

JARED L. PALMER, CA Bar No. 287974  
 jared.palmer@ogletree.com  
 OGLETREE, DEAKINS, NASH,  
 SMOAK & STEWART, P.C.  
 One Embarcadero Center, Suite 900  
 San Francisco, CA 94105  
 Telephone: 415-442-4810  
 Facsimile: 415-442-4870

ALEXANDER M. CHEMERS, CA Bar No. 263726  
 alexander.chemers@ogletree.com  
 OGLETREE, DEAKINS, NASH,  
 SMOAK & STEWART, P.C.  
 One Embarcadero Center, Suite 900  
 San Francisco, CA 94111  
 Telephone: 415-442-4810  
 Facsimile: 415-442-4870

Attorneys for Defendants FLOWERS FOODS, INC.,  
 FLOWERS BAKERIES, LLC, FLOWERS BAKING  
 CO. OF MODESTO, LLC, FLOWERS BAKING CO.  
 OF HENDERSON, LLC

*[Additional Counsel On Next Page]*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF SAN MATEO**

JOSE MACIEL, an individual, on behalf of  
 The State of California and all similarly-  
 aggrieved employees,

Plaintiff,

vs.

FLOWERS FOODS, INC., a Georgia  
 corporation; FLOWERS BAKERIES, LLC, a  
 Georgia limited liability company, FLOWERS  
 BAKING COMPANY OF MODESTO, LLC,  
 a California limited liability company;  
 FLOWERS BAKING COMPANY OF  
 HENDERSON, LLC, a Nevada limited  
 liability company,

Defendants.

Case No. 20-CIV-02959

[Assigned for All Purposes to The Hon. Robert  
 D. Foiles, Dept. 21]

**PAGA SETTLEMENT AND RELEASE  
 AGREEMENT**

Complaint Filed: July 17, 2020

Trial Date: None Set

1 CRAIG M. NICHOLAS, CA Bar No. 178444  
2 ALEX TOMASEVIC, CA Bar No. 245598  
3 SHAUN MARKLEY, CA Bar No. 291785  
4 NICHOLAS & TOMASEVIC, LLP  
5 225 Broadway, 19th Floor  
6 San Diego, Ca 92101  
7 Telephone: (619) 325-0492  
8 Fax: (619) 325-0496  
9 Email: cnicholas@nicholaslaw.org  
10 Email: atomasevic@nicholaslaw.org  
11 Email: smarkley@nicholaslaw.org

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
Attorneys for Plaintiff JOSE MACIEL

1 Plaintiff Jose Maciel (“Plaintiff”), individually and in his capacity as  
2 representative of the State of California on behalf of other PAGA Settlement  
3 Members, and Defendants Flowers Foods, Inc., Flowers Bakeries, LLC, Flowers  
4 Baking Co. of Modesto, LLC, and Flowers Baking Co. of Henderson, LLC  
5 (“Defendants”), enter into this PAGA Settlement and Release Agreement  
6 (“Agreement”) as follows:

7 **1. DEFINITIONS**

8 As used in this Settlement, these terms shall have these meanings:

9 “Action” means this action, entitled *Jose Maciel, an individual, on behalf of the*  
10 *State of California and all similarly-aggrieved employees v. Flowers Foods, Inc., a*  
11 *Georgia corporation; Flowers Bakeries, LLC, a Georgia limited liability company;*  
12 *Flowers Baking Company of Modesto, LLC, a California limited liability company;*  
13 *Flowers Baking Company of Henderson, LLC, a Nevada limited liability company,*  
14 *filed on July 17, 2020, and which is pending in the Superior Court of the State of*  
15 *California for the County of San Mateo, Case No. 20-CIV-02959. The Representative*  
16 *Action Complaint For: (1) Civil Penalties Under the Private Attorneys General Act,*  
17 *Labor Code Sections 2699, Et Seq. is the operative Complaint in the Action. The*  
18 *Parties have agreed that this Action shall be dismissed without prejudice and, subject*  
19 *to court approval, consolidated into Daniel Ludlow, et al. v. Flowers Foods, Inc. et al.,*  
20 *pending in the United States District Court for the Southern District of California, Case*  
21 *No. 3:18-CV-1190-JO-JLB (the “Ludlow Action”), for settlement purposes only.*

22 “Administrator” or “Settlement Administrator” means Rust Consulting, an  
23 Exela Technologies Brand or other administrator designated by the Parties, the neutral  
24 entity the Parties have agreed to appoint to administer the Settlement.

25 “Agreement” means this PAGA Settlement and Release Agreement including  
26 all recitals and attached exhibits.

27 “Court” means the Superior Court of the State of California for the County of  
28 San Mateo.

1 “Defendants” means Flowers Foods, Inc., Flowers Bakeries, LLC, Flowers  
2 Baking Co. of Modesto, LLC, and Flowers Baking Co. of Henderson, LLC.

3 “Defense Counsel” means Jared L. Palmer and Alexander M. Chemers of  
4 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

5 “Effective Date” of this Agreement means the date when the *Ludlow* court has  
6 granted approval of this Settlement, has granted final approval of the settlement  
7 agreement in the *Ludlow* Action, the PAGA claim is dismissed with prejudice, and the  
8 court’s order in the *Ludlow* Action becomes Final.

9 “Final” shall mean the day following the day the final order and judgment in the  
10 *Ludlow* Action becomes final and effective. It is the intention of the Parties that the  
11 settlement shall not become effective until the court’s final approval order and  
12 judgment for the *Ludlow* Action, including approval of this PAGA settlement, have  
13 become completely final and until there is no timely recourse by an appellant or  
14 objector who seeks to contest the comprehensive settlement.

15 “LWDA” means the California Labor and Workforce Development Agency, the  
16 agency entitled, under California Labor Code section 2699, subd. (i).

17 “LWDA PAGA Payment” means the 75% of the PAGA Fund paid to the  
18 LWDA under California Labor Code section 2699, subd. (i).

19 “Net Settlement Amount” or “PAGA Fund” means the Gross Settlement  
20 Amount, as set forth below, minus the following payments in amounts approved by  
21 the Court: fees and costs incurred by Plaintiff’s Counsel, and fees and costs incurred  
22 by the Settlement Administrator. The PAGA Fund shall be allocated 75% to the  
23 LWDA and 25% to the PAGA Settlement Members.

24 “PAGA” means the California Labor Code Private Attorneys General Act of  
25 2004, codified at California Labor Code section 2698, et seq.

26 “PAGA Fund” is the Net Settlement Amount defined above, and shall be  
27 allocated 75% to the LWDA and 25% to the PAGA Settlement Members.

28 “PAGA Members’ Information” means PAGA Settlement Member identifying

information in Defendants' possession, including for each PAGA Settlement Member: (i) full name; (ii) last known mailing address; (iii) social security number; and (iv) number of Pay Periods during the "PAGA Period."

"PAGA Notice" means the letter Harold Wilson filed with the LWDA on his own behalf and on behalf of the PAGA Settlement Members on April 10, 2020, and the letter Plaintiff filed with the LWDA on his own behalf and on behalf of the PAGA Settlement Members on June 10, 2020, that substituted Plaintiff for Harold Wilson. Both letters allege Defendants committed certain violations of the California Labor Code. See Exhibit A, attached hereto.

"PAGA Period" means April 10, 2019 through the date of approval of the PAGA Settlement and Release Agreement.

"PAGA Settlement Members" means all persons who worked as distributors in California pursuant to a "Distributor Agreement" with Flowers Baking Co. of Henderson, LLC or Flowers Baking Co. of Modesto, LLC, that were classified as "independent contractors" at any time during the PAGA Period. The PAGA Settlement Members are listed on the spreadsheet attached hereto as Exhibit B.

"Pay Period" means any pay period (workweek) during the PAGA Period when a PAGA Settlement Member performed distribution services pursuant to a Distributor Agreement.

"Plaintiff" means Jose Maciel, individually and in his capacity as representative of the State of California on behalf of other PAGA Settlement Members.

"Plaintiff's Counsel" means Craig M. Nicholas, Alex Tomasevic and Shaun Markley of Nicholas & Tomasevic, LLP.

"Parties" means Plaintiff, individually and on behalf of the PAGA Settlement Members, and Defendants.

"Released PAGA Claims" means the claims being released by the PAGA Settlement Members, including Plaintiff, and by Plaintiff's Counsel, as described in Paragraphs 6(a)-(b), below.

