

DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
JESSICA FLORES (SBN 282669)
jflores@stansburybrownlaw.com
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
Tel: 323-204-3124

Attorneys for Plaintiff

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Superior Court of California,
County of Madera
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA

CLAUDIO VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LABOR FORCE MANAGEMENT, INC., a
California corporation; FOWLER PACKING
COMPANY, INC., a California corporation; and
DOES 1 through 100,

Defendants.

Case No.: MCV086790

*[Assigned for all purposes to the Hon.
Michael J. Jurkovich, Dept. 44]*

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

Date: September 11, 2023
Time: 8:30 a.m.
Dept.: 44

Complaint Filed: March 1, 2022
Trial Date: None Set

1 I, DANIEL J. BROWN, declare as follows:

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

7 2. I am a 2015 graduate of UCLA School of Law. I was admitted to the California
8 State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I
9 have practiced exclusively in the area of employment litigation. From December 2015 to June
10 2017, I worked for the law firm Rastegar Law Group, APC, an employment litigation firm in
11 Torrance, California. The vast majority of my work at Rastegar Law Group, APC, focused on
12 representing employees in wage and hour class actions. I was also the lead attorney on individual
13 claims for wrongful termination, harassment, discrimination, and retaliation. While non-
14 exhaustive, the type of work I performed included: conducting client intakes, performing pre-
15 filing research and analysis, drafting complaints, attending court hearings, corresponding with
16 opposing counsel, drafting and responding to written discovery, preparing for and taking and
17 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
18 drafting and opposing motions for remand, demurrers and motions to dismiss, motions to compel,
19 drafting mediation briefs, attending mediations, drafting long-form settlement agreements,
20 drafting motions for preliminary and final settlement approval, and overseeing the claims and/or
21 opt-out processes.

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

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

9 4. In June 2019, I started my own law firm, Stansbury Brown Law, focusing almost
10 exclusively on employment litigation. Currently, over eighty-five percent (85%) of my practice
11 is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently
12 responsible for prosecuting over thirty (30) wage and hour class actions. The following is a non-
13 exhaustive list of wage and hour class actions in which I have played a significant role in
14 prosecuting the litigation, which have received final approval: *Spinks v. Suja Life, LLC.*, Case No.
15 37-2014-00036496-CU-OE-CTL, California Superior Court, County of San Diego, Judge
16 Richard E.L. Strauss presiding (approved as class counsel in wage and hour class action on behalf
17 of non-exempt employees of a juice manufacture involving claims for unpaid wages, meal and
18 rest period violations, and other claims); *Galvan v. Amvac Chemical Corporation*, Case No. 30-
19 2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Judge William D.
20 Claster presiding (granted final approval of settlement on behalf of non-exempt employees of a
21 chemical manufacturing company involving claims for unpaid overtime and waiting time
22 penalties); *Blank v. Coty, Inc., et al.*, Case No. BC624850, California Superior Court, County of
23 Los Angeles, Judge William F. Highberger presiding (granting final approval of a class of
24 employees of a beauty products manufacturer involving claims for unpaid overtime, meal period
25 violations, and wage statement violations); *Lira v. Discus Dental, LLC, et al.*, Case No.
26 CIVDS1620402, California Superior Court, County of San Bernardino, Judge David Cohn
27 presiding (approved as class counsel in a wage and hour class action on behalf of non-exempt
28 employees of a manufacturer of dental products involving claims for unpaid overtime, minimum

wage violations, meal period violations, wage statement and waiting time penalties); *Nieto v. Emtek Products, Inc.* Case No. BC652704, California Superior Court, County of Los Angeles, Judge Shepard Wiley, Jr. presiding (approved as class counsel in a wage and hour class action on behalf of non-exempt employees of a manufacturer of door hardware involving claims for meal and rest period violations, and for waiting time, wage statement, and for penalties pursuant to the Private Attorneys General Act (“PAGA”)); *Frank Gonzalez III v. Prime Communications*, Case No. BC702262, California Superior Court, Judge Kenneth R. Freeman presiding (granting final approval to a wage and hour class action on behalf of non-exempt employees against a cell phone provider for meal and rest period violations, off-the-clock violations, and for derivative penalties); *Fierro v. Universal City Studios LLC*, Case No. BC642460, California Superior Court, County of Los Angeles, Judge Maren E. Nelson presiding (granting final approval of a wage and hour class action on behalf of current and former non-exempt employees against an amusement park involving claims for meal and rest period violations, failure to indemnify, failure to pay all minimum and overtime wages, and for waiting time, wage statement, and PAGA penalties); *Stephen et al. v. PSC Industrial Outsourcing, LP*, Case No. BC10752, California Superior Court, County of Los Angeles, Judge Shepard Wiley Jr. presiding (granting final approval in and wage and hour class action on behalf of current and former non-exempt employees of an industrial cleaning company for meal and rest period violations, unpaid wages, failure to reimburse business expenses, and waiting time, wage statement, and PAGA penalties); *Duran v. Prada USA Corp.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (approved as class counsel in a wage and hour class action on behalf of current and former employees of a clothing store involving claims for unlawful claw back of earned commissions, meal and rest period violations, failure to reimburse necessary business expenses, and derivate claims for penalties); *Honorato Lopez v. Moon Valley Nursey, Inc.*, Case No. BC668161, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. (approved as class counsel in a wage and hour class action on behalf of current and former employees of a commercial nursery involving claims for failure to pay for all hours worked, automatically deducting work time for meal periods regardless if taken, rest period violations,

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

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

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

5. I have also been named a Southern California Super Lawyers' Rising Star in the area of employment litigation four years in a row from 2019 to 2022.

6. I was also recognized by TopVerdict for being part of a team that secured one of the top 50 labor and employment law settlements in California in 2019. I am also active in the California employment and consumer law community. I am a member of the Consumer Attorneys Association of Los Angeles ("CAALA") and the California Employment Lawyers Association ("CELA") for which I serve on the CELA Wage and Hour Committee. I also participate in the CELA mentor program to provide mentorship and guidance to young attorneys interested in employment law.

7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a fair result for the Settlement Class.

8. Defendant Labor Force Management, Inc. ("LFM") is a registered farm labor contractor ("FLC"), located in Madera County, in the business of providing agricultural workers to harvest crops for farm clients. Defendant Fowler Packing Company, Inc. ("Fowler") is a farm and packing operation that hired LFM to provide agricultural workers to harvest agricultural

1 goods on their fields operates a dairy business located in Tulare County, California. Plaintiff was
2 employed by was employed by LFM and performed work on farms owned by Fowler as a non-
3 exempt farm labor employee as a general field worker from approximately March 2020 until
4 approximately March 2022 and was compensated pursuant to Defendants' compensation
5 practices during the Class Period.

