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Attorneys for Plaintiff SILVIA MADRIGAL VARGAS

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation, and DOES 1 through
100, inclusive,

Defendants.

Case No. 34-2020-00285254-CU-OE-GDS

CLASS ACTION

*Assigned to the Honorable Jill H. Talley for all
purposes*

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS,
COLLECTIVE, AND REPRESENTATIVE
ACTION SETTLEMENT**

Reservation No. 2662349

Date: October 28, 2022

Time: 9:00 a.m.

Dept.: 25

Filed: September 14, 2020

FAC Filed: May 12, 2022

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Stipulation and Settlement of Class, Collective, and Representative Action
B	Plaintiffs' Operative Complaint
C	Plaintiffs' Letters to the LWDA Regarding PAGA Claims
D	Simpluris, Inc., Quote
E	Plaintiffs' Itemized Costs
F	Proposed Notice of Class Action Settlement
G	Proposed Claim Form
H	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: September 29, 2022

Shimoda & Rodriguez Law, PC

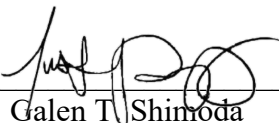
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Attorneys for Plaintiffs

Exhibit A

JUSTICE LAW CORPORATION
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MARY ANN'S BAKING CO., INC.

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MICHEAL GREBE and SILVIA MADRIGAL
VARGAS, individually and on behalf of all other
similarly situated employees;

Plaintiffs,

v.

MARY ANN'S BAKING CO., INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 34-2020-00285254

**STIPULATION AND SETTLEMENT OF
CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION**

Subject to final approval by the Court, which counsel and the Parties agree to diligently pursue and recommend in good faith, Plaintiffs Micheal Grebe and Silvia Madrigal Vargas (“Plaintiffs”), individually and on behalf of all other similarly situated persons and aggrieved employees, on the one hand, and Defendant Mary Ann’s Baking Co., Inc. (“Defendant”), on the other hand (collectively, the “Parties” and individually, a “Party”), hereby agree to the following binding settlement of the class and representative action designated *Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann’s Baking Co., Inc.* (Sacramento County Superior Court, Case No. 34-2020-00285254) (the “Action”), pursuant to the terms and conditions set forth below (the “Settlement,” “Settlement Agreement” or “Agreement”).

I. Definitions.

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Action.”

The case entitled *Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann’s Baking Co., Inc.*, Sacramento County Superior Court, Case No. 34-2020-00285254.

b. “Attorneys’ Fees and Costs.”

The attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court’s Order, securing the Court’s approval of the Settlement, administering the Settlement, mediation expenses, any expert expenses, and securing entry of judgment in the Action. Class Counsel will request attorneys’ fees not to exceed 35 percent (35%) of the Gross Fund Value, which is presently \$600,000 (i.e., no more than \$210,000 in attorneys’ fees, presently), plus litigation costs incurred not to exceed \$18,500.00. The amount of Attorneys’ Fees and Costs awarded are subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for Attorneys’ Fees and Costs as set forth above. Such Attorneys’ Fees and Costs shall be paid from the Gross Fund Value. Defendant shall have no liability for any other attorneys’ fees or costs. To the extent that the Court approves less than the amount of Attorneys’ Fees and Costs that Class Counsel request, the difference between the requested and awarded amounts will be distributed to Settlement

Class Members on a proportional basis relative to the size of their claims. Class Counsel will be issued an IRS Form 1099 for the Attorneys' Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Section. No counsel shall be entitled to attorneys' fees or costs for work performed in this Action other than as provided in this Settlement Agreement. The instant Settlement Agreement is the exclusive means for recovery of attorneys' fees and costs incurred in this Action by any attorney, law firm and/or other legal services provider.

c. "Class Counsel."

Justice Law Corporation and Shimoda & Rodriguez Law, PC shall be appointed Class Counsel upon approval by the Court.

d. "Class List."

A complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within thirty calendar (30) days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's full name, most recent mailing address, most recent telephone number, if any, Social Security number, dates of employment (*i.e.*, hire date and termination date, if applicable), number of workweeks that a Class Member worked during the Class Period in California, and any other relevant information needed to calculate settlement payments.

e. "Class Member(s)"

All non-exempt, hourly individuals who performed work for any amount of time for Defendant as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022.

f. "Class Period."

April 6, 2016 through February 28, 2022.

g. "Class Representative Enhancement Payment."

The amount to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Action on behalf of Class Members and for their general release of claims. Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiffs will request Court approval of Class

Representative Enhancement Payment in the amount of \$10,000 each. Plaintiffs will be issued an IRS Form 1099 in connection with their Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the payment. The Class Representative Enhancement Payments will be paid from the Gross Fund Value and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement and are conditioned on the execution of a general release of claims as set forth below. Defendant makes no representations as to the tax treatment or legal effect of the payments called for herein, and Plaintiffs are not relying on any statement or representation by Defendant or its counsel in this regard. To the extent that the Court approves less than the amount of Class Representative Enhancement Payment that Plaintiffs request, the difference between the requested and awarded amounts will be distributed to the Settlement Class Members on a proportional basis relative to the size of their claims.

h. "Gross Fund Value."

The sum of no more than a Gross Fund Value of \$600,000.00 to be paid by Defendant in full satisfaction of all claims arising from the Action on a reversionary, claims-made basis, as described in Paragraph VIII in this Agreement. The Gross Fund Value includes all Individual Settlement Payments to Settlement Class Members, the Class Representative Enhancement Payment to Plaintiffs, Settlement Administration Costs to the Settlement Administrator, the PAGA Fund (payment to the Labor and Workforce Development Agency Payment ("LWDA") and the PAGA Settlement Fund), and the Attorneys' Fees and Costs. Defendant will be responsible for any employer-side payroll taxes required by law, separate and in addition to the Gross Fund Value, including the employer FICA, FUTA, and SDI contributions on the wage portion of the Individual Settlement Payments. Defendant shall not be responsible for any other payments.

i. "Defendant's Counsel"

G. Daniel Newland and Sophia S. Kwan of Seyfarth Shaw LLP.

j. "Effective Date."

The date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Court and (ii) the Court's Judgment approving the settlement becomes Final. Final shall

mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court or other court in California assuming jurisdiction of this matter, or, (ii) if a petition for review filed, the date of denial of the petition, or the date the Court’s Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Court’s Judgment. If a timely objection to settlement is filed (including an objection from the LWDA), “Effective Date” shall be the later of: (a) the date on which the time for all appeals relating to objections to Settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if the California Labor & Workforce Development Agency (“LWDA”) has commenced an investigation or issued a Citation prior to the Effective Date, as determined under the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer appealable.

k. “Final Approval” or “Final Award.”

The court order granting final approval of the Settlement.

l. “Individual Settlement Payment.”

Each Class Member who submits a timely and valid Claim Form (“Settlement Class Member”) shall be entitled to an Individual Settlement Payment consisting of their share of the Net Settlement Amount. Each Settlement Class Member’s potential share of the Net Settlement Amount will be calculated by dividing the number of workweeks worked by the Individual Settlement Class Member by all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). Each Settlement Class Member’s share of the Net Settlement Amount, which shall be distributed to the Settlement Class Members, will be less employee portions of state and federal withholding taxes, including the employee FICA, FUTA and SDI contributions and any other applicable

1 payroll deductions required by law as a result of the payment of the amount allocated to such Settlement
2 Class Member as set forth herein.

3 If the amount of the Individual Settlement Payments for the Class Members who submit valid
4 and timely Claim Forms is less than 40% of the Net Settlement Amount, then Defendant will be
5 obligated to pay only the Settlement Floor Amount, which will equal 40% of the Net Settlement
6 Amount. To achieve the Settlement Floor Amount, all Individual Settlement Payments to the Settlement
7 Class Members will be multiplied by a number equivalent to the Settlement Floor Amount divided by
8 the aggregate amount of Individual Settlement Payments for all Settlement Class Members (i.e.,
9 Settlement Floor Amount / total amount claimed by Settlement Class Members). By applying this
10 multiplier, the amount of the Individual Settlement Payments for the Settlement Class Members will
11 equal 40% of the Net Settlement Amount. The Settlement Floor Amount is a material term of the
12 settlement.

13 **m. “LWDA Notice.”**

14 The Parties agree that Plaintiff will submit a Notice to the Labor and Workforce Development
15 Agency (“LWDA”) of this Settlement along with a copy of this Settlement Agreement within ten (10)
16 calendar days of its execution by all Parties and Class Counsel, and will thereafter submit a copy of any
17 judgment or any other order (*e.g.*, the Final Award) providing for an award of civil penalties in
18 conformity with Labor Code Section 2699(l).

19 **n. “Net Settlement Amount.”**

20 The amount after the following deductions are made from the Gross Fund Value: (a) all costs of
21 settlement administration performed by a third party settlement administrator; (b) Class Representative
22 Enhancement Payment to Plaintiffs; (c) the PAGA Fund (payment to the LWDA and the PAGA
23 Settlement Fund); and (d) Attorneys’ Fees and Costs for counsel for Plaintiffs. Each Class Member will
24 be eligible to receive a portion of the Net Settlement Amount. Each Class Member who submits a timely
25 and valid Claim Form (“Settlement Class Member”) will be eligible to receive a portion of the Net
26 Settlement Amount. If less than the entire Net Settlement Amount is claimed, as set forth in this
27 Agreement, then any portion of the Net Settlement Amount left remaining after deducting the Settlement
28

Floor Amount will revert to Defendant. The reversion of any unclaimed portion of the Net Settlement Amount above the Settlement Floor Amount is a material term of this settlement.

o. “Notice of Class Action Settlement.”

The document substantially in the form attached as Exhibit 1 that will be mailed to Class Members’ last known addresses and which will provide Class Members with information regarding the Action and information regarding the Settlement of the Action.

p. “Notice of Objection.”

A Class Member’s valid and timely written objection to the Settlement Agreement, as defined in this Agreement. Absent good cause found by the Court, Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. Neither the Parties nor their counsel will solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

q. “Notice Packet.”

The Notice of Class Action Settlement and Individual Settlement Payment calculations, to include workweek information.

r. “PAGA Fund.”

The amount that the Parties have agreed to pay to the LWDA and the PAGA Settlement Fund in connection with settlement of Plaintiffs’ PAGA claims. The PAGA Fund shall be paid out of the Gross Fund Value. The Parties have agreed that \$20,000 of the Gross Fund Value will be allocated to the PAGA Fund for the resolution of any PAGA Group Members’ claims arising under the PAGA. Pursuant to the PAGA, \$15,000 (75%) of the PAGA Fund will be paid to the LWDA and \$5,000 (25%) of the PAGA Fund [“PAGA Settlement Fund”] will be included in the Net Settlement Amount. Any change in the requested LWDA Payment is not a material term of this Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Agreement shall still remain in effect. However, some approval of a PAGA Settlement Fund is a material term of the Settlement and this Agreement. If the Court does not approve any PAGA Settlement Fund, then the entire Agreement

will be, at Defendant's sole discretion, void and unenforceable. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that the costs of administration shall be borne by Defendant.

s. "PAGA Group Members."

All non-exempt, hourly individuals who performed work for any amount of time for Defendant as non-exempt, hourly employees, however titled, in California, at any time from April 6, 2019 through February 28, 2022.

t. "PAGA Period."

The period from April 6, 2019 through February 28, 2022.

u. "PAGA Settlement Fund."

The amount of the PAGA Fund payable to the PAGA Group Members.

v. "Plaintiffs."

Plaintiffs and Class Representatives, Micheal Grebe and Silvia Madrigal Vargas.

w. "Plaintiffs' Released Claims."

Upon the Effective Date, and as a condition of receiving any portion of their Class Representative Enhancement Payment, Plaintiffs shall fully and finally release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with Defendant and their compensation while an employee of Defendant which occurred before or during the Class Period. Plaintiffs release Defendant and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Released Parties"), from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all

1 wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods,
2 shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock
3 work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all
4 duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly
5 calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections,
6 expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave
7 under all state or federal law (including but not limited to the Families First Coronavirus Response Act),
8 failure to furnish accurate wage statements including claims derivative and/or related to these claims,
9 liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time
10 penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 *et seq.* that occurred
11 during the Class Period. This Release shall include all claims and theories arising under the California
12 Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203,
13 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551,
14 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802
15 as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code
16 Sections 2698 *et seq.* based on alleged violations of the above Labor Code provisions, and the Fair
17 Labor Standards Act, 29 U.S.C. section 201 *et seq.*, and 29 C.F.R. § 826.150, as alleged in the Action.

18 Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights
19 which as a matter of law cannot be waived and released by private agreement, the rights to sue to
20 enforce this Agreement, and rights to vested benefits, unemployment benefits, disability benefits, social
21 security benefits, workers' compensation benefits, and claims outside the Class Period.

22 Plaintiffs' Released Claims include all claims as set forth above, whether known or unknown.
23 Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to
24 be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain
25 released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights, and
26 benefits of California Civil Code Section 1542, which reads:

27 A general release does not extend to claims that the creditor or releasing party does not
28 know or suspect to exist in his or her favor at the time of executing the release and that, if

known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Civil Code Section 1542 release will not affect: (1) the Individual Settlement Payments Plaintiffs will receive as part of this settlement; (2) workers' compensation claims, if any; and (3) with respect to Plaintiff Madrigal Vargas only, her individual lawsuit entitled *Vargas v. Mary Ann's Baking Co. et al.*, Sacramento County Superior Court, Case No. 34-2021-00296310 as the claims asserted therein are expressly exempted from the general release of claims in this Agreement.

x. "Preliminary Approval."

The Court's order granting preliminary approval of the Settlement Agreement.

y. "Qualified Settlement Account."

The fund established by the Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1.

z. "Released Claims."

By operation of the entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates, each Class Member shall release Defendant and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Released Parties"), from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal

1 law (including but not limited to the Families First Coronavirus Response Act), failure to furnish
2 accurate wage statements including claims derivative and/or related to these claims, liquidated damages,
3 conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the
4 Fair Labor Standard Act, 29 U.S.C. section 201 *et seq.* that occurred during the Class Period. This
5 Release shall include all claims and theories arising under the California Labor Code, wage orders, and
6 applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3,
7 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175,
8 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under
9 Business and Professions Code section 17200 *et seq.*, and/or Labor Code Sections 2698 *et seq.* based on
10 alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C.
11 section 201 *et seq.*, and 29 C.F.R. § 826.150, as alleged in the Action. The release of claims shall include
12 a Civil Code Section 1542 release as to the released claims only. The release shall expressly exclude all
13 other claims, including claims for vested benefits under ERISA or Taft-Hartley plans, wrongful
14 termination, unemployment insurance, disability insurance, Social Security, workers' compensation, and
15 class claims outside of the class period.

16 In addition to the claims enumerated above, each Settlement Class Member shall release and
17 forever waive any and all claims the Settlement Class Member may have under claims asserted in the
18 operative First Amended Complaint for violations of the Fair Labor Standards Act ("FLSA"); and any
19 and all claims for restitution, including without limitation back pay, attorneys' fees and costs, interest,
20 and liquidated damages under the FLSA that occurred during the Class Period ("FLSA Release"). The
21 Claim Form will contain opt-in and release language regarding the FLSA Release.

22 For the post Class Period period of time, Defendant shall have the option to pay in an additional
23 proportionate amount based on the number of additional pay periods.

24 The validity and enforceability of the Settlement, including the Class Members' release of
25 claims, are not contingent on a minimum number of valid and timely Claims Forms submitted by Class
26 Members. Class Members who do not submit a Claim Form will still be subject to this settlement and
27 will still release their claims. This Agreement is contingent upon the releases by Plaintiffs and the Class
28 Members as described herein, and upon covenants by Plaintiffs and Class Members that they will not

1 participate in any actions, lawsuits, proceedings, complaints or charges in any court or before any
2 administrative body related to any claims they have released under this Agreement.

3 **aa. “Released Parties.”**

4 Defendant and its present and former affiliates and all of its officers, directors, owners, partners,
5 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and
6 any other persons acting by through, under or in concert with any of them.

7 **bb. “Request for Exclusion.”**

8 A notice submitted by a Class Member requesting to be excluded from the Settlement. For the
9 Request for Exclusion to be valid, it must include the Class Member’s full name and a written statement
10 that the Class Member does not wish to participate in the settlement and requesting to be excluded from
11 this Settlement. The Request for Exclusion must be returned by mail or fax to the Settlement
12 Administrator at the specified address or facsimile number and postmarked or faxed on or before the
13 Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive means to
14 determine whether a Request for Exclusion has been timely submitted. A Class Member who does not
15 submit a timely or valid Request for Exclusion from the Settlement will be deemed a Class Member and
16 will be bound by all terms of the Settlement Agreement if the Settlement is granted Final Approval by
17 the Court. Plaintiffs agree not to request to be excluded from the Settlement. Plaintiffs will be deemed
18 to have made a claim regardless of whether they make one or not.