“Released Parties” means (a) Flowers Baking Co. of Henderson, LLC; (b) Flowers Foods, Inc.; (c) Flowers Bakeries, LLC; (d) Flowers Baking Co. of California, LLC; (e) Flowers Baking Co. of Modesto, LLC and (f) all of Flowers’ current or former parent companies, subsidiary companies, and/or related, affiliated, or predecessor companies, partnerships, and/or joint ventures, and, with respect to each of them, all of its past, present, and future employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors. Said parties shall be referred to collectively herein as the “Released Parties.”

“Settlement” means the disposition of this Action effected by this Agreement.

## **2. RECITALS**

On April 10, 2020, and June 10, 2020, Plaintiff’s counsel sent the PAGA Notice to the LWDA on behalf of Plaintiff pursuant to California Labor Code section 2699.3. Plaintiff sought to represent himself and all PAGA Settlement Members. At no time did the LWDA indicate an intention to investigate the alleged violations referenced in the letters.

A. Plaintiff’s Counsel filed on July 17, 2020, in the Superior Court of California, County of San Mateo, a civil lawsuit.

B. On January 4, 2021, Defendants filed a motion to stay the Action pending final resolution of the duplicative representative action brought by Plaintiff’s counsel under the California Private Attorneys General Act of 2004 (“PAGA”) entitled *Simon Goro, et al. v. Flowers Foods, Inc., et al.*, then pending in the United States District Court for the Southern District of California, Case No. 3:17-cv-02580-JO-JLB (the “*Goro* PAGA Action” or “*Goro*”). The Court granted Defendants’ motion to stay the Action in an order signed on April 29, 2021, and entered the order on May 3, 2021, finding the *Goro* PAGA Action was the first-

1 filed action as it was commenced in 2017 in San Diego Superior Court and  
2 removed to federal court. The Court's order further found that this Action and  
3 the *Goro* PAGA Action "involve [] substantially the same parties and issues,  
4 namely PAGA penalties arising from the misclassification of employees as  
5 independent workers."

6 C. The *Goro* PAGA Action was filed on November 27, 2017, in the Superior Court  
7 of California, County of San Diego. The matter was removed on December 28,  
8 2017, to the United States District Court for the Southern District of California,  
9 based on diversity of citizenship. On March 22, 2018, the *Goro* plaintiffs filed  
10 a First Amended Complaint, alleging the violations set forth in their PAGA  
11 notice by adding a ninth cause of action for enforcement of PAGA, California  
12 Labor Code sections 2698, *et seq.* After the *Goro* defendants' motion to dismiss  
13 was granted without prejudice, the *Goro* plaintiffs filed their operative Second  
14 Amended Complaint on January 15, 2019, adding additional allegations to  
15 support their PAGA cause of action.

16 D. The *Goro* PAGA Action and settlement, like in this Action, covered all persons  
17 who worked as distributors in California pursuant to a "Distributor Agreement"  
18 with Flowers Baking Co. of Henderson, LLC or Flowers Baking Co. of  
19 Modesto, LLC, that were classified as "independent contractors." The *Goro*  
20 PAGA release period was November 27, 2016 through October 11, 2022. The  
21 *Goro* PAGA Action settled for \$800,000 total. The only California Labor Code  
22 sections not alleged in the *Goro* PAGA Action, but alleged in this Action  
23 include sections 226.8 (willful misclassification) and 2750.2 (California's  
24 codified ABC Test for independent contractor classification).

25 E. After several years of litigation and extensive formal discovery and motion  
26 practice, the parties in the *Goro* PAGA Action agreed to engage in private  
27 mediation, which took place on October 7, 2022, with mediator Hon. Herbert  
28 B. Hoffman, Ret. ("Judge Hoffman"). The *Goro* parties engaged in extensive

1 negotiations at mediation, which involved substantial offers and counteroffers  
2 between the parties for an entire day. The mediation resolved with the parties  
3 accepting Judge Hoffman's mediator's proposal on October 11, 2022. The court  
4 granted the *Goro* plaintiffs' motion for approval of PAGA settlement on March  
5 1, 2023. The *Goro* PAGA Action was subsequently dismissed with prejudice  
6 on March 21, 2023.

7 F. With the *Goro* PAGA Action fully resolved, the Parties agreed to engage in  
8 private mediation to resolve this Action and two other federal cases brought by  
9 Plaintiff's counsel against Flowers Foods, Inc., Flowers Bakeries, LLC, and  
10 Flowers Finance, LLC: (1) the *Ludlow* Action; and (2) *Jose Maciel, et al. v.*  
11 *Flowers Foods, Inc., et al.*, Civil Action No. 3:20-cv-02059-JO-JLB  
12 (transferred to S.D. Cal. and consolidated with the *Ludlow* Action) (the "*Maciel*  
13 *Federal Action*"). The Parties engaged in three days of mediation with Judge  
14 Hoffman, which took place on August 15, 16, and 29, 2023. The Parties  
15 engaged in extensive negotiations at mediation, which involved substantial  
16 offers and counteroffers between the Parties for three full days, with the Parties  
17 ultimately reaching a settlement on August 29, 2023, and agreeing to a binding  
18 term sheet encompassing this Action, the *Ludlow* Action, and the *Maciel*  
19 *Federal Action*, subject to court approval.

20 G. Counsel for all Parties have thoroughly investigated the facts and legal  
21 principles relating to the claims and defenses alleged in the PAGA Notice, the  
22 Complaint, and the Answer. The Parties' counsel have concluded the  
23 Agreement is fair, reasonable, and adequate in light of all known facts and  
24 circumstances, including the defenses asserted by Defendants, potential adverse  
25 findings regarding liability, numerous potential appellate issues, and significant  
26 overlap with the settled *Goro* PAGA Action.

27 H. Defendants deny, and continue to deny, each and every claim and contention  
28 alleged in the PAGA Notice and in the Complaint, and have always maintained

1 that none of them has ever engaged in any unlawful acts regarding any of the  
2 matters alleged in the PAGA Notice or in the Action.

3 NOW, THEREFORE, in consideration of the mutual covenants, promises, and  
4 conditions set forth, the Parties agree as follows.

5 **3. NON-ADMISSION OF LIABILITY OR REPRESENTATIVE**  
6 **MANAGEABILITY FOR OTHER PURPOSES**

7 This Agreement represents a compromise and settlement of highly disputed  
8 claims. Based on the factual and legal issues involved, the expense and time necessary  
9 to prosecute the Action through trial, the risks, uncertainty, and costs of further  
10 prosecution, the difficulty of proof necessary to establish a manageable group for  
11 purposes of liability, and the relative benefits to the PAGA Settlement Members of an  
12 expeditious resolution to the Action, the Parties have concluded that the terms set forth  
13 in this Agreement are fair, reasonable, adequate, and in the best interests of the PAGA  
14 Settlement Members.

15 By entering into this Agreement, Defendants deny any liability for any of the  
16 claims in the Action, as well as any other potential or unknown claims based on wage  
17 and hour violations under California or federal law. Defendants specifically deny that  
18 any one of them has engaged in any unlawful or wrongful conduct against Plaintiff or  
19 any of the PAGA Settlement Members. Nothing in this Agreement is intended or  
20 should be construed as an admission by any of the Parties that the claims or defenses  
21 in the Action have merit. The Parties agree that representative treatment of the PAGA  
22 Settlement Members is for purposes of this Settlement only, and that there is no  
23 admission of representative manageability for any purpose other than this Settlement,  
24 or that may be asserted in any other dispute, claim or lawsuit.

25 If for any reason this Settlement does not become Final, Defendants reserve all  
26 available defenses to the claims in the Action, and Plaintiff reserves the right to contest  
27 Defendants' defenses. This Agreement, any documents referred to herein, and the  
28 Parties' actions taken to carry out this Settlement, are not admissible in connection

with any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement) and may not be construed or used as an admission or concession of unlawful conduct, fault, wrongdoing or liability on Defendants' part.

**4. TERMS OF THE PAGA SETTLEMENT**

**a. Gross Settlement Amount and PAGA Settlement Members' Information**

If the Settlement is approved by the court in the *Ludlow* Action and becomes Final, Defendants shall pay a non-reversionary monetary settlement payment in the total amount of \$200,000 ("Gross Settlement Amount" or "GSA"), inclusive of fees and costs. This payment shall be made from the Settlement Fund detailed in the Class Action Settlement Agreement and Release in the *Ludlow* Action and *Maciel* Federal Action. The Gross Settlement Amount is the maximum amount Defendants can be required to pay under this Settlement. This Settlement shall be funded within thirty (30) days of the Effective Date ("Final Payment Date").

