

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TREVOR JOHNSON, individually and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

RENAUD'S BAKERY AND BISTRO, INC.,
a California corporation; and DOES 1
through 100, inclusive,

Defendant.

Case No.: 19STCV35046

Honorable Carolyn B. Kuhl
Department SSC12

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 17, 2020
Time: 10:30 a.m.
Department: SSC12

Complaint Filed: October 2, 2019
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department SSC12 of the
2 Superior Court of the State of California, for the County of Los Angeles, on November 17, 2020 at
3 10:30 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Trevor Johnson ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees and NYE, STIRLING, HALE &
6 MILLER, LLP appear as counsel for Defendant Renaud's Bakery and Bistro, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Stipulation of Settlement and Release
12 ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to the
13 Declaration of Edwin Aiwarzian in Support of Plaintiff's Motion for Preliminary Approval of Class
14 Action Settlement. This is based on the Court's determination that the Settlement falls within the
15 range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. The Court hereby grants Plaintiff Trevor Johnson leave to file the [Proposed] First
20 Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys
21 General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint" or "First Amended
22 Complaint") which is attached hereto as "**EXHIBIT A**." The First Amended Complaint shall be
23 deemed filed on the date of Preliminary Approval, and shall be the operative complaint in the action
24 for purpose of Settlement, including the release of claims. Defendant shall have ten (10) court days
25 from the date on which the First Amended Complaint is deemed filed to file an Answer to the First
26 Amended Complaint

27 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
28 and reasonable. It appears to the Court that extensive investigation and research have been

1 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
2 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
3 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
4 further prosecution of the case. It further appears that the Settlement has been reached as the result
5 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

6 5. The Court preliminarily finds that the Settlement, including the allocations for the
7 Attorneys' Fees and Litigation Costs, Enhancement Award, LWDA Penalty, Administration Costs,
8 and payments to the Settlement Class Members provided thereby, appear to be within the range of
9 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
10 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
11 preliminarily finds that the monetary settlement awards made available to the Class Members are
12 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
13 relating to certification, liability, and damages issues.

14 6. The Court concludes that, for settlement purposes only, the proposed Class meets
15 the requirements for certification under section 382 of the California Code of Civil Procedure in
16 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
17 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
18 community of interest amongst the members of the Class with respect to the subject matter of the
19 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
20 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
21 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
22 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
23 of the Class.

24 7. The Court conditionally certifies, for settlement purposes only, the Class, defined as
25 follows:

26 All current and former hourly-paid or non-exempt employees who worked for
27 Defendant in California at any time during the period from October 2, 2015 through
the date of this Order.

28 8. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class

1 (“Class Counsel”).

2 9. The Court provisionally appoints Plaintiff Trevor Johnson as the representative of
3 the Class (“Class Representative”).

4 10. The Court provisionally appoints Phoenix Class Action Administration Solutions
5 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

6 11. Within seven (7) calendar days of the date of this Order, Defendant shall provide the
7 Settlement Administrator with the following information about each Class Member: full name, last
8 known home address and telephone number, Social Security number, dates of employment during
9 the period from October 2, 2015 to the date of this Order (“Class Period”) in covered positions, the
10 number of Workweeks allocated to him or her, and any other pertinent information, such as leaves
11 of absence, which may impact the Class Member’s Workweek count (collectively referred to as the
12 “Class Data List”) in conformity with the Settlement Agreement.

13 12. The Court approves, both as to form and content the Notice of Class Action
14 Settlement (“Notice”) attached hereto as **“EXHIBIT B”**. The Notice shall be provided to Class
15 Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice
16 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
17 of Class Members’ right to be excluded from the Settlement by submitting an opt out request, of
18 Class Members’ right to dispute the Workweeks credited to each of them, and of each Settlement
19 Class Member’s right and opportunity to object to the Settlement by submitting an objection. The
20 Court further finds that distribution of the Notice substantially in the manner and form set forth in
21 the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
22 Agreement and this Order, meet the requirements of due process and shall constitute due and
23 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
24 Administrator to mail the Notice by First-Class U.S. mail to all Class Members within ten (10)
25 calendar days of this Order, pursuant to the terms set forth in the Settlement Agreement.

