

1 Daniel J. Brown (State Bar #307604)
dbrown@stansburybrownlaw.com
2 **STANSBURY BROWN LAW, PC**
2610 1/2 Abbot Kinney Blvd.
3 Venice, California 90291
Tel. (323) 204-3124

4 Attorneys for Plaintiff

5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

6 **FOR THE COUNTY OF KERN**

7
8 DOMINGO MUNOZ MORALES, as an
individual and on behalf of all others similarly
9 situated,

10 Plaintiff,

11 vs.

12 JUAN CARLOS ARRELLANO MEDINA, dba
13 CYPRESS FLC, an individual; CASTLEROCK
14 FARMING, LLC, a California Limited Liability
Company; CASTLEROCK FARM HOLDINGS,
15 LLC, a California Limited Liability Company;
CASTLEROCK FARMING AND
16 TRANSPORT, LLC, a California Limited
Liability Company; DOES 1 through 100,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

Case No.: BCV-20-102941

*[Assigned to for all purposes to the
Hon. J. Eric Bradshaw]*

**DECLARATION OF DANIEL J.
BROWN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: May 31, 2022
Time: 8:30 a.m.
Div: J

Complaint Filed: December 16, 2020
Trial Date: None Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I, DANIEL J. BROWN, declare as follows:

1. I am the principal of the law firm of Stansbury Brown Law, PC and counsel for the named plaintiff Domingo Munoz Morales (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2015 graduate of UCLA School of Law. I was admitted to the California State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced exclusively in the area of employment litigation. From December 2015 to June 2017, I worked for the law firm Rastegar Law Group, APC, an employment litigation firm in Torrance, California. The vast majority of my work at Rastegar Law Group, APC, focused on representing employees in wage and hour class actions. I was also the lead attorney on individual claims for wrongful termination, harassment, discrimination, and retaliation. While non-exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, analyzing payroll and timekeeping records and employee handbooks, drafting and opposing motions for remand, demurrers and motions to dismiss, motions to compel, drafting mediation briefs, attending mediations, drafting long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the claims and/or opt-out processes.

3. In June 2017, I voluntarily resigned from the Rastegar Law Group, APC, in order to accept a position with the Haines Law Group, APC, an employment litigation firm specializing in employment class action litigation. During my employment at the Haines Law Group, APC, I played a significant role in the class actions that I was staffed on. In particular, I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting oppositions to demurrers, motions to strike and/or dismiss; remanding actions back to state court

1 from federal court; drafting and responding to written discovery; drafting and opposing discovery
2 related motions; arguing discovery related motions; interviewing putative class members and
3 obtaining declarations in connection with class certification; drafting motions for class
4 certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
5 claims, the likelihood of prevailing at class certification and potential damages resulting from
6 such claims; drafting mediation briefs; serving as the primary contact for opposing counsel;
7 deposing corporate witnesses and putative class members; and defending the depositions of
8 named plaintiffs. In short, I played an integral role in all aspects of litigation from the inception
9 of a matter through and beyond class certification.

10 4. In June 2019, I started my own law firm, Stansbury Brown Law, PC focusing
11 almost exclusively on employment litigation. Currently, over 70 percent (70%) of my practice is
12 dedicated exclusively to the prosecution of wage and hour class actions, and I am currently
13 responsible for prosecuting over twenty (20) wage and hour class actions. The following is a non-
14 exhaustive list of wage and hour class actions in which I have played a significant role in
15 prosecuting the litigation, which have received final approval on a class and/or PAGA only basis:
16 *Spinks v. Suja Life, LLC.*, Case No. 37-2014-00036496-CU-OE-CTL, California Superior Court,
17 County of San Diego, Judge Richard E.L. Strauss presiding (approved as class counsel in wage
18 and hour class action on behalf of non-exempt employees of a juice manufacture involving claims
19 for unpaid wages, meal and rest period violations, and other claims); *Galvan v. Amvac Chemical*
20 *Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of
21 Orange, Judge William D. Claster presiding (granted final approval of settlement on behalf of
22 non-exempt employees of a chemical manufacturing company involving claims for unpaid
23 overtime and waiting time penalties); *Blank v. Coty, Inc., et al.*, Case No. BC624850, California
24 Superior Court, County of Los Angeles, Judge William F. Highberger presiding (granting final
25 approval of a class of employees of a beauty products manufacturer involving claims for unpaid
26 overtime, meal period violations, and wage statement violations); *Lira v. Discus Dental, LLC, et*
27 *al.*, Case No. CIVDS1620402, California Superior Court, County of San Bernardino, Judge David
28 Cohn presiding (approved as class counsel in a wage and hour class action on behalf of non-

1 exempt employees of a manufacturer of dental products involving claims for unpaid overtime,
2 minimum wage violations, meal period violations, wage statement and waiting time penalties);
3 *Nieto v. Emtek Products, Inc.* Case No. BC652704, California Superior Court, County of Los
4 Angeles, Judge Shepard Wiley, Jr. presiding (approved as class counsel in a wage and hour class
5 action on behalf of non-exempt employees of a manufacturer of door hardware involving claims
6 for meal and rest period violations, and for waiting time, wage statement, and for penalties
7 pursuant to the Private Attorneys General Act (“PAGA”)); *Frank Gonzalez III v. Prime*
8 *Communications*, Case No. BC702262, California Superior Court, Judge Kenneth R. Freeman
9 presiding (granting final approval to a wage and hour class action on behalf of non-exempt
10 employees against a cell phone provider for meal and rest period violations, off-the-clock
11 violations, and for derivative penalties); *Fierro v. Universal City Studios LLC*, Case No.
12 BC642460, California Superior Court, County of Los Angeles, Judge Maren E. Nelson presiding
13 (granting final approval of a wage and hour class action on behalf of current and former non-
14 exempt employees against an amusement park involving claims for meal and rest period
15 violations, failure to indemnify, failure to pay all minimum and overtime wages, and for waiting
16 time, wage statement, and PAGA penalties); *Stephen et al. v. PSC Industrial Outsourcing, LP*,
17 Case No. BC10752, California Superior Court, County of Los Angeles, Judge Shepard Wiley Jr.
18 presiding (granting final approval in and wage and hour class action on behalf of current and
19 former non-exempt employees of an industrial cleaning company for meal and rest period
20 violations, unpaid wages, failure to reimburse business expenses, and waiting time, wage
21 statement, and PAGA penalties); *Duran v. Prada USA Corp.*, Case No. BC644319, California
22 Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (approved as class counsel
23 in a wage and hour class action on behalf of current and former employees of a clothing store
24 involving claims for unlawful claw back of earned commissions, meal and rest period violations,
25 failure to reimburse necessary business expenses, and derivate claims for penalties); *Honorato*
26 *Lopez v. Moon Valley Nursey, Inc.*, Case No. BC668161, California Superior Court, Los Angeles
27 County, Judge John Shepard Wiley, Jr. (approved as class counsel in a wage and hour class action
28 on behalf of current and former employees of a commercial nursery involving claims for failure

1 to pay for all hours worked, automatically deducting work time for meal periods regardless if
2 taken, rest period violations, and derivate claims for penalties); *Alfaro v. Orange Automotive d/b/a*
3 *Kia of Orange*, Case No, 30-2017-00945105-CU-OE-CXC, California Superior Court, County of
4 Orange, Judge Randall J. Sherman presiding (approved as class counsel in a wage and hour class
5 action on behalf of current and former employees of a car dealership involving claims for
6 minimum wage violations, meal and rest period violations, failure to reimburse business
7 expenses, wage statement violations, waiting time penalties, and PAGA penalties); *Lemus v.*
8 *Promenade Imports, LLC*, California Superior Court, County of Orange, Judge William Claster
9 presiding (granting final approval in a wage and hour class action on behalf of current and former
10 non-exempt employees of a car dealership involving claims for minimum wage violations, meal
11 and rest period violations, failure to reimburse business expenses, and claims for derivative
12 penalties); *Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,
13 California Superior Court, County of Orange, Judge William Claster presiding (approved as class
14 counsel in a wage and hour class action on behalf of current and former non-exempt employees
15 of a high-end residential carpets and custom rugs company involving claims for meal and rest
16 period violations, regular rate miscalculation, unlawful rounding policy, and claims for derivative
17 penalties); *Vazquez, et al. v. Kraft Heinz Foods Company*, Case No. 16-CV-02749-WGH (AGS),
18 United States District Court, Southern District of California, Honorable William Q. Hayes
19 presiding (certifying subclasses of employees for meal period violations, failure to pay for all
20 hours worked, and a derivate waiting time class); *Perez v. Moss Bros. Auto Group, Inc., et al.*,
21 Case No. RIC1709905, California Superior Court, County of Riverside, Judge Craig G. Reimer
22 presiding (granting final approval of a wage and hour class action on behalf of current and former
23 non-exempt employees of a car dealership involving claims for minimum wage violations, failure
24 to pay all overtime wages, meal period violations, rest period violations, wage statement
25 violations, and civil penalties under the PAGA); *Gonzalez v. Lacey Milling Company*, Case No.
26 19C-0361, California Superior Court, County of Kings, Judge Kathy Cuiffini presiding (approved
27 as class counsel in a wage and hour class action on behalf of current and former non-exempt
28 employees of flour packing company involving claims for meal and rest period violations,