19 Any Class Member who opts out of this Settlement may not submit an Objection, shall not
20 receive any Individual Settlement Payment, and shall not be bound by the releases set forth in this
21 Agreement. If a Class Member submits both a Request for Exclusion and an Objection, then the
22 Request for Exclusion will be valid and will invalidate the Objection.

23 **cc. “Response Deadline.”**

24 The deadline by which Class Members must mail or fax to the Settlement Administrator valid
25 Claim Forms, Requests for Exclusion, Notices of Objection to the Settlement, or workweek disputes.
26 The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice
27 Packet by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in
28 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is

open. The Response Deadline for submission of valid Claim Forms, Requests for Exclusion, Notices of Objection, or workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a valid Claim Form, Request for Exclusion, Notice of Objection to the Settlement, or workweek disputes.

dd. “Settlement Administrator.”

The parties agree to solicit bids from two third-party administrators to administer this settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ee. “Settlement Administration Costs.”

The costs payable from the Gross Fund Value to the Settlement Administrator are for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, address searches, calculating estimated amounts per Class Member, tax reporting, distributing the Gross Fund Value, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Fund Value, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. To the extent actual Settlement Administration Costs are greater than \$10,500.00, such excess amount will be deducted from the Gross Fund Value, subject to the Court’s approval. Settlement Administration Costs allocated but not paid to the Settlement Administrator will be distributed to the Settlement Class Members on a proportional basis relative to the size of their claims.

ff. “Settlement Class Member.”

Each Class Member who submits a timely and valid Claim Form.

gg. “Settlement Floor Amount.”

Forty percent (40%) of the Net Settlement Amount.

hh. “Settlement Payment Check.”

The Settlement Payment Check is the payment of the Individual Settlement Payments to Settlement Class Members, payment of the PAGA Settlement Fund to the PAGA Group Members, the LWDA Payment, enhancement payments to Plaintiffs, and Court approved attorneys’ fees and costs.

II. Recitals

a. On September 14, 2020, Plaintiff Micheal Grebe filed a Complaint against Defendant Mary Ann’s Baking Co., Inc. in the Superior Court of the State of California, County of Sacramento, Case No. 34-2020-00285254-CU-OE-GDS. On January 11, 2021, Plaintiff Silvia Madrigal Vargas filed a Complaint against Defendant Mary Ann’s Baking Co., Inc. in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00292191, which was removed to the United States District Court for the Eastern District of California on February 19, 2021, Case No. 2:21-CV-00320-JAM-JDP .

b. For purposes of this settlement only, the Parties agree that Plaintiff Grebe will file an amended Complaint in Sacramento County Superior Court to assert the claims/causes of action/theories alleged by Plaintiff Vargas in her lawsuit pending in the Eastern District of California that are not currently alleged in Plaintiff Grebe’s operative complaint, and to add Plaintiff Vargas as a named plaintiff and Plaintiff Vargas’ attorney as counsel of record in the amended Complaint. Plaintiff Vargas and Defendant will agree to stipulate to a stay Vargas’ lawsuit pending in the Eastern District of California pending final approval of this settlement by the Sacramento County Superior Court. Within a reasonable time after 90 business days of the Effective Date, Plaintiff Vargas and Defendant will file a stipulated dismissal of Plaintiff Vargas’ lawsuit pending in the Eastern District of California, with prejudice as to Plaintiff Vargas’ individual claims asserted therein and without prejudice as to the putative class members.

c. On May 11, 2022, Plaintiff Grebe filed an amended Complaint asserting additional causes of action and adding Plaintiff Vargas as a named plaintiff and Vargas’ attorney as counsel of record (the “First Amended Complaint”). In the First Amended Complaint, Plaintiffs alleges the following claims against Defendant:

1. Unpaid overtime (Labor Code §§ 245 *et seq.*, 510 & 1198; 29 U.S.C. § 206.)
2. Non-compliant meal periods and unpaid meal period premiums (Labor Code §§ 226.7 and 512(a))
3. Non-compliant rest periods and unpaid rest period premiums (Labor Code §§ 226.7)
4. Unpaid minimum wage (Labor Code §§ 245 *et seq.*, 1194, 1197; 29 U.S.C. § 206)
5. Untimely and unpaid final wages (Labor Code §§ 201-203)
6. Non-compliant wage statements (Labor Code § 226)
7. Unreimbursed business expenses (Labor Code § 2802)
8. Unfair competition law (Business and Professions Code §§ 17200 *et seq.*)
9. Violation of the Private Attorneys General Act (“PAGA”) (Labor Code §§ 2698 *et seq.*)

d. On July 14, 2021, the Parties participated in a mediation with Jeff Krivis, Esq., a respected mediator of wage and hour class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based on a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

e. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

III. Funding of the Gross Fund Value.

Within fifteen (15) calendar days after the Effective Date of the Settlement, Defendants will make a one-time deposit of all approved and claimed amounts from the Gross Fund Value into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant shall pay an amount no more than a Gross Fund Value of \$600,000 on a reversionary basis, as described in VI, VII,

and VIII herein, to resolve all class action and Private Attorney General claims in the Actions.

Defendant will pay the employer's share of payroll taxes as required by law, and such payments will not reduce the Gross Fund Value.

IV. Payments To Settlement Class Members And PAGA Group Members

Within seven (7) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Settlement Class Members; (b) the Labor and Workforce Development Agency (LWDA); (c) PAGA Group Members; (d) Plaintiffs; and (e) Class Counsel. Class Members who file a valid and timely Claim Form and who also are PAGA Group Members will receive one check. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement. Defendants have no obligation to deposit such funds prior to the deadline set forth herein.

V. Labor and Workforce Development Agency Payment.

Subject to Court approval, the Parties agree that \$20,000 of the Gross Fund Value ("PAGA Fund") will be designated for satisfaction of Plaintiffs' and Class Members' PAGA claims (the "PAGA Settlement Amount"). Pursuant to the PAGA, \$15,000 (75%) of the PAGA Fund will be paid to the LWDA and \$5,000 (25%) of the PAGA Fund will be included in the Net Settlement Amount for distribution to the Class Members based upon their workweeks worked during the PAGA Period, from April 6, 2019 to February 28, 2022. If the Court approves a PAGA Fund of less than \$20,000, the remainder will be retained in the Net Settlement Amount for distribution to Settlement Class Members.

The Settlement Administrator shall pay 75% of any approved PAGA Fund to the LWDA within seven (7) calendar days after funding.

VI. Individual Settlement Payment Calculations.

Each Class Member will be eligible to receive a portion of the Net Settlement Amount. This Settlement will be a claims-made settlement. Each Class Member who submits a timely and valid Claim Form ("Settlement Class Member") shall be entitled to an Individual Settlement Payment consisting of their share of the Net Settlement Amount. The Claim Form will contain opt-in and release language regarding the release of the FLSA claim. Each Settlement Class Member's potential share of the Net Settlement Amount will be calculated by dividing the number of workweeks worked by the Individual

1 Settlement Class Member by all workweeks worked by the Class during the Class Period, multiplied by
2 the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by
3 the Class) x Net Settlement Amount). The Individual Settlement Payment will be reduced by any
4 required deductions for each Class Member as set forth herein, including employee-side tax
5 withholdings or deductions.

6 If the amount of the Individual Settlement Payments for the Settlement Class Members is less
7 than forty percent (40%) of the Net Settlement Amount, then Defendant will be obligated to pay only the
8 Settlement Floor Amount, which will equal 40% of the Net Settlement Amount. To achieve the
9 Settlement Floor Amount, all Individual Settlement Payments to Settlement Class Members will be
10 multiplied by a number equivalent to the Settlement Floor Amount divided by the aggregate amount of
11 Individual Settlement Payments for all Settlement Class Members (i.e., Settlement Floor Amount / total
12 amount claimed by Settlement Class Members). By applying this multiplier, the amount of the
13 Individual Settlement Payments for the Settlement Class Members will equal 40% of the Net Settlement
14 Amount. The Settlement Floor Amount is a material term of the settlement.

15 The Individual Settlement Payments made to any Class Members under this Settlement, and any
16 other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
17 under any benefit plans to which any Class Members may be eligible, including, but not limited to,
18 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
19 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
20 will not affect any rights, contributions, or amounts to which any Class Members may be entitled under
21 any benefit plans.

22 Defendant has represented that there are no more than 39,466 workweeks during the Class
23 Period. In the event the number of workweeks during the Class Period is more than 43,413 (i.e., greater
24 than 10% more than 39,466), then the GSV shall be increased proportionally by the workweeks in
25 excess of 43,413, multiplied by the workweek value. For example, if there were 11,900 workweeks
26 represented to exist during the Class Period, but there are actually 15,000 workweeks in the Class
27 Period, and the actual workweek value is \$5.00 per workweek, Defendant would have to increase the
28

GSV by \$9,550 (15,000 workweeks – (13,090 [10% more than 11,900 workweeks]) = 1,910 workweeks x \$5.00/workweek).

VII. PAGA Settlement Fund Calculations

The PAGA Group Members will receive a pro rata portion of the PAGA Settlement Fund, determined by dividing the number of workweeks worked by the PAGA Group Member during the PAGA Period by all workweeks worked by the PAGA Group Members during the PAGA Period, multiplied by the PAGA Settlement Fund (i.e., (number of individual workweeks worked / total workweeks worked by the PAGA Group Members during the PAGA Period) x PAGA Settlement Fund). The PAGA Group Members will receive a pro rata share of the PAGA Settlement Fund without the need to submit a Claim Form.

VIII. Reversion And Settlement Floor

As provided in this Agreement, Defendant shall pay an amount no more than a Gross Fund Value (“GFV”) of \$600,000 on a reversionary basis. If the amount of the Individual Settlement Payments for the Settlement Class Members is less than 40% of the Net Settlement Amount, then Defendant will be obligated to pay only the Settlement Floor Amount to Settlement Class Members, which will equal 40% of the Net Settlement Amount. If less than the entire Net Settlement Amount is claimed, then any portion of the Net Settlement Amount left remaining after deducting the Settlement Floor Amount will revert to Defendant. The reversion of any unclaimed portion of the Net Settlement Amount above the Settlement Floor Amount is a material term of this settlement.

IX. Class Members’ Release Of Claims

The validity and enforceability of the Settlement, including Class Members’ release of claims as set forth in XVI in this Agreement, are not contingent on a minimum number of valid and timely Claims Forms submitted by Class Members. Class Members who do not submit a Claim Form will still be subject to this settlement and will still release their claims. For the post Class Period period of time, Defendant shall have the option to pay in an additional proportionate amount based on the number of additional pay periods.

X. Effect of Request for Exclusion.

Class Members who submit a valid Request for Exclusion will receive no Individual Settlement Payments and their Requests for Exclusion will reduce neither the Gross Settlement Fund nor the Net Settlement Amount. Their respective Individual Settlement Payments will remain a part of the Net Settlement Amount for distribution to Settlement Class Members in accordance with the process agreed upon and described herein.

XI. Settlement Administration Process.

a. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- i. Establish and maintain a Qualified Settlement Account.
- ii. Calculate the Individual Settlement Payment each Class Member and Settlement Class Member is eligible to receive.
- iii. Provide notice of the settlement in both English and Spanish.
- iv. Print and mail the Notice Packet.
- v. Establish and maintain a toll-free information telephone support line to assist Class Members who have questions regarding the Notice Packet.
- vi. Conduct additional address searches for mailed Notice Packets that are returned as undeliverable.
- vii. Process Requests for Exclusion, calculate Class Members' Individual Settlement Payment, field inquiries from Class Members, and administer any Requests for Exclusion. This service will include settlement proceeds calculation, printing and issuance of Settlement Payment Checks, and preparation of IRS W-2 and 1099 Tax Forms. Basic accounting for and payment of employee tax withholdings and forwarding all payroll taxes and

penalties to the appropriate government authorities will also be included as part of this service.

viii. Issuing to Plaintiff, Settlement Class Members, PAGA Group Members, and Plaintiffs' Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

ix. Provide declarations and/or other information to the Court as requested by the Parties and/or the Court.

x. Provide weekly status reports to counsel for the Parties.

b. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

c. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.

d. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark or fax a Request for Exclusion or Notice of Objection to the Settlement. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with the Parties and according to the following deadlines, to trace the mailing

1 address of any Class Member for whom a Notice Packet is returned by the U.S. Postal Service as
2 undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail;
3 performing address searches for all mail returned without a forwarding address using available email
4 addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and
5 promptly re-mailing to Class Members for whom new addresses are found. If the Notice Packet is re-
6 mailed, the Settlement Administrator will note for its own records and notify Defendants' Counsel of the
7 date and address of each such re-mailing as part of a weekly status report provided to the Parties.

8 **e.** All Class Members will be mailed a Notice Packet, which includes the Claim Form,
9 containing the forms attached as Exhibit 1 as approved by the Court.

10 **f.** Dispute of Workweeks. Class Members will have an opportunity to dispute the
11 information provided in their Notice Packets. To the extent Class Members dispute the number of
12 workweeks to which they have been credited or the amount of their Individual Settlement Payment,
13 Class Members may produce evidence to the Settlement Administrator showing that such information is
14 inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed
15 determinative. However, if a Class Member produces evidence to the contrary, the Settlement
16 Administrator will evaluate the evidence submitted by the Class Member and will make the final
17 decision as to the number of eligible workweeks that should be applied and/or the Individual Settlement
18 Payment to which the Class Member may be entitled. The workweeks dispute must be returned by mail
19 or fax to the Settlement Administrator at the specified address or facsimile number and postmarked or
20 faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation will be
21 the exclusive means to determine whether a workweek dispute has been timely submitted. All such
22 disputes are to be resolved not later than fourteen (14) calendar days after the Response Deadline.

23 **g.** Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is
24 defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the
25 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
26 business days of receiving the defective submission to advise the Class Member that his or her
27 submission is defective and that the defect must be cured to render the Claim Form or Request for
28 Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen

(15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Claim Form or Request for Exclusion.

h. Claim Form Procedures. Any Class Member wishing to receive a portion of the Net Settlement Amount must submit a valid and timely Claim Form in accordance with the instructions stated on the Claim Form. Any Class Member must complete, sign, date, and postmark or fax a written Claim Form to the Settlement Administrator within the Response Deadline for the Claim Form to be considered timely. The date of the postmark on the return mailing envelope or the fax receipt confirmation will be the exclusive means to determine whether a Claim Form has been timely submitted. All Claim Forms will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Claim Forms were timely submitted. Any Class Member who does not submit a timely and valid Claim Form will still be bound by the terms of this Settlement Agreement and will still release their claims.

i. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or the fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. To be valid, a written request for exclusion from the class settlement must: (1) state the case name; (2) make the following statements, or a similar statement: "I wish to opt out of the class settlement of the class action lawsuit titled *Micheal Grebe and Silvia Vargas v. Mary Ann's Baking Co., Inc.* I understand that, if I opt out of the class settlement, I will receive no money from the class settlement described in this Notice."; (3) contain the name, address and telephone number and the last four digits of the Social Security number of the person asking to opt-out; (4) be signed by the Class Member; and (5) be mailed to the Settlement Administrator by the Response Deadline. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. Any Class Member who does not timely seek exclusion will be bound by the terms of this Settlement Agreement.

1 **j. Objection Procedures.** Any Class Member wishing to object to the Settlement Agreement
2 must sign and postmark or fax a written objection to the Settlement Administrator within the Response
3 Deadline. The date of the postmark on the return mailing envelope or the fax receipt confirmation will
4 be the exclusive means to determine whether an objection has been timely submitted. A written
5 objection must be signed by the Class Member and include: (1) the case name, (2) the Class Member's
6 full name and most current address, (3) the last four digits of the Class Member's Social Security
7 number, and (4) signed by the Class Member. Late Objections may not be considered. The Settlement
8 Administrator shall provide counsel for the Parties with complete copies of all objections received,
9 including the date of postmark or fax receipt confirmation for each objection, within five (5) business
10 days of receipt. Class Counsel will provide a single packet of copies of any objections and supporting
11 documents to the Court at least sixteen (16) court days before the Final Approval Hearing. A Class
12 Member who excludes himself or herself from the Settlement shall lose standing to object.

13 **k.** The Settlement Administrator shall have its own Employer Identification Number under
14 Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in
15 calculating payroll withholdings for taxes and shall transmit the required employers' and employees'
16 share of the withholdings to the appropriate state and federal tax authorities. The Settlement
17 Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement
18 Fund ("QSF") under US Treasury Regulation section 468B-1.

