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Attorneys for Defendant MI PUEBLO SAN JOSE, INC.

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 FOR THE COUNTY OF ALAMEDA

9 LORENA GÓMEZ and ANIELKA
10 RODRÍGUEZ, on their own behalf, on behalf
of others similarly situated and the general
11 public,

12 Plaintiffs,

13 vs.

14 MI PUEBLO SAN JOSE, INC., a California
corporation; BENJAMIN DE ANDA, an
15 individual; and DOES 1 through 10, inclusive,

16 Defendants.

Case No.: RG 07354914

DECLARATION OF DANIEL H.
HANDMAN IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Judge: Hon. Steven A. Brick
Hearing Date: November 23, 2009
Time: 3:00 p.m.
17 Dept: 17

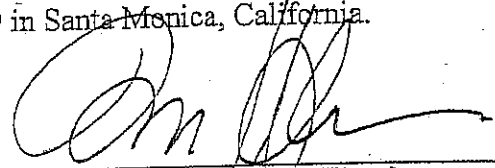
18 I, Daniel H. Handman, an adult resident of the State of California, submit the following
19 Declaration in connection with the Motion for Preliminary Approval of a Class Action
20 Settlement.

21 1. I am lead counsel to the Defendant Mi Pueblo San Jose, Inc. in the above-
22 referenced matter. I have personal knowledge of the matters stated herein.

23 2. Attached hereto as Exhibit A is a true and correct copy of the settlement agreement
24 involving the class action settlement in this case. I recognize my signature and the signature of
25 Mr. Chavez (on behalf of Defendant) on the settlement agreement.

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

3 Executed this 11th day of November 2009 in Santa Monica, California.



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5 Daniel H. Handman
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CURIALE HIRSCHFELD KRAEMER LLLP
ATTORNEYS AT LAW
SANTA MONICA

Exhibit A

Settlement Agreement of Class Claims

The following outlines the settlement terms to settle the class action wage and hour claims in the case entitled *Lorena Gomez, Anielka Rodriguez v. Mi Pueblo San Jose, Inc., Benjamin De Anda*, Alameda County Superior Court, Case No. RG 07354914 (the "Litigation").

1. No admission of liability on the part of Defendant Mi Pueblo San Jose, Inc ("Mi Pueblo").
2. The parties agree that, subject to court approval, Plaintiffs will dismiss without prejudice the following causes of action: Second (meal and rest periods), Third (overtime and all hours worked), and Fourth (itemized wage statements). The parties also agree that, subject to court approval, Plaintiffs will dismiss without prejudice the portions of the Fifth (waiting time penalties) and Sixth (unfair business practice) causes of action to the extent that they relate to any claim other than the claims for alleged unlawful deductions for uniforms, tools, and equipment.
3. With respect to the remaining causes of action: First (unlawful deductions), and remaining portions of the Fifth (waiting time penalties), and Sixth (unfair business practice) causes of action, Mi Pueblo shall pay a gross amount of \$650,000.00 (Six Hundred Fifty Thousand Dollars) ("Settlement Fund"). The Settlement Fund shall be a "no claims made," no-reversion, common settlement fund. Any amount from expired, uncashed settlement checks will be paid in equal proportion to two charities, with each side selecting a qualified 501(c)(3) charity whose mission must be related to the claims made in the Litigation or to provide educational assistance for the Mexican-American communities in the Northern California area, in accordance with the distribution schedule described below in paragraph 12.
4. Class Definition: All non-exempt employees of Mi Pueblo who, during the Class Period, had a paycheck deduction for uniforms, tools, or equipment. The parties estimate the Class to be approximately 3,000 people.
5. Class Period: April 17, 2004, through and including September 30, 2008.
6. The parties agree to the designation of Sullivan Taketa LLP and the Law Offices of Enrique Martínez as counsel for the Settlement Class for all purposes in the Litigation.
7. Class Counsel shall petition the Court for an attorneys' fees award of 25% of the gross Settlement Fund, including any interest, plus up to a maximum of \$40,000.00 (Forty Thousand Dollars) for reasonable costs, subject to approval by the Court. Defendant Mi Pueblo agrees not to object to Class Counsel's fee and cost application up to the specified amounts. The parties agree that the apportionment of attorneys' fees and costs among Class Counsel is an independent and separate agreement among Class Counsel.
8. Settlement administration costs shall be paid to Desmond, Marcella & Amster, Rosenthal & Co. LLC or other Claims Administrator that shall be agreed to by the parties by February 19, 2009 ("Claims Administrator"), which shall be separate from the attorneys' fees and costs. If the parties cannot agree on a Claims Administrator, the parties delegate to mediator Michael Loeb the choice of such administrator, unless his nominee purports to charge fees materially higher than those that would be charged by the nominee of the party objecting to his choice.

