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Attorneys for Plaintiffs

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

JOSE RAMIRO LOBATO BARCENAS,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

BAMBUZA OC VENTURES LLC, a
California limited liability company;
BAMBUZA SMF VENTURES LLC, a
California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01415928-CU-OE-CXC

*Assigned for all purposes to:
Hon. Melissa R. McCormick
Dept. CX105*

**DECLARATION OF SEAN HARTRANFT
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 11, 2026
Time: 2:00 p.m.
Dept: CX105

DECLARATION OF SEAN HARTRANFT

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 100 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. Additionally, Apex Class Action possesses the necessary technology and infrastructure to manage large-scale class action cases efficiently. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and the administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We maintain the highest level of confidentiality in all our operations. Any class data and communication received by us will be treated with utmost privacy and will not be disclosed to any unauthorized party. Attached is our current CV, as Exhibit A, which highlights our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations,

1 regularly evaluating the effectiveness of its security measures. Access to class member
2 information is limited to employees, agents, or subcontractors who require it to perform their
3 duties, and Apex Class Action conducts background checks on all personnel with access to
4 sensitive personal information to ensure they do not pose a threat to the security of client or class
5 member information. As part of its commitment to data security and industry best practices, Apex
6 Class Action has completed a rigorous third-party audit and is SOC 2 Type 2 certified,
7 demonstrating its adherence to strict standards for data privacy, confidentiality, and system
8 integrity. This certification reflects Apex's continued focus on protecting sensitive information
9 through well-documented and consistently applied internal controls. To guarantee the security of
10 the settlement administration process, Apex Class Action maintains Professional Liability and
11 Cyber Liability Insurance coverage, as required by legal standards and best practices in the legal
12 profession.

13 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
14 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
15 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
16 conducting preliminary and final calculations to determine the individual settlement amounts,
17 including attorneys' fees, costs, enhancement awards, and any other court-approved designees;
18 (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved
19 settlement funds and tax forms via First-Class USPS mail.

20 7. The administration fees for Apex Class Action's management of this settlement will
21 not exceed \$6,500.00, as specified in **Exhibit B**. This document presents a comprehensive plan
22 detailing the specific administration services that will be provided.

23
24 I declare under penalty of perjury under the laws of the state of California that the
25 foregoing is true and correct. Executed this 1st day of April 2026, in Irvine, California.

26
27
28


Sean Hartranft

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B



Quotation Request:

Arman A. Salehi
 Wilshire Law Firm, PLC
 arman.salehi@wilshirelawfirm.com
 800.926.9799

Case Name:

Barcenas, et al. v. Bambuza SMF Ventures LLC

Date:

Friday, February 6, 2026

RFP Number:

15180027

Prepared By:

Sean Hartranft
 Apex Class Action LLC
 Sean@apexclassaction.com
 949.878.3676

Settlement Specifications	
Estimated Class Size:	150
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	150	\$225.00
USPS First Class Postage	Per Piece	\$0.78	150	\$117.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	30	\$67.50
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$54.75	1	\$54.75
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$1,934.25

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$50.00	1	\$50.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$550.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	150	\$225.00
USPS First Class Postage	Per Piece	\$0.78	150	\$117.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	15	\$33.75
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,100.00	1	\$1,100.00
			Sub Total:	\$2,495.75

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

			WILL NOT EXCEED:	\$6,500.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.
12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**
13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**
14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.
15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**
16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.
17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**
18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.
19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

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Attorneys for Plaintiffs

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

JOSE RAMIRO LOBATO BARCENAS,
individually, and on behalf of all others similarly
situated,

Plaintiff,

v.

BAMBUZA OC VENTURES LLC, a California
limited liability company; BAMBUZA SMF
VENTURES LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01415928-CU-OE-CXC

*Assigned for all purposes to:
Hon. Melissa R. McCormick
Dept. CX105*

**DECLARATION OF JOSE RAMIRO
LOBATO BARCENAS IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 11, 2026
Time: 2:00 p.m.
Dept: CX105

I, Jose Ramiro Lobato Barcenas, hereby declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I submit this declaration in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. I worked for defendants Bambuza OC Ventures LLC and Bambuza SMF Ventures LLC (“Defendants”) as an hourly-paid, non-exempt shift supervisor from approximately October 2022 to March 2025 at the Santa Ana location.

3. Based on my experience and knowledge of Defendants’ wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of Defendants.

4. I am seeking to become a class representative in this case. I believe my experiences are similar to other hourly-paid, non-exempt employees of Defendants. I believe we were all subject to the same employment policies and practices.

5. I do not have any conflicts with other hourly-paid, non-exempt employees that would interfere with my ability to represent them. I believe I will adequately represent the hourly-paid, non-exempt employees of Defendants.

6. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid, non-exempt employees. I believe my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by Defendants’ company-wide policies and practices, specifically, but not limited to, my meal and rest breaks were interrupted and I frequently used the “Homebase” app on my personal cell phone in order to clock in/out and communicate with employees, which I was not reimbursed for. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by Defendants.

Risks, Both Financial and Otherwise, Faced in Bringing the Suit

7. Further, when I decided to become involved in this lawsuit as a class representative on behalf of other employees of Defendants and as a private attorney general for the State of

California, I understood that I was not only seeking unpaid wages and penalties on behalf of myself, but also for other employees who worked for Defendants, and that by doing so, I would be delaying more immediate recovery available to me through the Labor Commissioner's office.

8. I was also made aware that being a class representative and private attorney general in an action filed on behalf of others would subject me to a stigma that is sometimes associated with those who bring these kinds of lawsuits. I was aware that, as a class representative and private attorney general, I might be responsible for some or all of Defendants' legal costs if the case was not successfully concluded. Even with knowledge of these risks, I was willing to go forward and to act on behalf of the other employees and the State of California, but I was nervous about losing and having a judgment filed against me for costs or losing job opportunities in the future.

9. I understood that there were risks involved in class and representative action lawsuits. I understood that the lawsuit could continue for several years and require my services and attention throughout the entire length of the lawsuit. I learned that even if we won at trial, the case could be further delayed by appeals.

Notoriety and Personal Difficulties Encountered

10. As a named plaintiff, I am one of the faces of the litigation. As of the date of this declaration, the class notice will be mailed in this case to approximately 139 current and former employees of Defendants, which will inform them that I filed a class and representative action against Defendants. Exposing myself to this kind of publicity creates a risk for my future career prospects, since current and former employees of Defendants may move to different companies within the industry or may know people at other companies within the industry who may not wish to hire someone who sued his employer. I also understand that having filed this lawsuit in court means that there is now a permanent public record of this lawsuit available to the general public. Given this additional exposure, there is further risk to my future career prospects.

Amount of Time and Effort Spent and Duration of the Litigation

11. I have always kept the best interests of the other hourly-paid, non-exempt employees in mind while performing my duties as the named plaintiff in this case. I have been committed throughout the course of this case to vigorously prosecuting this case on behalf of myself and the

1 other employees. I believe that I have demonstrated my ability to advocate for the interests of the
2 other hourly-paid, non-exempt employees by initiating this lawsuit and have spent a substantial
3 amount of time and effort on this litigation. My work on this case has specifically included, among
4 other things, searching/gathering and providing my payroll records and other documents and
5 information to my attorneys, discussing potential witnesses, keeping in regular contact with my
6 attorneys regarding the status of the case, assisting my attorneys prepare for mediation (i.e.,
7 reviewing discovery information and data (if needed), discussing my claims and experience), being
8 on-call for my attorneys on the date of mediation in case questions or concerns arose during
9 mediation, and participating in settlement discussions. After mediation, I remained actively involved
10 by reviewing the settlement papers and contacting my counsel for updates. I estimate that since I
11 retained my counsel in June 2024, I have spent approximately 30 hours on the activities described
12 above. And I estimate that I will spend an additional 1-5 hours assisting my attorneys through the
13 approval process and staying up to date with the case through disbursement of the settlement checks.

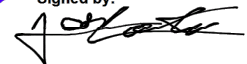
14 **Personal Benefit Received as a Result of the Litigation**

15 12. Under the settlement agreement, I am eligible to receive a service payment of up to
16 \$5,000.00. Absent the requested service payment, the personal benefit I will receive is the same as
17 all other employees. But unlike the other employees, who are only releasing the wage and hour claims
18 asserted in the lawsuit, I have signed a general release of claims as to Defendants. I have also agreed
19 to resign from my position with Defendant in exchange for separate consideration.

20 13. I will continue to actively participate in this lawsuit as necessary, and will continue
21 to make myself available to assist in this case moving forward as needed.

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

24 Executed on 4/9/2026, at Santa Ana, California.

25 Signed by:
26 
27 1383743078304A7
28 Jose Ramiro Lobato Barcenas

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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individually, and on behalf of all others similarly
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Case No.: 30-2024-01415928-CU-OE-CXC

*Assigned for all purposes to:
Hon. Melissa R. McCormick
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**DECLARATION OF KAITLYN
HORTON IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

PRELIMINARY APPROVAL HEARING
Date: June 11, 2026
Time: 2:00 p.m.
Dept: CX105

I, Kaitlyn Horton, hereby declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I submit this declaration in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. I worked for defendants Bambuza OC Ventures LLC and Bambuza SMF Ventures LLC (“Defendants”) as an hourly-paid, non-exempt barista from approximately May 2023 to December 2024 at the Santa Ana location.