The Parties agree to allocate 100% of the Gross Settlement Amount to civil penalties, attorneys' fees and costs, settlement administrator fees and costs, and thus not to wages. The payment of individual PAGA payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the PAGA Settlement Members beyond those specified in this Agreement.

**b. Settlement Administrator's Fees and Costs**

If approved by the court in the *Ludlow* Action, the Settlement Administrator shall receive a payment for its fees and expenses, to be paid from the common fund established through the *Ludlow* Action.

**c. Attorneys' Fees and Costs**

Plaintiff's Counsel will apply for fees and costs in the *Ludlow* Action from the common fund established in that case subject to that court's approval.

**d. PAGA Fund**

Seventy-five percent (75%) (\$150,000) will be sent to the LWDA and 25%

(approximately \$50,000) will be allocated among the PAGA Settlement Members based on proportionate number of pay periods worked during the PAGA Period as set forth in Section 5.a.

**5. COMPUTATION AND DISTRIBUTION OF THE PAGA FUND**

**a. Formula for Calculating Share of PAGA Fund**

The portion of the PAGA Fund to be paid to each PAGA Settlement Member shall be determined based on this formula:

The payments to PAGA Settlement Members will be based on the number of weekly periods under contract for each PAGA Settlement Member during the PAGA Period. The value of a weekly period will be calculated by dividing the 25% portion of the PAGA Fund paid to PAGA Settlement Members by the total number of weekly periods for all PAGA Settlement Members during the PAGA Period. The resulting value will then be multiplied by the number of weekly periods for each PAGA Settlement Member to calculate the individual PAGA payment ("Individual Payment").

**b. Distribution of PAGA Fund by Settlement Administrator**

The Administrator verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administrator's expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

Within twenty (20) days of the Effective Date, Defendants shall transmit the PAGA Members' Information via e-mail to the Settlement Administrator through use of a secure, password-protected file. The Administrator must maintain the PAGA Members' Information in confidence and use it for no other purpose than the Settlement. Defendants shall fully fund the GSA by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

1        Within twenty (20) days after Defendants have fully funded the Gross  
2 Settlement Amount, the Settlement Administrator shall calculate and distribute  
3 payments to the PAGA Settlement Members and to the LWDA. The Settlement  
4 Administrator shall disburse the payments to the PAGA Settlement Members, as set  
5 forth herein, without asking or requiring PAGA Settlement Members to submit any  
6 claim as a condition of payment.

7        Payments to PAGA Settlement Members shall be made by check via U.S. Mail,  
8 postage prepaid, to their last known addresses. Prior to the initial mailing to PAGA  
9 Settlement Members, the Settlement Administrator shall conduct a search of the  
10 National Change of Address ("NCOA") database to update PAGA Settlement  
11 Members' mailing addresses, if necessary. The Administrator will skip-trace and re-  
12 mail all returned, undeliverable mail within seven days of receiving notice that the  
13 mailing was undeliverable.

14        The Administrator shall maintain a list of postmarked dates for the initial  
15 mailing of payments to the PAGA Settlement Members, and a list of PAGA Settlement  
16 Members who have not cashed the checks. All checks disbursed under the terms of  
17 this Agreement will remain valid and negotiable for 180 days from the date of their  
18 execution. The Administrator shall promptly send a replacement check to any PAGA  
19 Settlement Member whose original check was lost or misplaced, as requested by the  
20 PAGA Settlement Member prior to the void date. After 180 days, any uncashed  
21 checks will be void. The value of these uncashed checks will be paid, by the  
22 Administrator to Refugee Net for the benefit of child services, a cy pres charitable  
23 organization. The Administrator will prepare and issue IRS Form 1099s to PAGA  
24 Settlement Members who received payments and cashed checks, if so required under  
25 Federal or California law.

26        Any information provided by the Parties to each other, or by either of them to  
27 the Administrator, may be used only with respect to this Settlement, and existing  
28 copies shall be destroyed at any Parties' request, after the Administrator has

1 discharged its obligation to pay out all Settlement funds.

2 The Settlement Administrator also shall pay an amount equivalent to 75% of  
3 the PAGA Fund to the LWDA, or as otherwise directed by the Court. A copy of the  
4 check that the Settlement Administrator mails to the LWDA shall be provided to  
5 counsel for both Parties within five (5) business days of mailing.

6 The Administrator will also handle payment of Plaintiff's Counsel's attorneys'  
7 fees and costs as approved by the Court.

8 **6. RELEASE OF CLAIMS**

9 **a. Claims Released by the LWDA and PAGA Settlement**  
10 **Members (Released PAGA Claims)**

11 Upon the Effective Date, and subject to Defendants' funding of the GSA, the  
12 Plaintiff, as representative of the State of California and on behalf of the LWDA and the  
13 PAGA Settlement Members, and his respective former and present representatives,  
14 agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release  
15 the Released Parties from all claims for PAGA penalties during the PAGA Period that  
16 were alleged in, or that could have been alleged based on the facts alleged in, the PAGA  
17 Notice and the Action (the "Released PAGA Claims").

18 The Parties agree that the Settlement shall be effective as a full and final accord  
19 and satisfaction, settlement of, and as a bar to, the Released PAGA Claims. The Parties  
20 further agree the Settlement shall be binding on the PAGA Settlement Members,  
21 including the Plaintiff, the LWDA, the State of California, Defendants, and the  
22 Released Parties. As a result of this release, the PAGA Settlement Members will be  
23 unable to bring a claim under, or recover in any other claim encompassed within the  
24 Released PAGA Claims.

25 **b. Release by Plaintiff's Counsel**

26 The Agreement includes and resolves all claims for attorney's fees or costs that  
27 Plaintiff or Plaintiff's Counsel may have under PAGA in the Action. *See, e.g.,* Labor  
28 Code, § 2699(g)(1).

1                   **c. Tax Treatment and Indemnification**

2           The Settlement Administrator will issue a Form 1099-Misc., and any other  
3 required tax form(s), to PAGA Settlement Members relating to these payments.  
4 PAGA Settlement Members, including Plaintiff, and Plaintiff's Counsel shall assume  
5 any tax obligations or consequences that may arise from payments made to them under  
6 this Settlement. PAGA Settlement Members, including Plaintiff, and Plaintiff's  
7 Counsel shall also hold Defendants harmless, and indemnify them, from any dispute  
8 or controversy regarding any division or sharing of any of these payments.

9           Neither Parties nor their counsel are providing any advice regarding taxes or  
10 taxability, nor shall anything in this Settlement be relied upon as such within the  
11 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as  
12 amended) or otherwise.

13                   **7. MISCELLANEOUS PROVISIONS**

14                   **a. Mutual Full Cooperation**

15           Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel agree to  
16 cooperate fully with each other to accomplish the terms of this Settlement, including,  
17 but not limited to, execution of such documents, and to take such other action as may  
18 reasonably be necessary to implement the terms herein. If the court in the *Ludlow*  
19 Action does not approve this Settlement or conditions its approval on any material  
20 change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously  
21 and in good faith work together on the Parties' behalf to modify the Agreement or  
22 submit supplemental evidence and supplementing points or authorities, if requested by  
23 the *Ludlow* court, or to otherwise satisfy the *Ludlow* court's concerns.

24           In the event the Parties are unable to agree upon the form or content of any  
25 document necessary to implement the Settlement, or on any modification of the  
26 Agreement that may become necessary to implement the Settlement, the Parties will  
27 seek the assistance of Judge Hoffman to see if the issues can be resolved.

28

1                   **b. Parties' Representations**

2           The Parties and their counsel represent they are authorized to enter into this  
3 Agreement. The Parties and their counsel also represent and warrant that they have  
4 not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
5 transfer, or encumber to any person or entity any portion of any liability, claim,  
6 demand, action, cause of action, or right released and discharged by the Party in this  
7 Settlement.

8           The Parties and their counsel represent that they are not aware of any other  
9 pending matter or action asserting claims that will be extinguished or affected by the  
10 Settlement.

11                   **c. Binding Nature of the Agreement**

12           This Agreement shall be binding upon, and inure to the benefit of, the successors  
13 or assigns of the Released Parties. This Settlement shall be binding upon Plaintiff and  
14 the PAGA Settlement Members, and upon their respective former and present spouses,  
15 representatives, agents, attorneys (including Plaintiff's Counsel), heirs, administrators,  
16 successors, and assigns.