6 9. Plaintiff filed a complaint ("Complaint") against Defendants LFM and Fowler
7 (LFM and Fowler are collectively referred to herein as "Defendants") March 1, 2022, in Madera
8 County Superior Court, Case No. MCV086790, which alleges causes of action for: (1) minimum
9 wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period
10 violations; (5) failure to reimburse for necessary business expenses; (6) failure to provide
11 accurate, itemized wage statements; (7) waiting time penalties; and (8) unfair competition.
12 Plaintiff filed a First Amended Class and Representative Action Complaint ("FAC") on May 16,
13 2022, to add an additional cause of action for civil penalties under the Private Attorneys General
14 Act ("PAGA") pursuant to Labor Code Sections 2698 *et seq.* The Complaint and FAC are
15 referred to hereinafter as the "Lawsuit."

16 10. Following the filing of the FAC, Plaintiff propounded extensive formal discovery
17 to Defendants including special interrogatories and requests for production. After Defendants
18 responded to this discovery, Plaintiff reviewed those discovery responses and document
19 production. The Parties also completed the *Belaire-West* Notice process. Shortly thereafter,
20 Plaintiff and Defendants (collectively "the Parties") met and conferred with respect to the
21 potential resolution of this Lawsuit and agreed to exchange informal discovery and engage in a
22 private mediation. After agreeing to participate in early mediation, Defendants informally
23 produced a sampling of all time and pay records for a random sample of Settlement Class
24 Members, key class data points, and other documents and information relevant to the claims
25 alleged in advance of mediation. After the detailed review of the payroll and time records and
26 other documents produced by Defendant, I drew on my extensive experience in similar cases to
27 assess strengths and weaknesses of Plaintiff's case. This discovery allowed the Parties to assess
28 the merits and value of Plaintiff's claims and Defendants' defenses thereto, if a settlement could
not be reached.

11. On March 23, 2023, after extensive research and analysis, including Class Counsel's detailed analysis of Defendants' potential exposure, a full-day mediation was held with Hon. David R. Lampe (Ret.), a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses for the claims alleged in the Lawsuit.¹ The Parties were unable to resolve the matter after a full day of mediation but continued to negotiate a potential settlement and on June 14, 2023, the Parties reached an agreement to resolve this dispute on a class and representative basis. The Parties subsequently worked diligently to negotiate and memorialize the terms on a long form settlement agreement, which was signed by the Parties and is now presented to this Court for preliminary approval. A true and correct copy of the Stipulation of Class and PAGA Settlement ("Settlement" or "Settlement Agreement") is attached hereto as **Exhibit 1**. The proposed Class Notice Packet, composed of the Notice of Pendency of Class Action Settlement ("Class Notice") and Request for Exclusion Form are attached to the Settlement Agreement as **Exhibits A and B** respectively.

12. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	\$150,000.00
Minus Court-approved attorneys' fees (1/3 of GSA):	\$50,000.00
Minus Court-approved, verified costs (up to):	\$12,000.00
Minus Court-approved Class Representative Service Award:	\$5,000.00
Minus Settlement Administrator costs:	\$13,750.00
Minus PAGA Penalties to LWDA:	\$7,500.00
Net Settlement Amount ("NSA"):	\$61,750.00

13. Defense counsel represents that the Settlement Class consists of approximately 2,007 current and former employees.

¹ Plaintiff also alleged in the operative complaint (i) a reporting time claim and (ii) failure to pay the correct rate of pay for rest and recovery periods, but after further investigation, and after receiving payroll and time keeping records from Defendants, Plaintiff determined not to pursue these claims and therefore assigned these claims zero value.

1 14. Plaintiff alleges that Defendants failed to maintain a lawful meal period policy
2 and practice. Plaintiff alleges that Defendants did not always provide first meal periods and when
3 they did, they only provided 10 to 15 minutes for meal periods. Moreover, the meal period
4 records were fabricated as employees did not record their time, but instead, their supervisors
5 controlled the timesheets and recorded synthetic meal periods. Moreover, a review of the Class
6 time and pay records confirms that Defendants failed to pay any meal period premium wages per
7 Labor Code section 226.7, which itself is a certifiable issue. Based on information provided by
8 Defendants, there were 18,442 shifts over 5.0 hours with a non-compliant meal period and
9 Plaintiff therefore calculates Defendants' exposure on this claim as follows: \$264,642.70 (18,442
10 shifts * \$14.35 average hourly rate of pay). In response, Defendants maintains that they always
11 provided legally compliant meal periods to Class Members and maintained and enforced lawful
12 meal period policies which provide for timely meal periods. Defendants also assert, contrary to
13 Plaintiff's allegations, that the meal period records are accurate and demonstrate that employees
14 always received lawful meal periods. Defendants further argue that this claim would not be
15 certified due to the lack of any common evidence tying together the reason that Class Members
16 experienced a meal period violation. Therefore, Plaintiff discounted the maximum amount that
17 the Settlement Class could potentially recover for meal period violations by 80% for a risk of
18 non-certification, and an additional 75% for a risk of losing on the merits based on Defendants'
records, to arrive at an estimated exposure amount of \$13,232.14.

19 15. Plaintiff argues that Defendants failed to authorize duty free rest periods to the
20 Class. Moreover, Defendants also failed to pay any rest period premium wages per Labor Code
21 section 226.7. Plaintiff estimates a violation on every shift over 3.5 hours and therefore calculates
22 Defendants' exposure on this claim as follows: \$381,738.70 (26,602 shifts with a rest period
23 violation [assuming a violation on every shift over 3.5 hours] * \$14.35 average hourly rate of
24 pay). However, Defendants contend that they always authorized lawful rest periods and
25 maintained lawful rest period policies. Defendants further argue that Plaintiff's rest period claim
26 is inherently unsuited for class treatment as there are no records of whether or not rest periods
27 were taken, therefore requiring an individualized inquiry into whether each class member failed
28 to take rest periods on each shift, which would devolve into an unmanageable series of mini-

1 trials. In light of these defenses, Plaintiff discounted the maximum amount for this claim by 90%
2 for risk of non-certification, and an additional 75% for a risk of being unsuccessful on the merits,
3 or having the maximum exposure reduced, to arrive at an estimated exposure of \$9,543.47.