19 **XII. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

20 **a. Nullification of the Settlement Agreement.** In the event: (i) the Court does not enter the
21 Preliminary Approval Order and approve the Released Settlement specified herein; (ii) the Court does
22 not finally approve the Settlement as provided herein; or (iii) the Settlement does not become final for
23 any other reason (*e.g.*, an objection by the LWDA), this Settlement Agreement shall be null and void.
24 Any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated
25 as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or
26 effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties
27 and any funds to be awarded under this Settlement Agreement shall be returned to their respective
28 statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the

Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees or costs already incurred by the Settlement Administrator shall be shared equally.

b. Settlement Terms Bind All Class Members. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all its terms. The validity and enforceability of the Settlement, including Class Members' release of claims as set forth in this Agreement, are not contingent on a minimum number of valid and timely Claims Forms submitted by Class Members. Class Members who do not submit a Claim Form will still be subject to this settlement and will still release their claims.

XIII. Certification Reports Regarding Individual Settlement Payment Calculations.

a. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted timely and valid Claim Forms; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion; (c) any objections submitted to the Settlement along with a copy of any such objection; and (d) whether any Class Member has submitted a challenge to any information contained in his/her Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

b. Uncashed Settlement Checks. All settlement checks mailed out will expire after one hundred eighty (180) days. However, the Settlement Administrator shall distribute reminder postcards via U.S. Mail to all Settlement Class Members and/or PAGA Group Members who have yet to deposit or otherwise negotiate their settlement checks, reminding them of the deadline to do so ninety (90) days after first distributing settlement checks. The sum value of all expired checks will be tallied by the Settlement Administrator. All such uncollected funds associated with Settlement Class Members' and PAGA Group Members' checks will escheat to the State of California's Controller, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.

c. Certification of Completion. Within ten (10) calendar days of the completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

1 **XIV. Tax Treatment of Individual Settlement Payments.**

2 All Individual Settlement Payments will be allocated as follows: one-third (1/3) wages, one-third
3 (1/3) interest and one-third (1/3) penalties.

4 The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated
5 to non-wages will be reported on an IRS Form-1099 by the Settlement Administrator. The Gross
6 Individual Settlement Payments will be reduced by any required legal deductions for each Settlement
7 Class Member. All standard employee payroll deductions will be made for state and federal withholding
8 taxes, including any other applicable payroll deductions owed by the Settlement Class Members as a
9 result of the Wage Component, resulting in a net wage component. The Settlement Administrator will
10 issue a check and W-2 Form to each Settlement Class Member for the wage component. No
11 withholding shall be made on the penalty portions of the Gross Individual Settlement Payment. The
12 Settlement Administrator will issue a second check and IRS Form-1099 for the remaining penalty and
13 interest components. The Settlement Administrator shall be responsible for issuing the payments and
14 calculating and withholding all required state and federal taxes. The Settlement Administrator shall
15 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of
16 this Settlement Agreement. Any disputes not resolved by the Settlement Administrator concerning the
17 administration of the Settlement will be resolved by the Court, under the laws of the State of California.
18 Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve
19 the dispute without the necessity of involving the Court.

20 **XV. Administration of Taxes by the Settlement Administrator.**

21 **a. Tax Liability.** Class Counsel, Defendant, and Defendant's Counsel make no
22 representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs
23 and Class Members are not relying on any statement, representation, or calculation by Defendant or by
24 the Settlement Administrator in this regard. Plaintiffs and Class Members understand and agree they
25 will be solely responsible for the payment of their respective share of any taxes and penalties assessed
26 on the payments described herein.

27 **b. Circular 230 Disclaimer.** EACH PARTY TO THIS SETTLEMENT AGREEMENT
28 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY

1 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
2 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
3 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
4 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
5 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
6 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
7 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
8 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
9 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
10 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
11 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
12 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
13 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
14 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
15 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
16 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
17 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
18 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
19 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
20 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
21 BY THIS SETTLEMENT AGREEMENT.

22 **XVI. Release by Class Members.**

23 **a. No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant
24 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
26 action or right herein released and discharged.

27 **b.**It is the desire of Plaintiffs, Class Members (except those who exclude themselves from
28 the Settlement), and Defendant to fully, finally, and forever settle, compromise, and discharge the

Released Claims and Plaintiffs' Released Claims. Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Class Members, including Plaintiffs, shall fully release and discharge the Released Parties from any and all Released Claims and Plaintiffs' Released Claims for the entire Class Period. This release shall be binding on all Class Members, including Plaintiffs, who have not timely submitted a valid and complete Request for Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who shall have no further or other liability or obligation to any Class Member with respect to the Released Settlement, except as expressly provided herein.

XVII. Materiality of Terms.

a. The Court's approval of Class Representative Enhancement Payment, Attorneys' Fees and Costs, and the PAGA Fund are not material terms of this Agreement. If the Court approves only a lesser amount of these payments, then the other terms of this Agreement shall still remain in effect and the difference will remain part of the Net Settlement Amount. The Court's refusal to approve the attorneys' fees or costs award requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the settlement. Any amount of an attorneys' fees and costs award requested by Class Counsel, but unapproved by the Court shall be allocated to the Net Settlement Fund.

b. The reversion of any unclaimed portion of the Net Settlement Amount above the Settlement Floor Amount to Defendant is a material term of this settlement.

c. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. Any failure by the Court to fully and completely approve the material terms of this Settlement Agreement will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement, being nullified and voided. Upon such failure, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time

1 immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all
2 respects as if this Settlement Agreement had not been executed, except that any fees already incurred by
3 the Settlement Administrator shall be paid equally by both Parties.

4 **XVIII. Preliminary Approval Hearing.**

5 **a.** Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the
6 Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of
7 the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement
8 Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. Plaintiffs shall
9 endeavor to file a Motion for Preliminary Approval with sufficient notice to allow for a hearing date
10 within sixty days of this Agreement being fully executed.

11 **b.** The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
12 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiffs will
13 submit this Settlement Agreement and will include the proposed Notice Packet.

14 **c.** Class Counsel will be responsible for drafting all documents necessary to obtain
15 Preliminary Approval.

16 **d.** At the hearing before the Court to request Preliminary Approval, the Parties will jointly
17 appear, support the granting of the motion, and submit a proposed Order Granting Preliminary Approval
18 of the Settlement.

19 **e.** Should the Court decline to preliminarily approve material aspects of the Settlement
20 (including but not limited to the scope of release to be granted by Class Members, the Settlement Floor,
21 the reversion, or the binding effect of the Settlement on Class Members who do not submit valid and
22 timely Claim Forms or Requests for Exclusion), the Parties shall work together in good faith to address
23 any concerns raised by the Court and propose a revised Settlement for the Court's approval.

24 **XIX. Final Settlement Approval Hearing and Entry of Judgment.**

25 **a.** Upon expiration of the Response Deadline, and with the Court's permission, a Final
26 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the
27 Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments;
28

(b) the PAGA Fund; (c) the Attorneys' Fees; (d) Costs; (e) the Class Representative Enhancement Payment; and (f) all Settlement Administration Costs.

b. The Final Approval/Settlement Fairness Hearing will be held no later than sixty (60) calendar days after the Response Deadline.

c. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs application to be heard at the Final Approval/Settlement Fairness Hearing.

d. At the hearing before the Court to request Final Approval, the Parties will jointly appear, support the granting of the motion, and submit a proposed Final Approval Order and Judgment.

XX. Judgment and Continued Jurisdiction.

a. The Court shall retain jurisdiction under California Code of Civil Procedure section 664.6 with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

XXI. Other Provisions.

a. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

b. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

c. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court. If the Court requires certain non-material modifications to be made to this Settlement Agreement as a condition for granting approval, then the Parties agree that their counsel can

1 enter into a stipulation to modify this agreement to conform it to the Court's Order and that signatures of
2 counsel shall suffice for such an amendment.

3 **d. Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and
4 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
5 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
6 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
7 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
8 each other and use their best efforts to effect the implementation of the Settlement. Any disputes arising
9 out of or relating to this settlement will be submitted to Jeff Krivis for mediation. The Parties will split
10 the costs of the mediator and all Parties will bear their own attorneys' fees and other costs incurred.

11 **e. Binding on Successors and Assigns.** This Settlement Agreement will be binding upon,
12 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 **f. California Law Governs.** All terms of this Settlement Agreement and Exhibits hereto
14 will be governed by and interpreted according to the laws of the State of California.

15 **g. Execution and Counterparts.** This Agreement may be executed in one or more
16 counterparts by facsimile, electronic signature, DocuSign or email which for purposes of this
17 Agreement shall be accepted as an original. All executed counterparts and each of them will be
18 deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to
19 prove the existence and contents of this Agreement.

20 **h. Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this
21 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
22 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
23 account all relevant factors, present and potential. The Parties further acknowledge that they are each
24 represented by competent counsel and that they have had an opportunity to consult with their counsel
25 regarding the fairness and reasonableness of this Settlement.

26 **i. Invalidity of Any Provision.** Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
28

possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

j. Waiver of Certain Appeals. Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs, Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. The waiver of appeal does not affect the Effective Date.

k. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Class Members or the reversion of any unclaimed amount above the Settlement Floor Amount), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Enhancement Payment, the PAGA Fund, or the Attorneys' Fees and Costs will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

l. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be

admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

m. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

n. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

o. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

p. Enforcement Action. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover

1 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
2 fees incurred in connection with any enforcement actions.

3 **q. Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and
4 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
5 construed more strictly against one Party than another merely by virtue of the fact that it may have been
6 prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length
7 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
8 Agreement.

9 **r. Representation by Counsel.** The Parties acknowledge that they have been represented
10 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and
11 that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed
12 in full.

13 **s. All Terms Subject to Final Court Approval.** All amounts and procedures described in
14 this Settlement Agreement herein will be subject to final Court approval.

15 **t. Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good
16 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
17 Settlement Agreement.

18 **u. Binding Agreement.** The Parties warrant that they understand and have full authority to
19 enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding
20 on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce
21 its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
22 federal or state law. Plaintiffs, and not their respective representative(s), must personally execute this
23 Settlement Agreement.

24 **v. No Prior Assignments or Undisclosed Liens.** Plaintiffs and Class Counsel represent that
25 they have not assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim to
26 attorneys' fees and costs award to be paid under this Agreement. Plaintiffs and Class Counsel further
27 represent and warrant that there are not any liens or claims against any amount that Defendant are to
28 pay under this Agreement. Plaintiffs and Class Counsel agree to defend, to indemnify, and to hold

1 Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including
2 reasonable attorneys' fees, resulting from a breach of these representations or from any lien or
3 assignment.

4 **w. Confidential Information.** Class Counsel will destroy all confidential documents and
5 information provided by Defendant within 60 calendar days after the completion of the administration
6 of this Agreement. Class Counsel further agree that none of the information provided by Defendant
7 shall be used for any purpose other than prosecution of this Action.

8 **x. Publicity and Representations.** Neither Plaintiffs nor Class Counsel will publicize the
9 Settlement in any way prior to preliminary approval. Class Counsel represent and warrant on behalf of
10 themselves, and all other in their employ or otherwise acting on their behalf, that they: (i) do not
11 represent and have not been retained to represent any person(s) or entity(ies) who are contemplating
12 filing any claims against Defendant or any of the Released Parties, or currently intend to represent any
13 such person(s) or entity(ies) based on any alleged violation of any federal, state, or local laws; (ii) have
14 not encouraged any other person(s) or entity(ies) to bring claims against Defendant; and (iii) are not
15 aware of any other current or former employees of Defendant or attorney(s) who intends to bring
16 claims against Defendant, including, but not limited to, based on the subject matter of this Action.

17 Plaintiffs represent and warrant that they: (i) have not disclosed the existence of the Action, its
18 subject matter or the claims made therein to any other current or former employee of Defendant or
19 attorney other than their counsel of record; (ii) are unaware of, nor been informed of, any other
20 individual or entity who has or may have a claim against Defendant; (iii) are not aware of, nor been
21 informed of, any other current or former employee of Defendant or attorney who intends to bring
22 litigation against Defendant, and (iv) have not encouraged and will not encourage or provide assistance
23 to any other person or entity to assert or bring a claim against Defendant. This does not prevent
24 Plaintiffs from fulfilling their duties as class representatives.

25 Class Counsel agree that they will not identify by name or identifiable characteristics the
26 Defendant or any of its officers, directors, owners, partners, employees, agents, servants, registered
27 representatives, attorneys, insurers, successors and assigns, and any other persons acting by through,
28

under or in concert with any of them on any marketing or advertising materials, website, or other forum, mailing, communication, or service unrelated to the approval and administration of the settlement.

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

z. Notice. All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given upon being sent, via email, to the following individuals, provided that the recipients confirm receipt within two business days:

To Plaintiffs and the Class:

JUSTICE LAW CORPORATION
Douglas Han (SBN 232858)
Shunt Tatavos-Gharajeh (SBN 272164)
Phillip Song (SBN 326572)
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

SHIMODA & RODRIGUEZ LAW, PC
Galen T. Shimoda (SBN 226752)
Justin P. Rodriguez (SBN 278275)
9401 East Stockton Blvd., Suite 120
Elk Grove, California 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

To Defendant:

SEYFARTH SHAW LLP
G. Daniel Newland
560 Mission Street, 31st Floor
San Francisco, CA 94105
Tel.: (415) 397-2823
Fax: (415) 397-8549
E-Mail: dNewland@seyfarth.com

Sophia S. Kwan
400 Capitol Mall, Suite 2350
Sacramento, California 95814-4428
Tel.: (916) 448-0159
Fax: (916) 558-4839
E-Mail: skwan@seyfarth.com

1 27. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that
3 upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a
4 case to trial under CCP section 583.310 for the entire period of this settlement process from November
5 29, 2021 until the earlier of the Effective Date or the reopening of renewed discovery.

6
7 **SO AGREED:**

8 06/06/2022
Dated: June ____, 2022



Plaintiff Micheal Grebe

10
11
12 Dated: June ____, 2022

Plaintiff Silvia Vargas

13
14 Dated: June __9__, 2022

By 

For Defendant Mary Ann's Baking Co., Inc.

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18 **COUNSEL ON FOLLOWING PAGE**
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27. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from November 29, 2021 until the earlier of the Effective Date or the reopening of renewed discovery.

SO AGREED:

Dated: June ____, 2022

Plaintiff Micheal Grebe

Dated: June ⁸ ____, 2022

DocuSigned by:
Silvia Madrigal Vargas _____
C4D0D353AB1A45F...

Dated: June ____, 2022

By _____
For Defendant Mary Ann's Baking Co., Inc.

COUNSEL ON FOLLOWING PAGE

1 **Approval As To Form And Content By Counsel:**

2
3 DATED: June 6, 2022

JUSTICE LAW CORPORATION

4
5 By: 

6 Douglas Han
7 Shunt Tatavos-Gharajeh
8 Phillip Song

9 Attorneys for Plaintiff
MICHEAL GREBE

10 DATED: June ____, 2022

SHIMODA & RODRIGUEZ LAW, PC

11 By: _____

12 Galen T. Shimoda
13 Justin P. Rodriguez

14 Attorneys for Plaintiff
SILVIA MADRIGAL VARGAS

15 DATED: June 9, 2022

SEYFARTH SHAW LLP

16
17 By: 

18 G. Daniel Newland
19 Sophia S. Kwan

20 Attorneys for Defendant
MARY ANN'S BAKING CO., INC.

Approval As To Form And Content By Counsel:

DATED: June ____, 2022

JUSTICE LAW CORPORATION

By: _____

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song

Attorneys for Plaintiff
MICHEAL GREBE

DATED: June 7, 2022

SHIMODA & RODRIGUEZ LAW, PC

DocuSigned by:

Justin Rodriguez

E339D388FA9345F_____a

Justin P. Rodriguez

Attorneys for Plaintiff
SILVIA MADRIGAL VARGAS

DATED: June ____, 2022

SEYFARTH SHAW LLP

By _____

G. Daniel Newland
Sophia S. Kwan

Attorneys for Defendant
MARY ANN'S BAKING CO., INC.

Exhibit 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF SACRAMENTO**

Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann's Baking Co., Inc.

Case No. 34-2020-00285254

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To:	All non-exempt, hourly individuals who performed work for any amount of time for Mary Ann's Baking Co., Inc. as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022, inclusive.
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**PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED.**

**YOU MAY BE ENTITLED TO RECEIVE MONEY
FROM THIS PROPOSED SETTLEMENT.**

**YOU NEED TO TAKE ACTION TO RECEIVE A SETTLEMENT PAYMENT, AS
DESCRIBED BELOW.**

The Court Approved This Notice. This is not a solicitation from an attorney.

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

WHY DID I GET THIS NOTICE?