17                   **d. Joint Drafting of Agreement**

18           The Parties have arrived at this Settlement as a result of a series of arm's-length  
19 negotiations, taking into account all relevant factors, present and potential. This  
20 Agreement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and,  
21 therefore, in any construction or interpretation of this Settlement, the same shall not  
22 be construed against any of the Parties.

23                   **e. Execution of the Agreement**

24           All executed copies of this Agreement and photocopies thereof shall have the  
25 same force and effect and shall be as legally binding and enforceable as the original.  
26 The Agreement may be executed in one or more counterparts by facsimile,  
27 electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be  
28 accepted as an original. All executed counterparts and each of them will be deemed

1 to be one and the same instrument. Counsel for the Parties will exchange between  
2 themselves signed counterparts. Any executed counterpart will be admissible in  
3 evidence to prove the existence and contents of this Agreement.

4 **f. Continuing Jurisdiction of the Court**

5 After the *Ludlow* Action is dismissed with prejudice, the *Ludlow* court shall  
6 retain jurisdiction over the Parties, the *Ludlow* Action and the Settlement solely for  
7 purposes of enforcing the Agreement, addressing settlement administration matters,  
8 and resolving any disputes between and among the Parties arising out of the  
9 Settlement, including but not limited to interpretation of the Agreement's terms.

10 **g. Advice of Counsel**

11 Each Party represents and agrees that they have been advised or are fully aware  
12 of their right to discuss all aspects of this Agreement with their independent attorneys  
13 prior to signing this Agreement, that each Party has carefully read and fully  
14 understands all of the provisions of this Agreement, and that each Party is voluntarily,  
15 and without fraud, duress or undue influence, entering into this Agreement.

16 **i. Notice**

17 All notices, demands or other communications between the Parties in  
18 connection with this Agreement will be in writing and deemed to have been duly given  
19 as of the third business day after mailing by United States mail, or the day sent by  
20 email or messenger, addressed as follows:

21 To Plaintiff: Alex Tomasevic, Nicholas & Tomasevic, LLP, 225 Broadway, 19<sup>th</sup>  
22 Floor, San Diego, CA 92101-5047.

23 To Defendants: Jared Palmer, Ogletree, Deakins, Nash, Smoak & Stewart, P.C.,  
24 One Embarcadero Center, Suite 900, San Francisco, CA 94111.

25 **j. Miscellaneous Provisions**

26 All terms and conditions of this Agreement and its exhibits will be governed by  
27 and interpreted according to the internal laws of the state of California, without regard  
28 to conflict of law principles.

1 This Settlement may be amended or modified only by a written instrument  
2 signed by Plaintiff and Defendants or by their duly authorized representatives, and  
3 approved by the Court. No rights under this Settlement may be waived except in  
4 writing. This Agreement, along with the settlement agreement in the *Ludlow* Action,  
5 constitutes the entire agreement between the Parties relating to the Settlement of the  
6 Released PAGA Claims, superseding any and all oral representations, warranties,  
7 covenants, or inducements made to or by any Party.

8 To the extent permitted by law, all agreements made, and orders entered during  
9 the Action and in this Agreement relating to the confidentiality of information shall  
10 survive the execution of this Agreement.

11 Unless otherwise noted, all reference to “days” in this Agreement shall be to  
12 calendar days. In the event any date or deadline set forth in this Agreement falls on a  
13 weekend or federal legal holiday, such date or deadline shall be on the first business  
14 day thereafter.

15 The descriptive heading of any section or paragraph of this Agreement is  
16 inserted for convenience of reference only and does not constitute a part of this  
17 Agreement.

18 k. **Dismissal Without Prejudice and Consolidation into the**  
**Ludlow Action**

19 The Parties agree that upon the execution of this Agreement, Plaintiff shall  
20 move to have this Action dismissed without prejudice and the PAGA claim herein,  
21 subject to court approval, consolidated into the *Ludlow* Action.

22 l. **Waiver of Right to Appeal**

23 The Parties and Plaintiff’s Counsel waive all rights to appeal, including all rights  
24 to post-judgment or dismissal and appellate proceedings, the right to file motions to  
25 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver  
26 of appeal does not include any waiver of the right to oppose such motions, writs or  
27 appeals. If another party appeals, the Parties’ obligations to perform under this  
28 Agreement will be suspended until such time as the appeal is finally resolved and the

Settlement becomes final.

**m. Parties' Duties Regarding Motion for Approval of Settlement**

Plaintiff's Counsel will draft and file a Motion for Approval of this Settlement in of the *Ludlow* Action at a date set by the *Ludlow* court. Once the Settlement is approved and becomes Final, Plaintiff's Counsel is responsible for delivering the *Ludlow* court's Approval to the Administrator. Plaintiff's Counsel is responsible for delivering to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) or any other documents or information required by law or requested by the Court.

**n. Subsequent Modifications**

Upon stipulation or with Court approval, the Parties may alter the above dates or time periods. The Parties may also make other non-substantive revisions to any notices or other documents as necessary.

**o. Comprehensive Settlement.**

This Settlement is expressly contingent upon consolidation of this Action into the *Ludlow* Action and the *Ludlow* Action and *Maciel* Federal Action settlement becoming Final and effective. If that contingency does not occur, this Settlement is void.

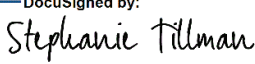
DATED: Nov 8, 2023

  
Jose Maciel (Nov 8, 2023 16:07 PST)

Plaintiff Jose Maciel

DATED: 10/25/2023

Defendant Flowers Foods, Inc.

DocuSigned by:  
By:   
36656FCD19F640B...

Its: Chief Legal Counsel

Print Name: Stephanie Tillman

1 DATED: 10/25/2023

Defendant Flowers Bakeries, LLC

2 By: DocuSigned by:  
Stephanie Tillman  
3 30050FCD19F640B...

4 Its: Assistant Secretary

5 Print Name: Stephanie Tillman

6  
7 DATED: 10/25/2023

Defendant Flowers Baking Co. of  
Modesto, LLC

8 By: DocuSigned by:  
Stephanie Tillman  
9 30050FCD19F640B...

10 Its: Assistant Secretary

11 Print Name: Stephanie Tillman

12  
13 DATED: 10/25/2023

Defendant Flowers Baking Co. of  
Henderson, LLC

14 By: DocuSigned by:  
Stephanie Tillman  
15 30050FCD19F640B...

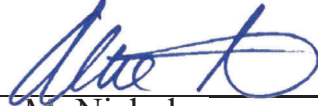
16 Its: Assistant Secretary

17 Print Name: Stephanie Tillman

**APPROVED AS TO FORM ONLY:**

DATED: 11/02/23

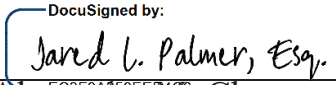
**NICHOLAS & TOMASEVIC, LLP**

By: 

Craig M. Nicholas  
Alex Tomasevic  
Shaun Markley  
Attorneys for Plaintiff Jose Maciel

DATED: 10/25/2023

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

By: 

Alexander M. Chemers  
Jared L. Palmer  
Attorneys for Defendants  
FLOWERS FOODS, INC.,  
FLOWERS BAKERIES, LLC,  
FLOWERS BAKING CO. OF  
MODESTO, LLC, FLOWERS  
BAKING CO. OF HENDERSON,  
LLC

# EXHIBIT A

# NICHOLAS & TOMASEVIC LLP

ATTORNEYS AT LAW

Tel: 619-325-0492  
Fax: 619-325-0496

225 Broadway, 19<sup>th</sup> Floor  
San Diego, CA 92101

April 10, 2020

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Flowers Baking Co. of Henderson, LLC  
Flowers Baking Co. of Modesto, LLC  
Flowers Baking Co of California, LLC  
Flowers Foods, Inc.  
Flowers Bakeries, LLC  
c/o Ogletree Deakins  
Frank Tobin, Esq.  
4370 La Jolla Village Drive, Ste. 990  
San Diego, CA 92122

**VIA ONLINE SUBMISSION**

Attn. PAGA Administrator  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102

**Re:    *Wilson, et al. v. Flowers Foods, Inc., et al.***

To Whom It May Concern:

We represent Harold K. Wilson in his potential Private Attorney General Act ("PAGA") action pursuant to Labor Code Section 2699, *et seq.* Mr. Wilson – sometimes referred to as "Plaintiff" – brings this action against Flowers Baking Co. of Henderson, LLC, a Nevada limited liability company, Flowers Baking Co. of Modesto, LLC, a California limited liability company, Flowers Baking Co. of California, LLC, a California limited liability company, Flowers Bakeries, LLC, a Georgia limited liability company, and Flowers Foods, Inc., a Georgia corporation (collectively, "Defendants" or "Flowers"). This letter constitutes Plaintiff's written notice of Defendants' recent Labor Code violations pursuant to Labor Code Section 2699.3 and notice of his intent to recover penalties under PAGA. A copy of this letter is also being sent to Defendants.