4 16. Plaintiff alleges that he and other Class Members were not paid for all time
5 worked because Defendants impermissibly paid its employees according to their pre-scheduled
6 hours and not time actually worked and otherwise did not compensate piece-rate workers for all
7 non-productive time worked. After conducting an investigation of this claim for mediation,
8 Plaintiff estimated that the Class Members were undercompensated approximately 15 minutes of
9 off-the-clock work per shift, which resulted in 8,598 hours of off-the-clock work that should have
10 been compensated at the average regular rate of pay, and therefore calculated Defendants'
11 exposure on this claim as follows: \$123,381.30 (8,498 regular rate off-the-clock hours * \$14.35
12 average hourly rate of pay). Defendants countered that throughout the Class Period they
13 maintained and enforced their policy prohibiting off the clock work and paid for all hours worked.
14 Moreover, Defendants argued further that by its very nature this claim is not suited for class
15 treatment, as there are no records to indicate how often or how much off the clock work was
16 performed thereby prohibiting class certification of this claim. In light of these defenses, Plaintiff
17 discounted the maximum amount for this claim by 60% for risk of non-certification, and an
18 additional 80% for being unsuccessful on the merits, or having the amount of damages reduced
19 due to an over estimation of the amount of off-the-clock work performed to arrive at an estimated
20 exposure of \$9,870.50.

21 17. Plaintiff alleges that Defendants failed to reimburse their employees for necessary
22 business expenses such as pruning shears and sharpeners for the harvesting of citrus fruit. After
23 Class Counsel's investigation and discussion with Class Members, Plaintiff estimated an average
24 of \$60.00 in unreimbursed expenses per employee during the applicable time period.
25 Accordingly, Plaintiff calculated Defendants' maximum exposure on this claim as follows: 2,007
26 employees during the applicable time period * \$60.00 = \$120,420.00. This claim would likely
27 present similar problems of individualized proof and raise numerous individualized inquiries that
28 Defendants argue would prohibit certification, including that not all Class Members purchased
pruning shears and sharpeners, and that not all duties performed by Class Members required

1 pruning shears and sharpeners. In light of these defenses, Plaintiff discounted the maximum
2 exposure by 70% for a risk of non-certification, and an additional 80% for a risk of being
3 unsuccessful on the merits, to arrive at an estimated exposure of \$7,225.20.

4 18. Plaintiff alleges Defendants' wage statements were facially deficient by including
5 wrong and incomplete FLC and farm names and addresses. Further, as a result of the alleged
6 unpaid wages and unpaid meal and rest period premium wages described above, Plaintiff alleges
7 that Defendants failed to comply with their final pay obligations set out in Labor Code §§ 201-
8 203, and issued inaccurate wage statements in violation of Labor Code § 226. Plaintiff calculated
9 Defendants' maximum exposure for wage statement violations at \$408,250 (1,609 initial
10 violations x \$50 for initial penalty) + (3,278 subsequent violations x \$100 subsequent violation
11 penalty). In response, Defendants argued that: (i) no violations occurred based on the decision in
12 *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, which holds that there is no
13 wage statement violation when the wage statements accurately reflect the compensation received
14 by an employee, (ii) any alleged violations were not "knowing and intentional" as required by
15 Labor Code § 226(e), and (iii) no injury was suffered. As such, Plaintiff discounted this claim by
16 75% for risk of non-certification for failure to certify the underlying claim and an additional 75%
for failing to prevail on the merits to arrive at an estimated exposure of \$25,515.63.

17 19. Plaintiff alleges that Defendants are also liable for waiting time penalties as a
18 result of their failure to pay all off-the-clock and premium wages owed. There are approximately
19 1,993 Class Members who separated their employment with Defendants within the relevant time
20 period. The estimated average waiting time penalty per former employee was calculated at
21 \$2,410.80 (\$14.35 average hourly rate of pay * 5.6 average number of hours per shift * 30 days),
22 resulting in a total maximum exposure of \$4,804,724.40 (1,993 former employees * \$2,410.80).
23 To the extent that Plaintiff's waiting time penalty claim was derivative of his unpaid wage claims,
24 Defendants argue that not all former employees (if any) did, in fact, experience under payment
25 of wages (and therefore Plaintiff's exposure was overstated). Defendants also contend that
26 because they possessed good-faith defenses to the underlying claims, any failure to pay wages
27 was not "willful" as a matter of law. As a result, Plaintiff discounted the maximum exposure by
28 75% to account for the risk of non-certification of the claims upon which the waiting time

1 penalties rely, and an additional 85% for failing to prevail on the merits, including the inability
2 to establish willfulness, to arrive at an estimated exposure of \$180,177.17.

3 20. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing
4 alleged Labor Code violations. The specific statutory violations upon which Plaintiff based the
5 claim under PAGA are: (i) Labor Code sections 204, 510, 558, 1194, and 1198 for failing to pay
6 all overtime wages owed; (ii) Labor Code sections 558, 1182.12, 1194, 1194.2, 1197, and 1198
7 for failing to pay all minimum wages owed; (iii) Labor Code sections 226.7, 512, 558, and 1198
8 for meal period violations; (iv) Labor Code sections 226.7, 516, 558, and 1198 for rest period
9 violations; (v) Labor Code section 226 for failing to provide accurate, itemized wage statements;
10 and (vi) Labor Code sections 201 through 203 for failing to pay all wages owed upon termination.
11 Based on the violations addressed above, Plaintiff contends that Defendants are liable for PAGA
12 civil penalties for each of the 4,887 pay periods worked during the PAGA period. Accordingly,
13 Plaintiff calculates Defendants' exposure at \$488,700 (4,887 pay periods * \$100 for each
14 violation). However, Defendants assert a number of credible defenses to Plaintiff's claims. First,
15 these penalties derive from the underlying wage and hour violations discussed above, which
16 Defendants vigorously dispute. Defendants further allege that none of the violations would be
17 deemed knowing and intentional as there is no evidence to suggesting Defendants intentionally
18 violated the Labor Code and that Defendants' policies and procedures demonstrate that
19 Defendants acted in good faith in regard to paying the putative class members all wages due. For
20 these reasons, Defendants argue the Court would drastically reduce any award of PAGA penalties
21 as "confiscatory." Therefore, Plaintiff discounted the maximum PAGA exposure by 50% for risk
22 of an unmanageability finding, 65% for risk of losing on the merits, and an additional 65% to
23 account for additional risks unique to the PAGA claim, including the discretionary nature and
24 the possibility of the Court reducing penalties, to arrive at an estimated exposure of \$29,932.88.

25 21. Using these estimated figures for each of the claims described above, Plaintiff
26 predicted that the potential recovery for the Settlement Class would be approximately
27 \$275,487.99. The proposed settlement of \$150,000 therefore represents approximately 55% of
28 the reasonably forecasted recovery for the Settlement Class.

