with the Labor Code; (4) did not receive premium pay for rest periods that were not provided, among

1 others as set forth above..

2 **Adequacy of Vedang J. Patel**

3 38. I graduated with Bachelor of Arts degree in Economics from the University of
4 California, Davis in 2016.

5 39. I received my Juris Doctorate from the UCLA School of Law in 2019.

6 40. After graduating from law school, I practiced law as a member of Murchison &
7 Cumming, LLP on a variety of matters on behalf of defendants.

8 41. Thereafter, I joined Bibiyan Law Group, P.C., practicing law on behalf plaintiffs in
9 matters of employment law, and specifically on issues of unpaid wages and class action settlements.

10 42. I am currently a Partner and Senior Managing Attorney at Bibiyan Law Group, P.C.
11 Among other tasks, I oversee and manage all class action and PAGA action settlements at Bibiyan
12 Law Group, P.C. I have led settlement negotiations and the approval process for class action and
13 PAGA settlements in over one hundred (100) matters.

14 43. I have also been appointed as Class Counsel in the past in the following actions:

15 • *Ramirez v. Sea-win*, Case No. 21STCV22026, California Superior Court, County of Los
16 Angeles, Honorable Lawrence P. Riff presiding;

17 • *Ortega Chavez v. Winpak Lane, Inc.* Case No. CIVSB2202274, California Superior
18 Court, County of San Bernardino, Honorable Jessica Morgan presiding;

19 • *Taat v. Acell. Inc.* Case No. 37-2022-00005437-CU-OE-CTL, California Superior
20 Court, County of San Diego, Honorable Matthew Brainer presiding;

21 • *Jordan v. The Martin-Brower Company*. Case No. 21STCV41435, California Superior
22 Court, County of Los Angeles, Honorable Stuart Rice presiding;

23 • *Williams v. Marrs*. Case No. 21STCV23775, California Superior Court, County of Los
24 Angeles, Honorable Stuart Rice presiding;

25 • *Russell v. Staffmark*. Case No. CVRI2103921, California Superior Court, County of
26 Riverside, Honorable Harold Hopp presiding;

27 • *Ortega Chavez v. Winpak Lane, Inc., et al.* Case No. CIVSB2202274, California
28 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

1 • *Carrasco v O.H. Barkhordar D.D.S., Inc., et al.* Case No. 22STCV21188, California
2 Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;
3 • *Correia v. Gallo Glass Company, et al.* Case No. CV-21-006459, California Superior
4 Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
5 • *Hernandez v Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
6 California Superior Court, County of Ventura, Honorable Henr Walsh presiding;
7 • *Moreno v. Infiniti Group LLC., et al.* Case No. CIVSB2223551, California Superior
8 Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;
9 • *Kelley v. Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
10 Court, County of San Bernardino, honorable Jessica Morgan presiding;
11 • *Helaire, et al. v. Smithfield Packaged Meats Corp., et al.* Case No. JCCP5244, California
12 Superior Court, County of San Bernardino, Honorable Jesica Morgan, presiding;
13 • *Davood v. NKSFB, LLC.* Case No. 22STCV17305, California Superior Court, County of
14 Los Angeles, Honorable Christopher Lui presiding.
15 • *Flores v. United Maintenance Company, Inc., et al.* Case No. 21STCV07008, California
16 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
17 • *Cabral v. Laser Care Specialists, A Professional Medical Corporation, et al.* Case No.
18 21STCV25443, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl
19 presiding;
20 • *Lopez Cabrera v. South Valley Almond Company, LLC, et al.* Case No. BCV-2-100722,
21 California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;
22 • *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.* Case No.
23 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F.
24 Highberger presiding;
25 • *Trigueros Garcia v. Highland Plastics, Inc., et al.,* Case No. CVRI2202836, California
26 Superior Court, County of Riverside, Honorable Harold Hopp presiding;
27 • *Magana Ramirez v. 360 Support Services, et al.* Case No. 22STCV20456, California
28 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

- 1 • *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California
2 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
- 3 • *Hernandez v. Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
4 California Superior Court, County of Ventura, Honorable Henry Walsh presiding;
- 5 • *Hernandez v. Central Valley Recovery Services, et al.* Case No. VCU290220, California
6 Superior Court, County of Tulare, Honorable Brett Hillman presiding;
- 7 • *Kelley v Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
8 Court, County of San Bernardino, Honorable Jessica Morgan presiding;
- 9 • *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-
10 CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats
11 presiding;
- 12 • *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California
13 Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;
- 14 • *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California
15 Superior Court, County of San Bernardino, Honorable David Cohn presiding;
- 16 • *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior
17 Court, County of San Bernardino, Honorable David Cohn presiding;
- 18 • *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court,
19 County of Monterey, Honorable Thomas W. Wills presiding;
- 20 • *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California
21 Superior Court, County of Riverside, Honorable Harold Hopp presiding;
- 22 • *Vargas-Flores v. Barbor Bay Club, Inc., et al.* Case No. 21CV002396, California
23 Superior Court, County of Alameda, Honorable Michael Markman presiding;
- 24 • *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California
25 Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;
- 26 • *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior
27 Court, County of Los Angeles, Honorable Laura Seigle presiding;
- 28 • *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California