You have received this Notice because you have been identified as a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the class action lawsuit titled *Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann's Baking Co., Inc.* (the "Lawsuit"). This Notice is being sent to you as ordered by the Sacramento County Superior Court, which preliminarily approved the settlement and conditionally certified the class on [date]. This Notice informs you about the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to receive settlement money, and object to, or exclude yourself from, part of the settlement. If you do not make a claim for settlement money or exclude yourself from the settlement, and the settlement receives final approval from the Court, you will be bound by all of the terms of the settlement and any final judgment.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit, which was filed on September 14, 2020, alleges that class members were not properly compensated. The Lawsuit alleges the following claims: (1) failure to pay all wages owed, including minimum wages and overtime pay and sick leave; (2) failure to provide meal periods and/or to pay premiums for missed meal periods; (3) failure to authorize and permit rest periods and/or to pay premiums for failing to provide rest breaks; (4) failure to pay all wages due during employment and upon termination or resignation; (5) failure to provide legally-compliant wage statements; (6) failure to reimburse for business expenses; (7) unfair business practices, (8) civil penalties under the Private Attorneys General Act ("PAGA"); and (9) all damages, relief, penalties, interest and other amounts recoverable under those causes of action under California law, including but not limited to the California Labor Code, IWC Wage Order 7-2001, and the California Unfair Competition Law, as to the facts alleged, or could have been alleged, in the Lawsuit.

Defendant Mary Ann's Baking Co., Inc. denies each and all of the claims and contentions alleged by Plaintiffs, and the Court has not made any rulings regarding the merits of the case. After engaging in extensive investigation and an all-day mediation before an experienced mediator, Plaintiffs and Defendant agreed on a class settlement that was preliminarily approved by the Court on [date]. Plaintiffs and Class Counsel support the settlement.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Micheal Grebe and Silvia Vargas are the Class Representatives (also called Plaintiffs or Named Plaintiffs) in the Lawsuit, and they assert claims on behalf of themselves and the class. Mary Ann's Baking Co., Inc. ("MABCO") is the Defendant. A class action allows the Court to resolve the claims of all of the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit

on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all of the class members who choose not to exclude themselves from the class. The Court here has preliminarily certified this case as a class for settlement purposes only; the Court has not made any decision or expressed any opinion as to whether this case may proceed as a class action outside of the context of this proposed settlement.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All non-exempt, hourly individuals who performed work for any amount of time for MABCO as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022, inclusive (the “Class Period”).

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

The sum of no more than a Gross Fund Value of \$600,000.00 will be paid by Defendant in full satisfaction of all claims arising from the Action on a reversionary, claims-made basis. Additionally, Defendant will be obligated to pay and will pay the employer’s share of all payroll taxes due in connection with the portion of the settlement that constitutes wages. After attorneys’ fees and costs, a service award to the Plaintiffs, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Gross Fund Value, the entire remaining “Net Settlement Amount” (“NSA”) will be distributed on a pro rata basis to all Class Members who submit a timely and valid Claim Form. Each Class Member who submits a timely and valid Claim Form will be entitled to an Individual Settlement Payment consisting of their share of the Net Settlement Amount. If the amount of the Individual Settlement Payments claimed is less than forty percent (40%) of the NSA, then Defendant will be obligated to pay only the Settlement Floor Amount, which will equal 40% of the NSA. (Please note: as provided below, Class Members may not opt out of the settlement of the “PAGA” claims, i.e., the PAGA portion of the settlement.)

Subject to Court approval, the Gross Fund Value will be allocated as follows:

- Individual Settlement Payments: Each Class Member who submits a timely and valid Claim Form (“Settlement Class Member”) shall be entitled to an Individual Settlement Payment, to be calculated by dividing the number of workweeks worked by the Individual Settlement Class Member by all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). Information on how to dispute your workweeks worked can be found below.
- Class Representative Enhancement Payment: Micheal Grebe and Silvia Vargas, the Named Plaintiffs, will request from the Court an award of \$10,000 each in recognition of their efforts and risks in assisting with the prosecution of the Lawsuit and in return for executing a General Release of Defendant. Defendant does not object to this requested service award. This amount will be paid from the Gross Fund Value, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- **Class Counsel Award:** Class Counsel will request that the Court approve attorneys' fees not to exceed 35 percent (35%) of the Gross Fund Value, for the litigation and resolution of this Lawsuit plus actual costs and expenses not expected to exceed \$ 18,500. Defendant does not object to the requested fees and costs. This amount will be paid from the Gross Fund Value, and any amount not approved by the Court will revert to the Net Settlement Amount for distribution.
- **PAGA Fund:** \$20,000 from the Gross Fund Value is allocated for payment under the Private Attorneys General Act of 2004. 75% of the allocation (\$15,000) will be paid to the California Labor and Workforce Development Agency as required by law; and 25% (\$5,000) of the allocation will be distributed as part of the Net Settlement Amount.
- **Settlement Administration:** The cost of settlement administration is approximately \$10,500, which pays for such tasks as mailing and tracking of this Notice, mailing checks and tax forms, and reporting to the parties and the Court. This payment will be made to Simpluris, which is serving as the Settlement Administrator in this case. This amount will be paid from the Gross Fund Value, and any amount not approved by the Court will revert to the Net Settlement Amount for distribution.
- Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date on which they are issued. After that time, all funds represented by uncashed checks shall be distributed according to section 384(a)(3) of the California Code of Civil Procedure, as determined by the Court at final approval.

The validity and enforceability of the Settlement, including the Class Members' release of claims, are not contingent on a minimum number of valid and timely Claims Forms submitted by Class Members. Class Members who do not submit a Claim Form will still be subject to this settlement and will still release their claims. Class Members who do not opt out will be deemed to have released certain claims against the Defendant and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Released Parties"). The Released Claims include any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal or state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 et seq. that occurred during the Class Period. This Release shall include all claims and theories arising under the California Labor Code,

wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 et seq., 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under Business and Professions Code section 17200 et seq., and/or Labor Code Sections 2698 et seq. based on alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201 et seq, and 29 C.F.R. § 826.150, as alleged in the Action. The release of claims shall include a Civil Code Section 1542 release as to the released claims only. The release shall expressly exclude all other claims, including claims for vested benefits under ERISA or Taft-Hartley plans, wrongful termination, unemployment insurance, disability insurance, Social Security, workers' compensation, and class claims outside of the class period ("Released Claims"). Class Members may not opt out of the settlement as it relates to the PAGA claims and the release of the PAGA claims. Defendant also will get a release of FLSA claims, but only with respect to those Class Members submit a timely and valid Claim Form. This release shall apply to claims arising at any point up through February 28, 2022.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You must complete the accompanying Claim Form and submit it to Simpluris. You will then receive a settlement payment if the settlement receives final approval and you do not take affirmative steps to exclude yourself from or "opt out" of the settlement, as explained below. **If you move, please contact the Settlement Administrator to update your address.** Your settlement payment will be mailed to the most recent address on file with the Settlement Administrator. It is your responsibility to inform the Settlement Administrator of your updated information. The Settlement Administrator may be contacted by mail, email or telephone:

Grebe and Vargas v. Mary Ann's Baking Co., Inc.

c/o _____

[Insert Mailing Address]

[Insert Telephone Number]

Insert Email Address]

HOW DO I DISPUTE MY WORKWEEKS?

Your claim is based upon your total number of workweeks worked between April 6, 2016 and February 28, 2022. **MABCO's records show that you worked [REDACTED] workweeks during the Class Period. Based on this information, your estimated gross settlement payment will be \$ [REDACTED]. The actual amount of your payment may be higher or lower.**

ONLY if you disagree with MABCO's calculation of your workweeks, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs or time records. The decision of the Settlement Administrator will be final.

Disputes must be mailed to the address below and must be postmarked no later than **[insert same date as the claims form, objection, and opt-out deadline]**:

Grebe and Vargas v. MABCO
c/o _____
[Insert Mailing Address]
[Insert Telephone Number]

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

With the exception of the settlement of the PAGA claims, you have the right to request exclusion from the settlement, i.e., to request exclusion from the class (non-PAGA) portion of the settlement (the "class settlement"). To do so, you must submit a written request to opt-out of the class settlement to the Settlement Administrator at the following address:

Grebe and Vargas v. MABCO
c/o _____
[Insert Mailing Address]
[Insert Telephone Number]

To be valid, a written request for exclusion from the class settlement must: (1) state the case name; (2) make the following statements, or a similar statement: **"I wish to opt out of the class settlement of the class action lawsuit titled *Michael Grebe and Silvia Vargas v. Mary Ann's Baking Co., Inc.* I understand that, if I opt out of the class settlement, I will receive no money from the class settlement described in this Notice."**; (3) contain the name, address and telephone number and the last four digits of the Social Security number of the person asking to opt-out; (4) be signed by the Class Member; and (5) be mailed to the Settlement Administrator at the address above and postmarked by **[date]**. Unless you timely opt out of the class settlement, you will be bound by the judgment upon final approval of the settlement, including the Release described in this Notice.

If you timely opt out of the class settlement, you will not be entitled to receive any payment under the class settlement. Class Counsel will not represent your interests if you opt out. **CLASS MEMBERS MAY NOT OPT OUT OF THE SETTLEMENT OF THE PAGA CLAIMS. EVEN IF YOU OPT OUT OF THE CLASS SETTLEMENT, YOU WILL RECEIVE A PAYMENT FOR THE RELEASE OF THE PAGA CLAIMS AND ALL PAGA CLAIMS COVERED BY THE RELEASE WILL BE EXTINGUISHED BY OPERATION OF LAW.**

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member *who has not asked to opt out of the class settlement* may object to the settlement. Keep in mind that objecting is not the same as asking to opt out. Submitting an objection will *not* exclude you from the Class; rather, you must remain in the class to object. *If your objection is overruled, you still will be bound by the settlement.*

If you wish to object to the settlement, you may submit your written Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed attorneys' fees,

the Class Representative Enhancement Payment, or the Settlement Administrator's payment. A written Objection must be signed by you and include: (1) the case name, (2) your full name and most current address, and (3) the last four digits of your Social Security number. The written Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than [date]. Late Objections may not be considered.

If you wish, you also may appear at the Final Approval Hearing set for [date], 2022, at [time] in Dept. [] of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not ask to opt out of the class settlement, whether or not they submit a Claim Form and whether or not they timely cash their individual settlement payments. Final approval of the class settlement will bar any Class Member who does not opt out of the settlement from initiating a lawsuit or other proceeding regarding a claim originating during the Release Period (*i.e.*, from April 6, 2016 through February 28, 2022, inclusive) that was alleged or that could have been alleged in the operative complaint. Final approval of the settlement also will bar all Class Members from initiating a PAGA action or proceeding regarding a PAGA claim originating during the Release Period that was alleged or that could have been alleged based on the facts alleged in the operative complaint. The Settlement Agreement contains additional details about the scope of the release.

IS ANYONE REPRESENTING ME REGARDING THIS SETTLEMENT?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiffs and the Settlement Class Members are represented by:

JUSTICE LAW CORPORATION
Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

SHIMODA & RODRIGUEZ LAW, P.C.
Galen T. Shimoda
Justin P. Rodriguez
9401 East Stockton Blvd., Suite 120
Elk Grove, California 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Class Members will not be charged separately for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Stipulation and Settlement of Class, Collective, and Representative Action (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may contact Class Counsel or the Settlement Administrator for copies of case documents.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, DEFENSE COUNSEL, THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS REGARDING THE SETTLEMENT

If you have any questions about the settlement, you can contact Class Counsel:

CLASS COUNSEL

JUSTICE LAW CORPORATION

Douglas Han

Shunt Tatavos-Gharajeh

Phillip Song

751 N. Fair Oaks Avenue, Suite 101

Pasadena, California 91103

Telephone: (818) 230-7502

Facsimile: (818) 230-7259

SHIMODA & RODRIGUEZ LAW, P.C.

Galen T. Shimoda

Justin P. Rodriguez

9401 East Stockton Blvd., Suite 120

Elk Grove, California 95624

Telephone: (916) 525-0716

Facsimile: (916) 760-3733

<<XXX ID>>

CLAIM FORM/FLSA CONSENT FORM AND CLASS MEMBER RELEASE**TO RECEIVE SETTLEMENT MONEY YOU MUST SIGN, DATE, AND TIMELY SEND PAGES 1 & 2 OF THIS COMPLETED CLAIM FORM AND CLASS MEMBER RELEASE TO:*****Grebe & Vargas v. Mary Ann's Baking Co. Settlement Administrator***
c/o [Claims Administrator]**CLAIMANT INFORMATION**XXX ID: «ID»
FULL NAME: <<Name>>
ADDRESS: <<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>
<<IMBBarcode>>

SSN: Last 4 SSN (Please provide complete Social Security Number on Page 2 if not listed.)

Your share of the Settlement is based on your total number of workweeks as a non-exempt employee of Mary Ann's Baking Co., Inc. from April 6, 2016 through February 28, 2022. (the "Class Period"). Mary Ann's Baking Co., Inc.'s records show that, within that period, you worked the following number of workweeks: <<totalworkweeks>>. Based on this information, your estimated share of the Settlement is <<estAmount>>. Your actual final share may vary from this amount depending on the number of timely and valid claims submitted by Class Members. A check for your share of the Settlement will be mailed to you only if you complete and timely return this Claim Form/FLSA Consent Form and Class Member Release, it is determined to be valid, and the Court grants final approval of the Settlement. If you do not submit this Claim Form, you will still be subject to this settlement and will still release your claims. If you do not wish to participate in the Settlement you may opt out of the settlement by timely submitting a request for exclusion from the Settlement to the Settlement Administrator, as explained in the attached Class Notice.

If the information listed above is correct, and you wish to receive a settlement award, you must sign and date this form below, and timely send it to the address noted above. To be timely, this form must be postmarked on or before XXX. (If you wish to have a confirmation that the Settlement Administrator received your Claim Form, send via Certified U.S. mail, with a return receipt requested.)

If your address is incorrectly identified above, you must complete the "Change of Address" form on Page 2 of this Claim Form.

CLASS MEMBER RELEASE

I would like to receive my share of settlement funds.

I agree that if approved by the Court, the proposed Settlement will be binding on me and the members of the class and will bar me and any Class Member who does not timely opt out of the Settlement from bringing any claims against Mary Ann's Baking Co., Inc. (including its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them-- collectively, the "Released Parties") from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all

<<XXX ID>>

duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 *et seq.* that occurred during the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code Sections 2698 *et seq.* based on alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.*, and 29 C.F.R. § 826.150, as alleged in the Action. .

I have reviewed the Class Notice and this Claim Form/FLSA Consent Form, and I consent to join in this action and have the named Plaintiffs and their counsel represent me in this lawsuit.

I understand and agree that after receiving my timely signed and dated Claim Form/FLSA Consent Form, and following Court approval of this class settlement, the Settlement Administrator will mail a check to me for my share of the Settlement. This check will be in full settlement of the Released Claims, as set forth above. I further understand and agree that, regardless of whether or not I cash the check issued to me, the Settlement will be binding on me.

IF YOU DO NOT CASH YOUR CHECK WITHIN ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE POSTMARK DATE OF THE MAILING OF THE SETTLEMENT CHECK TO YOU, YOUR CHECK WILL BE VOID ALL AMOUNTS REMAINING FROM VOIDED AND UNCASHED CHECKS SHALL BE SENT TO THE STATE OF CALIFORNIA UNCLAIMED PROPERTY FUND AND SHALL BE AVAILABLE TO BE CLAIMED FROM THE CALIFORNIA STATE CONTROLLER'S OFFICE. WHETHER OR NOT YOU CASH YOUR CHECK, YOU WILL BE DEEMED TO HAVE WAIVED IRREVOCABLY ANY RIGHT OR CLAIM TO YOUR SETTLEMENT SHARE.

I agree that the information show on this Claim Form/FLSA Consent Form is true and correct to the best of my knowledge, and I hereby expressly agree to opt-in to the Settlement.

Date

Signature

If you signed and dated immediately above, and have no change of address or corrections to your total number of workweeks, do NOT complete below.

**CHANGE OF ADDRESS:
ONLY FILL OUT THIS FORM IF YOUR ADDRESS IS
NOT LISTED CORRECTLY ON PAGE ONE
PLEASE PRINT CLEARLY**

If you have any address correction, please note it in the space provided below and return this with your Claim Form to the Settlement Administrator, at the address noted on page 1. If making corrections, please also enter your daytime telephone number and Social Security number in the spaces below.

SSN: _____

FULL NAME: _____

NEW ADDRESS: _____

DAYTIME TELEPHONE NUMBER: _____

<<XXX ID>>

I declare that the information provided by me is true and correct to the best of my knowledge.

Date

Signature

Exhibit B

FILED
Superior Court Of California,
Sacramento
05/12/2022
nzeyaad
By _____, Deputy
Case Number:
34-2020-00285254

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SHUNT TATAVOS-GHARAJEH (SBN 272164)
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Attorneys for Plaintiff Silvia Madrigal Vargas

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 34-2020-00285254-CU-OE-GDS

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code



- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 COMES NOW, Plaintiffs MICHAEL GREBE and SILVIA MADRIGAL VARGAS
2 ("Plaintiffs" "Plaintiff Grebe," and "Plaintiff Vargas"), individually, and on behalf of other
3 members of the general public similarly situated, and allege as follows:

4 **JURISDICTION AND VENUE**

5 1. This class action is brought pursuant to the Code of Civil Procedure section 382.
6 The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction
7 limits of the Superior Court and will be established according to proof at trial.