1 unlawful rounding policy, and claims for derivate penalties); *Manuel Alberto Alvino v. Family*
2 *Ranch, Inc. et al.*, Case No. 19CECG04356, California Superior Court, County of Fresno,
3 Honorable Kristi Culver Kapetan presiding (PAGA only approving a wage and hour PAGA only
4 settlement on behalf of current and former agricultural workers involving claims of unpaid non-
5 productive and rest and recovery time, meal and rest period violations, facially deficient wage
6 statements, and waiting time violations); *Massey v. Louidar*, Case No. RIC1905130, California
7 Superior Court, County of Riverside, Honorable Sunshine Sykes, presiding (approved as class
8 counsel in a wage and hour class action on behalf of current and former non-exempt employees
9 of a restaurant involving claims for minimum wage and overtime violations, meal and rest period
10 violations, and claims for derivative penalties); *Jesse Alvarez v. Associa Developer Services, Inc.,*
11 *et al.*, Case No. RIC1905170, California Superior Court, County of Riverside, Honorable
12 Sunshine S. Sykes presiding (approved as class counsel in a wage and hour class action on behalf
13 of current and former non-exempt employees of a property management company involving
14 claims off-the-clock work, unpaid overtime, on-duty meal and rest periods, and claims for
15 derivative penalties); *Saul Tamayo Diaz v. Antonini Bros.*, Case No. STK-CV-UOE-2020-
16 0000823, California Superior Court, County of San Joaquin, Honorable George J. Abdallah
17 presiding (approved as class counsel in a wage and hour case on behalf of current and former non-
18 exempt truck drivers for unpaid minimum wages, meal and rest period violations, and derivative
19 wage statement, waiting time, and PAGA civil penalties); *Manuel Alberto Alvino v. Aguayo*
20 *Contracting, Inc.*, Case No. VCU281300, Superior Court of California, County of Tulare,
21 Honorable David C. Mathias, presiding (approved as class counsel in a wage and hour class action
22 on behalf of current and former agricultural workers for unpaid wages, meal and rest period
23 violations, and derivate penalties); *Nazario Martinez v. JNM Contracting, Inc., et al.*, Case No.
24 VCU282822, Superior Court of California, County of Tulare, Honorable Nathan D. Id presiding
25 (approved as class counsel in a wage and hour class and representative action on behalf of current
26 and former non-exempt agricultural workers for unpaid wages, meal and rest period violations,
27 and derivate penalties); *Gabriel Valles v. Fresno Fab-Tech, Inc.*, Case No. 19CECG04218,
28 Superior Court of California, County of Fresno, Honorable D. Tyler Tharpe presiding (approved

1 as class counsel in a wage and hour class action on behalf of metal fabricators for unpaid wages,
2 meal and rest period violations, and associated penalties); *Maria E. Herrera De Quilo v. Yergat*
3 *Packing Company, Inc.*, Case No. MCV085367, Superior Court of California, County of Madera,
4 Honorable Michael J. Jurkovich presiding (approved as class counsel in a wage and hour class
5 action on behalf of current and former agricultural workers for unpaid wages, meal violations,
6 and derivative penalties); *Juan Olivares v. Brickley Construction Company, Inc.*, Case No.
7 CIVSB2025107, Superior Court of California, County of San Bernardino, Honorable David Cohn
8 presiding (approved as class counsel in wage and hour class action on behalf of construction
9 workers for off-the-clock violations, regular rate violations, meal and rest period violations and
10 related penalties); *Nora Ambris Cruz v. WMJ Farms, Incorporated*, Case No. VCU282915,
11 Superior Court of California, County of Tulare, Honorable David C. Mathias presiding (approved
12 as class counsel in a wage and hour class action on behalf of current and former agricultural
13 workers for unpaid wages, meal and rest period violations, and derivative penalties).

14 5. I have also been named a California Super Lawyers' Rising Star in the area of
15 employment litigation three years in a row from 2019 to 2022. I was also recognized by
16 TopVerdict for being part of a team that secured one of the top 50 labor and employment law
17 settlements in California in 2019. I am also active in the California employment and consumer
18 law community. I am a member of the Consumer Attorneys Association of Los Angeles
19 ("CAALA") and the California Employment Lawyers Association ("CELA") for which I serve
20 on the CELA Wage and Hour Committee. I also participate in the CELA mentor program to
21 provide mentorship and guidance to young attorneys interested in employment law.

22 6. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
23 involved in every aspect of this case from its inception through the present, and I believe that the
24 proposed Settlement is an excellent result for the Settlement Class.

25 7. Defendant Juan Carlos Arrellano Medina dba Cypress FLC ("Cypress") is a
26 registered farm labor contractor ("FLC"), located in Kern County, in the business of providing
27 agricultural workers to harvest crops for Cypress' farm clients. Defendants Castlerock Farming,
28 LLC; Castlerock Farm Holdings, LLC, and; Castlerock Farming and Transport, LLC

1 (collectively “Castlerock”) (collectively Cypress and Castlerock are referred to as “Defendants”)
2 are farming businesses that engaged Cypress to provide agricultural workers to harvest
3 agricultural goods on their fields. Plaintiff, an agricultural worker, was employed by Cypress on
4 a seasonal basis from approximately December 2018 until approximately December 2019 to
5 harvest citrus fruit on Castlerocks’ fields. As stated, Cypress is a FLC that contracted with
6 Castlerock for the purposes of providing its employees within the putative class to harvest table
7 grapes. Accordingly, pursuant to Labor Code Section 2810.3, Castlerock could potentially be
8 found to be jointly liable for all unpaid wages; including, unpaid premium wages for non-
9 compliant meal and rest periods, and derivative penalties. Plaintiff’s claims are typical of those
10 held by the members of the proposed Settlement Class. Like other Class Members, Plaintiff was
11 employed by Cypress as an agricultural worker paid on a piece rate basis to perform work for
12 Cypress’ clients, including Castlerock, was subject to the requirements of Wage Order 14, and
13 was compensated pursuant to Cypress’ compensation practices during the Class Period. *See also*
14 Declaration of Domingo Munoz Morales (“Munoz Decl.”) at ¶ 2. Plaintiff alleges he was not
15 authorized to take all off-duty meal and rest periods or paid premium pay in lieu thereof
16 Furthermore, Plaintiff asserts that he was not paid minimum wage in accordance with the law,
17 was not compensated for all non-productive time and rest and recovery time when working on a
18 piece-rate basis, did not receive all earned wages at the time of his separation of employment,
19 and received non-compliant wage statements. Because Plaintiff has allegedly suffered the same
20 injuries as the other members of the Settlement Class, the typicality requirement is satisfied.

21 8. Plaintiff filed a Class Action Complaint (“Complaint”) against Defendants
22 December 16, 2020, in Kern County Superior Court, Case No. BCV-20-102941, which alleges
23 class action claims for unpaid wages and penalties including but not limited to: (1) minimum
24 wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period
25 violations; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition.
26 Plaintiff filed a First Amended Class Action Complaint (“FAC”) on January 29, 2021, to add an
27 additional cause of action for civil penalties under the Private Attorneys General Act (“PAGA”)
28 pursuant to Labor Code Sections 2698 *et seq.*

9. After agreeing to participate in early mediation and after Plaintiff propounded

1 formal discovery requests, Defendants produced time and pay records for Settlement Class
2 members, key class data points, and other documents and information relevant to the claims
3 alleged in advance of mediation. As discussed in detail below, I performed a detailed analysis
4 of the data which allowed Plaintiff to determine the scope of the various violations alleged in
5 the FAC and Defendants' potential exposure if the Parties were not able to reach a settlement at
6 mediation. After the detailed review of the payroll and time records and other documents
7 produced by Defendants, I drew on my extensive experience in similar cases to assess strengths
8 and weaknesses of Plaintiff's case. This discovery allowed the Parties to assess the merits and
9 value of Plaintiff's claims and Defendants' defenses thereto, if a settlement could not be reached.

10 10. On December 16, 2021, after extensive research and analysis, including my
11 detailed analysis of Defendants' potential exposure, a full-day mediation was held with Laurie
12 Quigley Saldaña, Esq. a well-respected wage and hour class action mediator. During mediation,
13 the Parties vigorously debated their opposing legal positions, the likelihood of certification of
14 Plaintiff's claims, and the legal basis for the claims and defenses for the claims alleged in the
15 FAC. After a full day mediation, months of continued negotiations and additional confirmatory
16 discovery, the Parties ultimately reached a settlement. Thereafter, the Parties signed the
17 Stipulation of Settlement ("Settlement"). A true and correct copy of the Settlement Agreement
18 is attached hereto as **Exhibit A**. The proposed Class Notice Packet, composed of the Notice of
19 Pendency of Class Action Settlement ("Class Notice") and Request for Exclusion and Objection
20 Forms are attached hereto as **Exhibits B, C, and D**, respectively.

