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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

CLAUDIA GRANCIANO, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

SOUTHWIND FOODS, LLC, a California
Limited Liability Company; STAFFPOINT,
LLC, a California Limited Liability Company;
and DOES 1-50, inclusive,

Defendants.

Case No. BC538900

CLASS ACTION

**DECLARATION OF RAYMOND P.
BOUCHER IN SUPPORT OF
PLAINTIFFS' MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS'
FEES, COSTS, AND SERVICE AWARDS**

Date: November 27, 2018
Time: 10:00 A.M.
Dept.: 14 (Spring Street Courthouse)

*Assigned for All Purposes to:
Hon. Kenneth R. Freeman,
Dept. 14 (Spring Street)*

Action Filed: March 11, 2014
Trial Date: None
Five Year Statute: March 11, 2020

DECLARATION OF RAYMOND P. BOUCHER

I, Raymond P. Boucher, declare as follows:

1. I am an attorney duly admitted to practice before this Court. I am the named partner of Boucher LLP, co-counsel of record for the named Plaintiffs Claudia Granciano and Ricardo Contreras (collectively "Plaintiffs") and proposed Co-Class Counsel ("Class Counsel") in the above-captioned case against Defendants Southwind Foods, LLC ("Southwind"), Staffpoint, LLC ("Staffpoint"), Alliance Professional Business Solutions, Inc. ("Alliance"), as well as Cross-Defendant Ashwin Syal ("Syal") (collectively, "Defendants").

2. Additionally, I was a non-equity partner of the law firms of Khorrami Boucher Sumner Sanguinetti, LLP and Khorrami Boucher, LLP ("Khorrami"). During that time, members of the Khorrami firm worked on this case.

3. I make this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement. I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein.

I. INVESTIGATION AND DISCOVERY**A. Investigation and Pre-Litigation Work**

4. Between November 2013 and January 2014, on several occasions Plaintiff Granciano met and spoke with me and my co-counsel, Sahag Majarian of the Law Offices of Sahag Majarian II, and members of the Khorrami firm, regarding her employment with Defendants.

5. Following these meetings, we conducted an investigation and identified alleged wage and hour violations. Thereafter, Plaintiff Granciano retained the Law Offices of Sahag Majarian II and me to represent her in this lawsuit against Defendants.

B. The Pleadings and this Court's Jurisdiction

6. On March 11, 2014, we filed Plaintiff Granciano's Class Action Complaint ("Complaint") on behalf of Plaintiff Granciano and similarly situated individuals against Defendants in the Superior Court of California, County of Los Angeles. The Complaint alleged

1 the following violations: (1) Failure to Pay Wages for All Hours Worked (Lab. Code § 1194); (2)
2 Failure to Timely Pay Wages Upon Termination or Resignation (Lab. Code §§ 201 and 202); (3)
3 Failure to Furnish Accurate Wage Statements (Lab. Code § 226(a)); and (4) Unlawful, Deceptive,
4 and/or Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*).

5 7. Defendant Staffpoint filed a Notice of Appearance on August 28, 2014. Defendant
6 Southwind filed its Answer on November 4, 2014.

7 8. On May 10, 2015, Plaintiff Granciano filed a First Amended Complaint (“FAC”),
8 adding two additional causes of action following certain discovery; namely, Failure to Pay
9 Overtime Compensation (Lab. Code § 510) and Failure to Provide Meal Periods (Lab. Code §§
10 226.7 and 512), named Doe Defendant 1 as Alliance, and corrected a typographical error in the
11 proposed class definition. Southwind filed its Answer to the FAC on June 19, 2015, and also filed
12 a Cross-Complaint against Staffpoint, Alliance, and Syal for alleged breach of contract,
13 contractual indemnity, comparative indemnity and contribution, declaratory relief, promissory
14 fraud, and negligent misrepresentation.

15 9. On or about June 3, 2015, after discussing Plaintiff Contreras’s potential claims
16 against Defendants and his retention of Boucher LLP and Law Offices of Sahag Majarian II, my
17 office sent a letter on Plaintiff Contreras’s behalf to the Labor and Workforce Development
18 Agency (“LWDA”) providing notice under the Private Attorneys General Act of 2004, Labor
19 Code section 2698, *et seq.* (“PAGA”). The LWDA did not respond within the prescribed time to
20 advise of its intent to investigate.

21 10. On July 8, 2015, Plaintiff Granciano filed a Second Amended Complaint (“SAC”)
22 with leave of Court, adding Plaintiff Contreras as an additional named Plaintiff who, like Plaintiff
23 Granciano, seeks relief for alleged violations of California Labor Code section 226(a), but also
24 seeks relief pursuant to PAGA on behalf of himself and other aggrieved employees. On August 7,
25 2015, Defendant Southwind answered the SAC. On August 11, 2015, Defendant Staffpoint
26 answered the SAC. On September 17, 2015, Defendant Alliance answered the SAC. On February
27 8, 2016, the Court overruled Defendants Alliance and Syal’s Demurrer to Defendant Southwind’s
28 Cross-Complaint. Thus, the pleadings are at issue.

1 11. On July 2, 2018, the Court deemed as filed the Third Amended Complaint (“TAC”)
2 and that Defendants’ respective Answers to the Second Amended Class Complaint are deemed as
3 their Answers to the TAC.

4 **C. Early Litigation and Discovery Efforts**

5 12. Between April 2015 and January 2016, Plaintiffs and Defendants each served and
6 responded to written discovery, including document requests, form and special interrogatories, and
7 requests for admission, and each produced several hundred pages of responsive documents.
8 Plaintiffs and Defendants’ counsel met and conferred extensively over discovery issues, pursuant
9 to which the Parties produced documents including Defendants’ policies and procedures.

10 13. In November 2015, counsel for Plaintiffs, Defendants, and Cross-Defendants met
11 and conferred regarding participation in a potential private mediation and agreed to mediate the
12 case with the Honorable Carl J. West (Ret.) to explore possible resolution.

13 14. In advance of private mediation, the Parties agreed to an informal exchange of
14 additional information and documentation, including Defendants’ production of all relevant
15 written wage and hour policies and procedures necessary to evaluate Defendants’ employment
16 practices, as well as a representative sampling of Class Member time and payroll records, which
17 were necessary for Plaintiffs’ counsel to thoroughly analyze the potential scope of liability and
18 damages regarding the alleged claims as well as Defendants’ asserted defenses thereto.

19 **D. Mediation and Post-Mediation Efforts**

20 15. On February 25, 2016, Plaintiffs and Defendants and their respective counsel
21 participated in a full-day arm’s-length, private mediation session before Hon. Car. J. West (Ret.)
22 of JAMS in Los Angeles, California. The session was contentious and complicated by issues
23 which were unrelated to the merits of the class and representative claims; namely, the financial
24 condition and business status of certain Defendants. Plaintiffs’ counsel requested additional details
25 about certain Defendants’ financial condition which were provided before and at mediation, and
26 confirmed these issues exist and pose a challenge to the case. The mediation was a success and,
27 after a full-day session and extensive negotiations, as well as debate regarding the likelihood of
28 certification, and the merits of Plaintiffs’ claims and Defendant Southwind’s cross-claims, the

1 parties agreed to a proposed settlement of all claims and cross-claims with settlement terms
2 memorialized in a binding Memorandum of Understanding.

3 16. Between the February 25, 2016 mediation to approximately July 2017, my office
4 and counsel for Defendants and Cross-Defendants addressed a significant issue with Defendants'
5 recordkeeping in order to verify and augment the proposed Class List to be used with the proposed
6 settlement, which included substantial efforts by counsel to resolve with guidance from the Court,
7 and also required Class Counsel's advancement of litigation costs to Defendants Southwind and
8 Alliance each for data processing work they needed to do to complete the Class List, in order to
9 maintain key, favorable features of the terms of the proposed settlement (*i.e.*, the proposed direct
10 notice plan by U.S. Mail, an opt out settlement not requiring a claims process, etc.). The total cost
11 that my office advanced for data entry work Defendant Southwind contended was necessary to
12 complete the class list, but could not pay, was \$4,677.05. The total cost that my office advanced
13 for data entry work that Defendant Alliance contended was necessary to complete the class list,
14 but could not pay, was \$7,861.43. Thus, Class Counsel advanced a total of \$12,538.48 for these
15 costs. With that issue resolved, the parties were able to finalize the long form settlement
16 agreement, confirming that the settlement would ***not*** require a claims process for unidentified
17 Class Members and that notice could be mailed out directly to all Class Members identified
18 through Defendants' records.

19 17. In September 2017, Defendant Alliance advised that it had its corporate status
20 suspended and could not proceed with the settlement until the issue was resolved. That issue was
21 resolved in early December 2017, when Alliance's corporate status was reinstated. As such, the
22 parties obtained all signatures to the long form settlement agreement by January 22, 2018.

23 18. On July 2, 2018, the Court entered an Order granting Plaintiff's Motion for
24 Preliminary Approval of the proposed settlement after hearing on the same. In its Preliminary
25 Approval Order, the Court: (1) conditionally certified the Classes for settlement purposes; (2)
26 appointed Plaintiffs as Class Representatives; (3) appointed Boucher LLP and Law Offices of
27 Sahag Majarian II as Class Counsel; appointed Simpluris, Inc. as the "Settlement Administrator";
28 and (5) ordered dissemination of the Notice of Class Action Settlement. *See Exhibit 1.*

E. Determination of Fairness of Settlement Following Investigation and Discovery

19. My co-counsel and my firm, on behalf of Plaintiffs, have conducted substantial investigation and discovery and have exchanged with Defendants' counsel detailed information and data concerning the claims, defenses, and alleged damages at issue in this case. The parties also engaged in extensive adversarial and arm's-length negotiations, including a full-day mediation with Hon. Carl J. West (Ret.), who is a former judge of this Court and is highly regarded for his extensive experience mediating and resolving labor and employment disputes. The parties' participation in the full-day mediation and adversarial arm's-length negotiation efforts resulted in Plaintiffs and Defendants reaching the Settlement Agreement herein.

20. Plaintiffs and their co-counsel are sufficiently familiar with the facts of the case and the applicable state laws to make an informed judgment as to the fairness of the settlement. As Plaintiffs' counsel, we investigated the claims prior to filing suit and continued our investigation and analysis through discovery once the lawsuit was filed, including reviewing hundreds of pages of documents produced by Defendants, reviewing and considering Defendants' interrogatory responses and responses to requests for admission, and analyzing timekeeping and payroll data related to Plaintiffs' claims as well as information requested by Plaintiffs regarding other aggrieved employees and putative Class Members for mediation purposes. Plaintiffs' counsel also investigated, researched, analyzed, and considered the applicable law regarding Plaintiffs' claims, the defenses thereto, and the damages and other relief and remedies claimed by Plaintiffs, some of which were based on relatively novel theories of liability. Moreover, interviews with Plaintiffs and other putative Class Members provided valuable insight into the nature of Defendants' day-to-day operations and policies and practices. Based thereon, Plaintiffs' counsel were able to intelligently evaluate the strength of and value of the proposed class, collective, and representative claims.

21. My co-counsel and I believe the settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk, cost, and length of litigation. The amount recoverable as set forth in Plaintiffs' Memorandum of Points and Authorities in support of Plaintiffs' Final Approval Motion is fair and reasonable based on a review of all objective

1 evidence. The settlement that has been reached, subject to this Court's approval, is the product of
2 tremendous effort, and a great deal of expense by the parties and their counsel.

3 22. The settlement amount is, of course, a compromise figure. Plaintiffs and their
4 counsel took into account the risks that the proposed class would not be certified and, if certified,
5 possibly decertified at some later point, risks related to proof of Plaintiffs' claims, potential issues
6 with Defendants' finances and business circumstances that may impact recovery, and the strengths
7 and weaknesses of Defendants' defenses. These defenses, as set forth in more detail in the
8 accompanying Memorandum of Points and Authorities significantly affected the settlement
9 amount. The proposed settlement also took into account the possibility that if a settlement were
10 reached after additional years of litigation, the great expenses and attorneys' fees of litigation
11 would reduce the amount of funds available to Plaintiffs and Class Members for settlement. We
12 also took into consideration the time delay and financial repercussions of trial and the possibility
13 of an appeal by Defendants.

14 **II. THE SETTLEMENT**

15 **A. Settlement Documents**

16 23. My firm, together with Plaintiffs' co-counsel, Law Offices of Sahag Majarian II,
17 and Defendants' counsel have finalized the terms of the following documents: (1) Amended
18 Stipulation Regarding Class Action Settlement and Release ("Settlement Agreement" or "SA"), a
19 true and correct fully-signed copy of which is attached hereto as **Exhibit 2**.

20 24. A true and correct copy of the Notice Packet that was formatted and mailed out by
21 Simpluris, Inc. is attached as **Exhibit 3**. The Class Notice contained sufficient information to
22 allow Class Members to make an informed and intelligent decision about the settlement,
23 including: information on the meaning and nature of the action, the settlement class, and the Fair
24 Labor Standards Act ("FLSA") collective overtime claim, the procedures and requirements to seek
25 exclusion from the settlement, the procedures and requirements to object to the settlement, the
26 procedures and requirements to opt-into the FLSA Collective Action, the key terms and provisions
27 of the settlement for both the general settlement class and the FLSA Collective Action, the manner
28 in which payment to Class Members will be calculated, Class Counsel's application for attorneys'

1 fees and reimbursement of reasonable litigation costs for work performed for the benefit of Class
2 Members, the named Plaintiffs' service awards, counsel's and the Settlement Administrator's
3 contact information, the date, time, and place of the final approval/fairness hearing, and the
4 deadline for requesting exclusion or objecting to the proposed settlement.

5 **III. CLASS CERTIFICATION FACTORS ARE MET**

6 25. **Numerosity and Ascertainability:** Based upon Defendants' and the Settlement
7 Administrator's representations and the data entry work performed last year to generate the Class
8 List, the proposed settlement class involves approximately 869 putative Class Members. This
9 number more than satisfies the numerosity requirements pursuant to California Civil Procedure
10 section 382. The class definition is sufficiently specific to enable the parties, Class Members, and
11 the Court to determine the parameters of the class: All current and former non-exempt employees
12 employed by Southwind, Staffpoint, and/or Alliance who worked in any of Southwind's facilities
13 located in California at any time during the Class Period (March 11, 2010 through May 1, 2016).
14 Further, Class Members are ascertainable, as they have been identified through Defendants'
15 employee and/or payroll records, and the proposed class definition is sufficiently specific to enable
16 the parties, Class Members, and the Court to determine the parameters of the class.

17 26. **Predominance of Common Questions of Law and Fact:** Plaintiffs allege that, as
18 a result of Defendants' alleged uniform policies and practices, there are common questions of law
19 and fact as to the class that predominate over questions affecting only individual Class Members
20 including, without limitation: (1) Whether Defendants' rounding policies and practices
21 consistently inured to the benefit of Defendants; (2) Whether Defendants failed to compensate
22 Plaintiffs and Class Members for all hours worked; (3) Whether Defendants failed to pay all
23 overtime compensation to Plaintiffs and Class Members; (4) Whether Defendants failed to pay all
24 overtime compensation to Plaintiffs and members of the FLSA subclass; (5) Whether Defendants
25 failed to provide all meal periods to Plaintiffs and Class Members as required by California law;
26 (6) Whether Defendants failed and continue to fail to furnish complete and accurate itemized wage
27 statements in violation of Labor Code section 226, subdivision (a); (7) Whether Defendants'
28 conduct constitutes unfair competition within the meaning of Business and Professions Code

1 section 17200, *et seq.*; (8) With regard to Defendants' former non-exempt employees, whether
2 Defendants violated Labor Code section 202 by willfully failing to pay, without abatement or
3 reduction, all final wages owed in accordance with Labor Code sections 201, 201.3, 201.5, 202,
4 and 202.5; (9) Whether Defendants violated the FLSA; (10) Whether members of the Class are
5 entitled to compensatory damages and, if so, the means of measuring such damages; (11) Whether
6 members of the classes are entitled to injunctive relief; (12) Whether members of the classes are
7 entitled to restitution; (13) Whether Defendants are liable for reasonable attorneys' fees and costs
8 of suit; and (14) Whether Defendants' conduct was willful and reckless.

9 27. Defendants' counsel, while not admitting that there are common questions of law
10 and fact sufficient to justify class litigation, have acknowledged to Plaintiffs' counsel the risk that
11 such common questions might be found, and agrees for settlement purposes only that there are
12 potentially sufficient common questions to support creation of the proposed settlement class.

13 28. **Class Representatives' Adequacy and Typicality:** The claims of Plaintiffs and
14 proposed Class Representatives, Claudia Granciano and Ricardo Contreras, are typical of the class
15 because they were employed by Defendants as non-exempt employees and were subject to the
16 same allegedly non-compliant policies and procedures implemented by Defendants and applicable
17 to the class during the Class Period. Plaintiff Granciano was employed in non-exempt positions
18 with Defendants in California from September 2005 until approximately September 2013, during
19 which time she was subjected to Defendants' uniformly applied policies and practices that
20 routinely denied non-exempt employees compensation for all hours worked due to Defendants'
21 allegedly illegal rounding policy and practice, that failed to provide non-exempt employees with
22 an opportunity to take compliant meal periods, that failed to timely compensate non-exempt
23 employees for all hours worked upon termination, and that failed to provide non-exempt
24 employees with accurate itemized wage statements. Plaintiff Contreras was also employed in non-
25 exempt positions with Defendants in California from approximately November 2008 to July 3,
26 2015, during which time he was also subjected to Defendants' uniformly applied policies and
27 practices and was not provided with accurate itemized wage statement.

29. Plaintiffs are adequate Class Representatives as they will adequately and fairly represent the class and will not place their interests above any Class Member's interests. Plaintiffs' and their counsel's interests do not conflict with, and are not antagonistic to, those other members of the Class. Plaintiffs are former non-exempt employees of Defendants, who worked as non-exempt employees in California during the relevant time period. Plaintiffs worked under the same policies and procedures at issue and suffered the same alleged violations as all other putative Class Members. Their claims are identical to, and based on, the very same legal theories as the claims of each Class Member and arise from the same events, practices, and conduct of Defendants. As with all Class Members, Plaintiffs allege that Defendants engaged in various unlawful wage and hour practices described in the SAC.

IV. ATTORNEY COMPETENCE IN CLASS ACTIONS

30. The law firm of Boucher, LLP and its attorneys have significant experience prosecuting complex class and mass action litigation on behalf of plaintiffs. Attached as **Exhibit 4** and **Exhibit 5**, respectively, are true and correct copies of the Boucher, LLP firm resume and my curriculum vitae ("CV").

31. As set forth in the attached resume and CV, my firm and I have wide-ranging experience leading and managing a variety of complex litigation matters in state and federal courts, including Judicial Council Coordinated Proceedings ("JCCPs") in California state court, multi-district litigation ("MDLs") involving mass tort matters and class actions in federal courts, and state and nationwide class action lawsuits. A representative sampling of the cases in which attorneys from my firm and I have held lead, liaison or co-lead positions in several mass torts, class actions, and complex coordinated actions follows:

a. *Adlouni v. UCLA Health Systems Auxiliary, et al.*, Lead Case No. BC589243 (Superior Court of California, County of Los Angeles): Consolidated and related putative class action case arising from data breach of medical patient information. Boucher LLP is court-appointed Liaison Counsel for the Proposed Class.

b. *Abrica v. Tosco et al.*, Case No. BC239882 (Superior Court of California, County of Los Angeles): Mass tort relating to toxic refinery fire, which resolved successfully.

1 c. *Bartley v. Camarillo Miramonte Homeowners Association*, Case No.
2 SC020953 (Superior Court of California, County of Ventura): Class action against real estate
3 developers on behalf of individual unit owners of a condominium project for faulty construction
4 and repairs. The units were constructed over a high water table and on poor soils which expanded
5 and contracted, causing the units to sink, and causing floor slabs, foundations, and walls to crack.
6 The defendants knew about the defects, but did not disclose them. After receiving complaints,
7 developers failed to repair as promised. Homeowners complained the repairs were not performed,
8 or were not performed properly. Resolved on eve of trial.

9 d. *Black v. Blue Cross*, Case No. BC250339 (Superior Court of California,
10 County of Los Angeles): Certified class action against a health insurer for improper mid-year
11 contract modifications which led to a \$22.5 million settlement.

12 e. *Bustamante v. Southern California Gas Company, et al.*, Case No.
13 BC285598 (Superior Court of California, County of Los Angeles): Class action against energy
14 companies on behalf of California citizens for manipulation of the market for natural gas by
15 reporting false price and volume information to the price indices and industry publications that
16 were used to establish the cost of natural gas to end users, and the value of natural gas in the
17 commodities markets.

18 f. *Chavez v. Nestle USA, Inc.*, Case No.: CV09-9192 GW (CWx) (C.D. Cal.):
19 Class action to recover for false advertising in the marketing of a beverage for infants.

20 g. *Clergy Cases I & II*, JCCPs 4286, 4297, and 4359: Litigated childhood
21 sexual abuse cases against the Archdioceses of Los Angeles, San Diego, and Orange and other
22 Catholic entities with the total settlement exceeding \$1.2 billion.

23 h. *Colin Higgins Productions, LTD. v. Paramount Pictures Corporation*, Case
24 No. BC499179 (Superior Court of California, County of Los Angeles): Class action against movie
25 studio arising from studio's calculation of profit participation from home video distribution of
26 films. Final approval of class action settlement granted.

27 i. *Colin Higgins Productions, LTD. v. Universal City Studios, LLC*, Case No.
28 BC499180 (Superior Court of California, County of Los Angeles): Class action against movie

1 studio arising from studio's calculation of profit participation from home video distribution of
2 films. Final approval of class action settlement granted.

3 j. *County of Santa Clara v. Smithkline Beecham Corporation*, C.A. NO. 2:10-
4 cv-01637-CMR (E.D. Pa.): This is an action on behalf of the People of the State of California for
5 false advertising and deceptive business practices in the marketing, sales, and distribution of the
6 Type 2 Diabetes drug Avandia.

7 k. *Del Campo v. Hometown Buffet, Inc. et al.*, C.D. Cal. 2:14-cv-04378-RGK-
8 SH: Court-appointed as Class Counsel in wage and hour class and representative action against
9 restaurant chain. Final approval of settlement granted.

10 l. *Espinoza v. Vander-Bend Manufacturing, LLC*, Superior Court, County of
11 Santa Clara, Case No. 1-15-CV-283929: Court-appointed as Class Counsel in wage and hours
12 class and representative action brought on behalf of non-exempt employees in California. Final
13 approval of settlement granted.

14 m. *In re Crestor Products Liability Cases*, California JCCP No. 4713:
15 Appointed Plaintiff's Co-Liaison Counsel in coordinated proceeding involving alleged personal
16 injuries from ingestion and use of prescription drug Crestor. Confidential settlement reached.

17 n. *In re Transient Occupancy Tax Cases*, California JCCP 4472: Represented
18 the City of Los Angeles in a class action on behalf of all cities in the state of California to recover
19 unremitted occupancy taxes from certain online travel companies.

20 o. *In re Galvanized Steel Pipe Litigation*, Case No. BC174649 (Superior Court
21 of California, County of Los Angeles): Class action involving construction defects that resolved
22 successfully for \$41 million.

23 p. *In re Wholesale Electricity Antitrust Cases I & II*, California JCCP 4204-
24 00005 and 4204-00006: Actions in which the plaintiff sought to recover damages from energy
25 traders for unfair business practices.

26 q. *In re Wellpoint, Inc. Out-of-Network "UCR" Rates Litig.*, MDL No. 09-
27 2074 (C.D. Cal.): Served in a leadership role in a consolidated action to recover for
28 anticompetitive price fixing and for artificial deflation of medical payments and reimbursements,

1 leading to underpayments to doctors for medical care that they provided, and to artificially high
2 charges for out-of-pocket costs to insured individuals for medical care that they received.

3 r. *In re Wright Medical Technology, Inc., Conserve Hip Implant Products*
4 *Liability Litigation*, MDL No. 2329 and Wright California JCCP: Co-Lead Counsel and plaintiff's
5 Steering Committees in complex national and state complex litigations involving defective hip
6 system product. Settled certain claims pending in the MDL and JCCP for \$240 million.

7 s. *In re Yaz, Yasmin, Ocella Contraception Cases*, California JCCP No. 4608
8 (Superior Court of California, County of Los Angeles): Serves as liaison counsel to the court.
9 This coordinated proceeding involves personal injury actions resulting from ingestion of the oral
10 contraceptives Yaz, Yasmin, and Ocella.

11 t. *Johnson & Johnson Talcum Powder Cases*, JCCP No. 4872: Court
12 appointed Plaintiffs' Co-Liaison Counsel in coordinated proceeding involving alleged personal
13 injuries from use of talc products.

14 u. *Lopez, et al. v. Citrus Valley Health Partners, Inc.*, Superior Court, County
15 of Los Angeles, Case Nos. BC544139 and BC545110. Court-appointed as Class Counsel in wage
16 and hour class and representative actions against large California hospital entity. Final approval of
17 settlement granted.

18 v. *Reyes v. Pentagon Technologies Group, Inc.*, Superior Court, County of
19 Alameda, Case No. HG15767111: Court-appointed as Class counsel in wage and hour class and
20 representative action brought on behalf of non-exempt employees in California. Final approval of
21 settlement granted.

22 w. *Silver v. Del Webb*, Nevada Case No. A437325: A certified class
23 construction defect suit involving the installation of faulty plumbing systems in new homes. The
24 litigation resulted in a \$21 million settlement.

25 x. *Skeen, et al. v. BMW of North America LLC, et al.*, Case No. 2:13-cv-1531-
26 WHW-CLW (Dist. N.J.): Court-appointed Co-Lead Class Counsel in nationwide class action
27 involving alleged claims for breach of warranties and violations of state consumer protection
28 statutes for automobile defects in Mini vehicles. Final approval of settlement granted.

1 y. *Zoloft Birth Defects Cases*, JCCP No. 4771: Appointed Plaintiff's Co-Lead
2 Counsel in coordinated proceeding involving alleged birth defect claims arising from mother
3 Plaintiff's use and ingesting of prescription anti-depressant drug.

4 32. As more fully set forth in my CV, throughout my career I have also held numerous
5 leadership positions with various legal organizations. I was the 2007 President of Consumer
6 Attorneys of California ("CAOC"), and the 2005 President of Consumer Attorneys Association of
7 Los Angeles ("CAALA"). I have served as a member of the Board of Directors of Public Justice;
8 the California State Delegate to the American Association of Justice; a member of the Pepperdine
9 School of Law Board of Visitors; a member of the Diversity in Law Foundation; and the
10 California State Delegate to the Association of Trial Lawyers of America. I also previously served
11 on the Los Angeles County Bar Association Board of Directors.

12 33. I have been honored with numerous awards and distinctions for my work. Notably,
13 I was the recipient of the Los Angeles Daily Journal Trial Lawyer of the Decade, 2001-2010, in
14 particular for my work in California JCCPs entitled Clergy Cases I & II, JCCPs 4286, 4297, and
15 4359. In 2007, I received both the CAALA and CAOC Trial Lawyer of the Year Awards. I have
16 also received the Trial Lawyer of the Year Award from the Orange County Trial Lawyers
17 Association. I have also received the CLAY award from California Lawyer Magazine, which
18 recognizes attorneys from across the state whose achievements have made a profound impact on
19 the law. Additionally, the Honorable Chief Justice Ronald George and the California State Bar
20 honored me with an award for my efforts on behalf of court funding and on behalf of the State
21 Courts of California. In 2006, I was presented with the David S. Casey, Jr. Consumer Advocate
22 Award by the Consumer Attorneys of San Diego; and the Justice Armand Arabian Award by the
23 Project Sister organization. The California League of Conservation Voters awarded me with the
24 2005 Environmental Leadership Award for my longstanding dedication to the environment and
25 public health rights of individuals, and I was the recipient of the Ted Horn Memorial Award, a
26 CAALA honor for the selfless gift of one's talent. Additionally, I have been the recipient of
27 numerous Presidential Awards, Awards of Merit and Commendation from Trial Bars around the
28 country.

1 34. I personally have extensive trial experience and have briefed and argued many
2 appeals before the Ninth Circuit Court of Appeals and California Courts of Appeal.

3 35. I am a frequent speaker at CAOC, CAALA, AAJ, law schools, and National
4 College of Advocacy seminars and various educational conventions throughout the country.

5 36. I spend a considerable amount of time performing pro bono work and community
6 service. I began my career doing pro bono work with Cesar Chavez and the United Farm Workers.
7 More recently, I took a humanitarian trip to Uganda to assist improving the Juvenile Justice
8 system. I have spearheaded fundraisers for various local, state, and national organizations.

9 37. I frequently advise U.S. Senators and Representatives, as well as California State
10 Senate, Assembly, and Constitutional Officers about legal and political issues. In the fall of 2004,
11 I helped lead the fight to defeat Proposition 64, which sought to limit the ability to bring
12 environmental polluters to justice. I have received commendations from U.S. Senators Barbara
13 Boxer and Diane Feinstein, from numerous Congressmen and women, including U.S. Flags flown
14 over the U.S. Capitol for my humanitarian efforts. Likewise, I have received commendations from
15 the Governor, Lt. Governor, State Senate, State Assembly, Mayor of Los Angeles, and the Board
16 of the Los Angeles City Council.

17 38. I have been involved in this matter, *Granciano, et al. v. Southwind Foods, LLC, et*
18 *al.*, Case No. BC538900, from its inception and have spent significant time investigating the
19 alleged claims. I have allocated a significant amount of time and money to develop the case. My
20 firm, Boucher, LLP, has the resources, both financially and personnel-wise, to pursue this type of
21 litigation. Boucher, LLP presently employs nine lawyers and works with one attorney who is of
22 counsel to the firm, in addition to employing several litigation assistants, paralegals, and other
23 support staff. It has committed to technology and has invested in complex litigation software tools
24 that allow it to litigate a case of any size and scope. The firm's lawyers are also widely
25 acknowledged by their peers as possessing the skills and resources to litigate class actions and
26 other complex civil matters effectively and efficiently.

27 39. Plaintiffs and their counsel in this matter are sufficiently familiar with the facts of
28 the case and the applicable laws to make an informed judgment as to the fairness of the settlement.

1 As Plaintiffs' co-counsel, we conducted substantial investigation of aggrieved employees' and
2 class members' claims prior to filing suit and continued our investigation and analysis through
3 discovery once the lawsuit was filed, including reviewing hundreds of pages of documents
4 produced by Defendants, reviewing and considering Defendants' interrogatory responses and
5 admissions, and analyzing timekeeping and payroll data related to Plaintiffs' claims as well as
6 information requested by Plaintiffs regarding aggrieved employees and class members for
7 mediation purposes. Plaintiffs' co-counsel also investigated, researched, analyzed, and considered
8 the applicable law regarding Plaintiffs' claims, the defenses thereto, and the damages and other
9 relief and remedies claimed by Plaintiffs, some of which were based on relatively novel theories of
10 liability. Based thereon, Plaintiffs' co-counsel were able to intelligently evaluate the strength of
11 and value of the alleged claims.

12 40. The proposed settlement between Plaintiffs and Defendants was reached after hard-
13 fought litigation, including investigation and discovery, and arm's-length negotiations between the
14 parties during a full-day mediation on February 25, 2016, in front of mediator Judge West.

15 41. In my judgment, and based on my consideration of the claims and defenses alleged,
16 the settlement is a fair, adequate, and reasonable resolution of the subject claims. Plaintiffs have
17 obtained a class wide settlement for the benefit of Class Members, whereby Defendants agree, in
18 consideration for the release of all claims asserted in the action against Defendants, or that could
19 have been asserted against the Defendants, based upon the facts alleged in the TAC to be filed
20 with the Court, by Plaintiffs or any Settlement Class member, under the California Labor Code,
21 California Wage Orders, California Unfair Competition Law, PAGA, and FLSA, from March 11,
22 2010 through May 1, 2016 (collectively "Released Claims") of Settlement Class members, to pay
23 Seven Hundred Fifty Thousand Dollars (\$750,000) (the "Gross Settlement Fund") to settle this
24 Action. The administrative costs, Court-approved Service Payments, attorneys' fees and costs,
25 and PAGA Payment in connection with the Settlement Class members' claims under PAGA shall
26 be deducted from the Gross Settlement Fund ("Net Settlement Fund"). Currently, assuming this
27 Court approves the amounts requested for attorneys' fees, costs, and service awards, the PAGA
28

1 Payment and Service Payments, the Net Settlement Fund is estimated to be Four Hundred Thirty-
2 Six Thousand Twenty-Five Dollars (\$436,025).

3 **V. CLAIMS ANALYSIS**

4 42. I am providing evidence to enable the Court to ensure that the recovery represents a
5 reasonable compromise by providing an understanding of the amount that is in controversy and
6 the realistic range of outcomes of the litigation through submission of information that will enable
7 the Court to make an independent assessment of the adequacy of the settlement terms. Plaintiffs'
8 exposure analysis is as follows:

9 **A. Minimum Wage Claim**

10 Plaintiff Granciano alleges a minimum wage claim based on Defendants' failure to pay
11 wages owed as a result of Defendants' failure to compensate Class Members and her for all time
12 worked due to Defendants' alleged illegal rounding practices. Defendants allegedly rounded
13 Plaintiff Granciano and Class Members' time worked for purposes of calculating compensation in
14 a manner that consistently inured to the benefit of Defendants, thus failing to compensate them for
15 all hours worked as required by California law. Plaintiff Granciano also alleges that Defendants
16 automatically deducted 30 minutes of time for "meal breaks" not received. Thus, Defendants
17 regularly failed to pay Plaintiff Granciano and Class Members at least minimum wages due to the
18 allegedly illegal rounding policy and failed to compensate Plaintiff Granciano and Class Members
19 for time worked during meal periods. Plaintiff Granciano calculated the potential exposure on this
20 claim as approximately \$491,594.

21 However, the full exposure amount has to be discounted for risks of prevailing on class
22 certification and at trial on the merits regarding liability and damages. Plaintiff Granciano felt this
23 class claim faced considerable challenges. A time-rounding policy is lawful "if the rounding
24 policy is fair and neutral on its face and it is used in such a manner that it will not result, over a
25 period of time, in failure to compensate the employees properly for all the time they have actually
26 worked." *See's Candy Shops, Inc. v. Superior Court*, (2012) 210 Cal.App.4th 899, 907. Thus,
27 Defendants' time-rounding policy and practice would only be unlawful if it was implemented in
28 such a way as to "systematically" undercompensate employees over time by, for instance, only

1 rounding down to benefit the employer. *Id.* at 902. *See also Corbin v. Time Warner*
2 *Entertainment-Advance/Newhouse Partnership*, 821 F.3d 1069, 1075-79 [holding that the
3 employee's compensation records demonstrated that the time-rounding policy was neutral in
4 application because sometimes the employee came out ahead and sometimes he came out behind
5 due to the time-rounding]. In light of the law as applied to the facts of the case, Plaintiff Granciano
6 thought she had a 50% chance of prevailing at class certification. This claim also presented issues
7 of proof regarding liability and damages; therefore, Plaintiff Granciano thought she had a 50%
8 chance of prevailing. As such, Plaintiff Granciano felt that the more likely potential exposure on
9 this claim was approximately \$122,899.

10 **B. Failure to Pay Overtime**

11 Plaintiff Granciano alleges Defendants' failed to pay overtime wages for work performed
12 in excess of eight hours in a workday or forty hours in a workweek. Defendants' alleged payroll
13 policies and procedures of illegally rounding time as well as automatically deducting thirty
14 minutes of Plaintiff Granciano and Class Members' total time worked and attributing that to a
15 meal period without pay resulted in Plaintiff Granciano and Class Members working in excess of
16 eight hours in a workday and/or forty hours in a workweek, but without being compensated
17 overtime wages earned for this time. Pursuant to Labor Code section 510, "[a]ny work in excess of
18 eight hours in one workday and any work in excess of 40 hours in any workweek ... shall be
19 compensated at the rate of no less than one and one-half the regular rate of pay for any employee
20 ... [and] [a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less
21 than twice the regular rate of pay for an employee." Plaintiff Granciano's counsel took into
22 consideration that this claim faced challenges due to the potential for individualized issues among
23 Class Members' scheduled hours of work and the fact that Defendants have adamantly represented
24 that its timekeeping policies are compliant.

25 Plaintiff Granciano calculated the potential exposure on this claim as approximately
26 \$1,603,689. However, the full exposure amount has to be discounted for risks of prevailing on
27 class certification and at trial on the merits regarding liability and damages. This was a relatively
28 strong claim. Plaintiff Granciano believed she had a 50% chance of prevailing at class certification

1 based on the facts. However, this claim also presented issues of proof regarding liability of
2 underpayment of overtime pay; therefore, Plaintiff Granciano thought she had a 50% chance of
3 prevailing on liability/damages. As such, Plaintiff Granciano felt that the real exposure on this
4 claim was approximately \$400,933.

5 **C. Meal Break Claim**

6 Plaintiff Granciano alleges a meal break claim based on Defendants' failure to provide a
7 meal period for shifts longer than five hours worked, and failure to provide a second meal period
8 for shifts longer than ten hours worked. Pursuant to section 12(b) of the IWC Wage Orders,
9 Defendants are liable for one additional hour of pay at the employee's regular rate of pay for each
10 workday in which there was a meal break violation. However, under *Brinker Restaurant Corp. v.*
11 *Superior Court*, (2012) 53 Cal.4th 1004, 1021, employers are not required to "police" meal breaks
12 to ensure that no work is performed. As such, some courts have found that meal period claims are
13 "inherently individualized" and reject class and representative PAGA claims. *See, e.g., Amey v.*
14 *Cinemark USA, Inc.*, 2015 WL 2251504, at * 2 (N.D. Cal. 2015); *Ali v. U.S.A. Cab Ltd.*, (2009)
15 176 Cal.App.4th 1333, 1341.

16 Plaintiff Granciano calculated the potential exposure on this claim to be approximately
17 \$2,138,253. However, this full exposure amount has to be discounted for risks of prevailing on
18 class certification and at trial on the merits regarding liability and damages. Plaintiff Granciano
19 thought she had a 50% chance of prevailing at class certification based on the fact that this could
20 be a pay policy issue and because of individualized defenses that may exist given the various
21 locations at issue. Therefore, Plaintiff Granciano thought she had a 50% chance of prevailing on
22 liability/damages. As such, Plaintiff Granciano felt that the real exposure for this claim was
23 approximately \$534,563.

24 **D. Labor Code Section 203 Claim (Waiting Time Penalties)**

25 Plaintiffs allege a direct Labor Code section 203 claim based on Defendants' failure to
26 timely pay all wages owed upon discharge or termination, and a derivative Labor Code section
27 203 claim based on Defendants' failure to pay wages owed.

1 Plaintiffs calculated the potential exposure on this claim to be approximately \$2,052,722.
2 However, this full exposure amount has to be discounted for risks of prevailing on class
3 certification and at trial on the merits regarding liability and damages. Plaintiffs thought they had a
4 50% chance of prevailing at class certification based on the fact that this was a derivative claim of
5 the prior wage and hour arguments. Plaintiffs thought they had a 50% chance of prevailing on
6 liability as Plaintiffs would have to show a “willful” violation, which could be very difficult as the
7 underlying claims are based on case law that has been constantly evolving; therefore, a finding of
8 willfulness was uncertain. This is also a penalty, not a wage violation, and the Court has discretion
9 to award this penalty, which creates further risk. As such, Plaintiffs felt that the real potential
10 exposure for this claim was approximately \$513,180, based on these risks.

11 **E. Labor Code Section 226 Claim (Wage Statement Penalties)**

12 Plaintiffs claim a derivative wage statement violation because Defendants do not comply
13 with the requirements of Labor Code section 226 based on an alleged failure to pay regular and
14 overtime wages and failure to pay premium pay for missed meal periods. The exposure on this
15 claim is approximately \$3,628,000. This claim also has a one year statute of limitations based on
16 the California Supreme Court’s decision in *Murphy v. Kenneth Cole Productions, Inc.*, (2007) 40
17 Cal. 4th 1094.

18 However, this full exposure amount has to be discounted for the risks of prevailing on
19 class certification and at trial on the merits regarding liability and damages. Plaintiffs thought they
20 had a 50% chance of prevailing at class certification based on the fact that the direct claim is a
21 common issue for all Class Members, though the derivative claim may raise ascertainability
22 issues. Defendants however argued that Plaintiffs could not meet Labor Code section 226’s injury
23 requirement. Plaintiffs thought they had a 50% chance of prevailing on liability, because they
24 would have to show a “knowing and intentional” violation, which, like the waiting time claim,
25 could be very difficult as the underlying claims are based on case law that has been constantly
26 evolving; therefore, a finding of willfulness was uncertain. Also Plaintiffs would have to show
27 class wide “injury.” As such, Plaintiffs felt that the real exposure for this claim was approximately
28 \$907,000, based on these risks.

F. Labor Code Section 2699 Claim (PAGA Violations)

PAGA allows for a “default” \$100.00 penalty for initial violations and a \$200.00 penalty if subsequent violations are shown per pay period per putative class member. Seventy-five percent of the awarded penalties goes to the State and only twenty-five percent to the employees. Plaintiffs calculated the potential exposure on this claim to be approximately \$4,009,300. This is a discretionary penalty and Plaintiffs do not believe this Court would award PAGA penalties on top of other penalties. Section 2699(e)(2) gives a court the discretion to reduce the amount of PAGA penalties when doing so would otherwise result in an award that is unjust, arbitrary, and oppressive, or confiscatory. Plaintiffs are aware that some courts have significantly reduced PAGA penalties. Also, some courts have imposed a manageability requirement before a PAGA claim can proceed. For all of these reasons, Plaintiffs are aware that in many wage and hour settlements, a small amount is allocated for PAGA penalties. As such, Plaintiffs do not believe this added significant value to the settlement. Specifically, PAGA claims are discounted by greater orders of magnitude than the already discounted California and FLSA claims. *Viceral v. Mistras Group, Inc.*, (2016) WL 5907869. First, in pursuing PAGA claims, Plaintiffs face the same risks on the merits, which, as noted above, are considerable. Second, the PAGA statute permits a trial court to “exercise its discretion to award lesser penalties based on the enumerated considerations.” *Id.*, citing *Thurman v. Bayshore Transit Mgmt., Inc.*, (2012) 203 Cal.App.4th 1112, 1135; Lab. Code § 2699(e)(2). Thus, where a settlement for a class is robust, the statutory purposes of PAGA may be fulfilled even with a relatively small award on the PAGA claim itself, because such “a settlement not only vindicates the rights of the class members as employees, but may have a deterrent effect upon the defendant employer and other employers, an objective of PAGA.” *Id.* Plaintiffs propose to attribute \$10,000 to PAGA claims, which is 1.3% of the total value of the Gross Settlement Fund of \$750,000. Other cases have approved a much smaller attribution to PAGA. *See Viceral, supra*, 2016 WL 5907869 [court approved PAGA distribution of less than one percent of total settlement]; *see also Nordstrom Comm’n Cases*, (2010) 186 Cal.App.4th 576, 589 [trial court did not abuse its discretion in approving a settlement that does not allocate a portion of recovery to PAGA claims]. As such, the amount being attributed to PAGA should be sufficient.

1 **G. 29 U.S.C. §§ 201, *et seq.* (FLSA Violation)**

2 The FLSA provides that “no employer shall employ any of his employees ... for a
3 workweek longer than forty hours unless such employee receives compensation for his
4 employment in excess of the hours above specified at a rate of not less than one and one-half times
5 the regular rate at which he is employed.” 29 U.S.C. § 207(a). It provides for payment of lost
6 wages and an additional equal amount as liquidated damages. However, the overtime claim is
7 already covered by the California overtime claim as the release is limited to alleged Labor Code
8 violations that occurred during the relevant time period. Also, only Class Members who opt-in to
9 the settlement will release the FLSA claim. As such, Plaintiffs do not believe this Court would
10 award additional liquidated damages under the FLSA where Class Members already recover under
11 California law for the same overtime violations.

12 43. Plaintiffs obtained a class wide settlement for the benefit of Class Members,
13 whereby Defendants and Cross-Defendants will collectively pay \$750,000 in a no claims made,
14 non-reversionary settlement for the benefit of Settlement Class members. The settlement of
15 \$750,000 represents approximately 30% of the \$2,478,575 maximum settlement value, which is
16 an excellent result for the class. Plaintiffs and their co-counsel consider this to be a good
17 settlement for the Class Members, taking into account all issues and risks related to liability,
18 damages, and class certification, and also considering the case law regarding fair, reasonable, and
19 adequate settlements. *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir.
20 1982) [“It is well-settled law that a cash settlement amounting to only a fraction of the potential
21 recovery does not . . . render the settlement inadequate or unfair”]; *In re Omnivision Technologies,*
22 *Inc.*, 2007 U.S. Dist LEXIS 95616, at 21 (N.D. Cal. 2007) [noting that certainty of recovery in
23 settlement of 6% of maximum potential recovery after reduction for attorneys’ fees was higher
24 than median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3%
25 from 2002 through 2006].

26 44. The strength of this settlement is highlighted by the risks of further litigation. Even
27 if Plaintiffs were to obtain certification and prevail on the merits, a legitimate controversy exists as
28 to each cause of action. Proving the amount of damages due to each individual Class Member

1 would also be an expensive and time-consuming process. Moreover, continued litigation would
2 inevitably delay payment to Class Members, and that is assuming that the Defendants and Cross-
3 Defendants remain solvent and able to pay. Given the analysis of certain Defendants' and Cross-
4 Defendants' financial and business status, that was a real risk and concern that needed to be
5 accounted for.

6 **VI. CLASS REPRESENTATIVES SERVICE AWARDS**

7 45. I believe that a Class Representative Service Award of Ten Thousand Dollars
8 (\$10,000) for each Plaintiff and Class Representative, Ms. Granciano and Mr. Contreras, is fair and
9 reasonable. Plaintiffs initially informed counsel of the policies and procedures of Defendants at
10 issue, and have respectively put a significant amount of time and effort into this litigation,
11 including: remaining in regular and consistent contact with Plaintiffs' counsel throughout the
12 course of investigation, the litigation itself, and the settlement process, collecting and providing to
13 Plaintiffs' counsel all of the documents in their possession, reviewing numerous pages of
14 documents provided by Defendants, discussing their work experience with Plaintiffs' counsel,
15 reviewing and responding to written sets of discovery requests by Defendants, having their
16 depositions taken, participating in a full-day of mediation, and reviewing the settlement terms and
17 written settlement agreement. Plaintiffs have impressed us all by sharing their experiences and
18 from time to time asking questions that helped us see issues in a different light. All in all,
19 Plaintiffs have been diligent and acted above and beyond that of which is expected of a class
20 representative throughout all stages of the litigation, up to and including preliminary approval of
21 class action settlement. There are few individuals that are willing to act as a class representative
22 and provide the work, diligence, and willingness to assume the substantial risk should the
23 Defendants have prevailed in this case. Plaintiffs' willingness to assume the financial risk is
24 significant as California law states that the losing party must pay the prevailing party's costs. As
25 such, if Plaintiffs would have not prevailed in this case, they could have been subjected to a cost
26 award in the amount of several thousands of dollars. Additionally, Plaintiffs have faced and will
27 continue to face the reputational risk among potential employers that could adversely impact their
28 future job opportunities, because they may be viewed as litigious by certain prospective

1 employers. Their names are attached to public documents regarding this lawsuit, including the
2 settlement approval documents and class notice that are available online. This is a significant
3 concern.

4 46. I, together with my co-counsel Sahag Majarian, believe that no action would likely
5 have been taken by Class Members individually, and no compensation would have been recovered
6 for them, but for Plaintiffs' willingness to serve as Class Representatives on Class Members'
7 behalf. In addition, by actively pursuing this action, Plaintiffs furthered California's public policy
8 goal of enforcing the State's wage and hour laws. *See Sav-On Drug Stores, Inc. v. Superior Court*,
9 (2004) 34 Cal. 4th 319, 340 [recognizing the "clear public policy" that is specifically directed at
10 the enforcement of California wage laws]. The result of the settlement is very good and will
11 provide substantial monetary compensation to those Class Members that do not elect to exclude
12 themselves from the settlement, and the requested service awards do not significantly reduce the
13 total amount of the Gross Settlement Fund.

14 47. Finally, Plaintiffs have signed a general release for claims related to their
15 employment with Defendants, so they cannot pursue any other potential claims arising from the
16 same set of facts.

17 48. As such, Plaintiffs' counsel believes that a \$10,000 service award for each
18 Plaintiffs' service as a Class Representative is fair and reasonable. It is just over 1% of the total
19 monetary recovery in the settlement, which is reasonable. Additional bases for granting this
20 request are set forth in the supporting declarations of Plaintiffs and in Plaintiffs' motion for fees,
21 costs, and service awards.

22 **VII. ATTORNEYS' FEES & COSTS**

23 49. In the present case, Class Counsel is requesting attorneys' fees not to exceed Two
24 Hundred Forty-Nine Thousand Nine Hundred Seventy-Five Dollars (\$249,975), and the
25 reimbursement of litigation costs of Twenty-Six Thousand Dollars (\$26,000), as supported by
26 declarations from Plaintiff's counsel, from the Gross Settlement Fund. Plaintiffs' counsel believes
27 the attorneys' fees and litigation cost reimbursement request to be supported by the significant
28 work performed by counsel, the costs invested, the size of the settlement, and benefits to Class

Members, as well as future commitments required to ensure that the settlement terms are fulfilled. Plaintiffs' counsel believe that this request is fair and reasonable in view of the typical common fund attorneys' fees awards and cost reimbursements sought in similar California class action wage and hour settlements. Plaintiffs' counsel are submitting detailed statements of costs and expenses in support of this request.

50. Plaintiffs' co-counsel agreed to a fee split of 50% to Boucher, LLP, and 50% to Law Offices of Sahag Majarian II, and Plaintiffs have provided their written approval of this fee splitting arrangement. Attached as **Exhibit 6** is a true and correct copy of the written fee split agreement signed by counsel and Plaintiffs.

A. The Work Performed in This Litigation

51. Throughout this litigation, the lawyers representing Plaintiffs and Class Members worked in a collaborative and efficient manner to provide excellent representation while minimizing duplication wherever possible. Class Counsel considered and decided case strategy and the issues at hand, then delegated tasks. For example, certain attorneys were assigned to various tasks, such as conducting informal discovery or to research or motions practice, whereas other attorneys were assigned to research and analysis of key issues in the case. At times, attorneys would jointly take on the primary responsibility of a task, and at other times, one attorney would handle a task based on the assessment of the time and resources needed for the task. To avoid redundancy and unnecessary expense, to the extent possible, Class Counsel also assigned certain attorneys to appear for certain hearings and conferences.

B. The Attorneys' Fees and Costs Incurred

52. **Boucher, LLP:** The summary schedule attached as **Exhibit 7**, respectively, and further summarized below, together with the detailed time and lodestar records being lodged with the Court *in camera*, are a true and correct reflection of the time spent working on this case by Boucher, LLP¹. The summary schedules were prepared based on the lodged, contemporaneous

¹ For purposes of this briefing, Boucher LLP means the attorneys and staff at Boucher LLP, as well as Raymond P. Boucher of Law Offices of Raymond Boucher, APC.

time records of all work performed. All of the tasks performed, and the time expended, were reasonable and necessary for the prosecution and ultimate settlement of the claims of Plaintiff and the Class. The schedules and time and lodestar records lodged with the Court indicate a total of **350.6** hours and a total lodestar for work performed by Boucher, LLP of **\$198,076** as of October 24, 2018, which was calculated based on the hourly rate in effect at the time the work was performed. The current rates have been approved by other courts, including in the following recently settled wage and hour class actions: *Del Campo v. Hometown Buffet, Inc. et al.*, C.D. Cal., Case No. 2:14-cv-04378; *Espinoza v. Vander-Bend Manufacturing, LLC*, Santa Clara County Sup. Ct., Lead Case No. 1:15-CV-283929; *Lopez v. Citrus Valley Health Partners, Inc.*, Los Angeles County Sup. Ct., Case No. BC544139; *Moppin v. Los Robles Regional Medical Center*, C.D. Cal. Case No. 5:15-CV-01551-JGB-DTB.