 22. My firm will also apply for an attorneys' fees award of one-third (1/3) of the GSA,

1 which is currently estimated to be \$50,000.00 and up to \$12,000.00 in verified costs
2 reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex,
3 risky, expensive, and time-consuming litigation on a purely contingent fee basis. My efforts in
4 this case include conducting pre-filing investigation, legal research and analysis regarding the
5 merits of Plaintiff's claims, Plaintiff's ability to recover penalties under the PAGA, propounding
6 informal and formal discovery, reviewing documents and data provided by Defendants prior to
7 mediation, drafting and filing Plaintiff's Complaint and LWDA notice letter, drafting and filing
8 the FAC, drafting a mediation brief, preparing for and attending mediation, drafting the long-
9 form Settlement Agreement and Notice documents, reviewing and analyzing discovery,
10 preparing the motion for settlement approval and supporting declarations, and otherwise
11 litigating the case. Given the potential for adverse outcomes, the contingent risk borne by my
12 firm was great. The quality of my office's work, and the efficacy and dedication with which it
13 was performed, should be compensated. My previous experience in litigating wage and hour
14 class and representative actions also supports the reasonableness of the fee request. I am well-
15 versed in wage and hour class and representative action litigation. My experience in similar
16 matters was integral in evaluating the strengths and weaknesses of this case and the
17 reasonableness of the Settlement. I also expect to expend additional attorney time in attending
18 the hearing on this Motion, overseeing the notice process and fielding questions from Class
19 Members. I have spent over approximately 221.6 hours on this case. I have been practicing law
20 for over eight years. My approximate hourly rate based on the widely used *Laffey* Matrix is \$733.
21 Attached hereto as **Exhibit 4**, is a true and correct copy of the *Laffey* Matrix. As such, I have a
22 lodestar of approximately \$162,432.80, which results in a negative .31 multiplier when compared
23 to \$50,000.00 fee request. Therefore, the fee award is justified without a multiplier. The hours
24 spent include:

Work Categories	Daniel Brown Hours
1. Case Review and Legal Research	38.4
2. Pleadings / Motions	48.3
3. Preparation and Attendance for Mediation including data review and drafting brief	61.7
4. Litigation Strategy & Communications	9.7

5. Discovery / Meet and Confers with Defense Counsel	30.1
6. Settlement	33.4
TOTAL TIME	221.6
Hourly Rate	\$733.00
LODESTAR	\$162,432.80

23. To date, my firm has incurred approximately \$9,485.03 in litigation costs. Attached hereto as **Exhibit 3** is a true and correct copy of my firm's itemized costs to date. As part of Plaintiff's motion for final approval, my firm will request only the reimbursement of costs reasonably incurred supported by declaration with an itemized cost sheet. The costs Plaintiff seeks are the types of costs routinely approved by courts.

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

25. Although the Parties engaged in significant formal and informal discovery in advance of mediation, the Parties still had significant written and deposition discovery to complete in formal litigation had the matter not settled. This would have required expenditure of substantial time and resources by both Parties that would have very likely spanned several years. Moreover, even if Plaintiff was able to certify the classes, the Parties would incur considerably more attorney fees and costs through a possible decertification motion, trial, and possible appeal. Even if the classes sought to be certified by Plaintiff were in fact certified, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. This settlement avoids those risks and the accompanying expense.

1 26. My office submitted the proposed Settlement to the Labor and Workforce
2 Development Agency ("LWDA"). Attached hereto as **Exhibit 2** is a true and correct email
3 confirmation of my submission of the Settlement to the LWDA.

4 27. My office has agreed with Perez, Williams, Medina & Rodriguez LLP that the
5 attorney's fees in this case will be shared as follows: Twenty-five percent (25%) to Perez,
6 Williams, Medina & Rodriguez LLP; and Seventy-five percent (75%) to Stansbury Brown Law,
7 PC. Plaintiff Claudio Valdez consented to this fee split in writing on August 19, 2021.

8 I declare under penalty of perjury under the laws of the State of California and the United
9 States that the foregoing is true and correct. Executed on August 17, 2023, at Venice, California.

10 

11 _____
Daniel J. Brown

EXHIBIT 1

STIPULATION OF CLASS AND PAGA SETTLEMENT

This Stipulation of Class and PAGA Settlement (“**Settlement Agreement**”) is reached by and between: (i) Plaintiff Claudio Valdez (“**Plaintiff**”), individually and on behalf of all Aggrieved Employees and members of the Settlement Class, defined below, on the one hand; and (ii) Defendants Labor Force Management, Inc. (“**LFM**”) and Fowler Packing Company, Inc. (“**Fowler**”) (collectively “**Defendants**”) on the other hand (Plaintiff and Defendants are referred to herein as the “**Parties**”). Plaintiff, Aggrieved Employees, and the Settlement Class are represented by Daniel J. Brown of Stansbury Brown Law, PC (“**Class Counsel**”). Defendant LFM is represented by James D. Miller and Ryan W. Porte of Raimondo Miller, ALC and Defendant Fowler is represented by Ian B. Wieland and Charles P. Hamamjian of Sagaser, Watkins & Wieland, PC.

Plaintiff filed a class action complaint (“**Complaint**”) against Defendants on March 1, 2022, in Madera County Superior Court, Case No. MCV086790, which alleges causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for necessary business expenses; (6) failure to provide accurate, itemized wage statements; (7) waiting time penalties; and (8) unfair competition. Plaintiff filed a First Amended Class and Representative Action Complaint (“**FAC**”) on May 16, 2022, to add an additional cause of action for civil penalties under the Private Attorneys General Act (“**PAGA**”) pursuant to Labor Code section 2698 *et seq.* based on claims asserted in the PAGA letters Plaintiff submitted to the LWDA on March 1, 2022 and May 16, 2022, in Case No. LWDA-CM-870697-22. The Complaint and FAC are referred to herein as the “**Action**.” The FAC is the Operative Complaint for settlement purposes.

On March 23, 2023, and continuing thereafter in subsequent negotiations that occurred between then and the present, Plaintiff and Defendants, represented by their respective counsel of record, privately mediated the Action before Hon. David R. Lampe (Ret.) of Common Ground Solutions. The Parties were unable to reach a resolution at the mediation, but continued to have ongoing settlement discussions. On June 14, 2023, the Parties reached an agreement, which is now presented to the Court for approval.

Prior to entering into settlement discussions, the Parties conducted significant investigation of the facts and law both through formal and informal discovery, which included completing the *Belaire West* process, review and analysis of Defendants’ policies and putative class members’ and Aggrieved Employees’ time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff’s claims, the defenses thereto, and the damages and penalties claimed by Plaintiff in the Action. As a result of the Parties’ thorough investigation of the allegations and defenses thereto, they were able to reach an agreement for a global settlement after extensive negotiations.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Action 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 Action.

1. Certification for Settlement Purposes.

For the purposes of this Settlement Agreement only, the Parties stipulate to conditional certification of the following Settlement Class (hereinafter, the “**Settlement Class**” or “**Settlement Class Members**”):

All current and former non-exempt employees of Labor Force Management, Inc. who performed work for Fowler Packing Company, Inc. in California at any time from November 13, 2020, through March 17, 2022 (the “**Class Period**”).