21 11. The monetary terms of the Settlement are summarized below:

Maximum Settlement Amount ("MSA"):	\$100,000.00
Minus Court-approved attorneys' fees (1/3 of MSA):	\$33,330.00
Minus Court-approved, verified costs (up to):	\$10,000.00
Minus Court-approved Class Representative Enhancement Payment:	\$5,000.00
Minus Settlement Administrator costs:	\$7,500.00
Minus PAGA Payment to the LWDA:	\$3,750.00
Net Settlement Fund ("NSF"):	\$40,420.00

22 12. Defense counsel represent that the Settlement Class consists of approximately 246
23
24
25
26
27
28

1 current and former employees that worked a combined 519 weekly pay periods for Castlerock.
2 Therefore, the average Individual Settlement Award is projected to be approximately \$164.30
3 per Settlement Class Member or approximately \$77.88 per weekly pay period.

4 13. The Parties have agreed to allocate 20% of the Individual Settlement Awards as
5 unpaid wages and 80% as penalties and interest. While, pursuant to *Naranjo v. Spectrum Security*
6 *Services, Inc.* (2019) 40 Cal.App.5th 444, 476 (review granted) premium payments are currently
7 considered penalties, as opposed to unpaid wages, that decision is currently under review by the
8 California Supreme Court. Accordingly, since premium payments may ultimately be considered
9 wages subject to W-2 withholdings for which Defendants face potential tax liability for not
10 deducting payroll taxes, the Parties determined that a portion of those premiums will be treated
11 as wages for the purposes of Individual Settlement Award allocations.

12 14. Plaintiff alleges that Cypress failed to maintain or enforce any written meal period
13 policies. Cypress also allegedly failed to pay any meal period premium wages per Labor Code
14 Section 226.7, which itself is a certifiable issue. Moreover, the time records did not contain any
15 meal period notations and therefore Plaintiff assumes a meal period violation on 100% of shifts
16 over 5.0 hours. Plaintiff estimates Defendants' maximum exposure for first meal period
17 violations as follows: 2,100 shifts with non-complaint first meal periods * \$38.54 average rate of
18 pay = \$80,934.00. Plaintiff also alleged that he and the Class did not receive second meal periods,
19 but given Plaintiff already assumes a meal period violation on all shifts over 5.0 hours, Plaintiff
20 did not include additional damages for second meal period violations. Thus, Plaintiff assigned
21 zero value to second meal period portion of this claim. Defendants maintain that Cypress has
22 always provided legally compliant meal periods to Class Members and maintained and enforced
23 lawful *verbal* meal period policies which provide for timely first meal periods. Defendants further
24 argue that this claim would not be certified due to the lack of any common evidence tying together
25 the reason that Class Members experienced a meal period violation. Defendants also argue that
26 the presence of these affirmative defenses as to the voluntariness of a particular meal period
27 decision, and lack of recorded meal period violations, would preclude class certification.
28 Therefore, Plaintiff discounted the maximum amount that the Settlement Class could potentially

1 recover for meal period violations by 65% for a risk of non-certification, and an additional 70%
2 for a risk of losing on the merits, or having exposure reduced due to Defendants' waiver
3 arguments, to arrive at an estimated exposure amount of \$8,498.

4 15. Plaintiff argues that Cypress did not authorize duty free second rest periods to the
5 Class and did not have any written rest period policies. Therefore, Plaintiff calculated
6 Defendants' maximum exposure for rest period violations as follows, assuming a 100% rest
7 period violation on all shifts over 6.0 hours: 2,100 shifts with non-complaint rest periods * \$38.54
8 average rate of pay = \$80,934.00. However, Defendants contend that Cypress maintained legally-
9 compliant *verbal* rest period policies and practices throughout the Class Period and authorized
10 and permitted all rest periods to Class Members. Defendants further argue that Plaintiff's rest
11 period claim is inherently unsuited for class treatment as there are no records of whether or not
12 rest periods were taken, therefore requiring an individualized inquiry into whether each Class
13 Member failed to take rest periods on each shift, which would devolve into an unmanageable
14 series of mini-trials. In light of these defenses, Plaintiff discounted the maximum amount for this
15 claim by 80% for risk of non-certification, and an additional 75% for a risk of being unsuccessful
16 on the merits, to arrive at an estimated exposure of \$4,046.

17 16. Throughout the Class Period, Cypress paid the putative class on a piece-rate only
18 basis. Cypress' payroll records indicate that although it did compensate for rest and recovery
19 time, it failed to pay rest and recovery for second rest periods. Therefore, Plaintiff calculates
20 Defendants' liability on this claim as follows: 2,100 piece-rate pay periods with 10 minutes of
21 uncompensated second rest period payments * \$6.42 average underpayment per shift=
22 \$13,489.00. Defendants countered that throughout the Class Period Cypress maintained and
23 enforced its policy requiring compensation for all time worked including rest and recovery time.
24 Defendants also countered that this claim could not be certified because it would require a
25 determination of whether individuals actually did take second rest period or if they continued to
26 work to earn additional piece-rate compensation. In light of these defenses, Plaintiff discounted
27 the maximum amount for this claim by 15% for risk of non-certification, and an additional 30%
28 for a risk of being unsuccessful on the merits, to arrive at an estimated exposure of \$8,025.

1 17. Plaintiff alleges that during the relevant time period, Plaintiff and Class members
2 performed uncompensated work as Cypress failed to compensate its piece-rate employees for
3 non-productive time and failed otherwise compensate for all hours worked. After Class Counsel’s
4 investigation and discussion with Class Members, Plaintiff determined that piece-rate employees
5 were required to spend a substantial amount of unproductive time on work duties and activities
6 that were not “directly related” to the activities that were being compensated on a piece-rate basis,
7 and therefore this time needed to be separately compensated. After conducting an investigation
8 of this claim for mediation, Plaintiff estimated 90 minutes of off the clock work, i.e., non-
9 productive time and other off the clock work, per weekly pay period. Accordingly, Plaintiff
10 calculates Defendants’ exposure on this claim as follows: 519 pay periods * 1.5 hours of off the
11 clock work/nonproductive time per pay period * \$38.54 average minimum wage rate =
12 \$30,003.39. Defendants argue that Plaintiff’s claims for uncompensated time is not amenable to
13 class treatment because piece-rate employees worked in different positions and at different farm
14 locations, and it would require an unmanageable series of mini-trials to determine whether a
15 piece-rate employee actually worked uncompensated non-productive time. In light of these
16 defenses, Plaintiff discounted the maximum amount for this claim by 50% for risk of non-
17 certification, and an additional 50% for a risk of being unsuccessful on the merits, or having the
18 amount of exposure for off the clock work reduced, to arrive at an estimated exposure of \$7,500.

19 18. With respect to wage statement violations, Plaintiff contends that for each pay
20 period in which there is a meal or rest period violation, or failure to pay all wages owed, Plaintiff
21 and Class Members would have received a non-compliant wage statement in violation of Labor
22 Code Section 226. These types of derivate claims are routinely certified. Plaintiff’s data analysis
23 reflected that there were approximately 36 unique employees and 36 total wage statements issued
24 during the relevant period. Plaintiff calculated Defendants’ maximum exposure for wage
25 statement violations as follows: 36 initial violations x \$50 for initial penalty = \$1,800.00. Based
26 on Defendants’ arguments that: (i) no violations occurred, (ii) any alleged violations were not
27 “knowing and intentional” as required by Labor Code § 226(e), (iii) no injury was suffered, (iv)
28 meal and rest period violations cannot serve as a basis for wage statement penalties, and (v) the
decision in *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, which holds that

1 there is no wage statement violation when the wage statements accurately reflect the
2 compensation received by an employee, Plaintiff discounted the calculated exposure by 40% for
3 a risk of non-certification and an additional 35% for a risk of being unsuccessful on the merits,
4 to arrive at an estimated total of \$702.