9. The parties agree to the designation of Plaintiffs as Class Representatives. The Class Representatives shall receive enhancement awards at no additional cost to Defendant, and subject to Court approval. Class Counsel shall file for class representative enhancement awards of \$1,500 to Lorena Gómez, and \$1,500 to Anielka Rodríguez, in addition to their pro rata share of the settlement fund. The Claims Administrator shall pay the enhancement awards from Settlement Fund after fees and costs are deducted.

10. Tax treatment:

- a. 20% of each payment as wages subject to tax withholdings; and
- b. 80% of each payment as penalties and interest (1099, subject to income but not payroll taxes). Mi Pueblo shall be responsible for only the employer share of any payroll taxes, if any.

11. Tax treatment of incentive award: 1099 Misc. income (no payroll taxes)

12. The parties shall not delay the settlement, and shall cooperate and use their best efforts to obtain a court-approved final settlement by no later than July 16, 2009, and all payments made before August 21, 2009. Subject to court approval, the following is a proposed settlement-approval schedule, which the parties shall use their best efforts to meet but which the parties agree does not constitute a breach of the settlement if the schedule is reasonably delayed by a factor outside either parties' control:

- a. Joint Notice to the Court of the settlement by February 23, 2009
- b. Mi Pueblo provides the names, addresses, last known contact information, and dates of employment for each class member to the Claims Administrator by March 12, 2009
- c. File for preliminary approval by March 20, 2009
- d. Preliminary approval hearing on or before April 16, 2009
- e. Notice sent to class on April 24, 2009
- f. Follow up mailing (for returns, incorrect addresses) by May 22, 2009
- g. Deadline to opt out/object: June 25, 2009
- h. File for final approval June 30, 2009
- i. Hearing on final approval July 16, 2009.
- j. Defendant's deposit of the Settlement Fund with the Claims Administrator within 7 days of final approval.
- k. Payments to Class Counsel and incentive award to Class Representatives within 14 days of final approval of settlement.
- l. Payments to class within 30 days of final approval.

13. Upon final payment of the Settlement Fund, Plaintiffs agree to separately waive and release all claims related to their employment with Defendant Mi Pueblo to the maximum extent permitted by law, and agree to a separate general release under California Civil Code § 1542. Upon final payment of the Settlement Fund, Plaintiffs shall file a dismissal with prejudice of the remaining causes of action: First (unlawful deductions), Fifth (waiting time penalties) and Sixth (unfair business practice) causes of action to the extent that they relate to the claims for alleged unlawful deductions for uniforms, tools, and equipment. Other than as stated above, each side shall bear their own attorneys' fees and costs.

14. The form of the notice to be sent to the Class Members is to be mutually agreed upon by the parties and presented for approval to the judge assigned to this case. The parties agree that the class notice shall

be in English and Spanish and shall state that the settlement is of disputed claims, and that there shall be no retaliation for participating in the settlement.

15) The Class Representatives, Defendant, and their respective counsel will not make any public disclosure of the Settlement until after the filing of the motion for Preliminary Approval of the Settlement. The parties agree that Defendant may make such disclosures as required in Defendant's ordinary course of business. Class Counsel will take all steps necessary to ensure the Class Representatives are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. After (and assuming) the Court provides final approval of the Settlement, the Class Representatives if asked any questions about the settlement or the matters giving rise to it will only direct the person or entity to a copy of the class notice.