The Parties agree that conditional 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. Aggrieved Employees.

For the purposes of this Settlement Agreement only, the Parties stipulate that the “**Aggrieved Employees**” shall be defined as:

All current and former non-exempt employees of Labor Force Management, Inc. who performed work for Fowler Packing Company, Inc. in California at any time from March 1, 2021, through March 17, 2022 (the “**PAGA Period**”).

The Parties agree that the definition of the Aggrieved Employees for purposes of settlement is not an admission that the PAGA representative claim alleged in the Action meets the applicable standard of manageability. If this Settlement Agreement is not approved or is terminated, in whole or in part, this definition of Aggrieved Employees, and this Settlement Agreement in general, will be inadmissible and will have no effect in the Action 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.

3. Releases.

- A. **Released Parties.** As referenced herein, **Released Parties** shall collectively mean: Defendants Labor Force Management, Inc. and Fowler Packing Company, Inc., and their respective past and present officers, directors, shareholders, employees, agents, principals, heirs and representatives.
- B. **Releases Effective Upon Full Payment of the GSA.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the wage portion of the individual Participating Member

Payments, Plaintiff, Settlement Class Members, and Aggrieved Employees will release claims against all Released Parties as described below.

- C. **Released Class Claims.** All Settlement Class Members who do not opt out of the settlement (collectively, “**Participating Settlement Class Members**”) on behalf of themselves and their respective past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties, from all claims that were alleged based on the facts pled in the Action during the Class Period, including: (a) minimum wage violations; (b) failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) waiting time penalties; and (h) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* premised on the claims pled based on the factual allegations in the Action. The release extends to the limits of the Class Period. This Release is expressly limited to shifts in which Settlement Class Members performed work for Defendant Fowler Packing Company, Inc.
- D. **Released PAGA Claims.** Aggrieved Employees, on behalf of themselves and their respective past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, regardless of whether they opt out of the Settlement Class, will release and discharge the Released Parties from all claims for PAGA civil penalties that were alleged based on facts pled in the Action for alleged Labor Code violations that arose during the PAGA Period. The release extends to the limits of the PAGA Period. This Release is expressly limited to shifts in which Aggrieved Employees performed work for Defendant Fowler Packing Company, Inc.
- E. **Plaintiff’s Release of Unknown Claims.** In light of his Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Class and PAGA Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers compensation claims or any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that 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.

4. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Defendants agree to pay a common fund of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) (“**Gross Settlement Amount**” or “**GSA**”) in full and complete settlement of this matter. Besides the triggering of the escalator clause pursuant to paragraph 4(D) of this Settlement Agreement and Defendants’ payment of their share of payroll taxes pursuant to

paragraph 4(C) of this Settlement Agreement, in no event shall Defendants be required to pay more than the GSA. The GSA shall be paid as follows:

A. **Funding of the Gross Settlement Amount.** The GSA shall be deposited with the Settlement Administrator within thirty (30) days after the Effective Settlement Date (defined below), except if the Effective Settlement Date occurs on or before December 1, 2023, in which case the funding of the GSA shall occur on January 1, 2024.

B. **Non-revisionary.** This is a non-reversionary settlement. The Gross Settlement Amount includes:

- i. All payments to the Aggrieved Employees and Settlement Class;
- ii. Settlement Administrator. All fees and expenses of the settlement administrator associated with the administration of the settlement, which are anticipated to be no greater than Thirteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$13,750.00). The Parties agree to the appointment of Phoenix Settlement Administrators as the settlement administrator (“**Settlement Administrator**”) and to Class Counsel seeking Court approval to pay up to Thirteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$13,750.00) from the Gross Settlement Amount for the Settlement Administrator’s services. The Settlement Administrator shall be responsible for sending all required notices in both English and Spanish, providing written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Notices mailed or re-mailed, Notices returned undelivered, Requests for Exclusion, objections and disputes received from Settlement Class Members, calculating the Net Settlement Amount, calculating each Settlement Class Member’s and Aggrieved Employees’ Participating Member Payment, defined below, amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Paragraph 5(C), and providing declarations regarding the Settlement Administrator’s background and services for Preliminary Approval, attesting to its due diligence and compliance with all of its obligations under this Agreement for Final Approval, and a final report detailing disbursement of the Gross Settlement Amount in compliance with the Final Approval Order. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after checks have been mailed to all Aggrieved Employees and Participating Settlement Class Members (collectively “**Participating Members**”);
- iii. Class Representative Service Award. Up to Five Thousand Dollars (\$5,000) for a class representative service award to Plaintiff subject to Court approval, in recognition of Plaintiff’s general release of claims, contributions to the Action, and service to the Settlement Class. Defendants will not object to a request for a Class Representative Service Award for Plaintiff in exchange for the general release of his claims and waiver of Civil Code Section 1542, his time and risks in prosecuting this case, and his service to the Settlement Class. This payment

will be in addition to Plaintiff's Participating Member Payment (defined below) as a Participating Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Class Representative Service Award to the Plaintiff is for his services in connection with this Action and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Class Representative Service Award 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 Class Representative Service Award 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 Class Representative Service Award constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume all responsibility for 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 Class Representative Service Award paid under this Settlement Agreement, and all liability associated therewith. In the event that the Court reduces or does not approve the requested Class Representative Service Award, 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;

- iv. Class Counsel Fees and Costs. Up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees, which is currently estimated to be Fifty Thousand Dollars (\$50,000.00), plus up to Twelve Thousand Dollars (\$12,000.00) in verified costs and expenses related to the Action 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. If the Gross Settlement Amount increases pursuant to Paragraph 4(D), the amount of fees requested by Class Counsel will increase proportionally such that the requested award is one-third of the GSA. 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; and
- v. PAGA Penalties. Ten Thousand Dollars (\$10,000.00) of the Gross 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 Seven Thousand Five Hundred Dollars (\$7,500.00) will be payable to the Labor & Workforce Development Agency ("**LWDA Payment**"), and the remaining

twenty-five percent (25%), or Two Thousand Five Hundred Dollars (\$2,500.00) will be payable to the Aggrieved Employees as the “**PAGA Amount.**” The LWDA Payment and PAGA Amount are collectively referred to herein as the “**PAGA Penalties.**”

- C. **Payroll Tax Payments.** Defendants’ share of payroll taxes shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.
- D. **Escalator Clause.** Defendants represent there are approximately 2,007 Settlement Class Members and approximately 6,046 Class Workweeks within the Class Period. If, the actual number of Settlement Class Members or the number of Class Workweeks released by this Settlement increased by 10% or more (i.e., increase by more than 201 Settlement Class Members or 605 Class Workweeks), then Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the increase in class size or number of workweeks (e.g., if the number of Settlement Class Members or Class Workweeks increases by 11%, the GSA will increase by 11%).