53. A summary of Boucher, LLP's lodestar calculation sorted by professionals is set forth as follows:

NAME	STATUS	HOURS	RATE	LODESTAR
Raymond P. Boucher (Rate 1)	Partner	21.2	\$ 890.00	\$ 18,868.00
Raymond P. Boucher (Rate 2)	Partner	9.7	\$ 1,100.00	\$ 10,670.00
Shehnaz M. Bhujwala	Partner	157.1	\$ 750.00	\$ 117,825.00
Brandon K Brouillette	Associate	21.3	\$ 395.00	\$ 8,413.50
Lauren Burton	Law Clerk	28.9	\$ 395.00	\$ 11,415.50
Christine Cramer	Paralegal	39.8	\$ 185.00	\$ 7,363.00
Eliza Donay	Paralegal	0.3	\$ 185.00	\$ 55.50
Alexander Gamez	Associate	2.0	\$ 395.00	\$ 790.00
Sharon Gordillo	Paralegal	2.7	\$ 185.00	\$ 499.50
Sandra Haro	Paralegal	22.6	\$ 185.00	\$ 4,181.00
Avery Kunstler	Paralegal	0.3	\$ 185.00	\$ 55.50
Neil M. Larsen	Associate	30.1	\$ 495.00	\$ 14,899.50
Maria L. Weitz	Partner	0.6	\$ 750.00	\$ 450.00
Tricia Yue	Paralegal	14.0	\$ 185.00	\$ 2,590.00
TOTALS		350.6		\$ 198,076.00

54. A summary of Boucher, LLP's calculation of time spent on this case, sorted by category of work performed, is set forth as follows:

CATEGORY	TIME
Analysis / Strategy / Attorney Meetings	22.6
Case Administration/Management	20.4
Client Communication/Meetings	8.3
Court Appearances	10.9
Discovery	35.6
Document Review	.9
Experts / Consultants	1.1
Fact Investigation / Development	4.7
Research	6.2
Pleadings / Motions	108.7
Settlement / Mediation	117.2
TOTAL	350.6

55. Attached hereto as **Exhibit 8** is a true and correct summary of expenses incurred by Boucher, LLP during the course of this litigation, including court filing fees, attorney service fees, mediation fees, photocopy services and costs, fax costs, postage costs, and mileage/parking costs. The total amount of Boucher LLP unreimbursed litigation costs is: \$17,342.98. Class Counsel was also required to advance the litigation costs to Defendants Southwind and Alliance each for the data processing work they needed to do to complete the Class List. Nearly half of the costs incurred by Class Counsel involved the advancement by Class Counsel of \$12,538.48 for the cost of necessary third party data entry that two of the Defendants, Southwind Foods and Alliance had to perform in order to complete the Class List. If Class Counsel had not advanced the cost of this data entry work, the Class List would not have been completed and parties would not have been able to offer Class members a "no-claims" settlement with a direct class notice mailing program. The expenses pertaining to this case are reflected in the books and records of my firm. This expense summary was prepared based on expense vouchers, check records and other documents and is an accurate record of the expenses. **Exhibit 8** indicates the total of unreimbursed expenses incurred by Boucher, LLP to date in connection with the prosecution of this litigation after reimbursement by co-counsel of certain costs. The expenses mostly relate to filings (copy costs,

overnight services, postage), e-service, the data entry work described herein, research costs, parking and mileage reimbursements for court appearances and mediation, and other reasonable case costs. I believe the litigation expenses incurred were reasonable and necessary given the complex nature and scope of the case.

56. Thus, the total number of hours expended by Boucher LLP on this case as reflected above is **350.6 hours**. The total combined lodestar for work performed by Boucher LLP as reflected herein is **\$198,076**. The total amount of expenses incurred by the Khorrami firm for this case is **\$17,342.98**.

57. **Khorrami Firm:** The summary schedule attached as **Exhibit 9**, and further summarized below, together with the detailed time and lodestar records being lodged with the Court *in camera*, are a true and correct reflection of the time spent by attorneys and paralegals at the Khorrami firm working on this case. The summary schedules were prepared based on the lodged, contemporaneous time records of all work performed. All of the tasks performed, and the time expended, were reasonable and necessary for the prosecution and ultimate settlement of the claims of Plaintiffs and the Class. The schedules below and time and lodestar records lodged with the Court indicate a total of **33.2** hours of work performed and a total lodestar of **\$13,114**, which was calculated based on the hourly rate in effect at the time the work was performed.

58. A summary of the Khorrami firm's lodestar calculation sorted by professionals is set forth below:

PROFESSIONAL	HOURS	RATE	LODESTAR
Associates			
Scott Tillett	31.7	\$ 395.00	\$12,521.50
Corina Valderrama	1.5	\$ 395.00	\$592.50
TOTAL	33.2	-	\$13,114.00

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59. A summary of the Khorrami firm's lodestar calculation sorted by categories of work performed is set forth as follows:

CATEGORY	TIME	LODESTAR
Pleadings and Pre-Trial Motions	25.5	\$10,072.5
Fact Investigation/Development	7.7	\$3,041.50
TOTAL	33.2	\$13,114.00

60. Attached hereto as **Exhibit 10** is a true and correct summary of expenses incurred by the Khorrami firm from case initiation to December 13, 2014, including court filing fees, attorney service fees, photocopy services and costs, fax costs, postage costs, and mileage/parking costs. The total amount of the Khorrami firm's unreimbursed litigation costs is: **\$1,884.53**. This expense summary was prepared based on expense vouchers, check records and other documents in the case file and is an accurate record of the expenses.

61. Thus, the total number of hours expended by the Khorrami firm on this case as reflected above is **33.2 hours**. The total combine loadstar for work performed by the Khorrami firm as reflected herein is **\$13,114**. The total amount of expenses incurred by the Khorrami firm for this case is **\$1,884.53**.

62. Based on review of the State Bar website, Shawn Khorrami, the sole shareholder of the Khorrami firm, was ordered inactive by the California State Bar on November 23, 2015, and is thus ineligible to practice law. Since then, creditors of Mr. Khorrami and his firm have communicated to me an intent to secure payments from Khorrami, LLP's *quantum meruit* interest in certain cases, including this case. Upon request, I also provided information regarding this case to a court-appointed receiver in *Hamilton Capital VII, LLC v. Khorrami, LLP et al.*, New York State Supreme Court Case No. 650791/2015, in which a bank that provided financing to the Khorrami firm obtained an \$8.5 million default judgment against that firm on November 4, 2015. Accordingly, I request that the Court approve an award of attorneys' fees for work performed by the Khorrami firm on this case based on the lodestar calculation provided here, or a *pro rata* award

1 based upon the total fees claimed and the ultimate total award, which funds will be placed into a
2 segregated account maintained by my firm for the benefit of the Khorrami firm's creditors.

3 **63. Law Offices of Sahag Majarian II:** As set forth in the Declaration of Sahag
4 Majarian II filed concurrently herewith, Mr. Majarian expended a total of **36.20** hours on this case
5 to date at a billable rate of \$700.00, for a total lodestar of **\$25,340**. Expenses incurred by Mr.
6 Majarian's office total **\$7,939.39**. Support for Mr. Majarian's billable rate, time, and expenses is
7 provided in detail in his declaration. Majarian Decl. at ¶¶ 7-12.

8 **64. Reasonableness of Hourly Rates:** The hourly rates for the attorneys and staff
9 identified herein at the time the work was performed are commensurate with the prevailing market
10 rates for attorneys of comparable experience and skill handling complex litigation. Additionally,
11 all reasonable attempts were made to assign tasks to time-keepers at the appropriate billing rates.
12 Attached as **Exhibit 11** is a true and correct copy of a survey conducted by The National Law
13 Journal for the year 2002, which provides a sample of billing rates for California lawyers where
14 six California firms provided their hourly billing rates. Of those six firms, five regularly charge in
15 excess of \$500.00 per hour for their partners. In fact, four of the firms charge as high as \$600.00,
16 \$620.00, \$650.00, and up to \$850.00 per hour. These firms are located in Orange County, Los
17 Angeles County, San Francisco County and San Diego County. These are rates for defense firms.
18 The only difference is that these defense attorneys are likely paid on a monthly basis and would
19 not have to advance any costs on a case. To the contrary, Class Counsel are only paid if we
20 favorably resolve a case through settlement or trial, which in this particular case will result in
21 payment approximately two years after the case was originally filed.

22 **Total Requested Attorneys' Fees and Litigation Costs**

23 **65.** Collectively, as of October 26, 2018, as Class Counsel spent approximately **420**
24 hours working on this case for a total lodestar of **\$236,530**. Thus, the **\$249,975** amount requested
25 in attorneys' fees will compensate counsel for all work performed with a small multiplier of
26 approximately **1.05** of our collective lodestar.

1 66. Collectively, Class Counsel expended a total of \$27,167.30 in case costs, but are
2 only requesting reimbursement of \$26,000 which is the amount agreed upon by the parties in the
3 settlement.

4 **VIII. SETTLEMENT ADMINISTRATION COSTS**

5 67. The reimbursement of the \$14,500 in costs incurred by the Settlement
6 Administrator, Simpluris, Inc., for administration of the settlement and notice process is also
7 reasonable and should be approved. The service provided by Simpluris, Inc. is the service the
8 Parties agreed upon and the Court preliminarily approved for disseminating the Notice Packets
9 and settlement administration, including maintenance of a settlement website with key settlement
10 documents and a toll-free telephone hotline, and answering Class members questions. Additional
11 information may found regarding settlement administration in the declaration of Lindsay Kline.

12 Executed on this 26th day of October 2018, at Woodland Hills, California.

13
14 
15 _____
16 RAYMOND P. BOUCHER
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EXHIBIT “1”

COPY

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 02 2018

Shawn R. Carter, Executive Officer/Clerk
By: Roxanne Arralga, Deputy

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LOS ANGELES SUPERIOR COURT
JUN 22 2018
B. SMITH

FILED

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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

CLAUDIA GRANCIANO, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

SOUTHWIND FOODS, LLC, a California
Limited Liability Company; STAFFPOINT,
LLC, a California Limited Liability Company;
and DOES 1-50, inclusive,

Defendants.

SOUTHWIND FOODS, LLC,
Cross-Complainant,

v.

STAFFPOINT, LLC; ALLIANCE
PROFESSIONAL BUSINESS SOLUTIONS,
INC.; ASHWYN SYAL; and ROES 1-25,

Cross-Defendants.

Case No. BC538900

CLASS ACTION

**THIRD AMENDED PROPOSED ORDER
GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 21, 2018
Time: 2:00 P.M.
Dept.: 14 (Spring Street Courthouse)

Assigned for All Purposes to:
Hon. Kenneth R. Freeman,
Dept. 14 (Spring Street Courthouse)

Action Filed: March 11, 2014
Trial Date: None

1 The Motion for Preliminary Approval of Class Action Settlement filed by Plaintiffs
2 Claudia Granciano and Ricardo Contreras (collectively, "Plaintiffs") came before this Court on
3 June 21, 2018. The Court, having considered the terms of the proposed class action settlement in
4 the parties' Amended Settlement Agreement¹, attached hereto as Exhibit A, and the Class Notice,
5 attached as an exhibit thereto (hereafter collectively, the "Amended Settlement Agreement");
6 having considered the Motion for Preliminary Approval of Class Action Settlement filed by
7 Plaintiffs; having considered the respective points and authorities and declarations submitted in
8 support thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court grants preliminary approval of the settlement terms as set forth in the
10 Amended Settlement Agreement and finds the terms to be within the range of reasonableness of a
11 settlement that ultimately could be granted approval by the Court at the Final Fairness Hearing.
12 The Court finds that the settlement terms are fair, adequate, and reasonable as to all potential Class
13 Members when balanced against the probable outcome of further litigation, given the risks relating
14 to liability and damages. It further appears that extensive and costly investigation and research has
15 been conducted such that counsel for the parties at this time are reasonably able to evaluate their
16 respective positions. It further appears to the Court that settlement at this time will avoid
17 substantial additional costs by all parties, as well as the delay and risks that would be presented by
18 further prosecution of the case. It appears that the settlement has been reached as a result of
19 intensive, arm's-length negotiations utilizing an experienced third party neutral.

20 2. For purposes of the settlement, the Court finds that the proposed settlement class is
21 ascertainable and that there is a sufficiently, well-defined, community of interest among the class
22 in questions of law and fact.

23 3. For settlement purposes only, the Court grants conditional certification of the
24 following "Settlement Class" defined as follows:
25
26

27 ¹ The defined terms set forth in the parties' Amended Settlement Agreement are incorporated by
28 reference in this Order.

1 All current and former non-exempt employees employed by
2 Southwind Foods, LLC, Staffpoint, LLC, and/or Alliance
3 Professional Business Solutions, Inc. who worked in any of
4 Southwind Foods, LLC's facilities located in California at any time
5 during the Class Period (March 11, 2010 through May 1, 2016).

6 4. For settlement purposes only, the Court also grants conditional certification of the
7 following FLSA settlement subclass defined as follows:

8 All Class Members who opt-in to a FLSA subclass pursuant to 29
9 U.S.C. § 216(b) ("FLSA Subclass").

10 5. For purposes of the settlement, the Court appoints named Plaintiffs Claudia
11 Granciano and Ricardo Contreras as the Class Representatives, and the law firms of Boucher, LLP
12 and Law Offices of Sahag Majarian II as Class Counsel. Any Class Member may enter an
13 appearance in the action, at their own expense, either individually or through counsel of their own
14 choice. However, if they do not enter an appearance, they will be represented by Class Counsel.

15 6. The Court confirms Simpluris, Inc. as the Settlement Administrator and
16 preliminarily approves settlement administration costs not to exceed \$14,500, which shall be paid
17 from the Gross Settlement Fund for services rendered on behalf of the class.

18 7. The Court hereby preliminarily approves the definition and disposition of the Gross
19 Settlement Fund amount of \$750,000 as set forth in the Amended Settlement Agreement, which
20 shall be inclusive of: Class Counsel's attorneys' fees, not to exceed \$249,975 or 33-1/3% of the
21 Gross Settlement Fund; Class Counsel's actual litigation costs not to exceed \$26,000; Settlement
22 Administration Costs not to exceed \$14,500; Service Awards to each Plaintiff not to exceed
23 \$10,000 each; and the \$10,000 LWDA PAGA Allocation; all subject to the Court's final approval
24 of the settlement. The Gross Settlement Fund is exclusive of Defendants' employer-side payroll
25 tax obligations that will be paid separately by Defendant Southwind Foods, LLC. The
26 contributions to the Gross Settlement Fund shall be funded as follows: \$623,500 by Southwind
27 Foods, LLC, \$50,000 by Travelers Casualty and Surety Company of America on behalf of
28 Southwind Foods, LLC, \$50,000 by Alliance Professional Business Solutions, Inc., \$25,000 by
Ashwin Syal, and \$1,500 by Staffpoint, LLC. The Court further finds and preliminarily approves,
pursuant to Code of Civil Procedure section 384, good cause for the parties' proposed distribution

1 of any unclaimed amounts from any Individual Settlement Payment not cashed or deposited by
2 Settlement Class Members within 180 days from the date of issuance to be held by the State of
3 California Department of Industrial Relations' Unclaimed Wages Fund pursuant to Paragraph
4 2.21(a) of the Amended Settlement Agreement. Specifically, good cause for the proposed
5 distribution exists because the unclaimed funds include unclaimed wages of employees that will
6 be held by the State of California for the benefit of said employees, who may request receipt of
7 payment from the State of California Unclaimed Wages Fund.

8 8. The Plaintiffs' proposed Third Amended Complaint, lodged as Exhibit B hereto,
9 adding a claim under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, *et seq.*
10 for proposed release under the settlement and modifying the class and subclass definitions to
11 comport with the definitions in the Amended Settlement Agreement, is deemed filed as of the date
12 of entry of this Order. Defendants' respective Answers to the Second Amended Class Action
13 Complaint will be deemed their Answers to the Third Amended Complaint.

14 9. A Final Approval hearing on the question of whether the proposed settlement
15 should be finally approved as fair, reasonable, and adequate as to the members of the Settlement
16 Class is scheduled in Department 14 of the Spring Street Courthouse, located at 312 North Spring
17 Street, Los Angeles, California 90012 on November 27, 2018, at 10:00 A.M.

18 10. At the Final Approval Hearing, the Court will consider: (a) whether the settlement
19 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment
20 granting approval of the settlement should be entered; and (c) whether Plaintiffs' application for
21 an award of attorneys' fees, reimbursement of litigation expenses, and Class Representative
22 service awards should be granted.

23 11. Counsel for the parties shall file memoranda, declarations or other statements and
24 materials in support of their Motion for Final Approval by no later than October 26, 2018.

25 12. Class Counsel shall file a motion for an award of attorneys' fees, costs, and service
26 awards no later than October 26, 2018. Class Counsel shall provide verification that a proposed
27 fee split agreement exists between Class Counsel and that it has been signed by the Class
28 Representatives.

1 13. The Court finds that the form of providing notice to the Settlement Class regarding
2 the pendency of the action and of this settlement, and the method of giving direct notice to
3 members of the Settlement Class by U.S. Mail, constitute the best notice practicable under the
4 circumstances and constitute valid, due, and sufficient notice to all members of the Settlement
5 Class. They comply fully with the requirements of California Code of Civil Procedure section
6 382, California Civil Code section 1781, California Rules of Court, Rules 3.766 and 3.769, the
7 California and United States Constitutions, and other applicable law.

8 14. The Court approves, as to form and content, the Notice of Class Action Settlement
9 (“Class Notice”), which is attached as Exhibit “A” to the Amended Settlement Agreement. Class
10 Counsel and Counsel for Defendants and Cross-Defendants, together with the Settlement
11 Administrator, shall have the ability to jointly authorize edits to the Class Notice that are
12 consistent with the terms of the Amended Settlement Agreement and this Order.

13 15. The Notice Date shall commence no later than 29 days after the date of entry of this
14 Order.

15 16. The Class Notice shall provide Class Members with, at least 60 days from the
16 mailing date of the Class Notice, time to opt out of settlement, object to the settlement or remain
17 part of the settlement and receive the benefits provided thereunder (“Response Deadline”).

18 17. The Court directs the mailing of the Class Notice by First Class U.S. Mail to the
19 Class Members on the Notice Date.

20 18. On or before the Notice Date, the Class Notice shall also be made available on an
21 internet settlement website maintained by the Settlement Administrator.

22 19. On or before the Notice Date, the Settlement Administrator shall also set up a toll-
23 free telephone number that Settlement Class members may call with questions about the
24 settlement.

25 20. The Court further approves the procedures for Class Members to participate in,
26 request exclusion or object to the Settlement, as set forth in the Amended Settlement Agreement
27 and Class Notice.

28 21. The procedures and requirements for filing written objections in connection with

1 the Final Fairness Hearing are intended to ensure the efficient administration of justice and the
2 orderly presentation of any Class Member's objection to the Settlement, in accordance with the
3 due process rights of all Class Members.

4 22. In advance of the Final Fairness Hearing, on or before October 26, 2018, the
5 Settlement Administrator shall provide a sworn declaration attesting to its administration of the
6 notice plan approved by the Court.

7 23. Pending the Final Fairness Hearing, all proceedings in this action, other than
8 proceedings necessary to carry out or enforce the terms and conditions of the Amended Settlement
9 Agreement and this Order, are stayed.

10 24. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
11 connection with the administration of the settlement, which are not materially inconsistent with
12 either this Order or the terms of the Amended Settlement Agreement.

13 25. The Court orders the following implementation schedule for further proceedings up
14 to the Final Approval Hearing:

Event	Timing
Last Day for Defendants to provide Settlement Administrator with Class Information	(15 days after entry of Preliminary Approval Order) If Preliminary Approval Order is entered on June 21, 2018: Friday, July 6, 2018. Subject to change based on date of entry of Preliminary Approval Order.
Last Day for Settlement Administrator to mail Notice Packet to Class Members by First Class U.S. Mail. ("Notice Date")	(14 days after receiving Class Information from Defendants) If Preliminary Approval Order is entered on June 21, 2018 and Defendants provide Class Information on Last Day: Friday, July 20, 2018. Subject to change based on date of entry of Preliminary Approval Order.
Response Deadline (last date to postmark, fax or email Requests for Exclusion or file and serve Objections)	(60 days after Settlement Administrator mails Notice Packets to Class Members) If Preliminary Approval Order is entered on June 21, 2018 and Notice Packets Mailed Out on July 20, 2018: Tuesday, September 18, 2018. Subject to change based on date of

	entry of Preliminary Approval Order.
Last Day for Settlement Administrator to provide parties with Complete List of Class Members Who Timely Requested Exclusion and Complete Copies of all Objections Received	(14 days after Response Deadline) If Response Deadline is September 18, 2018: Tuesday, October 2, 2018. Subject to change based on date of entry of Preliminary Approval Order and date notice is mailed out.
Last Day for Settlement Administrator to Provide Declaration regarding Costs of Administration, Estimated Payments to Class Members, and Listing Names and Numbers of Class Members who Requested Exclusion or Objected to the Settlement	Friday, October 26, 2018 (30 days before Final Approval Hearing)
Last Day to File Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Service Awards	Friday, October 26, 2018 (30 days prior to Final Approval Hearing)
Final Approval Hearing	Tuesday, November 27, 2018 at 10:00 A.M. (at least 119 Days from Preliminary Approval Order)
Final Distribution of Residual Funds	Assume Effective Date is date of Final Approval Hearing, November 27, 2018; all deposits are made by Defendants to QSF within 15 days thereof, or by December 12, 2018; settlement checks must issue by December 26, 2018 and are valid for 180 days, or June 24, 2019; add 10 business days for settlement administrator's distribution of unclaimed funds: July 9, 2019
Final Accounting Report Filing Deadline	Assume distribution of unclaimed funds by July 9, 2019; Final Accounting Report deadline should be on or before Friday, July 25, 2019

26. The Final Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court, and the Court shall retain jurisdiction to consider all further applications arising out of or connected with the Amended Settlement Agreement.

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IT IS SO ORDERED.

DATED: JUL 02 2018, 2018

KENNETH R. FREEMAN

HON. KENNETH R. FREEMAN



EXHIBIT A

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10 *Attorneys for Plaintiffs and the Putative Class*
11 *[Additional Counsel of Record Listed on Next*
12 *Page]*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

15 CLAUDIA GRANCIANO, individually and
16 on behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 SOUTHWIND FOODS, LLC, a California
20 limited liability company; STAFFPOINT,
21 LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

22 Defendants.
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Case No. BC538900

CLASS ACTION

**AMENDED STIPULATION REGARDING
CLASS ACTION SETTLEMENT AND
RELEASE**

*Assigned for All Purposes to:
Hon. Kenneth R. Freeman, Dept. 14*

Action Filed: March 11, 2014
Trial Date: None

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AMENDED STIPULATION REGARDING
CLASS ACTION SETTLEMENT AND RELEASE

Plaintiffs Claudia Granciano ("Granciano") and Ricardo Contreras ("Contreras") (collectively, "Plaintiffs"), individually and on behalf of themselves and the putative class, and Defendant/Cross-Complainant Southwind Foods, LLC ("Southwind"), Defendant/Cross-Defendant Staffpoint, LLC ("Staffpoint"), Defendant/Cross-Defendant Alliance Professional Business Solutions, Inc. ("Alliance"), and Cross-Defendant Ashwin Syal ("Syal") (collectively, the "Parties") hereby stipulate to the settlement and release of claims asserted by Plaintiffs and the putative class against Defendants, and cross-claims by Southwind Foods against Cross-Defendants, in the matter entitled *Granciano, et al. v. Southwind Foods, LLC, et al.*, Los Angeles Superior Court Case No. BC538900, pursuant to the terms and conditions of this Amended Stipulation Regarding Class Action Settlement and Release set forth below, subject to the approval of the Court.

RECITALS

WHEREAS, on March 11, 2014, Granciano filed a Class Action Complaint against Southwind and Staffpoint in the Superior Court of California, County of Los Angeles, alleging claims for (1) Failure to Pay Wages for All Hours Worked (Cal. Lab. Code § 1194); (2) Failure to Timely Pay Wages Upon Termination or Resignation (Cal. Lab. Code §§ 201 and 202); (3) Failure to Furnish Accurate Wage Statements (Cal. Lab. Code § 226(a)); and (4) Unlawful, Deceptive, and/or Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);

WHEREAS, on August 28, 2014, Staffpoint filed its Notice of Appearance;

WHEREAS, on November 4, 2014, Southwind filed its Answer to the Class Action Complaint;

WHEREAS, on May 21, 2015, Granciano filed a First Amended Class Action Complaint ("FAC") with leave of Court, which alleged two additional causes of action following certain discovery; namely, Failure to Pay Overtime Compensation (Cal. Lab. Code § 510) and Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512), named Doe Defendant 1 as Alliance Professional Business Solutions, Inc., and corrected a typographical error in the proposed class

1 definition;

2 WHEREAS, on June 19, 2015, Southwind filed its Answer to the FAC, and also filed a
3 Cross-Complaint against Staffpoint, Alliance, and Syal for alleged breach of contract, contractual
4 indemnity, equitable indemnity, comparative indemnity and contribution, declaratory relief,
5 promissory fraud, and negligent misrepresentation;

6 WHEREAS, on July 8, 2015, Granciano filed a Second Amended Class Action Complaint
7 (“SAC”) with leave of Court, adding Contreras as an additional Plaintiff who, like Granciano,
8 seeks relief for alleged violations of California Labor Code section 226(a), but also seeks relief
9 pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) (Cal. Lab. Code §§
10 2698, *et seq.*) on behalf of himself and other aggrieved employees;

11 WHEREAS, on August 7, 2015, Southwind answered the SAC;

12 WHEREAS, on August 11, 2015, Staffpoint answered the SAC;

13 WHEREAS, on September 17, 2015, Alliance answered the SAC;

14 WHEREAS, on February 8, 2016, the Court overruled the demurrer to Southwind’s Cross-
15 Complaint by Alliance and Syal;

16 WHEREAS, the Parties have exchanged certain documents, information, data, calculations
17 and analyses relating to the claims and defenses in the operative Complaint and Cross-Complaint
18 through formal and informal discovery;

19 WHEREAS, on February 25, 2016, the Parties participated in an all-day mediation before
20 the Honorable Judge Carl J. West (Ret.) of JAMS in Los Angeles, an experienced and well-known
21 class action mediator, and reached an agreement on the material terms of a proposed settlement of
22 claims and cross claims;

23 WHEREAS, between the time of mediation to approximately July, 2017, the Parties have
24 addressed a significant issue with Defendants’ record-keeping in order to verify and augment the
25 proposed Class List, which included substantial efforts by counsel for the Parties to resolve with
26 guidance from the Court, and Plaintiffs’ counsel’s advancement of substantial litigation costs to
27 Southwind and Alliance each for data processing work needed to complete the Class List and
28 maintain key, favorable features of the terms of the proposed settlement (e.g., notice by U.S. Mail,

1 opt-out settlement not requiring claims process, etc.);

2 WHEREAS, Defendants deny Plaintiffs' allegations of wrongdoing, fault or liability,
3 contend the claims in the operative Complaint lack merit, would have continued to resist
4 vigorously Plaintiffs' claims and contentions, and would have continued to assert their defenses
5 thereto had this Stipulation not been reached; and have entered into this Stipulation to put the
6 claims to rest finally and forever solely for the purpose of avoiding prolonged and expensive
7 litigation, without acknowledging any fault, wrongdoing or liability; and

8 WHEREAS, Plaintiffs and their counsel believe that the claims asserted in the operative
9 Complaint are meritorious, but they have considered and weighed the issues involved in
10 establishing the validity of their claims and have concluded that, in light of the uncertainty of the
11 outcome as well as the substantial risks and inevitable delay in proceeding to trial, compared to the
12 benefits being provided hereby, the terms and conditions set forth herein are fair and reasonable
13 and should be submitted to the Court for approval.

14 NOW, THEREFORE, without any admission or concession on the part of Plaintiffs or
15 Cross-Complainant of any lack of merit of the Action, and without any admission or concession
16 on the part of Defendants or Cross-Defendants of any liability or wrongdoing or lack of merit in
17 the defenses, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties to this
18 Stipulation, through their respective counsel, subject to the approval of the Court, in consideration
19 of the benefits flowing to the Parties hereto from the Settlement, that all Released Claims as
20 against the Released Parties shall be compromised, settled, released, and judgment entered, upon
21 and subject to the following terms and conditions:

22 **1. DEFINITIONS**

23 The following capitalized terms shall have the following meanings unless otherwise
24 defined herein:

25 1.1 "Action" means *Granciano, et al. v. Southwind Foods, LLC, et al.*, Los
26 Angeles Superior Court Case No. BC538900, which is currently pending before the Honorable
27 Kenneth R. Freeman in the Superior Court of the State of California, County of Los Angeles.

28 1.2 "Agreement," "Settlement Agreement," "Settlement" or "Stipulation"

1 means this Amended Stipulation Regarding Class Action Settlement and Release.

2 1.3 “Class Counsel” and “Plaintiffs’ Counsel” mean and refer to, collectively,
3 Raymond P. Boucher, Esq., Shehnaz M. Bhujwala, Esq., and Neil M. Larsen, Esq. of Boucher
4 LLP, and Sahag Majarian, II., Esq. of the Law Offices of Sahag Majarian, II.

5 1.4 “Class Counsel Fees” mean the amount of attorneys’ fees authorized by the
6 Court to be paid to Class Counsel for the services they have rendered in prosecuting this Action.
7 Class Counsel Fees are not to exceed Two Hundred Forty Nine Thousand Nine Hundred Seventy
8 Five Dollars (\$249,975). Class Counsel Fees shall be paid from the Gross Settlement Fund. Any
9 portion of the requested Class Counsel Fees not awarded to Class Counsel shall be part of the Net
10 Settlement Fund and distributed to Settlement Class Members as provided in this Agreement.

11 1.5 “Class Counsel Costs” mean the amount authorized by the Court to be paid
12 to Class Counsel for expenses and costs incurred in prosecuting this Action. Class Counsel Costs
13 are not to exceed Twenty-Six Thousand Dollars (\$26,000). Class Counsel Costs shall be paid from
14 the Gross Settlement Fund. Any portion of the requested Class Counsel Costs not awarded to
15 Class Counsel shall be part of the Net Settlement Fund and distributed to Settlement Class
16 Members as provided in this Agreement.

17 1.6 “Class” and “Class Members” mean all current and former non-exempt
18 employees employed by Southwind Foods, LLC, Staffpoint, LLC, and/or Alliance Professional
19 Business Solutions, Inc. who worked in any of Southwind Foods, LLC’s facilities located in
20 California at any time during the Class Period (March 11, 2010 through May 1, 2016). Defendants
21 estimated as of January 2018 there are approximately 907 Class Members, including Plaintiffs.

22 1.7 “Class List” or “Class Information” means a list of Class Members that
23 Defendants in good faith will compile from their records and provide to the Settlement
24 Administrator. The Class List shall be in a computer-readable format, such as a Microsoft Excel
25 spreadsheet, and shall include each Class Member’s full name, last known mailing address, last
26 known telephone number, start date(s) of employment, end date(s) of employment, total
27 Compensable Work Weeks, and Social Security numbers to the extent available from Defendants’
28 records. The Class list shall also include the sum total of all Compensable Work Weeks for the

1 Class Members, which Defendants represented at mediation to be approximately 41,000 based on
2 a partial Class List. Because Social Security numbers are included in the Class List, the Settlement
3 Administrator will maintain the Class List in confidence, and access shall be limited to those with
4 a need to use the Class List as part of the administration of the Settlement.

5 1.8 "Class Period" means the period from March 11, 2010 through May 1,
6 2016.

7 1.9 "Class Representatives" mean Claudia Granciano and Ricardo Contreras in
8 their capacity as representatives of the Class.

9 1.10 "Class Representative Service Awards" mean the amounts that the Court
10 authorizes to be paid to each of the Plaintiffs if appointed as Class Representatives, not to exceed
11 Ten Thousand Dollars (\$10,000) each, in addition to their Individual Settlement Payments, in
12 recognition of their efforts made and risks incurred in assisting with the prosecution of the Action
13 on behalf of Class Members, and as consideration for executing this Agreement and general
14 release of their claims against Defendants.

15 1.11 "Compensable Work Weeks" mean the number of weeks worked by Class
16 Members during the Class Period according to Defendants' records. A workweek is defined as a
17 fixed and regularly recurring period consisting of seven consecutive 24-hour periods totaling 168
18 hours.

19 1.12 "Court" means the Superior Court of the State of California, County of Los
20 Angeles.

21 1.13 "Cross-Defendants" mean Staffpoint, LLC, Alliance Professional Business
22 Solutions, Inc., and Ashwin Syal.

23 1.14 "Defendants" mean Southwind Foods, LLC, Staffpoint, LLC, and Alliance
24 Professional Business Solutions, Inc.

25 1.15 "Defendants/Cross-Defendants" mean Southwind Foods, LLC, Staffpoint,
26 LLC, Alliance Professional Business Solutions, Inc., and Ashwin Syal.

27 1.16 "Effective Date" means the later of one day after: (a) if no Class Member
28 timely files a valid Objection to the Settlement, the date on which the Court grants final approval

1 of the Settlement; or (b) if a Class Member timely files a valid Objection to the Settlement but
2 does not timely initiate an appeal, the date on which the time period expires for appeals by Class
3 Members who timely submitted a valid Objection to the Settlement, from any Order ruling on any
4 objections to the Settlement or granting final approval of the Settlement; or (c) if a Class Member
5 timely files a valid Objection to the Settlement and timely initiates an appeal from any Order
6 ruling on any objections to the Settlement or granting final approval of the Settlement, the
7 resolution of any such appeal.

8 1.17 “Estimated Individual Settlement Payment” means the estimated amount
9 payable to each Settlement Class Member who does not submit a valid and timely Request for
10 Exclusion, as calculated pursuant to Paragraph 2.22 herein and assuming, for purposes of the
11 calculation, that the Net Settlement Fund equals \$432,025 and that no Class Member submits a
12 valid and timely Request for Exclusion.

13 1.18 “Final Approval Hearing” means the hearing at which the Court considers
14 whether to finally approve the Settlement and to enter the Final Judgment.

15 1.19 “Final Approval Order” means the Court’s order granting final approval of
16 the Settlement. The Parties will submit a proposed Final Approval Order to the Court in a form to
17 be agreed upon by the Parties prior to the Final Approval Hearing.

18 1.20 “Final Judgment” means the Court’s order of final judgment in this Action
19 following the Court’s entry of the Final Approval Order. The Parties will submit a proposed Final
20 Judgment to the Court in a form to be agreed upon by the Parties prior to the Final Approval
21 Hearing.

22 1.21 “FLSA Settlement Class Members” mean, and refer to, a Settlement Class
23 Member who timely cashes his or her Individual Settlement Payment check, and thereby will be
24 deemed to have opted into the action for purposes of the Fair Labor Standards Act (29 U.S.C. §§
25 201, *et seq.*) (“FLSA”), and thereby waived and released any claims such Settlement Class
26 Members may have under the FLSA only as related to the Released Claims.

27 1.22 “LWDA PAGA Allocation” means the amount payable from the Gross
28 Settlement Fund to the State of California’s Labor and Workforce Development Agency and the

1 Settlement Class, or \$10,000, as further specified in Paragraph 2.25 herein.

2 1.23 "Gross Settlement Fund" or "GSF" means Defendants/Cross-Defendants'
3 total funding obligation under this Stipulation, exclusive of Defendants' payroll tax obligations,
4 which shall be paid separately by Southwind in addition to the GSF. The GSF is \$750,000. The
5 GSF shall be paid as follows: \$623,500 by Southwind, \$50,000 by Travelers Casualty and Surety
6 Company of America on behalf of Southwind, \$50,000 by Alliance, \$25,000 by Syal, and \$1,500
7 by Staffpoint.

8 1.24 "Individual Settlement Payment" means the amount payable from the Net
9 Settlement Fund to each Settlement Class Member who does not timely submit a Request for
10 Exclusion from the Settlement.

11 1.25 "Net Settlement Fund" means the Gross Settlement Fund, less Class
12 Counsel Fees, Class Counsel Costs, Class Representative Service Awards, Settlement
13 Administration Costs, and the LWDA PAGA Allocation portion paid to the LWDA. Assuming all
14 requested fees, costs, and awards are granted as requested, the Parties estimate this amount to be
15 \$432,025.

16 1.26 "Notice of Settlement" means the Notice of Proposed Class Action
17 Settlement (substantially in the form attached hereto as Exhibit "A").

18 1.27 "Notice Packet" means the Notice of Proposed Class Action Settlement and
19 self-addressed, stamped envelope (substantially in the form attached hereto as Exhibit A).

20 1.28 "Parties" mean Plaintiffs and Defendants/Cross-Defendants; and "Party"
21 shall mean either Plaintiffs or Defendants/Cross-Defendants, individually.

22 1.29 "Payment Ratio" means the respective Compensable Work Weeks for each
23 Class Member divided by the total Compensable Work Weeks for all Class Members.

24 1.30 "Plaintiffs" mean Plaintiffs Claudia Granciano and Ricardo Contreras.

25 1.31 "Plaintiffs' Released Claims" mean all Released Claims as defined herein
26 plus the general release described in Paragraph 2.11.

27 1.32 "Preliminary Approval" or "Preliminary Approval Date" means the date the
28 Court enters the Preliminary Approval Order.

1 1.33 “Preliminary Approval Order” means the Proposed Order.

2 1.34 “Released Claims” mean any and all claims asserted in the Action against
3 the Released Parties, or that could have been asserted against the Released Parties based upon the
4 facts alleged in the Third Amended Class Action Complaint to be filed with the Court, by
5 Plaintiffs or any Settlement Class Member, under the California Labor Code, California Wage
6 Orders, California Unfair Competition Law, PAGA, and FLSA, from March 11, 2010 through
7 May 1, 2016.

8 a. The Released Claims include, but are not limited to, claims for: (1)
9 Failure to Pay Wages for All Hours Worked (Cal. Lab. Code § 1194) due to Defendants’ alleged
10 time-rounding policies resulting in alleged underpayment of wages for regular and/or overtime
11 hours worked by Plaintiff Granciano and Class Members; (2) Failure to Pay Overtime
12 Compensation (Cal. Lab. Code § 510) due to Defendants’ alleged rounding policies applicable to
13 Plaintiff Granciano and Class Members and auto-deductions of 30 minutes of total time worked
14 and alleged attributions of that time to meal periods without pay; (3) Failure to Provide Meal
15 Periods (Cal. Lab. Code §§ 226.7 and 512) for Defendants’ alleged failure to provide timely
16 requisite meal periods of not less than 30 minutes to Plaintiff Granciano and Class Members who
17 worked over five hours per shift and who worked over ten hours per shift, or to pay premium
18 payments in lieu thereof; (4) Failure to Timely Pay Wages Upon Termination or Resignation (Cal.
19 Lab. Code §§ 201 and 202) to Plaintiff Granciano and Class Members; (5) Failure to Furnish
20 Accurate Wage Statements (Cal. Lab. Code § 226(a)) to Plaintiffs and Class Members (from
21 March 11, 2013 through May 1, 2016); (6) Unlawful, Deceptive, and/or Unfair Business Practices
22 (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) for the alleged violations set forth herein; and (7)
23 PAGA (Cal. Lab. Code §§ 2698, *et seq.*) for the alleged violations set forth herein. The Released
24 Claims also include all claims for interest and/or penalties of any kind or nature arising out of or
25 relating to the Released Claims and further extends to and includes claims for damages, civil
26 penalties, restitution, injunctive relief, declaratory relief, and any other form of relief or remedy.

27 b. The Released Claims also include all claims Plaintiffs and
28 Settlement Class Members may have against the Released Parties relating to (i) the payment and

1 allocation of attorneys' fees and costs to Class Counsel pursuant to this Agreement, and (ii) the
2 payment of the Class Representative Service Awards pursuant to this Agreement. It is the intent of
3 the Parties that the judgment entered by the Court upon final approval of the Settlement shall have
4 *res judicata* effect and be final and binding upon Plaintiffs and all Settlement Class Members
5 regarding all of the Released Claims.

6 c. **FLSA Release:** Additionally, any Settlement Class Member who
7 timely cashes his or her Individual Settlement Payment check, including either of the Plaintiffs,
8 will thereby be deemed to have opted into the action for purposes of the FLSA claim asserted in
9 the TAC under 29 U.S.C. §§ 201, *et seq.*, and waived and released any claims such Settlement
10 Class Members may have under the FLSA only as related to the Released Claims.

11 d. **Released Claims and FLSA Release Do Not Include Civil Code**
12 **Section 1542 General Release for Settlement Class Members:** For the sake of clarity, the
13 Parties agree that the Released Claims, including the FLSA Release, consist of only those claims
14 that meet the definition of Released Claims. In other words, the releases contemplated by
15 Settlement Class Members are not blanket waivers of California Civil Code section 1542 for
16 all claims, potential or actual, known or unknown, for violations of California's Labor Code,
17 Wage Orders or FLSA by current and former employees of Defendants.

18 1.35 "Released Cross-Claims" mean any and all claims asserted by Southwind
19 against Cross-Defendants in the Action, or that could have been asserted against Cross-Defendants
20 in the Action, based upon the facts alleged in the operative Cross-Complaint.

21 1.36 "Released Cross-Defendants" mean Cross-Defendants on behalf of
22 themselves, their parents, subsidiaries, agents, affiliates, directors, officers, and owners.

23 1.37 "Released Defendants" mean Defendants on behalf of themselves, their
24 parents, subsidiaries, agents, affiliates, directors, officers, and owners. "Released Parties" mean
25 Released Defendants and all Cross-Defendants, including Cross-Defendant Ashwin Syal, their
26 parents, subsidiaries, agents, affiliates, directors, officers, and owners.

27 1.38 "Request for Exclusion" means the Request for Exclusion from the
28 Settlement as outlined in the procedure set forth in Paragraph 2.17 below.

1 1.39 “Response Deadline” means the date sixty (60) days after the Settlement
2 Administrator mails Notice Packets to Class Members and the last date on which Class Members:
3 (a) may postmark, fax or email Requests for Exclusion; (b) or file and serve Objections to the
4 Settlement.

5 1.40 “Settlement” means disposition of the Action pursuant to this Agreement.

6 1.41 “Settlement Administration Costs” mean the amount to be paid to the
7 Settlement Administrator from the Gross Settlement Fund for the administration of the Settlement.

8 1.42 “Settlement Administrator” means Simpluris, Inc.

9 1.43 “Settlement Class Members” or “Settlement Class” means all Class
10 Members who do not opt out of the Settlement by timely submitting a Request for Exclusion.

11 1.44 “Settlement Fund Account” means the bank account established pursuant to
12 the terms of this Stipulation from which all monies payable under the terms of this Settlement
13 shall be paid, as set forth herein.

14 **2. TERMS OF AGREEMENT**

15 2.1 *Class Certification.* The Parties stipulate and agree to the conditional
16 certification of this Action and all claims asserted in the operative Complaint pursuant to
17 California Code of Civil Procedure section 382 for purposes of this Settlement only. Should the
18 Settlement not become final and effective as herein provided, class certification pursuant to this
19 Settlement shall be set aside (subject to further proceedings on the motion of any Party to certify
20 or deny certification thereafter). The Parties’ willingness to stipulate to class certification as part
21 of the Settlement shall have no bearing on, and shall not be admissible in or considered in
22 connection with, the issue of whether a class should be certified in a non-settlement context in this
23 Action and shall have no bearing on, and shall not be admissible or considered in connection with,
24 the issue of whether a class should be certified in any other lawsuit.

25 2.2 *Amendment of Operative Complaint.* As part of the Preliminary Approval
26 process, Plaintiffs shall amend the operative Complaint to add a cause of action for unpaid wages
27 pursuant to the FLSA and file it with the Court. Defendants will stipulate for leave to file the TAC
28 as set forth in this Paragraph. In the event that the Settlement does not become final for any

1 reason, then any Order permitting the filing of the TAC shall be treated by the Parties as void *ab*
2 *initio* and the SAC will become Plaintiffs' operative Complaint again.

3 2.3 *Jurisdiction.* The Parties agree that the Superior Court of California for
4 County of Los Angeles has jurisdiction over the Action, and also that venue is proper in that
5 Court.

6 2.4 *Benefits of Settlement to Settlement Class Members.* Plaintiffs and Class
7 Counsel recognize the expense and length of continued proceedings necessary to litigate their
8 disputes through trial and through any possible appeals. Plaintiffs have also taken into account the
9 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
10 such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to
11 establish liability for the claims asserted in the Action, both generally and in response to
12 Defendants' defenses thereto (many of which have been shared at the mediation), and potential
13 difficulties in establishing damages for the Settlement Class Members. Plaintiffs and Class
14 Counsel have also taken into account Defendants' agreement to enter into a settlement that confers
15 substantial relief upon Settlement Class Members, as well as their stated financial conditions. This
16 is an opt-out Settlement with no claims process and no reversion of settlement funds to
17 Defendants. Based on the foregoing, Plaintiffs and Class Counsel have determined that the
18 Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the
19 best interests of Settlement Class Members.

20 2.5 *Defendants' Reasons for Settlement.* Defendants have concluded that any
21 further defense of this litigation would be protracted and expensive for all Parties. Substantial
22 amounts of time, energy, and resources of Defendants have been and, unless this Settlement is
23 made, will continue to be devoted to the defense of the claims asserted by Plaintiffs and Class
24 Members. Defendants have also taken into account the risks of further litigation in reaching their
25 decision to enter into this Settlement. Despite continuing to contend that they are not liable for any
26 of the claims set forth by Plaintiffs in the Action, Defendants have, nonetheless, agreed to settle in
27 the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in
28 the Action.

1 2.6 *Class Members' Claims.* Class Members, by and through Plaintiffs, have
2 claimed and continue to claim that the Released Claims, including claims under the FLSA, have
3 merit and give rise to liability on the part of Defendants. This Agreement is a compromise of
4 disputed claims. Nothing contained in this Agreement and no documents referred to herein and no
5 action taken to carry out this Agreement may be construed or used as an admission by or against
6 the Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

7 2.7 *Defendants' and Cross-Defendants' Defenses.* Defendants have claimed
8 and continue to claim that the Released Claims, including the proposed claims under the FLSA,
9 have no merit and do not give rise to liability. Likewise, Cross-Defendants have claimed and
10 continue to claim that the Released Cross-Claims have no merit and do not give rise to liability.
11 This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no
12 documents referred to herein and no action taken to carry out this Agreement may be construed or
13 used as an admission by or against Defendants or Cross-Defendants as to the merits or lack thereof
14 of the claims or cross-claims asserted.

15 2.8 *Maximum Amount Payable by Defendants.* Under the terms of this
16 Settlement, the maximum amount payable by Defendants shall not exceed the Gross Settlement
17 Fund of Seven Hundred Fifty Thousand Dollars (\$750,000), exclusive of Defendants' employer-
18 side payroll tax obligations that shall be paid separately by Southwind in addition to the Gross
19 Settlement Fund.

20 2.9 *Class Size.* Defendants represented as of January 2018 that there are
21 approximately 907 Class Members.

22 2.10 *Release as to All Settlement Class Members.* As of the Effective Date, the
23 Settlement Class Members, including Plaintiffs, on behalf of themselves and their respective heirs,
24 successors, assigns, and estates, release the Released Parties from the Released Claims during the
25 Class Period. Plaintiffs and Settlement Class Members agree not to sue or otherwise make a claim
26 against any of the Released Parties for the Released Claims.

27 2.11 *General Release by Plaintiffs Only.* In addition to the releases made by
28 Settlement Class Members, Plaintiffs, on behalf of themselves, their heirs, successors, assigns, and

1 estates, in exchange for the terms and conditions of this Agreement, including the Service Awards
2 requested or as otherwise authorized by the Court, shall also, as of the Effective Date, fully and
3 forever release the Released Parties from Plaintiffs' Released Claims. With respect to Plaintiffs'
4 Released Claims only, Plaintiffs shall be deemed to have, and by operation of the Final Judgment
5 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the
6 provisions, rights, and benefits of section 1542 of the California Civil Code, or any other similar
7 provision under federal or state law, which section provides:

8 A general release does not extend to claims which the creditor does not know or
9 suspect to exist in his or her favor at the time of executing the release, which if
10 known by him or her must have materially affected his or her settlement with the
11 debtor.

12 Plaintiffs may hereafter discover facts in addition to or different from those they now know
13 or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, but upon
14 the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have,
15 fully, finally, and forever settled and released any and all of Plaintiffs' Released Claims, whether
16 known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or
17 heretofore have existed, upon any theory of law or equity now existing or coming into existence in
18 the future, including, but not limited to, conduct that is negligent, intentional, with or without
19 malice or a breach of any duty, law or rule, without regard to the subsequent discovery or
20 existence of such different or additional facts. Plaintiffs agree not to sue or otherwise make a claim
21 against any of the Released Parties for Plaintiffs' Released Claims.

22 2.12 *Release by Southwind of Cross-Claims.* Southwind shall release Released
23 Cross-Defendants from the Released Cross-Claims in exchange for Cross-Defendants'
24 contributions towards the GSF and shall dismiss with prejudice the Cross-Complaint within seven
25 (7) days of Released Cross-Defendants' respective payments to the Settlement Administrator of
26 their respective shares of the GSF (if payments are made on different dates, then the seven day
27 period runs from the last date on which any Released Cross-Defendant makes its/his payment).

28 2.13 *Tax Liability.* The Parties make no representations as to the tax treatment or

1 legal effect of the payments called for hereunder, and Plaintiffs and Settlement Class Members are
2 not relying on any statement or representation by the Parties in this regard. Plaintiffs and
3 Settlement Class Members understand and agree that they will be responsible for the payment of
4 any employee-side taxes and penalties assessed on the payments described herein and will hold the
5 Parties free and harmless from and against any claims resulting from treatment of such payments
6 as non-taxable damages, including the treatment of such payments as not subject to withholding or
7 deduction for payroll and employment taxes.

8 2.14 *No Knowledge Of Other Claims.* Class Counsel and Plaintiffs agree and
9 represent that they are not aware of any claim that could have been brought against Defendants by
10 any person or entity, other than the claims that were alleged in the Action, or could have been
11 alleged based on the facts alleged in the Action.

12 2.15 *Settlement Approval and Implementation Procedures.* As part of this
13 Settlement, the Parties agree to the following procedures for obtaining the Court's preliminary
14 approval of the Settlement, certifying a class for settlement purposes only, notifying Class
15 Members of the Settlement, obtaining the Court's final approval of the Settlement, and processing
16 Individual Settlement Payments and other payments described herein.

17 a. *Preliminary Approval and Certification.* Plaintiffs' submission for
18 Preliminary Approval will include this Agreement, the proposed Notice Packet, attached hereto as
19 Exhibit A, the proposed Preliminary Approval Order, and any motions, memoranda, and evidence
20 as may be necessary for the Court to determine that this Agreement is fair, adequate, and
21 reasonable. Plaintiffs will request the Court to enter an order preliminarily approving the terms of
22 the Agreement and the certification of a provisional settlement class, and requesting a Final
23 Approval Hearing, in accordance with California law. Plaintiffs will provide Defendants a
24 reasonable opportunity to review and provide comments regarding the briefing in support of
25 Plaintiffs' preliminary approval application (at least two days prior to filing).

26 b. *Class Information.* No more than fifteen (15) calendar days after
27 entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator
28 with the Class Information for purposes of mailing Notice Packets to Class Members.