3. Based on my experience and knowledge of Defendants’ wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of Defendants.

4. I am seeking to become a class representative in this case. I believe my experiences are similar to other hourly-paid, non-exempt employees of Defendants. I believe we were all subject to the same employment policies and practices.

5. I do not have any conflicts with other hourly-paid, non-exempt employees that would interfere with my ability to represent them. I believe I will adequately represent the hourly-paid, non-exempt employees of Defendants.

6. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid, non-exempt employees. I believe my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by Defendants’ company-wide policies and practices, specifically, but not limited to, I often used the “Homebase” app on my personal cell phone in order to clock in (once I arrived at the airport and got off the tram) and clock out, which I was not reimbursed for. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by Defendants.

Risks, Both Financial and Otherwise, Faced in Bringing the Suit

7. Further, when I decided to become involved in this lawsuit as a class representative on behalf of other employees of Defendants and as a private attorney general for the State of

1 California, I understood that I was not only seeking unpaid wages and penalties on behalf of myself,
2 but also for other employees who worked for Defendants, and that by doing so, I would be delaying
3 more immediate recovery available to me through the Labor Commissioner's office.

4 8. I was also made aware that being a class representative and private attorney general
5 in an action filed on behalf of others would subject me to a stigma that is sometimes associated with
6 those who bring these kinds of lawsuits. I was aware that, as a class representative and private
7 attorney general, I might be responsible for some or all of Defendants' legal costs if the case was not
8 successfully concluded. Even with knowledge of these risks, I was willing to go forward and to act
9 on behalf of the other employees and the State of California, but I was nervous about losing and
10 having a judgment filed against me for costs or losing job opportunities in the future.

11 9. I understood that there were risks involved in class and representative action lawsuits.
12 I understood that the lawsuit could continue for several years and require my services and attention
13 throughout the entire length of the lawsuit. I learned that even if we won at trial, the case could be
14 further delayed by appeals.

15 **Notoriety and Personal Difficulties Encountered**

16 10. As a named plaintiff, I am one of the faces of the litigation. As of the date of this
17 declaration, the class notice will be mailed in this case to approximately 139 current and former
18 employees of Defendants, which will inform them that I filed a class and representative action against
19 Defendants. Exposing myself to this kind of publicity creates a risk for my future career prospects,
20 since current and former employees of Defendants may move to different companies within the
21 industry or may know people at other companies within the industry who may not wish to hire
22 someone who sued her employer. I also understand that having filed this lawsuit in court means that
23 there is now a permanent public record of this lawsuit available to the general public. Given this
24 additional exposure, there is further risk to my future career prospects.

25 **Amount of Time and Effort Spent and Duration of the Litigation**

26 11. I have always kept the best interests of the other hourly-paid, non-exempt employees
27 in mind while performing my duties as the named plaintiff in this case. I have been committed
28 throughout the course of this case to vigorously prosecuting this case on behalf of myself and the

1 other employees. I believe that I have demonstrated my ability to advocate for the interests of the
2 other hourly-paid, non-exempt employees by taking part in this lawsuit and have spent a substantial
3 amount of time and effort on this litigation. My work on this case has specifically included, among
4 other things, searching/gathering and providing my payroll records and other documents and
5 information to my attorneys, discussing potential witnesses, keeping in regular contact with my
6 attorneys regarding the status of the case, assisting my attorneys prepare for mediation (i.e.,
7 reviewing discovery information and data (if needed), discussing my claims and experience), being
8 on-call for my attorneys on the date of mediation in case questions or concerns arose during
9 mediation, and participating in settlement discussions. After mediation, I remained actively involved
10 by reviewing the settlement papers and contacting my counsel for updates. I estimate that since I
11 retained my counsel in June 2024, I have spent approximately 32 hours on the activities described
12 above. And I estimate that I will spend an additional 1-5 hours assisting my attorneys through the
13 approval process and staying up to date with the case through disbursement of the settlement checks.

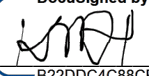
14 **Personal Benefit Received as a Result of the Litigation**

15 12. Under the settlement agreement, I am eligible to receive a service payment of up to
16 \$10,000.00. Absent the requested service payment, the personal benefit I will receive is the same as
17 all other employees. But unlike the other employees, who are only releasing the wage and hour claims
18 asserted in the lawsuit, I have signed a general release of claims as to Defendants.

19 13. I will continue to actively participate in this lawsuit as necessary, and will continue
20 to make myself available to assist in this case moving forward as needed.

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

23 Executed on 4/9/2026, at Costa Mesa, California.

24 DocuSigned by:
25 
26 B22DDC4C88CB498...
Kaitlyn Horton