

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

Attorneys for Plaintiff MICHAEL GREBE

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

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

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

CLASS ACTION

**DECLARATION OF MICHAEL GREBE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL 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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I, MICHAEL GREBE, declare:

1. I am a competent adult, I have personal knowledge of the facts set forth in this declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support of Plaintiffs' Motion for Preliminary Approval of Class, Collective, and Representative Action Settlement ("Motion").

2. I worked for Defendant Mary Ann's Baking Co., Inc. ("Defendant") from approximately July 2019 to October 2019 as an hourly, non-exempt employee. I was subject to all of Defendant's policies and practices that have been alleged as unlawful in the Complaint and the notice sent to the Labor and Workforce Development Agency, including the following: (a) failure to pay overtime; (b) failure to provide meal and rest periods or pay premiums in lieu thereof; (c) failure to pay minimum wages; (d) failure to timely pay final wages; (e) failure to provide accurate wage statements; (f) failure to reimburse expenses; and (g) failure to pay all sick leave wages.

3. I have actively participated in the litigation of this case. I have given a detailed account of all the facts related to my employment and the claims asserted in the Complaint. I provided extensive documentation in support of the claims brought against Defendant including paystubs, Defendant's policies, and other documents related to my work with Defendant and to the claims brought in the class action. I met with and assisted my attorneys at Justice Law Corporation in understanding the documents and providing context for Defendant's payroll process as it applied to me and how I believed it applied to Defendant's other employees.

4. My attorneys explained to me the risks and benefits of bringing a class action and a claim under the Private Attorneys General Act of 2004 (“PAGA”). I understood that I took on the risk, both professionally and financially, in pursuing the case as a class and representative action rather than pursuing my claims individually. I understood that pursuing the case as a class action meant that it would take substantially longer than pursuing a claim with the California Labor Commissioner and that I risked getting nothing in the end. Similarly, serving as a representative also exposed me to the risk of having a judgment entered against me for attorneys’ fees and costs and potentially having difficulty finding employment. But I believed it was important to make sure that Defendant followed the law for everyone.

/ / /

1 5. I maintained communication with my attorneys throughout the litigation, discussing the
2 facts and policies at issue in the case with Justice Law Corporation. I asked questions when I needed
3 clarification about various aspects of this case to make sure there were continually steps taken to advance
4 the interests of the Class. I also understood that the recovery in this case was for the benefit of my fellow
5 coworkers, not just for me. When my attorneys contacted me asking for more information or documents
6 related to the case, I made myself available and tried to give or obtain any additional information I could.
7 I participated in the negotiations and settlement discussions in this case, including remotely participating
8 in mediation, speaking with my attorney to answer questions, providing any additional information
9 needed to assist the negotiations, and discussing the potential terms of the Agreement.

10 6. I have reviewed the final Agreement, discussed the terms with my attorneys, and asked
11 my attorney any questions I had. I believe the terms of the Agreement and allocations are fair and
12 reasonable given the facts of the case.

13 7. I have not received any benefits as a result of filing this lawsuit. I have, however,
14 experienced substantial burdens as a result of filing the lawsuit that other Class Members were not subject
15 to. For example, in bringing the lawsuit, I assumed the risk of having to pay Defendant's costs if the
16 Court or jury rules against us on the claims. My understanding is that this is a substantial risk because
17 the costs associated with litigation, in general, are very high and this cost is multiplied many times over
18 in complex litigation like class actions. I have spent a substantial amount of time in this case, securing a
19 monetary benefit for many individuals who have not had to do anything whatsoever to have the
20 opportunity to receive it. This was in addition to risk of having difficulty finding employment in the
21 future when compared to employee candidates who have not filed wage-and-hour and/or PAGA lawsuits
22 against their former employers.

23 8. Although I have already spent a substantial amount of time on this case and assisting my
24 attorneys, I expect the amount of time I spend on this case will increase if preliminary approval is
25 granted because Class Members will likely reach out to me about the Agreement and the process for
26 receiving payment.

9. I understand that any Class Representative Enhancement Payment I may receive is for my participation as a class representative and it is not contingent on my support or approval of the Agreement. I do not believe I have any conflicts with any Class Members.

10. I am not related to anyone associated with Class Counsel nor have I received any undisclosed agreements or undisclosed payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 29th of September 2022 in Sacramento, California.

Michael Grebe

Michael Grebe