1 c. *Notice By First Class U.S. Mail.* Upon receipt of the Class
2 Information, the Settlement Administrator will perform a search on the National Change of
3 Address database to update the Class Members' addresses. No more than fourteen (14) calendar
4 days after receiving the Class Information from Defendants as provided herein, the Settlement
5 Administrator shall mail copies of the Notice Packet to all Class Members by regular First Class
6 U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current
7 mailing address for each Class Member. The address identified by the Settlement Administrator as
8 the current mailing address shall be presumed to be the best mailing address for each Class
9 Member. It will be conclusively presumed that, if an envelope so mailed has not been returned
10 within thirty (30) days of the mailing, the Class Member received the Notice Packet.

11 d. *Undeliverable Notices.* Any Notice Packets returned to the
12 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed
13 to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
14 Administrator shall make reasonable efforts to obtain an updated mailing address within five (5)
15 business days of the date of the return of the Notice Packet. If an updated mailing address is
16 identified, the Settlement Administrator shall resend the Notice Packet to the Class Member. Class
17 Members to whom Notice Packets are re-sent after having been returned undeliverable to the
18 Settlement Administrator shall have fourteen (14) calendar days thereafter or until the Response
19 Deadline has expired, whichever is later, to mail, fax or email the Request for Exclusion, or mail,
20 fax or email a Notice of Objection. Notice Packets that are resent shall inform the recipient of this
21 adjusted deadline. If a Class Member's Notice Packet is returned to the Settlement Administrator
22 more than once as non-deliverable, then an additional Notice Packet shall not be re-mailed.

23 e. Compliance with the procedures specified in Paragraph 2.15(a)-(e)
24 herein shall constitute due and sufficient notice to Class Members of this Settlement and shall
25 satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties,
26 Class Counsel, and Defendants' counsel to provide notice of the proposed Settlement.

27 2.16 *Disputes Over Compensable Work Weeks.* Class Members will have the
28 opportunity, should they disagree with Defendants' records regarding the number of respective

1 Compensable Work Weeks worked by a Class Member, as set forth in the Notice of Settlement, to
2 provide documentation and/or an explanation to show contrary employment dates. If there is a
3 dispute, the Settlement Administrator will consult with the Parties to determine whether an
4 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
5 amounts of, any Individual Settlement Payments under the terms of this Agreement. The
6 Settlement Administrator's determination of the eligibility for and amount of any Individual
7 Settlement Payment shall be binding upon the Class Member and the Parties.

8 2.17 *Exclusions (Opt-Outs)*. The Notice Packet shall state that Class Members
9 who wish to exclude themselves from the Settlement must submit a written Request for Exclusion
10 by the Response Deadline. The Request for Exclusion: (1) must contain the name, address,
11 telephone number, and last four digits of the Social Security number of the person requesting
12 exclusion; (2) must be signed and dated by the Class Member; and (3) must be postmarked, faxed
13 or email stamped by the Response Deadline and returned to the Settlement Administrator at the
14 specified address, fax telephone number or email address. If the Request for Exclusion does not
15 contain the information listed in (1)-(2), it will not be deemed valid for exclusion from this
16 Settlement, except a Request for Exclusion form not containing a Class Member's telephone
17 number and/or last four digits of their Social Security number will be deemed valid. The date of
18 postmark on the Request for Exclusion, either based on the date on the return mailing envelope,
19 date of the fax stamp or date of email transmission, shall be the exclusive means used to determine
20 whether a Request for Exclusion has been timely submitted. Any Class Member who requests to
21 be excluded from the Settlement Class will not be entitled to any recovery under the Settlement
22 and will not be bound by the terms of the Settlement or have any right to object, appeal or
23 comment thereon. Class Members who receive a Notice Packet but fail to submit a valid and
24 timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of
25 the Settlement and any Final Judgment entered in this Action if the Settlement is approved by the
26 Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement
27 Administrator shall provide counsel for the Parties with a complete list of all members of the Class
28 who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their

1 counsel seek to solicit or otherwise encourage any Class Member to submit a Request for
2 Exclusion from the Settlement.

3 2.18 *Objections.* The Notice Packet shall state that Class Members who wish to
4 object to the Settlement must mail a written statement of objection (“Notice of Objection”) to the
5 Settlement Administrator by the Response Deadline. The date of postmark on the return envelope,
6 fax date or email date shall be deemed the exclusive means for determining whether a Notice of
7 Objection was timely submitted. The Notice of Objection must be signed by the Class Member
8 and state: (1) the full name, address, and telephone number of the Class Member; (2) the dates of
9 employment of the Class Member; (3) the job title(s) and job location(s) of the Class Member; (4)
10 the last four digits of the Class Member’s Social Security number; (5) the basis for the objection;
11 and (6) whether the Settlement Class Member intends to appear at the Final Approval Hearing,
12 and provide any legal briefs, papers or memoranda the objecting Class Member proposes to
13 submit to the Court. Class Members who fail to make objections in the manner specified above
14 shall be deemed to have waived any written objections to the Settlement. No later than fourteen
15 calendar (14) days after the Response Deadline, the Settlement Administrator shall provide
16 counsel for the Parties with complete copies of all objections received, including the postmark
17 dates or other proof of timely submission for each objection. At no time shall any of the Parties or
18 their counsel seek to solicit or otherwise encourage Class Members to file or serve written
19 objections to the Settlement or appeal from the Final Approval Order and Final Judgment. Class
20 Counsel shall not represent any Class Members with respect to any such objections.

21 2.19 *No Solicitation of Settlement Objections or Exclusions.* The Parties agree to
22 use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or
23 their counsel seek to solicit or otherwise encourage Class Members to submit either written
24 objections to the Settlement or Requests for Exclusion from the Settlement, or to appeal from the
25 Court’s Final Judgment.

26 2.20 *Funding and Allocation of Settlement.* Defendants are required to pay the
27 sum of the Individual Settlement Payments, the Class Representative Service Awards, Class
28 Counsel Fees, Class Counsel Costs, the LWDA PAGA Allocation, and the Settlement

1 Administration Costs, as specified in this Agreement, up to the Gross Settlement Fund of Seven
2 Hundred Fifty Thousand Dollars (\$750,000).

3 a. Within fifteen (15) calendar days following the Effective Date of the
4 Settlement, Defendants/Cross-Defendants shall deposit into the Settlement Fund Account their
5 respective shares of the Seven Hundred Fifty Thousand Dollars (\$750,000) Gross Settlement Fund
6 owing in accordance with the terms of this Agreement. No distributions from the Settlement Fund
7 Account shall occur until authorization in writing or via e-mail is provided to the Settlement
8 Administrator by Class Counsel and Defendants' counsel. Any interest that accrues within the
9 Settlement Fund Account shall be applied toward the Gross Settlement Fund.

10 b. No more than five (5) business days after the Settlement is fully
11 funded, the Settlement Administrator will provide the Parties with an accounting of all anticipated
12 payments and awards from the fund. Payments from the fund shall be made for (1) Individual
13 Settlement Payments to Settlement Class Members, (2) the Class Representative Service Awards,
14 as specified in this Agreement and approved by the Court; (3) Class Counsel Fees and Class
15 Counsel Costs, as specified in this Agreement and approved by the Court; (4) Settlement
16 Administration Costs, as specified in this Agreement and approved by the Court; and (5) the
17 LWDA PAGA Allocation, as specified in this Agreement and approved by the Court.

18 2.21 *Individual Settlement Payments.* Individual Settlement Payments will be
19 paid from the Net Settlement Fund and shall be paid pursuant to the formula set forth in Paragraph
20 2.22 herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to
21 Settlement Class Members' last known mailing address within fourteen (14) calendar days after
22 the funding of the Settlement is completed. Individual Settlement Payments reflect settlement of a
23 dispute regarding wages and interest/penalties. Individual Settlement Payments will be allocated
24 as follows: forty percent (40%) as penalties; forty percent (40%) as interest; and twenty percent
25 (20%) as wages. The Settlement Administrator shall issue the appropriate tax documents
26 associated with the Individual Settlement Payments. Any checks issued to Settlement Class
27 Members shall remain valid and negotiable for 180 days from the date of issuance.

28 a. *Unclaimed Wages.* Subject to the Court's approval and a finding of

1 good cause, the unclaimed amounts from any Individual Settlement Payment checks that were not
2 cashed or deposited within 180 days from the date of issuance shall be held by the State of
3 California Unclaimed Wages Fund of the Department of Industrial Relations. Under this proposal
4 for distribution of unclaimed funds, if any Settlement Class Member does not cash or deposit his
5 or her Individual Settlement Payment check within 180 days after issuance, then 10 business days
6 after the 180-day deadline, the Settlement Administrator shall void the check and remit the funds
7 to the State of California Unclaimed Wages Fund for the benefit of the employee, together with a
8 spreadsheet identifying the information for each Settlement Class Member who did not timely
9 cash or deposit his or her Individual Settlement Payment check and the amount of the uncashed
10 check. The Parties agree that good cause exists for the Court to approve the proposed distribution
11 pursuant to California Code of Civil Procedure section 384, because the unclaimed funds include
12 unclaimed wages of employees that will be held by the State of California for the benefit of said
13 employees, who may request receipt of payment from the State of California Unclaimed Wages
14 Fund. Thus, the Parties believe that the proposed distribution would better serve the interests of
15 Settlement Class Members than the distribution proposed in California Code of Civil Procedure
16 section 384.

17 (i) However, if the Court ultimately decides that the distribution
18 specified in California Code of Civil Procedure section 384 should instead occur (i.e., that good
19 cause does not exist for the Parties' alternate distribution proposal described above), then the
20 Parties agree to the following distribution by the Settlement Administrator as specifically
21 permitted by California Code of Civil Procedure section 384 under the same timeline specified in
22 Paragraph 2.21(a): Any unclaimed amounts from any Individual Settlement Payments to
23 Settlement Class Members plus any accrued interest thereon that has not otherwise been
24 distributed pursuant to order of the Court, shall be transmitted as follows: (1) twenty-five percent
25 (25%) will be distributed to the State Treasury for deposit in the Trial Court Improvement and
26 Modernization Fund, established in section 77209 of the Government Code, and subject to
27 appropriation in the annual Budget Act for the Judicial Council to provide grants to trial courts for
28 new or expanded collaborative courts or grants for Sargent Shriver Civil Counsel; and (2) seventy-

1 five percent (75%) will be distributed to the State Treasury for deposit into the Equal Access Fund
2 of the Judicial Branch, to be distributed in accordance with sections 6216 to 6223, inclusive, of the
3 Business and Professions Code, except that administrative costs shall not be paid to the State Bar
4 or the Judicial Council from this sum.

5 b. *FLSA Settlement Class and Opt-In Language.* Each Settlement Class
6 Member's Individual Settlement Payment check will include the following language
7 acknowledging that, by cashing or depositing the Individual Settlement Payment check, that
8 person is opting into the Action for purposes of the FLSA: "By endorsing this check for cash or
9 deposit, I am hereby opting into the FLSA Settlement Class in the action entitled *Granciano, et al.*
10 *v. Southwind Foods, LLC, et al.*, Los Angeles Superior Court Case No. BC538900, and I agree and
11 acknowledge that by doing so the claims that I am releasing will also include any claims that I
12 have under the FLSA (29 U.S.C. §§ 201, *et seq.*) only as to the Released Claims as set forth more
13 fully in the Notice of Settlement." Settlement Class Members who timely cash their Individual
14 Settlement Payments (and, in doing so, become FLSA Settlement Class Members) will be deemed
15 to have opted into the Action for purposes of the FLSA and, as to those FLSA Settlement Class
16 Members, the Released Claims include any claims such FLSA Settlement Class Members may
17 have under the FLSA only as to the Released Claims. Only those Settlement Class Members who
18 timely cash their settlement check will be deemed to have opted into the Action for purposes of
19 the FLSA and thereby released and waived any of their claims under the FLSA only as to the
20 Released Claims.

21 2.22 *Calculation of Individual Settlement Payments.* Individual Settlement
22 Payments to Settlement Class Members will be calculated by the Settlement Administrator as
23 follows: The Settlement Administrator will calculate the Net Settlement Fund and 25% of the
24 LWDA PAGA Allocation. Defendants will calculate the total Compensable Work Weeks for all
25 Class Members and will provide that information to the Settlement Administrator. The respective
26 Compensable Work Weeks for each Class Member, as set forth in the Class List by Defendants,
27 will be divided by the total Compensable Work Weeks for all Class Members, resulting in the
28 Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be

1 multiplied by the Net Settlement Fund to determine his or her Individual Settlement Payment. This
2 is a “no claims made”, non-reversionary settlement. Thus, to the extent any Class Member validly
3 requests exclusion, the portion of the Net Settlement Fund that would have been paid to the
4 excluded Class Members(s) shall be distributed on an equal, *pro rata* basis among all Settlement
5 Class Members as part of their Individual Settlement Payment. Each Individual Settlement
6 Payment will be reduced by any legally mandated deductions for payroll taxes or other required
7 withholdings. Southwind shall be responsible for payment of any employer-side payroll taxes in
8 addition to Southwind’s payment of its share of the Gross Settlement Fund in the amount of
9 \$623,500. Other than Plaintiffs, Settlement Class Members are not eligible to receive any
10 compensation other than an Individual Settlement Payment, and they may only receive an
11 Individual Settlement Payment if they do not timely and validly request exclusion.

12 2.23 *Class Representative Service Awards.* Defendants agree not to oppose or
13 object to any application or motion by Plaintiffs to be appointed Class Representatives and for a
14 Class Representative Service Award to be paid to each Plaintiff, not to exceed Ten Thousand
15 Dollars (\$10,000.00) each, as consideration for the release of all Released Claims, for the risks
16 undertaken and potential stigma that may attach for filing this lawsuit against their former
17 employer(s), and for their time and effort in bringing and prosecuting this matter for the benefit of
18 Class Members. The Class Representative Service Awards shall be paid to Plaintiffs from the
19 Gross Settlement Fund no later than fourteen (14) calendar days after funding of the Settlement is
20 completed. The Settlement Administrator shall issue an IRS Form 1099–MISC to each Plaintiff
21 for their Class Representative Service Award. Plaintiffs agree to provide the Settlement
22 Administrator with an executed IRS Form W-9 before the Class Representative Service Awards
23 are issued. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on
24 their respective Class Representative Service Award and shall hold harmless Defendants from any
25 claim or liability for taxes, penalties or interest arising as a result of the payment of Class
26 Representative Service Awards. The Class Representative Service Awards shall be in addition to
27 each Plaintiff’s Individual Settlement Payment as a Settlement Class Member. In the event that the
28 Court awards less than the requested amount of each Class Representative Service Award, then

1 any portion of the requested amount not awarded to either or both Plaintiffs shall become part of
2 the Net Settlement Fund. In the event the Court reduces or does not approve the requested Class
3 Representative Service Awards, Plaintiffs shall not have the right to revoke their agreement to the
4 Settlement, which shall remain binding on the Parties.

5 2.24 *Class Counsel Fees and Costs.* Defendants agree not to oppose or object to
6 any application or motion by Class Counsel for attorneys' fees not to exceed Two Hundred Forty
7 Nine Thousand Nine Hundred Seventy Five Dollars (\$249,975). Defendants also agree not to
8 oppose or object to any application or motion by Class Counsel for reimbursement of actual costs
9 incurred not to exceed Twenty-Six Thousand Dollars (\$26,000), as supported by declarations from
10 Class Counsel. Class Counsel shall be paid any Court-approved fees and costs no later than
11 fourteen (14) calendar days after the Settlement is fully funded. Class Counsel shall be solely and
12 legally responsible to pay all applicable taxes on the payments made pursuant to this Paragraph.
13 The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the
14 payments made pursuant to this Paragraph. This Settlement is not contingent upon the Court
15 awarding Class Counsel any particular amounts in attorneys' fees or costs. In the event the Court
16 reduces or does not approve the requested amounts of Class Counsel Fees and/or Class Counsel
17 Costs, the Settlement shall remain binding on the Parties. Any amounts requested by Class
18 Counsel for Class Counsel Fees and Class Counsel Costs and not granted by the Court shall return
19 to the Net Settlement Fund and be distributed as provided in this Agreement.

20 2.25 *PAGA.* Subject to Court approval, the Parties shall allocate a total of Ten
21 Thousand Dollars (\$10,000) from the Gross Settlement Fund for the compromise of claims under
22 PAGA, Cal. Lab. Code §§ 2698, *et seq.* California Labor Code section 2699(i) requires that the
23 Parties distribute any settlement of PAGA claims as follows: seventy-five percent (75%) to the L
24 WDA for enforcement of labor laws and education of employers; and twenty-five percent (25%)
25 to "aggrieved employees." The Parties, therefore, agree that Seven Thousand Five Hundred
26 Dollars (\$7,500) of the LWDA PAGA Allocation shall be paid to the LWDA from the Gross
27 Settlement Fund by the Settlement Administrator no later than fourteen (14) calendar days after
28 the Settlement is fully funded. The remaining Two Thousand Five Hundred Dollars (\$2,500) of

1 the LWDA PAGA Allocation shall be part of the Net Settlement Fund to be distributed in
2 accordance with the terms of this Stipulation.

3 2.26 *Option to Terminate Settlement.* If, after the Response Deadline and before
4 the Final Approval Hearing, the number of Class Members who submitted timely and valid
5 Requests for Exclusion from the Settlement exceeds five percent (5%) of all potential Settlement
6 Class Members, Defendants shall have, in their respective sole discretion, the option to terminate
7 this Settlement. If Defendants exercise their option to terminate this Settlement, Defendants shall
8 pay all Settlement Administration Costs incurred up to the date of termination.

9 2.27 *Settlement Administration Costs.* The Settlement Administrator shall be
10 paid for the costs of administration of the Settlement from the Gross Settlement Fund. The
11 Settlement Administrator has submitted a bid for services that is capped at \$14,500. No fewer
12 than thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator
13 shall provide the Parties with a statement detailing the costs of administration, showing the
14 estimated Individual Settlement Payments to be made to Settlement Class Members, and listing
15 the names and number of Class Members who have objected to or requested exclusion from the
16 Settlement. The Settlement Administrator, on Defendants' behalf, shall have the authority and
17 obligation to make payments, credits, and disbursements, including payments and credits in the
18 manner set forth herein, to Settlement Class Members calculated in accordance with the
19 methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in
20 the settlement administration process and to make all reasonable efforts to control and minimize
21 the cost and expenses incurred in administration of the Settlement.

22 2.28 *Settlement Administration.* The Parties each represent they do not have any
23 financial interest in the Settlement Administrator or otherwise have a relationship with the
24 Settlement Administrator that could create a conflict of interest. Plaintiffs' Counsel represents that
25 they have carefully vetted the proposed Settlement Administrator for adherence to reasonable
26 security measures and insurance coverage for cyber theft and losses from errors and omissions.
27 The Settlement Administrator shall be responsible for: processing and mailing payments to the
28 Class Representatives, Class Counsel, and Settlement Class Members; printing and mailing the

1 Notice Packets to Class Members as directed by the Court; receiving and reporting the Requests
2 for Exclusion and Notices of Objection submitted by Class Members; providing a declaration(s) as
3 necessary in support of preliminary and/or final approval of this Settlement; development and
4 maintenance of a Settlement website to post key documents regarding the Settlement and Final
5 Judgment, and other tasks as the Parties mutually agree or the Court orders the Settlement
6 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of
7 the performance of all Settlement Administrator responsibilities. Any legally-mandated tax
8 reports, tax forms, tax filings or other tax documents required by administration of this Agreement
9 shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such
10 preparation shall be a cost of administration of the Settlement. The Settlement Administrator shall
11 be paid Settlement Administration Costs no later than fourteen (14) calendar days after the
12 Settlement is fully funded.

13 2.29 *Final Approval Hearing.* At a reasonable time following the Response
14 Deadline, the Court shall hold the Final Approval Hearing, where objections, if any, may be heard,
15 and the Court shall determine amounts properly payable for (i) Class Counsel Fees and Costs, (ii)
16 Class Representative Service Awards, (iii) Individual Settlement Payments, (iv) the LWDA
17 PAGA Allocation, and (v) Settlement Administration Costs.

18 2.30 *Entry of Final Judgment.* If the Court approves this Settlement at the Final
19 Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the
20 Settlement has been fully funded, with the Court retaining jurisdiction over the Parties to enforce
21 the terms of the judgment. Notice of entry of Final Judgment will be provided on the Settlement
22 website to be created and maintained by the Settlement Administrator, which the Parties agree will
23 satisfy due process.

24 2.31 *No Effect on Employee Benefits.* Amounts paid to Plaintiffs or other
25 Settlement Class Members pursuant to this Agreement will not count as earnings or compensation
26 for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendants.

27 2.32 *Nullification of Settlement Agreement.* In the event: (i) the Court does not
28 enter the Preliminary Approval Order substantially in the form specified herein; (ii) the Court does

1 not grant final approval of the Settlement as provided herein; (iii) the Court does not enter a Final
2 Judgment as provided herein; or (iv) the Settlement does not become final for any other reason,
3 this Settlement Agreement shall be null and void and any order or judgment entered by the Court
4 in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the
5 Parties and any funds to be awarded under this Settlement shall be returned to their respective
6 statuses as of the date and time immediately prior to the execution of this Agreement, and the
7 Parties shall proceed in all respects as if this Agreement had not been executed, except that any
8 fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.
9 In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is
10 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
11 other appellate review, but any fees incurred by the Settlement Administrator prior to it being
12 notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review,
13 shall be paid to the Settlement Administrator by Defendants within thirty (30) days of said
14 notification.

15 2.33 *No Admission By the Parties.* Defendants deny any and all claims alleged in
16 this Action and deny all wrongdoing whatsoever. This Agreement is not a concession or
17 admission, and shall not be used against Defendants as an admission or indication with respect to
18 any claim of any fault, concession or omission by Defendants.

19 2.34 *Dispute Resolution.* Except as otherwise set forth herein, all disputes
20 concerning the interpretation, calculation or payment of settlement claims, or other disputes
21 regarding compliance with this Agreement shall be resolved as follows:

22 a. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any
23 Settlement Class Members, or the Defendants at any time believe that another Party has breached
24 or acted contrary to the Agreement, that Party shall notify the other Parties in writing of the
25 alleged violation.

26 b. Upon receiving notice of the alleged violation or dispute, the
27 responding party shall have ten (10) days to correct the alleged violation and/or respond to the
28 initiating party with the reasons why the Party disputes all or part of the allegation.

1 c. If the response does not address the alleged violation to the initiating
2 party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their
3 differences.

4 d. If Class Counsel and Defendants are unable to resolve their
5 differences after twenty (20) days, either Party may file an appropriate motion for enforcement
6 with the Court.

7 2.35 *Exhibits and Headings.* The terms of this Agreement include the terms set
8 forth in any attached exhibit, which are incorporated by this reference as though fully set forth
9 herein. Any exhibits to this Agreement are an integral part of the Settlement. The descriptive
10 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
11 only and do not constitute a part of this Agreement.

12 2.36 *Interim Stay of Proceedings.* The Parties agree to make all efforts to obtain
13 a stay of all proceedings in the Action, except such proceedings necessary to implement and
14 complete the Settlement such as the filing of a stipulation for leave to file a TAC adding a
15 proposed FLSA claim for proposed release under the Settlement terms, in abeyance pending the
16 Final Approval Hearing to be conducted by the Court.

17 2.37 *Amendment or Modification.* This Agreement may be amended or modified
18 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

19 2.38 *Entire Agreement.* This Agreement and any attached exhibits constitute the
20 entire Agreement among the Parties, and no oral or written representations, warranties or
21 inducements have been made to any Party concerning this Agreement or its exhibits other than the
22 representations, warranties, and covenants contained and memorialized in the Agreement and its
23 exhibits.

24 2.39 *Authorization to Enter into Settlement Agreement.* Counsel for all Parties
25 warrant and represent they are expressly authorized by the Parties whom they represent to
26 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Agreement. The Parties and their counsel will

1 cooperate with each other and use their best efforts to effect the implementation of the Settlement.
2 In the event the Parties are unable to reach agreement on the form or content of any document
3 needed to implement the Settlement, or on any supplemental provisions that may become
4 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the
5 Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendants
6 represent and warrant that they are authorized to sign this Agreement on behalf of Defendants.
7 Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have
8 not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

9 2.40 *Binding on Successors and Assigns.* This Agreement shall be binding upon,
10 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11 2.41 *California Law Governs.* All terms of this Agreement and the exhibits
12 hereto shall be governed by and interpreted according to the laws of the State of California.

13 2.42 *This Settlement is Fair, Adequate, and Reasonable.* The Parties believe this
14 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
15 Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
16 present and potential.

17 2.43 *Jurisdiction of the Court.* The Parties agree that the Court shall retain
18 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
19 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
20 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing,
21 and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in
22 connection therewith.

23 2.44 *Invalidity of Any Provision.* Before declaring any provision of this
24 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
25 extent possible consistent with applicable precedents, so as to find all provisions of this
26 Agreement valid and enforceable.

27 2.45 *Waiver of Certain Appeals.* The Parties agree to waive appeals and to
28 stipulate to class certification for purposes of this Settlement only.

1 2.46 *Cooperation.* The Parties agree to cooperate fully with one another to
2 accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be
3 limited to, execution of such other documents and the taking of such other action as may be
4 reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use
5 their best efforts, including all efforts contemplated by this Settlement and any other efforts that
6 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set
7 forth herein.

8 a. Extension of Five Year Trial Deadline: To this end, the Parties
9 hereby stipulate to extend the five year statutory deadline to bring the case to trial under California
10 Code of Civil Procedure section 583.310 by one year. With the one year extension, the deadline to
11 bring the case to trial is March 11, 2020.

12 2.47 *Confidentiality of Settlement.* The Parties and their respective counsel (and
13 all employees thereof) expressly agree that they will maintain in strict confidence the fact that this
14 Action has settled, and the terms of the Settlement, until such time as Preliminary Approval is
15 granted by the Court (if granted). The Parties recognize that aspects of this Settlement will be on
16 file with the Court. However, except for information or documents disclosed to the Court as part
17 of preliminary approval of the Settlement, the Parties will not disclose or initiate the disclosure of
18 this Settlement or its terms until such time as Preliminary Approval is granted.

19 2.48 *Notices.* Unless otherwise specifically provided, all notices, demands or
20 other communications in connection with this Stipulation shall be: (1) in writing; (2) deemed
21 given on the third business day after mailing; and (3) sent via United States registered or certified
22 mail, return receipt requested, addressed as follows:

23 **To Plaintiffs:**

24 Raymond P. Boucher
25 Shehnaz M. Bhujwala
26 Neil M. Larsen
27 Boucher, LLP
28 21600 Oxnard Street, Suite 600
 Woodland Hills, California 91367

1 Sahag Majarian, II
2 Law Offices of Sahag Majarian, II
3 18250 Ventura Blvd.
4 Tarzana, CA 91356

4 **To Defendants:**

5 John L. Barber, Esq.
6 Alison M. Miceli, Esq.
7 Lewis Brisbois Bisgaard & Smith LLP
8 701 B Street, Suite 1900
9 San Diego, CA 92101
10 *Attorneys for Southwind Foods, LLC*

11 Rob D. Cucher, State Bar Number 219726
12 LAW OFFICES OF ROB CUCHER
13 315 South Beverly Drive, Suite 310
14 Beverly Hills, California 90212
15 *Attorneys for Defendant and Cross-Defendant Staffpoint, LLC*

16 Lawrence Hoodack, State Bar Number 97629
17 LAW OFFICES OF LAWRENCE HOODACK
18 P.O. Box 28514
19 Anaheim, California 92809
20 Telephone: 714-634-2030
21 *Attorney for Defendant and Cross-Defendant Alliance Professional Business*
22 *Solutions, Inc.*

23 Carl John Pentis, State Bar Number 116453
24 CARL JOHN PENTIS, ATTORNEY AT LAW
25 500 N State College Blvd, Suite 1200
26 Orange, California 92868
27 *Attorney for Cross-Defendant Ashwin Syal*

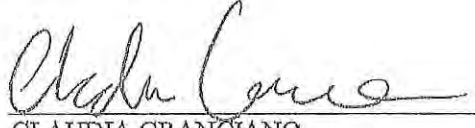
19 2.49 *Execution by Settlement Class Members.* It is agreed that it is impossible or
20 impractical to have each Class Member execute this Settlement Agreement. The Notice of
21 Settlement will advise all Settlement Class Members of the binding nature of the releases and such
22 shall have the same force and effect as if each Settlement Class Member executed this Stipulation.

23 2.50 *Execution by Plaintiffs.* Plaintiffs, by signing this Stipulation, are each
24 bound by the terms herein and further agree not to request to be excluded from the Settlement.
25 Any such request for exclusion shall therefore be void and of no force or effect.

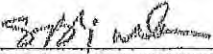
26 2.51 The Parties hereto agree that the terms and conditions of this Amended
27 Stipulation are the result of lengthy, intensive, arm's-length negotiations between the Parties and
28 that this Stipulation shall not be construed in favor of or against any of the Parties by reason of

1 their participation in the drafting of this Stipulation.

2 2.52 This Stipulation shall become effective upon its execution by all of the
3 undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel and Cross-
4 Defendants' Counsel may execute this Stipulation in counterparts, and the execution of
5 counterparts shall have the same force and effect as if each had signed the same instrument.
6 Copies of the executed Agreement shall be effective for all purposes as though the signatures
7 contained therein were original signatures.

8
9
10 DATED: 5-16-18 By: 
11 CLAUDIA GRANCIANO
12 Plaintiff

13
14 DATED: _____ By: _____
15 RICARDO CONTRERAS
16 Plaintiff

17 DATED: May 16, 2018 BOUCHER LLP
18
19 By: 
20 RAYMOND P. BOUCHER
21 SHEHNAZ M. BHUJWALA
22 NEIL M. LARSEN
23 Attorneys for Plaintiffs and the Putative Class

24 DATED: _____ LAW OFFICES OF SAHAG MAJARIAN II
25
26 By: _____
27 SAHAG MAJARIAN II
28 Attorneys for Plaintiffs and the Putative Class

1 their participation in the drafting of this Stipulation.

2 2.52 This Stipulation shall become effective upon its execution by all of the
3 undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel and Cross-
4 Defendants' Counsel may execute this Stipulation in counterparts, and the execution of
5 counterparts shall have the same force and effect as if each had signed the same instrument.
6 Copies of the executed Agreement shall be effective for all purposes as though the signatures
7 contained therein were original signatures.

8
9
10 DATED: 5/23/18

By: _____
CLAUDIA GRANCIANO
Plaintiff

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13 DATED: 5/23/18

By: _____
RICARDO CONTRERAS
Plaintiff

14
15
16
17 DATED: May 16, 2018

BOUCHER LLP

18
19 By: _____
RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
NEIL M. LARSEN

20
21 Attorneys for Plaintiffs and the Putative Class

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23
24 DATED: _____

LAW OFFICES OF SAHAG MAJARIAN II

25
26 By: _____
SAHAG MAJARIAN II

27 Attorneys for Plaintiffs and the Putative Class
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1 their participation in the drafting of this Stipulation.

2 2.52 This Stipulation shall become effective upon its execution by all of the
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4 Defendants' Counsel may execute this Stipulation in counterparts, and the execution of
5 counterparts shall have the same force and effect as if each had signed the same instrument.
6 Copies of the executed Agreement shall be effective for all purposes as though the signatures
7 contained therein were original signatures.

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10 DATED: _____

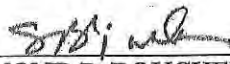
By: _____
CLAUDIA GRANCIANO
Plaintiff

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14 DATED: _____

By: _____
RICARDO CONTRERAS
Plaintiff

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17 DATED: May 16, 2018

BOUCHER LLP

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19 By:  _____
20 RAYMOND P. BOUCHER
21 SHEHNAZ M. BHUJWALA
22 NEIL M. LARSEN

Attorneys for Plaintiffs and the Putative Class

23
24 DATED: 5/18/18 _____

LAW OFFICES OF SAHAG MAJARIAN II

25
26 By:  _____
SAHAG MAJARIAN II

Attorneys for Plaintiffs and the Putative Class

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DATED: 5-30-18

By: 
For Defendant Southwind Foods, LLC

DATED: 05/30/18

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 
JOHN L. BARBER
ALISON M. MICELI

Attorneys for Defendant and Cross-Complainant
Southwind Foods, LLC

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DATED: May 29, 2018

By: Rob D. Cucher/POA.
For Defendant and Cross-Defendant
Staffpoint, LLC

DATED: May 29, 2018

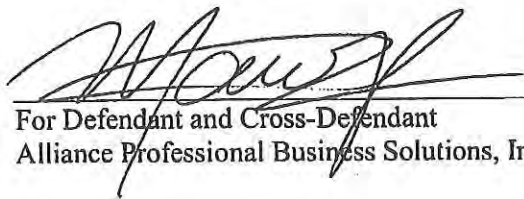
LAW OFFICES OF ROB D. CUCHER

By: Rob D. Cucher
ROB D. CUCHER

Attorneys for Defendant and Cross-Defendant
Staffpoint, LLC

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DATED: 5/31/18

By: 
For Defendant and Cross-Defendant
Alliance Professional Business Solutions, Inc.

DATED: _____

LAW OFFICES OF LAWRENCE HOODACK

By: _____
LAWRENCE HOODACK

Attorneys for Defendant and Cross-Defendant
Alliance Professional Business Solutions, Inc.

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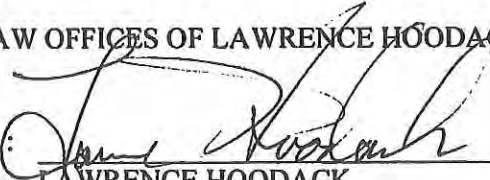
DATED: _____

By: _____

For Defendant and Cross-Defendant
Alliance Professional Business Solutions, Inc.

DATED: 5/31/18

LAW OFFICES OF LAWRENCE HOODACK


By:  _____

LAWRENCE HOODACK

Attorneys for Defendant and Cross-Defendant
Alliance Professional Business Solutions, Inc.

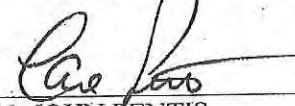
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DATED: 5/30/18

By: 
Cross-Defendant Ashwin Syal

DATED: 5/30/18

CARL JOHN PENTIS, ATTORNEY AT LAW

By: 
CARL JOHN PENTIS

Attorneys for Cross-Defendant Ashwin Syal

EXHIBIT A(A)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Claudia Granciano, et al. v. Southwind Foods, LLC, et al.
Superior Court of the State of California, County of Los Angeles
Case No. BC538900

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. **PLEASE READ THIS NOTICE CAREFULLY.**

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected whether you act or not.*

WHAT IS IN THIS NOTICE

- | | | |
|----|--|--------|
| 1. | Why should you read this Notice? | Page 1 |
| 2. | What is the Lawsuit about? | Page 2 |
| 3. | The proposed Settlement..... | Page 3 |
| 4. | What do I have to do in response to this Notice? | Page 6 |
| 5. | How will my rights be affected? | Page 7 |
| 6. | Who are the attorneys representing the Parties? | Page 9 |
| 7. | How do I obtain additional information? | Page 9 |

1. Why should you read this Notice?

You received this Notice because your employment records with Southwind Foods, LLC ("Southwind"), Staffpoint, LLC ("Staffpoint"), and/or Alliance Professional Business Solutions, Inc. ("Alliance") (collectively, "Defendants") indicate that you are eligible to receive a settlement payment as a "Class Member" under the proposed Settlement in the lawsuit entitled *Granciano, et al. v. Southwind Foods, LLC, et al.*, which is pending before the Superior Court of the State of California, County of Los Angeles, Case No. BC538900 (the "Lawsuit").

Because your rights may be affected by the proposed Settlement whether you act or not, it is important that you carefully read this Notice.

The Court in this Lawsuit ordered that this Notice be mailed to all Class Members to notify you of the proposed Settlement. This Notice does not express any opinion by the Court regarding the merits of any claims or defenses asserted by any party in the Lawsuit. Instead, this Notice was sent to you to inform you that this Lawsuit is pending and of the terms of the proposed Settlement, so that you may make appropriate decisions. In the event that this Notice conflicts with the Settlement Agreement, the terms of the Settlement Agreement shall govern.

The proposed Settlement will apply to all persons who meet the definition of the following Class:

All current and former non-exempt employees employed by Southwind Foods, LLC, Staffpoint, LLC, and/or Alliance Professional Business Solutions, Inc. who worked in any of Southwind Foods, LLC's facilities located in California at any time from March 11, 2010 through May 1, 2016 (the "Class Period").

According to Defendants' employment records, you are a member of the Class ("Class Member") because you are or were employed by one or more of the Defendants as a non-exempt employee who worked in one or more of Southwind Foods, LLC's facilities located in California sometime between March 11, 2010 and May 1, 2016. Again, as a Class Member, you are eligible to receive a settlement payment under the proposed Settlement.

Plaintiffs Claudia Granciano and Ricardo Contreras ("Plaintiffs") and Defendants, together with Cross-Defendants including Cross-Defendant Ashwin Syal, have presented this Settlement to the Court for its review and approval. On **[Date of Preliminary Approval Order]**, the Court ordered that this Notice be provided to Class Members.

The Court will decide whether to provide final approval to the Settlement at a hearing currently scheduled for _____ at ____ a.m/p.m., in **Department 14 of the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, which is located at 312 North Spring Street, Los Angeles, California 90012**, before the Honorable Kenneth R. Freeman (the "Final Approval Hearing"). The Final Approval Hearing may be continued to another date. If that happens, the Settlement Administrator will post information about the new date and time on the Settlement website at **[settlement website address]**. Notice of final approval and judgment will also be posted to the Settlement website at **[settlement website address]**.

2. What is the Lawsuit about?

The Lawsuit is a putative class and representative action, meaning a lawsuit where the claims and rights of many people are decided in a single court proceeding. In this case, there are two named plaintiffs, Ms. Claudia Granciano and Mr. Ricardo Contreras ("Plaintiffs"). Plaintiff Granciano, individually and on behalf of all other similarly situated employees, filed a wage and hour class action lawsuit against Southwind Foods, LLC and Staffpoint, LLC, on March 11, 2014 in the Superior Court of California, County of Los Angeles. On May 21, 2015, Plaintiff Granciano filed a First Amended Complaint to add Alliance Professional Business Solutions, Inc. as an additional Defendant. On July 8, 2015, Plaintiff Granciano filed a Second Amended Complaint to add Mr. Contreras as an additional Plaintiff and to seek relief pursuant to the California Private Attorneys General Act of 2004 ("PAGA") (Cal. Lab. Code §§ 2698, *et seq.*).

The Lawsuit alleges that Defendants (1) failed to pay wages for all hours worked (Cal. Lab. Code § 1194), (2) failed to pay overtime compensation (Cal. Lab. Code § 510), (3) failed to provide meal periods (Cal. Lab. Code §§ 226.7 and 512), (4) failed to furnish complete and

accurate wage statements (Cal. Lab. Code § 226), (5) failed to timely pay wages upon termination or resignation (Cal. Lab. Code §§ 201 and 202), (6) violated the PAGA (Cal. Lab. Code §§ 2698, *et seq.*), and (7) violated California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

As part of the Preliminary Approval process, Plaintiffs shall amend the operative Complaint to add a cause of action for unpaid wages pursuant to the Fair Labor Standards Act ("FLSA") and file it with the Court. Defendants will stipulate for leave to file the Third Amended Complaint. In the event that the Settlement does not become final for any reason, then any Order permitting the filing of the Third Amended Complaint shall be treated by the Parties as void *ab initio* and the Second Amended Complaint will become Plaintiffs' operative Complaint again.

Defendants deny these allegations and contend they complied with the law. Despite the Parties' respective positions and arguments, the Parties recognize the uncertainty and risks of further litigation of the Lawsuit, which would be protracted and expensive for the Parties. Accordingly, the Parties have agreed to settle the Lawsuit, subject to Court approval, upon the terms set forth in the Amended Stipulation Regarding Class Action Settlement and Release (the "Stipulation" or "Settlement" or "Agreement" or "Settlement Agreement"). The settlement is a compromise. Defendants, by settling the Lawsuit, do not admit, concede or imply any fault, wrongdoing or liability. Defendants will object to any claim if for any reason the Court does not approve the Settlement.

3. The proposed Settlement.

In exchange for the release of claims and cross-claims against Defendants and final judgment in the Lawsuit, Defendants agreed to pay up to Seven Hundred Fifty Thousand Dollars (\$750,000) ("Gross Settlement Fund"), exclusive of Defendants' employer-side payroll tax obligations that will be paid separately by Southwind Foods, LLC. The contributions shall be made as follows: \$623,500 by Southwind Foods, LLC, \$50,000 by Travelers Casualty and Surety Company of America on behalf of Southwind Foods, LLC, \$50,000 by Alliance Professional Business Solutions, Inc., \$25,000 by Ashwin Syal, and \$1,500 by Staffpoint, LLC.

After payment of Class Representative Service Awards to Plaintiffs, a PAGA payment to the California Labor and Workforce Development Agency ("LWDA"), Settlement Administration Costs, and Class Counsel attorneys' fees and costs are deducted from the Gross Settlement Fund, remaining funds will be distributed to Class Members who do not submit a valid and timely Request for Exclusion from the Settlement ("Settlement Class Members"), as further explained below:

- A. **Plaintiffs' Class Representative Service Awards.** Class Counsel will ask the Court to authorize Service Awards of up to Ten Thousand Dollars (\$10,000) each to Plaintiffs for their service as Class Representatives. Plaintiffs will also be entitled to receive Individual Settlement Payments from the Net Settlement Fund as described below.

- B. **PAGA Payment.** Ten Thousand Dollars (\$10,000) will be paid to settle claims alleged under PAGA. Of that amount, Seven Thousand Five Hundred Dollars (\$7,500), will be paid to the LWDA for its 75% share of the PAGA payment, and Two Thousand Five Hundred Dollars (\$2,500) will be distributed equally to Settlement Class Members, including Plaintiffs.
- C. **Settlement Administration Costs.** The Settlement Administrator, Simpluris, Inc., will be paid for administering the proposed Settlement, which includes such tasks such as mailing and tracking this Notice, establishing and maintaining the Settlement website, calculating Class Member settlement payments, receiving and reviewing Requests for Exclusion and Objections, mailing checks and tax forms, and reporting to the Parties and the Court. Settlement Administration Costs are capped and will not exceed Fourteen Thousand Five Hundred Dollars (\$14,500).
- D. **Class Counsel Attorneys' Fees and Costs.** You do not need to pay any portion of either Plaintiffs' or Defendants' attorneys' fees and costs. Plaintiffs will ask the Court to award 33.33% of the Gross Settlement Fund to Class Counsel for their attorneys' fees for work performed in prosecuting this class and representative action, which is Two Hundred Forty-Nine Thousand Nine Hundred Seventy-Five Dollars (\$249,975), and for a Cost Award for actual expenses and costs incurred by Class Counsel in prosecuting this action not to exceed Twenty-Six Thousand Dollars (\$26,000).
- E. **Net Settlement Fund.** The amounts described in Subparts A – D, above, will be paid from the Gross Settlement Fund, and any requested amounts not approved by the Court will revert to the Net Settlement Fund for distribution to "Settlement Class Members" who do not validly and timely request exclusion from the Settlement. Subject to Court approval, distribution to Settlement Class Members will be as follows:

Individual Settlement Payments to Settlement Class Members. The Settlement Administrator will determine the portion of the Net Settlement Fund and portion of the PAGA payment to be paid to each Settlement Class Member. Individual Settlement Payments will be calculated as follows:

By dividing the number of Compensable Work Weeks for each Class Member during the Class Period by the total number of Compensable Work Weeks for all Class Members during the Class Period ("Payment Ratio"). A work week is defined as a fixed and regularly recurring period seven consecutive 24-hour periods totaling 168 hours. Here, the term "Work Weeks" simply means the number of such work weeks in which you worked for Defendants at facilities in California during the Class Period, according to Defendants' payroll records. Each Settlement Class Member who does not validly and timely submit a Request for Exclusion will receive a Settlement Payment that includes a sum consisting of the Payment Ratio multiplied by the Net Settlement Fund, minus all applicable taxes except employer-side payroll taxes to be paid by

Southwind Foods, LLC. If any Class Member validly requests exclusion from the Settlement, the portion of the Net Settlement Fund that would have been paid to the excluded Class Members(s) will be distributed to all Settlement Class Members on an equal, *pro rata* basis as part of their Individual Settlement Payment, after deduction of applicable taxes or other required withholdings.

According to Defendants' payroll records, you worked for one or more of the Defendants as a non-exempt employee at one or more of Southwind Foods, LLC's facilities in California sometime between March 11, 2010 and May 1, 2016. The number of your Work Weeks during the Class Period is _____.

If you dispute the information provided regarding the number of Compensable Work Weeks you worked for Defendants in California during the Class Period, then you must notify the Settlement Administrator and specify that you are challenging the number of Compensable Work Weeks and provide supporting documentation and/or an explanation to show contrary employment dates. The Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

Your estimated Individual Settlement Payment, if you decide to participate in the Settlement, and do not submit a valid and timely Request for Exclusion, is \$ _____, less all applicable taxes. This estimated amount may increase or decrease depending on the Court's Orders and the number of Class Members who timely submit valid Requests for Exclusion from the Settlement.

Individual Settlement Payments will be allocated as follows: forty percent (40%) as penalties; forty percent (40%) as interest; and twenty percent (20%) as wages. Each Class Member should seek his or her own personal tax advice prior to acting in response to this Notice.

The check for your Individual Settlement Payment will be mailed by U.S. Mail to your last known mailing address within thirty (30) days after the Effective Date of the Settlement and will remain valid and negotiable for 180 days from the date of issuance. After that time, any unclaimed check will be sent to the California Department of Industrial Relations Unclaimed Wages Fund for your benefit.

4. What do I have to do in response to this Notice?

You do not need to submit a claim form or do anything else to participate in this Settlement and receive your share of the Net Settlement Fund. You also have a right to request to be excluded from the Settlement completely, and the right to object to the Settlement. The option you choose affects whether you receive an Individual Settlement Payment and whether you give up certain rights. The option you choose will in no way affect your employment with Defendants.

Your options are listed below:

- A. **Participate in the Settlement.** To participate in this Settlement and receive your Individual Settlement Payment, you do not need to do anything at this time.
- B. **Participate in the Settlement But Dispute Individual Settlement Payment Information.** If you dispute the information provided in Section 3, above, which will be used to calculate your Individual Settlement Payment, then you must notify the Settlement Administrator and specify that you are challenging the number of Compensable Work Weeks and provide supporting documentation and/or an explanation to show contrary employment dates. Please retain proof of mailing, fax or email correspondence with the Settlement Administrator, or call the Settlement Administrator to make sure your dispute was received.
- C. **Exclude yourself from the Settlement.** To exclude yourself from participating in the Settlement, you must sign and return a written Request for Exclusion to the Settlement Administrator either (1) by First Class or certified U.S. Mail postmarked no later than [Response Deadline], or (2) by facsimile to [Fax number] no later than [Response Deadline], or (3) submit a Request for Exclusion by email, [settlement email address], no later than [Response Deadline]. To be valid, a Request for Exclusion must: (1) contain the complete name, address, telephone number, and last four digits of the Social Security number of the Class Member requesting exclusion; (2) be signed and dated by the Class Member requesting exclusion; and (3) be postmarked, faxed or email stamped by the [Response Deadline] and returned to the Settlement Administrator at the specified address, fax telephone number or email address.

If you timely and validly request to be excluded from the Settlement, you will not receive an Individual Settlement Payment under the Settlement, you will not be bound by the Settlement, and you will not have any right to object to or appeal the Settlement.

Unless a Class Member timely requests to be excluded from the Settlement, the Class Member will be bound by the judgment upon final approval of the Settlement, including the releases described in this Notice.

- D. **Object to the Settlement.** You can ask the Court to deny final approval of the Settlement by filing an objection. You cannot ask the Court to order a larger Settlement or to change the terms of the Settlement. The Court can only approve or deny the proposed Settlement. If the Court denies final approval of the Settlement, no Individual Settlement Payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

If you wish to object to the proposed Settlement (or any portion of it), you must mail, fax or email a written statement of objection (“Notice of Objection”) to the Settlement Administrator by the **[Response Deadline]**.

To be valid, a Notice of Objection must be submitted to the Settlement Administrator on or before **[Response Deadline]**, must be signed by the Class Member, and must contain: (1) the full name, address, and telephone number of the Class Member objecting to the Settlement; (2) the dates of employment of the Class Member; (3) the job title(s) and job location(s) of the Class Member; (4) the last four digits of the Class Member’s Social Security number; (5) the basis for the objection; and (6) whether the Settlement Class Member intends to appear at the Final Approval Hearing, and provide any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court. The date of the postmark on the return envelope, or fax date or email date shall be deemed the exclusive means for determining whether a Notice of Objection was timely submitted. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any written objections to the Settlement.

You do not need to appear at the Final Approval Hearing in order to have your objection considered. The Final Approval Hearing is currently scheduled for _____ at ____ a.m/p.m., in **Department 14 of the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, which is located at 312 North Spring Street, Los Angeles, California 90012**, before the Honorable Kenneth R. Freeman. You may appear at the Final Approval Hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

You may both object to the Settlement and participate in it. Filing an objection will not exclude you from the Settlement. If you wish to be excluded from the Settlement, then you must follow the procedure above in Section C.

5. How will my rights be affected?

If the proposed Settlement is approved by the Court, Plaintiffs and every member of the Class who does not submit a valid and timely Request for Exclusion to the Settlement Administrator

under the procedures set forth above will release Defendants¹ from the “Released Claims” as described in the Settlement Agreement, which include any and all claims asserted in the Action against the Released Parties, or that could have been asserted against the Released Parties based upon the facts alleged in the Third Amended Complaint filed with the Court, by Plaintiffs or any Settlement Class Member, under the California Labor Code, California Wage Orders, California Unfair Competition Law, PAGA, and FLSA, from March 11, 2010 through May 1, 2016.

The Released Claims include, but are not limited to, claims for: (1) Failure to Pay Wages for All Hours Worked (Cal. Lab. Code § 1194) due to Defendants’ alleged time-rounding policies resulting in alleged underpayment of wages for regular and/or overtime hours worked by Plaintiff Granciano and Class Members; (2) Failure to Pay Overtime Compensation (Cal. Lab. Code § 510) due to Defendants’ alleged rounding policies applicable to Plaintiff Granciano and Class Members and auto-deductions of 30 minutes of total time worked and alleged attributions of that time to meal periods without pay; (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512) for Defendants’ alleged failure to provide timely requisite meal periods of not less than 30 minutes to Plaintiff Granciano and Class Members who worked over five hours per shift and who worked over ten hours per shift, or to pay premium payments in lieu thereof; (4) Failure to Timely Pay Wages Upon Termination or Resignation (Cal. Lab. Code §§ 201 and 202) to Plaintiff Granciano and Class Members; (5) Failure to Furnish Accurate Wage Statements (Cal. Lab. Code § 226(a)) to Plaintiffs and Class Members (from March 11, 2013 through May 1, 2016); (6) Unlawful, Deceptive, and/or Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) for the alleged violations set forth herein; and (7) PAGA (Cal. Lab. Code §§ 2698, *et seq.*) for the alleged violations set forth herein.

The Released Claims also include all claims for interest and/or penalties of any kind or nature arising out of or relating to the Released Claims and further extends to and includes claims for damages, civil penalties, restitution, injunctive relief, declaratory relief, and any other form of relief or remedy.

The Released Claims also include all claims Plaintiffs and Settlement Class Members may have against the Released Parties relating to (i) the payment and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Agreement, and (ii) the payment of the Class Representative Service Awards pursuant to this Agreement. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiffs and all Settlement Class Members regarding all of the Released Claims.