8 2. This Court has jurisdiction over this action pursuant to the California
9 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all
10 other causes" except those given by statute to other courts. The statutes under which this action
11 is brought do not specify any other basis for jurisdiction.

12 3. This Court has jurisdiction over Defendants because, upon information and
13 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
14 or otherwise intentionally avail themselves of the California market so as to render the exercise
15 of jurisdiction over them by the California courts consistent with traditional notions of fair play
16 and substantial justice.

17 4. Venue is proper in this Court because, upon information and belief, Defendants
18 maintain offices, have agents, and/or transact business in the State of California, including the
19 County of Sacramento. The majority of the acts and omissions alleged herein relating to
20 Plaintiffs took place in the State of California. Defendants employed Plaintiffs within the State
21 of California, County of Sacramento.

22 **PARTIES**

23 5. Plaintiff Grebe is an individual residing in the State of California, County of
24 Sacramento.

25 6. Plaintiff Vargas is an individual residing in the State of California, County of
26 Sacramento.

27 ///

1 7. Defendant MARY ANN'S BAKING CO., INC., at all times herein mentioned,
2 was and is, upon information and belief, a California corporation, and at all times herein
3 mentioned, was and is, an employer whose employees are engaged throughout the State of
4 California, including the County of Sacramento.

5 8. At all relevant times, Defendant MARY ANN'S BAKING CO., INC. was the
6 "employer" of Plaintiffs within the meaning of all applicable California laws and statutes.

7 9. At all times herein relevant, Defendants MARY ANN'S BAKING CO., INC.
8 and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
9 employers, representatives, servants, employees, successors-in-interest, co-conspirators and
10 assigns, each of the other, and at all times relevant hereto were acting within the course and
11 scope of their authority as such agents, partners, joint venturers, joint employers,
12 representatives, servants, employees, successors, co-conspirators and assigns, and all acts or
13 omissions alleged herein were duly committed with the ratification, knowledge, permission,
14 encouragement, authorization, and consent of each defendant designated herein.

15 10. The true names and capacities, whether corporate, associate, individual or
16 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue
17 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that
18 information and belief allege, that each of the Defendants designated as a DOE is legally
19 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
20 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
21 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
22 capacities when the same have been ascertained.

23 11. Defendants MARY ANN'S BAKING CO., INC., and DOES 1 through 100 will
24 hereinafter collectively be referred to as "Defendants."

25 12. Plaintiffs further allege that Defendants directly or indirectly controlled or
26 affected the working conditions, wages, working hours, and conditions of employment of
27 Plaintiffs and the other class members so as to make each of said Defendants employers and
28

employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All non-exempt, hourly individuals who performed work for any amount of time for Defendants as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022.

15. Plaintiffs reserve the right to establish subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. **Numerosity**: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time. However, the class is estimated to be greater than four hundred (400) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. **Typicality**: Plaintiffs' claims are typical of all other class members' claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

c. **Adequacy**: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing

1 class action discovery, certification, and settlement. Plaintiffs have
2 incurred, and during the pendency of this action will continue to incur,
3 costs and attorneys' fees, that have been, are, and will be necessarily
4 expended for the prosecution of this action for the substantial benefit of
5 each class member.

6 d. Superiority: A class action is superior to other available methods for the
7 fair and efficient adjudication of this litigation because individual joinder
8 of all class members is impractical.

9 e. Public Policy Considerations: Certification of this lawsuit as a class
10 action will advance public policy objectives. Employers of this great
11 state violate employment and labor laws every day. Current employees
12 are often afraid to assert their rights out of fear of direct or indirect
13 retaliation. However, class actions provide the class members who are
14 not named in the complaint anonymity that allows for the vindication of
15 their rights.

16 17. There are common questions of law and fact as to the class members that
17 predominate over questions affecting only individual members. The following common
18 questions of law or fact, among others, exist as to the members of the class:

- 19 a. Whether Defendants' failure to pay wages, without abatement or
20 reduction, in accordance with the Labor Code, was willful;
- 21 b. Whether Defendants failed to pay their hourly-paid or non-exempt
22 employees within the State of California for all hours worked, missed
23 meal periods and rest breaks in violation of California law;
- 24 c. Whether Defendants required Plaintiffs and the other class members to
25 work over eight (8) hours per day and/or over forty (40) hours per week
26 and failed to pay the legally required overtime compensation to Plaintiffs
27 and the other class members;
- 28

- 1 d. Whether Defendants properly calculated the regular rates of pay for
2 Plaintiffs and the other class members who worked overtime and earned
3 bonuses and incentive pay;
- 4 e. Whether Defendants properly calculated and paid sick leave pursuant to
5 the methods outlined in the Labor Code section 245 et seq.;
- 6 f. Whether Defendants failed to provide legally mandated emergency sick
7 leave under Families First Coronavirus Response Act: Emergency Paid
8 Sick Leave Act;
- 9 g. Whether Defendants deprived Plaintiffs and the other class members of
10 meal and/or rest periods or required Plaintiffs and the other class
11 members to work during meal and/or rest periods without compensation;
- 12 h. Whether Defendants failed to pay minimum wages to Plaintiffs and the
13 other class members for all hours worked;
- 14 i. Whether Defendants failed to pay all wages due to Plaintiffs and the
15 other class members within the required time upon their discharge or
16 resignation;
- 17 j. Whether Defendants failed to timely pay all wages due to Plaintiffs and
18 the other class members during their employment;
- 19 k. Whether Defendants complied with wage reporting as required by the
20 Labor Code, including, *inter alia*, section 226;
- 21 l. Whether Defendants failed to reimburse class members for necessary
22 business-related expenses and costs;
- 23 m. Whether Defendants' conduct was willful or reckless;
- 24 n. Whether Defendants engaged in unfair business practices in violation of
25 Business & Professions Code section 17200, *et seq.*;
- 26 o. The appropriate amount of damages, restitution, and/or monetary
27 penalties resulting from Defendants' violation of California law; and
28

1 p. Whether Plaintiffs and the other class members are entitled to
2 compensatory damages pursuant to the Labor Code.

3 **GENERAL ALLEGATIONS**

4 18. During the relevant time period set forth herein, Defendants employed Plaintiffs
5 and other persons as hourly-paid or non-exempt employees within the State of California.

6 19. Defendants, jointly and severally, employed Plaintiff Grebe as an hourly-paid,
7 non-exempt employee from approximately July of 2019 to October of 2019 in the State of
8 California, County of Sacramento.

9 20. Defendants, jointly and severally, employed Plaintiff Vargas as an hourly-paid,
10 non-exempt employee from approximately 2011 to September of 2020 in the State of
11 California, County of Sacramento.

12 21. Defendants had the authority to hire and terminate Plaintiffs and the other class
13 members; to set work rules and conditions governing Plaintiffs' and other class members'
14 employment; and to supervise their daily employment activities.

15 22. Defendants exercised sufficient authority over the terms and conditions of
16 Plaintiffs and other class members' employment for them to be joint employers of Plaintiffs
17 and the other class members.

18 23. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
19 class members.

20 24. Defendants continue to employ hourly-paid or non-exempt employees within the
21 State of California.

22 25. Plaintiffs and the other class members worked over eight (8) hours in a day,
23 and/or forty (40) hours in a week during their employment with Defendants.

24 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
26 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing
27 to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of
28

1 California law.

2 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 knew or should have known that Plaintiffs and the other class members were entitled to receive
4 certain wages for overtime compensation and that Plaintiffs and the other class members were
5 not receiving wages for overtime compensation.

6 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and other class members were receiving bonuses
8 and incentive pay that were non-discretionary in nature and that Defendants failed to factor
9 these non-discretionary bonuses and incentive pay into Plaintiffs' and other class members'
10 regular rates of pay for overtime compensation purposes.

11 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and other class members were receiving sick leave
13 pay and that Plaintiffs' and other class members' sick leave pay were not calculated using the
14 methods outlined in the Labor Code.

15 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 denied them and similarly situated employees minimum wages/emergency sick leave pay by
17 refusing to comply with the Families First Coronavirus Response Act: Emergency Paid Sick
18 Leave Act ("EPSLA"). In situations where Defendant's employees, like Plaintiffs, were
19 ordered by their doctor to quarantine after being exposed to Covid-19, or contracted the Covid-
20 19 virus, they were denied federally authorized paid leave in compliance with EPSLA.

21 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 failed to provide Plaintiffs and the other class members the required rest and meal periods
23 during the relevant time period as required under the Industrial Welfare Commission Wage
24 Orders and thus they are entitled to any and all applicable penalties.

25 32. Plaintiffs is informed and believe, and based thereon allege, that Defendants
26 knew or should have known that Plaintiffs and the other class members were entitled to receive
27 all timely and complete meal periods or payment of one additional hour of pay at Plaintiffs'
28

1 and the other class members' regular rate of pay when a meal period was missed, late or
2 interrupted, and that Plaintiffs and the other class members did not receive all timely and
3 proper meal periods or payment of one additional hour of pay at their regular rate of pay when
4 a meal period was missed, late, or interrupted.

5 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and other class members were entitled to receive all
7 timely rest periods without interruption or payment of one additional hour of pay at Plaintiffs'
8 and the other class members' regular rate of pay when a rest period was missed, late or
9 interrupted, and that Plaintiffs and the other class members did not receive all rest periods or
10 payment of one additional hour of pay at their regular rate of pay when a rest period was
11 missed, late, or interrupted.

12 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 knew or should have known that Plaintiffs and the other class members were entitled to receive
14 at least minimum wages for compensation and that Plaintiffs and the other class members were
15 not receiving at least minimum wages for all hours worked.

16 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Plaintiffs and the other class members were entitled to receive
18 the wages owed to them upon discharge or resignation, including overtime and minimum
19 wages and meal and rest period premiums, and that Plaintiffs and the other class members did
20 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

21 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs and the other class members were entitled to receive
23 complete and accurate wage statements in accordance with California law, but, in fact,
24 Plaintiffs and the other class members did not receive complete and accurate wage statements
25 from Defendants. The deficiencies included, *inter alia*, the failure to include the total number
26 of hours worked, gross wages earned, and net wages earned.

27 ///

1 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to
3 reimbursement for necessary business-related expenses and that Plaintiffs and other class
4 members were not reimbursed for incurring business-related expenses.

5 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Defendants had to keep complete and accurate payroll records
7 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
8 not keep complete and accurate payroll records for Plaintiffs and the other class members.

9 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that they had a duty to compensate Plaintiffs and the other class
11 members pursuant to California law, and that Defendants had the financial ability to pay such
12 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
13 represented to Plaintiffs and the other class members that they were properly denied wages, all
14 to increase Defendants' profits.

15 40. During the relevant time period set forth herein, Defendants failed to pay
16 overtime wages to Plaintiffs and the other class members for all hours worked. Plaintiffs and
17 other class members were required to work more than eight (8) hours per day and/or forty (40)
18 hours per week without overtime compensation. For instance, on days when Plaintiffs and
19 other class members worked over eight (8) hours, Defendants would move the overtime hours
20 from that day to a separate day of the week where the employee either did not work or worked
21 less than eight (8) hours, thereby allowing Defendants to avoid paying overtime wages.

22 41. During the relevant time period set forth herein, Defendants failed to factor non-
23 discretionary bonuses and incentive pay into Plaintiffs' and other class members' regular rates
24 of pay for overtime compensation purposes.

25 42. During the relevant time period set forth herein, Defendants failed to calculate
26 and pay sick leave pursuant to the methods outlined in the Labor Code.

27 ///

1 43. During the relevant time period set forth herein, Defendants failed to provide the
2 requisite uninterrupted and timely meal and rest periods to Plaintiffs and the other class
3 members.

4 44. During the relevant time period set forth herein, Defendants failed to pay
5 Plaintiffs and the other class members at least minimum wages for all hours worked. This
6 failure to pay minimum wages for all hours worked includes Plaintiffs and other class members
7 being forced to work through their meal and rest breaks and working additional hours off-the-
8 clock pre-shift and post-shift.

9 45. During the relevant time period set forth herein, Defendants failed to reimburse
10 Plaintiffs and other class members for incurring business-related expenses (*i.e.*, personal cell
11 phone usage for work-related reasons).

12 46. During the relevant time period set forth herein, Defendants failed to pay
13 Plaintiffs and the other class members the wages owed to them upon discharge or resignation.

14 47. During the relevant time period set forth herein, Defendants failed to provide
15 complete or accurate wage statements to Plaintiffs and the other class members.

16 48. During the relevant time period set forth herein, Defendants failed to keep
17 complete or accurate payroll records for Plaintiffs and the other class members.

18 49. During the relevant time period set forth herein, Defendants failed to properly
19 compensate Plaintiffs and the other class members pursuant to California law to increase
20 Defendants' profits.

21 Plaintiffs and similarly situated employees were not paid all wages owed, including
22 minimum and overtime wages, meal and rest period premiums, paid sick leave, reimbursement
23 for business expenses, and emergency sick wages pursuant to EPSLA¹ during their employment
24 or any time thereafter.

25 ¹ Pursuant to federal law, violations of EPSLA constitute a violation of Section 6 of the Fair Labor Standard Act
26 ("FLSA"), 29 U.S.C. § 206. See 29 C.F.R. 826.150(b)(1). Violations of the FLSA, serve as a proper basis for a
27 claim under Business & Professions Code section 17200 et seq, under California law and is not preempted by
28 federal class action rules. See *Harris v. Investor's Bus. Daily, Inc.*, 138 Cal.App.4th 28, 36 (2006).

50. Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)

51. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 50, and each and every part thereof with the same force and effect as though fully set forth herein.

52. Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

53. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

54. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

55. Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

///

1 56. During the relevant time period set forth herein, Plaintiffs and the other class
2 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
3 week. Plaintiffs and other class members were not exempt from overtime protections
4 employees under the Wage Orders and Labor Code.

5 57. During the relevant time period set forth herein, Defendants intentionally and
6 willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

7 58. Defendants' failure to pay Plaintiffs and the other class members the unpaid
8 balance of overtime compensation, as required by California laws, violates the provisions of
9 Labor Code sections 510 and 1198, and is, therefore, unlawful.

10 59. Pursuant to Labor Code section 1194, Plaintiffs and the other class members are
11 entitled to recover unpaid overtime compensation, interest, costs, and attorneys' fees.

12 **SECOND CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 226.7 and 512(a))**

14 **(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)**

15 60. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
16 through 59, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 61. During the relevant time period set forth herein, the IWC Order and Labor Code
19 sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members'
20 employment by Defendants.

21 62. During the relevant time period set forth herein, Labor Code section 226.7
22 provides that no employer shall require an employee to work during any meal or rest period
23 mandated by an applicable order of the IWC.

24 63. During the relevant time period set forth herein, the applicable IWC Wage
25 Order and Labor Code section 512(a) provide that an employer may not require, cause or
26 permit an employee to work for a work period of more than five (5) hours per day without
27 providing the employee with a meal period of not less than thirty (30) minutes, except that if
28

1 the total work period per day of the employee is no more than six (6) hours, the meal period
2 may be waived by mutual consent of both the employer and employee.

3 64. During the relevant time period set forth herein, the applicable IWC Wage
4 Order and Labor Code section 512(a) further provide that an employer may not require, cause,
5 or permit an employee to work for a work period of more than ten (10) hours per day without
6 providing the employee with a second uninterrupted meal period of not less than thirty (30)
7 minutes, except that if the total hours worked is no more than twelve (12) hours, the second
8 meal period may be waived by mutual consent of the employer and the employee only if the
9 first meal period was not waived.

10 65. During the relevant time period set forth herein, Plaintiffs and the other class
11 members who were scheduled to work for a period of time no longer than six (6) hours, and
12 who did not waive their legally-mandated meal periods by mutual consent, were required to
13 work for periods longer than five (5) hours without an uninterrupted meal period of not less
14 than thirty (30) minutes and/or without a rest period.

15 66. During the relevant time period set forth herein, Plaintiffs and the other class
16 members who were scheduled to work for a period of time no longer than twelve (12) hours,
17 and who did not waive their legally-mandated meal periods by mutual consent, were required
18 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
19 than thirty (30) minutes and/or without a rest period.

20 67. During the relevant time period set forth herein, Plaintiffs and the other class
21 members who were scheduled to work for a period of time in excess of six (6) hours were
22 required to work for periods longer than five (5) hours without an uninterrupted meal period of
23 not less than thirty (30) minutes and/or without a rest period.

24 68. During the relevant time period set forth herein, Plaintiffs and the other class
25 members who were scheduled to work for a period of time in excess of twelve (12) hours were
26 required to work for periods longer than ten (10) hours without an uninterrupted meal period of
27 not less than thirty (30) minutes and/or without a rest period.
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1 69. During the relevant time period set forth herein, Defendants intentionally and
2 willfully required Plaintiffs and the other class members to work during meal periods and
3 failed to compensate Plaintiffs and the other class members the meal period premium for work
4 performed during meal periods.