16. The Parties, and signatories below, represent that they have authority to execute and bind their respective party to the above-stated settlement. The Parties agree that this proposal is enforceable pursuant to California Code of Civil Procedure section 664.6, and stipulate that the court shall maintain jurisdiction to enforce the above settlement.

Lorena Gómez

Dated: _____


Juvenal Chávez
Mi Pueblo San Jose, Inc.

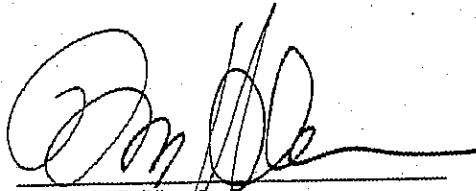
Dated: 2/16/09

Anielka Rodríguez

Dated: _____

Approved as to form by Counsel:

Enrique Martínez
Law Offices of Enrique Martinez
Dated: _____
Counsel for Plaintiffs



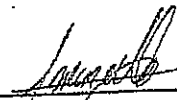
Daniel H. Haneman
Curiale Dellaverson Hirschfeld & Kramer
Dated: November 11, 2009
Counsel for Defendant

Donn Taketa
Sullivan Taketa LLP
Dated: _____
Counsel for Plaintiffs

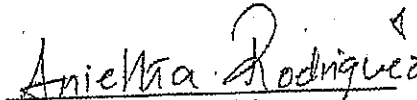
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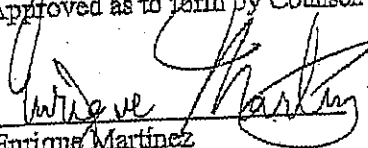
Lorena Gomez
Dated: Feb. 17, 2009



Anielka Rodriguez
Dated: Feb. 17, 2009

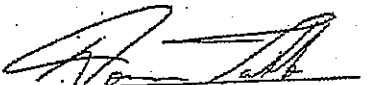
Juvenal Chávez
Mi Pueblo San Jose, Inc.
Dated: _____

Approved as to form by Counsel:



Enrique Martinez
Law Offices of Enrique Martinez
Dated: Feb. 17, 2009
Counsel for Plaintiffs

Daniel H. Handman
Curiale Dellaverson Hirschfeld & Kramer
Dated: _____
Counsel for Defendant



Donn Taketa
Sullivan Taketa LLP
Dated: Feb. 17, 2009
Counsel for Plaintiffs

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 31351 Via Colinas, Suite 205, Westlake Village, California 91362.

On November 16, 2009, I caused the foregoing document(s) described as **DECLARATION OF DANIEL H. HANDMAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL** to be served on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

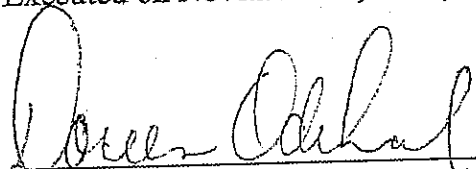
Daniel H. Handman, Esq.
Curiale Hirschfeld & Kraemer, LLP
The Water Garden
2425 Olympic Boulevard, Suite 550, East Tower
Santa Monica, California 90404
Facsimile: (310) 255-0986

Attorneys for Defendants

- BY MAIL AS FOLLOWS: I caused such envelope to be deposited in the mail at Westlake Village, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the Firm's practice of collecting and processing correspondence for mailing with the United States Postal Service. It is deposited with the U.S. Postal Service on the same day in the ordinary course of business.
- BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the offices of the addressee(s).
- BY OVERNIGHT COURIER: I caused the above-referenced document to be delivered to CALIFORNIA OVERNIGHT for delivery to the above address.
- BY FACSIMILE MACHINE: I am "readily familiar" with the Firm's practice of collecting and processing correspondence which is sent via facsimile. It is transmitted to the recipient on the same day in the ordinary course of business.

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

Executed on November 16, 2009, at Westlake Village, California.



Doreen Odehnal