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Attorneys for Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS, as individuals and on behalf of all similarly situated employees

[ADDITIONAL COUNSEL ON THE FOLLOWING PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF MERCED

CONSUELO VAZQUEZ, as an individual
and on behalf of all similarly situated
employees,

Plaintiff,

v.

CALIFORNIA FRESH FARMS LLC, and
DOES 1 through 50, inclusive,

Defendants.

Lead Case No.: 24CV-03339

Consolidated Case Nos.: 24CV-04490 and
25CV-00518

CLASS AND PAGA ACTION

**DECLARATION OF KEVIN MAHONEY
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
SETTING OF FINAL APPROVAL
HEARING**

Assigned for all purposes to:
Hon. Stephanie L. Jamieson

Date: December 5, 2025

Time: 8:15 a.m.

Location: Courtroom 8

Complaint Filed: June 28, 2024

Trial date: None Yet Set

1 Matthew J. Matern (SBN: 159798)

2 Launa Adolph (SBN: 227743)

3 Kayvon Sabourian (SBN: 310863)

4 **MATERN LAW GROUP, PC**

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Attorneys for Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS, as individuals, and
on behalf of all similarly situated employees.

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I, KEVIN MAHONEY, declare as follows:

1. I am an attorney duly admitted to practice law before the courts in the State of California. The information contained herein is based on my personal knowledge and if called as a witness I could and would testify competently thereto.

2. I am the principal attorney at Mahoney Law Group, APC, and along with associate attorney John Young and Matern Law Group, PC, are counsel of record for Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS (“Plaintiffs”) in the consolidated case of *Vazquez, et al. v. California Fresh Farms, LLC.*, Merced County Superior Court Case No. 24CV-03339.

3. This declaration is submitted in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement and Setting of Final Approval Hearing, which is unopposed by Defendant, CALIFORNIA FRESH FARMS LLC (“Defendant”).

Qualifications of Class Counsel

4. I received my Juris Doctorate from Howard University School of Law in 2002. I worked as an associate at Rose, Klein & Marias from 2005 until my resignation in August of 2009.

5. Since 2007, I have been involved in class action litigation involving various wage and hour violations, including the claims in the instant matter. The class size of these cases ranged anywhere between approximately 500 to over 15,000 putative class members with approved settlements in the millions.

6. I am the principal at Mahoney Law Group, APC in Long Beach, California. The firm currently employs eleven (11) attorneys and the practice is focused on representing employees in state and federal wage and hour class actions and consumer class actions.

7. In August 2009, I co-founded Mahoney, Perry & Burrows (now Mahoney Law Group). The firm currently serves as lead counsel and/or co-lead counsel in numerous wage and hour class action matters across California, including but not limited to Los Angeles Superior Court, Orange County Superior Court, Riverside Superior Court, San Bernardino Superior Court,

1 the United States District Court for the Central District of California, the Southern District of
2 California and the Northern District of Illinois.

3 8. I have never faced any disciplinary action or received any sanction for misconduct
4 or an ethical violation.

5 9. For the past ten (10) years my practice has focused on representing employees in
6 state and federal wage and hour class actions. Some examples of cases where I have served as
7 lead and/or co-lead counsel include:

- 8 • *Denise Mays v Children's Hospital of Los Angeles*, Los Angeles Superior Court,
9 Case No. BC477830;
- 10 • *Valerie Brooks v. Life Care Centers of America, Inc., et al.*, United States District
11 Court, Central District of California, Case No. 8:12-cv-00659-CJC-RNB;
- 12 • *Branch v PM Realty Group, LP*, Los Angeles Superior Court, Case No.
13 BC575759;
- 14 • *Curriel v Glendora Grand, Inc.*, Los Angeles Superior Court, Case No. BC618831;
- 15 • *Fajardo v Para Los Ninos*, Los Angeles Superior Court, Case No. BC618609;
- 16 • *Flores v Cambrian Homecare*, Los Angeles Superior Court, Case No. BC544612
17 [case certified];
- 18 • *Flores v Galaxy Investments, LTD*, Orange County Superior Court. Case No. 30-
19 2015-00814157-CU-OE-CXC;
- 20 • *Frausto v Cosmetix West*, Los Angeles Superior Court, Case No. BC548993;
- 21 • *Hamann v Auction. Com, LLC*, Orange County Superior Court, Case No. 30-2014
22 00751733-CU-OE-CXC;
- 23 • *Hernandez v Leonard Chaidez, Inc.*, Orange County Superior Court, Case No.30-
24 2015-00800771-CU-OE-CXC;
- 25 • *Bautista v 3 Thirty 3 Newport Beach*, Orange County Superior Court Case No. 30-
26 2016-00839995-CU-OE-CXC;
- 27 • *Sanchez v St. Mary's Medical Center*, San Bernardino Superior Court, Case No.
28 CIVDS 1304898 [case certified];

- 1 • *McClellan v Summit Career College, Inc.*, San Bernardino Superior Court, Case No.
- 2 CIVDS101 1407 [case certified];
- 3 • *Levanoff v SoCal Wings, LLC*, Orange County Superior Court, Case No. 30-2011-
- 4 00511808-CU-OE-CXC [case certified];
- 5 • *Harvey Holt, et al. v. Parsec, Inc., et al.*, United States District Court, Central
- 6 District of California Case No. CV-9540-VBF (PJWx)
- 7 • *Dorothy Berry v. Brierwood Terrace Convalescent Hospital, et al.*, Los Angeles
- 8 Superior Court Case No. BC437781;
- 9 • *Dante Booker v. The Goodyear Tire and Rubber Company*, Los Angeles Superior
- 10 Court Case No. BC498399;
- 11 • *Manuel Diaz, et al. v. Excel Sheet Metal, Inc.*, Los Angeles Superior Court
- 12 Case No. BC504033;
- 13 • *Fernando Albiar, et al. v. Spectrum Athletics-Canoga Park, et al.*, Los Angeles
- 14 Superior Court Case No. BC413860;
- 15 • *Gerardo Ortega, et al. v. CR & R Incorporated*, Los Angeles Superior Court
- 16 Case No. BC414434;
- 17 • *William Davis v. Pacific Hospital of Long Beach, et al.*, Los Angeles Superior
- 18 Court Case No. BC488542;
- 19 • *Kurt Casadine v. Maxim Healthcare Services, Inc.*, United States District Court,
- 20 Central District of California Case No. CV 12-10078-DMG (CWx)
- 21 • *Deborah Cabanillas v. Lakewood Park Manor Healthcare, Inc. et al.*, Los Angeles
- 22 Superior Court Case No. BC443859
- 23 • *Daniel Branch v. Indiana Plumbing Supply, Co. Inc. et al.*, Los Angeles Superior
- 24 Court Case No. BC425627;
- 25 • *Santos v Double Vision Concepts, Inc.*, Orange County Superior Court, Case No.
- 26 30-2014-00723893-CU-OE-CXC;
- 27 • *Butch Calvo v. Providence Health Systems-Southern California, et al.*, Los
- 28 Angeles Superior Court Case No. BC419843;

- *John De La Torre v. Cri-Help, Inc.*, Los Angeles Superior Court Case No. BC508430;
- *Esmerelda Fernandez, et al. v. Teva Parenteral Medicines, Inc.*, Orange County Superior Court Case No. 30-2010-00412849-CU-OE-CXC;
- *Kimya Oliver, et al. v. College Health Enterprise, et al.*, Los Angeles Superior Court Case No. BC406481;
- *Audi Velazquez v. New Vista Health Services, Inc.*, Los Angeles Superior Court Case No. BC424797;
- *Rick Wilcox, et al. v. Presbyterian Intercommunity Hospital, et al.*, Los Angeles Superior Court Case No. BC424796;
- *Raenan Guadez, et al. v. Sega Gameworks, LLC*, San Bernardino Superior Court Case No. CIVRS 1105099;
- *Erica Teyuca v Pacific Alliance Medical Center, Inc.*, Los Angeles Superior Court Case No. BC459422;
- *Yessenia Martinez v. Fresh & Easy Neighborhood Market, Inc.*, San Bernardino Superior Court Case No. CIVRS104607; and
- *Maria Zimmerman v. Quality Children's Services*, Los Angeles Superior Court Case No. BC472001.