5 19. Plaintiff alleges that Defendants are also liable for waiting time penalties as a
6 result of their failure to pay all off the clock work and premium wages owed. There are
7 approximately 74 Class Members who separated their employment with Defendants within the
8 three-year statute of limitations period applicable to Labor Code § 203. The estimated average
9 waiting time penalty per former employee was calculated at \$9,249 (\$38.54 average hourly rate
10 of pay * 8 hours per day * 30 days), resulting in a total maximum exposure of \$684,470.40 (74
11 former employees x \$9,249). To the extent that Plaintiff's waiting time penalty claim was
12 derivative of his unpaid wage claims, Defendants argues that not all former employees (if any)
13 did, in fact, experience under payment of wages (and therefore Plaintiff's exposure was
14 overstated). Defendants contend that because they possessed good-faith defenses to the
15 underlying claims, any failure to pay wages was not "willful" as a matter of law. Defendants
16 further maintain that waiting time penalties are not recoverable at all for meal and rest period
17 violations. As a result, Plaintiff discounted the maximum exposure by 50% to account for the
18 risk of non-certification of the claims upon which the waiting time penalties rely, and an
19 additional 75% for failing to prevail on the merits, including the inability to recover waiting time
20 penalties for missed meal and rest period premium payments and the inability to establish
21 willfulness, to arrive at an estimated exposure of \$85,558.

22 20. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing
23 alleged Labor Code violations. The specific statutory violations upon which Plaintiff bases the
24 claim under PAGA are: (i) Labor Code sections 204, 510, 558, 1194, and 1198 for failing to pay
25 all overtime wages owed; (ii) Labor Code sections 1194, 1194.2, 1197 for failing to pay all
26 minimum wages owed; (iii) Labor Code sections 226.7, 512, and 558 for meal period violations;
27 (iv) Labor Code sections 226.7, 516, and 558 for rest period violations; (v) Labor Code section
28 226(e) for failing to provide accurate, itemized wage statements; (vi) Labor Code sections 201
through 203 for failing to pay all wages owed upon termination; (v) failure to pay wages owed

1 earned up to and including the fourth day before the scheduled pay day in violation of Labor
2 Code § 205. Based on the violations addressed above, Plaintiff contends that Defendants are
3 liable for PAGA civil penalties for each of the 36 pay periods worked during the PAGA period.
4 Accordingly, Plaintiff calculates Defendants' exposure at \$3,600 (36 pay periods * \$100 for
5 initial violation). However, Defendants assert a number of credible defenses to Plaintiff's claims.
6 First, these penalties derive from the underlying wage and hour violations discussed above, which
7 Defendants vigorously dispute. Defendants also maintain that given their good faith defenses,
8 this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to
9 find Defendants liable for any of Plaintiff's claims. Defendants further allege that none of the
10 violations would be deemed knowing and intentional as there is no evidence to suggest Cal-Citrus
11 intentionally violated the Labor Code and that Cal-Citrus's *verbal* policies and procedures
12 demonstrate that Cal-Citrus acted in good faith in regards to paying the putative class members
13 all wages due. For these reasons, Defendants argue the Court would drastically reduce any award
14 of PAGA penalties as "confiscatory." Therefore, Plaintiff discounted the maximum PAGA
15 exposure by 20% for risk of losing on the merits, and an additional 50% to account for the
16 possibility of this Court reducing penalties, to arrive at an estimated exposure of \$1,440. In
17 addition, Plaintiff's Counsel served the Settlement on the LWDA and as of the date of this filing
18 the LWDA has not indicated an objection to the PAGA Settlement. Attached hereto as **Exhibit**
E is confirmation from the LWDA of service of the Settlement.

19 21. Using these estimated figures for each of the claims described above, Plaintiff
20 predicted that the potential recovery for the Settlement Class would be approximately
21 \$115,769.00. The proposed settlement of \$100,000 therefore represents approximately 86.3% of
22 the reasonably forecasted recovery for the Settlement Class.

23 22. My firm is requesting \$33,330.00 in attorneys' fees, which is approximately 1/3
24 of the Maximum Settlement Amount. Fee awards of roughly one-third of the settlement fund are
25 routinely awarded in California state and federal courts in class actions. *In Laffitte v. Robert Half*
26 *Int'l, Inc.* (2016) 1 Cal.5th 480, the California Supreme Court held that trial courts have discretion
27 to assess the reasonableness of fee awards with tools such as the "lodestar cross-check," whereby
28 the trial court calculates counsel's lodestar and determines whether the "lodestar multiplier"

1 needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte*, 1
2 Cal.5th at 503-06. Under the lodestar method, the court multiplies the number of hours
3 reasonably expended by each attorney or legal staff member by their reasonable hourly rates,
4 then enhances this lodestar figure by a “multiplier” to account for a range of factors, such as the
5 contingent nature of the case and the degree of success achieved. Under California law, lodestar
6 multipliers can range from 2 to 6 or even higher. In class and representative actions, where the
7 value of the benefit conferred “can be monetized with a reasonable degree of certainty,” the Court
8 may adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee
9 awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in
10 comparable litigation. In this case, based on a review of my notes and the records in this case, I
11 believe I alone have spent approximately 123.3 hours on this case. I have been practicing law for
12 over five years. Based the widely used *Laffey* Matrix, attached hereto as **Exhibit F**, my
13 reasonable hourly rate is \$468. Therefore, a lodestar of approximately \$57,704.40, which results
14 in a negative .58 multiplier compared to the \$33,300.00 fee request. The fee award requested
15 here is justified because my firm has achieved a reasonable monetary recovery for the Class
16 Members and the State of California in an uncertain and risky case, while bearing the substantial
17 burdens of representation on a contingency basis. That my firm was able to achieve these results
18 without engaging in a protracted legal battle, in the face of serious defense challenges and an
19 uncertain legal landscape, confirms the strength of the results achieved. As discussed, this case
20 presented significant risks both on the merits and with respect to the Court’s authority to reduce
21 an award of PAGA penalties. It is fair and reasonable to account for these risks in compensating
22 my firm, as well as the risks involved in undertaking this litigation and expending considerable
23 effort while working on a pure contingency basis. Since undertaking representation of Plaintiff,
24 my firm has dedicated substantial resources to this litigation, including expending \$4,941.43 in
25 litigation costs, without receiving any compensation to date. My firm’s efforts in this case include
26 conducting pre-filing investigation, legal research and analysis regarding the merits of Plaintiff’s
27 claims, Plaintiff’s ability to recover penalties under the PAGA and Defendants’ potential
28 defenses, drafting and filing Plaintiff’s Complaint and LWDA notice letter, conducting extensive
informal discovery, reviewing documents and data provided by Defendants prior to mediation,

1 analyzing Class Members' relevant records, working with a retained expert to create a
2 comprehensive damages model, drafting a mediation brief, preparing for and attending a full days
3 of mediation, drafting the long-form Settlement Agreement and Notice Packet documents,
4 preparing the motion for settlement approval and supporting declarations, and otherwise
5 litigating the case. My firm expects to expend additional attorney time in attending the hearing
6 on this Motion, overseeing the Notice process and fielding questions from Settlement Class
7 Members, preparing the final approval papers, and attending the Final Approval hearing. Given
8 the potential for adverse outcomes, the contingent risk borne by my firm was great. The quality
9 of my firm's work, and the efficacy and dedication with which it was performed, should be
10 compensated. My firm's previous experience in litigating wage and hour class and representative
11 actions also supports the reasonableness of the fee request. I am well-versed in wage and hour
12 class and representative action litigation. My experience in similar matters was integral in
13 evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement.
14 Because it is reasonable to compensate my firm commensurate with my skill, reputation, and
15 experience, the requested fee award of \$33,330.00 is fair, reasonable and adequate, and should
16 therefore be approved.

16 23. To date, my firm has incurred approximately \$4,941.43 in litigation costs.
17 Attached hereto as **Exhibit G** is a true and correct copy of my firm's itemized costs to date. As
18 part of Plaintiff's motion for final approval, my firm will request only the reimbursement of costs
19 reasonably incurred supported by declaration with an updated itemized cost sheet. The costs
20 Plaintiff seeks are the types of costs routinely approved by courts.

21 24. Plaintiff will seek a Class Representative Enhancement Payment of \$5,000, and I
22 believe this Enhancement Payment is reasonable given Plaintiff's effort in this case and the risks
23 she undertook on behalf of the Settlement Class, including the risk that he could be held liable
24 for Defendants' costs if this case was unsuccessful. Plaintiff was integral in the prosecution of
25 this action, by, among other things, providing substantial factual information and documents to
26 Class Counsel, attending multiple telephonic meetings to discuss the claims and theories at issue
27 in the litigation, and otherwise actively participating in the prosecution of his claims.
28

1 25. Although the Parties engaged in significant informal discovery in advance of
2 mediation, the Parties still had significant written and deposition discovery to complete in formal
3 litigation had the matter not settled. This would have required expenditure of substantial time
4 and resources by both Parties that would have very likely spanned several years. Moreover,
5 Plaintiff still had to file for class certification, and faced the prospect of appeals in the wake of a
6 disputed class certification ruling for Plaintiff and/or an adverse summary judgment ruling. Even
7 if the classes sought to be certified by Plaintiff were in fact certified, the Parties would incur
8 considerably more attorneys' fees and costs through a possible decertification motion, trial, and
9 possible appeal. This settlement avoids those risks and the accompanying expense.