A “Class Workweek” shall be any calendar week in which the Settlement Class Member worked at least one shift performing work for Defendant Fowler Packing Company, Inc. during the Class Period based on Defendants’ records.

- E. **Effective Date of Settlement.** The Effective Settlement Date of this settlement shall be the later of the time when: either (i) the Judgment in the Action granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) 30 days after Notice is provided by Plaintiff to Defendants that the Court entered the order on final approval of the settlement, if there are no objections (“**Effective Settlement Date**”).
- F. **Disbursement of Gross Settlement Amount.** Within ten (10) calendar days following the funding of the Gross Settlement Amount with the Settlement Administrator by Defendants, the Settlement Administrator will calculate Participating Member Payments (defined below) and mail individual Participating Member Payments to Participating Settlement Class Members and Aggrieved Employees and transfer to Class Counsel its attorney’s fees and verified costs.
5. **Participating Member Payment Procedures.** Participating Members are not required to submit a claim form to receive their share of the Settlement (“**Participating Member Payment**”). Participating Member Payments will be determined and paid as follows:
- A. **Net Settlement Amount:** The Net Settlement Amount is the Gross Settlement Amount after the following deductions are made: (a) all costs of settlement administration; (b) Class Representative Service Award to Plaintiff; (c) the LWDA Payment; and (d) costs and attorneys’ fees for Class Counsel. The Net Settlement Amount shall be available for Participating Members. From the Net Settlement Amount, the Settlement Administrator will calculate each Participating Member Payment based on the following formula:

- i. PAGA Amount. Each Aggrieved Employee shall receive a portion of the Two Thousand Five Hundred Dollars (\$2,500.00) that has been designated as the PAGA Amount based on their proportionate share of PAGA Workweeks (i.e., any calendar week in which the Aggrieved Employee worked at least one shift performing work for Defendant Fowler Packing Company, Inc. during the PAGA Period based on Defendants' records), by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's PAGA Workweeks, and the denominator of which is the total PAGA Workweeks of all Aggrieved Employees.
 - ii. Remainder. The remainder of the Net Settlement Amount shall be distributed to each Participating Settlement Class Member based on their proportionate share of Class Workweeks, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Participating Settlement Class Member's Class Workweeks, and the denominator of which is the total Class Workweeks of all Participating Settlement Class Members.
- B. **Participating Member Payment Tax Treatment**. For purposes of calculating applicable taxes and withholdings for the payment to Participating Members described in Paragraph 5(A)(ii), twenty percent (20%) of each such payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each such payment shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of these payments to each Participating Member above, none of the Participating Member 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, unless required by such plans.
- C. **Deadline to Negotiate Participating Member Payment**. Each Participating Member who receives a Participating Member Payment must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Participating Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued, except for good cause and as mutually agreed by the Parties in writing. If a Participating Member does not cash his or her settlement check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Members, whether or not they cash

their settlement checks. Therefore, Defendants will not be required to pay any interest on such amounts. The Parties agree no unclaimed funds will result from the settlement.

- D. Defendants shall be deemed to have fully discharged their obligations to each Participating Member when the Settlement Administrator mails each Participating Member a settlement check, regardless of whether such checks are actually received and/or negotiated by Participating Members. 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 his, her, or its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **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 Claudio Valdez as the 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 and Request for Exclusion Form, substantially in the form attached here as **Exhibits A and B**), and directing the mailing of same in English and Spanish;
- G. Scheduling a Final Approval hearing;
- H. Plaintiff shall submit the proposed settlement to the Labor Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699(1)(2). Proof of this submission will be provided to the Court and to Defendants' counsel; and
- I. If Final Approval is granted, Plaintiff shall submit a copy of the Superior Court's judgment to the LWDA after entry of the judgment or order, pursuant to Labor Code § 2699(1)(3).

7. **Notice Procedures.** Following preliminary approval, Settlement Class Members and Aggrieved Employees shall be notified as follows:

- A. Within fourteen (14) days after entry of an order preliminarily approving this Settlement Agreement, Defendants will provide the Settlement Administrator with a class list (in electronic format) including the full names, last known addresses, social

security numbers, dates of employment, Class Workweeks and PAGA Workweeks for each Aggrieved Employee and Settlement Class Member.

- B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members and Aggrieved Employees through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members and Aggrieved Employees; (ii) update the addresses of any Settlement Class Member or Aggrieved Employee for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Settlement Class Member or Aggrieved Employee in English and Spanish at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. 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 or Aggrieved Employee immediately, and in any event within three (3) business days of obtaining the updated address.
- D. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail or fax 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").
 - 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 class settlement; (3) be signed by the Settlement Class Member; and (4) be faxed or 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), (2), or (4), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Settlement 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 their 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.

- E. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel as well as filing them with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants' counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class Member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline.
- F. **Challenges to Participating Member Payment Calculations.** Each Notice Packet mailed to a Settlement Class Member or Aggrieved Employee shall disclose the amount of the Settlement Class Member's or Aggrieved Employee's estimated Participating Member Payment as well as all of the information that was used from Defendants' records in order to calculate the Participating Member Payment, including the number of Class Workweeks and the number of PAGA Workweeks. Settlement Class Members and Aggrieved Employees will have the opportunity, should they disagree with Defendants' records regarding the number of Class Workweeks and PAGA Workweeks stated in their Notice Packet, to challenge the data provided. In order to challenge Defendants' data, the Settlement Class Member or Aggrieved Employee must provide documentation and/or an explanation demonstrating that Defendants' data is incorrect and evidencing the correct number of Class Workweeks and/or PAGA Workweeks that the Settlement Class Member or Aggrieved Employee believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.
- G. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Settlement Class Member's or Aggrieved Employee's Participating Member Payment, the allocation of W-2 wages, and the number of Class Workweeks and PAGA Workweeks. Where the information submitted by Defendants from their records differ from the information submitted by the Settlement Class Member or Aggrieved Employee, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and Defendants' counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available

information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Participating Member Payment. Such determination shall be binding upon the Settlement Class Member, Aggrieved Employee, and the Parties.

8. **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 Class Representative Service Award, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the PAGA Penalties; and
 - C. Entering judgment pursuant to California Rule of Court 3.769.
9. **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 they have any liability to anyone under the claims asserted in the Action, and that but for this settlement a class should not be certified in this Action. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants. 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. The Parties have 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.
10. **No Public Comment:** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.
11. **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 or their representatives, 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.
12. **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 of the Parties' representatives set forth below, or such other addresses as the Parties may designate in writing from time to time:

If to Defendant LFM: Ryan W. Porte, Esq.