FLSA Release: Additionally, any Settlement Class Member who timely cashes his or her Individual Settlement Payment check, including either of the Plaintiffs, will thereby be deemed to have opted into the action for purposes of the FLSA claim asserted in the Third Amended Complaint under 29 U.S.C. §§ 201, *et seq.*, and waived and released any claims

¹ The term “Defendants” include each and all of the Defendants that are Parties to the Settlement Agreement and their respective past and present parents, subsidiaries, affiliated companies and corporations, and each and all of their respective past and present directors, officers, and owners.

such Settlement Class Members may have under the FLSA only as related to the Released Claims.

Released Claims and FLSA Release Do Not Include Civil Code Section 1542 General Release for Settlement Class Members: For the sake of clarity, the Parties agree that the Released Claims, including the FLSA Release, consist of only those claims that meet the definition of Released Claims. **In other words, the releases contemplated by Settlement Class Members are not considered blanket waivers of California Civil Code section 1542 for all claims, potential or actual, known or unknown, for violations of California's Labor Code, Wage Orders or FLSA by current and former employees of Defendants.**

As of the Effective Date, the Settlement Class Members, including Plaintiffs, on behalf of themselves and their respective heirs, successors, assigns, and estates, release the Released Parties from the Released Claims during the Class Period. Plaintiffs and Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties for the Released Claims.

6. Who are the attorneys representing the Parties?

Attorneys for Plaintiffs and the Class Members:

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Neil M. Larsen, Esq.
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and

Sahag Majarian II, Esq.
LAW OFFICES OF SAHAG MAJARIAN II
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Tarzana, CA 91356-4229
Tel: 818-609-0807; Fax: 818-609-0892

Class Counsel

Attorneys for Defendant Southwind Foods, LLC:

John L. Barber, Esq.
Alison M. Miceli, Esq.
LEWIS BRISBOIS BISGAARD & SMITH LLP
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San Diego, California 92101

Attorney for Defendant and Cross-Defendant
Staffpoint, LLC:

Rob D. Cucher, Esq.
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315 South Beverly Drive, Suite 310
Beverly Hills, California 90212

Attorney for Defendant and Cross-Defendant
Alliance Professional Business Solutions, Inc.:

Lawrence Hoodack, Esq.
LAW OFFICES OF LAWRENCE HOODACK
P.O. Box 28514
Anaheim, California 92809

Attorney for Cross-Defendant Ashwin Syal:

Carl John Pentis, Esq.

CARL JOHN PENTIS, ATTORNEY AT LAW
500 N State College Blvd, Suite 1200
Orange, California 92868

7. How do I obtain additional information?

This Notice only summarizes the Lawsuit, the Settlement, and related matters. For more information, you may inspect the relevant Court files on the Settlement website at [*settlement website address*]. You may also contact the Settlement Administrator and ask about this Settlement:

SOUTHWIND FOODS, LLC Settlement Administrator
c/o Simpluris, Inc.
[ADDRESS]
[Settlement Website Address]
[Toll-Free Number]

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS
SETTLEMENT. PLEASE DO NOT CONTACT DEFENDANTS' CORPORATE
OFFICES, MANAGERS OR ATTORNEYS FOR INFORMATION ABOUT THIS
SETTLEMENT.**

Dated: _____

EXHIBIT B

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Attorneys for Plaintiffs,
CLAUDIA GRANCIANO and RICARDO CONTRERAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

CLAUDIA GRANCIANO, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SOUTHWIND FOODS, LLC, a California
limited liability company; STAFFPOINT, LLC,
a California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. BC538900

CLASS ACTION

**THIRD AMENDED CLASS ACTION
COMPLAINT**

- (1) Failure to Pay Wages for All Hours Worked (Labor Code § 1194);
- (2) Failure to Pay Overtime Compensation (Labor Code § 510);
- (3) Failure to Provide Meal Periods (Labor Code §§ 226.7 and 512);
- (4) Violation of the Fair Labor Standards Act ("FLSA") (29 U.S.C. 201, *et seq.*);
- (5) Failure to Timely Pay Wages Upon Termination or Resignation (Labor Code §§ 201 and 202);
- (6) Failure to Furnish Accurate Wage Statements (Labor Code § 226(a));
- (7) Unlawful, Deceptive, and/or Unfair Business Practices (Business & Professions Code §§ 17200, *et seq.*); and
- (8) Violation of the Private Attorneys General Act ("PAGA") for Failure to Provide Accurate, Itemized Wage Statements (Labor Code § 2698, *et seq.*)

1 **DEMAND FOR JURY TRIAL**

2
3 Plaintiffs Claudia Granciano and Ricardo Contreras ("Plaintiffs"), individually and on
4 behalf of all others similarly situated, hereby allege as follows:

5 **INTRODUCTION**

6 1. This class and representative action complaint challenges the policies and
7 practices of Southwind Foods, LLC, Staffpoint, LLC, Alliance Professional Business
8 Solutions, Inc., and Does 2 through 50, inclusive (collectively, "Defendants"), which violate
9 rights of Californians under the California Labor Code, the Industrial Welfare Commission's
10 ("IWC") Wage Order 8-2001 ("Wage Order 8"), Business & Professions Code §§ 17200, *et*
11 *seq.*, the Fair Labor Standards Act ("FLSA"), 29 U.S.C. 201, *et seq.*, and other applicable
12 statutes and regulations. Defendants routinely round employees' recorded working hours for
13 purposes of compensation so as to result in failure to compensate employees for all hours
14 worked, fail to pay overtime compensation for all overtime hours worked, fail to provide all
15 meal periods as required by California law, fail to pay wages due to employees in a timely
16 manner upon termination or resignation, and fail to provide accurate wage statements as
17 required by California law. Defendants' current and former employees have been damaged as
18 a direct result of the above-described unlawful employment practices. Thus, Plaintiffs and
19 other similarly-situated current and former employees are owed substantial unpaid wages and
20 applicable penalties.

21 2. This complaint is also a representative action for the recovery of penalties
22 brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section
23 2698, *et seq.* PAGA permits an "aggrieved employee" to bring a lawsuit on behalf of himself
24 and other current and former employees to recover civil penalties for Defendants' violations of
25 California's Labor Code. Accordingly, Plaintiff Ricardo Contreras seeks penalties on behalf of
26 himself and other current and former employees of Defendants for their past and ongoing
27 violations of the California Labor Code's wage statement requirements as set forth in Labor
28 Code section 226, subdivision (a).

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1 Contreras was not provided with accurate wage statements. Plaintiff Contreras was employed
2 by Defendants at Staffpoint offices located at 720 N. Valley St., Anaheim, California 92801,
3 from approximately November 2008 to July 3, 2015.

4 8. Defendant Southwind Foods, LLC ("Southwind") is, and at all relevant times
5 was, a California limited liability company having its principal place of business at 2900 Ayers
6 Avenue, Los Angeles, California 90058. Plaintiffs are informed and believe, and based
7 thereon allege, that Southwind operates throughout the State of California, including in the
8 County of Los Angeles. Southwind is a "person" as defined in Labor Code § 18 and California
9 Business & Professions Code § 17201. Southwind is also an "employer" as that term is used in
10 the California Labor Code, the IWC Wage Orders, and the FLSA.

11 9. Defendant Staffpoint, LLC ("Staffpoint") is, and at all relevant times was, a
12 California limited liability company having its principal place of business at 450 East
13 Riverboat Way, Orange, California 92865. Plaintiffs are informed and believe, and based
14 thereon allege, that Staffpoint operates throughout the State of California. Staffpoint is a
15 "person" as defined in Labor Code § 18 and California Business & Professions Code § 17201.
16 Staffpoint is also an "employer" as that term is used in the California Labor Code, the IWC
17 Wage Orders, and the FLSA.

18 10. Defendant Alliance Professional Business Solutions, Inc. ("Alliance") is, and at
19 all relevant times was, a California corporation having its principal place of business at 9852
20 Katella Avenue, #334, Anaheim, California 92804. Plaintiffs are informed and believe, and
21 based thereon allege, that Alliance operates throughout the State of California. Alliance is a
22 "person" as defined in Labor Code § 18 and California Business & Professions Code § 17201.
23 Alliance is also an "employer" as that term is used in the California Labor Code, the IWC
24 Wage Orders, and the FLSA.

25 11. The true names and capacities, whether corporate, associate, individual, or
26 otherwise of Does 2 through 50, inclusive, are unknown to Plaintiffs, who therefore sue said
27 defendants by such fictitious names pursuant to California Code of Civil Procedure § 474.
28 Each of the defendants designated herein as a Doe is negligently or otherwise legally

1 responsible in some manner for the events and happenings herein referred to and caused
2 injuries and damages proximately thereby to Plaintiffs, as herein alleged. Plaintiffs will seek
3 leave of Court to amend this complaint to show the names and capacities when the same have
4 been ascertained.

5 12. Plaintiffs are informed and believe, and based thereon allege, that each of the
6 defendants acted in concert with each and every other defendant, intended to and did
7 participate in the events, acts, practices, and courses of conduct alleged herein, and was a
8 proximate cause of damage and injury thereby to Plaintiffs as alleged herein.

9 13. At all times herein mentioned, each defendant was the agent or employee of
10 each of the other defendants, and was acting within the course and scope of such agency or
11 employment.

12 GENERAL ALLEGATIONS

13 14. Plaintiff Granciano and members of the Non-Exempt Employee Class, as
14 defined below, were hired by Defendants to work at Southwind's corporate office, located in
15 Los Angeles, California.

16 15. At all relevant times, Defendants classified Plaintiff Granciano and members of
17 the Non-Exempt Employee Class as non-exempt employees.

18 16. Defendants had the authority to hire and terminate Plaintiffs and members of
19 the proposed Classes; to set work rules and conditions governing Plaintiffs' and the class
20 members' employment; and to supervise their daily employment activities.

21 17. Defendants directly hired and paid wages and benefits to Plaintiffs and
22 members of the proposed Classes.

23 18. At all relevant times, Defendants rounded Plaintiff Granciano's and members of
24 the Non-Exempt Employee Class' hours for purposes of calculating compensation in a manner
25 that consistently inured to the benefit of Defendants, thus failing to compensate Plaintiff
26 Granciano and members of the Non-Exempt Employee Class for all hours worked as required
27 by California law.
28

1 19. In perpetrating the acts and omissions alleged herein, Defendants acted pursuant
2 to and in furtherance of a policy and practice of failing to compensate Plaintiff Granciano and
3 members of the Non-Exempt Employee Class for all hours worked, failing to compensate
4 Plaintiff Granciano and members of the Non-Exempt Employee Class at a premium wage rate
5 for all hours worked in excess of eight (8) hours per day and forty (40) hours per week, failing
6 to pay wages due to Plaintiff Granciano and members of the Non-Exempt Employee Class in a
7 timely manner upon termination or resignation, and failing to provide Plaintiffs Granciano and
8 Contreras and members of the Wage Statement Subclass with accurate, itemized wage
9 statements. All such acts are in violation of the California Labor Code, Wage Order 8,
10 Business & Professions Code §§ 17200, *et seq.*, the FLSA, and/or other applicable statutes and
11 regulations.

12 20. Plaintiffs are informed and believe, and based thereon allege, that each and
13 every one of the acts and omissions alleged herein was performed by, and/or attributable to,
14 defendants Southwind, Staffpoint, Alliance, and/or Does 2-50 acting as agents and/or
15 employees, and/or under the direction and control of Defendants, and that said acts and failures
16 to act were within the course and scope of said agency, employment, and/or direction and
17 control, and were committed willfully.

18 21. As a direct and proximate result of Defendants' unlawful actions, Plaintiffs and
19 members of the proposed Classes have suffered and continue to suffer from loss of earnings in
20 amounts as yet to be ascertained, but subject to proof at trial in amounts in excess of the
21 minimum jurisdiction of this Court.

22 **CLASS ACTION ALLEGATIONS**

23 22. Plaintiffs bring this action individually and on behalf of all persons similarly
24 situated pursuant to Code of Civil Procedure § 382.

25 23. Description of the "Classes":

26 Plaintiff Granciano seeks to represent a class composed of and defined as follows:

27 All current and former non-exempt employees employed by Southwind Foods,
28 LLC, Staffpoint, LLC, and/or Alliance Professional Business Solutions, Inc.
 who worked in any of Southwind Foods, LLC's facilities located in California at

any time from March 11, 2010 through May 1, 2016("Non-Exempt Employee Class").

Plaintiffs Granciano and Contreras also seek to represent two subclasses composed of and defined as follows:

All current and former non-exempt employees employed by Southwind Foods, LLC, Staffpoint, LLC, and/or Alliance Professional Business Solutions, Inc. who worked in any of Southwind Foods, LLC's facilities located in California at any time from March 11, 2013 through May 1, 2016 that were subject to Defendants' wage statement policies ("Wage Statement Subclass").

All current and former non-exempt employees employed by Southwind Foods, LLC, Staffpoint, LLC, and/or Alliance Professional Business Solutions, Inc. who worked in any of Southwind Foods, LLC's facilities located in California at any time from March 11, 2010 through May 1, 2016 and who opt-in to the FLSA subclass pursuant to 29 U.S.C. § 216(b) ("FLSA Subclass").

24. Community of Interest: Plaintiffs allege that there is a well-defined community of interest in the litigation and that the proposed Classes are easily ascertainable. Class members may be identified from records maintained by Defendants in the course and scope of their ordinary business and may be notified of the pendency of this action by mail or other reasonable means, using a form of notice similar to that customarily used in class actions.

25. Numerosity: Plaintiffs are informed and believe, and based thereon allege, that the class members are so numerous that joinder of all affected class members individually would be impractical. The membership of the proposed Classes is unknown to Plaintiffs at this time; however, the Classes are estimated to be well in excess of one hundred (100) individuals.

26. Commonality: This action involves common questions of law and fact, as the action focuses on Defendants' illegal practices and policies throughout the State of California, which have been applied uniformly to all similarly-situated employees, in violation of the California Labor Code, Wage Order 8, Business & Professions Code §§ 17200, *et seq.*, and the FLSA. The questions of law and fact common to the Classes include, but are not limited to:

- a) Whether Defendants' rounding policies and practices consistently inured to the benefit of Defendants;
- b) Whether Defendants' failed to compensate Plaintiff Granciano and members of the Non-Exempt Employee Class for all hours worked;

- 1 c) Whether Defendants failed to pay all overtime compensation to Plaintiff
2 Granciano and members of the Non-Exempt Employee Class;
3 d) Whether Defendants failed to pay all overtime compensation to Plaintiffs
4 and members of the FLSA Subclass;
5 e) Whether Defendants failed to provide all meal periods to Plaintiff
6 Granciano and members of the Non-Exempt Employee Class as required
7 by California law;
8 f) Whether Defendants failed to pay all wages due to Plaintiff Granciano
9 and members of the Non-Exempt Employee Class within the required
10 time upon their discharge or resignation;
11 g) Whether Defendants failed to provide Plaintiffs Granciano and Contreras
12 and members of the Wage Statement Subclass with accurate, itemized
13 wage statements in compliance with Labor Code § 226;
14 h) Whether Defendants' conduct was willful or reckless;
15 i) Whether Defendants engaged in unfair business practices in violation of
16 Business & Professions Code §§ 17200, *et seq.*; and
17 j) The appropriate amount of damages, restitution, and/or monetary
18 penalties resulting from Defendants' violation of California law.

19 27. Typicality: Plaintiffs' claims are typical of the class members' claims because
20 Defendants subjected all members of the proposed Classes to similar and/or identical
21 violations of the California Labor Code, Wage Order 8, Business & Professions Code §§
22 17200, *et seq.*, and the FLSA.

23 28. Adequacy of Representation: Plaintiffs will fairly and adequately protect the
24 interests of the Classes and have retained counsel competent and experienced in class action
25 litigation in California and federal courts to ensure such protection. Plaintiffs have no interests
26 antagonistic to, or in conflict with, the Classes. Plaintiffs and their counsel will prosecute this
27 action vigorously for the benefit of the class members.
28

1 29. Superiority of Class Action: A class action is superior to other available
2 methods for the fair and efficient adjudication of the claims asserted herein because joinder of
3 all class members is impracticable. Class treatment will allow these similarly situated persons
4 to litigate their claims in the manner that is most efficient and economical for the parties and
5 judicial system.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES FOR ALL HOURS WORKED**

8 (By Plaintiff Granciano on behalf of the Non-Exempt Employee Class Against All Defendants)

9 30. The preceding allegations are incorporated by reference as though fully set out
10 herein.

11 31. At all times relevant herein, pursuant to Labor Code § 1194 and Wage Order 8,
12 Defendants were required to compensate Plaintiff Granciano and members of the Non-Exempt
13 Employee Class for all hours worked.

14 32. As alleged herein, Plaintiff Granciano and members of the Non-Exempt
15 Employee Class regularly performed work for which they were not compensated in violation of
16 Labor Code § 1194 and Wage Order 8. Defendants failed to compensate Plaintiff Granciano
17 and members of the Non-Exempt Employee class for all hours worked due to Defendants'
18 rounding policy which consistently inures to the benefit of Defendants.

19 33. Defendants unlawful policies and practices have resulted in Defendants' failure
20 to pay substantial unpaid wages for regular and/or overtime hours worked by Plaintiff
21 Granciano and members of the Non-Exempt Employee Class and Defendants have violated,
22 and continue to violate, Labor Code §§ 200, 204, 510, 1194, 1197, and 1198 and Wage Order
23 8.

24 34. As a result of the conduct alleged herein, Plaintiff Granciano and members of
25 the Non-Exempt Employee Class have been deprived of regular and/or overtime compensation
26 in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest
27 thereon, attorneys' fees, and costs.
28

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME COMPENSATION**

3 (By Plaintiff Granciano on behalf of the Non-Exempt Employee Class Against All Defendants)

4 35. The preceding allegations are incorporated by reference as though fully set out
5 herein.

6 36. Pursuant to Labor Code §§ 510 and 1194 and Section 3 of the IWC Wage Order
7 No. 8, non-exempt employees are entitled to receive a higher rate of pay for all hours worked
8 in excess of eight (8) hours in a workday.

9 37. California Labor Code § 510, subdivision (a), states in relevant part:

10 Any work in excess of eight hours in one workday and any work in
11 excess of 40 hours in any one workweek and the first eight hours worked
12 in the seventh day of work in any one workweek and the first eight hours
13 worked on the seventh day of work in any one workweek shall be
14 compensated at the rate of no less than one and one-half times the
15 regular rate of pay for an employee. Any work in excess of 12 hours in
16 one day shall be compensated at the rate of no less than twice the regular
17 rate of pay for an employee. In addition, any work in excess of eight
18 hours on any seventh day of a workweek shall be compensate at the rate
19 of no less than twice the regular rate of pay of an employee.

20 38. Labor Code § 1198 further provides that “[t]he maximum hours of work and
21 standard condition of labor fixed by the commission shall be the maximum hours of work and
22 the standard conditions of labor for employees” and that “[t]he employment of any employee
23 for longer hours than those fixed by the order or under conditions of labor prohibited by the
24 order is unlawful.”

25 39. Defendants’ payroll policies and procedures required Plaintiff Granciano and
26 members of the Non-Exempt Employee Class to work in excess of eight hours in a workday
27 but Defendants did not pay Plaintiff Granciano and members of the Non-Exempt Employee
28 Class all overtime wages earned for this time.

40. In addition, Defendants’ payroll policies and procedures of rounding time as
well as automatically deducting 30 minutes of Plaintiff Granciano and members of the Non-

1 Exempt Employee Class' total time worked and attributing that to a meal period without pay
2 resulted in workdays in which Plaintiff Granciano and members of the Non-Exempt Employee
3 Class worked in excess of eight hours in a workday, but Defendants did not pay Plaintiff
4 Granciano and members of the Non-Exempt Employee Class all overtime wages earned for
5 this time.

6 41. As a result of Defendants' unlawful conduct, Plaintiff Granciano and members
7 of the Non-Exempt Employee Class have suffered damages in an amount subject to proof, to
8 the extent that they were not paid wages at an overtime rate of pay for all overtime hours
9 worked.

10 42. Pursuant to California Labor Code § 1194, Plaintiff Granciano and members of
11 the Non-Exempt Employee Class are entitled to recover the full amount of their unpaid
12 overtime wages, prejudgment interest, and attorneys' fees and costs.

13 THIRD CAUSE OF ACTION

14 **FAILURE TO PROVIDE MEAL PERIODS**

15 (By Plaintiff Granciano on behalf of the Non-Exempt Employee Class Against All Defendants)

16 43. The preceding allegations are incorporated by reference as though fully set out
17 herein.

18 44. Labor Code § 226.7, subdivision (b), provides that "[a]n employer shall not
19 require an employee to work during a meal or rest or recovery period mandated pursuant to an
20 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
21 Commission, the Occupational Safety and Health Standards Board, or the Division of
22 Occupational Safety and Health."

23 45. Labor Code § 512 provides:

24 An employer may not employ an employee for a work period of more than
25 five hours per day without providing the employee with a meal period of
26 not less than 30 minutes, except that if the total work period per day of the
27 employee is no more than six hours, the meal period may be waived by
28 mutual consent of both the employer and employee. An employer may not
employ an employee for a work period of more than 10 hours per day
without providing the employee with a second meal period of not less than

30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

46. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

47. Section 11(A) of IWC Wage Order 8 provides that “Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

48. Pursuant to Section 11(B) of IWC Wage Order 8 and Labor Code § 226.7, subdivision (c), which states “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

49. On one or more occasions, Plaintiff Granciano and members of the Non-Exempt Employee Class worked over five (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes prior to exceeding five (5) hours of employment.

50. Further, on one or more occasions, Plaintiff Granciano and members of the Non-Exempt Employee Class worked over ten (10) hours per shift and therefore were entitled to a second meal period of not less than 30 minutes.

51. Plaintiff Granciano and members of the Non-Exempt Employee Class did not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise.

52. Plaintiff Granciano and members of the Non-Exempt Employee Class did not enter into any written agreement with Defendants agreeing to an on-the-job paid meal period.

53. As a matter of Defendants' established company policy, Defendants failed to always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and 516, and Section 11 of IWC Wage Order 8, by failing to always provide Plaintiff Granciano and members of the Non-Exempt Employee Class with a first and a second legally compliant meal period or one additional hour of pay at the employee's regular rate of compensation for each workday that a meal period was not provided.

54. Therefore, Plaintiff Granciano and members of the Non-Exempt Employee Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee's regular rate of compensation for each work day that the meal period was not provided, in a sum to be proven at trial.

55. Pursuant to Labor Code § 218.6 and Civil Code § 3287, Plaintiff Granciano, individually, and on behalf of all members of the Non-Exempt Employee Class, seeks recovery of pre-judgment interest on all amounts recovered herein.

56. Pursuant to Labor Code § 218.5, Plaintiff Granciano, individually, and on behalf of all members of the Non-Exempt Employee Class, requests that the Court award reasonable attorneys' fees and costs incurred in this action.

FOURTH CAUSE OF ACTION

VIOLATION OF THE FAIR LABOR STANDARDS ACT ("FLSA"), 29 U.S.C. 201, et seq.

(By Plaintiffs Granciano and Contreras on behalf of the FLSA Subclass Against All

Defendants)

57. The preceding allegations are incorporated by reference as though fully set out herein.

58. At all times relevant to this action, Plaintiffs and members of the FLSA Subclass were employed by Defendants within the meaning of the FLSA.

59. At all times relevant to this action, Plaintiffs, members of the FLSA Subclass, and Defendants were engaged in commerce within the meaning of 29 U.S.C. §§206(a) and 207(a).

1 60. Pursuant to 29 U.S.C. §206(a)(1), "Every employer shall pay to each of his
2 employees who in any workweek is engaged in commerce or in the production of goods for
3 commerce, or is employed in an enterprise engaged in commerce or in the production of goods
4 for commerce, wages at the following rates: (C) \$7.25 an hour, beginning (July 24, 2009)."

5 61. Pursuant to 29 U.S.C. §207(a)(1), "...[N]o employer shall employ any of his
6 employees who in any workweek is employed in an enterprise engaged in commerce or in the
7 production of goods for commerce, for a workweek longer than forty hours unless such
8 employee receives compensation for his employment in excess of the hours above specified at a
9 rate not less than one and one-half times the regular rate at which he is employed."

10 62. Defendants, as a matter of established company policy and procedure,
11 consistently and willfully failed to pay Plaintiffs and members of the FLSA Subclass at the
12 applicable minimum hourly rate for every compensable hour of labor they performed in violation
13 of 29 U.S.C. §206(a).

14 63. Defendants, as a matter of established company policy and procedure,
15 consistently and willfully failed to pay Plaintiffs and members of the FLSA Subclass overtime
16 compensation at rates not less than one and one-half times the regular rate of pay for each hour
17 worked in excess of forty hours in a workweek, in violation of 29 U.S.C. §207(a)(1).

18 64. Plaintiffs and members of the FLSA Subclass are not exempt from overtime,
19 including under any bona fide executive, administrative, or professional exemption or in the
20 capacity of outside salesman or any other exemption pursuant to 29 U.S.C. §213(a) or (b).

21 65. Due to Defendants' FLSA violations as described herein, Plaintiffs, pursuant to
22 29 U.S.C. §216(b), are entitled to recover from Defendants, jointly and severally, their unpaid
23 minimum wages and unpaid overtime compensation, an additional equal amount as liquidated
24 damages, additional liquidated damages for unreasonably delayed payment of wages, reasonable
25 attorneys' fees and costs of the action.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY WAGES UPON TERMINATION OR RESIGNATION**

3 (By Plaintiff Granciano on behalf of the Non-Exempt Employee Class Against All Defendants)

4 66. The preceding allegations are incorporated by reference as though fully set out
5 herein.

6 67. Pursuant to Labor Code §§ 201 and 202, if an employer discharges an employee,
7 the wages earned and unpaid at the time of discharge are due and payable immediately, and if
8 an employee quits his or her employment, his or her wages shall become due and payable not
9 later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)
10 hours' notice of his or her intention to quit, in which case the employee is entitled to his or her
11 wages at the time of quitting.

12 68. During the relevant time period, Defendants intentionally and willfully failed to
13 pay Plaintiff Granciano and certain members of the Non-Exempt Employee Class all wages,
14 earned and unpaid, within seventy-two (72) hours of Plaintiff Granciano and certain members
15 of the Non-Exempt Employee Class leaving Defendants' employ.

16 69. Defendants' failure to pay Plaintiff Granciano and certain members of the Non-
17 Exempt Employee Class all wages, earned and unpaid, within seventy-two (72) hours of them
18 leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

19 70. Pursuant to Labor Code § 203, if an employer willfully fails to pay, without
20 abatement or reduction, in accordance with §§ 201 and 202, any wages of an employee who is
21 discharged or who resigns, the wages of the employee shall continue as a penalty from the due
22 date thereof at the same rate until paid or until an action has commenced; but the wages shall
23 not continue for more than thirty (30) days.

24 71. Plaintiff Granciano and certain members of the Non-Exempt Employee Class
25 are entitled to recover the statutory penalty for each day they were not paid, at their regular
26 hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

1 Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not to exceed
2 \$4,000 per employee, as well as costs of suit and reasonable attorneys' fees pursuant to Labor
3 Code § 226(e).

4 **SEVENTH CAUSE OF ACTION**

5 **UNLAWFUL, DECEPTIVE, AND/OR UNFAIR BUSINESS PRACTICES**

6 (By Plaintiff Granciano on behalf of the Non-Exempt Employee Class, and Plaintiffs Granciano
7 and Contreras on behalf of the Wage Statement Subclass and the FLSA Subclass, Against All
8 Defendants)

9 77. The preceding allegations are incorporated by reference as though fully set out
10 herein.

11 78. Business & Professions Code § 17200 provides that "unfair competition shall
12 mean and include any unlawful, unfair, or fraudulent business act or practice."

13 79. Defendants are "persons" as defined under Business & Professions Code §
14 17201.

15 80. Defendants' failure to provide compensation for all hours worked, in violation
16 of the California Labor Code and Wage Order 8, as alleged above, constitutes unlawful and/or
17 unfair activity prohibited by Business & Professions Code §§ 17200, *et seq.*

18 81. Defendants' failure to timely provide compensation for all hours worked upon
19 termination or resignation, in violation of the California Labor Code and Wage Order 8, as
20 alleged above, constitutes unlawful and/or unfair activity prohibited by Business & Professions
21 Code §§ 17200, *et seq.*

22 82. Defendants' failure to provide accurate wage statements, in violation of the
23 California Labor Code and Wage Order 8, as alleged above, constitutes unlawful and/or unfair
24 activity prohibited by Business & Professions Code §§ 17200, *et seq.*

25 83. Defendants' business acts and omissions alleged herein constitute unfair trade
26 practices, in violation of Business & Professions Code §§ 17200, *et seq.*

27 84. Plaintiffs and the members of the Classes have suffered injury in fact and have
28 lost money or property as a result of Defendants' unfair competition as alleged herein.

85. By and through the unfair and unlawful business practices described herein, Defendants have obtained valuable property, money and services from Plaintiffs and the members of the Classes and have deprived Plaintiffs and members of the Classes of valuable rights and benefits guaranteed by the law, all to the detriment of Plaintiffs and the members of the Classes.

86. By violating the California Labor Code and Wage Order 8, and by failing to take appropriate measures to address these violations, Defendants' acts constitute *per se* acts of unlawful, deceptive, and/or unfair business practices under Business & Professions Code §§ 17200, *et seq.*

87. As a direct, foreseeable, and proximate result of Defendants' acts and omissions alleged herein, Plaintiffs and the members of the Classes have been deprived of substantial wages to which they are entitled by law, all redounding to the unjust enrichment of Defendants. Accordingly, Plaintiffs and the members of the Classes are entitled to restitution of such wages as is specifically authorized by Business & Professions Code § 17203.

88. Continuing commission of the acts alleged above will irreparably harm Defendants' current employees for which harm they have no plain, speedy, or adequate remedy at law. Accordingly, Defendants must be enjoined from further engaging in these practices as more fully set forth below.

EIGHTH CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”)
FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

(By Plaintiff Contreras Against All Defendants)

89. The preceding allegations are incorporated by reference as though fully set out herein.

90. Pursuant to California Labor Code § 226(a), every employer shall furnish each of its employees an accurate itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided

1 that all deductions made on written orders of the employee may be aggregated and shown as
2 one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is
3 paid; (7) the name of the employee and only the last four digits of his or her social security
4 number or an employee identification number other than a social security number; (8) the name
5 and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect
6 during the pay period and the corresponding number of hours worked at each hourly rate by the
7 employee.

8 91. Defendants intentionally and willfully failed to furnish Plaintiff Contreras and
9 other aggrieved employees with wage statements accurately listing the inclusive dates of the
10 period for which the employee is paid and the name and address of the legal entity that is the
11 employer.

12 92. Plaintiff Contreras is an aggrieved employee of Defendants as defined in Labor
13 Code section 2699, subdivision (a), which provides that any provision of the Labor Code that
14 provides for a civil penalty to be assessed and collected by the Labor and Workforce
15 Development Agency (or any of its departments, divisions, commissions, board agencies or
16 employees), may, as an alternative, be recovered through a civil action brought by an aggrieved
17 employee on behalf of himself or herself and other current or former employees.

18 93. Labor Code section 2699.5 provides that section 2699.3, subdivision (a), applies
19 to any alleged violation of section 226, subdivision (a).

20 94. Labor Code section 226.3 provides for civil penalties for violations of Labor Code
21 section 226, subdivision (a), in the amount of \$250 for each aggrieved employee per pay period
22 for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent
23 violation.

24 95. Plaintiff Contreras, individually, and on behalf of all other aggrieved employees,
25 seeks and is entitled to twenty-five percent (25%) of all penalties obtained under Labor Code
26 section 2699, with the remaining seventy-five (75%) of all penalties obtained to be allocated to
27 the Labor and Workforce Development Agency for education of employers and employees about
28 their rights and responsibilities under the Labor Code.

1 96. Labor Code section 2699.3(a) states in pertinent part: "A civil action by an
2 aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any
3 provision listed in Section 2699.5 shall commence only after the following requirements have
4 been met: (1) The aggrieved employee or representative shall give written notice by certified
5 mail to the Labor and Workforce Development Agency and the employer of the specific
6 provisions of this code alleged to have been violated, including the facts and theories to support
7 the alleged violation."

8 97. Here, Plaintiff Contreras alleges violations of at least one provision listed in
9 Labor Code section 2699.5. As such, Labor Code section 2699.3, subdivision (a) applies to this
10 action, and Labor Code section 2699.3, subdivisions (b) and (c) do not apply to this action.

11 98. On June 3, 2015, Plaintiff Contreras complied with Labor Code section 2699.3,
12 subdivision (a) by giving written notice by certified mail to the Labor and Workforce
13 Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code
14 alleged to have been violated, including the facts and theories to support the alleged violation.
15 Attached hereto as Exhibit "A" is a true and correct copy of Plaintiff Contreras' LWDA letter.

16 99. Labor Code section 2699.3, subdivision (a) further states in pertinent part: "(2)(A)
17 The agency shall notify the employer and the aggrieved employee or representative by certified
18 mail that it does not intend to investigate the alleged violation within 30 calendar days of the
19 postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if
20 no notice is provided within 33 calendar days of the postmark date of the notice given pursuant
21 to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section
22 2699."

23 100. As of July 6, 2015, no notice has been provided by the LWDA of its intention to
24 investigate Defendants' alleged violations, which marks at least thirty-three (33) calendar days of
25 the postmark date of Plaintiff Contreras' June 3, 2015 notice letter.

26 101. As such, Plaintiff Contreras has complied with Labor Code section 2699.3,
27 subdivision (a) and is authorized to commence a civil action that includes a cause of action
28

1 pursuant to Labor Code section 2699 in a representative capacity on behalf of himself and all
2 other aggrieved employees of Defendants.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated,
5 hereby prays for relief as follows:

6 1. For an order certifying this action as a class action pursuant to Code of Civil
7 Procedure § 382 and representative action pursuant to PAGA;

8 2. For general damages in an amount within the jurisdictional limits of this Court,
9 according to proof;

10 3. For liquidated damages pursuant to 29 U.S.C. §216(b), according to proof;

11 4. For loss of earnings, according to proof;

12 5. For restitution of all monies due to Plaintiff and the class members;

13 6. For interest pursuant to Labor Code §§ 218.6 and 1194;

14 7. For penalties pursuant to Labor Code §§ 203, 226.3, 558, and 2699, and
15 applicable Industrial Welfare Commission Wage Orders;

16 8. For reasonable attorneys' fees pursuant to Labor Code §§ 218.5, 226(e) and
17 1194, Code of Civil Procedure §§ 1021.5 and 1032-1033.5, and 29 U.S.C. §216(b);

18 9. For costs of suit including all expenses incurred herein pursuant to Labor Code
19 §§ 218.5, 226(e), and 1194, and 29 U.S.C. §216(b); and

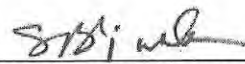
20 10. For all other relief this Court deems just and proper.
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1 DATED: May 31, 2018

Respectfully submitted,

2 BOUCHER LLP

3
4 By:


5 RAYMOND P. BOUCHER
6 SHEHNAZ M. BHUJWALA
7 NEIL M. LARSEN

8 LAW OFFICE OF SAHAG MAJARIAN II
9 SAHAG MAJARIAN II

10 *Attorneys for Plaintiffs,*
11 CLAUDIA GRANCIANO and RICARDO
12 CONTRERAS
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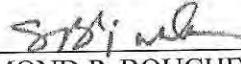
DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demands a trial by jury on all issues so triable.

DATED: May 31, 2018

BOUCHER LLP

By:


RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
NEIL M. LARSEN

LAW OFFICE OF SAHAG MAJARIAN II
SAHAG MAJARIAN II

Attorneys for Plaintiffs,
CLAUDIA GRANCIANO and RICARDO
CONTRERAS

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

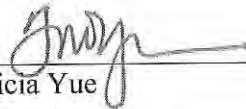
At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.

On June 22 2018, I served true copies of the following document(s) described as **THIRD AMENDED [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

BY ELECTRONIC SERVICE: Pursuant to the Court Order Authorizing Electronic Service entered in this case, I provided the document(s) listed above electronically on the CASE ANYWHERE Website to the parties on the Service List maintained on the CASE ANYWHERE Website for this case. Case Anywhere is the on-line e-service provider designated in this case.

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

Executed on June 22, 2018, at Woodland Hills, California.



Tricia Yue

EXHIBIT “2”

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10 *Attorneys for Plaintiffs and the Putative Class*

11 *[Additional Counsel of Record Listed on Next*
12 *Page]*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

15 CLAUDIA GRANCIANO, individually and
on behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 SOUTHWIND FOODS, LLC, a California
limited liability company; STAFFPOINT,
20 LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

21 Defendants.
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Case No. BC538900

CLASS ACTION

**AMENDED STIPULATION REGARDING
CLASS ACTION SETTLEMENT AND
RELEASE**

*Assigned for All Purposes to:
Hon. Kenneth R. Freeman, Dept. 14*

Action Filed: March 11, 2014
Trial Date: None

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AMENDED STIPULATION REGARDING
CLASS ACTION SETTLEMENT AND RELEASE

Plaintiffs Claudia Granciano (“Granciano”) and Ricardo Contreras (“Contreras”) (collectively, “Plaintiffs”), individually and on behalf of themselves and the putative class, and Defendant/Cross-Complainant Southwind Foods, LLC (“Southwind”), Defendant/Cross-Defendant Staffpoint, LLC (“Staffpoint”), Defendant/Cross-Defendant Alliance Professional Business Solutions, Inc. (“Alliance”), and Cross-Defendant Ashwin Syal (“Syal”) (collectively, the “Parties”) hereby stipulate to the settlement and release of claims asserted by Plaintiffs and the putative class against Defendants, and cross-claims by Southwind Foods against Cross-Defendants, in the matter entitled *Granciano, et al. v. Southwind Foods, LLC, et al.*, Los Angeles Superior Court Case No. BC538900, pursuant to the terms and conditions of this Amended Stipulation Regarding Class Action Settlement and Release set forth below, subject to the approval of the Court.

RECITALS

WHEREAS, on March 11, 2014, Granciano filed a Class Action Complaint against Southwind and Staffpoint in the Superior Court of California, County of Los Angeles, alleging claims for (1) Failure to Pay Wages for All Hours Worked (Cal. Lab. Code § 1194); (2) Failure to Timely Pay Wages Upon Termination or Resignation (Cal. Lab. Code §§ 201 and 202); (3) Failure to Furnish Accurate Wage Statements (Cal. Lab. Code § 226(a)); and (4) Unlawful, Deceptive, and/or Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);

WHEREAS, on August 28, 2014, Staffpoint filed its Notice of Appearance;

WHEREAS, on November 4, 2014, Southwind filed its Answer to the Class Action Complaint;

WHEREAS, on May 21, 2015, Granciano filed a First Amended Class Action Complaint (“FAC”) with leave of Court, which alleged two additional causes of action following certain discovery; namely, Failure to Pay Overtime Compensation (Cal. Lab. Code § 510) and Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512), named Doe Defendant 1 as Alliance Professional Business Solutions, Inc., and corrected a typographical error in the proposed class

1 definition;

2 WHEREAS, on June 19, 2015, Southwind filed its Answer to the FAC, and also filed a
3 Cross-Complaint against Staffpoint, Alliance, and Syal for alleged breach of contract, contractual
4 indemnity, equitable indemnity, comparative indemnity and contribution, declaratory relief,
5 promissory fraud, and negligent misrepresentation;

6 WHEREAS, on July 8, 2015, Granciano filed a Second Amended Class Action Complaint
7 (“SAC”) with leave of Court, adding Contreras as an additional Plaintiff who, like Granciano,
8 seeks relief for alleged violations of California Labor Code section 226(a), but also seeks relief
9 pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) (Cal. Lab. Code §§
10 2698, *et seq.*) on behalf of himself and other aggrieved employees;

11 WHEREAS, on August 7, 2015, Southwind answered the SAC;

12 WHEREAS, on August 11, 2015, Staffpoint answered the SAC;

13 WHEREAS, on September 17, 2015, Alliance answered the SAC;

14 WHEREAS, on February 8, 2016, the Court overruled the demurrer to Southwind’s Cross-
15 Complaint by Alliance and Syal;

16 WHEREAS, the Parties have exchanged certain documents, information, data, calculations
17 and analyses relating to the claims and defenses in the operative Complaint and Cross-Complaint
18 through formal and informal discovery;

19 WHEREAS, on February 25, 2016, the Parties participated in an all-day mediation before
20 the Honorable Judge Carl J. West (Ret.) of JAMS in Los Angeles, an experienced and well-known
21 class action mediator, and reached an agreement on the material terms of a proposed settlement of
22 claims and cross claims;

23 WHEREAS, between the time of mediation to approximately July, 2017, the Parties have
24 addressed a significant issue with Defendants’ record-keeping in order to verify and augment the
25 proposed Class List, which included substantial efforts by counsel for the Parties to resolve with
26 guidance from the Court, and Plaintiffs’ counsel’s advancement of substantial litigation costs to
27 Southwind and Alliance each for data processing work needed to complete the Class List and
28 maintain key, favorable features of the terms of the proposed settlement (e.g., notice by U.S. Mail,

1 opt-out settlement not requiring claims process, etc.);

2 WHEREAS, Defendants deny Plaintiffs' allegations of wrongdoing, fault or liability,
3 contend the claims in the operative Complaint lack merit, would have continued to resist
4 vigorously Plaintiffs' claims and contentions, and would have continued to assert their defenses
5 thereto had this Stipulation not been reached; and have entered into this Stipulation to put the
6 claims to rest finally and forever solely for the purpose of avoiding prolonged and expensive
7 litigation, without acknowledging any fault, wrongdoing or liability; and

8 WHEREAS, Plaintiffs and their counsel believe that the claims asserted in the operative
9 Complaint are meritorious, but they have considered and weighed the issues involved in
10 establishing the validity of their claims and have concluded that, in light of the uncertainty of the
11 outcome as well as the substantial risks and inevitable delay in proceeding to trial, compared to the
12 benefits being provided hereby, the terms and conditions set forth herein are fair and reasonable
13 and should be submitted to the Court for approval.

14 NOW, THEREFORE, without any admission or concession on the part of Plaintiffs or
15 Cross-Complainant of any lack of merit of the Action, and without any admission or concession
16 on the part of Defendants or Cross-Defendants of any liability or wrongdoing or lack of merit in
17 the defenses, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties to this
18 Stipulation, through their respective counsel, subject to the approval of the Court, in consideration
19 of the benefits flowing to the Parties hereto from the Settlement, that all Released Claims as
20 against the Released Parties shall be compromised, settled, released, and judgment entered, upon
21 and subject to the following terms and conditions:

22 **1. DEFINITIONS**

23 The following capitalized terms shall have the following meanings unless otherwise
24 defined herein:

25 1.1 "Action" means *Granciano, et al. v. Southwind Foods, LLC, et al.*, Los
26 Angeles Superior Court Case No. BC538900, which is currently pending before the Honorable
27 Kenneth R. Freeman in the Superior Court of the State of California, County of Los Angeles.

28 1.2 "Agreement," "Settlement Agreement," "Settlement" or "Stipulation"

1 means this Amended Stipulation Regarding Class Action Settlement and Release.

2 1.3 “Class Counsel” and “Plaintiffs’ Counsel” mean and refer to, collectively,
3 Raymond P. Boucher, Esq., Shehnaz M. Bhujwala, Esq., and Neil M. Larsen, Esq. of Boucher
4 LLP, and Sahag Majarian, II., Esq. of the Law Offices of Sahag Majarian, II.

5 1.4 “Class Counsel Fees” mean the amount of attorneys’ fees authorized by the
6 Court to be paid to Class Counsel for the services they have rendered in prosecuting this Action.
7 Class Counsel Fees are not to exceed Two Hundred Forty Nine Thousand Nine Hundred Seventy
8 Five Dollars (\$249,975). Class Counsel Fees shall be paid from the Gross Settlement Fund. Any
9 portion of the requested Class Counsel Fees not awarded to Class Counsel shall be part of the Net
10 Settlement Fund and distributed to Settlement Class Members as provided in this Agreement.

11 1.5 “Class Counsel Costs” mean the amount authorized by the Court to be paid
12 to Class Counsel for expenses and costs incurred in prosecuting this Action. Class Counsel Costs
13 are not to exceed Twenty-Six Thousand Dollars (\$26,000). Class Counsel Costs shall be paid from
14 the Gross Settlement Fund. Any portion of the requested Class Counsel Costs not awarded to
15 Class Counsel shall be part of the Net Settlement Fund and distributed to Settlement Class
16 Members as provided in this Agreement.

17 1.6 “Class” and “Class Members” mean all current and former non-exempt
18 employees employed by Southwind Foods, LLC, Staffpoint, LLC, and/or Alliance Professional
19 Business Solutions, Inc. who worked in any of Southwind Foods, LLC’s facilities located in
20 California at any time during the Class Period (March 11, 2010 through May 1, 2016). Defendants
21 estimated as of January 2018 there are approximately 907 Class Members, including Plaintiffs.

22 1.7 “Class List” or “Class Information” means a list of Class Members that
23 Defendants in good faith will compile from their records and provide to the Settlement
24 Administrator. The Class List shall be in a computer-readable format, such as a Microsoft Excel
25 spreadsheet, and shall include each Class Member’s full name, last known mailing address, last
26 known telephone number, start date(s) of employment, end date(s) of employment, total
27 Compensable Work Weeks, and Social Security numbers to the extent available from Defendants’
28 records. The Class list shall also include the sum total of all Compensable Work Weeks for the

1 Class Members, which Defendants represented at mediation to be approximately 41,000 based on
2 a partial Class List. Because Social Security numbers are included in the Class List, the Settlement
3 Administrator will maintain the Class List in confidence, and access shall be limited to those with
4 a need to use the Class List as part of the administration of the Settlement.

5 1.8 “Class Period” means the period from March 11, 2010 through May 1,
6 2016.

7 1.9 “Class Representatives” mean Claudia Granciano and Ricardo Contreras in
8 their capacity as representatives of the Class.

9 1.10 “Class Representative Service Awards” mean the amounts that the Court
10 authorizes to be paid to each of the Plaintiffs if appointed as Class Representatives, not to exceed
11 Ten Thousand Dollars (\$10,000) each, in addition to their Individual Settlement Payments, in
12 recognition of their efforts made and risks incurred in assisting with the prosecution of the Action
13 on behalf of Class Members, and as consideration for executing this Agreement and general
14 release of their claims against Defendants.

15 1.11 “Compensable Work Weeks” mean the number of weeks worked by Class
16 Members during the Class Period according to Defendants’ records. A workweek is defined as a
17 fixed and regularly recurring period consisting of seven consecutive 24-hour periods totaling 168
18 hours.

19 1.12 “Court” means the Superior Court of the State of California, County of Los
20 Angeles.

21 1.13 “Cross-Defendants” mean Staffpoint, LLC, Alliance Professional Business
22 Solutions, Inc., and Ashwin Syal.

23 1.14 “Defendants” mean Southwind Foods, LLC, Staffpoint, LLC, and Alliance
24 Professional Business Solutions, Inc.

25 1.15 “Defendants/Cross-Defendants” mean Southwind Foods, LLC, Staffpoint,
26 LLC, Alliance Professional Business Solutions, Inc., and Ashwin Syal.

27 1.16 “Effective Date” means the later of one day after: (a) if no Class Member
28 timely files a valid Objection to the Settlement, the date on which the Court grants final approval

1 of the Settlement; or (b) if a Class Member timely files a valid Objection to the Settlement but
2 does not timely initiate an appeal, the date on which the time period expires for appeals by Class
3 Members who timely submitted a valid Objection to the Settlement, from any Order ruling on any
4 objections to the Settlement or granting final approval of the Settlement; or (c) if a Class Member
5 timely files a valid Objection to the Settlement and timely initiates an appeal from any Order
6 ruling on any objections to the Settlement or granting final approval of the Settlement, the
7 resolution of any such appeal.

8 1.17 “Estimated Individual Settlement Payment” means the estimated amount
9 payable to each Settlement Class Member who does not submit a valid and timely Request for
10 Exclusion, as calculated pursuant to Paragraph 2.22 herein and assuming, for purposes of the
11 calculation, that the Net Settlement Fund equals \$432,025 and that no Class Member submits a
12 valid and timely Request for Exclusion.

13 1.18 “Final Approval Hearing” means the hearing at which the Court considers
14 whether to finally approve the Settlement and to enter the Final Judgment.

15 1.19 “Final Approval Order” means the Court’s order granting final approval of
16 the Settlement. The Parties will submit a proposed Final Approval Order to the Court in a form to
17 be agreed upon by the Parties prior to the Final Approval Hearing.

18 1.20 “Final Judgment” means the Court’s order of final judgment in this Action
19 following the Court’s entry of the Final Approval Order. The Parties will submit a proposed Final
20 Judgment to the Court in a form to be agreed upon by the Parties prior to the Final Approval
21 Hearing.

22 1.21 “FLSA Settlement Class Members” mean, and refer to, a Settlement Class
23 Member who timely cashes his or her Individual Settlement Payment check, and thereby will be
24 deemed to have opted into the action for purposes of the Fair Labor Standards Act (29 U.S.C. §§
25 201, *et seq.*) (“FLSA”), and thereby waived and released any claims such Settlement Class
26 Members may have under the FLSA only as related to the Released Claims.

27 1.22 “LWDA PAGA Allocation” means the amount payable from the Gross
28 Settlement Fund to the State of California’s Labor and Workforce Development Agency and the

1 Settlement Class, or \$10,000, as further specified in Paragraph 2.25 herein.

2 1.23 “Gross Settlement Fund” or “GSF” means Defendants/Cross-Defendants’
3 total funding obligation under this Stipulation, exclusive of Defendants’ payroll tax obligations,
4 which shall be paid separately by Southwind in addition to the GSF. The GSF is \$750,000. The
5 GSF shall be paid as follows: \$623,500 by Southwind, \$50,000 by Travelers Casualty and Surety
6 Company of America on behalf of Southwind, \$50,000 by Alliance, \$25,000 by Syal, and \$1,500
7 by Staffpoint.

8 1.24 “Individual Settlement Payment” means the amount payable from the Net
9 Settlement Fund to each Settlement Class Member who does not timely submit a Request for
10 Exclusion from the Settlement.

11 1.25 “Net Settlement Fund” means the Gross Settlement Fund, less Class
12 Counsel Fees, Class Counsel Costs, Class Representative Service Awards, Settlement
13 Administration Costs, and the LWDA PAGA Allocation portion paid to the LWDA. Assuming all
14 requested fees, costs, and awards are granted as requested, the Parties estimate this amount to be
15 \$432,025.

16 1.26 “Notice of Settlement” means the Notice of Proposed Class Action
17 Settlement (substantially in the form attached hereto as Exhibit “A”).

18 1.27 “Notice Packet” means the Notice of Proposed Class Action Settlement and
19 self-addressed, stamped envelope (substantially in the form attached hereto as Exhibit A).

20 1.28 “Parties” mean Plaintiffs and Defendants/Cross-Defendants; and “Party”
21 shall mean either Plaintiffs or Defendants/Cross-Defendants, individually.

22 1.29 “Payment Ratio” means the respective Compensable Work Weeks for each
23 Class Member divided by the total Compensable Work Weeks for all Class Members.

24 1.30 “Plaintiffs” mean Plaintiffs Claudia Granciano and Ricardo Contreras.

25 1.31 “Plaintiffs’ Released Claims” mean all Released Claims as defined herein
26 plus the general release described in Paragraph 2.11.

27 1.32 “Preliminary Approval” or “Preliminary Approval Date” means the date the
28 Court enters the Preliminary Approval Order.

1 1.33 “Preliminary Approval Order” means the Proposed Order.

2 1.34 “Released Claims” mean any and all claims asserted in the Action against
3 the Released Parties, or that could have been asserted against the Released Parties based upon the
4 facts alleged in the Third Amended Class Action Complaint to be filed with the Court, by
5 Plaintiffs or any Settlement Class Member, under the California Labor Code, California Wage
6 Orders, California Unfair Competition Law, PAGA, and FLSA, from March 11, 2010 through
7 May 1, 2016.