26 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
27 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
28 to be excluded from the Settlement by submitting a timely written opt out request in conformity with

1 the requirements set forth in the Notice, to the Settlement Administrator, postmarked no later than
2 the date which is sixty (60) calendar days from the initial mailing of the Notice to Class Members,
3 or, in the case of a re-mailed Notice, the fifteen (15) calendar days from the date of the re-mailing
4 (“Response Deadline”). Any such person who timely and validly chooses to opt out of, and be
5 excluded from, the Settlement will not be entitled to any recovery under the Settlement and will not
6 be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members
7 who have not submitted a timely and valid request to be excluded from the Settlement (i.e.,
8 Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment
9 based thereon.

10 14. A Final Approval Hearing shall be held before this Court on
11 _____ at _____ a.m./p.m. in
12 Department SSC12 of the Los Angeles County Superior Court, located at Spring Street- 312 North
13 Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the
14 Settlement, including: whether the proposed settlement of the action on the terms and conditions
15 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
16 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
17 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
18 to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees
19 and Litigation Costs, Enhancement Award, and Administration Costs.

20 15. Class Counsel shall file a motion for final approval of the Settlement and for
21 Attorneys' Fees and Litigation Costs, Enhancement Award, and Administration Costs, along with
22 the appropriate declarations and supporting evidence, including the Settlement Administrator's
23 declaration, by _____, to be heard
24 at the Final Approval Hearing.

25 16. To object to the Settlement, a Class Member must serve the Settlement
26 Administrator with a written notice of objection on or before the Response Deadline. The objection
27 must be signed and must contain the information that is required, as set forth in the Notice, including
28 and not limited to the grounds for the objection.

1 17. The Settlement is not a concession or admission, and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
5 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
6 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
7 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
8 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
9 implementation, interpretation, or enforcement of the Settlement.

10 18. In the event the Settlement does not become effective in accordance with the terms
11 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
12 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
13 vacated, and the Parties shall revert back to their respective positions as of before entering into the
14 Settlement Agreement.

15 19. The Court reserves the right to adjourn or continue the date of the Final Approval
16 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
17 Members, and retains jurisdiction to consider all further applications arising out of or connected with
18 the Settlement.

19 **IT IS SO ORDERED.**

20
21 Dated: _____

By: _____
The Honorable Carolyn B. Kuhl
Judge of the Superior Court

EXHIBIT A

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TREVOR JOHNSON, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

RENAUD'S BAKERY AND BISTRO, INC.,
a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.:

**[PROPOSED] FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES
& ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE
§ 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.;

(11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff TREVOR JOHNSON (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, and alleges as follows:

JURISDICTION AND VENUE

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

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

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles.

///

///

///

PARTIES

5. Plaintiff TREVOR JOHNSON is an individual residing in the State of California.

6. Defendant RENAUD’S BAKERY AND BISTRO, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. At all relevant times, Defendant RENAUD’S BAKERY AND BISTRO, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants RENAUD’S BAKERY AND BISTRO, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant RENAUD’S BAKERY AND BISTRO, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

1 ///

2 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
3 affected the working conditions, wages, working hours, and conditions of employment of
4 Plaintiff and the other class members and aggrieved employees so as to make each of said
5 Defendants employers liable under the statutory provisions set forth herein.

6 **CLASS ACTION ALLEGATIONS**

7 12. Plaintiff brings this action on his own behalf and on behalf of all other members
8 of the general public similarly situated, and, thus, seeks class certification under California
9 Code of Civil Procedure section 382.

10 13. The proposed class is defined as follows:

11 All current and former hourly-paid or non-exempt employees who worked for
12 any of the Defendants within the State of California at any time during the
13 period from October 2, 2015 to final judgment and who reside in California.

14 14. Plaintiff reserves the right to establish subclasses as appropriate.

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

17 a. Numerosity: The class members are so numerous that joinder of all class
18 members is impracticable. The membership of the entire class is
19 unknown to Plaintiff at this time; however, the class is estimated to be
20 greater than fifty (50) individuals and the identity of such membership is
21 readily ascertainable by inspection of Defendants' employment records.

22 b. Typicality: Plaintiff's claims are typical of all other class members' as
23 demonstrated herein. Plaintiff will fairly and adequately protect the
24 interests of the other class members with whom he has a well-defined
25 community of interest.

26 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
27 each class member, with whom he has a well-defined community of
28 interest and typicality of claims, as demonstrated herein. Plaintiff has no

1 interest that is antagonistic to the other class members. Plaintiff's
2 attorneys, the proposed class counsel, are versed in the rules governing
3 class action discovery, certification, and settlement. Plaintiff has
4 incurred, and during the pendency of this action will continue to incur,
5 costs and attorneys' fees, that have been, are, and will be necessarily
6 expended for the prosecution of this action for the substantial benefit of
7 each class member.