RAIMONDO MILLER, ALC
7110 N. Marks Ave., Suite 104
Fresno, CA 93711
rwp@raimondomiller.com

If to Defendant Fowler: Ian B. Wieland, Esq.
SAGASER, WATKINS & WIELAND, PC
5260 North Palm Avenue, Suite 400
Fresno, CA 93704
ian@sw2law.com

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

13. **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.
14. **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.
15. **Failure to Obtain Final Approval.** If the court fails to grant either preliminary or final approval, the Parties shall be restored to their positions at the time of the execution of this memorandum, which shall include but not be limited to, all funds paid by Defendants shall be returned to Defendants, with the exception that if any settlement administration costs are due and payable, Plaintiff and Defendants agree to split those costs.

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[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

Date: 7/28/2023



Claudio Valdez, Plaintiff

Date: _____

_____, on behalf of
Defendant Labor Force Management, Inc.

Date: _____

_____, on behalf of
Defendant Fowler Packing Company, Inc.

Approved as to form:

Date: _____

RAIMONDO MILLER, ALC

Ryan W. Porte
Counsel for Defendant Labor Force
Management, Inc.


Date: _____

SAGASER, WATKINS & WIELAND, PC

Ian B. Wieland
Counsel for Defendant Fowler Packing Company,
Inc.

Date: _____

STANSBURY BROWN LAW, PC



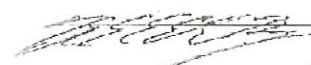
Daniel J. Brown
Counsel for Plaintiff and the Settlement
Class

EXECUTION BY PARTIES AND COUNSEL

Date: _____

Claudio Valdez, Plaintiff

Date: 8-8-2023


_____, on behalf of
Defendant Labor Force Management, Inc.

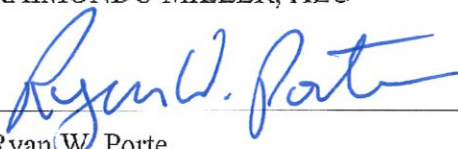
Date: _____

_____, on behalf of
Defendant Fowler Packing Company, Inc.

Approved as to form:

Date: 8/8/23

RAIMONDO MILLER, ALC



Ryan W. Porte
Counsel for Defendant Labor Force
Management, Inc.

Date: _____

SAGASER, WATKINS & WIELAND, PC

Ian B. Wieland
Counsel for Defendant Fowler Packing Company,
Inc.

Date: _____

STANSBURY BROWN LAW, PC

Daniel J. Brown
Counsel for Plaintiff and the Settlement
Class

EXECUTION BY PARTIES AND COUNSEL

Date: _____

Claudio Valdez, Plaintiff

Date: _____

_____, on behalf of
Defendant Labor Force Management, Inc.

Date: 07/26/2023

Bret Zell
VP, HR - BRETT ZELL, on behalf of
Defendant Fowler Packing Company, Inc.

Approved as to form:

Date: _____

RAIMONDO MILLER, ALC

Ryan W. Porte
Counsel for Defendant Labor Force
Management, Inc.

Date: 7/27/23

SAGASER, WATKINS & WIELAND, PC

Ian B. Wieland
Ian B. Wieland
Counsel for Defendant Fowler Packing Company,
Inc.

Date: _____

STANSBURY BROWN LAW, PC

Daniel J. Brown
Counsel for Plaintiff and the Settlement
Class

EXHIBIT A

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Claudio Valdez v. Labor Force Management, Inc. and Fowler Packing Company, Inc.
Madera Superior Court
Case No.: MCV086790

To: All current and former non-exempt employees of Labor Force Management, Inc. who performed work for Fowler Packing Company, Inc. in California at any time from November 13, 2020, through March 17, 2022.

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 *Claudio Valdez v. Labor Force Management, Inc. and Fowler Packing Company, Inc.*, Madera County Superior Court, Case No. MCV086790 (the “Action”). 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. Labor Force Management, Inc. and Fowler Packing Company, Inc.’s (“Defendants”) records show that you were employed by Defendant Labor Force Management, Inc. as a non-exempt employee and performed work for Defendant Fowler Packing Company, Inc. in California at any time from November 13, 2020, through March 17, 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 Action, 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 Claudio Valdez (“Plaintiff”) brought this Action against Defendants seeking to assert claims on behalf of a class of all current and former non-exempt employees of Defendant Labor Force Management, Inc. who performed work for Defendant Fowler Packing Company, Inc. in California at any time during the period of November 13, 2020, through March 17, 2022 (“Settlement Class Members”). 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 Action alleges that Defendants: (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 reimburse for necessary business expenses, (iv) failed to provide accurate and itemized wage statements, (v) failed to timely pay final wages due, and as a result of the above-mentioned alleged violations, (vi) engaged in unlawful business practices and (vii) is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong. Defendants also deny that they owe Settlement 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 Settlement Class Member because of their decision to either participate or not participate in the Settlement.

Who are the Attorneys?

<p>Class Counsel:</p> <p>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</p>	<p>Attorneys for Defendant Labor Force Management, Inc.:</p> <p>RAIMONDO MILLER, ALC Ryan W. Porte rwp@raimondomiller.com 7110 North Marks Avenue, Suite 104 Fresno, California 93711 Tel: (559) 432-3000 www.raimondomiller.com</p> <p>Attorneys for Defendant Fowler Packing Company, Inc.:</p> <p>SAGASER, WATKINS & WIELAND, PC Ian Wieland ian@sw2law.com 5260 North Palm Avenue, Suite 400 Fresno, California 93704 Tel: (559) 421-7000 www.sagaserlaw.com</p>
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What are the terms of the Settlement?

Defendants have agreed to pay \$150,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, and the Class Representative Service Award.

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

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement 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 Gross Settlement Amount. Settlement 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 Gross Settlement Amount, which is currently estimated at \$50,000, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$12,000.00 in verified costs incurred in connection with the Action.

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 \$13,750.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Service Award. Class Counsel will ask the Court to award a Class Representative Service Award to the Class Representative in the amount of \$5,000.00 to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

Payment to State of California. The Parties have agreed to allocate \$10,000.00 towards the Settlement of the PAGA claims in the Action. \$7,500 will be paid to the State of California Labor and Workforce Development Agency, representing its 75% share of the civil penalties. The remaining \$2,500 will be allocated and distributed to Aggrieved Employees (i.e., Settlement Class Members who were employed by Defendant Labor Force Management, Inc. as non-exempt employees and performed work for Defendant Fowler Packing Company, Inc. in California at any time from March 1, 2021, through March 17, 2022 (“PAGA Period”)) as part of the Net Settlement Amount described below.