10 I declare under penalty of perjury under the laws of the State of California and the United
11 States that the foregoing is true and correct. Executed on May 5, 2022, at Venice, California.

12 

13 _____
14 Daniel J. Brown

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Domingo Munoz Morales (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, on the one hand and Defendants Juan Carlos Arrellano Medina dba Cypress FLC (“Cypress”), Castlerock Farming, LLC, Castlerock Farm Holdings, LLC, Castlerock Farming and Transport, LLC (Collectively, Castlerock Farm Holdings, LLC, Castlerock Farming and Transport, LLC are referred to herein as “Castlerock”) (Cypress and Castlerock are referred to herein as “Defendants”) on the other. Plaintiff and Defendants are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Daniel J. Brown of Stansbury Brown Law, PC (“Class Counsel”). Defendants are represented by Thomas P. Feher of LeBeau Thelen, LLP.

Plaintiff filed a Class Action Complaint (“Complaint” or “Lawsuit”) against Defendants on December 16, 2020, in Kern County Superior Court, Case No. BCV-20-102941, which alleges class action claims for unpaid wages and penalties including but not limited to: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition. Plaintiff filed a First Amended Class and Representative Action Complaint on January 29, 2021 adding an additional cause of action (8) for civil penalties under the Private Attorneys General Act.

Class Counsel has conducted significant informal discovery during the prosecution of the Lawsuit. This discovery, investigation, and prosecution has included, among other things, (a) telephonic conferences with Plaintiff; (b) inspection and analysis of voluminous documents and data and other information produced by Plaintiff and Defendants; (c) analysis of sample employment data of all Class Members; (d) an analysis of the legal positions taken by Defendants; (e) investigation into the viability of class treatment of the claims asserted in the Lawsuit; (f) analysis of potential class-wide damages, including information sufficient to understand Defendants’ potential defenses to Plaintiff’s claims; (g) research of the applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto; and (h) assembling and analyzing of data for calculating damages.

Plaintiff’s counsel and the Class Representative have vigorously prosecuted this case, and Defendants has vigorously contested it. The Parties have engaged in sufficient investigation and discovery to assess the relative merits of the claims of the Class Representative and of Defendants’ defenses to them. On December 8, 2021, the Parties attended a full-day mediation with experienced employment law mediator Laurie Saldaña, Esq., which culminated in a settlement in principle, the terms of which are elaborated in this Settlement Agreement. Given the uncertainty of litigation, and to avoid costs of further litigation, Plaintiff and Defendants agreed to settle both individually and on behalf of the Settlement Class. This Settlement represents a compromise of materially disputed claims.

Therefore, given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is

intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

1. Certification for Settlement Purposes. For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

1. **Settlement Class** – All persons employed by Juan Carlos Arrellano Medina dba Cypress FLC who worked at least one shift performing work for Castlerock Farming, LLC, Castlerock Farm Holdings, LLC, and/or Castlerock Farming Transport, LLC (collectively “Defendants”) in California as non-exempt employees subject to the requirements of Wage Order 14 from December 16, 2016 through May 16, 2022 (the “Class Period”). (“Settlement Class” or “Settlement Class Members”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Releases.

- A. **Releases by Settlement Class Members.** Plaintiff and every member of the Settlement Class (except those who opt out, as described below) will fully release and discharge Defendants Juan Carlos Arrellano Medina dba Cypress FLC (“Cypress”); Castlerock Farming, LLC; Castlerock Farm Holdings, LLC; Castlerock Farming and Transport, LLC and all the related persons and entities (“Released Affiliates”) and their past and present parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, members, successors and assigns, and heirs (collectively the “Released Parties”) for any and all claims, demands, rights, liabilities and causes of action whether under state or federal law, that were pled in any of the Complaints in the Lawsuit, including the First Amended Complaint pursuant to the terms of this Agreement, or which could have been pled in any of the Complaints in the Lawsuit based on the factual allegations therein, that arose during the Class Period for work performed by Defendant Juan Carlos Arrellano Medina dba Cypress FLC for Castlerock Farming, LLC and/or Castlerock Farm Holdings, LLC and/or Castlerock Farming and Transport, LLC; and/or Released Parties with respect to the following claims arising out of or related to allegations set forth in the operative Complaint or any PAGA Notice to the Labor and Workforce Development Agency (LWDA) related to this matter, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; failure to pay wages timely; failure to pay all wages due, penalties; rest period violations; meal period violations; failure to keep proper records; itemized wage statement violations; waiting time penalties; unfair competition; declaratory relief;

(including, but not limited to, claims under Labor Code sections 201 through 205.5, 210, 226, 226.2, 226.3, 226.7, 248.2, 510, 512, 516, 558, 1102.5, 1182.12, 1194, 1194.2, 1197 through 1198 the applicable IWC Wage Order(s) and the California Business and Professions Code § 17200 *et seq.* based on the foregoing Labor Code violations); and claims for civil penalties pursuant to the California Private Attorneys General Act; including, but not limited to, wages, injunctive relief; liquidated damages, penalties of any nature; interest; fees; costs; and all other claims and allegations made in the Lawsuit and/or in the form of a PAGA claim from December 16, 2016, through May 16, 2022.

- B. **Parties' Mutual Release of Unknown Claims.** The Parties have agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against each other and the Released Parties. Each Party understands that this release includes unknown claims and that she or it is, as a result, expressly waiving and relinquishing all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

However, to the extent that either Party has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released. The Parties being aware of Section 1542, hereby expressly waive and relinquish all rights and benefits they may have under Section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but stipulates and agrees that, upon the Effective Date, Plaintiff shall and hereby does fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts. The Parties hereto, and each of them, acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Stipulation may turn out to be other than or different from the facts now known by each party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Stipulation shall be in all respects effective and binding despite such difference.

Plaintiff's Initials: D

- C. **Effective Date of Releases:** Upon the Effective Date, all Class Members shall be deemed to have, and by operation of Judgment (defined below) shall have, released, waived and relinquished the Released Claims. Plaintiff and all Settlement Class Members (who do not submit a timely request to opt out) shall be enjoined from filing any actions, claims, complaints or proceedings against the Released Parties regarding the Released Claims. The releases identified herein shall be null and void if the Maximum Settlement Amount is not fully funded.
3. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Defendants agrees to pay a common fund of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) (the “Maximum Settlement Amount” or “MSA”) in full and complete settlement of this matter, as follows:
- A. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within 30 days after the Effective Date of the Settlement. “Effective Date” for performance and payment by Defendants shall be no sooner than the date when all of the following events have occurred: (a) the Settlement Agreement and related documents are approved and executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval to the Settlement; (c) notice has been given to the Settlement Class Members providing them with an opportunity to Opt-Out of the Class Settlement; (d) the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment certifying the Class and approving this Stipulation; (e) notice of final judgment has been given to the Settlement Class Members pursuant to California Rules of Court, rule 3.771(b); and (f) the later of the following events: (1) the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (2) or the dismissal of any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right to pursue further remedies or relief; or (3) any appeal, writ, or the issuance of such other final appellate order upholding the Court’s final order with no right to pursue further remedies or relief. In the event there is a timely filed motion to set aside judgment or to intervene, the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement will be based on the later of the court’s ruling or order on any such motion or entry of final order and judgment certifying the Class and approving this Stipulation. The Settlement Administrator shall disburse its settlement administration fees, Plaintiff’s Class Representative Enhancement Payment, payment to the Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties, Class Counsel’s litigation costs and expenses, and Class Counsel’s attorneys’ fees within ten (10) business days of Final Approval.
- B. With the sole exception of paying the employer’s share of payroll taxes, Defendants shall fully discharge their obligations to Plaintiff and Class Members through the remittance of the MSA, in full, to the Settlement Administrator as set forth in paragraph 3(A), regardless of whether checks representing individual Settlement Awards are actually received and/or negotiated by Class Members.

- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All fees and expenses of the Settlement Administrator associated with the administration of the settlement, which are anticipated to be no greater than Seven Thousand Five Hundred Fifty Dollars (\$7,500.00).
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Enhancement Payment, subject to Court approval, in recognition of Plaintiff's general release of claims, contributions to the Lawsuit, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;
 - (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be Thirty-Three Thousand Three Hundred Thirty Dollars and Zero Cents (\$33,330.00), plus up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding; and
 - (5) Five Thousand Dollars and Zero (\$5,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) will be payable to the Settlement Class as the "PAGA Amount."
- D. Defendants' share of payroll taxes calculated by the Claims Administrator shall be paid by Defendants separately from, and in addition to, the Maximum Settlement Amount.
- E. **Escalator Clause.** Defendants represent that there are an approximately 519 weekly pay periods worked by the Settlement Class Members during the Class Period as of December 16, 2021. If the number of workweeks during the Class Period is more than 10% greater than this figure (i.e., if there are 571 or more weekly pay period worked by Settlement Class Members), Defendants have the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis (i.e., if there was 11% increase in the number workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%); or (2) in the alternative, in the event that this escalator provision is

triggered, then Defendants have the option to elect to end the Class Period so as to have an earlier end date at the Defendants' discretion in order to limit the covered workweeks to 571 in lieu of paying an increase to the Maximum Settlement Amount.