10. Plaintiffs nor our firm has any known conflicts of interest with any putative class members or the Settlement Administrator.

11. The Parties request that the Court grant preliminary approval of the Settlement Agreement, and approve the form and method for providing class-wide notice and direct that such notice be given. Defendant's information and records have identified approximately sixty-one (61) Class Members, satisfying the following definitions: all current and former non-exempt, hourly-paid employees of California Fresh Farms, LLC who worked in the State of California from June 28, 2020 through December 30, 2023 ("Class Period").

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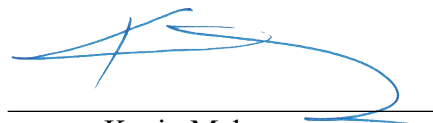
12. After engaging in investigation and extensive negotiations with the assistance of a third-party neutral, Hon. Thierry Colaw (Ret.), the parties have agreed to settle all claims alleged on a class-wide non-reversionary basis for a Gross Settlement Amount (“GSA”) of one hundred ninety-seven thousand five hundred dollars (\$197,500.00), inclusive of Class Counsel’s Attorneys’ Fees and Litigation Costs, the PAGA Settlement Amount, Enhancement Payment to the Plaintiffs, and Settlement Administration Costs, as defined in the Settlement Agreement. There are an estimated sixty-one (61) Class Members, all of whom will automatically receive an individual share of the Net Settlement Amount unless they timely opt-out of the class action portion of the Settlement. All Class Members who are also PAGA Group Members as defined in the Settlement have no opt-out rights and will automatically receive an Individual PAGA Payment from the PAGA Settlement Amount based on the formula set forth in the Settlement Agreement. The estimated minimum Net Settlement Amount (“NSA”) of sixty-nine thousand six hundred sixty-six dollars and sixty-seven cents (\$69,666.67) will be distributed and paid to Class Members whose shares will be determined based on the number of weeks worked for Defendant during the Class Period. The estimated average gross individual settlement payment to the Participating Class members, using a straight average, is one thousand one hundred forty-two dollars and eight cents (\$1,142.08).

Reasonableness of Settlement

13. Given that the Settlement creates a Gross Settlement Amount of one hundred ninety-seven thousand five hundred dollars (\$197,500.00) for approximately sixty-one (61) Class Members, this Settlement provides a fair recovery to the class for the alleged claims and easily falls within the range of reasonableness.

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

Executed on this 29th day of October 2025 in Long Beach, California.


Kevin Mahoney

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **November 3, 2025**, I served [X] true copies [] originals of the following document(s):
DECLARATION OF KEVIN MAHONEY IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND SETTING OF FINAL APPROVAL HEARING. I served the document(s) on the person(s) below as follows:

Jones Day Elizabeth McRee, Esq. Cindy Ritchey, Esq. Koree B. Wooley Esq. 4655 Executive Drive, Suite 1500 San Diego, CA 92121	Attorneys for Defendant California Fresh Farms, LLC Telephone: (858) 314-1200 Email: kbwooley@jonesday.com critchey@jonesday.com emcree@jonesday.com
MATERN LAW GROUP, PC Matthew J. Matern, Esq. Launa Adolph, Esq. Keyvon Sabourian, Esq. 2101 E El Segundo Blvd., 403 El Segundo, CA 90245	Attorneys for Plaintiff Consuelo Vazquez and Maria Ceballos Telephone No.: 310-531-1900 Facsimile No.: 310-531-1901 Email: KSabourian@maternlawgroup.com emcree@jonesday.com LAdolph@maternlawgroup.com

The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address tnghuyen@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message, or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **November 3, 2025**, at Long Beach, California.



Tuan Nguyen