8 a. The Released Claims include, but are not limited to, claims for: (1)
9 Failure to Pay Wages for All Hours Worked (Cal. Lab. Code § 1194) due to Defendants’ alleged
10 time-rounding policies resulting in alleged underpayment of wages for regular and/or overtime
11 hours worked by Plaintiff Granciano and Class Members; (2) Failure to Pay Overtime
12 Compensation (Cal. Lab. Code § 510) due to Defendants’ alleged rounding policies applicable to
13 Plaintiff Granciano and Class Members and auto-deductions of 30 minutes of total time worked
14 and alleged attributions of that time to meal periods without pay; (3) Failure to Provide Meal
15 Periods (Cal. Lab. Code §§ 226.7 and 512) for Defendants’ alleged failure to provide timely
16 requisite meal periods of not less than 30 minutes to Plaintiff Granciano and Class Members who
17 worked over five hours per shift and who worked over ten hours per shift, or to pay premium
18 payments in lieu thereof; (4) Failure to Timely Pay Wages Upon Termination or Resignation (Cal.
19 Lab. Code §§ 201 and 202) to Plaintiff Granciano and Class Members; (5) Failure to Furnish
20 Accurate Wage Statements (Cal. Lab. Code § 226(a)) to Plaintiffs and Class Members (from
21 March 11, 2013 through May 1, 2016); (6) Unlawful, Deceptive, and/or Unfair Business Practices
22 (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) for the alleged violations set forth herein; and (7)
23 PAGA (Cal. Lab. Code §§ 2698, *et seq.*) for the alleged violations set forth herein. The Released
24 Claims also include all claims for interest and/or penalties of any kind or nature arising out of or
25 relating to the Released Claims and further extends to and includes claims for damages, civil
26 penalties, restitution, injunctive relief, declaratory relief, and any other form of relief or remedy.

27 b. The Released Claims also include all claims Plaintiffs and
28 Settlement Class Members may have against the Released Parties relating to (i) the payment and

1 allocation of attorneys' fees and costs to Class Counsel pursuant to this Agreement, and (ii) the
2 payment of the Class Representative Service Awards pursuant to this Agreement. It is the intent of
3 the Parties that the judgment entered by the Court upon final approval of the Settlement shall have
4 *res judicata* effect and be final and binding upon Plaintiffs and all Settlement Class Members
5 regarding all of the Released Claims.

6 c. **FLSA Release:** Additionally, any Settlement Class Member who
7 timely cashes his or her Individual Settlement Payment check, including either of the Plaintiffs,
8 will thereby be deemed to have opted into the action for purposes of the FLSA claim asserted in
9 the TAC under 29 U.S.C. §§ 201, *et seq.*, and waived and released any claims such Settlement
10 Class Members may have under the FLSA only as related to the Released Claims.

11 d. **Released Claims and FLSA Release Do Not Include Civil Code**
12 **Section 1542 General Release for Settlement Class Members:** For the sake of clarity, the
13 Parties agree that the Released Claims, including the FLSA Release, consist of only those claims
14 that meet the definition of Released Claims. **In other words, the releases contemplated by**
15 **Settlement Class Members are not blanket waivers of California Civil Code section 1542 for**
16 **all claims, potential or actual, known or unknown, for violations of California's Labor Code,**
17 **Wage Orders or FLSA by current and former employees of Defendants.**

18 1.35 "Released Cross-Claims" mean any and all claims asserted by Southwind
19 against Cross-Defendants in the Action, or that could have been asserted against Cross-Defendants
20 in the Action, based upon the facts alleged in the operative Cross-Complaint.

21 1.36 "Released Cross-Defendants" mean Cross-Defendants on behalf of
22 themselves, their parents, subsidiaries, agents, affiliates, directors, officers, and owners.

23 1.37 "Released Defendants" mean Defendants on behalf of themselves, their
24 parents, subsidiaries, agents, affiliates, directors, officers, and owners. "Released Parties" mean
25 Released Defendants and all Cross-Defendants, including Cross-Defendant Ashwin Syal, their
26 parents, subsidiaries, agents, affiliates, directors, officers, and owners.

27 1.38 "Request for Exclusion" means the Request for Exclusion from the
28 Settlement as outlined in the procedure set forth in Paragraph 2.17 below.

1 1.39 “Response Deadline” means the date sixty (60) days after the Settlement
2 Administrator mails Notice Packets to Class Members and the last date on which Class Members:
3 (a) may postmark, fax or email Requests for Exclusion; (b) or file and serve Objections to the
4 Settlement.

5 1.40 “Settlement” means disposition of the Action pursuant to this Agreement.

6 1.41 “Settlement Administration Costs” mean the amount to be paid to the
7 Settlement Administrator from the Gross Settlement Fund for the administration of the Settlement.

8 1.42 “Settlement Administrator” means Simpluris, Inc.

9 1.43 “Settlement Class Members” or “Settlement Class” means all Class
10 Members who do not opt out of the Settlement by timely submitting a Request for Exclusion.

11 1.44 “Settlement Fund Account” means the bank account established pursuant to
12 the terms of this Stipulation from which all monies payable under the terms of this Settlement
13 shall be paid, as set forth herein.

14 2. **TERMS OF AGREEMENT**

15 2.1 *Class Certification.* The Parties stipulate and agree to the conditional
16 certification of this Action and all claims asserted in the operative Complaint pursuant to
17 California Code of Civil Procedure section 382 for purposes of this Settlement only. Should the
18 Settlement not become final and effective as herein provided, class certification pursuant to this
19 Settlement shall be set aside (subject to further proceedings on the motion of any Party to certify
20 or deny certification thereafter). The Parties’ willingness to stipulate to class certification as part
21 of the Settlement shall have no bearing on, and shall not be admissible in or considered in
22 connection with, the issue of whether a class should be certified in a non-settlement context in this
23 Action and shall have no bearing on, and shall not be admissible or considered in connection with,
24 the issue of whether a class should be certified in any other lawsuit.

25 2.2 *Amendment of Operative Complaint.* As part of the Preliminary Approval
26 process, Plaintiffs shall amend the operative Complaint to add a cause of action for unpaid wages
27 pursuant to the FLSA and file it with the Court. Defendants will stipulate for leave to file the TAC
28 as set forth in this Paragraph. In the event that the Settlement does not become final for any

1 reason, then any Order permitting the filing of the TAC shall be treated by the Parties as void *ab*
2 *initio* and the SAC will become Plaintiffs' operative Complaint again.

3 2.3 *Jurisdiction.* The Parties agree that the Superior Court of California for
4 County of Los Angeles has jurisdiction over the Action, and also that venue is proper in that
5 Court.

6 2.4 *Benefits of Settlement to Settlement Class Members.* Plaintiffs and Class
7 Counsel recognize the expense and length of continued proceedings necessary to litigate their
8 disputes through trial and through any possible appeals. Plaintiffs have also taken into account the
9 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
10 such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to
11 establish liability for the claims asserted in the Action, both generally and in response to
12 Defendants' defenses thereto (many of which have been shared at the mediation), and potential
13 difficulties in establishing damages for the Settlement Class Members. Plaintiffs and Class
14 Counsel have also taken into account Defendants' agreement to enter into a settlement that confers
15 substantial relief upon Settlement Class Members, as well as their stated financial conditions. This
16 is an opt-out Settlement with no claims process and no reversion of settlement funds to
17 Defendants. Based on the foregoing, Plaintiffs and Class Counsel have determined that the
18 Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the
19 best interests of Settlement Class Members.

20 2.5 *Defendants' Reasons for Settlement.* Defendants have concluded that any
21 further defense of this litigation would be protracted and expensive for all Parties. Substantial
22 amounts of time, energy, and resources of Defendants have been and, unless this Settlement is
23 made, will continue to be devoted to the defense of the claims asserted by Plaintiffs and Class
24 Members. Defendants have also taken into account the risks of further litigation in reaching their
25 decision to enter into this Settlement. Despite continuing to contend that they are not liable for any
26 of the claims set forth by Plaintiffs in the Action, Defendants have, nonetheless, agreed to settle in
27 the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in
28 the Action.

1 2.6 *Class Members' Claims.* Class Members, by and through Plaintiffs, have
2 claimed and continue to claim that the Released Claims, including claims under the FLSA, have
3 merit and give rise to liability on the part of Defendants. This Agreement is a compromise of
4 disputed claims. Nothing contained in this Agreement and no documents referred to herein and no
5 action taken to carry out this Agreement may be construed or used as an admission by or against
6 the Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

7 2.7 *Defendants' and Cross-Defendants' Defenses.* Defendants have claimed
8 and continue to claim that the Released Claims, including the proposed claims under the FLSA,
9 have no merit and do not give rise to liability. Likewise, Cross-Defendants have claimed and
10 continue to claim that the Released Cross-Claims have no merit and do not give rise to liability.
11 This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no
12 documents referred to herein and no action taken to carry out this Agreement may be construed or
13 used as an admission by or against Defendants or Cross-Defendants as to the merits or lack thereof
14 of the claims or cross-claims asserted.

15 2.8 *Maximum Amount Payable by Defendants.* Under the terms of this
16 Settlement, the maximum amount payable by Defendants shall not exceed the Gross Settlement
17 Fund of Seven Hundred Fifty Thousand Dollars (\$750,000), exclusive of Defendants' employer-
18 side payroll tax obligations that shall be paid separately by Southwind in addition to the Gross
19 Settlement Fund.

20 2.9 *Class Size.* Defendants represented as of January 2018 that there are
21 approximately 907 Class Members.

22 2.10 *Release as to All Settlement Class Members.* As of the Effective Date, the
23 Settlement Class Members, including Plaintiffs, on behalf of themselves and their respective heirs,
24 successors, assigns, and estates, release the Released Parties from the Released Claims during the
25 Class Period. Plaintiffs and Settlement Class Members agree not to sue or otherwise make a claim
26 against any of the Released Parties for the Released Claims.

27 2.11 *General Release by Plaintiffs Only.* In addition to the releases made by
28 Settlement Class Members, Plaintiffs, on behalf of themselves, their heirs, successors, assigns, and

1 estates, in exchange for the terms and conditions of this Agreement, including the Service Awards
2 requested or as otherwise authorized by the Court, shall also, as of the Effective Date, fully and
3 forever release the Released Parties from Plaintiffs' Released Claims. With respect to Plaintiffs'
4 Released Claims only, Plaintiffs shall be deemed to have, and by operation of the Final Judgment
5 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the
6 provisions, rights, and benefits of section 1542 of the California Civil Code, or any other similar
7 provision under federal or state law, which section provides:

8 *A general release does not extend to claims which the creditor does not know or*
9 *suspect to exist in his or her favor at the time of executing the release, which if*
10 *known by him or her must have materially affected his or her settlement with the*
11 *debtor.*

12 Plaintiffs may hereafter discover facts in addition to or different from those they now know
13 or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, but upon
14 the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have,
15 fully, finally, and forever settled and released any and all of Plaintiffs' Released Claims, whether
16 known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or
17 heretofore have existed, upon any theory of law or equity now existing or coming into existence in
18 the future, including, but not limited to, conduct that is negligent, intentional, with or without
19 malice or a breach of any duty, law or rule, without regard to the subsequent discovery or
20 existence of such different or additional facts. Plaintiffs agree not to sue or otherwise make a claim
21 against any of the Released Parties for Plaintiffs' Released Claims.

22 2.12 *Release by Southwind of Cross-Claims.* Southwind shall release Released
23 Cross-Defendants from the Released Cross-Claims in exchange for Cross-Defendants'
24 contributions towards the GSF and shall dismiss with prejudice the Cross-Complaint within seven
25 (7) days of Released Cross-Defendants' respective payments to the Settlement Administrator of
26 their respective shares of the GSF (if payments are made on different dates, then the seven day
27 period runs from the last date on which any Released Cross-Defendant makes its/his payment).

28 2.13 *Tax Liability.* The Parties make no representations as to the tax treatment or

1 legal effect of the payments called for hereunder, and Plaintiffs and Settlement Class Members are
2 not relying on any statement or representation by the Parties in this regard. Plaintiffs and
3 Settlement Class Members understand and agree that they will be responsible for the payment of
4 any employee-side taxes and penalties assessed on the payments described herein and will hold the
5 Parties free and harmless from and against any claims resulting from treatment of such payments
6 as non-taxable damages, including the treatment of such payments as not subject to withholding or
7 deduction for payroll and employment taxes.

8 2.14 *No Knowledge Of Other Claims.* Class Counsel and Plaintiffs agree and
9 represent that they are not aware of any claim that could have been brought against Defendants by
10 any person or entity, other than the claims that were alleged in the Action, or could have been
11 alleged based on the facts alleged in the Action.

12 2.15 *Settlement Approval and Implementation Procedures.* As part of this
13 Settlement, the Parties agree to the following procedures for obtaining the Court's preliminary
14 approval of the Settlement, certifying a class for settlement purposes only, notifying Class
15 Members of the Settlement, obtaining the Court's final approval of the Settlement, and processing
16 Individual Settlement Payments and other payments described herein.

17 a. *Preliminary Approval and Certification.* Plaintiffs' submission for
18 Preliminary Approval will include this Agreement, the proposed Notice Packet, attached hereto as
19 Exhibit A, the proposed Preliminary Approval Order, and any motions, memoranda, and evidence
20 as may be necessary for the Court to determine that this Agreement is fair, adequate, and
21 reasonable. Plaintiffs will request the Court to enter an order preliminarily approving the terms of
22 the Agreement and the certification of a provisional settlement class, and requesting a Final
23 Approval Hearing, in accordance with California law. Plaintiffs will provide Defendants a
24 reasonable opportunity to review and provide comments regarding the briefing in support of
25 Plaintiffs' preliminary approval application (at least two days prior to filing).

26 b. *Class Information.* No more than fifteen (15) calendar days after
27 entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator
28 with the Class Information for purposes of mailing Notice Packets to Class Members.

1 c. *Notice By First Class U.S. Mail.* Upon receipt of the Class
2 Information, the Settlement Administrator will perform a search on the National Change of
3 Address database to update the Class Members' addresses. No more than fourteen (14) calendar
4 days after receiving the Class Information from Defendants as provided herein, the Settlement
5 Administrator shall mail copies of the Notice Packet to all Class Members by regular First Class
6 U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current
7 mailing address for each Class Member. The address identified by the Settlement Administrator as
8 the current mailing address shall be presumed to be the best mailing address for each Class
9 Member. It will be conclusively presumed that, if an envelope so mailed has not been returned
10 within thirty (30) days of the mailing, the Class Member received the Notice Packet.

11 d. *Undeliverable Notices.* Any Notice Packets returned to the
12 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed
13 to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
14 Administrator shall make reasonable efforts to obtain an updated mailing address within five (5)
15 business days of the date of the return of the Notice Packet. If an updated mailing address is
16 identified, the Settlement Administrator shall resend the Notice Packet to the Class Member. Class
17 Members to whom Notice Packets are re-sent after having been returned undeliverable to the
18 Settlement Administrator shall have fourteen (14) calendar days thereafter or until the Response
19 Deadline has expired, whichever is later, to mail, fax or email the Request for Exclusion, or mail,
20 fax or email a Notice of Objection. Notice Packets that are resent shall inform the recipient of this
21 adjusted deadline. If a Class Member's Notice Packet is returned to the Settlement Administrator
22 more than once as non-deliverable, then an additional Notice Packet shall not be re-mailed.

23 e. Compliance with the procedures specified in Paragraph 2.15(a)-(e)
24 herein shall constitute due and sufficient notice to Class Members of this Settlement and shall
25 satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties,
26 Class Counsel, and Defendants' counsel to provide notice of the proposed Settlement.

27 2.16 *Disputes Over Compensable Work Weeks.* Class Members will have the
28 opportunity, should they disagree with Defendants' records regarding the number of respective

1 Compensable Work Weeks worked by a Class Member, as set forth in the Notice of Settlement, to
2 provide documentation and/or an explanation to show contrary employment dates. If there is a
3 dispute, the Settlement Administrator will consult with the Parties to determine whether an
4 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
5 amounts of, any Individual Settlement Payments under the terms of this Agreement. The
6 Settlement Administrator's determination of the eligibility for and amount of any Individual
7 Settlement Payment shall be binding upon the Class Member and the Parties.

8 2.17 *Exclusions (Opt-Outs)*. The Notice Packet shall state that Class Members
9 who wish to exclude themselves from the Settlement must submit a written Request for Exclusion
10 by the Response Deadline. The Request for Exclusion: (1) must contain the name, address,
11 telephone number, and last four digits of the Social Security number of the person requesting
12 exclusion; (2) must be signed and dated by the Class Member; and (3) must be postmarked, faxed
13 or email stamped by the Response Deadline and returned to the Settlement Administrator at the
14 specified address, fax telephone number or email address. If the Request for Exclusion does not
15 contain the information listed in (1)-(2), it will not be deemed valid for exclusion from this
16 Settlement, except a Request for Exclusion form not containing a Class Member's telephone
17 number and/or last four digits of their Social Security number will be deemed valid. The date of
18 postmark on the Request for Exclusion, either based on the date on the return mailing envelope,
19 date of the fax stamp or date of email transmission, shall be the exclusive means used to determine
20 whether a Request for Exclusion has been timely submitted. Any Class Member who requests to
21 be excluded from the Settlement Class will not be entitled to any recovery under the Settlement
22 and will not be bound by the terms of the Settlement or have any right to object, appeal or
23 comment thereon. Class Members who receive a Notice Packet but fail to submit a valid and
24 timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of
25 the Settlement and any Final Judgment entered in this Action if the Settlement is approved by the
26 Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement
27 Administrator shall provide counsel for the Parties with a complete list of all members of the Class
28 who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their

1 counsel seek to solicit or otherwise encourage any Class Member to submit a Request for
2 Exclusion from the Settlement.

3 2.18 *Objections.* The Notice Packet shall state that Class Members who wish to
4 object to the Settlement must mail a written statement of objection (“Notice of Objection”) to the
5 Settlement Administrator by the Response Deadline. The date of postmark on the return envelope,
6 fax date or email date shall be deemed the exclusive means for determining whether a Notice of
7 Objection was timely submitted. The Notice of Objection must be signed by the Class Member
8 and state: (1) the full name, address, and telephone number of the Class Member; (2) the dates of
9 employment of the Class Member; (3) the job title(s) and job location(s) of the Class Member; (4)
10 the last four digits of the Class Member’s Social Security number; (5) the basis for the objection;
11 and (6) whether the Settlement Class Member intends to appear at the Final Approval Hearing,
12 and provide any legal briefs, papers or memoranda the objecting Class Member proposes to
13 submit to the Court. Class Members who fail to make objections in the manner specified above
14 shall be deemed to have waived any written objections to the Settlement. No later than fourteen
15 calendar (14) days after the Response Deadline, the Settlement Administrator shall provide
16 counsel for the Parties with complete copies of all objections received, including the postmark
17 dates or other proof of timely submission for each objection. At no time shall any of the Parties or
18 their counsel seek to solicit or otherwise encourage Class Members to file or serve written
19 objections to the Settlement or appeal from the Final Approval Order and Final Judgment. Class
20 Counsel shall not represent any Class Members with respect to any such objections.

21 2.19 *No Solicitation of Settlement Objections or Exclusions.* The Parties agree to
22 use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or
23 their counsel seek to solicit or otherwise encourage Class Members to submit either written
24 objections to the Settlement or Requests for Exclusion from the Settlement, or to appeal from the
25 Court’s Final Judgment.

26 2.20 *Funding and Allocation of Settlement.* Defendants are required to pay the
27 sum of the Individual Settlement Payments, the Class Representative Service Awards, Class
28 Counsel Fees, Class Counsel Costs, the LWDA PAGA Allocation, and the Settlement

Administration Costs, as specified in this Agreement, up to the Gross Settlement Fund of Seven Hundred Fifty Thousand Dollars (\$750,000).

a. Within fifteen (15) calendar days following the Effective Date of the Settlement, Defendants/Cross-Defendants shall deposit into the Settlement Fund Account their respective shares of the Seven Hundred Fifty Thousand Dollars (\$750,000) Gross Settlement Fund owing in accordance with the terms of this Agreement. No distributions from the Settlement Fund Account shall occur until authorization in writing or via e-mail is provided to the Settlement Administrator by Class Counsel and Defendants' counsel. Any interest that accrues within the Settlement Fund Account shall be applied toward the Gross Settlement Fund.

b. No more than five (5) business days after the Settlement is fully funded, the Settlement Administrator will provide the Parties with an accounting of all anticipated payments and awards from the fund. Payments from the fund shall be made for (1) Individual Settlement Payments to Settlement Class Members, (2) the Class Representative Service Awards, as specified in this Agreement and approved by the Court; (3) Class Counsel Fees and Class Counsel Costs, as specified in this Agreement and approved by the Court; (4) Settlement Administration Costs, as specified in this Agreement and approved by the Court; and (5) the LWDA PAGA Allocation, as specified in this Agreement and approved by the Court.

2.21 *Individual Settlement Payments.* Individual Settlement Payments will be paid from the Net Settlement Fund and shall be paid pursuant to the formula set forth in Paragraph 2.22 herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address within fourteen (14) calendar days after the funding of the Settlement is completed. Individual Settlement Payments reflect settlement of a dispute regarding wages and interest/penalties. Individual Settlement Payments will be allocated as follows: forty percent (40%) as penalties; forty percent (40%) as interest; and twenty percent (20%) as wages. The Settlement Administrator shall issue the appropriate tax documents associated with the Individual Settlement Payments. Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date of issuance.

a. *Unclaimed Wages.* Subject to the Court's approval and a finding of

1 good cause, the unclaimed amounts from any Individual Settlement Payment checks that were not
2 cashed or deposited within 180 days from the date of issuance shall be held by the State of
3 California Unclaimed Wages Fund of the Department of Industrial Relations. Under this proposal
4 for distribution of unclaimed funds, if any Settlement Class Member does not cash or deposit his
5 or her Individual Settlement Payment check within 180 days after issuance, then 10 business days
6 after the 180-day deadline, the Settlement Administrator shall void the check and remit the funds
7 to the State of California Unclaimed Wages Fund for the benefit of the employee, together with a
8 spreadsheet identifying the information for each Settlement Class Member who did not timely
9 cash or deposit his or her Individual Settlement Payment check and the amount of the uncashed
10 check. The Parties agree that good cause exists for the Court to approve the proposed distribution
11 pursuant to California Code of Civil Procedure section 384, because the unclaimed funds include
12 unclaimed wages of employees that will be held by the State of California for the benefit of said
13 employees, who may request receipt of payment from the State of California Unclaimed Wages
14 Fund. Thus, the Parties believe that the proposed distribution would better serve the interests of
15 Settlement Class Members than the distribution proposed in California Code of Civil Procedure
16 section 384.

17 (i) However, if the Court ultimately decides that the distribution
18 specified in California Code of Civil Procedure section 384 should instead occur (i.e., that good
19 cause does not exist for the Parties' alternate distribution proposal described above), then the
20 Parties agree to the following distribution by the Settlement Administrator as specifically
21 permitted by California Code of Civil Procedure section 384 under the same timeline specified in
22 Paragraph 2.21(a): Any unclaimed amounts from any Individual Settlement Payments to
23 Settlement Class Members plus any accrued interest thereon that has not otherwise been
24 distributed pursuant to order of the Court, shall be transmitted as follows: (1) twenty-five percent
25 (25%) will be distributed to the State Treasury for deposit in the Trial Court Improvement and
26 Modernization Fund, established in section 77209 of the Government Code, and subject to
27 appropriation in the annual Budget Act for the Judicial Council to provide grants to trial courts for
28 new or expanded collaborative courts or grants for Sargent Shriver Civil Counsel; and (2) seventy-

1 five percent (75%) will be distributed to the State Treasury for deposit into the Equal Access Fund
2 of the Judicial Branch, to be distributed in accordance with sections 6216 to 6223, inclusive, of the
3 Business and Professions Code, except that administrative costs shall not be paid to the State Bar
4 or the Judicial Council from this sum.

5 b. *FLSA Settlement Class and Opt-In Language.* Each Settlement Class
6 Member's Individual Settlement Payment check will include the following language
7 acknowledging that, by cashing or depositing the Individual Settlement Payment check, that
8 person is opting into the Action for purposes of the FLSA: "By endorsing this check for cash or
9 deposit, I am hereby opting into the FLSA Settlement Class in the action entitled *Granciano, et al.*
10 *v. Southwind Foods, LLC, et al.*, Los Angeles Superior Court Case No. BC538900, and I agree and
11 acknowledge that by doing so the claims that I am releasing will also include any claims that I
12 have under the FLSA (29 U.S.C. §§ 201, *et seq.*) only as to the Released Claims as set forth more
13 fully in the Notice of Settlement." Settlement Class Members who timely cash their Individual
14 Settlement Payments (and, in doing so, become FLSA Settlement Class Members) will be deemed
15 to have opted into the Action for purposes of the FLSA and, as to those FLSA Settlement Class
16 Members, the Released Claims include any claims such FLSA Settlement Class Members may
17 have under the FLSA only as to the Released Claims. Only those Settlement Class Members who
18 timely cash their settlement check will be deemed to have opted into the Action for purposes of
19 the FLSA and thereby released and waived any of their claims under the FLSA only as to the
20 Released Claims.

21 2.22 *Calculation of Individual Settlement Payments.* Individual Settlement
22 Payments to Settlement Class Members will be calculated by the Settlement Administrator as
23 follows: The Settlement Administrator will calculate the Net Settlement Fund and 25% of the
24 LWDA PAGA Allocation. Defendants will calculate the total Compensable Work Weeks for all
25 Class Members and will provide that information to the Settlement Administrator. The respective
26 Compensable Work Weeks for each Class Member, as set forth in the Class List by Defendants,
27 will be divided by the total Compensable Work Weeks for all Class Members, resulting in the
28 Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be

1 multiplied by the Net Settlement Fund to determine his or her Individual Settlement Payment. This
2 is a “no claims made”, non-reversionary settlement. Thus, to the extent any Class Member validly
3 requests exclusion, the portion of the Net Settlement Fund that would have been paid to the
4 excluded Class Members(s) shall be distributed on an equal, *pro rata* basis among all Settlement
5 Class Members as part of their Individual Settlement Payment. Each Individual Settlement
6 Payment will be reduced by any legally mandated deductions for payroll taxes or other required
7 withholdings. Southwind shall be responsible for payment of any employer-side payroll taxes in
8 addition to Southwind’s payment of its share of the Gross Settlement Fund in the amount of
9 \$623,500. Other than Plaintiffs, Settlement Class Members are not eligible to receive any
10 compensation other than an Individual Settlement Payment, and they may only receive an
11 Individual Settlement Payment if they do not timely and validly request exclusion.

12 2.23 *Class Representative Service Awards.* Defendants agree not to oppose or
13 object to any application or motion by Plaintiffs to be appointed Class Representatives and for a
14 Class Representative Service Award to be paid to each Plaintiff, not to exceed Ten Thousand
15 Dollars (\$10,000.00) each, as consideration for the release of all Released Claims, for the risks
16 undertaken and potential stigma that may attach for filing this lawsuit against their former
17 employer(s), and for their time and effort in bringing and prosecuting this matter for the benefit of
18 Class Members. The Class Representative Service Awards shall be paid to Plaintiffs from the
19 Gross Settlement Fund no later than fourteen (14) calendar days after funding of the Settlement is
20 completed. The Settlement Administrator shall issue an IRS Form 1099–MISC to each Plaintiff
21 for their Class Representative Service Award. Plaintiffs agree to provide the Settlement
22 Administrator with an executed IRS Form W-9 before the Class Representative Service Awards
23 are issued. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on
24 their respective Class Representative Service Award and shall hold harmless Defendants from any
25 claim or liability for taxes, penalties or interest arising as a result of the payment of Class
26 Representative Service Awards. The Class Representative Service Awards shall be in addition to
27 each Plaintiff’s Individual Settlement Payment as a Settlement Class Member. In the event that the
28 Court awards less than the requested amount of each Class Representative Service Award, then

1 any portion of the requested amount not awarded to either or both Plaintiffs shall become part of
2 the Net Settlement Fund. In the event the Court reduces or does not approve the requested Class
3 Representative Service Awards, Plaintiffs shall not have the right to revoke their agreement to the
4 Settlement, which shall remain binding on the Parties.

5 2.24 *Class Counsel Fees and Costs.* Defendants agree not to oppose or object to
6 any application or motion by Class Counsel for attorneys' fees not to exceed Two Hundred Forty
7 Nine Thousand Nine Hundred Seventy Five Dollars (\$249,975). Defendants also agree not to
8 oppose or object to any application or motion by Class Counsel for reimbursement of actual costs
9 incurred not to exceed Twenty-Six Thousand Dollars (\$26,000), as supported by declarations from
10 Class Counsel. Class Counsel shall be paid any Court-approved fees and costs no later than
11 fourteen (14) calendar days after the Settlement is fully funded. Class Counsel shall be solely and
12 legally responsible to pay all applicable taxes on the payments made pursuant to this Paragraph.
13 The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the
14 payments made pursuant to this Paragraph. This Settlement is not contingent upon the Court
15 awarding Class Counsel any particular amounts in attorneys' fees or costs. In the event the Court
16 reduces or does not approve the requested amounts of Class Counsel Fees and/or Class Counsel
17 Costs, the Settlement shall remain binding on the Parties. Any amounts requested by Class
18 Counsel for Class Counsel Fees and Class Counsel Costs and not granted by the Court shall return
19 to the Net Settlement Fund and be distributed as provided in this Agreement.

20 2.25 *PAGA.* Subject to Court approval, the Parties shall allocate a total of Ten
21 Thousand Dollars (\$10,000) from the Gross Settlement Fund for the compromise of claims under
22 PAGA, Cal. Lab. Code §§ 2698, *et seq.* California Labor Code section 2699(i) requires that the
23 Parties distribute any settlement of PAGA claims as follows: seventy-five percent (75%) to the L
24 WDA for enforcement of labor laws and education of employers; and twenty-five percent (25%)
25 to "aggrieved employees." The Parties, therefore, agree that Seven Thousand Five Hundred
26 Dollars (\$7,500) of the LWDA PAGA Allocation shall be paid to the LWDA from the Gross
27 Settlement Fund by the Settlement Administrator no later than fourteen (14) calendar days after
28 the Settlement is fully funded. The remaining Two Thousand Five Hundred Dollars (\$2,500) of

1 the LWDA PAGA Allocation shall be part of the Net Settlement Fund to be distributed in
2 accordance with the terms of this Stipulation.

3 2.26 *Option to Terminate Settlement.* If, after the Response Deadline and before
4 the Final Approval Hearing, the number of Class Members who submitted timely and valid
5 Requests for Exclusion from the Settlement exceeds five percent (5%) of all potential Settlement
6 Class Members, Defendants shall have, in their respective sole discretion, the option to terminate
7 this Settlement. If Defendants exercise their option to terminate this Settlement, Defendants shall
8 pay all Settlement Administration Costs incurred up to the date of termination.

9 2.27 *Settlement Administration Costs.* The Settlement Administrator shall be
10 paid for the costs of administration of the Settlement from the Gross Settlement Fund. The
11 Settlement Administrator has submitted a bid for services that is capped at \$14,500. No fewer
12 than thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator
13 shall provide the Parties with a statement detailing the costs of administration, showing the
14 estimated Individual Settlement Payments to be made to Settlement Class Members, and listing
15 the names and number of Class Members who have objected to or requested exclusion from the
16 Settlement. The Settlement Administrator, on Defendants' behalf, shall have the authority and
17 obligation to make payments, credits, and disbursements, including payments and credits in the
18 manner set forth herein, to Settlement Class Members calculated in accordance with the
19 methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in
20 the settlement administration process and to make all reasonable efforts to control and minimize
21 the cost and expenses incurred in administration of the Settlement.

22 2.28 *Settlement Administration.* The Parties each represent they do not have any
23 financial interest in the Settlement Administrator or otherwise have a relationship with the
24 Settlement Administrator that could create a conflict of interest. Plaintiffs' Counsel represents that
25 they have carefully vetted the proposed Settlement Administrator for adherence to reasonable
26 security measures and insurance coverage for cyber theft and losses from errors and omissions.
27 The Settlement Administrator shall be responsible for: processing and mailing payments to the
28 Class Representatives, Class Counsel, and Settlement Class Members; printing and mailing the

1 Notice Packets to Class Members as directed by the Court; receiving and reporting the Requests
2 for Exclusion and Notices of Objection submitted by Class Members; providing a declaration(s) as
3 necessary in support of preliminary and/or final approval of this Settlement; development and
4 maintenance of a Settlement website to post key documents regarding the Settlement and Final
5 Judgment, and other tasks as the Parties mutually agree or the Court orders the Settlement
6 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of
7 the performance of all Settlement Administrator responsibilities. Any legally-mandated tax
8 reports, tax forms, tax filings or other tax documents required by administration of this Agreement
9 shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such
10 preparation shall be a cost of administration of the Settlement. The Settlement Administrator shall
11 be paid Settlement Administration Costs no later than fourteen (14) calendar days after the
12 Settlement is fully funded.

13 2.29 *Final Approval Hearing.* At a reasonable time following the Response
14 Deadline, the Court shall hold the Final Approval Hearing, where objections, if any, may be heard,
15 and the Court shall determine amounts properly payable for (i) Class Counsel Fees and Costs, (ii)
16 Class Representative Service Awards, (iii) Individual Settlement Payments, (iv) the LWDA
17 PAGA Allocation, and (v) Settlement Administration Costs.

18 2.30 *Entry of Final Judgment.* If the Court approves this Settlement at the Final
19 Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the
20 Settlement has been fully funded, with the Court retaining jurisdiction over the Parties to enforce
21 the terms of the judgment. Notice of entry of Final Judgment will be provided on the Settlement
22 website to be created and maintained by the Settlement Administrator, which the Parties agree will
23 satisfy due process.

24 2.31 *No Effect on Employee Benefits.* Amounts paid to Plaintiffs or other
25 Settlement Class Members pursuant to this Agreement will not count as earnings or compensation
26 for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendants.

27 2.32 *Nullification of Settlement Agreement.* In the event: (i) the Court does not
28 enter the Preliminary Approval Order substantially in the form specified herein; (ii) the Court does

1 not grant final approval of the Settlement as provided herein; (iii) the Court does not enter a Final
2 Judgment as provided herein; or (iv) the Settlement does not become final for any other reason,
3 this Settlement Agreement shall be null and void and any order or judgment entered by the Court
4 in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the
5 Parties and any funds to be awarded under this Settlement shall be returned to their respective
6 statuses as of the date and time immediately prior to the execution of this Agreement, and the
7 Parties shall proceed in all respects as if this Agreement had not been executed, except that any
8 fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.
9 In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is
10 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
11 other appellate review, but any fees incurred by the Settlement Administrator prior to it being
12 notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review,
13 shall be paid to the Settlement Administrator by Defendants within thirty (30) days of said
14 notification.

15 2.33 *No Admission By the Parties.* Defendants deny any and all claims alleged in
16 this Action and deny all wrongdoing whatsoever. This Agreement is not a concession or
17 admission, and shall not be used against Defendants as an admission or indication with respect to
18 any claim of any fault, concession or omission by Defendants.

19 2.34 *Dispute Resolution.* Except as otherwise set forth herein, all disputes
20 concerning the interpretation, calculation or payment of settlement claims, or other disputes
21 regarding compliance with this Agreement shall be resolved as follows:

22 a. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any
23 Settlement Class Members, or the Defendants at any time believe that another Party has breached
24 or acted contrary to the Agreement, that Party shall notify the other Parties in writing of the
25 alleged violation.

26 b. Upon receiving notice of the alleged violation or dispute, the
27 responding party shall have ten (10) days to correct the alleged violation and/or respond to the
28 initiating party with the reasons why the Party disputes all or part of the allegation.

1 c. If the response does not address the alleged violation to the initiating
2 party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their
3 differences.

4 d. If Class Counsel and Defendants are unable to resolve their
5 differences after twenty (20) days, either Party may file an appropriate motion for enforcement
6 with the Court.

7 2.35 *Exhibits and Headings*. The terms of this Agreement include the terms set
8 forth in any attached exhibit, which are incorporated by this reference as though fully set forth
9 herein. Any exhibits to this Agreement are an integral part of the Settlement. The descriptive
10 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
11 only and do not constitute a part of this Agreement.

12 2.36 *Interim Stay of Proceedings*. The Parties agree to make all efforts to obtain
13 a stay of all proceedings in the Action, except such proceedings necessary to implement and
14 complete the Settlement such as the filing of a stipulation for leave to file a TAC adding a
15 proposed FLSA claim for proposed release under the Settlement terms, in abeyance pending the
16 Final Approval Hearing to be conducted by the Court.

17 2.37 *Amendment or Modification*. This Agreement may be amended or modified
18 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

19 2.38 *Entire Agreement*. This Agreement and any attached exhibits constitute the
20 entire Agreement among the Parties, and no oral or written representations, warranties or
21 inducements have been made to any Party concerning this Agreement or its exhibits other than the
22 representations, warranties, and covenants contained and memorialized in the Agreement and its
23 exhibits.

24 2.39 *Authorization to Enter into Settlement Agreement*. Counsel for all Parties
25 warrant and represent they are expressly authorized by the Parties whom they represent to
26 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Agreement. The Parties and their counsel will

1 cooperate with each other and use their best efforts to effect the implementation of the Settlement.
2 In the event the Parties are unable to reach agreement on the form or content of any document
3 needed to implement the Settlement, or on any supplemental provisions that may become
4 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the
5 Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendants
6 represent and warrant that they are authorized to sign this Agreement on behalf of Defendants.
7 Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have
8 not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

9 2.40 *Binding on Successors and Assigns.* This Agreement shall be binding upon,
10 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11 2.41 *California Law Governs.* All terms of this Agreement and the exhibits
12 hereto shall be governed by and interpreted according to the laws of the State of California.

13 2.42 *This Settlement is Fair, Adequate, and Reasonable.* The Parties believe this
14 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
15 Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
16 present and potential.

17 2.43 *Jurisdiction of the Court.* The Parties agree that the Court shall retain
18 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
19 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
20 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing,
21 and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in
22 connection therewith.

23 2.44 *Invalidity of Any Provision.* Before declaring any provision of this
24 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
25 extent possible consistent with applicable precedents, so as to find all provisions of this
26 Agreement valid and enforceable.

27 2.45 *Waiver of Certain Appeals.* The Parties agree to waive appeals and to
28 stipulate to class certification for purposes of this Settlement only.

1 2.46 *Cooperation.* The Parties agree to cooperate fully with one another to
2 accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be
3 limited to, execution of such other documents and the taking of such other action as may be
4 reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use
5 their best efforts, including all efforts contemplated by this Settlement and any other efforts that
6 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set
7 forth herein.

8 a. Extension of Five Year Trial Deadline: To this end, the Parties
9 hereby stipulate to extend the five year statutory deadline to bring the case to trial under California
10 Code of Civil Procedure section 583.310 by one year. With the one year extension, the deadline to
11 bring the case to trial is March 11, 2020.

12 2.47 *Confidentiality of Settlement.* The Parties and their respective counsel (and
13 all employees thereof) expressly agree that they will maintain in strict confidence the fact that this
14 Action has settled, and the terms of the Settlement, until such time as Preliminary Approval is
15 granted by the Court (if granted). The Parties recognize that aspects of this Settlement will be on
16 file with the Court. However, except for information or documents disclosed to the Court as part
17 of preliminary approval of the Settlement, the Parties will not disclose or initiate the disclosure of
18 this Settlement or its terms until such time as Preliminary Approval is granted.

19 2.48 *Notices.* Unless otherwise specifically provided, all notices, demands or
20 other communications in connection with this Stipulation shall be: (1) in writing; (2) deemed
21 given on the third business day after mailing; and (3) sent via United States registered or certified
22 mail, return receipt requested, addressed as follows:

23 **To Plaintiffs:**

24 Raymond P. Boucher
25 Shehnaz M. Bhujwala
26 Neil M. Larsen
27 Boucher, LLP
28 21600 Oxnard Street, Suite 600
 Woodland Hills, California 91367

1 Sahag Majarian, II
2 Law Offices of Sahag Majarian, II
3 18250 Ventura Blvd.
4 Tarzana, CA 91356

4 **To Defendants:**

5 John L. Barber, Esq.
6 Alison M. Miceli, Esq.
7 Lewis Brisbois Bisgaard & Smith LLP
8 701 B Street, Suite 1900
9 San Diego, CA 92101
10 *Attorneys for Southwind Foods, LLC*

11 Rob D. Cucher, State Bar Number 219726
12 LAW OFFICES OF ROB CUCHER
13 315 South Beverly Drive, Suite 310
14 Beverly Hills, California 90212
15 *Attorneys for Defendant and Cross-Defendant Staffpoint, LLC*

16 Lawrence Hoodack, State Bar Number 97629
17 LAW OFFICES OF LAWRENCE HOODACK
18 P.O. Box 28514
19 Anaheim, California 92809
20 Telephone: 714-634-2030
21 *Attorney for Defendant and Cross-Defendant Alliance Professional Business*
22 *Solutions, Inc.*

23 Carl John Pentis, State Bar Number 116453
24 CARL JOHN PENTIS, ATTORNEY AT LAW
25 500 N State College Blvd, Suite 1200
26 Orange, California 92868
27 *Attorney for Cross-Defendant Ashwin Syal*

28 2.49 *Execution by Settlement Class Members.* It is agreed that it is impossible or
impractical to have each Class Member execute this Settlement Agreement. The Notice of
Settlement will advise all Settlement Class Members of the binding nature of the releases and such
shall have the same force and effect as if each Settlement Class Member executed this Stipulation.

2.50 *Execution by Plaintiffs.* Plaintiffs, by signing this Stipulation, are each
bound by the terms herein and further agree not to request to be excluded from the Settlement.
Any such request for exclusion shall therefore be void and of no force or effect.

2.51 The Parties hereto agree that the terms and conditions of this Amended
Stipulation are the result of lengthy, intensive, arm's-length negotiations between the Parties and
that this Stipulation shall not be construed in favor of or against any of the Parties by reason of

1 their participation in the drafting of this Stipulation.

2 2.52 This Stipulation shall become effective upon its execution by all of the
3 undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel and Cross-
4 Defendants' Counsel may execute this Stipulation in counterparts, and the execution of
5 counterparts shall have the same force and effect as if each had signed the same instrument.
6 Copies of the executed Agreement shall be effective for all purposes as though the signatures
7 contained therein were original signatures.

8
9
10 DATED: 5-16-18

By: 

CLAUDIA GRANCIANO
Plaintiff

11
12
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14 DATED: _____

By: _____

RICARDO CONTRERAS
Plaintiff

15
16
17 DATED: May 16, 2018

BOUCHER LLP

18
19 By: 

RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
NEIL M. LARSEN

Attorneys for Plaintiffs and the Putative Class

20
21
22
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24 DATED: _____

LAW OFFICES OF SAHAG MAJARIAN II

25
26 By: _____

SAHAG MAJARIAN II

Attorneys for Plaintiffs and the Putative Class

1 their participation in the drafting of this Stipulation.

2 2.52 This Stipulation shall become effective upon its execution by all of the
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9
10 DATED: 5/23/18

By: _____
CLAUDIA GRANCIANO
Plaintiff

12
13 DATED: 5/23/18

By: _____
RICARDO CONTRERAS
Plaintiff

16
17 DATED: May 16, 2018

BOUCHER LLP

19 By: _____
RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
NEIL M. LARSEN

Attorneys for Plaintiffs and the Putative Class

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23
24 DATED: _____

LAW OFFICES OF SAHAG MAJARIAN II

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26 By: _____
SAHAG MAJARIAN II

Attorneys for Plaintiffs and the Putative Class

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10 DATED: _____

By: _____
CLAUDIA GRANCIANO
Plaintiff

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14 DATED: _____

By: _____
RICARDO CONTRERAS
Plaintiff

15
16
17 DATED: May 16, 2018

BOUCHER LLP

18
19 By: 
20 RAYMOND P. BOUCHER
21 SHEHNAZ M. BHUJWALA
22 NEIL M. LARSEN

Attorneys for Plaintiffs and the Putative Class

23
24 DATED: 5/18/18

LAW OFFICES OF SAHAG MAJARIAN II


25
26 By: 
27 SAHAG MAJARIAN II

Attorneys for Plaintiffs and the Putative Class


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DATED: 5-30-18

DATED: 05/30/18

By: 
For Defendant Southwind Foods, LLC

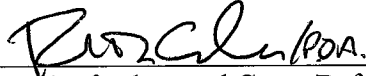
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 
JOHN L. BARBER
ALISON M. MICELI

Attorneys for Defendant and Cross-Complainant
Southwind Foods, LLC

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DATED: May 29, 2018

By: 
For Defendant and Cross-Defendant
Staffpoint, LLC

DATED: May 29, 2018

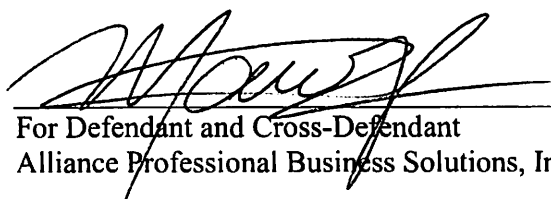
LAW OFFICES OF ROB D. CUCHER

By: 
ROB D. CUCHER

Attorneys for Defendant and Cross-Defendant
Staffpoint, LLC

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DATED: 5/31/18

By: 
For Defendant and Cross-Defendant
Alliance Professional Business Solutions, Inc.

DATED: _____

LAW OFFICES OF LAWRENCE HOODACK

By: _____
LAWRENCE HOODACK

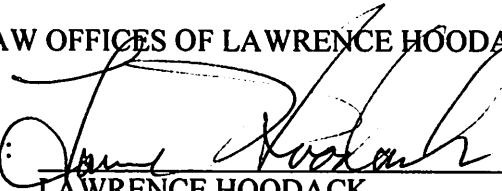
Attorneys for Defendant and Cross-Defendant
Alliance Professional Business Solutions, Inc.

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DATED: _____

By: _____
For Defendant and Cross-Defendant
Alliance Professional Business Solutions, Inc.

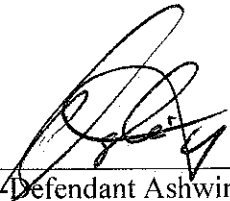
DATED: 5/31/18

LAW OFFICES OF LAWRENCE HOODACK

By: _____
LAWRENCE HOODACK

Attorneys for Defendant and Cross-Defendant
Alliance Professional Business Solutions, Inc.

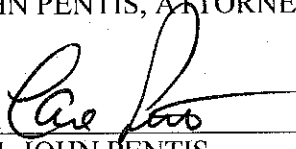
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DATED: 5/30/18

By: 
Cross-Defendant Ashwin Syal

DATED: 5/30/18

CARL JOHN PENTIS, ATTORNEY AT LAW

By: 
CARL JOHN PENTIS

Attorneys for Cross-Defendant Ashwin Syal

EXHIBIT A(A)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Claudia Granciano, et al. v. Southwind Foods, LLC, et al.
Superior Court of the State of California, County of Los Angeles
Case No. BC538900

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.
PLEASE READ THIS NOTICE CAREFULLY.

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected whether you act or not.*

WHAT IS IN THIS NOTICE

1.	Why should you read this Notice?	Page 1
2.	What is the Lawsuit about?.....	Page 2
3.	The proposed Settlement.....	Page 3
4.	What do I have to do in response to this Notice?	Page 6
5.	How will my rights be affected?.....	Page 7
6.	Who are the attorneys representing the Parties?	Page 9
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1. Why should you read this Notice?

You received this Notice because your employment records with Southwind Foods, LLC (“Southwind”), Staffpoint, LLC (“Staffpoint”), and/or Alliance Professional Business Solutions, Inc. (“Alliance”) (collectively, “Defendants”) indicate that you are eligible to receive a settlement payment as a “Class Member” under the proposed Settlement in the lawsuit entitled *Granciano, et al. v. Southwind Foods, LLC, et al.*, which is pending before the Superior Court of the State of California, County of Los Angeles, Case No. BC538900 (the “Lawsuit”).

Because your rights may be affected by the proposed Settlement whether you act or not, it is important that you carefully read this Notice.

The Court in this Lawsuit ordered that this Notice be mailed to all Class Members to notify you of the proposed Settlement. This Notice does not express any opinion by the Court regarding the merits of any claims or defenses asserted by any party in the Lawsuit. Instead, this Notice was sent to you to inform you that this Lawsuit is pending and of the terms of the proposed Settlement, so that you may make appropriate decisions. In the event that this Notice conflicts with the Settlement Agreement, the terms of the Settlement Agreement shall govern.

The proposed Settlement will apply to all persons who meet the definition of the following Class:

All current and former non-exempt employees employed by Southwind Foods, LLC, Staffpoint, LLC, and/or Alliance Professional Business Solutions, Inc. who worked in any of Southwind Foods, LLC's facilities located in California at any time from March 11, 2010 through May 1, 2016 (the "Class Period").

According to Defendants' employment records, you are a member of the Class ("Class Member") because you are or were employed by one or more of the Defendants as a non-exempt employee who worked in one or more of Southwind Foods, LLC's facilities located in California sometime between March 11, 2010 and May 1, 2016. Again, as a Class Member, you are eligible to receive a settlement payment under the proposed Settlement.

Plaintiffs Claudia Granciano and Ricardo Contreras ("Plaintiffs") and Defendants, together with Cross-Defendants including Cross-Defendant Ashwin Syal, have presented this Settlement to the Court for its review and approval. On **[Date of Preliminary Approval Order]**, the Court ordered that this Notice be provided to Class Members.

The Court will decide whether to provide final approval to the Settlement at a hearing currently scheduled for _____ at ____ a.m/p.m., in **Department 14 of the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, which is located at 312 North Spring Street, Los Angeles, California 90012**, before the Honorable Kenneth R. Freeman (the "Final Approval Hearing"). The Final Approval Hearing may be continued to another date. If that happens, the Settlement Administrator will post information about the new date and time on the Settlement website at **[settlement website address]**. Notice of final approval and judgment will also be posted to the Settlement website at **[settlement website address]**.

2. What is the Lawsuit about?

The Lawsuit is a putative class and representative action, meaning a lawsuit where the claims and rights of many people are decided in a single court proceeding. In this case, there are two named plaintiffs, Ms. Claudia Granciano and Mr. Ricardo Contreras ("Plaintiffs"). Plaintiff Granciano, individually and on behalf of all other similarly situated employees, filed a wage and hour class action lawsuit against Southwind Foods, LLC and Staffpoint, LLC, on March 11, 2014 in the Superior Court of California, County of Los Angeles. On May 21, 2015, Plaintiff Granciano filed a First Amended Complaint to add Alliance Professional Business Solutions, Inc. as an additional Defendant. On July 8, 2015, Plaintiff Granciano filed a Second Amended Complaint to add Mr. Contreras as an additional Plaintiff and to seek relief pursuant to the California Private Attorneys General Act of 2004 ("PAGA") (Cal. Lab. Code §§ 2698, *et seq.*).

The Lawsuit alleges that Defendants (1) failed to pay wages for all hours worked (Cal. Lab. Code § 1194), (2) failed to pay overtime compensation (Cal. Lab. Code § 510), (3) failed to provide meal periods (Cal. Lab. Code §§ 226.7 and 512), (4) failed to furnish complete and

accurate wage statements (Cal. Lab. Code § 226), (5) failed to timely pay wages upon termination or resignation (Cal. Lab. Code §§ 201 and 202), (6) violated the PAGA (Cal. Lab. Code §§ 2698, *et seq.*), and (7) violated California’s Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

As part of the Preliminary Approval process, Plaintiffs shall amend the operative Complaint to add a cause of action for unpaid wages pursuant to the Fair Labor Standards Act (“FLSA”) and file it with the Court. Defendants will stipulate for leave to file the Third Amended Complaint. In the event that the Settlement does not become final for any reason, then any Order permitting the filing of the Third Amended Complaint shall be treated by the Parties as void *ab initio* and the Second Amended Complaint will become Plaintiffs’ operative Complaint again.