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

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

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

- 21 a. Whether Defendants' failure to pay wages, without abatement or
22 reduction, in accordance with the California Labor Code, was willful;
23 b. Whether Defendants' had a corporate policy and practice of failing to
24 pay their hourly-paid or non-exempt employees within the State of
25 California for all hours worked and missed (short, late, interrupted,
26 and/or missed altogether) meal periods and rest breaks in violation of
27 California law;
28 c. Whether Defendants required Plaintiff and the other class members to

work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;

- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

///

1 ///

2 **PAGA ALLEGATIONS**

3 17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
4 Defendants.

5 18. At all times herein set forth, PAGA provides that any provision of law under the
6 California Labor Code that provides for a civil penalty, including unpaid wages and premium
7 wages, to be assessed and collected by the LWDA for violations of the California Labor Code
8 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
9 on behalf of himself and other current or former employees pursuant to procedures outlined in
10 California Labor Code section 2699.3.

11 19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
12 employee," who is any person that was employed by the alleged violator and against whom
13 one or more of the alleged violations was committed.

14 20. Plaintiff was employed by Defendants and the alleged violations were
15 committed against her during her time of employment and she is, therefore, an aggrieved
16 employee. Plaintiff and the other employees are "aggrieved employees" as defined by
17 California Labor Code section 2699(c) in that they are current or former employees of
18 Defendants, and one or more of the alleged violations were committed against them.

19 21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
20 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
21 following requirements have been met:

22 a. The aggrieved employee shall give written notice by online submission
23 (hereinafter "Employee's Notice") to the LWDA and by certified mail to
24 the employer of the specific provisions of the California Labor Code
25 alleged to have been violated, including the facts and theories to support
26 the alleged violations.

27 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the
28 employer and the aggrieved employer by certified mail that it does not

intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

22. On TBD, Plaintiff provided written notice by online submission to the LWDA and by certified mail to Defendant of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, have been satisfied.

GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately July 2017 to approximately October 2017, in the State of California, County of Los Angeles.

25. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of

1 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
2 and the other class members.

3 28. Defendants directly hired and paid wages and benefits to Plaintiff and the other
4 class members.

5 29. Defendants continue to employ hourly-paid or non-exempt employees within the
6 State of California.

7 30. Plaintiff and the other class members worked over eight (8) hours in a day, forty
8 (40) hours in a week, and/or over six (6) consecutive days in a workweek during their
9 employment with Defendants.

10 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
12 non-exempt employees within the State of California. This pattern and practice involved, *inter*
13 *alia*, failing to pay them for all hours worked earned and for missed, short, late, and/or
14 interrupted meal periods and rest breaks in violation of California law.

15 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 certain wages for overtime compensation and that they were not receiving accurate overtime
18 compensation for all overtime hours worked.

19 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 failed to use the commissions/non-discretionary bonuses/non-discretionary performance pay to
21 calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime
22 wages where Plaintiff and the other class members earned commissions/non-discretionary
23 bonuses/non-discretionary performance pay and overtime wages in the same workweek.

24 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 failed to provide Plaintiff and the other class members all required rest and meal periods during
26 the relevant time period as required under the Industrial Welfare Commission Wage Orders
27 and thus they are entitled to any and all applicable premium wages. Defendants' failure
28 included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely,

1 uninterrupted thirty (30) minute meal periods to Plaintiff and the other class members. Plaintiff
2 and the other class members were required to perform work during meal periods and rest
3 periods.

4 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control
6 over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other
7 class members a reasonable opportunity to take, and impeded or discouraged them from taking
8 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
9 for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted
10 meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours

11 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members were entitled to receive
13 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
14 member's regular rate of pay when a meal period was missed, short, late, and/or interrupted,
15 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's
16 and the other class member's regular rate of pay when a meal period was missed, short, late,
17 and/or interrupted.

18 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
21 member's regular rate of pay when a rest period was missed, short, late, and/or interrupted, and
22 they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and
23 the other class members' regular rate of pay when a rest period was missed, short, late, and/or
24 interrupted.

25 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members were entitled to receive
27 at least minimum wages for compensation and that they were not receiving at least minimum
28 wages for all hours worked.

1 ///

2 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members were entitled to receive
4 all wages owed to them upon discharge or resignation, including earned but unpaid overtime
5 and minimum wages and meal and rest period premiums, and they did not, in fact, receive all
6 such wages owed to them at the time of their discharge or resignation.