- F. **Revocation Option for Defendants.** If more than ten percent (10%) of the Class Members opt out of the Settlement, Defendants may, at their election, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel within fifteen (15) business days after the Settlement Administrator notifies the Parties of a greater than five (5%) opt-out rate. If the option to rescind is exercised, then Defendants shall be solely responsible for all costs of the Settlement Administration actually accrued to that point not to exceed, \$7,500.00. Any dispute may be address by motion to the court for determination of reasonableness of the costs.
4. **Settlement Award Procedures.** Settlement Class Members are not required to submit a claim form to receive their Individual Settlement Award. Individual Settlement Awards will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for the Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment. The remaining amount shall be known as the "Net Settlement Fund."
 - B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Award.

Settlement Awards shall be based on the following formula:

- i. **PAGA Amount:** Each participating Settlement Class Member who was employed by Defendants at any time from December 16, 2019, to May 16, 2022, shall receive a portion of the One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) of the Net Settlement Fund that has been designated as the "PAGA Amount" proportionate to the number of pay periods that he or she worked during the period from December 16, 2019, to May 16, 2022 ("PAGA Period").
- ii. The remainder of the Net Settlement Fund shall be distributed to each participating Settlement Class Member based on their proportionate share of Eligible Workweeks (defined below) during the Class Period, by multiplying the remaining Net Settlement Fund by a fraction, the numerator of which is the participating Settlement Class Member's Eligible Workweeks during the Class Period, and the denominator of which is the total Eligible Workweeks of all participating Settlement Class Members during the Class Period.

An "Eligible Workweek" shall be any workweek in which the Class Member worked at least one day during the workweek performing work for Defendants based on Defendants' records.

- C. Within ten business (10) days following the funding of the Maximum Settlement Amount with the Settlement Administrator by Defendants, the Settlement Administrator will calculate Individual Settlement Award amounts less the amount, if any, they received as part of their Individual Settlement Agreements and provide the same to counsel for the Parties for review and approval. Within seven (7) business days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendants' counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: eighty percent (80%) as penalties and interest; and twenty percent (20%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. No tax advice has been given to any Settlement Class Member. No tax result is guaranteed as related to any payment under this Settlement. Defendants make no representation as to the tax treatment or legal effect of the payments called for under this Settlement Agreement. Each Settlement Class Member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan.
- E. Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within one hundred twenty (120) days from the date the settlement checks are issued. Any check that is not negotiated within one hundred twenty (120) days of mailing to a Class Member will not be reissued and will be distributed consistent with Code of Civil Procedure Section 384 to the 501(c)(3) non-profit organization Valley Children's Hospital, or, in the alternative if the Court does not approve Valley Children's Hospital as the *cy pres* recipient the unclaimed funds will transferred to the California's Secretary of State Controller's Office – Unclaimed Property Fund under the unclaimed property laws in the name of the Class Member.
- F. Neither Plaintiff nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by her or its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Class Counsel's Attorneys' Fees and Litigation Costs.** Defendants will not object to a request for a total award of attorneys' fees to Class Counsel of one-third of the Maximum Settlement Amount, which is currently estimated to be Thirty-Three Thousand Three Hundred Thirty Dollars (\$33,330.00), plus up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

6. **Plaintiff's Enhancement Payment.** Defendants will not object to a request for a Class Representative Enhancement Payment for Plaintiff of Five Thousand Dollars and Zero Cents (\$5,000.00) in exchange for the general release of her claims, his time and risks in prosecuting this case, and her service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payment to the Plaintiff is for her services in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Payment constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendants from the Enhancement paid under this Settlement Agreement. In addition, Plaintiff shall hold Defendants, Released Parties and Class Counsel harmless and indemnify Defendants, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendants by reason of any claims relating to the non-withholding of taxes from the Enhancement. Even in the event that the Court reduces or does not approve the requested Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendants will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator nor to Class Counsel seeking Court approval to pay up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) from the Maximum Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Class Member's Individual Settlement Award amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Section 4(E). The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class Members.

8. **Preliminary Approval.** Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
 - B. Appointing Daniel J. Brown of Stansbury Brown Law, PC as Class Counsel;
 - C. Appointing Domingo Munoz Morales as Class Representative for the Settlement Class;
 - D. Approving Phoenix Settlement Administrators as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form), and directing the mailing of same; and
 - G. Scheduling a Final Approval hearing.
 - H. Class Counsel will draft the preliminary approval papers and final approval papers. Defendants agree not to file an opposition to the Motion for Preliminary Approval or Motion for Final Approval.
9. **Notice Procedures.** Following preliminary approval, the Settlement Class shall be notified as follows:
- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment and the number of workweeks worked by each Settlement Class Member while employed during the Class Period (the "Class Data"). The Class Data shall be marked "Confidential –Settlement Administrator's Eyes Only." Class Counsel shall not receive a copy of this list. The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
 - B. Within twenty (20) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet in English and Spanish to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing. Plaintiff and Class Counsel will not distribute any other documents or notices (whether by mail, on-line, or otherwise) regarding this Lawsuit or Settlement.

- C. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track any Settlement Class Member’s mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.
- D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, challenge or objection.
- E. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the “Response Deadline”). PAGA Employees are not permitted to request exclusion to the PAGA Settlement. By signing this Settlement Agreement, Plaintiff agrees to be bound by its terms, and further agrees not to request exclusion or object to any terms of the Settlement.
- i. The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement and should state something to the effect of: “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE MORALES V. CASTLEROCK LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT.”; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1)-(3), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member’s telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound

by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to his or her share of the PAGA Amount) or have any right to object, intervene, appeal or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion Form is automatically deemed a participating Settlement Class Member.

F. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by sending the written objection to the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel). PAGA Employees are not permitted to request exclusion to the PAGA Settlement. Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection should: (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) reasons for all objections; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence, if any; and (4) be postmarked no later than the Response Deadline. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an attorney, he or she must also file a notice of intention to appear at the same time as the objection is filed. The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel. Unless otherwise ordered by the Court, Settlement Class Members shall not be entitled to appear and/or object at the Final Approval Hearing unless they have submitted a timely written objection and notice of intention to appear pursuant to this Section. Settlement Class Members who have properly and timely submitted objections may appear at the Final Approval Hearing, either remotely, in person or through a lawyer retained at their own expense. Members of the Settlement Class who do not submit an objection or appear at the Final Approval Hearing and voice an objection shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. The Settlement Administrator shall provide Class Counsel and Defendants' counsel with weekly reports as to any written objections.

G. **Challenges to Individual Settlement Award Calculations.** Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award as well as all of the information that was used from Defendants' records in order to calculate the Settlement Award, including the Settlement Class Member's number of workweeks worked during the Class Period, and the number of workweeks worked during the PAGA Period. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice of Individual Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation,

must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class Member and the Parties. In addition, the Notice Packets will include the url address to the website maintained by the Settlement Administrator in order to provide notice to the Settlement Class of the date, time, location of the Final Approval Hearing, opt-out deadline, or any changes thereto. The Settlement Administrator shall provide and maintain a website that will provide sufficient information to notify Settlement Class Members of the name of the case, case number, Final Approval Hearing date, time, location and opt-out deadline, and any changes thereto.

10. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission.** Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants. This Agreement reflects the compromise and settlement of disputed claims between the Parties, and its provisions and any and all drafts, communications or discussions relating thereto do not constitute, are not intended to constitute, and will not under any circumstances be deemed to constitute an admission by either Party as to the merits, validity or accuracy of any of the allegations or claims in the Lawsuit, nor a waiver of any defense. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendants and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the any Settling Class member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section

1152. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class Members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. This Agreement may be used by Defendant and the Released Parties to prove or defend against any claim released herein by any Class Member in any judicial, quasi-judicial, administrative, or governmental proceeding.

12. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **No Prior Assignments.** The Parties and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses set forth below, or such other addresses as the Parties may designate in writing from time to time:

if to Defendants: Thomas P. Feher, Esq.
LEBEAU THELEN, LLP
5001 East Commercenter Drive, Suite 300
Post Office Box 12092
Bakersfield, California 93389
tfeher@lebeauthelen.com

if to Plaintiff: Daniel J. Brown, Esq.
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
dbrown@stansburybrownlaw.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **No Construction Against Drafter.** This Settlement Agreement shall be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Parties agree that any earlier drafts of this Agreement and/or related documents cannot be used as alleged evidence of intent of any Party.