1 Superior Court, County of Alameda, Honorable Noel Wise presiding;
2 • *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California
3 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding
4 • *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California
5 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
6 • *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior
7 Court, County of Imperial, Honorable Jeffery B. Jones presiding;
8 • *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS057713, California Superior
9 Court, County of Solano, Hon. Christine A. Carringer presiding;
10 • *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS058064, California Superior
11 Court, County of Solano, Hon. Christine A. Carringer presiding;
12 • *Olivares v. PCI Industries, LLC, et al.* Case No. 22STCV37965, California Superior
13 Court, County of Los Angeles, Hon. Samantha P. Jessner presiding;
14 • *Sarmiento v. The Neil Jones Food Company., et al.* Case No. 21CECG03825, California
15 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding;
16 • *Jimenez v. Route 66, Post Acute LLC Agency, LLC., et al.* Case No. 23STCV03441,
17 California Superior Court, County of Los Angeles, Hon. Laura A. Seigle presiding;
18 • *Diaz v. UCA General Insurance Services, Inc., et al.* Case No. 30-2021-01185227-CU-
19 OE-CXC, California Superior Court, County of Orange, Hon. Randall J. Sherman presiding;
20 • *Moctezuma v. Direct Line Global, LLC., et al.* Case No. 23CV033075, California
21 Superior Court, County of Alameda, Hon. Michael Markman presiding;
22 • *Williams v. Fortec Medical, Inc., et al.* Case No. 22CV014116, California Superior
23 Court, County of Alameda, Hon. Michael Markman presiding; and
24 • *Arballo et al. v. California Custom Fruits and Flavors, Inc., et al.* Case No.
25 22STCV35657, California Superior Court, County of Los Angeles, Hon. Elihu Berle presiding;
26 • *Boothe et al. v. Lemonade Restaurant Group, LLC, et al.* Case No. 22STCV38302,
27 California Superior Court, County of Los Angeles, Hon. Laura Seigle presiding;
28 • *Montoya et al. v. FPR II, L.L.C., et al.* Case No. 22CV404499, California Superior

1 Court, County of Santa Clara, Hon. Theodore C. Zayner;

2 • *Martinez Flores v. APT Maintenance, Inc., et al.* Case No. 22CV024427, California

3 Superior Court, County of Alameda, Hon. Somnath Raj Chatterjee presiding;

4 • *Montoya v. TLMVACO LLC., et al.*, Case No. 23CV001593, California Superior Court,

5 County of Monterey, Honorable Thomas W. Willis presiding;

6 • *Getaw v. Consolidated Disposal Services LLC., et al.*, Case No. 21STCV22036,

7 California Superior Court, County of Los Angeles, Honorable Elihu Berle presiding;

8 • *Barocio v. Industrial Field Services Inc., et al.*, Case No. 23STCV01522, California

9 Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;

10 • *Federics v. The HWood Group, LLC., et al.*, Case No. 21STCV44105, California

11 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;

12 • *Rosa v. Paqueteria HR Express, Inc., et al.*, Case No. 23STCV00890, California Superior

13 Court, County of Los Angeles, Honorable Theresa M. Traber presiding;

14 • *Martnez v. Kenyon Plastering, Inc., et al.*, Case No. CIVSB2216155, California Superior

15 Court, County of San Bernardino, Honorable Christian Towns presiding;

16 • *Mora v. IGT Global Solutions Corporation, et al.*, Case No. 22STCV05393, California

17 Superior Court, County of Los Angeles, Honorable Timothy Patrick Dillon presiding;

18 • *Ramirez v. Primez Farms LLC, et al.*, Case No. 20STCV06328, California Superior

19 Court, County of Los Angeles, Honorable Elaine Lu presiding;

20 • *Pacheco v. JCC Logistics, Inc., et al.*, Case No. B-21-102266, California Superior Court,

21 County of Kern, Honorable Thomas Clark presiding;

22 • *Caballero v. The Ensign Group, Inc., et al.*, Case No. 19STCV43230, California Superior

23 Court, County of Los Angeles, Honorable William F. Highberger presiding;

24 • *Graciano v. Hignell, Incorporated, et al.*, Case No. 22CV01196, California Superior

25 Court, County of Butte, Honorable Stephen E. Benson presiding;

26 • *Ruiz v. Butterfield Electric, Inc., et al.*, Case No. 22CV010662, California Superior Court,

27 County of Alameda, Honorable Michael Markman presiding;

28 • *Lozano v. LECC Berg Feinfield Eye Centers, LLC., et al.*, Case No. 22STCV40646,

