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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,

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

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

4 **IV. Payments To Settlement Class Members And PAGA Group Members**

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

12 **V. Labor and Workforce Development Agency Payment.**

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

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

22 **VI. Individual Settlement Payment Calculations.**

23 Each Class Member will be eligible to receive a portion of the Net Settlement Amount. This
24 Settlement will be a claims-made settlement. Each Class Member who submits a timely and valid Claim
25 Form ("Settlement Class Member") shall be entitled to an Individual Settlement Payment consisting of
26 their share of the Net Settlement Amount. The Claim Form will contain opt-in and release language
27 regarding the release of the FLSA claim. Each Settlement Class Member's potential share of the Net
28 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

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

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

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

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

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

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

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

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
15 Dated: June 9, 2022

By 

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

16
17
18 **COUNSEL ON FOLLOWING PAGE**
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28

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

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<<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