Flowers sells and distributes baked goods to retail customers using a centralized network of communication, distribution, and warehousing facilities. Flowers' business depends on drivers/distributors like Plaintiff. Flowers hired Plaintiff and other drivers to pick up Flowers' baked goods from Flowers' California warehouses and then deliver them to Flowers' various retail customers, including Walmart, Vons, Ralph's, and other well-known retailers. The Flowers entities, together, employed and continue to employ Plaintiff and hundreds of others in California.

Flowers blatantly and willfully misclassifies its distributor employees as "independent" contractors, violating numerous provisions of California Law, especially Labor Code Section 2750.3 (often referred to colloquially as "AB5"). Flowers continues to hang onto that misclassification today, robbing workers, such as plaintiff, of critical work protections and benefits. This is a thinly veiled attempt, by Flowers, to avoid the added costs and obligations of being an employer.

Re: *Wilson. v. Flowers Baking Co. of Henderson, LLC, et al.*  
April 10, 2020  
Page 2

---

Flowers requires delivery drivers, and required Plaintiff and his colleagues, to pay Flowers for the privilege of working for Flowers and made them purchase their own vehicles. Defendants provided and continue to provide drivers with tools, such as crates, a hand-held computer, warehouse space, and other necessary equipment, in exchange for a mandatory fee that it automatically deducts from wages. Drivers, like Mr. Wilson, also had to buy uniforms and incur other necessary business expenses such as gas and a cell phone, among other things, that Flowers has never reimbursed. Flowers does not reimburse for normal business expenses as the law requires.

Plaintiff and his fellow drivers worked and continue to work approximately 7 days per week, for an average of 60 to 70 hours per week – sometimes more. Workdays typically begin with reporting to the Flowers warehouse to pick up Flowers baked goods that must be delivered to Flowers' customers that day at the Flowers set price. Plaintiff – like his colleagues - was assigned by Defendants to a particular route with specific time constraints (a schedule of sorts) for each customer. Drivers like Plaintiff are not allowed to take a day off without coverage and are not allowed to pass on unfavorable or unprofitable customers assigned to them. Notably, Flowers does not pay premium pay for overtime hours worked during a particular day or week.

Defendants pay distributors like Plaintiff on a commission or piece rate basis only. Different baked goods are assigned different values. If for some reason the baked goods are not sold, no compensation is provided. In fact, 15-20% of baked goods can remain unsold and then Flowers charges its distributors with a "charge back" for stale goods. Charge-backs can be a result of a variety of things, including market demand, unordered products forced on distributors by Flowers, theft, and the like.

Flowers pays nothing for "non-productive" time, the time during which distributors are not directly engaged in completing a compensable service. This includes time spent at the warehouse, time spent traveling between Flowers' customers' locations, time spent completing paperwork and placing orders, time spent at customers' locations that ultimately do not result in sales, time spent meeting or talking with Flowers managers, and the like. No paid rest breaks are provided, nor is compensation in lieu provided. Likewise, Defendants provided no uninterrupted, off-duty rest and meal periods and do not provide compensation in lieu. Distributors are expected to work seven days a week and answer their cell phones when Defendants make inquiries.

Furthermore, the wage statements issued by Defendants to distributors like Plaintiff do not contain necessary elements such as accurate documentation of hours worked, wage rate applied, hours of compensable rest and recovery periods, and total hours of nonproductive time along with the rate of compensation. Also, Defendants do not provide all wages when due to their employee drivers.

Flowers' behavior violates numerous provisions of the California Labor Code and related Industrial Wage Orders. First and foremost, Flowers willfully misclassifies distributors as "independent" in violation of Labor Code Section 2750.3, Labor Code Section 226.8, and related jurisprudence.

Also, the obligation to pay for all hours worked is mandated by Labor Code Sections 1182.12, 1194, 1194.2, and 1197. Labor Code Section 226.2 specifically sets forth this requirement in the context of piece rate employees. It requires employers to pay piece rate employees separately for nonproductive time and rest breaks.

Re: *Wilson. v. Flowers Baking Co. of Henderson, LLC, et al.*  
April 10, 2020  
Page 3

---

Meal and rest break obligations along with payment in lieu options are presented in Labor Code Sections 226.7 and 512, as well as applicable Wage Orders. As noted above, Defendants do not pay for or provide periods for off-duty rest and meal breaks.

Overtime requirements are set forth in Labor Code Section 510. Defendants make no effort to compensate distributors for hours in excess of 8 in a day, 40 in a week, or on the 7<sup>th</sup> day in a row as required by law.

The obligation to reimburse employees for reasonable and necessary business expenses is set forth in Labor Code Section 2802. (*See also* Cal. Labor Code, § 226.8 [prohibiting similar fees and deductions].) The multitude of expenses Defendants fail to reimburse Plaintiff and similarly situated employees for, and the fees Defendants charged, are set forth above.

Labor Code Sections 226 and 226.2 set forth the applicable wage statement requirements. Defendants do not provide sufficient information to their employees under these provisions.

Deductions for mistakes or other non-malicious conduct by employees are prohibited by Labor Code Sections 221, 223, and 224 as well as Wage Orders and prevailing California case law. (*See, e.g., Kerr's Catering Service v. Department of Industrial Relations* (1962) 57 Cal.2d 319.) Defendants' deductions, as described above, are illegal.

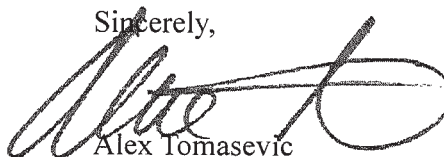
The obligation to pay all wages when due is presented in Labor Code Sections 202 and 203. The above-mentioned failures to pay wages mean Defendants do not provide all wages when due to Plaintiff and similarly situated employees.

Defendants' above-mentioned violations, among others, also violate or implicate numerous other Labor Code sections, including, but not limited to, the following: Labor Code Sections 201, 202, 203, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1198, 1199, 2802, and 2698.

Accordingly, on behalf of himself and Defendants' other aggrieved distributor employees (current and former), Plaintiff respectfully requests that LWDA initiate an investigation with respect to the violations. If the LWDA declines to pursue enforcement, Plaintiff will pursue these claims on behalf of the state for the benefit of all aggrieved employees.

Thank you for consideration of this matter. If you have any questions or comments, please do not hesitate to contact us at any time.

Sincerely,



Alex Tomasevic

# NICHOLAS & TOMASEVIC LLP

ATTORNEYS AT LAW

Tel: 619-325-0492  
Fax: 619-325-0496

225 Broadway, 19<sup>th</sup> Floor  
San Diego, CA 92101

June 10, 2020

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Flowers Baking Co. of Henderson, LLC  
Flowers Baking Co. of Modesto, LLC  
Flowers Baking Co of California, LLC  
Flowers Foods, Inc.  
Flowers Bakeries, LLC  
c/o Ogletree Deakins  
Frank Tobin, Esq.  
4370 La Jolla Village Drive, Ste. 990  
San Diego, CA 92122

**VIA ONLINE SUBMISSION**

Attn. PAGA Administrator  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102

**Re:    *Wilson, et al. v. Flowers Foods, Inc., et al.***  
**LWDA Case No. LWDA-CM-782600-20**  
**Employer: Flowers Foods, Inc.**  
**Notification of substitution of new PAGA Representative: Jose Maciel**

To Whom It May Concern:

We write to you in connection to our prior letter, received by you on April 10, 2020, regarding a potential Private Attorney General Act ("PAGA") action pursuant to Labor Code Section 2699, *et seq.* against Flowers Baking Co. of Henderson, LLC, a Nevada limited liability company, Flowers Baking Co. of Modesto, LLC, a California limited liability company, Flowers Baking Co. of California, LLC, a California limited liability company, Flowers Bakeries, LLC, a Georgia limited liability company, and Flowers Foods, Inc., a Georgia corporation (collectively, "Defendants" or "Flowers"). On April 10th, we notified the LWDA of Defendants' recent Labor Code violations pursuant to Labor Code Section 2699.3 and aggrieved employee Harold K Wilson's intent to represent California in an action to recover penalties under PAGA.