1 California Superior Court, county of Los Angeles, Honorable Elihu M. Berle presiding;
2 and *Villalpando et al. v. Los Angeles Truck Service, LLC, et al.*, Case No. 22STCV11804,
3 California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
4 • *Pablo Martinez v. Superior Cattle Feeders, LLC, et al.*, Case No. ECU002635, California
5 Superior Court, County of Imperial, Honorable Brooks Anderhold presiding;
6 • *Milon v David & Esperanza Chavez Family Limited Partnership DBA Chavez*
7 *Supermarket et al.*, Case No. 20CV368379, California Superior Court, County of Santa Clara,
8 Honorable Theodore C. Zayner presiding; *Flores et al. v. Parkwood Landscape Maintenance Inc.,*
9 *et al.*, Case No.: 20STCV12795, California Superior Court, County of Los Angeles, Honorable
10 Stuart Rice presiding;
11 • *Williams v. Holland Partner Group Operations, LLC, et al.*, Case No.: 23CV049392,
12 California Superior Court, County of Alameda, Honorable Sarah Stanford-Smith presiding;
13 • *Estrada v Cookunity Inc., et al.*, Case No.: 24STCV12367, California Superior Court,
14 County of Los Angeles, Honorable Laura A. Seigle presiding;
15 • *Silvas v. Catalyst Family, Inc.*, Case No.: 21CV385134, California Superior Court,
16 County of Santa Clara, Honorable Charles F. Adams presiding;
17 • *Arnett v. Traditions Health LLC*, Case No.: CVRI2305219, California Superior Court,
18 County of Riverside, Honorable Harold W. Hopp presiding;
19 • *Gammaro v. Walgreen Pharmacy Services Midwest, LLC*, Case No.: 23STCV00615,
20 California Superior Court, County of Los Angeles, Honorable Daniel M. Crowley;

21 44. I have also settled matters on a “PAGA Only” basis for aggrieved employees in the
22 past, including in:

23 • *Bailey v. Cannon Constructors*, Case No. 21STCV38274, California Superior Court,
24 County of Los Angeles, Honorable Carolyn Kuhl presiding.
25 • *Johns v. Whelan Security of California, Inc., et al.* Case No. 22STCV68687, California
26 Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
27 • *Carrion v. Clutter, Inc., et al.* Case No. 23STCV06709, California Superior Court,
28 County of Los Angeles, Honorable Kerry Bensinger presiding;

1 • *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior
2 Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;
3 • *Pattingale v. Laird Family Estate, LLC et al.* Case No. 22CV000048, California Superior
4 Court, County of Napa, Honorable Cynthia P. Smith presiding;
5 • *London Young v. Amazon.com LLC, et al.* Case No. 21STCV38280, California Superior
6 Court, County of Los Angeles, Honorable Elaine Lu presiding;
7 • *Latrice Ackles v. Brinker Restaurant Corporation, et al.* Case No. 22STCV19068,
8 California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding;
9 • *Ruvalcaba v. Rod Fraser Enterprises, Inc., et al.* Case No. 30-2023-01308022-CU-OE-
10 CXC, California Superior Court, County of Orange, Hon. Layne H. Melzer presiding;
11 • *Rhea et al. v. Stars behavioral health Group, Inc., et al.* Case No. CIVDS2017661,
12 California Superior Court, County of San Bernardino, Hon. Joseph T. Ortiz presiding;
13 • *Essary v. Community Corporation of Santa Monica, et al.* Case No. 23STCV03250,
14 California Superior Court, County of Los Angeles, Honorable Samantha Jessner presiding;
15 • *Nestor et al., v. Redlands Community Hospital, et al.* Case No. CIVSB2327089,
16 California Superior Court, County of San Bernardino, Honorable Wilfred J. Schneider, Jr.
17 presiding;
18 • *Azzawi v. C-Store Services, Inc., et al.* Case No. CIVSBZ228712, California Superior
19 Court, County of San Bernardino, Honorable Joseph B. Wildman presiding;
20 • *Quintero v MW BHCC LLC, et al.* Case No. 22STCV32539, California Superior Court,
21 County of Los Angeles, Honorable Rice Stuart presiding;
22 • *Mendivil v. HG Foods, LLC*, Case No.: VCU296223, California Superior Court, County
23 of Tulare, Honorable Gary M. Johnson presiding.

24 **Adequacy of Plaintiff**

25 45. Class Counsel believe no conflicts, disabling or otherwise, exists between Plaintiff
26 and Class Members because Plaintiffs allege to have been damaged by the same alleged conduct of
27 Defendant (i.e., Plaintiff was classified as non-exempt employees, was not paid premium pay, etc.)
28 and thus have the incentive to fairly represent all Class Members' claims to achieve the maximum

1 possible recovery.

2 ///

3 I declare under penalty of perjury under the laws of the state of California that the
4 foregoing is true and correct this March 25, 2026, at Los Angeles, California.

5 /s/ Vedang J. Patel

6 _____
7 Vedang J. Patel

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