5 70. During the relevant time period set forth herein, Defendants failed to pay
6 Plaintiffs and the other class members the meal period premium due pursuant to Labor Code
7 section 226.7.

8 71. Defendants' conduct violates applicable IWC Wage Order and Labor Code
9 sections 226.7 and 512(a).

10 72. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(b),
11 Plaintiffs and the other class members are entitled to recover from Defendants one additional
12 hour of pay at the employee's regular rate of compensation for each workday that the meal or
13 rest period is not provided.

14 **THIRD CAUSE OF ACTION**

15 **(Violation of California Labor Code § 226.7)**

16 **(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)**

17 73. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 72, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 74. During the relevant time period set forth herein, the applicable IWC Wage
21 Order and Labor Code section 226.7 were applicable to Plaintiffs' and the other class
22 members' employment by Defendants.

23 75. During the relevant time period set forth herein, Labor Code section 226.7
24 provides that no employer shall require an employee to work during any rest period mandated
25 by an applicable order of the IWC.

26 ///

27 ///

1 83. During the relevant time period set forth herein, Labor Code sections 1194 and
2 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser
3 wage than the minimum so fixed, is unlawful.

4 84. During the relevant time period set forth herein, Defendants failed to pay
5 minimum wages to Plaintiffs and the other class members as required, pursuant to Labor Code
6 sections 1194 and 1197.

7 85. Defendants' failure to pay Plaintiffs and the other class members the minimum
8 wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections,
9 Plaintiffs and other class members are entitled to recover the unpaid balance of their minimum
10 wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an
11 amount equal to the wages unlawfully unpaid and interest thereon.

12 86. Pursuant to Labor Code section 1194.2, Plaintiffs and the other class members
13 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
14 and interest thereon.

15 **FIFTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 201 and 202)**

17 **(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)**

18 87. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
19 through 86, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 88. Labor Code section 201 provides that an employer must pay an employee who is
22 terminated all unpaid wages immediately upon termination.

23 89. Labor Code section 202 provides that an employer must pay an employee who
24 resigns all unpaid wages within seventy-two (72) hours of their resignation.

25 90. During the relevant time period set forth herein, Defendants intentionally and
26 willfully failed to pay Plaintiffs and the other class members who are no longer employed by
27 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
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1 Defendants' employment. These unpaid wages included minimum and overtime wages, meal
2 and rest period premiums, and sick leave pay.

3 91. Defendants' failure to pay Plaintiffs and the other class members who are no
4 longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours
5 of their leaving Defendants' employment, is in violation of Labor Code sections 201 and 202.

6 92. Labor Code section 203 provides that if an employer willfully fails to pay wages
7 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
8 as a penalty from the due date thereof at the same rate until paid or until an action is
9 commenced. However, the unpaid wages shall not continue for more than thirty (30) days.

10 93. Defendants knew of their obligation to pay Plaintiffs and other class members
11 their final wages when their employment terminated. Defendants had knowledge that Plaintiffs
12 and other class members were not paid for all regular and overtime hours, as they authorized
13 the practices and policies denying these wages. Such conduct shows Defendants had
14 knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused
15 to pay the remaining wages owed.

16 94. Plaintiffs and the other class members are entitled to recover from Defendants
17 the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum
18 as provided by Labor Code section 203.

19 **SIXTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 226(a))**

21 **(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)**

22 95. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
23 through 94, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 96. During the relevant time period set forth herein, Labor Code section 226(a)
26 provides that every employer shall furnish each of his or her employees an accurate itemized
27 statement in writing showing: (a) gross wages earned; (b) total hours worked by the employee;
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(c) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (d) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (e) net wages earned; (f) the inclusive dates of the period for which the employee is paid; (g) the name of the employee and his or her social security number; (h) the name and address of the legal entity that is the employer; and (i) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

97. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include but are not limited to: the failure to include the total number of hours worked by Plaintiffs and other class members, the gross wages earned by Plaintiffs and other class members, and the net wages earned by Plaintiffs and other class members. Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime, and double time hours worked along with the corresponding rates of pay, and gross and net wages earned. The paystubs did not accurately itemize Plaintiffs' and other class members' total hours worked due to Defendants failing to pay minimum and overtime wages

98. As a result of Defendants' violation of Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily protected rights.

99. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to Labor Code section 226(a).

///

1 100. Plaintiffs and the other class members are entitled to recover from Defendants
2 the greater of their actual damages caused by Defendants' failure to comply with Labor Code
3 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

4 101. Plaintiffs and the other class members are also entitled to injunctive relief to
5 ensure compliance with this section, pursuant to Labor Code section 226(g).

6 **SEVENTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 2800 and 2802)**

8 **(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)**

9 102. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
10 through 101, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 103. Pursuant to Labor Code sections 2800 and 2802, an employer must reimburse its
13 employee for all necessary expenditures incurred by the employee in direct consequence of the
14 discharge of his or her job duties or in direct consequence of his or her obedience to the
15 directions of the employer:

16 104. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
17 other class members for all necessary business-related expenses and costs (*i.e.*, using their
18 personal cell phones for business-related purposes). Plaintiffs and the other class members are
19 entitled to recover from Defendants their business-related expenses and costs incurred during the
20 course and scope of their employment, plus interest accrued from the date on which the
21 employee incurred the necessary expenditures at the same rate as judgments in civil actions in
22 the State of California.

23 **EIGHTH CAUSE OF ACTION**

24 **(Violation of California Labor Code §§ 2698, *et seq.*)**

25 **(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)**

26 105. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
27 through 104, and each and every part thereof with the same force and effect as though fully set
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1 forth herein.

2 106. The Private Attorneys General Act of 2004 ("PAGA") expressly establishes that
3 any provision of the Labor Code which provides for a civil penalty to be assessed and collected
4 by the California Labor and Workforce Development Agency ("LWDA"), or any of its
5 departments, divisions, commissions, boards, agencies or employees for a violation of the
6 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
7 behalf of himself or herself, and other current or former employees.

8 107. On August 3, 2020, Plaintiff Grebe provided written notice to the LWDA and
9 Defendants of the specific provisions of the Labor Code he contends were violated, and the
10 theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by
11 reference is a copy of the August 3, 2020 written notice to the LWDA. Plaintiff Grebe believes
12 that on or about October 7, 2020, the sixty-five (65) day notice period expired as to all
13 Defendants, and the LWDA did not take any action to investigate or prosecute this matter.
14 Furthermore, on July 19, 2021, Plaintiff Grebe provided an amended written notice to the
15 LWDA and Defendants of the specific provisions of the Labor Code he contends were
16 violated, and the theories supporting his contentions. Attached hereto as **Exhibit 2** and
17 incorporated by reference is a copy of the July 19, 2021 written notice to the LWDA Plaintiff
18 Grebe believes that on September 22, 2021, the sixty-five (65) day notice period expired as to
19 all Defendants, and the LWDA did not take any action to investigate or prosecute this matter.
20 Therefore, Plaintiff Grebe has exhausted the statutory time period to bring this action.

21 96. Plaintiff Grebe and other hourly-paid or non-exempt employees are "aggrieved
22 employees" as defined by Labor Code section 2699(c) in that they are all non-exempt, hourly
23 individuals who performed work for any amount of time for Defendants as non-exempt, hourly
24 employees, however titled, in California, at any time from April 6, 2019 through February 28,
25 2022, and one or more of the alleged violations was committed against them.

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27 ///

1 **Failure to Pay Minimum and Overtime Wages**

2 97. At all times relevant herein, Defendants were required to compensate their non-
3 exempt employees minimum wages for all hours worked and overtime wages for all hours
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
5 mandate of Labor Code sections 510, 1194, 1197, and 1198.

6 98. As a policy and practice, Defendants failed to compensate Plaintiff Grebe and the
7 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
8 all minimum wages and overtime wages, where applicable.

9 **Failure to Provide Meal Periods and Rest Breaks**

10 99. In accordance with Labor Code sections 226.7 and 512, Defendants were required
11 to authorize and permit their non-exempt employees to take a 10-minute rest break for every four
12 (4) hours worked or major fraction thereof and were further required to provide their non-exempt
13 employees with a 30-minute meal period for every five (5) hours worked.

14 100. As a policy and practice, Defendants failed to provide Plaintiff Grebe and the
15 other aggrieved current and former employees with legally-mandated meal periods and rest
16 breaks and failed to pay proper compensation for this failure.

17 **Failure to Timely Pay Wages During Employment**

18 101. At all times relevant herein, Defendants were required to pay their employees
19 within a specified time period pursuant to the mandate of Labor Code section 204.

20 102. As a policy and practice, Defendants failed to pay Plaintiff Grebe and the other
21 aggrieved current and former employees all wages due and owing them within the required time
22 period.

23 **Failure to Timely Pay Wages Upon Termination**

24 103. At all times relevant herein, Defendants were required to pay their employees all
25 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
26 to 204.

27 ///

1 104. As a result of Defendants' Labor Code violations alleged above, Defendants
2 failed to pay Plaintiff Grebe and the other aggrieved former employees their final wages pursuant
3 to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor
4 Code section 203.

5 **Failure to Provide Complete and Accurate Wage Statements**

6 105. At all times relevant herein, Defendants were required to keep accurate records
7 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
8 1174.

9 106. As a result of Defendants' various Labor Code violations, Defendants failed to
10 keep accurate records regarding Plaintiff Grebe and the other aggrieved current and former
11 employees. For example, Defendants failed in their affirmative obligation to keep accurate
12 records regarding Plaintiff Grebe's and the other aggrieved current and former employees' gross
13 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
14 rates and the number of hours worked at each hourly rate.

15 **Failure to Reimburse Business Expenses**

16 107. At all times relevant herein, Defendants were required to reimburse their
17 employees for any and all necessary expenditures or losses incurred by the employees in direct
18 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code
19 sections 2800 and 2802.

20 108. As a policy and practice, Defendants failed to reimburse Plaintiff Grebe and the
21 other aggrieved current and former employees for all business expenses incurred and owing them
22 within the required time period.

23 **Failure to Pay Sick Leave Pay**

24 109. Labor Code section 245 et seq. pertains to sick leave under the Healthy
25 Workplaces, Healthy Families Act of 2014. Labor Code section 246(1) allows an employer to
26 calculate paid sick leave for non-exempt employees using two (2) methods. Per section 246(1),
27 Defendants may pay sick leave either in the same manner as the regular rate of pay for the
28

workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek, or by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. Lab. Code § 246(1)(1)-(2).

110. As a policy and practice, Defendants failed to properly calculate and pay sick leave to Plaintiff Grebe and other aggrieved current and former employees pursuant to the methods outlined in Labor Code section 246(1).

Penalties

111. Pursuant to Labor Code section 2699, Plaintiff Grebe, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but not limited to:

- a. Penalties under Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial

violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, *et seq.*)

(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)

110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

112. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of Business & Professions Code sections 17200, *et seq.*

113. A violation of Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policy and practice of requiring Plaintiffs and the other class members work overtime hours without paying them proper compensation violate Labor Code sections 510 and 1198. Additionally, Defendants' policy and practice of requiring Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate Labor Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages to Plaintiffs and the other class members violate Labor Code sections 201 and 202.

Defendants also violated Labor Code sections 226(a), 245, *et seq.*, 1194, 1197, 2800 and 2802.

114. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

115. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

116. Pursuant to Business & Professions Code sections 17200, *et seq.*, Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general public similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current contact information (address, email, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all

overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one

(1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 1194(a);

27. For liquidated damages pursuant to Labor Code section 1194.2; and

28. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

29. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and other class members no longer employed by Defendants;

30. For all actual, consequential, and incidental losses and damages, according to proof;

1 31. For statutory wage penalties pursuant to Labor Code section 203 for the other
2 class members who have left Defendants' employ;

3 32. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due; and

5 33. For such other and further relief as the court may deem just and proper.

6 **As to the Sixth Cause of Action**

7 34. That the Court declare, adjudge, and decree that Defendants violated the record
8 keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to
9 Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage
10 statements thereto;

11 35. For actual, consequential, and incidental losses and damages, according to
12 proof;

13 36. For statutory penalties pursuant to Labor Code section 226(e);

14 37. For injunctive relief to ensure compliance with this section, pursuant to Labor
15 Code section 226(g); and

16 38. For such other and further relief as the court may deem just and proper.

17 **As to the Seventh Cause of Action**

18 39. That the Court declare, adjudge, and decree that Defendants violated Labor
19 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class
20 members for all necessary business-related expenses as required by Labor Code sections 2800
21 and 2802;

22 40. For actual, consequential, and incidental losses and damages, according to
23 proof;

24 41. For the imposition of civil penalties and/or statutory penalties;

25 42. For punitive damages and/or exemplary damages according to proof at trial;

26 43. For reasonable attorneys' fees and costs of suit incurred herein; and

27 44. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge, and decree that Defendants violated Labor Code section 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 245, *et seq.*, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802;

46. For costs and attorneys' fees pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge, and decree that Defendants violated Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to reimburse Plaintiffs and the other class members of incurring business-related expenses, and failing to pay Plaintiffs' and the other class members' wages timely as required by Labor Code section 201 and 202.

49. For restitution of unpaid wages to Plaintiffs and other class members and all pre-judgment interest from the day such amounts were due and payable;

50. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of Business and Professions Code sections 17200, *et seq.*;

51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code of Civil Procedure section 1021.5;

52. For injunctive relief to ensure compliance with this section, pursuant to Business and Professions Code sections 17200, *et seq.*; and

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1 53. For such other and further relief as the court may deem just and proper.

2
3 Dated: May 11, 2022

JUSTICE LAW CORPORATION

4
5 By: Haig Hogdanian

6 Douglas Han

7 Shunt Tatavos-Gharajeh

8 Phillip Song

9 Haig Hogdanian

Attorneys for Plaintiff Michael Grebe

10 Dated: May 11, 2022

SHIMODA & RODRIGUEZ LAW, PC

11
12 By: /s/ Justin P. Rodriguez

13 Galen T. Shimoda

14 Justin P. Rodriguez

15 Attorneys for Plaintiff Silvia Madrigal Varga

EXHIBIT 1



August 3, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828.

MABC employed Mr. Grebe as an hourly-paid non-exempt Mixer within one year of the date of this letter (until in or about October of 2019) in the State of California. MABC directly controlled the wages, hours and working conditions of Mr. Grebe's employment.

The "aggrieved employees" that Mr. Grebe may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of MABC within the State of California.

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¹ Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MABC failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Grebe has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MABC, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

MABC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Grebe and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MABC failed to compensate Mr. Grebe and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms and during meal breaks. MABC also failed to include non-discretionary bonuses and incentives in Mr. Grebe and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MABC maintained an illegal rounding policy that negatively affected aggrieved employees' time and pay. Therefore, Mr. Grebe and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, MABC routinely required Mr. Grebe and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MABC policies and expectations, and meet production goals. Aggrieved employees were also prevented from taking meal and rest breaks due to a lack of relief on machines and the production line, and the continuous operations MABC runs. MABC further required aggrieved employees to don and doff uniforms and sanitize during their meal and rest breaks, depriving them of full and off-duty breaks. Moreover, MABC failed to authorize and permit Mr. Grebe and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MABC failed to compensate Mr. Grebe and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MABC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Grebe and other aggrieved employees, (2) total hours worked by Mr. Grebe and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Grebe and other aggrieved employees (4) all deductions for Mr. Grebe and other aggrieved employees, (5) net wages earned by Mr. Grebe and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Grebe and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Grebe and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Grebe and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

LWDA

August 3, 2020

Page 5 of 6

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MABC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Grebe and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MABC, including for purchasing sanitation gear they were requiring to wear while working.

We believe that Mr. Grebe and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

LWDA
August 3, 2020
Page 6 of 6

Mr. Grebe will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MABC within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

EXHIBIT 2

July 19, 2021

PAGA NUMBER (LWDA – CM): 801116-20

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We hereby amend our August 3, 2020 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3, to identify the DOE defendants.¹ A true and correct copy of the August 3, 2020 letter is attached to this submission as **Exhibit A** for reference. DOE 1 is George Demas, DOE 2 is John Demas, and DOE 3 is Andy Demas. DOES 1-3 are employers or other persons acting on behalf of an employer, and may be held liable as such, pursuant to California Labor Code section 558.1.

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc., George Demas, John Demas, and Andy Demas, (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 4-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20² for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

¹ This letter identifying George Demas, John Demas, and Andy Demas as DOE 1, DOE 2, and DOE 3, respectively, as employers or persons acting on behalf of an employer arises from the same general set of facts and relates back to the entity named originally in the August 3, 2020 letter.

² Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 4 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA

July 19, 2021

Page 2 of 2

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828. George Demas is the Chief Executive Officer of Mary Ann's Baking Co., Inc. John Demas is the Secretary of Mary Ann's Baking Co., Inc. Andy Demas is the Chief Operating Officer of Mary Ann's Baking Co., Inc.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION



Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

John Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828

Andy Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828

CC: (By Electronic Mail Only):

Sophia S. Kwan
skwan@seyfarth.com
Dan Newland
dnewland@seyfarth.com
Counsel of Record for Mary Ann's Baking Co., Inc.

EXHIBIT A

August 3, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

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MABC employed Mr. Grebe as an hourly-paid non-exempt Mixer within one year of the date of this letter (until in or about October of 2019) in the State of California. MABC directly controlled the wages, hours and working conditions of Mr. Grebe's employment.

The "aggrieved employees" that Mr. Grebe may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of MABC within the State of California.

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¹ Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Grebe has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MABC, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

MABC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Grebe and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MABC failed to compensate Mr. Grebe and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms and during meal breaks. MABC also failed to include non-discretionary bonuses and incentives in Mr. Grebe and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MABC maintained an illegal rounding policy that negatively affected aggrieved employees' time and pay. Therefore, Mr. Grebe and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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LWDA

August 3, 2020

Page 3 of 6

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MABC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Grebe and other aggrieved employees, (2) total hours worked by Mr. Grebe and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Grebe and other aggrieved employees (4) all deductions for Mr. Grebe and other aggrieved employees, (5) net wages earned by Mr. Grebe and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Grebe and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Grebe and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Grebe and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

LWDA

August 3, 2020

Page 5 of 6

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MABC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Grebe and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MABC, including for purchasing sanitation gear they were requiring to wear while working.

We believe that Mr. Grebe and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

LWDA
August 3, 2020
Page 6 of 6

Mr. Grebe will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MABC within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

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PROOF OF SERVICE
1013A(3) CCP

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On May 11, 2022, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Sophia S. Kwan (SKwan@seyfarth.com)
SEYFARTH SHAW LLP
400 Capitol Mall, Suite 2350
Sacramento, CA 95814
Attorneys for Defendant Mary Ann's Baking Co., Inc.

Additional Service List Members: Dan Newland (dnewland@seyfarth.com), Crystal Holman (cholman@seyfarth.com)

[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

[X] STATE

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

Executed on May 11, 2022, at Pasadena, California.



Mariah Anderson

Exhibit C



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

January 15, 2021

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Vargas v. Mary Ann's Baking Co., Inc.*

Dear Labor Commissioner,

As counsel for Silvia Madrigal Vargas ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Mary Ann's Baking Co. Inc.
8371 Carbide Ct., Ste 100
Sacramento, CA 95828

Kyle Stradleigh
8371 Carbide Ct., Ste 100
Sacramento, CA 95828

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Mary Ann's Baking Co. Inc. and Kyle Stradleigh ("Defendants"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to, the following: all individuals in California who have, or continue to, perform work for Defendants. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018), (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendants in the sanitation department as a non-exempt employee from approximately 2011 to approximately September 4, 2020, when she was terminated after reporting various Covid-19 policy and protocol related violations to California and federal law enforcement. Aggrieved Employees also worked for Defendants as non-exempt employees.



Plaintiff and Aggrieved Employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a week, incurring overtime, and were paid non-discretionary remuneration, such as bonuses. Defendants did not correctly incorporate the value of the non-discretionary remuneration, such as bonuses, into Plaintiff's and Aggrieved Employees' regular rate of pay when calculating overtime, double time, meal and rest period premiums, or sick leave pay.

In addition to improperly calculating the regular rate of pay, Defendants also had a policy and practice of failing to pay earned overtime when employees worked over eight (8) hours in a day. For instance, on days when Plaintiff and Aggrieved Employees worked over eight (8) hours, Defendants would move the overtime hours from that day on to a separate day of the week where the employee either did not work or worked less than eight (8) hours. Shifting hours from one day to another allowed Defendants to avoid paying overtime for shifts upwards of eight (8) hours in a day.

Plaintiff and Aggrieved Employees were also denied minimum wages for time worked during interrupted rest breaks and for time worked off-the-clock. In addition to working during many rest breaks, Plaintiff regularly worked after her scheduled shift answering work related phone calls and inquiries from Defendants. Plaintiff estimates that she spent 1-2 hours of time working off-the-clock each week. Plaintiff is informed and believes that Aggrieved Employees also worked off-the-clock. Plaintiff and Aggrieved Employees were not paid for this time. Due to Defendants' wage violations, Defendants failed to maintain accurate records of the hours Plaintiff and Aggrieved Employees worked.

Defendants also denied Plaintiff and Aggrieved Employees minimum wages/emergency sick leave pay by refusing to comply with the Families First Coronavirus Response Act: Emergency Paid Sick Leave Act ("EPSLA"). In situations where Defendants' employees, like Plaintiff, were ordered by their doctor to quarantine after being exposed to Covid-19, or contracted the Covid-19 virus, they were denied federally authorized, paid leave. For instance, on July 20, 2020, when Plaintiff informed Human Resources representative, Kyle Stradleigh, that she was ordered to quarantine for fourteen (14) days by her doctor, she was denied mandatory EPSLA leave payments. Plaintiff is informed and believes that other Aggrieved Employees who were exposed to, or contracted Covid-19, were similarly denied emergency paid leave in compliance with EPSLA. Pursuant to EPSLA, a denial of emergency sick leave pay constitutes a denial of minimum wages.

Plaintiff and Aggrieved Employees were also not authorized and permitted to take all meal and rest periods they were entitled to, they were, however, paid meal period premiums on occasion. Plaintiff and Aggrieved Employees were further denied all reimbursements owed for use of their personal cell phones for work purposes.

As a result of Defendants's failure to pay Plaintiff and Aggrieved Employees for all hours worked, Defendants failed to provide all final wages owed to Plaintiff and Aggrieved Employees



within twenty-four (24) hours of their termination or seventy-two (72) hours of their resignation. In addition, Defendants failed to provide Plaintiff and Aggrieved Employees with accurate wage statements. The wage statements Defendants provided to Plaintiff and Aggrieved Employees did not accurately state their total regular hours worked, gross wages and net wages, and all deductions made.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 1, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1194.2, 1197.1; IWC Wage Order 1, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 1, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Defendants also denied Plaintiff and Aggrieved Employees legal minimum wages by refusing to provide them mandated emergency paid sick leave. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable minimum wages due. This is against the law.

Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 1, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 1, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 1, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of



thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 1, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 1, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . .” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum and overtime wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.



Count 7– Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements to Plaintiff and Aggrieved Employees for their use of personal cell phone for work purposes. This was in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated, any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as, the incorporated Wage Orders and incorporated statutes therein.

Count 9– Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees’ wage records and hours worked. This was against the law.

Count 10 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the



commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member. Any sick leave taken must be paid at the employee’s regular rate of pay. For the reasons state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: 
Galen T. Shimoda

GTS:jh
cc: Client via e-mail

1 *Madrigal Vargas v Mary Ann's Baking Co., Inc.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Melissa A. Phillips, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On January 15, 2021, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9

Mary Ann's Baking Co. Inc. 8371 Carbide Ct., Ste 100 Sacramento, CA 95828	Kyle Stradleigh 8371 Carbide Ct., Ste 100 Sacramento, CA 95828
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10

11 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
12 and processing of correspondence for mailing with the United States Postal
13 Service and that each day's mail is deposited with the United States Postal
14 Service that same day in the ordinary course of business. On the date set forth
15 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

16 [] [By Personal Service] By personally delivering a true copy thereof to the office
17 of the addressee above.

18 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

19 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
20 personally delivered via the following overnight courier service:_____.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct, and that this declaration was executed on January 15, 2021, at Elk Grove,
23 California.

24 
25 _____
26 Melissa A. Phillips
27
28

August 3, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828.

MABC employed Mr. Grebe as an hourly-paid non-exempt Mixer within one year of the date of this letter (until in or about October of 2019) in the State of California. MABC directly controlled the wages, hours and working conditions of Mr. Grebe's employment.

The "aggrieved employees" that Mr. Grebe may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of MABC within the State of California.

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¹ Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MABC failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Grebe has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MABC, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

MABC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Grebe and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MABC failed to compensate Mr. Grebe and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms and during meal breaks. MABC also failed to include non-discretionary bonuses and incentives in Mr. Grebe and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MABC maintained an illegal rounding policy that negatively affected aggrieved employees' time and pay. Therefore, Mr. Grebe and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, MABC routinely required Mr. Grebe and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MABC policies and expectations, and meet production goals. Aggrieved employees were also prevented from taking meal and rest breaks due to a lack of relief on machines and the production line, and the continuous operations MABC runs. MABC further required aggrieved employees to don and doff uniforms and sanitize during their meal and rest breaks, depriving them off full and off-duty breaks. Moreover, MABC failed to authorize and permit Mr. Grebe and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MABC failed to compensate Mr. Grebe and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MABC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Grebe and other aggrieved employees, (2) total hours worked by Mr. Grebe and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Grebe and other aggrieved employees (4) all deductions for Mr. Grebe and other aggrieved employees, (5) net wages earned by Mr. Grebe and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Grebe and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Grebe and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Grebe and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MABC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Grebe and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MABC, including for purchasing sanitation gear they were requiring to wear while working.

We believe that Mr. Grebe and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

LWDA
August 3, 2020
Page 6 of 6

Mr. Grebe will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MABC within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

EXHIBIT 2

July 19, 2021

PAGA NUMBER (LWDA – CM): 801116-20

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We hereby amend our August 3, 2020 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3, to identify the DOE defendants.¹ A true and correct copy of the August 3, 2020 letter is attached to this submission as **Exhibit A** for reference. DOE 1 is George Demas, DOE 2 is John Demas, and DOE 3 is Andy Demas. DOES 1-3 are employers or other persons acting on behalf of an employer, and may be held liable as such, pursuant to California Labor Code section 558.1.

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc., George Demas, John Demas, and Andy Demas, (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 4-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20² for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

¹ This letter identifying George Demas, John Demas, and Andy Demas as DOE 1, DOE 2, and DOE 3, respectively, as employers or persons acting on behalf of an employer arises from the same general set of facts and relates back to the entity named originally in the August 3, 2020 letter.

² Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 4 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA
July 19, 2021
Page 2 of 2

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828. George Demas is the Chief Executive Officer of Mary Ann's Baking Co., Inc. John Demas is the Secretary of Mary Ann's Baking Co., Inc. Andy Demas is the Chief Operating Officer of Mary Ann's Baking Co., Inc.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

John Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828

Andy Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828

CC: (By Electronic Mail Only):

Sophia S. Kwan
skwan@seyfarth.com
Dan Newland
dnewland@seyfarth.com
Counsel of Record for Mary Ann's Baking Co., Inc.

EXHIBIT A

August 3, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828.

MABC employed Mr. Grebe as an hourly-paid non-exempt Mixer within one year of the date of this letter (until in or about October of 2019) in the State of California. MABC directly controlled the wages, hours and working conditions of Mr. Grebe's employment.

The "aggrieved employees" that Mr. Grebe may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of MABC within the State of California.

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¹ Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MABC failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Grebe has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MABC, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

MABC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Grebe and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MABC failed to compensate Mr. Grebe and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms and during meal breaks. MABC also failed to include non-discretionary bonuses and incentives in Mr. Grebe and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MABC maintained an illegal rounding policy that negatively affected aggrieved employees' time and pay. Therefore, Mr. Grebe and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, MABC routinely required Mr. Grebe and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MABC policies and expectations, and meet production goals. Aggrieved employees were also prevented from taking meal and rest breaks due to a lack of relief on machines and the production line, and the continuous operations MABC runs. MABC further required aggrieved employees to don and doff uniforms and sanitize during their meal and rest breaks, depriving them off full and off-duty breaks. Moreover, MABC failed to authorize and permit Mr. Grebe and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MABC failed to compensate Mr. Grebe and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MABC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Grebe and other aggrieved employees, (2) total hours worked by Mr. Grebe and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Grebe and other aggrieved employees (4) all deductions for Mr. Grebe and other aggrieved employees, (5) net wages earned by Mr. Grebe and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Grebe and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Grebe and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Grebe and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MABC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Grebe and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MABC, including for purchasing sanitation gear they were requiring to wear while working.

We believe that Mr. Grebe and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

LWDA
August 3, 2020
Page 6 of 6

Mr. Grebe will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MABC within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

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PROOF OF SERVICE
1013A(3) CCP

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On May 11, 2022, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Sophia S. Kwan (SKwan@seyfarth.com)
SEYFARTH SHAW LLP
400 Capitol Mall, Suite 2350
Sacramento, CA 95814
Attorneys for Defendant Mary Ann's Baking Co., Inc.

Additional Service List Members: Dan Newland (dnewland@seyfarth.com), Crystal Holman (cholman@seyfarth.com)

[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

[X] STATE

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

Executed on May 11, 2022, at Pasadena, California.



Mariah Anderson

Exhibit D



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #: 14868V2
Estimate Date: 5/9/2022

Prepared By: Michael Sutherland
Direct Dial #: 321-223-5067
Email: msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Justin Rodriguez**
Firm: **Shimoda Law**
Email:

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Grebe, et al. v. Mary Ann's Baking Co:All In Settlement

Anticipated Total Cost	\$10,939
Capped Fee*	\$10,500

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	550	Undeliverable Rate:	10%
Response Rate:	25%	Call Rate:	10%
Mailing Document Language:	English/Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	CA
		Tax Years	Two

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	6	\$750.00
Translation and Mailing in two languages	\$750.00	1	\$750.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,340.00

Notification

Notice Packet: 6 Pg Notice - Double Sided - English

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	550	\$550.00
Postage	\$0.53	550	\$291.50
NCOA/CASS/LACS	\$0.05	550	\$27.50
Undeliverable Processing	\$0.25	55	\$13.75
Skip Trace RUM	\$1.00	55	\$55.00
Remail Notice Packet	\$1.20	47	\$56.10
Remail Postage	\$0.58	47	\$27.12
Mailing Supervisor	\$50.00	2	\$100.00
Total			\$1,120.97

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	6	\$450.00
800 # Charges	\$0.10	360	\$36.00
Total			\$486.00



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	3	\$375.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	138	\$343.75
Claim Processing	\$3.00	138	\$412.50
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	3	\$375.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,631.25

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members:W2/ 1099's - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check-W2, 1099,2 pg. notice	\$2.00	138	\$275.00
Postage	\$0.53	138	\$72.88
Process Returned Checks	\$0.50	1	\$0.69
Skip Trace Search Undeliverable Checks	\$3.00	1	\$4.13
Remail Checks	\$4.00	1	\$5.50
Postage	\$0.58	1	\$0.80
QSF Account Reconciliation	\$250.00	2	\$500.00
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee	\$1,000.00	2	\$2,000.00
Reissuing Checks/Mailing	\$3.00	1	\$4.13
Postage	\$0.58	1	\$0.80
Escheat management	\$100.00	1	\$137.50
Disbursement Manager	\$125.00	2	\$250.00
Total			\$4,796.41



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Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Postage \$391.49 **Total Case Costs \$10,938.62**

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

Exhibit E

Date	Description	Amount
1/7/2021	Payment to Court - Sacramento Superior Plaintiff Search	\$1.00
1/11/2021	Payment to Court - Complaint Fee Superior Court	\$435.00
1/11/2021	Service Fee to Court - Complaint	\$40.00
1/11/2021	Administration/Copy Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$500.00
1/15/2021	Certified Mail - PAGA Ltr to Employers	\$8.96
1/20/2021	Payment to LWDA - PAGA Filing Fee	\$75.00
12/24/2021	Certified Mail - PAGA Ltr to Employers	\$8.96
1/25/2021	Payment for Records - PRA docs	\$11.21
2/4/2021	Service Fee to Court - Notice of Disassociation of Counsel	\$40.00
7/14/2021	Mediation - Lunch	\$19.43
8/27/2021	Postage - Certified Mailing of Vacation Check to Client	\$4.11
1/14/2022	Service Fee to Court - Notice of Disassociation of Counsel	\$40.00
Anticipated	Payment to Court - Preliminary Approval Motion	\$60.00
Anticipated	One Legal Fee - Filing Preliminary Approval Motion	\$300.00
Anticipated	One Legal Fee - Case Management Conference Statement	\$70.00
Anticipated	Payment to Court - Final Approval Motion	\$60.00
Anticipated	One Legal Fee - Filing Final Approval Motion	\$300.00
Anticipated	One Legal Fee - Compliance Declarations	\$70.00

Total: \$2,043.67

Exhibit F

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF SACRAMENTO**

Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann's Baking Co., Inc.

Case No. 34-2020-00285254

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To:	All non-exempt, hourly individuals who performed work for any amount of time for Mary Ann's Baking Co., Inc. as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022, inclusive.
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**PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED.**

**YOU MAY BE ENTITLED TO RECEIVE MONEY
FROM THIS PROPOSED SETTLEMENT.**

**YOU NEED TO TAKE ACTION TO RECEIVE A SETTLEMENT PAYMENT, AS
DESCRIBED BELOW.**

The Court Approved This Notice. This is not a solicitation from an attorney.