We write today, though, to substitute aggrieved employee Jose Maciel for Mr. Harold Wilson as the proposed PAGA representative. This office no longer represents Mr. Wilson. A copy of this letter is also being sent to Defendants.

The facts and circumstances of this matter are nearly identical for Mr. Maciel as they were for Mr. Wilson. Namely, Flowers sells and distributes baked goods to retail customers using a centralized network of communication, distribution, and warehousing facilities. Flowers' business depends on drivers/distributors like Plaintiff Jose Maciel and his colleagues. Flowers hired Plaintiff and other drivers to pick up Flowers' baked goods from Flowers' California warehouses and then deliver them to Flowers' various retail customers, including Walmart, Vons, Ralph's, and other well-known retailers. The Flowers entities, together, employed and continue to employ Plaintiff and hundreds of others in California.

Re: LWDA Case No. LWDA-CM-782600-20

June 8, 2020

Page 2

---

Flowers blatantly and willfully misclassifies its distributor employees as “independent” contractors, violating numerous provisions of California Law, especially Labor Code Section 2750.3 (often referred to colloquially as “AB5”). Flowers continues to hang onto that misclassification today, robbing workers, such as plaintiff, of critical work protections and benefits. This is a thinly veiled attempt, by Flowers, to avoid the added costs and obligations of being an employer.

Flowers requires delivery drivers, and required Plaintiff and his colleagues, to pay Flowers for the privilege of working for Flowers and made them purchase their own vehicles. Defendants provided and continue to provide drivers with tools, such as crates, a hand-held computer, warehouse space, and other necessary equipment, in exchange for a mandatory fee that it automatically deducts from wages. Drivers, like Mr. Maciel, also had to buy uniforms and incur other necessary business expenses such as gas and a cell phone, among other things, that Flowers has never reimbursed. Flowers does not reimburse for normal business expenses as the law requires.

Plaintiff and his fellow drivers worked and continue to work approximately 7 days per week, for an average of 60 to 70 hours per week – sometimes more. Workdays typically begin with reporting to the Flowers warehouse to pick up Flowers baked goods that must be delivered to Flowers’ customers that day at the Flowers set price. Plaintiff – like his colleagues – was assigned by Defendants to a particular route with specific time constraints (a schedule of sorts) for each customer. Drivers like Plaintiff are not allowed to take a day off without coverage and are not allowed to pass on unfavorable or unprofitable customers assigned to them. Notably, Flowers does not pay premium pay for overtime hours worked during a particular day or week.

Defendants pay distributors like Plaintiff on a commission or piece rate basis only. Different baked goods are assigned different values. If for some reason the baked goods are not sold, no compensation is provided. In fact, 15-20% of baked goods can remain unsold and then Flowers charges its distributors with a “charge back” for stale goods. Charge-backs can be a result of a variety of things, including market demand, unordered products forced on distributors by Flowers, theft, and the like.

Flowers pays nothing for “non-productive” time, the time during which distributors are not directly engaged in completing a compensable service. This includes time spent at the warehouse, time spent traveling between Flowers’ customers’ locations, time spent completing paperwork and placing orders, time spent at customers’ locations that ultimately do not result in sales, time spent meeting or talking with Flowers managers, and the like. No paid rest breaks are provided, nor is compensation in lieu provided. Likewise, Defendants provided no uninterrupted, off-duty rest and meal periods and do not provide compensation in lieu. Distributors are expected to work seven days a week and answer their cell phones when Defendants make inquiries.

Furthermore, the wage statements issued by Defendants to distributors like Plaintiff do not contain necessary elements such as accurate documentation of hours worked, wage rate applied, hours of compensable rest and recovery periods, and total hours of nonproductive time along with the rate of compensation. Also, Defendants do not provide all wages when due to their employee drivers.

Re: LWDA Case No. LWDA-CM-782600-20

June 8, 2020

Page 3

---

Flowers' behavior violates numerous provisions of the California Labor Code and related Industrial Wage Orders. First and foremost, Flowers willfully misclassifies distributors as "independent" in violation of Labor Code Section 2750.3, Labor Code Section 226.8, and related jurisprudence.

Also, the obligation to pay for all hours worked is mandated by Labor Code Sections 1182.12, 1194, 1194.2, and 1197. Labor Code Section 226.2 specifically sets forth this requirement in the context of piece rate employees. It requires employers to pay piece rate employees separately for nonproductive time and rest breaks.

Meal and rest break obligations along with payment in lieu options are presented in Labor Code Sections 226.7 and 512, as well as applicable Wage Orders. As noted above, Defendants do not pay for or provide periods for off-duty rest and meal breaks.

Overtime requirements are set forth in Labor Code Section 510. Defendants make no effort to compensate distributors for hours in excess of 8 in a day, 40 in a week, or on the 7<sup>th</sup> day in a row as required by law.

The obligation to reimburse employees for reasonable and necessary business expenses is set forth in Labor Code Section 2802. (*See also* Cal. Labor Code, § 226.8 [prohibiting similar fees and deductions].) The multitude of expenses Defendants fail to reimburse Plaintiff and similarly situated employees for, and the fees Defendants charged, are set forth above.

Labor Code Sections 226 and 226.2 set forth the applicable wage statement requirements. Defendants do not provide sufficient information to their employees under these provisions.

Deductions for mistakes or other non-malicious conduct by employees are prohibited by Labor Code Sections 221, 223, and 224 as well as Wage Orders and prevailing California case law. (*See, e.g., Kerr's Catering Service v. Department of Industrial Relations* (1962) 57 Cal.2d 319.) Defendants' deductions, as described above, are illegal.

The obligation to pay all wages when due is presented in Labor Code Sections 202 and 203. The above-mentioned failures to pay wages mean Defendants do not provide all wages when due to Plaintiff and similarly situated employees.

Defendants' above-mentioned violations, among others, also violate or implicate numerous other Labor Code sections, including, but not limited to, the following: Labor Code Sections 201, 202, 203, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1198, 1199, 2802, and 2698.

Accordingly, on behalf of himself and Defendants' other aggrieved distributor employees (current and former), Plaintiff substitutes himself as a new PAGA representative in this matter in place of Mr. Wilson. Plaintiff respectfully reiterates the prior request that LWDA initiate an investigation with respect to the violations. We understand that the LWDA has until on or about June 16<sup>th</sup> to decide if it wants to pursue enforcement of this matter itself. Should the LWDA decline to pursue enforcement, or to respond to this or our prior letter, Mr. Maciel will pursue these claims on behalf of the state for the benefit of all aggrieved employees.

Re: LWDA Case No. LWDA-CM-782600-20  
June 8, 2020  
Page 4

---

Thank you for consideration of this matter. If you have any questions or comments, please do not hesitate to contact us at any time.

Sincerely,



Alex Tomasevic

# EXHIBIT B

## EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 1   | Aaron                  | Quaintance            |
| 2   | Adam                   | Sotelo                |
| 3   | Adrian                 | Medina                |
| 4   | Aladin                 | Beltran               |
| 5   | Alan                   | Sutton                |
| 6   | Alejandro              | Covarrubias           |
| 7   | Alejandro              | Olvera Rodriguez      |
| 8   | Alejandro              | Soleta                |
| 9   | Alex                   | Hijar                 |
| 10  | Alex                   | Velasco               |
| 11  | Alexander              | Ruezga                |
| 12  | Alfredo                | Alvarado              |
| 13  | Alfredo                | Lopez                 |
| 14  | Alfredo G.             | Garcia Jr             |
| 15  | Amable Alexander       | Aguiluz               |
| 16  | Andrew                 | Choi                  |
| 17  | Andrew                 | Nelson                |
| 18  | Andrew                 | Gillespie             |
| 19  | Annette C.             | Cardoza               |
| 20  | Anthony                | Aguilar               |
| 21  | Anthony                | Phillips              |
| 22  | Anthony                | Talavera              |
| 23  | Anthony                | Hayworth              |
| 24  | Anthony                | Porreca               |
| 25  | Anthony                | Tavarez               |
| 26  | Antonio                | Aguilar               |
| 27  | Antonio                | Nava                  |
| 28  | Antonio Ruben          | Orozco                |
| 29  | April                  | Davis-Ng              |
| 30  | Armando                | Garcia                |
| 31  | Armando                | Segura, Jr.           |
| 32  | Armando                | Segura, Sr.           |
| 33  | Arnulfo                | Urena                 |
| 34  | Arturo                 | Gonzalez              |
| 35  | Arturo                 | Rodriguez             |
| 36  | Arturo                 | Gonzalez              |
| 37  | Aulbert E              | Ludlow                |
| 38  | Aurthor J.             | Moreno                |

## EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 39  | Benny                  | Morales               |
| 40  | Boyd                   | Fleischer             |
| 41  | Brandon                | Wilkerson             |
| 42  | Brandon                | Yin                   |
| 43  | Brian                  | Ochaba                |
| 44  | Brian                  | Botelho               |
| 45  | Brian                  | Haseleu               |
| 46  | Britt                  | Kimble                |
| 47  | Carlos                 | Luna                  |
| 48  | Carlos                 | Banuelos              |
| 49  | Carlos G.              | Gonzalez              |
| 50  | Cary                   | Johnson               |
| 51  | Cesar                  | Hernandez             |
| 52  | Charles                | Davis                 |
| 53  | Charles                | Durham                |
| 54  | Chester                | Ng                    |
| 55  | Chris                  | McPeck                |
| 56  | Chris                  | Meeks                 |
| 57  | Chris                  | Flynn                 |
| 58  | Chris                  | Hines                 |
| 59  | Chris "John"           | Thorndike             |
| 60  | Christian              | Bailon                |
| 61  | Christian              | Angulo                |
| 62  | Clarence               | Mauhili               |
| 63  | Clint                  | Hopper                |
| 64  | Craig A                | Brownfield            |
| 65  | Cristian               | Sanchez               |
| 66  | Crystal                | Lee                   |
| 67  | Dagoberto              | Rodriguez             |
| 68  | Daniel                 | Cifuentes             |
| 69  | Daniel                 | Hassan                |
| 70  | Daniel                 | Ponce Vivar           |
| 71  | Daniel                 | Duran                 |
| 72  | Daniel Omar            | Tinoco Malacara       |
| 73  | Danny                  | Ludlow                |
| 74  | Danny                  | Hogan                 |
| 75  | Danny                  | Young                 |
| 76  | Darren                 | McNeil                |

## EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 77  | David                  | Bolivar               |
| 78  | David                  | Castaneda             |
| 79  | David                  | Cuen                  |
| 80  | David                  | Munoz                 |
| 81  | David A.               | Aguero                |
| 82  | David R.               | Reyes                 |
| 83  | David W                | Kimble                |
| 84  | Davin A                | Reyes                 |
| 85  | Dean                   | Stashek               |
| 86  | Dennis                 | Padilla               |
| 87  | Diego Z.               | Esparza               |
| 88  | Donal                  | Byrd                  |
| 89  | Donato                 | Santiago              |
| 90  | Douglas                | Fullerton             |
| 91  | Douglas                | Amos                  |
| 92  | Edgar                  | Coronado              |
| 93  | Edgar                  | Valdez                |
| 94  | Eduardo                | Aviles                |
| 95  | Eduardo                | Gonzalez              |
| 96  | Edward                 | Smith                 |
| 97  | Edward                 | Valenzuela            |
| 98  | Edward J               | Morrison              |
| 99  | Eleazar                | Canales               |
| 100 | Eli                    | Jorell Carrillo       |
| 101 | Emiterio               | Ochoa                 |
| 102 | Enoc                   | Guerrero              |
| 103 | Eric                   | Calhoon               |
| 104 | Eric                   | Orosco                |
| 105 | Erik                   | Medal                 |
| 106 | Erik D                 | Melero                |
| 107 | Ernest                 | Dorado                |
| 108 | Ernesto                | Lopez                 |
| 109 | Esteban                | Ruiz                  |
| 110 | Feliciano              | Marentes              |
| 111 | Felipe                 | Garcia                |
| 112 | Fernando               | Flores                |
| 113 | Fernando               | Hernandez             |
| 114 | Fernando               | Novoa                 |

## EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 115 | Fernando               | Ramirez               |
| 116 | Fidel                  | Gonzalez              |
| 117 | Fidencio               | Guardado              |
| 118 | Francisco              | Flores                |
| 119 | Francisco              | Prieto                |
| 120 | Francisco              | Trovao                |
| 121 | Frank                  | Bravo                 |
| 122 | Gabriel A              | Ceja                  |
| 123 | Galdino                | Soto                  |
| 124 | Gary                   | Hayes                 |
| 125 | Gene                   | Wilson                |
| 126 | Geoffrey               | Walsh                 |
| 127 | George                 | McGowan               |
| 128 | George                 | Vitko                 |
| 129 | George                 | Serna                 |
| 130 | George (Ricky)         | Dunhams               |
| 131 | George A.              | Gonzalez              |
| 132 | Gerardo                | Sandoval              |
| 133 | Gilbert                | Garcia                |
| 134 | Giovanni               | Martinez              |
| 135 | Giuseppe               | Zizzo                 |
| 136 | Gregory                | Ingoglia              |
| 137 | Gregory                | Morrow                |
| 138 | Griselda               | Gonzales              |
| 139 | Harold K.              | Wilson                |
| 140 | Heather                | Cunha                 |
| 141 | Hebhert Yamil          | Gomez-Hernandez       |
| 142 | Hector                 | Barrientos            |
| 143 | Hector                 | Alfaro                |
| 144 | Hossni                 | Awad                  |
| 145 | Hugo                   | Aguirre               |
| 146 | Humberto               | Lopez                 |
| 147 | Isidoro                | Valdez                |
| 148 | Ivan O.                | Gomez                 |
| 149 | Jack                   | O'Connell             |
| 150 | Jamal                  | Khan                  |
| 151 | James                  | King                  |
| 152 | James                  | Perotti               |

## EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 153 | James                  | Davis                 |
| 154 | James                  | England               |
| 155 | Jan                    | Phillips              |
| 156 | Jannie                 | Baik                  |
| 157 | Jarett                 | Belyeu                |
| 158 | Jason Eric             | Williams              |
| 159 | Javier                 | Zavala-Garcia         |
| 160 | Jed                    | Tan                   |
| 161 | Jeff                   | Tactacan              |
| 162 | Jeffrey                | Tovar                 |
| 163 | Jeffrey S              | Belander              |
| 164 | Jeffrey Scott          | Rudd                  |
| 165 | Jeremiah               | Montanez              |
| 166 | Jeremy                 | Gouthier              |
| 167 | Jerome                 | Schroeder             |
| 168 | Jerry                  | Balelo                |
| 169 | Jesse                  | Magana                |
| 170 | Jesse                  | Zuniga                |
| 171 | Jesse                  | Hogue                 |
| 172 | Jesus                  | Tinoco Malacara       |
| 173 | Jesus Manuel           | Zamora                |
| 174 | Jimmy                  | Herrera               |
| 175 | Jodi                   | Paul                  |
| 176 | Joe                    | Cuadras               |
| 177 | Joel                   | Hendrickson           |
| 178 | Joemax                 | Martin                |
| 179 | John                   | Fontana               |
| 180 | John                   | Morton                |
| 181 | John                   | Ruiz                  |
| 182 | John                   | Tu                    |
| 183 | John                   | Elkins                |
| 184 | John Alfonso           | Gil                   |
| 185 | John Newton            | Fanning               |
| 186 | Jon A                  | Nelson                |
| 187 | Jonathan               | Perez                 |
| 188 | Jorge                  | Casas                 |
| 189 | Jorge                  | Galvez                |
| 190 | Jorge                  | Munguia, Jr.          |

## EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 191 | Jose                   | Almendariz            |
| 192 | Jose                   | Ortiz                 |
| 193 | Jose                   | Pena                  |
| 194 | Jose                   | Valencia              |
| 195 | Jose Salvador          | Arriaga Arroyo        |
| 196 | Jose                   | Arroyo Gutierrez      |
| 197 | Jose                   | Ayala                 |
| 198 | Jose                   | Leon                  |
| 199 | Jose                   | Maciel                |
| 200 | Jose Luis              | Manzo                 |
| 201 | Jose Mari              | Guevara               |
| 202 | Joseph                 | Estrada               |
| 203 | Joseph                 | Trees                 |
| 204 | Joseph Matthew         | Harris                |
| 205 | Joshua                 | Davis                 |
| 206 | Joshua M               | Myers                 |
| 207 | Josue                  | Melendez              |
| 208 | Josue                  | Perez Torres          |
| 209 | Josue                  | Vargas                |
| 210 | Juan                   | Merida                |
| 211 | Juan                   | Meza                  |
| 212 | Juan                   | Ocampo                |
| 213 | Juan                   | Robles                |
| 214 | Juan "Carlos"          | Reynozo               |
| 215 | Juan "Johnny"          | Valenzuela            |
| 216 | Juan E.                | Corrales              |
| 217 | Juline                 | Thomas                |
| 218 | Julio Arturo           | Lima                  |
| 219 | Keith                  | Lovell                |
| 220 | Keith                  | Wagner                |
| 221 | Kenneth                | Becker                |
| 222 | Kenneth W              | Herrera               |
| 223 | Kent                   | Aldrich               |
| 224 | Kevin                  | Koob                  |
| 225 | Kevin                  | Sanders               |
| 226 | Kevin                  | Densmore              |
| 227 | Kevin                  | Fontanoz              |
| 228 | Khang                  | Nguyen                |

## EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 229 | Klinie S.              | Kent                  |
| 230 | Kristin                | Keeney                |
| 231 | Kristopher             | Fernandes             |
| 232 | Larry                  | Lundvall              |
| 233 | Larry                  | Whithorn              |
| 234 | Laura                  | Weber                 |
| 235 | Len                    | Schneider             |
| 236 | Lloyd                  | DeLong Jr             |
| 237 | LoganPaul              | Eickhoff              |
| 238 | Luis                   | Gamboa                |
| 239 | Luis                   | Gonzalez              |
| 240 | Luis                   | Ramirez               |
| 241 | Luz                    | Lopez                 |
| 242 | Manuel                 | Ruiz                  |
| 243 | Manuel S.              | Ocon Jr               |
| 244 | Marco                  | Gonzales              |
| 245 | Marco                  | Rodriguez Ruiz        |
| 246 | Marcos                 | Ornelas               |
| 247 | Mario                  | Hernandez             |
| 248 | Mark                   | Trevisan              |
| 249 | Martin                 | Salazar               |
| 250 | Mathew C. Ray          | Combs                 |
| 251 | Matthew                | Blehm                 |
| 252 | Matthew                | Smith                 |
| 253 | Mauricio               | Magdaleno             |
| 254 | Max                    | Hung                  |
| 255 | Maxwell R              | Ming                  |
| 256 | Melburn                | Minfield              |
| 257 | Melvyn L.              | Silveira Jr           |
| 258 | Merce                  | Ramos                 |
| 259 | Michael                | Henderson             |
| 260 | Michael                | Martinson             |
| 261 | Michael                | Requejo               |
| 262 | Michael                | Santillan             |
| 263 | Michael                | Fernandes             |
| 264 | Michael                | Gong                  |
| 265 | Michael                | Hernandez             |
| 266 | Michael                | Neves                 |

## EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 267 | Micheal                | Macchiaroli           |
| 268 | Micheal                | McNeil                |
| 269 | Michelle               | Calkins               |
| 270 | Miguel                 | Mercado               |
| 271 | Miguel                 | Sanchez               |
| 272 | Mike                   | Plante                |
| 273 | Mike                   | Wilk                  |
| 274 | Mirna Ivette           | Rivera De Jesus       |
| 275 | Moises                 | Martin                |
| 276 | Nate                   | Libeu                 |
| 277 | Nelson C.              | Francisco             |
| 278 | Nicolas J.             | Canaba                |
| 279 | Nomer V.               | Francisco             |
| 280 | Norman D.              | Suhovy                |
| 281 | Omar                   | Gonzalez              |
| 282 | Oscar                  | Gonzalez              |
| 283 | Osiris                 | Barriga               |
| 284 | Pablo                  | Ruiz                  |
| 285 | Patrick                | Dwyer                 |
| 286 | Patrick                | McCann                |
| 287 | Patrick                | Foraker               |
| 288 | Paul                   | Navarro               |
| 289 | Paul                   | Neale                 |
| 290 | Paul                   | Brewer                |
| 291 | Paul T                 | Chavez                |
| 292 | Phillip J              | Antoine Jr            |
| 293 | Phutane                | Mohan                 |
| 294 | Qixin "Nick"           | Zhang                 |
| 295 | Rafeal                 | Prado                 |
| 296 | Ralph                  | Loera                 |
| 297 | Randy                  | Barr                  |
| 298 | Rani                   | Awad                  |
| 299 | Ray                    | Kong                  |
| 300 | Rebecca                | Roete                 |
| 301 | Renato                 | Delgado, Jr           |
| 302 | Rey                    | Pena                  |
| 303 | Ricardo                | Solis Bucio           |
| 304 | Richard                | Munoz                 |

## EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 305 | Richard                | Cobb                  |
| 306 | Richard                | De Los Santos         |
| 307 | Richard                | Towers                |
| 308 | Richard Arthur         | Hein                  |
| 309 | Ricky J.               | Cardoza               |
| 310 | Robert                 | Holguin               |
| 311 | Robert                 | Jimenez               |
| 312 | Robert                 | Reiter                |
| 313 | Robert                 | Sherwood              |
| 314 | Robert                 | Arriola               |
| 315 | Robert C.              | Villarreal, Jr.       |
| 316 | Robert E               | Rodriguez             |
| 317 | Robert F.              | Martin                |
| 318 | Robert Owen            | Rogers II             |
| 319 | Robert R               | Graham                |
| 320 | Roberto                | Gonzalez Campos       |
| 321 | Rocen                  | Keeton                |
| 322 | Roderick               | Marchand IV           |
| 323 | Rodolfo R              | Arroyo                |
| 324 | Rodrigo                | Guardado              |
| 325 | Roger                  | Rydell                |
| 326 | Roger                  | Weber                 |
| 327 | Ronald                 | Rael, Jr.             |
| 328 | Ruben                  | Romero                |
| 329 | Rudy                   | Flores                |
| 330 | Russell                | Frame                 |
| 331 | Russell C              | Engstrom              |
| 332 | Ryan                   | Duchsherer            |
| 333 | Ryan                   | Engstrom              |
| 334 | Ryan                   | Gonzalez              |
| 335 | Sabrina                | Soria                 |
| 336 | Salvador               | Rosales               |
| 337 | Sandra                 | Diaz-Kelly            |
| 338 | Sandy L                | Weatherall            |
| 339 | Santiago               | Barraza               |
| 340 | Saul                   | Lopez                 |
| 341 | Scott                  | Svec                  |
| 342 | Scott                  | Martin                |

## EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 343 | Scott W                | Ericson               |
| 344 | Scott Williams         | Medeiros              |
| 345 | Sean                   | French                |
| 346 | Sergio                 | Alvarez               |
| 347 | Sergio F               | Aguirre               |
| 348 | Sergio M               | Flores Ramirez        |
| 349 | Set                    | Guerrero              |
| 350 | Shammir                | Ruiz                  |
| 351 | Shane D                | Willden               |
| 352 | Shawn                  | Anderson              |
| 353 | Shelly                 | Sullivan              |
| 354 | Silvia                 | Valdovinos            |
| 355 | Sterling               | Usher                 |
| 356 | Stevan                 | Ortiz                 |
| 357 | Steve                  | Predmore              |
| 358 | Steven                 | Sawicki               |
| 359 | Steven                 | Johnson               |
| 360 | Steven R.              | Fernandez             |
| 361 | Stuart                 | Detherage             |
| 362 | Susan                  | Romero                |
| 363 | Takio                  | Trumpf                |
| 364 | Tania                  | Salazar               |
| 365 | Tatiana                | Zepeda                |
| 366 | Taylor                 | Baker                 |
| 367 | Terry                  | Young                 |
| 368 | Thomas L               | Farris                |
| 369 | Timothy                | Campbell              |
| 370 | Timothy R.             | Schmadeke             |
| 371 | Tina                   | Rogers                |
| 372 | Tracy                  | Speights              |
| 373 | Veronica               | Magana                |
| 374 | Victor                 | Castillo              |
| 375 | Victor                 | Sevilla               |
| 376 | Victor                 | Robles                |
| 377 | Victor J               | Asaro                 |
| 378 | Walid                  | Iaali                 |
| 379 | William                | Ailes                 |
| 380 | William                | Clark                 |

EXHIBIT B TO PAGA SETTLEMENT AND RELEASE AGREEMENT - PAGA SETTLEMENT MEMBERS LIST

| No. | PAGA Member First Name | PAGA Member Last Name |
|-----|------------------------|-----------------------|
| 381 | William                | Valentine             |
| 382 | William "Rocky"        | Lancaster             |