Calculation of Settlement Class Members’ Individual Participating Member Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion Form (“Participating Settlement Class Members”) (described below). The Net Settlement Amount is estimated at approximately \$61,750.00, and will be divided as follows:

- (i) \$2,500.00 of the Gross Settlement Amount has been designated as the “PAGA Amount” and will be distributed to each Aggrieved Employee based on the proportionate number of PAGA Workweeks (defined as any calendar week in which the Aggrieved Employee worked at least one shift performing work for Defendant Fowler Packing Company, Inc. based on Defendants’ records) that he or she worked during the PAGA Period (from March 1, 2021, through March 17, 2022).
- (ii) The remainder of the Net Settlement Amount will be distributed to each Participating Settlement Class Member based on the proportionate number of Class Workweeks (defined as any calendar week in which the Participating Settlement Class Member worked at least one shift performing work for Defendant Fowler Packing Company, Inc. based on Defendants’ records) that he or she worked during the Class Period (from November 13, 2020, through March 17, 2022).

Payment of the Settlement. If the Court grants final approval of the Settlement, individual Participating Member Payments will be mailed to Settlement Class Members for their portion of the PAGA Amount regardless of whether they submit a Request for Exclusion Form. In addition, Participating Settlement Class Members will receive additional compensation as part of their individual Participating Member Payments comprised of their portion of the Net Settlement Amount as described above.

Allocation and Taxes. For tax purposes, each Participating Member Payment 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. Settlement Class Members are responsible for the proper income tax treatment of the individual Participating Member Payments. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement 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, each Participating Settlement Class Member will fully release and discharge Defendants, their past and present officers, directors, shareholders, employees, agents, principals, heirs, and representatives (collectively the “Released Parties”) for all claims that were alleged based on the facts pled in the Action during the Class Period, including: (a) minimum wage violations; (b) failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) waiting time penalties; and (h) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* premised on the claims pled based on the factual allegations in the Action. The release extends to the limits of the Class Period. This Release is expressly limited to shifts in which Settlement Class Members performed work for Defendant Fowler Packing Company, Inc.

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 Class Workweeks you worked during the Class Period and the proportionate number of PAGA Workweeks 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 Participating Member Payment. Your award is based on the proportionate number of Class Workweeks you worked during the Class Period and the proportionate number of PAGA Workweeks you worked during the PAGA Period. The information contained in Defendants' records regarding each of these factors, along with your estimated individual Participating Member Payment, 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 Defendants in California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] Class Workweeks from November 13, 2020, through March 17, 2022 for Defendants; and
- (c) you worked [REDACTED] PAGA Workweeks from March 1, 2021, through March 17, 2022 for Defendants.

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

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion Form, shall, upon receipt by the Settlement Administrator, not be a Settlement Class Member. If you exclude yourself, you will still receive your portion of the PAGA Amount if you are an Aggrieved Employee.

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 timely submit a written objection directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your objection must include your name, address, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection, together with any evidence in support of your objection. Objections must be postmarked on or before <<RESPONSE DEADLINE>>.

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 Participating 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 44 of the Madera County Superior Court, located at 200 S. G Street, Madera, California 93637. 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 Class Representative Service Award 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 Action and the Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<<SETTLEMENT ADMINISTRATOR URL>>>. You can also telephone or send an email to Class Counsel using the contact information listed above, or consult the Superior Court website by going to <https://madera-prod-portal.ecourt.com/public-portal/> (Case No. MCV086790). You may also inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Madera County Superior Court, located at 200 S. G Street, Madera, California 93637, during regular court hours. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Daniel J. Brown in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on <<<DATE PRELIMINARY APPROVAL MOTION FILED>>>.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, 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, or any dispute is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

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

EXHIBIT B

REQUEST FOR EXCLUSION FORM

Claudio Valdez v. Labor Force Management, Inc. and Fowler Packing Company, Inc.

MADERA COUNTY SUPERIOR COURT

Case No. MCV086790

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:

PHOENIX SETTLEMENT ADMINISTRATORS

Claudio Valdez v. Labor Force Management, Inc. and Fowler Packing Company, Inc.

SETTLEMENT ADMINISTRATOR

ADDRESS

ADDRESS

PHONE

FAX

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 *Claudio Valdez v. Labor Force Management, Inc. and Fowler Packing Company, Inc.*, Madera County Superior Court, Case No. MCV086790.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *CLAUDIO VALDEZ V. LABOR FORCE MANAGEMENT, INC. AND FOWLER PACKING COMPANY, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS OF THIS LAWSUIT.

Name

Telephone Number

Address

Date

Signature

EXHIBIT 2



Daniel Brown <dbrown@stansburybrownlaw.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

Fri, Aug 11, 2023 at 11:10 AM

To: dbrown@stansburybrownlaw.com

08/11/2023 11:10:31 AM

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 3

Stansbury Brown Law, PC

Unbilled Charges

All Dates

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	AMOUNT	BALANCE
0124 Valdez, Claudio v Labor Force Management						
02/06/2022	Billable Expense Charge		No	226 ltr x 4 11/29/21	17.32	17.32
03/01/2022	Billable Expense Charge		No	PAGA Filing Fee	75.00	92.32
03/24/2022	Billable Expense Charge		No	Court Filing Madera County 366974	94.50	186.82
03/24/2022	Billable Expense Charge		No	Filing Fee Madera County 366974	1,435.00	1,621.82
03/24/2022	Billable Expense Charge		No	Check Charge Madera County 366974	143.50	1,765.32
06/04/2022	Billable Expense Charge		No	Filing Madera County 374296	74.50	1,839.82
06/04/2022	Billable Expense Charge		No	Filing Madera County 374748	74.50	1,914.32
06/24/2022	Billable Expense Charge		No	CM 5/16	20.44	1,934.76
07/22/2022	Billable Expense Charge		No	Court Call CMC	94.00	2,028.76
08/04/2022	Billable Expense Charge		No	File Madera County	239.50	2,268.26
08/08/2022	Billable Expense Charge		No	Court Call CMC 11/7	94.00	2,362.26
02/01/2023	Billable Expense Charge		No	Printing Mediations Docs 2/25	49.25	2,411.51
02/21/2023	Billable Expense Charge		No	Mediation	2,500.00	4,911.51
04/09/2023	Billable Expense Charge		No	Legal Research/Westlaw	0.87	4,912.38
04/11/2023	Billable Expense Charge		No	Data Analysis	4,475.00	9,387.38
06/13/2023	Billable Expense Charge		No	Legal Research/Westlaw	66.10	9,453.48
06/22/2023	Billable Expense Charge		No	8306116 Madera	11.55	9,465.03
06/22/2023	Billable Expense Charge		No	8306116 Madera Stip&Order	20.00	9,485.03
Total for 0124 Valdez, Claudio v Labor Force Management					\$9,485.03	
TOTAL					\$9,485.03	

EXHIBIT 4

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
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

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.