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

WHY DID I GET THIS NOTICE?

You have received this Notice because you have been identified as a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the class action lawsuit titled *Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann's Baking Co., Inc.* (the "Lawsuit"). This Notice is being sent to you as ordered by the Sacramento County Superior Court, which preliminarily approved the settlement and conditionally certified the class on [date]. This Notice informs you about the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to receive settlement money, and object to, or exclude yourself from, part of the settlement. If you do not make a claim for settlement money or exclude yourself from the settlement, and the settlement receives final approval from the Court, you will be bound by all of the terms of the settlement and any final judgment.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit, which was filed on September 14, 2020, alleges that class members were not properly compensated. The Lawsuit alleges the following claims: (1) failure to pay all wages owed, including minimum wages and overtime pay and sick leave; (2) failure to provide meal periods and/or to pay premiums for missed meal periods; (3) failure to authorize and permit rest periods and/or to pay premiums for failing to provide rest breaks; (4) failure to pay all wages due during employment and upon termination or resignation; (5) failure to provide legally-compliant wage statements; (6) failure to reimburse for business expenses; (7) unfair business practices, (8) civil penalties under the Private Attorneys General Act ("PAGA"); and (9) all damages, relief, penalties, interest and other amounts recoverable under those causes of action under California law, including but not limited to the California Labor Code, IWC Wage Order 7-2001, and the California Unfair Competition Law, as to the facts alleged, or could have been alleged, in the Lawsuit.

Defendant Mary Ann's Baking Co., Inc. denies each and all of the claims and contentions alleged by Plaintiffs, and the Court has not made any rulings regarding the merits of the case. After engaging in extensive investigation and an all-day mediation before an experienced mediator, Plaintiffs and Defendant agreed on a class settlement that was preliminarily approved by the Court on [date]. Plaintiffs and Class Counsel support the settlement.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Micheal Grebe and Silvia Vargas are the Class Representatives (also called Plaintiffs or Named Plaintiffs) in the Lawsuit, and they assert claims on behalf of themselves and the class. Mary Ann's Baking Co., Inc. ("MABCO") is the Defendant. A class action allows the Court to resolve the claims of all of the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit

on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all of the class members who choose not to exclude themselves from the class. The Court here has preliminarily certified this case as a class for settlement purposes only; the Court has not made any decision or expressed any opinion as to whether this case may proceed as a class action outside of the context of this proposed settlement.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All non-exempt, hourly individuals who performed work for any amount of time for MABCO as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022, inclusive (the “Class Period”).

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

The sum of no more than a Gross Fund Value of \$600,000.00 will be paid by Defendant in full satisfaction of all claims arising from the Action on a reversionary, claims-made basis. Additionally, Defendant will be obligated to pay and will pay the employer’s share of all payroll taxes due in connection with the portion of the settlement that constitutes wages. After attorneys’ fees and costs, a service award to the Plaintiffs, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Gross Fund Value, the entire remaining “Net Settlement Amount” (“NSA”) will be distributed on a pro rata basis to all Class Members who submit a timely and valid Claim Form. Each Class Member who submits a timely and valid Claim Form will be entitled to an Individual Settlement Payment consisting of their share of the Net Settlement Amount. If the amount of the Individual Settlement Payments claimed is less than forty percent (40%) of the NSA, then Defendant will be obligated to pay only the Settlement Floor Amount, which will equal 40% of the NSA. (Please note: as provided below, Class Members may not opt out of the settlement of the “PAGA” claims, i.e., the PAGA portion of the settlement.)

Subject to Court approval, the Gross Fund Value will be allocated as follows:

- Individual Settlement Payments: Each Class Member who submits a timely and valid Claim Form (“Settlement Class Member”) shall be entitled to an Individual Settlement Payment, to be calculated by dividing the number of workweeks worked by the Individual Settlement Class Member by all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). Information on how to dispute your workweeks worked can be found below.
- Class Representative Enhancement Payment: Micheal Grebe and Silvia Vargas, the Named Plaintiffs, will request from the Court an award of \$10,000 each in recognition of their efforts and risks in assisting with the prosecution of the Lawsuit and in return for executing a General Release of Defendant. Defendant does not object to this requested service award. This amount will be paid from the Gross Fund Value, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- **Class Counsel Award:** Class Counsel will request that the Court approve attorneys' fees not to exceed 35 percent (35%) of the Gross Fund Value, for the litigation and resolution of this Lawsuit plus actual costs and expenses not expected to exceed \$ 18,500. Defendant does not object to the requested fees and costs. This amount will be paid from the Gross Fund Value, and any amount not approved by the Court will revert to the Net Settlement Amount for distribution.
- **PAGA Fund:** \$20,000 from the Gross Fund Value is allocated for payment under the Private Attorneys General Act of 2004. 75% of the allocation (\$15,000) will be paid to the California Labor and Workforce Development Agency as required by law; and 25% (\$5,000) of the allocation will be distributed as part of the Net Settlement Amount.
- **Settlement Administration:** The cost of settlement administration is approximately \$10,500, which pays for such tasks as mailing and tracking of this Notice, mailing checks and tax forms, and reporting to the parties and the Court. This payment will be made to Simpluris, which is serving as the Settlement Administrator in this case. This amount will be paid from the Gross Fund Value, and any amount not approved by the Court will revert to the Net Settlement Amount for distribution.
- Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date on which they are issued. After that time, all funds represented by uncashed checks shall be distributed according to section 384(a)(3) of the California Code of Civil Procedure, as determined by the Court at final approval.

The validity and enforceability of the Settlement, including the Class Members' release of claims, are not contingent on a minimum number of valid and timely Claims Forms submitted by Class Members. Class Members who do not submit a Claim Form will still be subject to this settlement and will still release their claims. Class Members who do not opt out will be deemed to have released certain claims against the Defendant and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Released Parties"). The Released Claims include any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal or state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 et seq. that occurred during the Class Period. This Release shall include all claims and theories arising under the California Labor Code,

wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 et seq., 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under Business and Professions Code section 17200 et seq., and/or Labor Code Sections 2698 et seq. based on alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201 et seq, and 29 C.F.R. § 826.150, as alleged in the Action. The release of claims shall include a Civil Code Section 1542 release as to the released claims only. The release shall expressly exclude all other claims, including claims for vested benefits under ERISA or Taft-Hartley plans, wrongful termination, unemployment insurance, disability insurance, Social Security, workers' compensation, and class claims outside of the class period ("Released Claims"). Class Members may not opt out of the settlement as it relates to the PAGA claims and the release of the PAGA claims. Defendant also will get a release of FLSA claims, but only with respect to those Class Members submit a timely and valid Claim Form. This release shall apply to claims arising at any point up through February 28, 2022.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You must complete the accompanying Claim Form and submit it to Simpluris. You will then receive a settlement payment if the settlement receives final approval and you do not take affirmative steps to exclude yourself from or "opt out" of the settlement, as explained below. **If you move, please contact the Settlement Administrator to update your address.** Your settlement payment will be mailed to the most recent address on file with the Settlement Administrator. It is your responsibility to inform the Settlement Administrator of your updated information. The Settlement Administrator may be contacted by mail, email or telephone:

Grebe and Vargas v. Mary Ann's Baking Co., Inc.

c/o _____

[Insert Mailing Address]

[Insert Telephone Number]

Insert Email Address]

HOW DO I DISPUTE MY WORKWEEKS?

Your claim is based upon your total number of workweeks worked between April 6, 2016 and February 28, 2022. **MABCO's records show that you worked [REDACTED] workweeks during the Class Period. Based on this information, your estimated gross settlement payment will be \$ [REDACTED]. The actual amount of your payment may be higher or lower.**

ONLY if you disagree with MABCO's calculation of your workweeks, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs or time records. The decision of the Settlement Administrator will be final.

Disputes must be mailed to the address below and must be postmarked no later than [insert same date as the claims form, objection, and opt-out deadline]:

Grebe and Vargas v. MABCO
c/o _____
[Insert Mailing Address]
[Insert Telephone Number]

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

With the exception of the settlement of the PAGA claims, you have the right to request exclusion from the settlement, i.e., to request exclusion from the class (non-PAGA) portion of the settlement (the “class settlement”). To do so, you must submit a written request to opt-out of the class settlement to the Settlement Administrator at the following address:

Grebe and Vargas v. MABCO
c/o _____
[Insert Mailing Address]
[Insert Telephone Number]

To be valid, a written request for exclusion from the class settlement must: (1) state the case name; (2) make the following statements, or a similar statement: **“I wish to opt out of the class settlement of the class action lawsuit titled *Michael Grebe and Silvia Vargas v. Mary Ann’s Baking Co., Inc.* I understand that, if I opt out of the class settlement, I will receive no money from the class settlement described in this Notice.”**; (3) contain the name, address and telephone number and the last four digits of the Social Security number of the person asking to opt-out; (4) be signed by the Class Member; and (5) be mailed to the Settlement Administrator at the address above and postmarked by [date]. Unless you timely opt out of the class settlement, you will be bound by the judgment upon final approval of the settlement, including the Release described in this Notice.

If you timely opt out of the class settlement, you will not be entitled to receive any payment under the class settlement. Class Counsel will not represent your interests if you opt out. **CLASS MEMBERS MAY NOT OPT OUT OF THE SETTLEMENT OF THE PAGA CLAIMS. EVEN IF YOU OPT OUT OF THE CLASS SETTLEMENT, YOU WILL RECEIVE A PAYMENT FOR THE RELEASE OF THE PAGA CLAIMS AND ALL PAGA CLAIMS COVERED BY THE RELEASE WILL BE EXTINGUISHED BY OPERATION OF LAW.**

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member *who has not asked to opt out of the class settlement* may object to the settlement. Keep in mind that objecting is not the same as asking to opt out. Submitting an objection will *not* exclude you from the Class; rather, you must remain in the class to object. *If your objection is overruled, you still will be bound by the settlement.*

If you wish to object to the settlement, you may submit your written Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed attorneys’ fees,

the Class Representative Enhancement Payment, or the Settlement Administrator's payment. A written Objection must be signed by you and include: (1) the case name, (2) your full name and most current address, and (3) the last four digits of your Social Security number. The written Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than [date]. Late Objections may not be considered.

If you wish, you also may appear at the Final Approval Hearing set for [date], 2022, at [time] in Dept. [] of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not ask to opt out of the class settlement, whether or not they submit a Claim Form and whether or not they timely cash their individual settlement payments. Final approval of the class settlement will bar any Class Member who does not opt out of the settlement from initiating a lawsuit or other proceeding regarding a claim originating during the Release Period (*i.e.*, from April 6, 2016 through February 28, 2022, inclusive) that was alleged or that could have been alleged in the operative complaint. Final approval of the settlement also will bar all Class Members from initiating a PAGA action or proceeding regarding a PAGA claim originating during the Release Period that was alleged or that could have been alleged based on the facts alleged in the operative complaint. The Settlement Agreement contains additional details about the scope of the release.

IS ANYONE REPRESENTING ME REGARDING THIS SETTLEMENT?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiffs and the Settlement Class Members are represented by:

JUSTICE LAW CORPORATION
Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

SHIMODA & RODRIGUEZ LAW, P.C.
Galen T. Shimoda
Justin P. Rodriguez
9401 East Stockton Blvd., Suite 120
Elk Grove, California 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Class Members will not be charged separately for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Stipulation and Settlement of Class, Collective, and Representative Action (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may contact Class Counsel or the Settlement Administrator for copies of case documents.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, DEFENSE COUNSEL, THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS REGARDING THE SETTLEMENT

If you have any questions about the settlement, you can contact Class Counsel:

CLASS COUNSEL

JUSTICE LAW CORPORATION

Douglas Han

Shunt Tatavos-Gharajeh

Phillip Song

751 N. Fair Oaks Avenue, Suite 101

Pasadena, California 91103

Telephone: (818) 230-7502

Facsimile: (818) 230-7259

SHIMODA & RODRIGUEZ LAW, P.C.

Galen T. Shimoda

Justin P. Rodriguez

9401 East Stockton Blvd., Suite 120

Elk Grove, California 95624

Telephone: (916) 525-0716

Facsimile: (916) 760-3733

Exhibit G

<<XXX ID>>

CLAIM FORM/FLSA CONSENT FORM AND CLASS MEMBER RELEASE

TO RECEIVE SETTLEMENT MONEY YOU MUST SIGN, DATE, AND TIMELY SEND PAGES 1 & 2 OF THIS COMPLETED CLAIM FORM AND CLASS MEMBER RELEASE TO:

Grebe & Vargas v. Mary Ann's Baking Co. Settlement Administrator
c/o [Claims Administrator]

CLAIMANT INFORMATION

XXX ID: «ID»
FULL NAME: <<Name>>
ADDRESS: <<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>
<<IMBBarcode>>

SSN: Last 4 SSN (Please provide complete Social Security Number on Page 2 if not listed.)

Your share of the Settlement is based on your total number of workweeks as a non-exempt employee of Mary Ann's Baking Co., Inc. from April 6, 2016 through February 28, 2022. (the "Class Period"). Mary Ann's Baking Co., Inc.'s records show that, within that period, you worked the following number of workweeks: <<totalworkweeks>>. Based on this information, your estimated share of the Settlement is <<estAmount>>. Your actual final share may vary from this amount depending on the number of timely and valid claims submitted by Class Members. A check for your share of the Settlement will be mailed to you only if you complete and timely return this Claim Form/FLSA Consent Form and Class Member Release, it is determined to be valid, and the Court grants final approval of the Settlement. If you do not submit this Claim Form, you will still be subject to this settlement and will still release your claims. If you do not wish to participate in the Settlement you may opt out of the settlement by timely submitting a request for exclusion from the Settlement to the Settlement Administrator, as explained in the attached Class Notice.

If the information listed above is correct, and you wish to receive a settlement award, you must sign and date this form below, and timely send it to the address noted above. To be timely, this form must be postmarked on or before XXX. (If you wish to have a confirmation that the Settlement Administrator received your Claim Form, send via Certified U.S. mail, with a return receipt requested.)

If your address is incorrectly identified above, you must complete the "Change of Address" form on Page 2 of this Claim Form.

CLASS MEMBER RELEASE

I would like to receive my share of settlement funds.

I agree that if approved by the Court, the proposed Settlement will be binding on me and the members of the class and will bar me and any Class Member who does not timely opt out of the Settlement from bringing any claims against Mary Ann's Baking Co., Inc. (including its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them-- collectively, the "Released Parties") from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all

duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 *et seq.* that occurred during the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code Sections 2698 *et seq.* based on alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.*, and 29 C.F.R. § 826.150, as alleged in the Action. .

I have reviewed the Class Notice and this Claim Form/FLSA Consent Form, and I consent to join in this action and have the named Plaintiffs and their counsel represent me in this lawsuit.

I understand and agree that after receiving my timely signed and dated Claim Form/FLSA Consent Form, and following Court approval of this class settlement, the Settlement Administrator will mail a check to me for my share of the Settlement. This check will be in full settlement of the Released Claims, as set forth above. I further understand and agree that, regardless of whether or not I cash the check issued to me, the Settlement will be binding on me.

IF YOU DO NOT CASH YOUR CHECK WITHIN ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE POSTMARK DATE OF THE MAILING OF THE SETTLEMENT CHECK TO YOU, YOUR CHECK WILL BE VOID ALL AMOUNTS REMAINING FROM VOIDED AND UNCASHED CHECKS SHALL BE SENT TO THE STATE OF CALIFORNIA UNCLAIMED PROPERTY FUND AND SHALL BE AVAILABLE TO BE CLAIMED FROM THE CALIFORNIA STATE CONTROLLER'S OFFICE. WHETHER OR NOT YOU CASH YOUR CHECK, YOU WILL BE DEEMED TO HAVE WAIVED IRREVOCABLY ANY RIGHT OR CLAIM TO YOUR SETTLEMENT SHARE.

I agree that the information show on this Claim Form/FLSA Consent Form is true and correct to the best of my knowledge, and I hereby expressly agree to opt-in to the Settlement.

Date

Signature

If you signed and dated immediately above, and have no change of address or corrections to your total number of workweeks, do NOT complete below.

**CHANGE OF ADDRESS:
ONLY FILL OUT THIS FORM IF YOUR ADDRESS IS
NOT LISTED CORRECTLY ON PAGE ONE
PLEASE PRINT CLEARLY**

If you have any address correction, please note it in the space provided below and return this with your Claim Form to the Settlement Administrator, at the address noted on page 1. If making corrections, please also enter your daytime telephone number and Social Security number in the spaces below.

SSN: _____

FULL NAME: _____

NEW ADDRESS: _____

DAYTIME TELEPHONE NUMBER: _____

<<XXX ID>>

I declare that the information provided by me is true and correct to the best of my knowledge.

Date

Signature

Exhibit H