Defendants deny these allegations and contend they complied with the law. Despite the Parties’ respective positions and arguments, the Parties recognize the uncertainty and risks of further litigation of the Lawsuit, which would be protracted and expensive for the Parties. Accordingly, the Parties have agreed to settle the Lawsuit, subject to Court approval, upon the terms set forth in the Amended Stipulation Regarding Class Action Settlement and Release (the “Stipulation” or “Settlement” or “Agreement” or “Settlement Agreement”). The settlement is a compromise. Defendants, by settling the Lawsuit, do not admit, concede or imply any fault, wrongdoing or liability. Defendants will object to any claim if for any reason the Court does not approve the Settlement.

3. The proposed Settlement.

In exchange for the release of claims and cross-claims against Defendants and final judgment in the Lawsuit, Defendants agreed to pay up to Seven Hundred Fifty Thousand Dollars (\$750,000) (“Gross Settlement Fund”), exclusive of Defendants’ employer-side payroll tax obligations that will be paid separately by Southwind Foods, LLC. The contributions shall be made as follows: \$623,500 by Southwind Foods, LLC, \$50,000 by Travelers Casualty and Surety Company of America on behalf of Southwind Foods, LLC, \$50,000 by Alliance Professional Business Solutions, Inc., \$25,000 by Ashwin Syal, and \$1,500 by Staffpoint, LLC.

After payment of Class Representative Service Awards to Plaintiffs, a PAGA payment to the California Labor and Workforce Development Agency (“LWDA”), Settlement Administration Costs, and Class Counsel attorneys’ fees and costs are deducted from the Gross Settlement Fund, remaining funds will be distributed to Class Members who do not submit a valid and timely Request for Exclusion from the Settlement (“Settlement Class Members”), as further explained below:

- A. **Plaintiffs’ Class Representative Service Awards.** Class Counsel will ask the Court to authorize Service Awards of up to Ten Thousand Dollars (\$10,000) each to Plaintiffs for their service as Class Representatives. Plaintiffs will also be entitled to receive Individual Settlement Payments from the Net Settlement Fund as described below.

- B. **PAGA Payment**. Ten Thousand Dollars (\$10,000) will be paid to settle claims alleged under PAGA. Of that amount, Seven Thousand Five Hundred Dollars (\$7,500), will be paid to the LWDA for its 75% share of the PAGA payment, and Two Thousand Five Hundred Dollars (\$2,500) will be distributed equally to Settlement Class Members, including Plaintiffs.
- C. **Settlement Administration Costs**. The Settlement Administrator, Simpluris, Inc., will be paid for administering the proposed Settlement, which includes such tasks such as mailing and tracking this Notice, establishing and maintaining the Settlement website, calculating Class Member settlement payments, receiving and reviewing Requests for Exclusion and Objections, mailing checks and tax forms, and reporting to the Parties and the Court. Settlement Administration Costs are capped and will not exceed Fourteen Thousand Five Hundred Dollars (\$14,500).
- D. **Class Counsel Attorneys' Fees and Costs**. You do not need to pay any portion of either Plaintiffs' or Defendants' attorneys' fees and costs. Plaintiffs will ask the Court to award 33.33% of the Gross Settlement Fund to Class Counsel for their attorneys' fees for work performed in prosecuting this class and representative action, which is Two Hundred Forty-Nine Thousand Nine Hundred Seventy-Five Dollars (\$249,975), and for a Cost Award for actual expenses and costs incurred by Class Counsel in prosecuting this action not to exceed Twenty-Six Thousand Dollars (\$26,000).
- E. **Net Settlement Fund**. The amounts described in Subparts A – D, above, will be paid from the Gross Settlement Fund, and any requested amounts not approved by the Court will revert to the Net Settlement Fund for distribution to "Settlement Class Members" who do not validly and timely request exclusion from the Settlement. Subject to Court approval, distribution to Settlement Class Members will be as follows:

Individual Settlement Payments to Settlement Class Members. The Settlement Administrator will determine the portion of the Net Settlement Fund and portion of the PAGA payment to be paid to each Settlement Class Member. Individual Settlement Payments will be calculated as follows:

By dividing the number of Compensable Work Weeks for each Class Member during the Class Period by the total number of Compensable Work Weeks for all Class Members during the Class Period ("Payment Ratio"). A work week is defined as a fixed and regularly recurring period seven consecutive 24-hour periods totaling 168 hours. Here, the term "Work Weeks" simply means the number of such work weeks in which you worked for Defendants at facilities in California during the Class Period, according to Defendants' payroll records. Each Settlement Class Member who does not validly and timely submit a Request for Exclusion will receive a Settlement Payment that includes a sum consisting of the Payment Ratio multiplied by the Net Settlement Fund, minus all applicable taxes except employer-side payroll taxes to be paid by

Southwind Foods, LLC. If any Class Member validly requests exclusion from the Settlement, the portion of the Net Settlement Fund that would have been paid to the excluded Class Members(s) will be distributed to all Settlement Class Members on an equal, *pro rata* basis as part of their Individual Settlement Payment, after deduction of applicable taxes or other required withholdings.

According to Defendants' payroll records, you worked for one or more of the Defendants as a non-exempt employee at one or more of Southwind Foods, LLC's facilities in California sometime between March 11, 2010 and May 1, 2016. The number of your Work Weeks during the Class Period is _____.

If you dispute the information provided regarding the number of Compensable Work Weeks you worked for Defendants in California during the Class Period, then you must notify the Settlement Administrator and specify that you are challenging the number of Compensable Work Weeks and provide supporting documentation and/or an explanation to show contrary employment dates. The Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

Your estimated Individual Settlement Payment, if you decide to participate in the Settlement, and do not submit a valid and timely Request for Exclusion, is \$ _____, less all applicable taxes. This estimated amount may increase or decrease depending on the Court's Orders and the number of Class Members who timely submit valid Requests for Exclusion from the Settlement.

Individual Settlement Payments will be allocated as follows: forty percent (40%) as penalties; forty percent (40%) as interest; and twenty percent (20%) as wages. Each Class Member should seek his or her own personal tax advice prior to acting in response to this Notice.

The check for your Individual Settlement Payment will be mailed by U.S. Mail to your last known mailing address within thirty (30) days after the Effective Date of the Settlement and will remain valid and negotiable for 180 days from the date of issuance. After that time, any unclaimed check will be sent to the California Department of Industrial Relations Unclaimed Wages Fund for your benefit.

4. What do I have to do in response to this Notice?

You do not need to submit a claim form or do anything else to participate in this Settlement and receive your share of the Net Settlement Fund. You also have a right to request to be excluded from the Settlement completely, and the right to object to the Settlement. The option you choose affects whether you receive an Individual Settlement Payment and whether you give up certain rights. The option you choose will in no way affect your employment with Defendants.

Your options are listed below:

- A. **Participate in the Settlement.** To participate in this Settlement and receive your Individual Settlement Payment, you do not need to do anything at this time.
- B. **Participate in the Settlement But Dispute Individual Settlement Payment Information.** If you dispute the information provided in Section 3, above, which will be used to calculate your Individual Settlement Payment, then you must notify the Settlement Administrator and specify that you are challenging the number of Compensable Work Weeks and provide supporting documentation and/or an explanation to show contrary employment dates. Please retain proof of mailing, fax or email correspondence with the Settlement Administrator, or call the Settlement Administrator to make sure your dispute was received.
- C. **Exclude yourself from the Settlement.** To exclude yourself from participating in the Settlement, you must sign and return a written Request for Exclusion to the Settlement Administrator either (1) by First Class or certified U.S. Mail postmarked no later than **[Response Deadline]**, or (2) by facsimile to **[Fax number]** no later than **[Response Deadline]**, or (3) submit a Request for Exclusion by email, **[settlement email address]**, no later than **[Response Deadline]**. To be valid, a Request for Exclusion must: (1) contain the complete name, address, telephone number, and last four digits of the Social Security number of the Class Member requesting exclusion; (2) be signed and dated by the Class Member requesting exclusion; and (3) be postmarked, faxed or email stamped by the **[Response Deadline]** and returned to the Settlement Administrator at the specified address, fax telephone number or email address.

If you timely and validly request to be excluded from the Settlement, you will not receive an Individual Settlement Payment under the Settlement, you will not be bound by the Settlement, and you will not have any right to object to or appeal the Settlement.

Unless a Class Member timely requests to be excluded from the Settlement, the Class Member will be bound by the judgment upon final approval of the Settlement, including the releases described in this Notice.

- D. **Object to the Settlement.** You can ask the Court to deny final approval of the Settlement by filing an objection. You cannot ask the Court to order a larger Settlement or to change the terms of the Settlement. The Court can only approve or deny the proposed Settlement. If the Court denies final approval of the Settlement, no Individual Settlement Payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

If you wish to object to the proposed Settlement (or any portion of it), you must mail, fax or email a written statement of objection (“Notice of Objection”) to the Settlement Administrator by the **[Response Deadline]**.

To be valid, a Notice of Objection must be submitted to the Settlement Administrator on or before **[Response Deadline]**, must be signed by the Class Member, and must contain: (1) the full name, address, and telephone number of the Class Member objecting to the Settlement; (2) the dates of employment of the Class Member; (3) the job title(s) and job location(s) of the Class Member; (4) the last four digits of the Class Member’s Social Security number; (5) the basis for the objection; and (6) whether the Settlement Class Member intends to appear at the Final Approval Hearing, and provide any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court. The date of the postmark on the return envelope, or fax date or email date shall be deemed the exclusive means for determining whether a Notice of Objection was timely submitted. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any written objections to the Settlement.

You do not need to appear at the Final Approval Hearing in order to have your objection considered. The Final Approval Hearing is currently scheduled for _____ at ____ a.m/p.m., in **Department 14 of the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, which is located at 312 North Spring Street, Los Angeles, California 90012**, before the Honorable Kenneth R. Freeman. You may appear at the Final Approval Hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

You may both object to the Settlement and participate in it. Filing an objection will not exclude you from the Settlement. If you wish to be excluded from the Settlement, then you must follow the procedure above in Section C.

5. How will my rights be affected?

If the proposed Settlement is approved by the Court, Plaintiffs and every member of the Class who does not submit a valid and timely Request for Exclusion to the Settlement Administrator

under the procedures set forth above will release Defendants¹ from the “Released Claims” as described in the Settlement Agreement, which include any and all claims asserted in the Action against the Released Parties, or that could have been asserted against the Released Parties based upon the facts alleged in the Third Amended Complaint filed with the Court, by Plaintiffs or any Settlement Class Member, under the California Labor Code, California Wage Orders, California Unfair Competition Law, PAGA, and FLSA, from March 11, 2010 through May 1, 2016.

The Released Claims include, but are not limited to, claims for: (1) Failure to Pay Wages for All Hours Worked (Cal. Lab. Code § 1194) due to Defendants’ alleged time-rounding policies resulting in alleged underpayment of wages for regular and/or overtime hours worked by Plaintiff Granciano and Class Members; (2) Failure to Pay Overtime Compensation (Cal. Lab. Code § 510) due to Defendants’ alleged rounding policies applicable to Plaintiff Granciano and Class Members and auto-deductions of 30 minutes of total time worked and alleged attributions of that time to meal periods without pay; (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512) for Defendants’ alleged failure to provide timely requisite meal periods of not less than 30 minutes to Plaintiff Granciano and Class Members who worked over five hours per shift and who worked over ten hours per shift, or to pay premium payments in lieu thereof; (4) Failure to Timely Pay Wages Upon Termination or Resignation (Cal. Lab. Code §§ 201 and 202) to Plaintiff Granciano and Class Members; (5) Failure to Furnish Accurate Wage Statements (Cal. Lab. Code § 226(a)) to Plaintiffs and Class Members (from March 11, 2013 through May 1, 2016); (6) Unlawful, Deceptive, and/or Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) for the alleged violations set forth herein; and (7) PAGA (Cal. Lab. Code §§ 2698, *et seq.*) for the alleged violations set forth herein.

The Released Claims also include all claims for interest and/or penalties of any kind or nature arising out of or relating to the Released Claims and further extends to and includes claims for damages, civil penalties, restitution, injunctive relief, declaratory relief, and any other form of relief or remedy.

The Released Claims also include all claims Plaintiffs and Settlement Class Members may have against the Released Parties relating to (i) the payment and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Agreement, and (ii) the payment of the Class Representative Service Awards pursuant to this Agreement. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiffs and all Settlement Class Members regarding all of the Released Claims.

FLSA Release: Additionally, any Settlement Class Member who timely cashes his or her Individual Settlement Payment check, including either of the Plaintiffs, will thereby be deemed to have opted into the action for purposes of the FLSA claim asserted in the Third Amended Complaint under 29 U.S.C. §§ 201, *et seq.*, and waived and released any claims

¹ The term “Defendants” include each and all of the Defendants that are Parties to the Settlement Agreement and their respective past and present parents, subsidiaries, affiliated companies and corporations, and each and all of their respective past and present directors, officers, and owners.

such Settlement Class Members may have under the FLSA only as related to the Released Claims.

Released Claims and FLSA Release Do Not Include Civil Code Section 1542 General Release for Settlement Class Members: For the sake of clarity, the Parties agree that the Released Claims, including the FLSA Release, consist of only those claims that meet the definition of Released Claims. **In other words, the releases contemplated by Settlement Class Members are not considered blanket waivers of California Civil Code section 1542 for all claims, potential or actual, known or unknown, for violations of California’s Labor Code, Wage Orders or FLSA by current and former employees of Defendants.**

As of the Effective Date, the Settlement Class Members, including Plaintiffs, on behalf of themselves and their respective heirs, successors, assigns, and estates, release the Released Parties from the Released Claims during the Class Period. Plaintiffs and Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties for the Released Claims.

6. Who are the attorneys representing the Parties?

Attorneys for Plaintiffs and the Class Members:

Raymond P. Boucher, Esq.
Shehnaz M. Bhujwala, Esq.
Neil M. Larsen, Esq.
BOUCHER LLP
21600 Oxnard Street, Suite 600
Woodland Hills, CA 91367
Tel: 818-340-5400; Fax: 818-340-5401

and

Sahag Majarian II, Esq.
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
Tarzana, CA 91356-4229
Tel: 818-609-0807; Fax: 818-609-0892

Class Counsel

Attorneys for Defendant Southwind Foods, LLC:

John L. Barber, Esq.
Alison M. Miceli, Esq.
LEWIS BRISBOIS BISGAARD & SMITH LLP
701 B Street, Suite 1900
San Diego, California 92101

Attorney for Defendant and Cross-Defendant Staffpoint, LLC:

Rob D. Cucher, Esq.
LAW OFFICES OF ROB CUCHER
315 South Beverly Drive, Suite 310
Beverly Hills, California 90212

Attorney for Defendant and Cross-Defendant Alliance Professional Business Solutions, Inc.:

Lawrence Hoodack, Esq.
LAW OFFICES OF LAWRENCE HOODACK
P.O. Box 28514
Anaheim, California 92809

Attorney for Cross-Defendant Ashwin Syal:

Carl John Pentis, Esq.

CARL JOHN PENTIS, ATTORNEY AT LAW
500 N State College Blvd, Suite 1200
Orange, California 92868

7. How do I obtain additional information?

This Notice only summarizes the Lawsuit, the Settlement, and related matters. For more information, you may inspect the relevant Court files on the Settlement website at [*settlement website address*]. You may also contact the Settlement Administrator and ask about this Settlement:

SOUTHWIND FOODS, LLC Settlement Administrator
c/o Simpluris, Inc.
[ADDRESS]
[Settlement Website Address]
[Toll-Free Number]

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS
SETTLEMENT. PLEASE DO NOT CONTACT DEFENDANTS' CORPORATE
OFFICES, MANAGERS OR ATTORNEYS FOR INFORMATION ABOUT THIS
SETTLEMENT.**

Dated: _____

EXHIBIT “3”

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Claudia Granciano, et al. v. Southwind Foods, LLC, et al.
Superior Court of the State of California, County of Los Angeles
Case No. BC538900

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. **PLEASE READ THIS NOTICE CAREFULLY.**

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected whether you act or not.*

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

WHAT IS IN THIS NOTICE

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1. Why should you read this Notice?

You received this Notice because your employment records with Southwind Foods, LLC (“Southwind”), Staffpoint, LLC (“Staffpoint”), and/or Alliance Professional Business Solutions, Inc. (“Alliance”) (collectively, “Defendants”) indicate that you are eligible to receive a settlement payment as a “Class Member” under the proposed Settlement in the lawsuit entitled *Granciano, et al. v. Southwind Foods, LLC, et al.*, which is pending before the Superior Court of the State of California, County of Los Angeles, Case No. BC538900 (the “Lawsuit”).

Because your rights may be affected by the proposed Settlement whether you act or not, it is important that you carefully read this Notice.

The Court in this Lawsuit ordered that this Notice be mailed to all Class Members to notify you of the proposed Settlement. This Notice does not express any opinion by the Court regarding the merits of any claims or defenses asserted by any party in the Lawsuit. Instead, this Notice was sent to you to inform you that this Lawsuit is pending and of the terms of the proposed Settlement, so that you may make appropriate decisions. In the event that this Notice conflicts with the Settlement Agreement, the terms of the Settlement Agreement shall govern.

The proposed Settlement will apply to all persons who meet the definition of the following Class:

All current and former non-exempt employees employed by Southwind Foods, LLC, Staffpoint, LLC, and/or Alliance Professional Business Solutions, Inc. who worked in any of Southwind Foods, LLC’s facilities located in California at any time from March 11, 2010 through May 1, 2016 (the “Class Period”).

According to Defendants’ employment records, you are a member of the Class (“Class Member”) because you are or were employed by one or more of the Defendants as a non-exempt employee who worked in one or more of Southwind Foods, LLC’s facilities located in California sometime between March 11, 2010 and May 1, 2016. Again, as a Class Member, you are eligible to receive a settlement payment under the proposed Settlement.

Plaintiffs Claudia Granciano and Ricardo Contreras (“Plaintiffs”) and Defendants, together with Cross-Defendants including Cross-Defendant Ashwin Syal, have presented this Settlement to the Court for its review and approval. On **July 2, 2018**, the Court ordered that this Notice be provided to Class Members.

The Court will decide whether to provide final approval to the Settlement at a hearing currently scheduled for **November 27, 2018 at 10:00 a.m., in Department 14 of the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, which is located at 312 North Spring Street, Los Angeles, California 90012**, before the Honorable Kenneth R. Freeman (the “Final Approval Hearing”). The Final Approval Hearing may be continued to another date. If that happens, the

Settlement Administrator will post information about the new date and time on the Settlement website at www.SFSettlement2018.com. Notice of final approval and judgment will also be posted to the Settlement website at www.SFSettlement2018.com.

2. What is the Lawsuit about?

The Lawsuit is a putative class and representative action, meaning a lawsuit where the claims and rights of many people are decided in a single court proceeding. In this case, there are two named plaintiffs, Ms. Claudia Granciano and Mr. Ricardo Contreras (“Plaintiffs”). Plaintiff Granciano, individually and on behalf of all other similarly situated employees, filed a wage and hour class action lawsuit against Southwind Foods, LLC and Staffpoint, LLC, on March 11, 2014 in the Superior Court of California, County of Los Angeles. On May 21, 2015, Plaintiff Granciano filed a First Amended Complaint to add Alliance Professional Business Solutions, Inc. as an additional Defendant. On July 8, 2015, Plaintiff Granciano filed a Second Amended Complaint to add Mr. Contreras as an additional Plaintiff and to seek relief pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) (Cal. Lab. Code §§ 2698, *et seq.*).

The Lawsuit alleges that Defendants (1) failed to pay wages for all hours worked (Cal. Lab. Code § 1194), (2) failed to pay overtime compensation (Cal. Lab. Code § 510), (3) failed to provide meal periods (Cal. Lab. Code §§ 226.7 and 512), (4) failed to furnish complete and accurate wage statements (Cal. Lab. Code § 226), (5) failed to timely pay wages upon termination or resignation (Cal. Lab. Code §§ 201 and 202), (6) violated the PAGA (Cal. Lab. Code §§ 2698, *et seq.*), and (7) violated California’s Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

As part of the Preliminary Approval process, Plaintiffs shall amend the operative Complaint to add a cause of action for unpaid wages pursuant to the Fair Labor Standards Act (“FLSA”) and file it with the Court. Defendants will stipulate for leave to file the Third Amended Complaint. In the event that the Settlement does not become final for any reason, then any Order permitting the filing of the Third Amended Complaint shall be treated by the Parties as void *ab initio* and the Second Amended Complaint will become Plaintiffs’ operative Complaint again.

Defendants deny these allegations and contend they complied with the law. Despite the Parties’ respective positions and arguments, the Parties recognize the uncertainty and risks of further litigation of the Lawsuit, which would be protracted and expensive for the Parties. Accordingly, the Parties have agreed to settle the Lawsuit, subject to Court approval, upon the terms set forth in the Amended Stipulation Regarding Class Action Settlement and Release (the “Stipulation” or “Settlement” or “Agreement” or “Settlement Agreement”). The settlement is a compromise. Defendants, by settling the Lawsuit, do not admit, concede or imply any fault, wrongdoing or liability. Defendants will object to any claim if for any reason the Court does not approve the Settlement.

3. The proposed Settlement.

In exchange for the release of claims and cross-claims against Defendants and final judgment in the Lawsuit, Defendants agreed to pay up to Seven Hundred Fifty Thousand Dollars (\$750,000) (“Gross Settlement Fund”), exclusive of Defendants’ employer-side payroll tax obligations that will be paid separately by Southwind Foods, LLC. The contributions shall be made as follows: \$623,500 by Southwind Foods, LLC, \$50,000 by Travelers Casualty and Surety Company of America on behalf of Southwind Foods, LLC, \$50,000 by Alliance Professional Business Solutions, Inc., \$25,000 by Ashwin Syal, and \$1,500 by Staffpoint, LLC.

After payment of Class Representative Service Awards to Plaintiffs, a PAGA payment to the California Labor and Workforce Development Agency (“LWDA”), Settlement Administration Costs, and Class Counsel attorneys’ fees and costs are deducted from the Gross Settlement Fund, remaining funds will be distributed to Class Members who do not submit a valid and timely Request for Exclusion from the Settlement (“Settlement Class Members”), as further explained below:

- A. **Plaintiffs’ Class Representative Service Awards.** Class Counsel will ask the Court to authorize Service Awards of up to Ten Thousand Dollars (\$10,000) each to Plaintiffs for their service as Class Representatives. Plaintiffs will also be entitled to receive Individual Settlement Payments from the Net Settlement Fund as described below.
- B. **PAGA Payment.** Ten Thousand Dollars (\$10,000) will be paid to settle claims alleged under PAGA. Of that amount, Seven Thousand Five Hundred Dollars (\$7,500), will be paid to the LWDA for its 75% share of the PAGA payment, and Two Thousand Five Hundred Dollars (\$2,500) will be distributed equally to Settlement Class Members, including Plaintiffs.
- C. **Settlement Administration Costs.** The Settlement Administrator, Simpluris, Inc., will be paid for administering the proposed Settlement, which includes such tasks such as mailing and tracking this Notice, establishing and maintaining the Settlement website, calculating Class Member settlement payments, receiving and reviewing Requests for Exclusion and Objections, mailing checks and tax forms, and reporting to the Parties and the Court. Settlement Administration Costs are capped and will not exceed Fourteen Thousand Five Hundred Dollars (\$14,500).

- D. **Class Counsel Attorneys' Fees and Costs.** You do not need to pay any portion of either Plaintiffs' or Defendants' attorneys' fees and costs. Plaintiffs will ask the Court to award 33.33% of the Gross Settlement Fund to Class Counsel for their attorneys' fees for work performed in prosecuting this class and representative action, which is Two Hundred Forty-Nine Thousand Nine Hundred Seventy-Five Dollars (\$249,975), and for a Cost Award for actual expenses and costs incurred by Class Counsel in prosecuting this action not to exceed Twenty-Six Thousand Dollars (\$26,000).
- E. **Net Settlement Fund.** The amounts described in Subparts A – D, above, will be paid from the Gross Settlement Fund, and any requested amounts not approved by the Court will revert to the Net Settlement Fund for distribution to "Settlement Class Members" who do not validly and timely request exclusion from the Settlement. Subject to Court approval, distribution to Settlement Class Members will be as follows:

Individual Settlement Payments to Settlement Class Members. The Settlement Administrator will determine the portion of the Net Settlement Fund and portion of the PAGA payment to be paid to each Settlement Class Member. Individual Settlement Payments will be calculated as follows:

By dividing the number of Compensable Work Weeks for each Class Member during the Class Period by the total number of Compensable Work Weeks for all Class Members during the Class Period ("Payment Ratio"). A work week is defined as a fixed and regularly recurring period seven consecutive 24-hour periods totaling 168 hours. Here, the term "Work Weeks" simply means the number of such work weeks in which you worked for Defendants at facilities in California during the Class Period, according to Defendants' payroll records. Each Settlement Class Member who does not validly and timely submit a Request for Exclusion will receive a Settlement Payment that includes a sum consisting of the Payment Ratio multiplied by the Net Settlement Fund, minus all applicable taxes except employer-side payroll taxes to be paid by Southwind Foods, LLC. If any Class Member validly requests exclusion from the Settlement, the portion of the Net Settlement Fund that would have been paid to the excluded Class Members(s) will be distributed to all Settlement Class Members on an equal, *pro rata* basis as part of their Individual Settlement Payment, after deduction of applicable taxes or other required withholdings.

According to Defendants' payroll records, you worked for one or more of the Defendants as a non-exempt employee at one or more of Southwind Foods, LLC's facilities in California sometime between March 11, 2010 and May 1, 2016. The number of your Work Weeks during the Class Period is «MERGED WW».

If you dispute the information provided regarding the number of Compensable Work Weeks you worked for Defendants in California during the Class Period, then you must notify the Settlement Administrator and specify that you are challenging the number of Compensable Work Weeks and provide supporting documentation and/or an explanation to show contrary employment dates. The Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

Your estimated Individual Settlement Payment, if you decide to participate in the Settlement, and do not submit a valid and timely Request for Exclusion, is \$«MERGED EstSettAmnt_CALC», less all applicable taxes. This estimated amount may increase or decrease depending on the Court's Orders and the number of Class Members who timely submit valid Requests for Exclusion from the Settlement.

Individual Settlement Payments will be allocated as follows: forty percent (40%) as penalties; forty percent (40%) as interest; and twenty percent (20%) as wages. Each Class Member should seek his or her own personal tax advice prior to acting in response to this Notice.

The check for your Individual Settlement Payment will be mailed by U.S. Mail to your last known mailing address within thirty (30) days after the Effective Date of the Settlement and will remain valid and negotiable for 180 days from the date of issuance. After that time, any unclaimed check will be sent to the California Department of Industrial Relations Unclaimed Wages Fund for your benefit.

4. What do I have to do in response to this Notice?

You do not need to submit a claim form or do anything else to participate in this Settlement and receive your share of the Net Settlement Fund. You also have a right to request to be excluded from the Settlement completely, and the right to object to the Settlement. The option you choose affects whether you receive an Individual Settlement Payment and whether you give up certain rights. The option you choose will in no way affect your employment with Defendants.

Your options are listed below:

- A. **Participate in the Settlement.** To participate in this Settlement and receive your Individual Settlement Payment, you do not need to do anything at this time.
- B. **Participate in the Settlement But Dispute Individual Settlement Payment Information.** If you dispute the information provided in Section 3, above, which will be used to calculate your Individual Settlement Payment, then you must notify the Settlement Administrator and specify that you are challenging the number of Compensable Work Weeks and provide supporting documentation and/or an explanation to show contrary employment dates. Please retain proof of mailing, fax or email correspondence with the Settlement Administrator, or call the Settlement Administrator to make sure your dispute was received.
- C. **Exclude yourself from the Settlement.** To exclude yourself from participating in the Settlement, you must sign and return a written Request for Exclusion to the Settlement Administrator either (1) by First Class or certified U.S. Mail postmarked no later than **September 29, 2018**, at the address in section 7 below or (2) by fax to **(714) 824-8591** no later than **September 29, 2018**, or (3) submit a Request for Exclusion by email, **SFSettlement@simpluris.com**, no later than **September 29, 2018**. To be valid, a Request for Exclusion must: (1) contain the complete name, address, telephone number, and last four digits of the Social Security number of the Class Member requesting exclusion; (2) be signed and dated by the Class Member requesting exclusion; (3) state, in substance, the following: “I have read the Class Notice and I wish to opt out of the class action and settlement of the case: *Granciano, et al. v. Southwind Foods, LLC, et al*; and (4) be postmarked, faxed or email stamped by the **September 29, 2018** and returned to the Settlement Administrator at the specified address, fax telephone number or email address.

If you timely and validly request to be excluded from the Settlement, you will not receive an Individual Settlement Payment under the Settlement, you will not be bound by the Settlement, and you will not have any right to object to or appeal the Settlement.

Unless a Class Member timely requests to be excluded from the Settlement, the Class Member will be bound by the judgment upon final approval of the Settlement, including the releases described in this Notice.

- D. **Object to the Settlement.** You can ask the Court to deny final approval of the Settlement by filing an objection. You cannot ask the Court to order a larger Settlement or to change the terms of the Settlement. The Court can only approve or deny the proposed Settlement. If the Court denies final approval of the Settlement, no Individual Settlement Payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

If you wish to object to the proposed Settlement (or any portion of it), you must mail, fax or email a written statement of objection (“Notice of Objection”) to the Settlement Administrator by **September 29, 2018**, at the address in section 7 below.

To be valid, a Notice of Objection must be submitted to the Settlement Administrator on or before **September 29, 2018**, must be signed by the Class Member, and must contain: (1) the full name, address, and telephone number of the Class Member objecting to the Settlement; (2) the dates of employment of the Class Member; (3) the job title(s) and job location(s) of the Class Member; (4) the last four digits of the Class Member’s Social Security number; (5) the basis for the objection; and (6) whether the Settlement Class Member intends to appear at the Final Approval Hearing, and provide any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court. The date of the postmark on the return envelope, or fax date or email date shall be deemed the exclusive means for determining whether a Notice of Objection was timely submitted. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any written objections to the Settlement.

You do not need to appear at the Final Approval Hearing in order to have your objection considered. The Final Approval Hearing is currently scheduled for November 27, 2018 at 10:00 a.m., in **Department 14 of the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, which is located at 312 North Spring Street, Los Angeles, California 90012**, before the Honorable Kenneth R. Freeman. You may appear at the Final Approval Hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

You may both object to the Settlement and participate in it. Filing an objection will not exclude you from the Settlement. If you wish to be excluded from the Settlement, then you must follow the procedure above in Section C.

5. How will my rights be affected?

If the proposed Settlement is approved by the Court, Plaintiffs and every member of the Class who does not submit a valid and timely Request for Exclusion to the Settlement Administrator under the procedures set forth above will release Defendants¹ from the “Released Claims” as described in the Settlement Agreement, which include any and all claims asserted in the Action against the Released Parties, or that could have been asserted against the Released Parties based upon the facts alleged in the Third Amended Complaint filed with the Court, by Plaintiffs or any Settlement Class Member, under the California Labor Code, California Wage Orders, California Unfair Competition Law, PAGA, and FLSA, from March 11, 2010 through May 1, 2016.

The Released Claims include, but are not limited to, claims for: (1) Failure to Pay Wages for All Hours Worked (Cal. Lab. Code § 1194) due to Defendants’ alleged time-rounding policies resulting in alleged underpayment of wages for regular and/or overtime hours worked by Plaintiff Granciano and Class Members; (2) Failure to Pay Overtime Compensation (Cal. Lab. Code § 510) due to Defendants’ alleged rounding policies applicable to Plaintiff Granciano and Class Members and auto-deductions of 30 minutes of total time worked and alleged attributions of that time to meal periods without pay; (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512) for Defendants’ alleged failure to provide timely requisite meal periods of not less than 30 minutes to Plaintiff Granciano and Class Members who worked over five hours per shift and who worked over ten hours per shift, or to pay premium payments in lieu thereof; (4) Failure to Timely Pay Wages Upon Termination or Resignation (Cal. Lab. Code §§ 201 and 202) to Plaintiff Granciano and Class Members; (5) Failure to Furnish Accurate Wage Statements (Cal. Lab. Code § 226(a)) to Plaintiffs and Class Members (from March 11, 2013 through May 1, 2016); (6) Unlawful, Deceptive, and/or Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) for the alleged violations set forth herein; and (7) PAGA (Cal. Lab. Code §§ 2698, *et seq.*) for the alleged violations set forth herein.

The Released Claims also include all claims for interest and/or penalties of any kind or nature arising out of or relating to the Released Claims and further extends to and includes claims for damages, civil penalties, restitution, injunctive relief, declaratory relief, and any other form of relief or remedy.

The Released Claims also include all claims Plaintiffs and Settlement Class Members may have against the Released Parties relating to (i) the payment and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Agreement, and (ii) the payment of the Class Representative Service Awards pursuant to this Agreement. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiffs and all Settlement Class Members regarding all of the Released Claims.

FLSA Release: Additionally, any Settlement Class Member who timely cashes his or her Individual Settlement Payment check, including either of the Plaintiffs, will thereby be deemed to have opted into the action for purposes of the FLSA claim asserted in the Third Amended Complaint under 29 U.S.C. §§ 201, *et seq.*, and waived and released any claims such Settlement Class Members may have under the FLSA only as related to the Released Claims.

Released Claims and FLSA Release Do Not Include Civil Code Section 1542 General Release for Settlement Class Members: For the sake of clarity, the Parties agree that the Released Claims, including the FLSA Release, consist of only those claims that meet the definition of Released Claims. **In other words, the releases contemplated by Settlement Class Members are not considered blanket waivers of California Civil Code section 1542 for all claims, potential or actual, known or unknown, for violations of California’s Labor Code, Wage Orders or FLSA by current and former employees of Defendants.**

As of the Effective Date, the Settlement Class Members, including Plaintiffs, on behalf of themselves and their respective heirs, successors, assigns, and estates, release the Released Parties from the Released Claims during the Class Period. Plaintiffs and Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties for the Released Claims.

6. Who are the attorneys representing the Parties?

Attorneys for Plaintiffs and the Class Members:

Raymond P. Boucher, Esq.
Shehnaz M. Bhujwala, Esq.
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Woodland Hills, CA 91367

Attorneys for Defendant Southwind Foods, LLC:

John L. Barber, Esq.
Alison M. Miceli, Esq.
LEWIS BRISBOIS BISGAARD & SMITH LLP
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San Diego, California 92101

¹ The term “Defendants” include each and all of the Defendants that are Parties to the Settlement Agreement and their respective past and present parents, subsidiaries, affiliated companies and corporations, and each and all of their respective past and present directors, officers, and owners.

Tel: 818-340-5400; Fax: 818-340-5401

Sahag Majarian II, Esq.
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
Tarzana, CA 91356-4229
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Class Counsel

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LAW OFFICES OF ROB CUCHER
315 South Beverly Drive, Suite 310
Beverly Hills, California 90212

Attorney for Defendant and Cross-Defendant
Alliance Professional Business Solutions, Inc.:
Lawrence Hoodack, Esq.
LAW OFFICES OF LAWRENCE HOODACK
P.O. Box 28514
Anaheim, California 92809

Attorney for Cross-Defendant Ashwin Syal:
Carl John Pentis, Esq.
CARL JOHN PENTIS, ATTORNEY AT LAW
500 N State College Blvd, Suite 1200
Orange, California 92868

7. How do I obtain additional information?

This Notice only summarizes the Lawsuit, the Settlement, and related matters. For more information, you may inspect the relevant Court files on the Settlement website at www.SFSettlement2018.com. You may also contact the Settlement Administrator and ask about this Settlement:

Granciano, et al. v. Southwind Foods, LLC, et al.

P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 226-9511
Fax: (714) 824-8591
www.SFSettlement2018.com

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT. PLEASE DO NOT CONTACT DEFENDANTS' CORPORATE OFFICES, MANAGERS OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT.

Dated: July 31, 2018

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE PROPUESTO

Claudia Granciano, et al. v. Southwind Foods, LLC, et al.
Corte Superior del Estado de California, Condado de Los Ángeles
Caso No. BC538900

LA PRESENTE NOTIFICACIÓN PUEDE AFECTAR SUS DERECHOS LEGALES. POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN.

Una corte autorizó esta Notificación. No es una solicitud.
Tampoco es una demanda en su contra, y usted no está siendo demandado.
Sin embargo, sus derechos legales se ven afectados ya sea que usted actúe o no.

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

QUÉ INCLUYE ESTA NOTIFICACIÓN

- | | | |
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1. ¿Por qué debería leer esta notificación?

Usted recibió esta Notificación porque sus registros laborales en Southwind Foods, LLC ("Southwind"), Staffpoint, LLC ("Staffpoint") y/o Alliance Professional Business Solutions, Inc. ("Alliance") (conjuntamente, "Demandados") indican que usted es elegible para recibir un pago del acuerdo como "Miembro de la Clase" en virtud del Acuerdo propuesto en el juicio titulado *Granciano, et al. v. Southwind Foods, LLC, et al.*, que actualmente tramita ante la Corte Superior del Estado de California, Condado de Los Ángeles, Caso No. BC538900 (el "Juicio").

Es importante que lea con atención esta Notificación, dado que sus derechos pueden verse afectados por el Acuerdo propuesto, ya sea que usted actúe o no.

La Corte en este Juicio ordenó que les envíe por correo esta Notificación a todos los Miembros de la Clase para notificarlos sobre el Acuerdo propuesto. Esta Notificación no expresa ninguna opinión por parte de la Corte con respecto a la verosimilitud de los derechos o las defensas planteados por cualquiera de las partes en el Juicio. En su lugar, se le envió esta Notificación para informarlo sobre la tramitación de este Juicio y los términos del Acuerdo propuesto, de manera que pueda tomar las decisiones pertinentes. En caso de que esta Notificación entre en conflicto con el Acuerdo, los términos del Acuerdo prevalecerán.

El Acuerdo propuesto será aplicable a todas las personas que estén abarcadas por la siguiente definición de la Clase:

Todos los empleados y los exempleados no exentos de Southwind Foods, LLC, Staffpoint, LLC o Alliance Professional Business Solutions, Inc. que hayan trabajado en cualquiera de las instalaciones de Southwind Foods, LLC ubicadas en California en algún momento entre el 11 de marzo del 2010 y el 1 de mayo del 2016, inclusive (el "Período de la Clase").

De acuerdo con los registros laborales de los Demandados, usted es miembro de la Clase ("Miembro de la Clase") porque trabaja o trabajó para uno o más de los Demandados como empleado no exento en una o más de las instalaciones de Southwind Foods, LLC ubicadas en California, en algún momento entre el 11 de marzo del 2010 y el 1 de mayo del 2016. Como Miembro de la Clase, usted es elegible para recibir un pago del acuerdo en virtud del Acuerdo propuesto.

Los Demandantes Claudia Granciano y Ricardo Contreras ("Demandantes") y los Demandados, junto con los Contrademandados, incluido el Contrademandado Ashwin Syal, presentaron este Acuerdo a la Corte para su revisión y homologación. El **2 de julio del 2018**, la Corte ordenó que se les envíe esta Notificación a todos los Miembros de la Clase.

La Corte decidirá si otorgará la homologación definitiva del Acuerdo en una audiencia programada actualmente para el **27 de noviembre del 2018 a las 10:00 a. m.**, en el **Departamento 14 de la Corte Superior del Estado de California, Condado de Los Ángeles, Spring Street Courthouse, que se encuentra en 312 North Spring Street, Los Ángeles, California 90012**, ante Su

Sría. Kenneth R. Freeman (la "Audiencia de Homologación Definitiva"). La Audiencia de Homologación Definitiva podrá ser continuada en otra fecha. Si eso sucede, el Administrador del Acuerdo publicará información sobre la nueva fecha y hora en el sitio web del Acuerdo en www.SFSettlement2018.com. La Notificación de Homologación Definitiva y la sentencia también serán publicadas en el sitio web del Acuerdo, en www.SFSettlement2018.com.

2. ¿De qué se trata el Juicio?

El Juicio es una acción de representación y de clase putativa, es decir, un juicio donde los reclamos y los derechos de muchas personas se deciden en un único proceso judicial. En este caso, hay dos demandantes principales, la Srita. Claudia Granciano y el Sr. Ricardo Contreras ("Demandantes"). La Demandante Granciano, en forma individual y en nombre de todos los otros empleados que se encuentren en una situación similar, inició un juicio de acción de clase por salarios y horas contra Southwind Foods, LLC y Staffpoint, LLC, el 11 de marzo del 2014 ante la Corte Superior de California, Condado de Los Ángeles. El 21 de mayo del 2015, el Demandante Granciano presentó una Primera Demanda Modificada para agregar a Alliance Professional Business Solutions, Inc. como Demandado adicional. El 8 de julio del 2015, el Demandante Granciano presentó una Segunda Demanda Modificada para agregar al Sr. Contreras como Demandante adicional y para solicitar una reparación conforme a la Ley de Procuraduría General Privada de 2004 ("PAGA") (Código Laboral de California, Art. 2698 *et seq.*).

En el juicio, se alega que los Demandados (1) no pagaron los salarios por todas las horas trabajadas (Código Laboral de California, Art. 1194); (2) no pagaron los salarios por horas extra (Código Laboral de California, Art. 510); (3) no brindaron períodos de comida (Código Laboral de California, Art. 226.7 y 512); (4) no proporcionaron talones de cheque completos y precisos (Código Laboral de California, Art. 226); (5) no pagaron en forma oportuna los salarios debidos al momento del despido o la renuncia (Código Laboral de Art. 201 y 202); (6) violaron la PAGA (Código Laboral de California, Art. 2698 *et seq.*); y (7) violó la Ley de Competencia Desleal de California (Código de Negocios y Profesiones de California, Art. 17200 *et seq.*).

Como parte del proceso de homologación preliminar, los Demandantes deberán modificar la Demanda operativa para agregar una causa de acción por salarios no pagados de conformidad con la Ley de Estándares De Trabajo Justos ("FLSA") y presentarla ante la Corte. Los Demandados estipularán la licencia para presentar la Tercera Demanda Modificada. En el caso de que el Acuerdo no se vuelva definitivo por algún motivo, cualquier Orden que permita la presentación de la Tercera Demanda Modificada será tratada por las Partes como nula *ab initio* y la Segunda Demanda Modificada se convertirá nuevamente en la Demanda operativa de los Demandantes.

Los Demandados niegan todas las acusaciones y sostienen que han cumplido con la ley. A pesar de las respectivas posiciones y argumentos de las Partes, las Partes reconocen los riesgos de continuar con el litigio del Juicio, lo cual sería extenso y costoso para todas las Partes. En consecuencia, las Partes han acordado resolver el Juicio, sujeto a la homologación de la Corte, en los términos establecidos en la Estipulación Modificada sobre el Acuerdo de Acción de Clase y Exoneración (la "Estipulación" o el "Acuerdo"). El acuerdo es un convenio. Los Demandados, al resolver el Juicio mediante un acuerdo, no admiten, reconocen ni insinúan ninguna falta, acto ilícito o responsabilidad. Los Demandados se opondrán a cualquier reclamo si por algún motivo la Corte no homologa el Acuerdo.

3. El acuerdo propuesto.

A cambio de la exoneración de los reclamos y los contrareclamos en contra de los Demandados y la sentencia definitiva del Juicio, los Demandados aceptaron pagar setecientos cincuenta mil dólares (\$750,000) ("Fondo Bruto del Acuerdo"), con exclusión de las obligaciones del impuesto sobre la nómina de pago correspondientes al empleador de los Demandados. Los aportes se realizarán de la siguiente manera: \$ 623,500 por Southwind Foods, LLC, \$50,000 por Travelers Casualty y Surety Company of America en representación de Southwind Foods, LLC, \$50,000 por Alliance Professional Business Solutions, Inc., \$25,000 por Ashwin Syal y \$1,500 por Staffpoint, LLC.

Después de deducir del Fondo Bruto del Acuerdo el aumento en el pago a los Representantes de la Clase, el pago a la LDWA de California, los costos de administración del acuerdo y los honorarios y los costos de abogados, los fondos restantes se distribuirán a aquellos Miembros de la Clase que no presenten en forma oportuna y válida Solicitudes de Exclusión del Acuerdo (denominados "Miembros de la Clase del Acuerdo"), tal como se explica a continuación:

- A. **Aumentos en el pago a los Representantes de la Clase por los servicios prestados, correspondientes a los Demandantes:** El Abogado de la Clase le solicitará a la Corte que autorice los aumentos en el pago a los Representantes de la Clase por los servicios prestados por hasta diez mil dólares (\$10,000) para cada uno de los Demandantes. Los Demandantes también tendrán derecho a recibir sus Pagos Individuales del Acuerdo del Fondo Neto del Acuerdo, tal como se describe a continuación.
- B. **Pago en virtud de la PAGA.** Se pagarán diez mil dólares (\$10,000) para resolver los reclamos alegados en virtud de la PAGA. De esa suma, se pagarán siete mil quinientos dólares (\$7,500) a la LDWA por su parte del 75% del pago en virtud

de la PAGA, y se distribuirán dos mil quinientos dólares (\$2,500) en partes iguales a los Miembros de la Clase del Acuerdo, incluidos los Demandantes.

- C. **Costos de administración del Acuerdo.** Se pagará al Administrador del Acuerdo, Simpluris, Inc., por administrar el Acuerdo propuesto, que incluye tareas tales como enviar y realizar un seguimiento de esta Notificación, establecer y mantener el sitio web del Acuerdo, calcular los pagos del acuerdo de los Miembros de la Clase, recibir y revisar las Solicitudes de Exclusión y las Oposiciones, enviar cheques y formularios impositivos e informar a las partes y a la Corte. Los costos de administración del acuerdo tienen un tope y no excederán los catorce mil quinientos dólares (\$ 14,500).
- D. **Pago de honorarios y costos de abogados.** No debe pagar ninguna parte de los costos y honorarios de abogados de los Demandantes o de los Demandados. Los Demandantes solicitarán a la Corte que otorgue el 33.33% del Fondo Bruto del Acuerdo al Abogado de la Clase como honorarios de abogados por el trabajo realizado en la tramitación de esta acción de clase y de representación, que equivale a doscientos cuarenta y nueve mil novecientos setenta y cinco dólares (\$249,975), y una adjudicación por gastos y costos reales incurridos por el Abogado de la Clase para tramitar esta acción, que no excederán los veintiséis mil dólares (\$26,000).
- E. **Importe Neto del Acuerdo.** Los importes descritos en las Subpartes A-D anteriores se pagarán del Fondo Bruto del Acuerdo, y todo importe solicitado no aprobado por la Corte será devuelto al Fondo Neto del Acuerdo para su distribución a los Miembros de la Clase del Acuerdo que no presenten en forma válida y oportuna la exclusión del Acuerdo. Sujeta a la homologación de la Corte, la distribución a los Miembros de la Clase del Acuerdo se realizará de la siguiente manera:

Pagos Individuales del Acuerdo a los Miembros de la Clase del Acuerdo. El Administrador del Acuerdo determinará la parte del Fondo Neto del Acuerdo y la parte del pago en virtud de la PAGA que se pagará a cada Miembro de la Clase del Acuerdo. Los Pagos Individuales del Acuerdo serán calculados de la siguiente manera:

Dividiendo la cantidad de Semanas de Trabajo Indemnizables para cada Miembro de la Clase durante el Período de la Clase por la cantidad total de Semanas de Trabajo Indemnizables para todos los Miembros de la Clase durante el Período de la Clase ("Ratio de Pago"). Una semana de trabajo se define como un período fijo y recurrente regular de siete períodos consecutivos de 24 horas que suman 168 horas. Aquí, el término "Semanas de Trabajo" simplemente se refiere a la cantidad de semanas laborales en las que trabajó para los Demandados en las instalaciones de California durante el Período de la Clase, de acuerdo con los registros de nómina de los Demandados. Cada Miembro de la Clase del Acuerdo que no presente una Solicitud de Exclusión en forma válida y oportuna recibirá un Pago del Acuerdo, que incluirá una suma que consiste en el Ratio de Pago multiplicado por el Fondo Neto del Acuerdo, menos todos los impuestos aplicables, excepto los impuestos sobre la nómina de pago correspondientes al empleador, que serán pagados por Southwind Foods, LLC. Si algún Miembro de la Clase solicita válidamente la exclusión del Acuerdo, la parte del Fondo Neto del Acuerdo que se habría pagado a los Miembros de la Clase excluidos se distribuirá a todos los Miembros de la Clase en forma equitativa y proporcional, como parte de su Pago Individual del Acuerdo, después de la deducción de los impuestos aplicables u otras retenciones requeridas.

De acuerdo con los registros de la nómina de pago de los Demandados, usted trabajó para uno o más de los Demandados como empleado no exento en una o más de las instalaciones de Southwind Foods, LLC en California, en algún momento entre el 11 de marzo del 2010 y el 1 de mayo del 2016. Su cantidad de Semanas de Trabajo durante el Período de la Clase es de «MERGED WW».

Si impugna la información proporcionada con respecto a la cantidad de Semanas de Trabajo Indemnizables que trabajó para los Demandados en California durante el Período de la Clase, debe notificar al Administrador del Acuerdo y especificar que está impugnando la cantidad de Semanas de Trabajo Indemnizables, y proporcionar la documentación de respaldo o una explicación para mostrar las fechas de empleo contrarias. El Administrador del Acuerdo consultará a las Partes para determinar si se justifica un ajuste. El Administrador del Acuerdo determinará la elegibilidad y los montos de cualquier Pago Individual de Acuerdo conforme a los términos de este Acuerdo. La determinación por parte del Administrador del Acuerdo de la elegibilidad para el Pago Individual del Acuerdo y el importe de cualquier Pago Individual del Acuerdo será vinculante para el Miembro de la Clase y las Partes.

Su Pago Individual del Acuerdo estimado, si decide participar en el Acuerdo y no presenta una Solicitud de Exclusión, es de \$«MERGED EstSettAmnt_CALC», menos todos los impuestos aplicables. Este importe estimado podrá aumentar o disminuir en función de las Órdenes de la Corte y la cantidad de Miembros de la Clase que presenten en forma oportuna y válida una Solicitud de Exclusión del Acuerdo.

Los Pagos Individuales del Acuerdo se asignarán de la siguiente manera: un cuarenta por ciento (40%) como sanciones; un cuarenta por ciento (40%) como intereses; y un veinte por ciento (20%) como salarios. Cada Miembro de la Clase debe procurar asesoramiento impositivo por su cuenta antes de actuar en respuesta a esta Notificación.

El cheque de su Pago del Acuerdo será enviado por Correo de los EE. UU. a su última dirección postal conocida dentro de los treinta (30) días posteriores a la Fecha de Entrada en Vigencia del Acuerdo y continuará siendo válido y negociable durante 180 días a partir de la fecha de su emisión. Después de ese tiempo, cualquier cheque no reclamado será enviado al Fondo de Salarios No Reclamados del Departamento de Relaciones Industriales de California para su beneficio.

4. ¿Qué debo hacer en respuesta a esta Notificación?

Usted no necesita presentar un formulario de demanda ni hacer nada más para participar en este Acuerdo y recibir su parte del Fondo Neto del Acuerdo. También tiene derecho a solicitar ser excluido del Acuerdo por completo y el derecho a oponerse al Acuerdo. La opción que elija afectará el hecho de si recibirá o no su Pago Individual del Acuerdo y si renunciará o no a ciertos derechos. La opción que elija no afectará en modo alguno su empleo con los Demandados.