17. **Governing Law.** This Stipulation is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement and any dispute arising out of this shall be venued in Kern County.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures by facsimile or in Portable Document Format (PDF) shall have the same force and effect as original signatures.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

DATED: Juan Carlos Arrellano Medina dba Cypress FLC

By: _____
Defendant

DATED: Castlerock Farming, LLC

05/02/22

By:  _____
Defendant


DATED: Castlerock Farm Holdings, LLC

05/02/22

By:  _____
Defendant

DATED: Castlerock Farming and Transport, LLC

05/02/22

By:  _____
Defendant

DATED: Domingo Munoz Morales

04-27-22

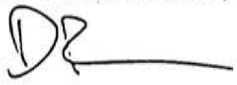
By:  _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: LEBEAU THELEN, LLP

By: _____
Thomas P. Feher
Attorneys for Defendants

DATED: 4/27/22 STANSBURY BROWN LAW, PC

By:  _____
Daniel J. Brown
Attorneys for Plaintiff

EXECUTION BY PARTIES AND COUNSEL

DATED: 5-3-22

Juan Carlos Arrellano Medina dba Cypress FLC

By: Juan C. Arrellano
Defendant

DATED:

Castlerock Farming, LLC

By: _____
Defendant

DATED:

Castlerock Farm Holdings, LLC

By: _____
Defendant

DATED:

Castlerock Farming and Transport, LLC

By: _____
Defendant

DATED:

04-27-22

Domingo Munoz Morales

By: Domingo Munoz Morales
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 5-3-22

LEBEAU THELEN, LLP

By: Thomas P. Feher
Thomas P. Feher
Attorneys for Defendants

DATED: 4/27/22

STANSBURY BROWN LAW, PC

By: Daniel J. Brown
Daniel J. Brown
Attorneys for Plaintiff

EXHIBIT B

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Domingo Munoz Morales v. Juan Carlos Arrellano Medina dba Cypress FLC, et al.
Kern Superior Court
Case No.: BCV-20-102941

To: All persons employed by Juan Carlos Arrellano Medina dba Cypress FLC who worked at least one shift performing work for Castlerock Farming, LLC, Castlerock Farm Holdings, LLC, and/or Castlerock Farming Transport, LLC (collectively “Defendants”) in California as non-exempt employees subject to the requirements of Wage Order 14 from December 16, 2016 through May 16, 2022 (the “Class Period”). (“Settlement Class” or “Settlement Class Members”).

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Domingo Munoz Morales v. Juan Carlos Arrellano Medina dba Cypress FLC, et al.*, Kern County Superior Court, Case No. BCV-20-102941 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Juan Carlos Arrellano Medina dba Cypress FLC’s (“Cypress”) records show that you were employed by Cypress as a non-exempt employee, subject to the requirements of Wage Order 14, and worked at least one shift performing work for Castlerock Farming, LLC, Castlerock Farm Holdings, LLC, and/or Castlerock Farming Transport, LLC (collectively, “Castlerock”) in California between December 16, 2016 and May 16, 2022 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Domingo Munoz Morales (“Plaintiff”) brought this Lawsuit against Defendants seeking to assert claims on behalf of a class of all current and former non-exempt employees who worked for Cypress in California from December 16, 2016, to May 16, 2022. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

The Lawsuit alleges that Cypress: (i) failed to pay employees all earned minimum and overtime wages, (ii) failed to provide all legally required meal and rest periods, (iii) failed to provide accurate and itemized wage statements, (iv) failed to timely pay all wages due or final wages due, and as a result of the above-mentioned alleged violations, Defendants engaged in unlawful business practices and are liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Defendants deny that Cypress has done anything wrong. Defendants also deny that they owe Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement is a compromise of disputed claims and should not be considered as an admission of liability on the part of Defendants, by whom all liability is expressly denied.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of the Court not allowing the case to proceed as a class action, the risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

The Court has not ruled on Plaintiff's claims. In granting preliminary approval of the Settlement the Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable. A final determination on whether the Settlement is fair, adequate, and reasonable will be made at the Final Approval hearing.

Your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class: STANSBURY BROWN LAW, PC Daniel J. Brown dbrown@stansburybrownlaw.com 2610 ½ Abbot Kinney Blvd. Venice, California 90291 Tel: (323) 204-3124 www.stansburybrownlaw.com	Attorneys for Defendants: LEBEAU THELEN, LLP Thomas P. Feher, Esq. tfeher@lebeauthelen.com 5001 East Commercenter Drive, Suite 300 Post Office Box 12092 Bakersfield, California 93389 Tel: (661) 325-8962 www.lebeauthelen.com
---	--

What are the terms of the Settlement?

Defendant has agreed to pay \$100,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, and the Class Representative's Enhancement Payment.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Maximum Settlement Amount, which is currently estimated at \$33,330.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$10,000.00 in verified costs incurred in connection with the Lawsuit.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$7,500.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an Enhancement Payment in the amount of \$5,000.00 to compensate her for her service and extra work provided on behalf of the Class Members.

Payment to State of California. The Parties have agreed to allocate \$5,000.00 towards the Settlement of the PAGA claims in the Lawsuit. \$3,750.00 will be paid to the State of California Labor and Workforce Development

Agency, representing its 75% share of the civil penalties. The remaining \$1,250.00 will be allocated to Class Members as part of the Net Settlement Fund described below.

Calculation of Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Fund, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion Form ("Settlement Class Members") (described below). The Net Settlement Fund is estimated at approximately \$40,420.00, and will be divided as follows:

- (i) \$1,250.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount." Each Class Member who was employed by Defendant at any time from December 16, 2019 to May 16, 2022, shall receive a portion of the PAGA Amount based on the number of proportionate pay periods that he or she worked during the time period of December 16, 2019, to May 16, 2022 ("PAGA Period").
- (ii) The remainder of the Net Settlement Fund will be distributed to each Settlement Class Member based on the proportionate number of Eligible Workweeks (defined as any workweek in which the Settlement Class Member worked at least one day during the workweek based on Defendant's records) that he or she worked during the Class Period (December 16, 2016, to May 16, 2022).

Payment of the Settlement. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Class Members for their portion of the PAGA Amount regardless of whether they submit a Request for Exclusion Form. In addition, Settlement Class Members will receive additional compensation as part of their Individual Settlement Awards comprised of their portion of the Net Settlement Fund as described above. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within 30 days after the Effective Date of the Settlement. "Effective Date" for performance and payment by Defendants shall be no sooner than the date when all of the following events have occurred: (a) the Settlement Agreement and related documents are approved and executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval to the Settlement; (c) notice has been given to the Settlement Class Members providing them with an opportunity to Opt-Out of the Class Settlement; (d) the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment certifying the Class and approving this Stipulation; (e) notice of final judgment has been given to the Settlement Class Members pursuant to California Rules of Court, rule 3.771(b); and (f) the later of the following events: (1) the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (2) or the dismissal of any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right to pursue further remedies or relief; or (3) any appeal, writ, or the issuance of such other final appellate order upholding the Court's final order with no right to pursue further remedies or relief. In the event there is a timely filed motion to set aside judgment or to intervene, the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement will be based on the later of the court's ruling or order on any such motion or entry of final order and judgment certifying the Class and approving this Stipulation. The Settlement Administrator shall disburse its settlement administration fees, Plaintiff's Class Representative Enhancement Payment, payment to the Labor and Workforce Development Agency ("LWDA") for its share of PAGA penalties, Class Counsel's litigation costs and expenses, and Class Counsel's attorneys' fees within ten (10) business days of Final Approval.

Allocation and Taxes. For tax purposes, each Settlement Award shall be treated as follows: 20% as "wages," for which an IRS Form W-2 will be issued; and 80% as penalties and interest, for which an IRS Form 1099 will be issued. Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of awards they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member will fully release and discharge Defendants Juan Carlos Arrellano Medina dba Cypress FLC ("Cypress"); Castlerock Farming, LLC; Castlerock Farm Holdings, LLC; Castlerock Farming and Transport, LLC and all the related persons and entities ("Released Affiliates") and their past and present parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, members, successors and assigns,

and heirs (collectively the “Released Parties”) for any and all claims, demands, rights, liabilities and causes of action whether under state or federal law, that were pled in any of the Complaints in the Lawsuit, including the First Amended Complaint pursuant to the terms of this Agreement, or which could have been pled in any of the Complaints in the Lawsuit based on the factual allegations therein, that arose during the Class Period for work performed by Defendant Juan Carlos Arrellano Medina dba Cypress FLC for Castlerock Farming, LLC and/or Castlerock Farm Holdings, LLC and/or Castlerock Farming and Transport, LLC; and/or Released Parties with respect to the following claims arising out of or related to allegations set forth in the operative Complaint or any PAGA Notice to the Labor and Workforce Development Agency (LWDA) related to this matter, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; failure to pay wages timely; failure to pay all wages due, penalties; rest period violations; meal period violations; failure to keep proper records; itemized wage statement violations; waiting time penalties; unfair competition; declaratory relief; (including, but not limited to, claims under Labor Code sections 201 through 205.5, 210, 226, 226.2, 226.3, 226.7, 248.2, 510, 512, 516, 558, 1102.5, 1182.12, 1194, 1194.2, 1197 through 1198 the applicable IWC Wage Order(s) and the California Business and Professions Code § 17200 *et seq.* based on the foregoing Labor Code violations); and claims for civil penalties pursuant to the California Private Attorneys General Act; including, but not limited to, wages, injunctive relief; liquidated damages, penalties of any nature; interest; fees; costs; and all other claims and allegations made in the Lawsuit and/or in the form of a PAGA claim from December 16, 2016, through May 16, 2022. (“Class Period”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks in which you worked at least one day based on Defendants’ records (“Eligible Workweek”) during the Class Period, and the proportionate number of pay periods you worked during the PAGA Period, as stated in this Notice. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of Eligible Workweeks you worked during the Class Period and the proportionate number of pay periods you worked during the PAGA Period. The information contained in Defendants’ records regarding each of these factors, along with your estimated Individual Settlement Award, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make a determination as to whether an adjustment will be made.