Sus opciones se indican a continuación:

- A. **Participar en el Acuerdo.** Para participar en este Acuerdo y recibir su Pago Individual del Acuerdo, no necesita hacer nada en este momento.
- B. **Participar en el Acuerdo, pero impugnar la información del Pago Individual del Acuerdo.** Si impugna la información proporcionada en el apartado 3 anterior, que se utilizará para calcular su Pago Individual del Acuerdo, debe notificar al Administrador del Acuerdo y especificar que está impugnando la cantidad de Semanas de Trabajo Indemnizables, y proporcionar la documentación de respaldo o una explicación para mostrar las fechas de empleo contrarias. Conserve la constancia de la correspondencia por correo postal, fax o correo electrónico con el Administrador del Acuerdo, o llame al Administrador del Acuerdo para asegurarse de que se recibió su disputa.
- C. **Excluirse del Acuerdo.** Para excluirse de participar en el Acuerdo, debe firmar y enviar una Solicitud de Exclusión por escrito al Administrador del Acuerdo, ya sea (1) por correo de primera clase o correo certificado de los EE. UU., con sello postal como máximo del **29 de septiembre del 2018**, a la dirección que se indica en el apartado 7 que se encuentra más adelante, o (2) por fax al **(714) 824-8591** a más tardar el **29 de septiembre del 2018**, o (3) enviar una Solicitud de Exclusión por correo electrónico a **SFSettlement@simpluris.com**, a más tardar el **29 de septiembre del 2018**. Para que sea válida, una Solicitud de Exclusión debe: (1) contener el nombre completo, la dirección, el número de teléfono y los últimos cuatro dígitos del número del Seguro Social del Miembro de la Clase que solicita la exclusión; (2) estar firmada y fechada por el miembro de la Clase que solicita la exclusión; (3) indicar, en esencia, lo siguiente: "He leído la Notificación de Clase y deseo excluirme de la acción de clase y el acuerdo del caso: *Granciano, et al. v. Southwind Foods, LLC, et al*; y (4) tener sello postal del **29 de septiembre del 2018** o ser enviada por fax o correo electrónico a más tardar en dicha fecha y enviarse al Administrador del Acuerdo a la dirección postal, al número telefónico de fax o a la dirección de correo electrónico indicadas.

Si solicita de manera oportuna y válida que se lo excluya del Acuerdo, no recibirá un Pago Individual del Acuerdo en virtud del Acuerdo, no estará sujeto al Acuerdo, y no tendrá ningún derecho a oponerse o apelar el Acuerdo.

Salvo que solicite en forma oportuna su exclusión del Acuerdo, el Miembro de la Clase estará sujeto a la sentencia posterior a la homologación definitiva del Acuerdo, lo que incluye las exoneraciones descritas en esta Notificación.

- D. **Oponerse al Acuerdo.** Puede solicitarle a la Corte que rechace la homologación definitiva del Acuerdo mediante la presentación de una oposición. No puede solicitar a la Corte que ordene un acuerdo por un importe mayor; la Corte solo puede homologar o rechazar el Acuerdo. La Corte puede solo aprobar o rechazar el Acuerdo propuesto. Si la Corte deniega la homologación definitiva del Acuerdo, no se enviarán los Pagos Individuales del Acuerdo, y el Juicio continuará. Si eso es lo que desea que suceda, debe oponerse.

Si desea oponerse el Acuerdo propuesto (o cualquier parte de este), debe enviar por correo, fax o correo electrónico una declaración de oposición por escrito ("Notificación de Oposición") al Administrador del Acuerdo para el **29 de septiembre del 2018**, a la dirección indicada en el apartado 7.

Para que sea válida, una Notificación de Oposición debe presentarse al Administrador del Acuerdo a más tardar el **29 de septiembre del 2018**, debe estar firmada por el Miembro de la Clase y debe contener: (1) el nombre completo, la dirección y el número de teléfono del Miembro de la Clase que se opone al Acuerdo; (2) las fechas de empleo del Miembro de la Clase; (3) el (los) cargo(s) y el (los) lugar(es) de trabajo del Miembro de la Clase; (4) los últimos cuatro dígitos del número de Seguro Social del Miembro de la Clase; (5) el fundamento de la oposición; y (6) si el Miembro de la Clase del Acuerdo tiene la intención de comparecer a la Audiencia de Homologación Definitiva; debe proporcionar cualquier escrito legal, documento o memorándum que el Miembro de la Clase que se opone proponga presentar a la Corte. La fecha del sello postal en el sobre de envío, la fecha del fax o la fecha de correo electrónico se

considerarán medios exclusivos para determinar si una Notificación de Oposición fue entregada en forma oportuna. Se considerará que todo Miembro de la Clase que no presente oposiciones de la manera especificada anteriormente ha renunciado a toda oposición escrita al Acuerdo.

No necesita comparecer a la Audiencia de Homologación Definitiva para que su oposición sea considerada. La Audiencia de Homologación Definitiva está programada actualmente para el 27 de noviembre del 2018 a las 10:00 a.m., en el **Departamento 14 de la Corte Superior del Estado de California, Condado de Los Ángeles, Spring Street Courthouse, que se encuentra en 312 North Spring Street, Los Ángeles, California 90012**, ante Su Sría. Kenneth R. Freeman. Puede comparecer a la Audiencia de Homologación Definitiva, ya sea personalmente o a través de su propio abogado. Si comparece con su propio abogado, usted es responsable de pagarle al abogado.

Puede oponerse al Acuerdo y, aun así, participar en él. Presentar una oposición no lo excluirá del Acuerdo. Si desea ser excluido del Acuerdo, entonces, debe seguir el procedimiento anterior en la Sección C.

5. ¿Cómo se verán afectados mis derechos?

Si el Acuerdo propuesto es homologado por la Corte, los Demandantes y cada miembro de la Clase que no presente una Solicitud de Exclusión válida y a tiempo al Administrador del Acuerdo conforme a los procedimientos establecidos anteriormente exonerará a los Demandados¹ de todos los “Reclamos Exonerados” según se describen en el Acuerdo, que incluyen todos los reclamos aseverados en la Acción contra las Partes Exoneradas según los hechos alegados en la Tercera Demanda modificada presentada ante la Corte por los Demandantes o cualquier Miembro de la Clase del Acuerdo, conforme al Código Laboral de California, las Órdenes salariales de California, la Ley de Competencia Desleal, PAGA y FLSA, desde el 11 de marzo del 2010 al 1 de mayo del 2016.

Los Reclamos Exonerados incluyen, a modo enunciativo, reclamos por: (1) No pagar los salarios por todas las horas trabajadas (Cód. Lab. de Cal. § 1194) debido a las políticas alegadas de redondeo de horario de los Demandados que resultaron en la falta de pago de salarios por las horas regulares y/o extra trabajadas por el Demandante Graciano y los Miembros de la Clase; (2) No pagar la compensación por horas extra [Cód. Lab. de Cal. § 510] debido a las políticas alegadas de redondeo de horario de los Demandados aplicables al Demandante Graciano y a los Miembros de la Clase y las auto deducciones de 30 minutos del total del tiempo trabajado y supuestas asignaciones de dicho tiempo a los períodos de comida sin paga; (3) No proporcionar períodos de comida (Cód. Lab. de Cal. §§ 226.7 y 512) por el supuesto incumplimiento de los Demandados de suministrar los períodos de comida requeridos de no menos de 30 minutos a tiempo al Demandante Graciano y a los Miembros de la Clase que trabajaban más de cinco horas por turno y que trabajaban más de diez horas por turno, o no pagar los pagos de primas a cambio de dichos períodos; (4) No pagar de manera oportuna los salarios al finalizar el empleo o renunciar (Cód. Lab. de Cal. §§ 201 y 202) al Demandante Graciano y a los Miembros de la Clase; (5) No suministrar talones de cheque precisos (Cód. Lab. de Cal. § 226(a)) a los Demandantes y Miembros de la Clase (del 11 de marzo del 2013 al 1 de mayo del 2016); (6) Prácticas comerciales ilegales, engañosas o injustas (Cód. de Negocios y Profesiones de California §§ 17200, *et seq.*) por las supuestas violaciones dispuestas en el presente; y (7) PAGA (Cód. Lab. de Cal. §§ 2698, *et seq.*) por las supuestas violaciones dispuestas en el presente.

Los Reclamos Exonerados también incluyen todos los reclamos por intereses o sanciones de cualquier tipo o naturaleza que surjan en relación con los Reclamos Exonerados y se extienden, además, a los reclamos por daños y perjuicios, sanciones civiles, restitución, medidas judiciales de carácter restrictivo, prohibitivo o compulsivo, reparación judicial declaratoria y toda otra forma de reparación o recurso legal.

Los Reclamos Exonerados también incluyen todos los reclamos que los Demandantes y los Miembros de la Clase del Acuerdo puedan tener contra las Partes Exoneradas en relación con (i) el pago y la asignación de honorarios y costos de abogados al Abogado de la Clase de conformidad con este Acuerdo y (ii) el aumento en el pago al Representante de la Clase por los servicios prestados en virtud de este Acuerdo. Es la intención de las Partes que la sentencia dictada por la Corte tras la homologación definitiva del Acuerdo surta efectos de *res judicata* y sea definitiva y vinculante para los Demandantes y todos los Miembros de la Clase del Acuerdo con respecto a todos los Reclamos Exonerados.

Exoneración de FLSA: Además, se considerará que todo Miembro de la Clase del Acuerdo que cobre oportunamente su cheque de Pago Individual del Acuerdo, lo que incluye a cualquiera de los Demandantes, se ha incluido en la acción a los efectos del reclamo de FLSA aseverado en la Tercera Demanda modificada conforme a los artículos 201, *et seq.* del título 29 del Código de Leyes Federales (USC), y renunció y exoneró todos los reclamos que dicho Miembro de la Clase del Acuerdo pudiera haber tenido conforme a la FLSA solo en lo que respecta a los Reclamos Exonerados.

¹El término “Demandados” incluye a cada uno de los Demandados que son Partes del Acuerdo y a sus respectivas controlantes, subsidiarias, afiliadas y corporaciones pasadas y presentes, y cada uno de sus correspondientes directores, funcionarios y propietarios pasados y presentes.

Los Reclamos Exonerados y la Exoneración de FLSA no incluyen al artículo 1542 del Código Civil con respecto a la Exoneración General para los Miembros de la Clase del Acuerdo: En aras de la claridad, las Partes acuerdan que los Reclamos Exonerados, incluso la Exoneración de FLSA, constan únicamente de aquellos reclamos que cumplen con la definición de Reclamos Exonerados. **En otras palabras, las exoneraciones contempladas por los Miembros de la Clase del Acuerdo no se consideran exoneraciones sábana del artículo 1542 del Código Civil de California para todos los reclamos, posibles o reales, conocidos o desconocidos, por violaciones al Código Laboral de California, las Órdenes salariales o la FLSA por los actuales y anteriores empleados de los Demandantes.**

A la Fecha de Vigencia, los Miembros de la Clase del Acuerdo, lo que incluye a los Demandantes, en nombre propio y de sus respectivos herederos, sucesores, cesionarios y albaceas, exoneran a las Partes Exoneradas de los Reclamos Exonerados durante el Período de la Clase. Los Demandantes y los Miembros de la Clase del Acuerdo acuerdan no demandar o de alguna otra manera presentar un reclamo en contra de las Partes Exoneradas con respecto a los Reclamos Exonerados.

6. ¿Quiénes son los abogados que representan a las Partes?

Los Abogados de los Demandantes y de los Miembros de la Clase son:

Raymond P. Boucher
Shehnaz M. Bhujwala
Neil M. Larsen
BOUCHER LLP
21600 Oxnard Street, Suite 600
Woodland Hills, CA 91367
Tel.: 818-340-5400; Fax: 818-340-5401

Sahag Majarian II
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
Tarzana, CA 91356-4229
Tel.: 818-609-0807; Fax: 818-609-0892

Abogado de la Clase

Abogados del Demandado Southwind Foods, LLC:

John L. Barber, Esq.
Alison M. Miceli, Esq.
LEWIS BRISBOIS BISGAARD & SMITH LLP
701 B Street, Suite 1900
San Diego, California 92101

Abogados del Demandado y Contrademandado Staffpoint, LLC:

Rob D. Cucher, Esq.
LAW OFFICES OF ROB CUCHER
315 South Beverly Drive, Suite 310
Beverly Hills, California 90212

Abogados del Demandado y Contrademandado Alliance Professional Business Solutions, Inc.:

Lawrence Artenian
LAW OFFICES OF LAWRENCE HOODACK
P.O. Box 28514
Anaheim, California 92809

Abogado del Contrademandado Ashwin Syal:

Carl John Pentis, Esq.
CARL JOHN PENTIS, ATTORNEY AT LAW
500 N State College Blvd, Suite 1200
Orange, California 92868

7. ¿Cómo obtengo más información?

Esta Notificación solo resume el Juicio, el Acuerdo y cuestiones relacionadas. Para obtener más información, puede inspeccionar los archivos pertinentes de la Corte en el sitio web del Acuerdo, en www.SFSettlement2018.com. También puede comunicarse con el Administrador del Acuerdo y preguntarle por este Acuerdo:

Granciano, et al. v. Southwind Foods, LLC, et al.

P.O. Box 26170
Santa Ana, CA 92799
Teléfono: (888) 226-9511
Fax: (714) 824-8591
www.SFSettlement2018.com

POR FAVOR, NO LLAME A LA CORTE PARA RECIBIR INFORMACIÓN SOBRE ESTE ACUERDO. NO SE COMUNIQUE CON LA OFICINA CORPORATIVA, LOS GERENTES O LOS ABOGADOS DE LOS DEMANDADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

Fecha: 31 de julio del 2018

No. 9 Envelope Front



No. 9 Envelope Back

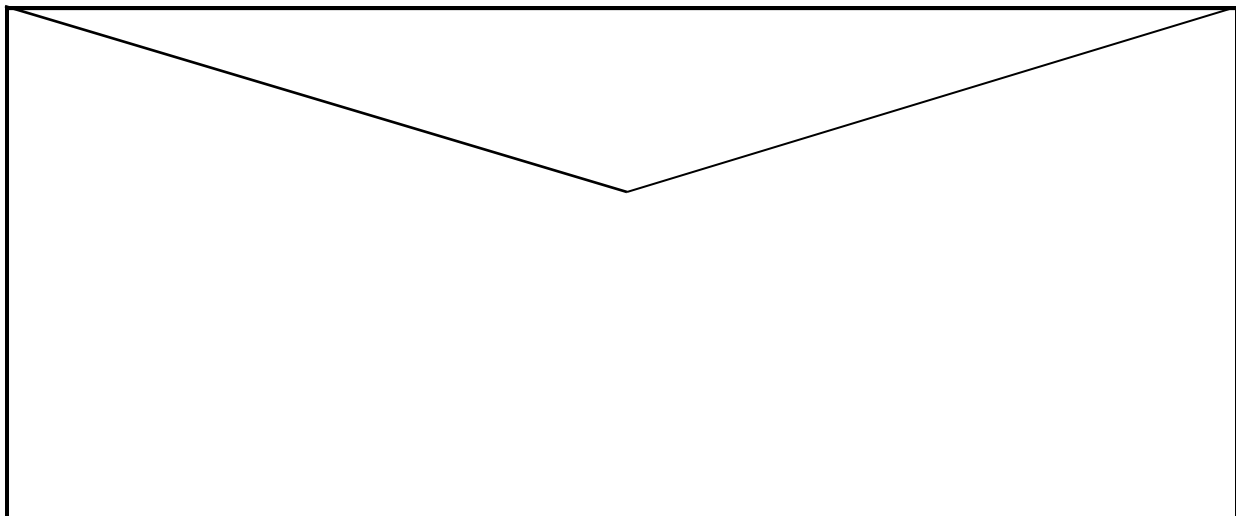


EXHIBIT “4”

BOUCHER LLP

Boucher LLP is a new firm, steeped in the tradition of obtaining justice for the people who need it most.

Founded by Raymond P. Boucher—Los Angeles Daily Journal’s Trial Lawyer of the Decade (2001-2010)—Boucher LLP focuses on the prosecution of high-impact, complex litigation, including class actions, mass actions, and representative actions on behalf of consumers and employees harmed by major corporations and insurance companies; civil rights and police misconduct cases; cases involving the sexual abuse of minors and disabled; and significant personal injury and wrongful death cases. Boucher and his colleagues are frequently appointed class counsel in major class actions and often serve among plaintiffs’ leadership in state and federal coordinated proceedings.

Boucher’s successes include a groundbreaking \$1 billion settlement on behalf of the victims of childhood sexual abuse by Catholic priests. He has long been a trusted resource for referring attorneys. His skill and tenacity also make him sought after as co-counsel.

Boucher built the firm from the ground up, handpicking dynamic, talented, and experienced attorneys who share his vision and values. Clients can expect meticulous preparation and tenacious, relentless representation, as well as highly individualized and compassionate service.

The firm is new. The founding principles of Boucher LLP are timeless.

EXPERTISE AND RESOURCES

Boucher LLP has the expertise and resources to handle cases against major corporations from intake through trial. The firm is presently comprised of three partners, three associates, two of counsel attorneys, and several paralegals and staff members. The firm is well-equipped to conduct discovery in a variety of cases, including large complex cases. The firm uses sophisticated technology and protocol to capture, evaluate, and present information gleaned from documents numbering in the multi-millions. In coordinated proceedings, the firm has the experience and leadership qualities needed to effectively manage resources to ensure efficiency of litigation.

Boucher LLP has expertise in the following practice areas:

Consumer Class Actions

The firm has extensive experience with consumer class action litigation and the relevant issues in evaluating and settling class action claims. Boucher LLP’s attorneys have litigated and certified consumer class actions in a range of areas—from automotive and other product defects, to privacy and data breach, to antitrust, breach of contract, and other business disputes.

Boucher LLP’s attorneys have served as lead class counsel and/or on the plaintiffs’ steering committee in numerous consumer class action cases including, *In Re Aetna UCR Litigation*, Dist. N.J., MDL No. 2020 (Class Counsel), *American Medical Association et al. v. Wellpoint, Inc.*, C.D. Cal, MDL No. 2074 (Interim Co-Lead Class Counsel), *Black v. Blue Cross of California*, Super.

Ct. Los Angeles County, No. BC250339 (Class Counsel), *Chavez v. Nestlé USA, Inc.* C.D. Cal., No. CV09-9192 GW (CWx) (Lead Counsel), *In Re: Facebook, Inc. Internet Tracking Litig.*, N.D. Cal., MDL No. 2314 (Interim Liaison Counsel), *In Re Galvanized Steel Pipe Litigation*, Super. Ct. Los Angeles County, No. BC174649 (Lead Class Counsel), *In re: Pellicano Cases*, Super. Ct. Los Angeles County No. BC316318 (Co-Lead Class Counsel), *Sister Sledge et al. v. Warner Music Group Corp.*, N.D. Cal., No. 12-CV-0559-RS (Interim Co-Lead Class Counsel), and *Skeen, et al. v. BMW of North America LLC, et al.*, Dist. N.J., No. 2:13-cv-1531-WHW-CLW (Interim Co-Lead Class Counsel).

Employment Class and Representative Actions

Boucher LLP is currently prosecuting numerous class and representative cases against corporations on behalf of thousands of workers alleging wage-and-hour violations, including claims for violations of meal and rest break laws, illegal rounding of time, and failure to pay all wages. The firm is committed to ensuring employees are properly compensated under state and federal laws, and to holding corporations accountable for failing to abide by the law.

Mass Tort Litigation

Boucher LLP's attorneys have obtained favorable recoveries for thousands of clients harmed by major pharmaceutical companies. Boucher presently serves in leadership for numerous coordinated proceedings in state and federal court, including *In Re Crestor Products Liability Cases*, Super. Ct. Los Angeles County, JCCP No. 4713 (Plaintiffs' Co-Liaison Counsel), *In Re Diet Drug Litigation*, Super. Ct. Los Angeles County, JCCP 4032 (Plaintiffs' Co-Liaison Counsel), *In re Wright Medical Technology, Inc., Conserve Hip Implant Products Liability Litigation*, MDL No. 2329 (Co-Lead Counsel for Plaintiffs and state Liaison Counsel), and *Zolof Birth Defects Cases*, JCCP No. 4771 (Plaintiffs' Co-Lead Counsel).

Boucher LLP's attorneys have also successfully resolved mass tort cases involving toxic exposure, including, among others, *Bunker Hill Twrs Condo Ass'n, et al. v. W.R. Grace & Co.*, Super. Ct. Los Angeles County, No. B072642, and *Zachary et al. v. ARCO et al.*, Super. Ct. Los Angeles County, No. BC209944.

Complex, High-Impact Litigation

Boucher LLP is committed to advancing the rights of the people and to holding corporations accountable. Throughout his career, Mr. Boucher has brought worthy cases in furtherance of these goals. For example, in the *California Gubernatorial Recall Election Litigation*, Boucher represented former Governor Gray Davis in a challenge to the qualification of the 2003 California gubernatorial recall election. In *Madrid v. Perot Systems Corporation et al.*, Super. Ct. Sacramento County, No. 03AS04763, Boucher resolved an antitrust and unfair competition action to recover from Perot Systems Corporation for aiding and abetting the manipulation, distortion, and corruption of California's electricity market. More recently, in *Centinela Freeman Emergency Medical Associates, et al. v. Maxwell-Jolly, et al.*, Super. Ct. Los Angeles County, Pending, No. BC406372, Boucher and his partners obtained an order compelling California's Department of

Health Care Services to comply—for the first time ever—with their obligation to annually review of Medi-Cal physician reimbursement rates to ensure access to quality healthcare in California. These are but a few of the many “impact” cases Boucher and his colleagues have pursued in the interest of positive social change.

Civil Rights and Police Misconduct Cases

Boucher LLP prosecutes individual, mass, and class actions against public entities for civil rights violations and police misconduct. The firm is committed to helping people obtain justice and to motivating significant policy changes.

Boucher is particularly proud of the published result in *Wallace v. City of Los Angeles* (1993) 12 Cal. App. 4th 1385, a case of first impression he brought against the City on behalf of Demetria Wallace, a teenaged honors student who was shot and killed while waiting for a bus, just five days before she was to testify against a man accused of fatally shooting a taxi driver. After non-suit was granted at trial, the appeals court held the police had a duty to warn the victim. The case affirmed the government’s responsibility to protect citizens who place their lives in jeopardy by stepping forward as witnesses to crimes, and prompted changes in police procedures that have saved countless other witnesses’ lives since.

Sexual Abuse Cases

Boucher LLP prosecutes individual and mass action cases against public and private entities that fail to protect minors and the disabled from sexual abuse. The firm’s attorneys have extensive experience representing survivors of sexual abuse in such cases.

For example, in *The Clergy Cases*, Super. Ct. California, JCCP Nos. 4286, 4297, 4359, Boucher served as Plaintiffs’ Liaison Counsel on behalf of almost 1,000 individuals and their families in significant personal injury claims involving molestation at the hands of Catholic priests. In *Jane Doe v. Garden Grove Unified School District*, Boucher prosecuted claims on behalf of a child victim of sexual abuse at school against a public school district. *Elena A. et al. v. Casa de Angeles Cal. Corp., d/b/a Healthy Start, et al.*, Super. Ct. Los Angeles County, No. BC457840, was brought on behalf of developmentally disabled adults who were subjected to serious verbal, physical, and sexual abuse and neglect while attending an adult day care center. And Boucher was a leader in *Los Angeles Unified School District Sexual Molestation Cases*, which were brought on behalf of the many children who were molested by a teacher at Miramonte Elementary School.

Significant Personal Injury and Wrongful Death

Boucher LLP represents individuals who have suffered serious personal injury or the death of loved ones.

The firm is committed to obtaining the justice that its clients deserve. For example, in *Young v. Johnny’s Hot Dog Stand, et al.*, Super. Ct. Los Angeles County, No. BC102837, Boucher obtained a jury verdict in excess of \$1 million in compensatory damages on behalf of 57-year-old indigent person who was shot by a waitress outside of a hot dog stand. The firm is also passionate

about seeking justice on behalf of children and adults who have suffered serious injuries from in apparel fires.

BOUCHER LLP

RAYMOND P. BOUCHER

Raymond P. Boucher, a veteran trial lawyer specializing in complex consumer litigation, class actions, product liability, toxic tort litigation, employment discrimination and bad faith, is the Founder and Senior Partner of Boucher LLP.

During his professional career, which spans three decades, Boucher has tried more than 50 cases, and has helped obtain verdicts and settlements on behalf of clients in excess of \$3 billion. In two of his more notable cases, he served as lead attorney in the landmark \$660 million sexual abuse settlement with the Catholic Archdiocese of Los Angeles in which he represented over 250 abuse victims in the July 2007 settlement as well as obtaining nearly \$200 million for 144 survivors in a lawsuit against the Roman Catholic Diocese of San Diego. Boucher has briefed and argued more than 20 appeals before the Ninth Circuit Court of Appeals and California Courts of Appeal.

For his professional achievements, Boucher has received a diverse array of honors and awards, to include recognition as: “Top 100 Attorneys in California” (2002) by the Daily Journal; “Trial Lawyers of the Decade, “ (2001-2010) by the Daily Journal; “California Lawyer Attorney of the Year” (2008) by California Lawyer; “Consumer Attorney of the Year” (2007) by the Consumer Attorneys of California; and “Trial Lawyer of the Year” by the Consumer Attorneys Association of Los Angeles (additional awards listed below).

A noted author and lecturer, Boucher has lectured at numerous law schools (e.g. Stanford, Pepperdine, Loyola) and has delivered hundreds of presentations to bar associations and other legal organizations as well as legal media sponsored events and educational and government forums.

Prior to founding Boucher, LLP, Boucher served several other Los Angeles area law firms, including: Kiesel, Boucher & Larson LLP (Partner), Law Offices of Raymond P. Boucher (Founder/Senior Partner), Nordstrom, Steele, Nicolette & Jefferson (Of Counsel), Sayre, Moreno, Purcell & Boucher (Managing Partner), and Gould & Sayre.

A native of Massachusetts, Boucher received his undergraduate education at Fort Lewis College in Durango, CO where he received his Bachelor of Arts degree with a double major in Business Administration and Political Science.

He was Student Body President, on the Dean’s List and later was honored as its “Alumnus of the Year” (2007). He matriculated to Colorado State University where he received a Master of Science degree in Management. Boucher obtained his Juris Doctor degree from Pepperdine University School of Law While in law school, Boucher ranked in the top 15% of his class, was a member of the Phi Delta Phi honor society and later honored in 2002 with its Distinguished Alumnus Award. He received an Honorary Doctor of Law by Whittier College School of Law in 2005.

Boucher is admitted to the State Bar of California as well as the United States District Court for the Central, Northern, Southern and Eastern Districts of California. He is a member of, and has held leadership positions in, numerous legal professional entities, including:

- American Association for Justice, Member
- American Bar Association, Admitted as a Fellow of the American Bar
- Association of Trial Lawyers of America, State of California Delegate Member

- Beverly Hills Bar Association, Member
- California Courts, Administrative Office of the Courts (2002 to 2007), Committees: Court Funding, Complex Courts System, Court Integration
- California State Bar Association, Member
- Civil Justice Foundation, Member
- Consumer Attorneys Association of Los Angeles (Formerly the Los Angeles Trial Lawyers Association) President (2005), Board of Governors, Emeritus Member (2005 to present), Board of Governors, Member (1996 to 2006)
- Consumer Attorneys of California (Formerly the California Trial Lawyers Association, President (2007), Board of Governors (1997 to present)
- Consumer Attorneys of San Diego (2001 to present), Consumer Advocate of the Year (2007)
- Diversity in Law Foundation, Board of Directors
- Los Angeles County Bar Association, Board of Trustees (2000 to 2002)
- Los Angeles Superior Court Bench and Bar Committee (2001 to 2008)
- National College of Advocacy, Fellow
- Orange County Trial Lawyers Association, Member
- Pepperdine School of Law, Board of Visitors (1997 to present)
- Public Citizen, Member
- Public Justice (Formerly Trial Lawyers for Public Justice), Board of Directors (1996 to present), Member (1984 to present)
- The Roscoe Pound Foundation, Member

Among the other honors, awards and other forms of recognition Boucher has received for his professional achievements and accomplishments from legal, community, educational, nonprofit and media entities, include:

- American Association for Justice Steven J. Sharp Public Service Award (2008)
- Consumer Attorneys Association of Los Angeles Ted Horn Memorial Award in recognition of service to the California State Bar (2002), Finalist, Trial Lawyer of the Year (1996) , Several Presidential Awards for Outstanding Contribution to the Trial Bar
- Consumer Attorneys of California Legislative Champion Award (2002), Several Presidential Awards of Merit
- Consumer Attorneys of San Diego David S. Casey, Jr. Consumer Advocate Award (2006)
- California League of Conservation Voters Environmental Leadership Award (2005) for dedication to the environment and for fostering the public health rights of individuals
- Fort Lewis College, Durango, Colorado Alumnus of the Year (2007)

- Lawdragon Named one of 500 Leading Lawyers in America (2009-2014)
- Los Angeles Daily Journal Law Business Named one of the 100 Most Influential Attorneys in California several times
- Los Angeles Magazine Super Lawyer (2001 to present); named one of the Top 100 Super Lawyers in Southern California (2010 to present)
- Loyola Law School Champion of Justice Award (2008)
- Martindale-Hubbell, Peer Reviewed AV (highest rating)
- Orange County Trial Lawyers Association Top Gun Award (2008)
- Pepperdine University School of Law Distinguished Alumnus Award (2002)
- Project Sister Family Services Justice Armand Arabian Award (2006) for outstanding efforts to secure justice for victims of clergy abuse
- Trial Lawyers for Public Justice Trial Lawyer of the Year (1994)

Additionally, Boucher has been the recipient of presidential awards, awards of merit, recognition and commendation from federal, state and local government entities as well as a variety of bar associations.

Boucher, who resides in Tarzana, CA, is active in numerous business, civic, community and charitable organizations (e.g. Ambassador, Make a Wish Foundation). He is also active in fund raising for various local, state and national organizations for whom he has raised millions of dollars. He spends significant time doing pro bono work and frequently advises California Senate, Assembly and constitutional offices about legal and political issues.

BOUCHER LLP

SHEHNAZ M. BHUJWALA

Shehnaz M. Bhujwala, a strong advocate of consumer rights in civil courts and the California Legislature, is a partner of Boucher LLP.

Bhujwala helps consumers harmed by defective products, and those hurt by bad practices of corporations, employers, and governmental entities, obtain justice through the courts. She prosecutes class, mass, and representative actions among other complex civil cases on behalf of consumers in federal and California state courts.

Bhujwala, who has been recognized for her work as a consumer attorney as a “Southern California Rising Star” (2009-2011) and a “Super Lawyer” (2016-2017, 2019) by both Los Angeles Magazine and Southern California Rising Stars Magazine, and was bestowed with a Martindale-Hubbell “AV Preeminent” rating for her professionalism and ethics, has helped bring resolution to numerous cases through settlement and trials over the course of her legal career, including:

- A historic settlement on behalf of hundreds of survivors of childhood sexual abuse against the Los Angeles and San Diego Catholic Archdioceses
- A favorable settlement on behalf of a news reporter who suffered severe electrical burns and related injuries when her transmission truck hit overhead power lines
- A favorable settlement on behalf of survivors of historic mass kidnapping against kidnappers
- A class action settlement with the Writers Guild of America on behalf of writers to ensure the Guild’s payment of collected, foreign levy funds to them
- A class action settlement against telephone company for privacy violations on behalf of wiretap victims
- A class action settlement against bank for unlawful recording of telephone conversations with customers
- A class action settlement against major movie studio on behalf of nationwide profit participants who challenged how the studio paid them distributions for home video revenue.
- Numerous class action and representative action settlements on behalf of workers for wage theft

Prior to joining Boucher LLP, Bhujwala worked for top plaintiffs’ firms in the Los Angeles area, including Khorrami Boucher, LLP, Kiesel Boucher & Larson, LLP, and Greene, Broillet, Panish & Wheeler, LLP.

An active author and speaker on consumer law subjects, Bhujwala is a member of, and has held leadership positions in, numerous professional organizations, including:

- Consumer Attorneys of California: Board of Governors (2011-2018); Chair, Women’s Caucus (2015); and Executive Committee (2016)
- Consumer Attorneys Association of Los Angeles: Board of Governors (2013-2014)

- Los Angeles County Bar Association: Litigation Section, Legislative Chair (2014-2016); Judicial Appointments Committee (2014-2017); Complex Courts Committee, Co-Chair (2016-2018); Programs (2018-2019)
- American Association for Justice
- Public Justice

Through her work with the Consumer Attorneys of California, Bhujwala also regularly speaks with California legislators regarding the need for sufficient court funding and other issues affecting the courts, consumers, and employees.

A California native and current resident of Los Angeles, Bhujwala received her undergraduate education at the University of California, Los Angeles where she obtained her Bachelor of Arts degree in Psychology. Thereafter, she attended the University of Southern California's Gould School of Law, where she obtained her Juris Doctor degree. During law school, she externed for the Honorable U.S. District Court Judge Robert Takasugi of the Central District of California and counseled victims of domestic violence through the Los Angeles County Bar Association's Barrister's Project.

BOUCHER LLP

BRIAN BUSH

Brian Bush, a trial lawyer who concentrates his legal practice in the areas of civil rights, personal injury and mass tort litigation, is an Associate of Boucher LLP.

Bush is admitted to the State Bar of California as well as the United States District Courts for the Central, Eastern and Northern Districts of California. Among his professional affiliations, he is a member of the American Association for Justice, Los Angeles County Bar Association and the Consumer Attorneys Association of Los Angeles (CAALA).

Bush received his Juris Doctor degree from Loyola Law School in Los Angeles. Throughout law school, Bush volunteered at the Los Angeles County District Attorney's Office. In his capacity as a certified law student, he presided over numerous felony preliminary hearings, evidence suppression hearings and also served as second chair for the prosecution in a child molestation trial.

While in law school, Bush competed in trial advocacy tournaments in California and New York as a member of Loyola's nationally-ranked Byrne Trial Advocacy Team and served as speaker, co-chair and vice president of Loyola's student chapter of CAALA. Additionally, at Loyola, he earned First Honors awards in White Collar Crimes, Cross Examination and Advanced Trial Advocacy.

A native of Seattle, WA, Bush attended Washington State University where he obtained a Bachelor of Arts degree in Communications with an Advertising Emphasis. At the university, he was on the Dean's Honor Roll (2001-2004), was a graduate of the WSU Honors College, served as President and Vice President of the Ad Club and was a member of the student chapter of the American Advertising Federation.

BOUCHER LLP

MILIN CHUN

Milin Chun, an attorney with experience in both criminal and civil law, is a Senior Associate of Boucher LLP. Throughout her career, Chun has focused her practice on federal white-collar criminal defense and appellate matters. She has represented clients in criminal investigations, including cases arising out of the Hobbs Act, Contraband Cigarette Trafficking Act, False Claims Act, securities fraud, money laundering, wire fraud, and tax evasion. Chun has previously represented a CEO of a major defense firm and executive director of a large non-profit organization in Washington, D.C.

Chun has been named to the Maryland Rising Stars list by Maryland Super Lawyers for three consecutive years (2013-2015), and in 2015 was named “Top 40 Under 40” by the National Trial Lawyers.

Chun currently serves on the Diversity Task Force for the National Association of Criminal Defense Lawyers, the nation’s leading organization devoted to ensuring a just legal process for all criminal cases, and previously served on the Editorial Advisory Board of the Daily Record, a legal and business newspaper in Maryland.

Chun is admitted to practice in California, Maryland, and the District of Columbia. She is also admitted to practice in the United States District Courts for the Central District of California, District of Maryland, and the District of Nebraska, and the United States Court of Appeals for the Fourth Circuit.

Raised in Southern California, Chun attended the University of California, San Diego, where she received a Bachelor of Arts degree in Political Science. She then obtained her Juris Doctor degree from the University of Maryland, Baltimore, where she served as the Managing Editor of the University of Maryland Law Journal of Race, Religion, Gender, and Class. Following law school, Chun clerked for the Honorable Gale E. Rasin in the Circuit Court for Baltimore City.

BOUCHER LLP

ALEXANDER GAMEZ

Alexander Gamez is an Associate of Boucher LLP. He is a member of the firm's complex employment team, representing employees in class actions and PAGA actions against employers who violate California and federal wage and hour laws. Alex has successfully helped the firm prosecute a wide range of employment violations for the benefit of employees.

Alex earned a Bachelor of Arts degrees in Political Science and graduated cum laude from California State University, Fullerton in 2012. Thereafter, Alex earned a Juris Doctor degree from Southwestern Law School in 2015. During law school, Alex clerked for the U.S. Equal Employment Opportunity Commission, served as a Student Coordinator for the National Lawyers Guild Court Watch Program, and also served as a member of the Public Interest Law Committee.

He also obtained numerous awards and distinctions during law school for his public interest and pro bono efforts.

Alex is a member of the State Bar of California and is licensed to practice in all California state courts..

BOUCHER LLP

CATHY KIM

Cathy Kim is an Associate of Boucher LLP. During her legal career, Cathy has focused her practice on representing individuals in mass tort litigation (e.g. products liability) against major pharmaceutical companies and medical device manufacturers in state and federal proceedings.

Cathy is admitted to the State Bar of California and the United States District Court, Central District of California. Among her professional affiliations, she is a member of Consumer Attorneys of California and the Korean American Bar Association.

Raised in Torrance, CA, Cathy attended the University of California, Los Angeles where she received a Bachelor of Arts degree in Business Economics with a minor in East Asian Languages and Cultures. Cathy graduated magna cum laude, was a member of Phi Beta Kappa Honor Society and the Golden Key International Honour Society, as well as being on the Provost's Honors List for six quarters.

Cathy matriculated to Loyola Law School in Los Angeles where she obtained her Juris Doctor degree while receiving numerous academic honors and recognition, including the First Honors Award in Advanced Legal Research. During law school, she served as a judicial extern to the Honorable Samuel L. Bufford in the United States Bankruptcy Court. Cathy also served as the Internal and External Vice President of the Asian Pacific American Law Students Association.

An accomplished musician (e.g. piano, violin) who has won many awards in competitions and performed in various orchestras, Cathy is active in community and cultural organizations. Among her involvements, she has served as a Korean-English translator for the Asian Pacific American Legal Center's Citizenship Workshops and Volunteer Income Tax Assistance.

BOUCHER LLP

NEIL M. LARSEN

Neil M. Larsen is an Associate of Boucher LLP. He is a member of the firm's complex employment team, representing employees in class actions and PAGA actions against employers who violate California and federal wage and hour laws. Neil has successfully helped the firm prosecute and resolve a wide range of employment cases for the benefit of employees.

Neil earned a Bachelor of Arts degree in Law and Society from the University of California, Santa Barbara in 2004. He then went on to earn a Juris Doctor degree from Santa Clara University School of Law in 2011, where he participated in the Honors Moot Court program, contributed to the Journal of International Law, and represented indigent clients in wage and hour litigation through his service at a community law center.

Before joining Boucher, LLP, Neil worked for noted law firms in Southern California exclusively representing plaintiffs in employment class actions and PAGA actions. Neil is a member of the State Bar of California and is licensed to practice in all California state courts, as well as the United States District Courts for the Central District of California and Northern District of California.

BOUCHER LLP

HERMEZ MORENO

Hermez Moreno, a veteran trial lawyer who specializes in complex police misconduct litigation and catastrophic person injury and trial work, serves as Of Counsel to Boucher LLP.

During his professional career, which spans nearly four decades, Moreno has a diverse array of litigation experience and has attained verdicts and settlements for his clients up to eight figures. Some of the legal areas he has litigated include:

- Civil Rights
- Medical/Legal Malpractice
- Mass Torts
- Insurance Bad Faith
- Police Misconduct
- Excessive Use of Force
- False Arrest/Imprisonment
- Asbestos Personal Injury
- Mishandling of Human Remains
- Traumatic Brain Injury
- Asbestos Commercial Property Damage
- Asbestos Personal Injury
- Jail Abuse

Moreno also has extensive experience in transactional work and has been involved in the negotiating and drafting of contracts and other documents for entertainers in the fields of film, music recordings and film and recording financing. He has also negotiated and drafted contracts for the sale and purchase of businesses and landmark real estate in the Los Angeles area.

Moreno, who began his career handling civil rights cases throughout California, served as Special Counsel to Cesar Chavez (1984-1993) and as Trial Counsel for the United Farm Workers Union (1984-1990) in areas involving labor disputes and cases brought by growers' efforts to break the union. He also represented indigent clients in pro bono cases and continues to do so.

In addition to his legal practice, Moreno is actively serving as a professor of trial advocacy. He has served as a Clinical Professor at the UCLA School of Law in its Trial Advocacy Program and has been both a Visiting Associate Professor of Law, Clinical Instructor in the Trial Advocacy Program of Southwestern Law School and currently serves as an Adjunct Professor of Law in the school's Trial Advocacy and Civil Rights Program.

Moreno is admitted to the State Bar of California as well as the United States Supreme Court, United States Court of Appeal Ninth Circuit, United States Court of Appeal, Federal Circuit and the United States District Court for the Central, Northern, and Eastern

Districts of California. Among his professional affiliations, he is or has been a member of:

- Consumer Attorneys of California

- Consumer Attorneys Association of Los Angeles
- Trial Lawyers for Public Justice
- Mexican American Bar Association (Board of Trustees)
- Mexican American Bar Foundation (Board of Directors)
- Santa Monica Third Street Development Corporation (Board of Directors)

A native of Mexico, Moreno attended the University of California, Santa Barbara where he received a Bachelor of Arts degree in Political Science. He obtained his Juris Doctor degree from the UCLA School of Law. While in law school, he co-founded Centro Legal de Santa Monica, Inc., a non-profit legal aid office operated by UCLA Chicano law students. The organization, which subsequently merged with Westside Legal Services, provided legal services to underprivileged residents in Santa Monica and Moreno served as a Board of Trustees member and supervising attorney.

Moreno lives with his wife in Moorpark, CA on a 15-acre horse ranch. Among his personal interests, he is an art collector, an artist, and has written his first novel.

BOUCHER LLP

MARIA L. WEITZ

Maria L. Weitz, an attorney with broad experience in numerous areas of consumer law, is a partner of Boucher LLP.

Throughout her legal career, Weitz has focused her practice on unfair, deceptive, and fraudulent business practices, and seeking legal accountability on behalf of injured plaintiffs. As a result, her diverse range of litigation experience spans a wide array of legal issues, including complex class actions, product liability and other personal injury cases, employment litigation, and appellate practice.

Weitz's interest in civil justice developed while attending the University of California, Davis School of Law, where she earned her Juris Doctor degree. She received a Public Service Law Certificate recognizing her legal work in public interest organizations and government agencies. This work included serving as co-counsel in a federal jury trial on behalf of an inmate alleging civil rights violations, and working within the California Attorney General's Office to prosecute civil cases for violations of California's Air Pollution Control Laws. She also received a Witkin Award for Academic Excellence in Legal Writing and the Sacramento County Bar Association Diversity Fellowship.

Weitz is admitted to the State Bar of California and the United States District Courts in the Northern, Southern, Central, and Eastern Districts of California. Among her professional affiliations, she is a member of the Consumer Attorneys Association of Los Angeles.

In recognition of her career accomplishments, Weitz has twice been selected as a Southern California Rising Star by Super Lawyers Magazine and was listed among Top Women Attorneys by Los Angeles Magazine.

Weitz received her undergraduate education at the University of California, Los Angeles, where she earned a Bachelor of Arts degree in Sociology and Communications.

EXHIBIT “5”

CURRICULUM VITAE

RAYMOND PAUL BOUCHER, ESQ.

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Woodland Hills, California 91367

Tel. (818) 340-5400 | Fax (818) 340-5401

ray@boucher.la | www.boucher.la

EDUCATION

Pepperdine University School of Law, Malibu, California

Distinguished Alumnus Award (2002). Juris Doctorate (1984).

Ranked in top fifteen percent of class. Moot Court (first place petitioner brief).

Phi Delta Phi honor society.

Whittier College School of Law, Costa Mesa, California

Honorary Doctor of Law (2005).

Colorado State University, Fort Collins, Colorado

Master of Science in Management (1981). Graduate assistant.

Sigma Iota Epsilon honor society.

Fort Lewis College, Durango, Colorado

Alumnus of the Year (2007). Bachelor of Arts (1979). Double Major, Business

Administration and Political Science. Student Body President. Dean's List.

ADMISSIONS

State Courts of California; United States District Courts for the Central, Northern, Southern, and Eastern Districts of California

PROFESSIONAL EXPERIENCE

Boucher LLP, Woodland Hills, California

Partner (2014 to Present)

Khorrami Boucher LLP, Los Angeles, California

Member (2013 to 2014)

Kiesel, Boucher & Larson LLP, Beverly Hills, California

Partner (1999 to 2013)

Law Offices of Raymond P. Boucher, Tarzana, California

Partner (1990 to present)

Nordstrom, Steele, Nicolette & Jefferson, Los Angeles, California

Attorney of Counsel (1993 to 1996)

Sayre, Moreno, Purcell & Boucher, Los Angeles, California

Managing Partner (1985 to 1990)

Gould & Sayre, Santa Monica, California

Attorney at Law (1984 to 1985)

AFFILIATIONS AND SELECTED LEGAL INVOLVEMENT

American Association for Justice, Member

American Bar Association, Admitted as a Fellow of the American Bar

Association of Trial Lawyers of America

State of California Delegate

Member

Beverly Hills Bar Association, Member

California Courts, Administrative Office of the Courts (2002 to 2007)

Committees: Court Funding, Complex Courts System, Court Integration

California State Bar Association, Member

Civil Justice Foundation, Member

Consumer Attorneys Association of Los Angeles

Formerly the Los Angeles Trial Lawyers Association

President (2005)

Board of Governors, Emeritus Member (2005 to present)

Board of Governors, Member (1996 to 2006)

Consumer Attorneys of California

Formerly the California Trial Lawyers Association

President (2007)

Board of Governors (1997 to present)

Consumer Attorneys of San Diego (2001 to present)

Consumer Advocate of the Year (2007)

Diversity in Law Foundation, Board of Directors

Los Angeles County Bar Association

Board of Trustees (2000 to 2002)

Los Angeles Superior Court Bench and Bar Committee (2001 to 2008)

Make a Wish Foundation, Ambassador

National College of Advocacy, Fellow

Orange County Bar Association, Member

Orange County Trial Lawyers Association, Member

Pepperdine School of Law

Board of Visitors (1997 to present)

Public Citizen, Member

Public Justice, Board of Directors

Formerly Trial Lawyers for Public Justice

Board of Directors (1996 to present)

Member (1984 to present)

The Roscoe Pound Foundation, Member

SELECTED AWARDS AND HONORS

Trial Lawyer of the Decade (2001-2010)

Los Angeles Daily Journal

American Association for Justice

Steven J. Sharp Public Service Award (2008)

California Lawyer Magazine

California Lawyer Attorney of the Year (CLAY) Award (2008)

Consumer Attorneys of Los Angeles

Trial Lawyer of the Year (2007)

Ted Horn Memorial Award in recognition of service to the
California State Bar (2002)

Finalist, Trial Lawyer of the Year (1996)

Several Presidential Awards for Outstanding Contribution
to the Trial Bar

Consumer Attorneys of California

Consumer Attorney of the Year (2007)

Legislative Champion Award (2002)

Several Presidential Awards of Merit

Consumer Attorneys of San Diego

David S. Casey, Jr. Consumer Advocate Award (2006)

California League of Conservation Voters

Environmental Leadership Award (2005) for dedication to the environment and
for fostering the public health rights of individuals

Fort Lewis College, Durango, Colorado

Alumnus of the Year (2007)

Lawdragon

Named one of 500 Leading Lawyers in America (2009-2011)

Los Angeles Daily Journal Law Business

Named one of the 100 Most Influential Attorneys in California several times

Los Angeles Magazine

Super Lawyer (2001 to present); named one of the Top 100 Super Lawyers in
Southern California (2010 to present)

Loyola Law School

Champion of Justice Award (2008)

Martindale-Hubbell, Peer Reviewed AV (highest rating)

Orange County Trial Lawyers Association

Top Gun Award (2008)

Pepperdine University School of Law

Distinguished Alumnus Award (2002)

Project Sister Family Services

Justice Armand Arabian Award (2006) for outstanding efforts to secure justice for victims of clergy abuse

Trial Lawyers for Public Justice

Finalist, Trial Lawyer of the Year (2000, 2008)
Trial Lawyer of the Year (1994)

Recipient of presidential awards, awards of merit, recognition, and commendations from federal, state, and local governmental entities and a variety of bar organizations.

LITIGATION

Tried more than sixty cases to verdict, recovering in excess of three billion dollars in verdicts and settlements for clients. Briefed and argued more than twenty appeals before the Ninth Circuit Court of Appeals and California Courts of Appeal.

Selected class actions and complex litigation generated:

Adderton v. Nextel Commc'n, Inc., et al. ("Boost Mobile")

Super. Ct. Los Angeles County, 2006, No. BC344300.

Owners of Pipeline asserted Nextel unlawfully used its power as majority interest holder to force Pipeline's owners to sell their shares in Boost Mobile for below market value. Nextel withheld financial and marketing support from Boost Mobile until the Pipeline owners sold their interests, and provided false valuations and withheld financial information so that Pipeline could not know Boost Mobile's true value. Resolved.

In Re Aetna UCR Litigation

Dist. N.J., Pending, MDL No. 2020, No.: 2:07-cv-3541 (FSH)(PS)

Appointed Class Counsel for class of subscribers to Aetna's healthcare insurance plan in class action alleging Aetna knowingly used inherently flawed databases licensed from Ingenix to set usual, customary, and reasonable ("UCR") rates for out-of-network services, resulting in artificially reduced reimbursements to plaintiffs. Plaintiffs allege the existence of a secret and illegal agreement by Aetna, UnitedHealth Group, Ingenix, and most of the country's largest health insurers to systemically under-reimburse consumers for out-of-network services in violation of ERISA, RICO, and the Sherman Act, as well as state law. Pending.

American Medical Association et al. v. Wellpoint, Inc.

C.D. Cal, Pending, MDL No. 09-2074 PSG (FFMx)

Appointed Co-Lead Counsel in action on behalf of physicians and physician groups to recover payment from insurers who violated federal antitrust laws by fixing artificially low reimbursement rates for treatment provided to out-of-network patients. Pending.

Balasubramaniam v. Cty of Los Angeles, et al.

Super. Ct. Los Angeles County, 2004, Case No. BC158506.

Represented plaintiff medical doctor in case of employment discrimination based upon color. Resolved after trial, on appeal.

Bartley v. Camarillo Miramonte Homeowners Ass'n

Super. Ct. Ventura County, 2002, No. SC020953.

Class action against real estate developers on behalf of individual condominium owners for faulty construction and repairs. The units were constructed over a high water table and on poor soils which expanded and contracted, causing the units to sink, and causing floor slabs, foundations, and walls to crack. The defendants knew about the defects but did not disclose them. After receiving complaints, developers failed to repair as promised. Resolved on eve of trial.

Bianchi v. Schneiderman, et al.

Super. Ct. Los Angeles County, 2003, No. EC033688.

Represented plaintiff in suit for breach of an agreement and for fraud after Schneiderman fraudulently obtained control of L.A. Digital Post and then transferred it to his wife in order to hide assets from creditors. Resolved.

Black v. Blue Cross of California

Super. Ct. Los Angeles County, 2007, No. BC250339.

A certified class action against a health insurer for improper mid-year contract modifications. Settled for an eight-figure amount after a liability trial.

Berger v. The Berger Foundation, et al.

Super. Ct. Riverside County, 2011, Case No. INC 10010664.

H. N. and Frances Berger founded a charitable organization to promote and support education and alleviate human suffering. Defendants diverted millions from this foundation to engage in self-dealing transactions and to pay themselves excessive compensation, and to fund ventures to employ their relatives.

Represented the Berger Foundation to remedy these wrongs and safeguard a family legacy. Resolved.

Bunker Hill Twrs Condo Ass'n, et al. v. W.R. Grace & Co.

Super. Ct. Los Angeles County, No. B072642.

Represented 250 resident unit owners in a 32-story, luxury downtown high-rise in an action against the nation's leading asbestos products manufacturer. The building's steel girders were coated with asbestos, which contaminated the building with hazardous amounts of emitted asbestos fibers in breathable dust. A jury awarded over \$6 million to compensate for the cost of the abatement.

California Gubernatorial Recall Election Litigation

Represented former Governor Gray Davis in a challenge to the qualification of the 2003 California gubernatorial recall election.

Castaneda, et al. v. State of California et al.

Super. Ct. Los Angeles County, 2004, No. BC299062.

The California Legislature passed a bill to allow victims of wrongful deportation or coerced emigration between 1929 and 1944 to bring civil actions. *Castaneda* was a class action on behalf of approximately 400,000 U.S. citizens and resident aliens who were wrongfully expelled from California because of their Mexican heritage. Complaint withdrawn after governor's veto of the bill.

Catalina Toys v. Forward Winsome

Super. Ct. Orange County, No. 68-59-34.

Defended Forward Winsome, one of the largest toy manufacturers in the world, and represented it on a cross complaint. Plaintiffs alleged that Forward Winsome intentionally delayed shipments of goods and breached an agreement in order to place the plaintiffs in financial duress and to foreclose upon their assets. After a fifteen-day trial, the jury entered a unanimous verdict awarding Forward Winsome more than \$6 million; settled before punitive damages phase.

Centinela Freeman Emergency Medical Associates, et al. v. Maxwell-Jolly et al.

Super. Ct. Los Angeles County, Pending, No. BC406372.

Action on behalf of emergency room doctors who received medical reimbursements in amounts that were significantly below the costs that they incurred to treat their patients. Writ of mandate issued; case pending.

Chavez v. Nestlé USA, Inc.

C.D. Cal., 2013, No. CV09-9192 GW (CWx).

Appointed lead counsel in class action for false advertising in the marketing of a beverage for infants. Resolved following successful appeal to Ninth Circuit.

CIGNA Litigation

Class action against medical insurers who under-reimbursed hundreds of thousands of medical patients for out-of-network care they received. The plaintiffs allege the health insurers manipulated data to artificially depress reimbursements for medical care. Pending.

The Clergy Cases

Super. Ct. California, JCCP Nos. 4286, 4297, 4359

Served as Plaintiffs' Liaison Counsel representing almost 1,000 individuals and their families in significant personal injury claims involving molestation at the hands of Catholic priests. Settlements totaled in excess of \$1.5 billion.

***The Clergy Cases I*, California JCCP 4286 (Diocese of Orange).**

Ninety survivors of Clergy sexual abuse filed lawsuits against the Roman Catholic Diocese of Orange. In December 2004, after nearly two years of intense negotiations, lead negotiations to successfully settle all claims against the Diocese for \$100 million on the condition that the secret files of the Diocese of Orange would be made public.

The Clergy Cases I, California JCCP 4286 (Archdiocese of Los Angeles).

Five-hundred and eight survivors of clergy sexual abuse filed lawsuits against the Roman Catholic Archbishop of Los Angeles. On the eve of the first of more than a dozen scheduled trials, successfully negotiated an agreement with the Archbishop to resolve all cases against it for \$660 million, the largest resolution with any diocese in the United States. The case is still pending as the parties litigate the public release of abusing priest and Church files.

The Clergy Cases II, California JCCP 4297 (Archdiocese of San Diego).

One-hundred and forty-four survivors were sexually abused by Clergy members in the Roman Catholic Diocese of San Diego. In the second-largest settlement by a Roman Catholic diocese nationwide since claims of sexual abuse by clergy members came to light in 2002, the Diocese agreed to pay nearly \$200 million to these 144 survivors. The case is pending as the parties litigate over the public release of the offending priests' files.

In Re Crestor Products Liability Cases

Super. Ct. Los Angeles County, Pending, California JCCP No. 4713.

Appointed Plaintiffs' Co-Liaison Counsel in Judicial Council coordinated proceeding pending before the Los Angeles Superior Court involving personal injury claims arising from use of Crestor pharmaceutical drug. Pending.

DePUY ASR Artificial Hip Implants Litigation

Super. Ct., San Francisco County, Pending, California JCCP No. 4649.

Nationwide personal injury actions on behalf of patients who received the recalled, defective, surgically implanted, metal-on-metal ASR XL Acetabular and ASR Hip Resurfacing systems manufactured by DePuy Orthopedics, a unit of Johnson & Johnson. The complaints allege DePuy Orthopedics was aware its ASR hip implants were failing at a high rate, yet continued to manufacture and sell the product to unsuspecting physicians and patients. Pending.

In Re Diet Drug Litigation

Super. Ct. Los Angeles County, California JCCP 4032.

Appointed Co-Plaintiffs' Liaison Counsel. Claims arose from injuries resulting from the use of the diet drug Phen-Fen. Resolved.

Jane Doe v. Garden Grove Unified School District

Represented a child victim of sexual abuse at school. Resolved.

Elena A. et al. v. Casa de Angeles Cal. Corp., d/b/a Healthy Start, et al.

Super. Ct. Los Angeles County, Pending, No. BC457840.

Case on behalf of developmentally disabled adults who were subjected to serious physical and verbal abuse and neglect while attending an adult day care center. The abuse included sexual molestation which caused rashes, bruises, scratches, abrasions, scarring, and cuts and the contraction of venereal disease. It also included the withholding of medical care, and the failure to provide appropriate meals, leading to dehydration, malnutrition, and anemia. It included rough

handling acts of humiliation, and threats to harm family members after clients witnessed inappropriate behavior. Pending.

In Re: Facebook, Inc. Internet Tracking Litig.,

N.D. Cal., Pending, MDL No. 2314, No. 5:12-md-02314-EJD.

Appointed Interim Liaison Counsel in this class action lawsuit seeking damages and injunctive relief for the knowing interception of users' Internet communications and activity after logging out of their Facebook accounts, in violation of state and federal laws including the Federal Wiretap Act, the Stored Communications Act, and the Computer Fraud and Abuse Act.

In Re Galvanized Steel Pipe Litigation

Super. Ct. Los Angeles County, 2010, No. BC174649

Appointed Lead Counsel (2001). Class action involving construction defects. Settled for an amount in the high eight figures.

Gillis et al. v. Ralph Wyatt Plastering Company, et al.

Super. Ct. Los Angeles County, 1999, No. SC034918.

Case to recover for negligent construction leading to water intrusion and an infestation of highly toxigenic mold, resulting in the total loss of the plaintiff's home and all of its contents. Eight-figure settlement.

Grossman v. Unger Fabrik, LLC

Super. Ct. Los Angeles County, 2013, No. BC480626.

Breach of contract action on behalf of an executive who made \$55 million in sales for a company that then failed to pay her commissions. Resolved.

Hablian et al. v. Zurich U.S. et al.

Cal. Comp. Bd. of Appeals

Class action to recover workers' compensation benefits that were due to injured employees, but that employers and their insurers instead kept for themselves. The California Workers Compensation Appeals Board has ruled that a class action may be brought. Case pending.

Leslie v. Hochman, Salkin & Deroy

Super. Ct. Los Angeles County, 1997, No. BC127454.

In this legal malpractice case, attorneys arranged to provide the plaintiffs with a tax shelter plan under which a commodities broker would reduce their income tax burden through trades in gold futures, and the attorneys would take \$20 for each of the broker's transactions in return for legal representation about the tax consequences of the trades. The Ninth Circuit then ruled that the types of deductions the attorneys advised the plaintiffs to take on their tax returns were not based on genuine losses, such that the plaintiffs were now responsible for unpaid taxes, interest, and penalties. Litigation ensued in which the attorneys represented the plaintiffs before the U.S. Tax Court, promising that they would prevail when all the while they had no reasonable possibility of doing so. Resolved.

Los Angeles Unified School District Sexual Molestation Cases

Represented numerous children who were molested at Miramonte Elementary School in the Los Angeles Unified School District.

Madrid v. Perot Systems Corporation et al.

Super. Ct. Sacramento County, No. 03AS04763.

Antitrust and unfair competition action to recover from Perot Systems Corporation for aiding and abetting the manipulation, distortion, and corruption of California's electricity market, including the design and sale of derivative securities, in the wake of the deregulation of California's energy sector. Resolved.

Martinez et al. v. EMI Music Distribution et al.

("Compact Disc Minimum-Advertised Price Antitrust Litigation")

C.D. Cal, No. CV-00-05730 RAP (RNBx).

Suit to recover from recorded-music distributors and retailers for price fixing. Resolved.

Murray v. Belka ("First Pension")

Super. Ct. Orange County, California JCCP No. 3131.

Suit against a pension plan administrator, one of the nation's largest law firms, and one of the world's largest accounting firms to recover damages and for restitution to hundreds of investors who had lost their life savings to a Ponzi scheme. Co-tried a four month trial with Michael Aguirre, resulting in a liability and punitive damages verdict. The Orange County, California jury in the case found that Pricewaterhouse Coopers helped defraud the investors by creating fraudulent audits and reviews that First Pension Corporation used in its filings with government agencies over nine years. The case resolved on the eve of the punitive damage phase for nearly nine figures.

In re: National Association of Music Merchants, Musical Instruments and Equipment Antitrust Litigation

S.D. Cal. MDL No. 2121.

Class action in antitrust to recover for anticompetitive price fixing.

Northridge Homeowners v. The Newhall Land and Farming Co., et al.

Super. Ct. Los Angeles County, 2010, No. BC174649.

Recovered \$41 million on behalf of 5,000 Santa Clarita Valley residents in a suit against real estate developers for the installation of defective galvanized steel pipes which rusted and leaked inside their new homes.

In Re Northridge Earthquake Litigation

Appointed Plaintiffs' Liaison Counsel (2002). Numerous coverage lawsuits against State Farm Insurance, 21st Century Insurance, Farmers Insurance, and USAA Insurance Company for fraudulent insurance practices arising out of the Northridge Earthquake. Resolved.

In re: Pellicano Cases

Super. Ct. Los Angeles County, 2014, No. BC316318.

Appointed as Co-Lead Counsel in class action against AT&T. Cases involved wiretapping in violation of the California Penal Code. Settled.

Quesada v. Herb Thyme Farms, Inc.

Super. Ct. Los Angeles, County, No. BC436557.

Action against the largest grower and marketer of herbs in California for labeling conventionally grown food as “fresh organic” in order to mislead consumers into paying more. Pending in Supreme Court of California.

Residents of Tucson, Arizona v. Tucson Airport Authority et al.,

AZ Court of Appeals, No. 2 CA-CV 93-0204.

Actions on behalf of over 1,600 residents of the Sunnyside community of Tucson against the Tucson Airport Authority and other defendants for dumping a carcinogen, trichloroethylene (TCE), into disposal pools and allowing it to seep into the city’s ground water. After an EPA-sponsored researcher found high levels of TCE and other carcinogens in drinking water, experts discovered that several unusual forms of cancer, particularly among children in the area, were at almost epidemic levels. The actions settled for \$84.5 million.

Silver et al. v. Aetna Health Inc., PA, et al.

N.D. Cal., No. C10-00143.

Class action against medical insurers who under-reimbursed hundreds of thousands of medical patients for out-of-network care they received. The plaintiffs allege the health insurers manipulated data to artificially depress reimbursements for medical care. Pending.

Silver v. Del Webb

Super. Ct. Nevada. No. A437325.

Appointed Lead Counsel (2001). Certified class construction defect suit involving installation of faulty plumbing systems in new homes. Resolved.

Sinskey, et al. v. Ernst & Young et al.

Super. Ct. Los Angeles County, No. BC247851.

Represented plaintiffs in action for fraud in the sale of securities. Resolved.

Sister Sledge et al. v. Warner Music Group Corp.

N.D. Cal., No. 12-CV-0559-RS.

Appointed Interim Co-Lead Counsel in this suit to recover for the shortchanging of artists in the licensing of their works to third parties for subsequent retail sale as digital downloads and ringtones. Settled for \$11.5 Million.

Skeen, et al. v. BMW of North America LLC, et al.

Dist. N.J., Pending, No. 2:13-cv-1531-WHW-CLW.

Appointed Interim Co-Lead Class Counsel in putative class action on behalf of owners and lessees of MINI Cooper vehicles manufactured with defective “timing chain tensioner” parts that cause premature engine damage and failure. Pending.

The Temptations et al. v. UMG Recordings, Inc.

N.D. Cal., No. 12-CV-1289-JCS.

Suit to recover for shortchanging of artists in the licensing of their works to third parties for subsequent retail sale as digital downloads and ringtones. Pending.

Terry W. et al. v. Kaiser Foundation Health Plan, Inc. et al.

Super. Ct., Los Angeles County, No. BC187451.

Case against Kaiser for failing to take action to protect patients after receiving complaints that one of their doctors was molesting minors. The doctor was later arrested, convicted, and incarcerated for his crimes. Resolved.

In re Transient Occupancy Tax Cases

Super. Ct. Los Angeles County, California JCCP 4472.

Action on behalf of thirty-nine separate California cities to recover unremitted occupancy taxes from online travel companies.

In re Trasylol Drug Cases

Super. Ct. Los Angeles County, California JCCP 4593.

Action on behalf of the people of the State of California against a pharmaceutical company that continued to aggressively market a drug after becoming aware that it significantly increased the risk of renal failure, stroke, and death, and which was ultimately removed from the market. Resolved.

Welch v. Orkin Exterminating Co.

Super. Ct. Los Angeles County, No. 516323.

Orkin's negligent treatment of the plaintiffs' San Diego home for termites caused plaintiffs to develop chemical sensitivities. Orkin argued the plaintiffs were only imagining their injuries, or that the injuries preexisted. Orkin denied that it misapplied the chemicals, and denied that the chemicals could cause any injury. After an eighteen-day trial, a jury awarded plaintiffs approximately \$1 Million.

In re Wright Medical Technology, Inc., Conserve Hip Implant Products Liability Litigation, MDL No. 2329.

Appointed Co-Lead Counsel and state Liaison Counsel in this national MDL involving actions against a manufacturer of defective surgically implanted metal-on-metal hip replacement systems. Pending.

Yaz, Yasmin and Ocella Contraceptive Cases

Super. Ct., Los Angeles County, California JCCP 4608.

Appointed and served as Plaintiffs' Co-Liaison Counsel in cases on behalf of women who were prescribed Yasmin and Yaz oral contraceptives and suffered blood clots, deep vein thrombosis, strokes, or heart attacks. Case involved allegations that Bayer failed to warn.

Young v. Johnny's Hot Dog Stand et al.

Super. Ct. Los Angeles County, 1997, No. BC102837.

Ronald Young, a 57 year-old homeless man who had been a hospital orderly before going on disability, had been frequenting Johnny's Hot Dog Stand for more than twenty years. After Young approached the window of Johnny's with

money in his pocket to purchase a cup of coffee, the waitress shouted insults at him. Minutes later, the waitress walked out of the stand, approached Young, and shot him six times, leaving him permanently disfigured and almost \$70,000 in debt to the hospital. The police never recovered the gun and the district attorney declined to prosecute. At trial, the jury found the restaurant negligent and ordered Johnny's to pay nearly \$1 million in compensatory damages.

Zachary et al. v. ARCO et al.

Super. Ct. Los Angeles County, No. BC209944.

Appointed Lead Counsel. Mass tort toxic refinery fire resulting in injury to plaintiffs and their property. Resolved.

Among cases involving published decisions:

Bains v. Moores (2009) 172 Cal. App. 4th 445.

Action on behalf of investors to recover for fraud in the sale of certain securities.

Callahan v. Gibson, Dunn & Crutcher LLP (2011) 194 Cal. App. 4th 557.

Represented family members in suit against law firm that drafted a partnership agreement which damaged the family business. Resolved.

Harrell v. 20th Century Ins. Co. (9th Cir. 1991) 934 F.2d 203.

Suit to recover for fraud in the sale of a small business. Resolved.

Ileto v. Glock, Inc. (C.D. Cal. 2006) 421 F. Supp. 2d 127.

Action against weapons manufacturers Glock and China North, whose firearms were used by a member of the Aryan Nation to shoot several children and kill a postal worker.

Ramirez v. Fox Television Station (9th Cir. 1993) 998 F.2d 743.

Suit for unconstitutional employment discrimination based on national origin.

Shirk v. Vista Unified School District (2007) 42 Cal. 4th 201.

Case to recover for sexual molestation by a public school teacher.

Regents of University of California v. Superior Court (2010) 183 Cal. App. 4th 755.

Represented relatives of decedents who willed their bodies to a medical school for research and teaching purposes, only to learn the remains had been improperly disposed of in a grotesque and undignified manner after scientific uses were concluded. Donors were told that after use, their remains would be cremated and scattered in a rose garden. Human remains were commingled with other remains and incompletely incinerated, leaving hair and flesh intact. Remains were placed in a mixture of incinerated human bodies, laboratory animal carcasses, and medical waste into garbage dumpsters and then transported to a landfill where they were disposed of with common refuse.

Rippon v. Bowen (2008) 160 Cal. App. 4th 1308.

Case on behalf of California citizens who challenged the constitutionality of Proposition 140, which imposed lifetime term limits upon state legislators and other state officers.

Santillan v. Roman Catholic Bishop of Fresno (2008) 163 Cal. App. 4th 4.

Case on behalf of a victim of childhood sexual abuse.

Wallace v. City of Los Angeles (1993) 12 Cal. App. 4th 1385.

Demetria Wallace, a teenaged honors student, was shot and killed by a shotgun blast as she sat on a bench waiting for a bus five days before she was to testify against a man accused of fatally shooting a taxi driver. Following granting of non-suit at trial, the appeals court held the police had a duty to warn the victim. The case affirmed the government's responsibility to protect citizens who jeopardize their lives by stepping forward as witnesses to crimes, and prompted changes in police procedures that have saved other witnesses' lives since.

Wholesale Electricity Antitrust Cases I & II (2007) 147 Cal. App. 4th 1293.

Co-lead counsel in suit to recover from energy traders for antitrust and unfair business practices in the wake of the deregulation of California's energy sector. Resolved in conjunction with the Attorney General's office for over \$1.1 billion.

PRESENTATIONS

Guest Lecturer

Stanford Law School, Stanford, California

Pepperdine University School of Law, Malibu, California

Loyola Law School, Los Angeles, California

Continuing Legal Education

Delivered hundreds of continuing legal education presentations to organizations including the Los Angeles County Bar Association, the Consumer Attorneys of California, the Consumer Attorneys Association of Los Angeles, the Association of Southern California Defense Counsel, the American Association for Justice, the Orange County Bar Association, the California League of Cities, Pepperdine Law School, Mealey's, the Los Angeles Daily Journal, Glasser Legal Works, and the National College of Advocacy.

EXHIBIT “6”

BOUCHER LLP

October 5, 2018

Sahag Majarian II, Esq.
Law Offices of Sahag Majarian II
18250 Ventura Blvd
Tarzana, CA 91356

Re: *Granciano, et al. v. Southwind Foods, LLC, et al.*

Dear Counsel:

This letter shall serve to confirm the Fee Split Agreement between our law firms. Specifically, our firms have agreed to divide any court award of attorneys' fees to Class Counsel in the matter entitled *Granciano, et al. v. Southwind Foods, LLC, et al.*, Los Angeles Superior Court Case No. BC538900, as follows:

Boucher LLP	50%
Law Offices of Sahag Majarian II	50%

There will be no increase in the attorneys' fees charged to the clients because of the sharing of attorneys' fees or costs. The respective signatures below by the law firms of Boucher LLP and Law Offices of Sahag Majarian, II, and Named Plaintiffs Claudia Granciano and Ricardo Contreras, further confirm this agreement.

I hereby confirm in writing that I agree to the above-stated fee splitting arrangement:

BOUCHER LLP

By: 

Raymond P. Boucher, Esq.

LAW OFFICES OF SAHAG MAJARIAN II

By: 

Sahag Majarian, II, Esq.

By: _____

Claudia Granciano, Named Plaintiff

By: _____

Ricardo Contreras, Named Plaintiff

BOUCHER LLP

October 5, 2018

Sahag Majarian II, Esq.
Law Offices of Sahag Majarian II
18250 Ventura Blvd
Tarzana, CA 91356

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Law Offices of Sahag Majarian II	50%

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I hereby confirm in writing that I agree to the above-stated fee splitting arrangement:

BOUCHER LLP

By: 

Raymond P. Boucher, Esq.

LAW OFFICES OF SAHAG MAJARIAN II

By: _____

Sahag Majarian, II, Esq.

By: 

Claudia Granciano, Named Plaintiff

By: _____

Ricardo Contreras, Named Plaintiff

BOUCHER LLP

October 5, 2018

Sahag Majarian II, Esq.
Law Offices of Sahag Majarian II
18250 Ventura Blvd
Tarzana, CA 91356

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Boucher LLP 50%

Law Offices of Sahag Majarian II 50%

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I hereby confirm in writing that I agree to the above-stated fee splitting arrangement:

BOUCHER LLP

By: 

Raymond P. Boucher, Esq.

LAW OFFICES OF SAHAG MAJARIAN II

By: _____

Sahag Majarian, II, Esq.

By: 

Claudia Granciano, Named Plaintiff

By: _____

Ricardo Contreras, Named Plaintiff

EXHIBIT “7”

Granciano, et al. v. Southwind Foods, et al.
SUMMARY TIME REPORT

FIRM NAME: Boucher LLP

REPORTING PERIOD:

Raymond P. Boucher, Law Offices of Raymond P. Boucher: Inception to October 24, 2018; Boucher LLP: December 15, 2014 to October 24, 2018

Categories:

- | | |
|---|------------------------------------|
| (1) Analysis/Strategy/Attorney Meetings | (8) Fact Investigation/Development |
| (2) Case Management | (9) Research |
| (3) Client Communications/Meeting | (10) Pleadings / Motions |
| (4) Court Appearances | (11) Settlement/Mediation |
| (5) Discovery | |
| (6) Document Review | |
| (7) Experts- Work or Consult | |

Status:

- (P) Partner
(A) Associate / Attorney
(LC) Law Clerk
(PL) Paralegal

NAME	STATUS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	Hours	Hourly Rate	Amount
Raymond P. Boucher (Rate 1)	P	8.5	0.0	2.1	0.0	0.0	0.0	0.0	3.5	3.2	3.9	0.0	21.2	\$ 890.00	\$ 18,868.00
Raymond P. Boucher (Rate 2)	P	2.8	0.8	0.1	0.4	0.2	0.0	0.0	0.0	0.0	0.6	4.8	9.7	\$ 1,100.00	\$ 10,670.00
Shehnaz M. Bhujwala	P	7.5	2.8	2.3	10.3	11.3	0.0	0.3	0.8	1.0	52.5	68.3	157.1	\$ 750.00	\$ 117,825.00
Brandon K Brouillette	A	1.8	0.5	0.0	0.0	2.5	0.0	0.8	0.4	0.0	6.8	8.5	21.3	\$ 395.00	\$ 8,413.50
Lauren Burton	LC	0.0	0.9	0.0	0.0	3.9	0.0	0.0	0.0	1.8	0.0	22.3	28.9	\$ 395.00	\$ 11,415.50
Christine Cramer	PL	0.0	3.1	3.6	0.0	13.3	0.0	0.0	0.0	0.0	13.1	6.7	39.8	\$ 185.00	\$ 7,363.00
Eliza Donay	PL	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	\$ 185.00	\$ 55.50
Alexander Gamez	A	0.1	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.2	0.5	1.0	2.0	\$ 395.00	\$ 790.00
Sharon Gordillo	PL	0.0	2.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.7	\$ 185.00	\$ 499.50
Sandra Haro	PL	0.0	8.8	0.0	0.0	4.4	0.6	0.0	0.0	0.0	6.7	2.1	22.6	\$ 185.00	\$ 4,181.00
Avery Kunstler	PL	0.0	0.0	0.0	0.0	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.3	\$ 185.00	\$ 55.50
Neil M. Larsen	A	1.6	0.3	0.0	0.2	0.0	0.0	0.0	0.0	0.0	24.5	3.5	30.1	\$ 495.00	\$ 14,899.50
Maria L. Weitz	P	0.3	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.6	\$ 750.00	\$ 450.00
Tricia Yue	PL	0.0	6.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.8	0.0	14.0	\$ 185.00	\$ 2,590.00
TOTALS		22.6	20.4	8.3	10.9	35.6	0.9	1.1	4.7	6.2	108.7	117.2	350.6		\$ 198,076.00

EXHIBIT “8”

Boucher, LLP
Case Costs by Job
All Transactions

BOUCHER LLP Advanced Litigation Costs for Southwind Foods, LLC Class Action						
Date	Source Name	Account	Memo	Total Amount	Reimbursement	Boucher LLP Share
03/27/2015	Case Anywhere, LLC	Document Service	E-Service	\$97.40	50 % Reimbused by S. Majarian II	\$48.70
05/14/2015	Clerk of the Superior Court	Filing Fees	Court Filing Fee	\$20.00	50 % Reimbused by S. Majarian II	\$10.00
05/15/2015	First Legal Network, LLC	Document Service	Attorney Service	\$98.30	50 % Reimbused by S. Majarian II	\$49.15
05/15/2015	Golden State Overnight	Postage & Delivery	Delivery	\$7.66	50 % Reimbused by S. Majarian II	\$3.83
06/23/2015	Case Anywhere, LLC	Document Service	E-Service	\$160.00	50 % Reimbused by S. Majarian II	\$80.00
07/06/2015	Clerk of the Superior Court	Filing Fees	Court Filing Fee	\$20.00	50 % Reimbused by S. Majarian II	\$10.00
07/15/2015	First Legal Network, LLC	Document Service	Attorney Service	\$118.25	50 % Reimbused by S. Majarian II	\$59.13
07/17/2015	Los Angeles Superior Court	Filing Fees	Court Filing Fee	\$6.75	50 % Reimbused by S. Majarian II	\$3.38
07/31/2015	First Legal Network, LLC	Document Service	Attorney Service	\$133.16	50 % Reimbused by S. Majarian II	\$66.58
09/27/2015	Case Anywhere, LLC	Document Service	E-Service	\$150.00	50 % Reimbused by S. Majarian II	\$75.00
10/29/2015	Barkley Court Reporters	Court Reporters	Deposition	\$576.83	50 % Reimbused by S. Majarian II	\$288.42
10/29/2015	Barkley Court Reporters	Court Reporters	Deposition	\$551.51	50 % Reimbused by S. Majarian II	\$275.76
11/15/2015	Golden State Overnight	Postage & Delivery	Delivery	\$20.06	50 % Reimbused by S. Majarian II	\$10.03
11/30/2015	Golden State Overnight	Postage & Delivery	Delivery	\$7.67	50 % Reimbused by S. Majarian II	\$3.84
12/15/2015	Case Anywhere, LLC	Document Service	E-Service	\$230.00	50 % Reimbused by S. Majarian II	\$115.00
12/31/2015	First Legal Network, LLC	Document Service	Attorney Service	\$91.80	50 % Reimbused by S. Majarian II	\$45.90
02/08/2016	JAMS, Inc.	Mediation Fee	Mediation	\$2,608.33	50 % Reimbused by S. Majarian II	\$1,304.17
03/15/2016	First Legal Network, LLC	Document Service	Attorney Service	\$73.05	50 % Reimbused by S. Majarian II	\$36.53
03/15/2016	Case Anywhere, LLC	Document Service	E-Service	\$125.00	50 % Reimbused by S. Majarian II	\$62.50
03/31/2016	JTC Corporation	Professional Fees	Consultant/Expert	\$800.00	50 % Reimbused by S. Majarian II	\$400.00
06/19/2016	Case Anywhere, LLC	Document Service	E-Service	\$125.00	50 % Reimbused by S. Majarian II	\$62.50
08/31/2016	First Legal Network, LLC	Document Service	Attorney Service	\$95.05	50 % Reimbused by S. Majarian II	\$47.53
09/21/2016	Case Anywhere, LLC	Document Service	E-Service	\$130.00	50 % Reimbused by S. Majarian II	\$65.00
10/06/2016	Update Legal, Inc.	Professional Fees	Third Party Data Processing of Southwind Foods Invoices for Class List (133.63 Hrs)	\$4,677.05	50 % Reimbused by S. Majarian II	\$2,338.53
10/31/2016	First Legal Network, LLC	Document Service	Attorney Service	\$95.05	50 % Reimbused by S. Majarian II	\$47.53
11/15/2016	First Legal Network, LLC	Document Service	Attorney Service	\$55.30	50 % Reimbused by S. Majarian II	\$27.65
12/11/2016	Case Anywhere, LLC	Document Service	E-Service	\$135.00	50 % Reimbused by S. Majarian II	\$67.50
01/27/2017	Shehnaz Bhujwala	Mileage - Client Adv	Travel (Mileage)	\$5.78	N/A	\$5.78
01/27/2017	Shehnaz Bhujwala	Parking - Client Adv	Travel (Parking)	\$15.00	N/A	\$15.00
01/31/2017	First Legal Network, LLC	Document Service	Attorney Service	\$76.25	50 % Reimbused by S. Majarian II	\$38.13
03/17/2017	Case Anywhere, LLC	Document Service	E-Service	\$125.00	50 % Reimbused by S. Majarian II	\$62.50
04/26/2017	Law Offices of Lawrence Hoodack	Professional Fees	Temps for Data Processing of Alliance Invoices for Class List (468.5 Hrs)	\$7,861.43	N/A	\$7,861.43
05/31/2017	First Legal Network, LLC	Document Service	Attorney Service	\$73.00	50 % Reimbused by S. Majarian II	\$36.50
05/31/2017	First Legal Network, LLC	Document Service	Attorney Service	\$76.25	50 % Reimbused by S. Majarian II	\$38.13
06/02/2017	Case Anywhere, LLC	Document Service	E-Service	\$130.00	50 % Reimbused by S. Majarian II	\$65.00
06/15/2017	First Legal Network, LLC	Document Service	Attorney Service	\$81.30	N/A	\$81.30
07/15/2017	First Legal Network, LLC	Document Service	Attorney Service	\$58.16	N/A	\$58.16
09/08/2017	Case Anywhere, LLC	Document Service	E-Service	\$135.00	N/A	\$135.00

Boucher, LLP
Case Costs by Job
All Transactions

10/15/2017	First Legal Network, LLC	Document Service	Attorney Service	\$95.00	N/A	\$95.00
10/15/2017	First Legal Network, LLC	Document Service	Attorney Service	\$6.00	N/A	\$6.00
10/31/2017	First Legal Network, LLC	Document Service	Attorney Service	\$6.00	N/A	\$6.00
11/15/2017	First Legal Network, LLC	Document Service	Attorney Service	\$118.76	N/A	\$118.76
12/06/2017	Case Anywhere, LLC	Document Service	E-Service	\$130.00	N/A	\$130.00
02/28/2018	First Legal Network, LLC	Document Service	Attorney Service	\$404.01	N/A	\$404.01
03/12/2018	Case Anywhere, LLC	Document Service	E-Service	\$140.00	N/A	\$140.00
04/30/2018	First Legal Network, LLC	Document Service	Attorney Service	\$84.65	N/A	\$84.65
04/30/2018	First Legal Network, LLC	Document Service	Attorney Service	\$23.50	N/A	\$23.50
06/08/2018	Case Anywhere, LLC	Document Service	E-Service	\$140.00	N/A	\$140.00
06/15/2018	First Legal Network, LLC	Document Service	Attorney Service	\$261.35	N/A	\$261.35
06/15/2018	First Legal Network, LLC	Document Service	Attorney Service	\$222.70	N/A	\$222.70
06/30/2018	First Legal Network, LLC	Document Service	Attorney Service	\$203.90	N/A	\$203.90
06/30/2018	First Legal Network, LLC	Document Service	Attorney Service	\$58.50	N/A	\$58.50
07/02/2018	Shehnaz Bhujwala	Mileage	Travel (Mileage)	\$8.45	N/A	\$8.45
07/02/2018	Shehnaz Bhujwala	Parking	Travel (Parking)	\$15.00	N/A	\$15.00
07/05/2018	Coalition Court Reporters	Document Service	Court Reporter for P.A. Motion	\$602.70	N/A	\$602.70
09/18/2018	Case Anywhere, LLC	Document Service	E-Service	\$145.00	N/A	\$145.00
10/24/2018	Print Jobs	Printing		\$406.85	N/A	\$406.85
10/24/2018	Printing (Canon Printer)	Printing	231 Copies / 0 Color @ \$.0.75 and 231 Black/White @ \$.0.10	\$23.10	N/A	\$23.10
10/24/2018	Faxes	Faxes	4 @ \$.0.50 each	\$2.00	N/A	\$2.00
10/24/2018	PACER Research	Research	Case law research	\$9.40	N/A	\$9.40
10/24/2018	Postage	Postage & Delivery	Firm Mailings	\$48.35	N/A	\$48.35
10/24/2018	Westlaw Research	Research	Case Law Research: 04/1/2015 - 04/27/2016; 10/1/2017 - 10/23/2018	\$186.76	N/A	\$186.76
			Totals:	\$23,187.37	5,844.39	\$17,342.98

EXHIBIT “9”

Granciano, et al. v. Southwind Foods, et al.
SUMMARY TIME REPORT

FIRM NAME: Khorrami, LLP

REPORTING PERIOD: Inception to December 14, 2014

Categories:

- | | |
|---|------------------------------------|
| (1) Analysis/Strategy/Attorney Meetings | (8) Fact Investigation/Development |
| (2) Case Management | (9) Research |
| (3) Client Communications/Meeting | (10) Pleadings / Motions |
| (4) Court Appearances | (11) Settlement/Mediation |
| (5) Discovery | |
| (6) Document Review | |
| (7) Experts- Work or Consult | |

Status:

- (P) Partner
 (A) Associate
 (LC) Law Clerk
 (PL) Paralegal

NAME	STATUS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	Hours	Hourly Rate	Amount
Scott Tillett	A	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.7	0.0	24.0	0.0	31.7	\$395	\$ 12,521.50
Corina Valderrama	A	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.5	0.0	1.5	\$395	\$ 592.50
													0.0	\$ -	\$ -
													0.0	\$ -	\$ -
TOTALS		0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.7	0.0	25.5	0.0	33.2		\$ 13,114.00

EXHIBIT “10”

Khorrami, LLP Litigation Expenses
Case Inception to December 14, 2014

	<u>Date</u>	<u>Source</u>	<u>Memo</u>	<u>Amount</u>
1.	03/10/14	Los Angeles Superior Court	Initial Case Filing Fee	\$1,435.00
2.	05/22/14	ACE Attorney Service	Attorney Service	\$109.63
3.	06/06/14	ACE Attorney Service	Attorney Service	\$211.76
4.	06/24/14	Mileage - Attorney	Travel (Mileage)	\$14.22
5.	06/30/14	USPS	Postage & Delivery	\$36.26
6.	07/28/14	All-N-One Legal Support, Inc.	Attorney Service	\$57.50
7.	11/14/14	Mileage – Attorney	Travel (Mileage)	\$20.16
			<u>Total:</u>	\$1,884.53

EXHIBIT “11”



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A Firm-by-Firm Sampling of Billing Rates Nationwide

The *National Law Journal* asked the respondents to its 2002 survey of the nation's 250 largest law firms to provide hourly billing rate information for partners and associates firmwide. The firms that supplied information -- including some firms that are not in the NLJ 250 -- are listed below in alphabetical order. The number after a firm's name indicates the total number of attorneys at that firm. The city listed below the name of a firm is the location of the firm's principal office or largest office.

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z

A B C D

Akin, Gump, Strauss, Nauer & Feld (1,017)
(Washington, D.C.)
Partners \$350-\$600
Associates \$170-\$330

Aiston & Bird (674)
(Atlanta)
Partners \$330-\$575
Associates \$170-\$500

Alzheimer & Gray (361)
(Chicago)
Partners \$220-\$525
Associates \$115-\$360

Andrews & Kurth (375)
(Houston)
Partners \$310-\$595
Associates \$170-\$400

Arent Fox Kintner Plotkin & Kahn (249)
(Washington, D.C.)
Partners \$315-\$560
Associates \$165-\$360

Armstrong Teasdale (230)
(St. Louis)
Partners \$210-\$310
Associates \$105-\$240

Arter & Hadden (273)
(Cleveland)
Partners \$215-\$450
Associates \$150-\$285

Baker, Donohue, Bearman & Caldwell (240)
(Memphis, Tenn.)
Partners \$175-\$480
Associates \$110-\$275

Bellard Spahr Andrews & Ingersoll (441)
(Philadelphia)

Kelley Drye & Warren (358)
(New York)
Partners \$300-\$590
Associates \$180-\$375

Kramer Levin Nafaille & Frankel (285)
(New York)
Partners \$440-\$625
Associates \$210-\$440

L M N

Lane Powell Spears Lubetky (175)
(Seattle)
Partners \$225-\$380
Associates \$175-\$260

Lewis, Rice & Fingersh (170)
(St. Louis)
Partners \$160-\$355
Associates \$110-\$270

Littler Mendelson (395)
(San Francisco)
Partners \$220-\$440
Associates \$135-\$350

Locke Liddell & Sapp (408)
(Houston)
Partners \$300-\$595
Associates \$150-\$340

Loeb & Loeb (175)
(Los Angeles)
Partners \$350-\$650
Associates \$185-\$325

Lord, Blaseff & Brook (325)
(Chicago)
Partners \$165-\$510
Associates \$140-\$285

Lowenstein Sandler (193)
(Roseland, N.J.)

Partners \$240-\$525
Associates \$145-\$300

Bell, Lloyd & Lloyd (226)
(Chicago)
Partners \$250-\$550
Associates \$200-\$275

Blackwell Sanders Paper Martin (301)
(Kansas City, Mo.)
Partners \$165-\$410
Associates \$110-\$210

Blank Rome Comisky & McCauley (398)
(Philadelphia)
Partners \$285-\$565
Associates \$175-\$360

Boult, Cummings, Conners & Berry (89)
(Nashville, Tenn.)
Partners \$185-\$375
Associates \$135-\$235

Bracewell & Patterson (362)
(Houston)
Partners \$210-\$600
Associates \$125-\$325

Bradley, Arant, Rose & White (161)
(Birmingham, Ala.)
Partners \$205-\$365
Associates \$150-\$275

Brink, Hofer-Gilson & Lane (138)
(Chicago)
Partners \$295-\$500
Associates \$165-\$290

Bryan Cave (241)
(St. Louis)
Partners \$225-\$720
Associates \$135-\$410

Buchalter, Nemer, Fields & Younger (137)
(Los Angeles)
Partners \$310-\$450
Associates \$160-\$310

Buchanan Ingersoll (302)
(Pittsburgh)
Partners \$225-\$720
Associates \$135-\$360

Buckingham, Doolittle & Burroughs (135)
(Akron, Ohio)
Partners \$205-\$360
Associates \$135-\$260

Burns, Doane, Swacker & Mathis (97)
(Alexandria, Va.)
Partners \$300-\$550
Associates \$175-\$300

Burr & Forman (189)
(Birmingham, Ala.)
Partners \$205-\$365
Associates \$140-\$225

Butzel Long (204)
(Detroit)
Partners \$205-\$380
Associates \$135-\$215

Partners \$285-\$525
Associates \$140-\$295

Luco, Forward, Hamilton & Scripps (202)
(San Diego)
Partners \$310-\$500
Associates \$150-\$300

Manatt, Phelps & Phillips (244)
(Los Angeles)
Partners \$375-\$600
Associates \$200-\$335

Marshall, Dennehey, Warner, Coleman & Goggin (298)
(Philadelphia)
Partners \$130-\$255
Associates \$115-\$180

Mathews and Branscomb (51)
(San Antonio)
Partners \$175-\$325
Associates \$125-\$195

McCartor & English (270)
(Newark, N.J.)
Partners \$250-\$495
Associates \$140-\$285

McGuireWoods (554)
(Richmond, Va.)
Partners \$210-\$575
Associates \$85-\$325

Michael Best & Friedrich (349)
(Milwaukee)
Partners \$180-\$425
Associates \$180-\$240

Miller, Canfield, Paddock and Stone (301)
(Detroit)
Partners \$220-\$475
Associates \$125-\$230

Miller & Chavaler (123)
(Washington, D.C.)
Partners \$320-\$650
Associates \$175-\$340

Miller Nash (140)
(Portland, Ore.)
Partners \$210-\$350
Associates \$125-\$225

Nejison Mullins Riley & Scarborough (282)
(Columbia, S.C.)
Partners \$200-\$390
Associates \$145-\$270

Nutter, McClennen & Fish (170)
(Boston)
Partners \$330-\$480
Associates \$175-\$300

Q - R

Qbermayer Robmann Maxwell & Hippel (110)
(Philadelphia)
Partners \$300-\$475
Associates \$145-\$325

Ogletree, Deakins, Nash, Smoak & Stewart (162)

Carlos Schutte Fleming & Wright (59)

(Hennepin)
Partners \$185-\$325
Associates \$135-\$205

Carlton Fields (211)

(Tampa, Fla.)
Partners \$230-\$400
Associates \$130-\$270

Case Bigelow & Lombardi (84)

(Hennepin)
Partners \$210-\$340
Associates \$125-\$210

Chaste, Neil & Stewart (159)

(Baton Rouge)
Partners \$175-\$275
Associates \$105-\$245

Cooley Goddard (560)

(Palo Alto, Calif.)
Partners \$330-\$600
Associates \$180-\$425

Covington & Mauring (522)

(Washington, D.C.)
Partners \$325-\$600
Associates \$160-\$390

Coxon O'Connor (449)

(Philadelphia)
Partners \$185-\$450
Associates \$120-\$325

Crosby, Healey, Roach & May (237)

(Solvang, Calif.)
Partners \$315-\$454
Associates \$170-\$320

Cummings & Lockwood (171)

(Stamford, Conn.)
Partners \$230-\$450
Associates \$155-\$290

Curtis, Muller-Prevent, Calt & Peasle (168)

(New York)
Partners \$420-\$725
Associates \$180-\$435

Davis Graham & Scribner (97)

(Denver)
Partners \$200-\$425
Associates \$125-\$210

Davis Wright Tremaine (269)

(Seattle)
Partners \$225-\$525
Associates \$130-\$270

Day, Berry & Hayward (281)

(Hartford, Conn.)
Partners \$275-\$450
Associates \$160-\$330

Dickinson Wright (200)

(Detroit)
Partners \$215-\$410
Associates \$130-\$210

Dickstein Shapiro Morin & Oshinsky (311)

(Washington, D.C.)
Partners \$260-\$465
Associates \$150-\$290

(Atlanta)

Partners \$200-\$450
Associates \$170-\$265

Oppenheimer Wolff & Donnelly (246)

(Minneapolis)
Partners \$225-\$500
Associates \$125-\$375

Patton Boggs (366)

(Washington, D.C.)
Partners \$235-\$700
Associates \$180-\$315

Pentle & Edmunds (213)

(New York)
Partners \$365-\$500
Associates \$180-\$360

Pepper Hamilton (388)

(Philadelphia)
Partners \$245-\$525
Associates \$150-\$295

Perkins Cole (585)

(Boston)
Partners \$160-\$650
Associates \$135-\$415

Phelps Dunbar (329)

(New Orleans)
Partners \$145-\$300
Associates \$110-\$175

Phillips, Lytle, Hitchcock, Blaine & Huber (171)

(Burlington, N.Y.)
Partners \$185-\$350
Associates \$105-\$265

Pilger Rudnick (794)

(Chicago)
Partners \$295-\$615
Associates \$140-\$405

Pittney, Hardin, Kipp & Szuch (195)

(Morristown, N.J.)
Partners \$280-\$450
Associates \$155-\$290

Powell, Goldstein, Frezer & Murphy (201)

(Atlanta)
Partners \$265-\$515
Associates \$160-\$330

Praxson Gates & Ellis (306)

(Seattle)
Partners \$160-\$500
Associates \$110-\$410

Reed Smith (739)

(Baltimore)
Partners \$240-\$620
Associates \$100-\$435

Rehmann & Cole (202)

(Hartford, Conn.)
Partners \$260-\$500
Associates \$180-\$300

Ross & Hardies (181)

(Chicago)
Partners \$260-\$465
Associates \$150-\$290

Associates \$180-\$340
Pinehorne & Shadt (254)
 Cincinnati
 Partners \$190-\$345
 Associates \$125-\$235
Dow, Lohmes & Alberson (147)
 Westborough, D.C.
 Partners \$310-\$500
 Associates \$150-\$395
Printer Biddle & Reath (433)
 Philadelphia
 Partners \$280-\$450
 Associates \$145-\$275
Duane Meritt (493)
 Philadelphia
 Partners \$174.85-\$523.47
 Associated \$145.97-\$394.36
Dykema Gossett (353)
 Detroit
 Partners \$210-\$380
 Associates \$140-\$240
E F G
Eckart Swinburne Chertin & Meland (183)
 Pittsburgh
 Partners \$330-\$425
 Associates \$135-\$240
Edwards & Angell (250)
 Houston
 Partners \$300-\$550
 Associates \$140-\$300
Engel & Macfar & Green (333)
 New York
 Partners \$120-\$540
 Associates \$150-\$350
Fenn & Richfieldson (279)
 Boston
 Partners \$155-\$300
 Associates \$115-\$350
Foster Peppier & Shetlerman (108)
 Seattle
 Partners \$125-\$400
 Associates \$140-\$250
Foulston Searlin (73)
 Victoria, B.C.
 Partners \$195-\$300
 Associates \$100-\$155
Freder White Boggs Banker (180)
 Tampa, Fla.
 Partners \$175-\$340
 Associates \$125-\$225
Gardner Wynne Sewell (288)
 Dallas
 Partners \$150-\$550
 Associates \$130-\$310
Gibson, Gailberg, Dolan, Giffinger & Vecchiare (140)
 New York, N.Y.
 Partners \$240-\$600
 Associates \$145-\$265
Rutan & Tucker (123)
 (Costa Mesa, Calif.)
 Partners \$250-\$425
 Associates \$145-\$275
S - W
Saul Ewing (228)
 Philadelphia
 Partners \$230-\$5075
 Associates \$145-\$265
Schindler Harrison Segal & Lewis (381)
 Philadelphia
 Partners \$220-\$445
 Associated \$135-\$265 Seyfarth Shaw (395)
 Chicago
 Partners \$280-\$680
 Associates \$160-\$265
Shapiro-Pittman (407)
 Washington, D.C.
 Partners \$315-\$575
 Associates \$170-\$325
Sieppert, Mullin, Richter & Hampton (346)
 Los Angeles
 Partners \$305-\$625
 Associate \$170-\$295
Simpson & Goodwin (137)
 Hartford, Conn.
 Partners \$235-\$360
 Associates \$140-\$230
Silver Chinnille MacIn Tisdeman Epstein & Gross (153)
 New York, N.Y.
 Partners \$250-\$500
 Associates \$125-\$290
Smith, Gambrell & Burnell (137)
 Atlanta
 Partners \$185-\$465
 Associates \$120-\$350
Steel Harder & Davis (195)
 Miami
 Partners \$240-\$500
 Associates \$175-\$280
Stibel & Harrison (213)
 Louisville, Ky.
 Partners \$175-\$325
 Associates \$105-\$190
Ston Rhye (384)
 Portland, Ore.
 Partners \$210-\$400
 Associates \$240-\$340
Stratley Ransen Brown & Young (145)
 Philadelphia
 Partners \$200-\$465
 Associates \$140-\$250
Stratburger & Price (224)
 Dallas
 Partners \$150-\$450
 Associates \$135-\$250
Sugrue Mian (34)

Gray Cary Ware & Freidenrich (402)
(Palo Alto, Calif.)
Partners \$310-\$620
Associates \$195-\$345

Greenbaum Roll & McDonald (172)
(Louisville, Ky.)
Partners \$190-\$365
Associates \$130-\$205

Greenberg Glusker (104)
(Los Angeles)
Partners \$325-\$850
Associates \$210-\$325

Greenberg Traurig (878)
(Miami)
Partners \$250-\$800
Associates \$150-\$375

H - K

Haight, Brown & Banetson (91)
(Los Angeles)
Partners \$200-\$300
Associates \$115-\$175

Hate and Dorr (489)
(Boston)
Partners \$350-\$675
Associates \$230-\$395

Haynes and Boone (468)
(Dallas)
Partners \$265-\$500
Associates \$125-\$330

Hodgson Russ (189)
(Buffalo, N.Y.)
Partners \$200-\$475
Associates \$110-\$320

Hogan & Harrison (937)
(Washington, D.C.)
Partners \$230-\$750
Associates \$90-\$165

Holland & Knight (1,273)
(Washington, D.C.)
Partners \$200-\$575
Associates \$145-\$365

Holmes Roberts & Owen (188)
(Denver)
Partners \$215-\$525
Associates \$145-\$275

Hughes Hubbard & Reed (282)
(New York)
Partners \$375-\$625
Associates \$175-\$415

Musch & Spennberger (278)
(St. Louis)
Partners \$160-\$340
Associates \$115-\$185

Jackson Lewis (351)
(White Plains, N.Y.)
Partners \$245-\$450
Associates \$150-\$350

(Washington, D.C.)
Partners \$300-\$450
Associates \$200-\$350

Sutherland Asbill & Brennan (356)
(Atlanta)
Partners \$275-\$545
Associates \$160-\$280

Swidler Berlin Sheroff Friedman (298)
(Washington, D.C.)
Partners \$310-\$590
Associates \$170-\$360

Thelen Reid & Priebe (440)
(New York)
Partners \$315-\$575
Associates \$165-\$390

Thompson Coburn (280)
(St. Louis)
Partners \$180-\$400
Associates \$105-\$220

Thompson & Knight (333)
(Dallas)
Partners \$260-\$475
Associates \$155-\$250

Thorp Reed & Armstrong (103)
(Pittsburgh)
Partners \$210-\$390
Associates \$175-\$230

Townsend and Townsend and Crew (151)
(San Francisco)
Partners \$415-\$525
Associates \$265-\$355

Vedder, Price, Kaufman & Kammholz (213)
(Chicago)
Partners \$270-\$495
Associates \$165-\$290

Venable (448)
(Baltimore)
Partners \$250-\$670
Associates \$165-\$310

Vorys, Sater, Seymour and Pease (253)
(Columbus, Ohio)
Partners \$235-\$400
Associates \$125-\$260

Wiley, Rein & Fielding (221)
(Washington, D.C.)
Partners \$300-\$525
Associates \$160-\$290

Williams & Connolly (211)
(Washington, D.C.)
Partners \$350-\$600
Associates \$185-\$330

Williams Mullen (237)
(Richmond, Va.)
Partners \$185-\$370
Associates \$125-\$225

Winstead Sachrest & Minick (333)
(Dallas)
Partners \$250-\$540
Associates \$145-\$300

Jenkins & Gilchrist (573)
(Dallas)
Partners \$275-\$525
Associates \$165-\$380

Jenner & Block (390)
(Chicago)
Partners \$350-\$625
Associates \$185-\$350

**Jones, Walker, Waechter, Polkavert, Carrère &
Dunègre (217)**
(New Orleans)
Partners \$170-\$335
Associates \$110-\$185

Wendie Carlyle Sandridge & Rice (437)
(Winston-Salem, N.C.)
Partners \$190-\$500
Associates \$125-\$265

Wyatt, Tarrant & Combs (201)
(Louisville, Ky.)
Partners \$150-\$310
Associates \$100-\$190

(The National Law Journal, December 2003)

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On October 26, 2018, I served true copies of the following document(s) described as **DECLARATION OF RAYMOND P. BOUCHER IN SUPPORT OF PLAINTIFFS' MOTIONS FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS** on the interested parties in this action as follows:

BY ELECTRONIC SERVICE: Pursuant to the Court Order Authorizing Electronic Service, entered in this case, I provided the document(s) listed above electronically on the CASE ANYWHERE Website to the parties on the Service List maintained on the CASE ANYWHERE Website for this case. Case Anywhere is the on-line e-service provider designated in this case.

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

Executed on October 26, 2018, at Woodland Hills, California.

Tricia Yue