According to Defendants’ records:

- (a) you worked for Cypress in California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] Eligible Workweeks between December 16, 2016, and May 16, 2022; and
- (c) you worked [REDACTED] pay periods between December 16, 2019, and May 16, 2022.

Based on the above, your Individual Settlement Award is estimated at \$ [REDACTED]. The lowest Individual Settlement Award to a Settlement Class Member is estimated at [REDACTED]. The highest Individual Settlement Award to a Settlement Class Member is estimated at [REDACTED].

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing the Request for Exclusion Form included with this Notice, and sending it to the Settlement Administrator

postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, and your signature. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the "Response Deadline"). PAGA Employees are not permitted to request exclusion to the PAGA Settlement. By signing this Settlement Agreement.

The Request for Exclusion Form must: (1) contain your name, address, telephone number; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement and should state something to the effect of: "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE MORALES V. CASTLEROCK LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT."; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. If the Request for Exclusion Form fails to comply with items (1)-(3), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to his or her share of the PAGA Amount) or have any right to object, intervene, appeal or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion Form is automatically deemed a participating Settlement Class Member.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may complete the Objection Form or timely submit a written objection directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your full name, current address as well as contact information for any attorney representing you, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence, if any in support of your objection. Objection Forms or written objections must be postmarked on or before <<RESPONSE DEADLINE>>. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an attorney, he or she must also file a notice of intention to appear at the same time as the objection is filed. The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel. Unless otherwise ordered by the Court, Settlement Class Members shall not be entitled to appear and/or object at the Final Approval Hearing unless they have submitted a timely written objection and notice of intention to appear pursuant to this Section. Settlement Class Members who have properly and timely submitted objections may appear at the Final Approval Hearing, either remotely, in person or through a lawyer retained at their own expense. You do not need to appear at the Final Approval Hearing for your objection to be considered. Members of the Settlement Class who do not submit an objection or appear at the Final Approval Hearing and voice an objection shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. The Settlement Administrator shall provide Class Counsel and Defendants' counsel with weekly reports as to any written objections. PAGA Employees are not permitted to request exclusion to the PAGA Settlement.

The Final Approval Hearing is scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 11 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, California 93301. All objections or other correspondence must state the name and number of the case, which is *Domingo Munoz Morales v. Juan Carlos Arrellano Medina dba Cypress FLC., et al.*, Kern County Superior Court, Case No. BCV-20-102941.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 11 of the Kern County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Payment to the Class Representative. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Tulare County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301, during regular court hours. You may also view the Settlement Agreement, complaint, and other relevant documents by going to the website: Phoenixclassaction.com/MunozCypressFLC. You may also contact Class Counsel using the contact information listed above for more information. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting a Request for Exclusion Form, Objection Form, or any dispute is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIMINARY APPROVAL DATE>>.

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Domingo Munoz Morales v. Juan Carlos Arrellano Medina dba Cypress FLC, et al.

Kern Superior Court

Case No.: BCV-20-102941

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MAY COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE **[INSERT DATE], ADDRESSED AS FOLLOWS:**

<p>PHOENIX SETTLEMENT ADMINISTRATORS <i>Domingo Munoz Morales v. Juan Carlos Arrellano Medina dba Cypress FLC, et al.</i> CLASS ACTION ADMINISTRATOR</p> <p>ADDRESS ADDRESS PHONE FAX</p>
--

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Domingo Munoz Morales v. Juan Carlos Arrellano Medina dba Cypress FLC, et al.*, Kern County Superior Court, Case No. BCV-20-102941.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *DOMINGO MUNOZ MORALES V. JUAN CARLOS ARRELLANO MEDINA DBA CYPRESS FLC, ET AL.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.

Name Telephone Number

Address

Date Signature

Last Four Digits of Social Security Number: ____ _

EXHIBIT D

OBJECTION FORM

Domingo Munoz Morales v. Juan Carlos Arrellano Medina dba Cypress FLC, et al.
Kern Superior Court
Case No.: BCV-20-102941

All objections must be mailed or delivered to the Settlement Administrator, Phoenix Settlement Administrators at <<INSERT ADMINISTRATOR CONTACT INFO>> on or before <<RESPONSE DEADLINE>>. All objections must be postmarked on or before <<RESPONSE DEADLINE>>.

ONLY SUBMIT THIS FORM IF YOU DO NOT WANT THE COURT TO APPROVE THE TERMS OF SETTLEMENT

Objecting Settlement Class Member Information:

Name Telephone Number

Address

Date Signature

Describe the Nature of Each Objection and Please Attach Additional Pages if Necessary:

EXHIBIT E



Daniel Brown <dbrown@stansburybrownlaw.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: dbrown@stansburybrownlaw.com

Tue, May 3, 2022 at 12:28 PM

05/03/2022 12:27:49 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT F

LAFFEY MATRIX

- [History](#)
- [Case Law](#)
- [See the Matrix](#)
- [Contact us](#)
- [Home](#)

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

EXHIBIT G

Stansbury Brown Law

Unbilled Charges

All Dates

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	AMOUNT	BALANCE
0061 Munoz, Domingo v Cypress FLC						
11/03/2020	Billable Expense Charge		No	Printing PGA Ltrs	15.75	15.75
11/16/2020	Billable Expense Charge		No	PAGA claim	75.00	90.75
11/16/2020	Billable Expense Charge		No	Certified mail, stamps PAGA mailing	23.80	114.55
12/18/2020	Billable Expense Charge		No	Filing Fee	1,578.50	1,693.05
12/18/2020	Billable Expense Charge		No	Court Service	65.00	1,758.05
01/17/2021	Billable Expense Charge		No	Service Fee Delano	155.00	1,913.05
01/17/2021	Billable Expense Charge		No	Service Fee Delano Related Entity	45.00	1,958.05
01/17/2021	Billable Expense Charge		No	Service Fee Delanto Related Entity	45.00	2,003.05
01/24/2021	Billable Expense Charge		No	Serve Summons and Complaint	155.00	2,158.05
01/28/2021	Billable Expense Charge		No	Filing Fee proofs of service	8.00	2,166.05
01/28/2021	Billable Expense Charge		No	Court Service Fees	3.84	2,169.89
01/29/2021	Billable Expense Charge		No	Filing Fee proofs of service	8.00	2,177.89
01/29/2021	Billable Expense Charge		No	Court Service Fees	3.84	2,181.73
01/29/2021	Billable Expense Charge		No	Printing 4 versions FAC	25.00	2,206.73
05/14/2021	Billable Expense Charge		No	cert mail	21.60	2,228.33
05/29/2021	Billable Expense Charge		No	Court Call Case Management Conference	94.00	2,322.33
07/26/2021	Billable Expense Charge		No	Court Call CMC 7/26	94.00	2,416.33
12/21/2021	Billable Expense Charge		No	Plaintiff's Mediation Fee	2,200.00	4,616.33
02/04/2022	Billable Expense Charge		No	File Stipulation Bakersfield	8.00	4,624.33
02/04/2022	Billable Expense Charge		No	Court Admin Fees	24.32	4,648.65
02/19/2022	Billable Expense Charge		No	court call conference	94.00	4,742.65
02/28/2022	Billable Expense Charge		No	CAEFILE*008383868-0 CA 61	12.44	4,755.09
02/28/2022	Billable Expense Charge		No	CAEFILE*008383868-0 CA 61	20.00	4,775.09
05/01/2022	Billable Expense Charge		No	File Case Management Stmt and Jury Deposit	16.34	4,791.43
05/01/2022	Billable Expense Charge		No	Jury Deposit	150.00	4,941.43
Total for 0061 Munoz, Domingo v Cypress FLC					\$4,941.43	
TOTAL					\$4,941.43	