7 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 all wages owed to them during their employment. Plaintiff and the other class members did
10 not receive payment of all wages, including overtime and minimum wages and meal and rest
11 period premiums, within any time permissible under California Labor Code section 204.

12 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to receive
14 complete and accurate wage statements in accordance with California law, but, in fact, they did
15 not receive complete and accurate wage statements from Defendants. The deficiencies
16 included, *inter alia*, the failure to include the actual number of hours worked by Plaintiff and
17 the other class members, including work to be performed off-the-clock.

18 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Defendants had to keep complete and accurate payroll records
20 for Plaintiff and the other class members in accordance with California law, but, in fact, did
21 not keep complete and accurate payroll records.

22 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to
24 reimbursement for necessary business-related expenses.

25 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that they had a duty to compensate Plaintiff and the other class
27 members pursuant to California law, and that Defendants had the financial ability to pay such
28 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely

1 represented to Plaintiff and the other class members that they were properly denied wages, all
2 in order to increase Defendants' profits.

3 45. During the relevant time period, Defendants failed to pay overtime wages to
4 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
5 class members did not receive compensation at one-and-one-half the regular rate of pay for all
6 hours spent performing job duties in excess of eight (8) hours per day, forty (40) hours per
7 week, and/or for the first eight (8) hours worked on the seventh day of work in a workweek.

8 46. During the relevant time period, Defendants failed to use the commissions/non-
9 discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay
10 used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the
11 other class members earned shift differential pay/commissions/non-discretionary bonuses/non-
12 discretionary performance pay and overtime wages in the same workweek.

13 47. During the relevant time period, Defendants failed to provide all requisite
14 uninterrupted meal and rest periods to Plaintiff and the other class members.

15 48. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 class members at least minimum wages for all hours worked.

17 49. During the relevant time period, Defendants failed to pay Plaintiff and the other
18 class members all wages owed to them upon discharge or resignation.

19 50. During the relevant time period, Defendants failed to pay Plaintiff and the other
20 class members all wages within any time permissible under California law, including, *inter*
21 *alia*, California Labor Code section 204.

22 51. During the relevant time period, Defendants failed to provide complete or
23 accurate wage statements to Plaintiff and the other class members.

24 52. During the relevant time period, Defendants failed to keep complete or accurate
25 payroll records for Plaintiff and the other class members.

26 53. During the relevant time period, Defendants failed to reimburse Plaintiff and the
27 other class members for all necessary business-related expenses and costs.

28 54. During the relevant time period, Defendants failed to properly compensate

1 Plaintiff and the other class members pursuant to California law in order to increase
2 Defendants' profits.

3 55. California Labor Code section 218 states that nothing in Article 1 of the Labor
4 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
5 due to him [or her] under this article."

6 **FIRST CAUSE OF ACTION**

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

8 **(Against RENAUD'S BAKERY AND BISTRO, INC. and DOES 1 through 100)**

9 56. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
10 through 55, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

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

17 58. Specifically, the applicable IWC Wage Order provides that Defendants are and
18 were required to pay Plaintiff and the other class members employed by Defendants, and
19 working more than eight (8) hours in a day, more than forty (40) hours in a week, and/or more
20 than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours
21 worked in excess of eight (8) hours in a day and up to and including twelve (12) hours, more
22 than forty (40) hours in a week, and/or the first eight (8) hours worked on the seventh day of
23 work in a workweek.

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

27 60. California Labor Code section 510 codifies the right to overtime compensation
28 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours

1 in a day, in excess of forty (40) hours in a week or for the first eight (8) hours worked on the
2 seventh day of work, and to overtime compensation at twice the regular hourly rate for hours
3 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
4 seventh day of work in a workweek.

5 61. During the relevant time period, Plaintiff and the other class members worked in
6 excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of
7 six (6) consecutive days in a workweek.

8 62. During the relevant time period, Defendants intentionally and willfully failed to
9 pay overtime wages owed to Plaintiff and the other class members, including failing to
10 properly calculate the regular rate of pay and overtime rate of pay. Plaintiff and the other class
11 members did not receive overtime compensation at one-and-one-half times the regular rate of
12 pay for all hours spent performing job duties in excess of eight (8) hours in a day or forty (40)
13 hours in a week or for the first eight (8) hours worked on the seventh day.

14 63. Defendants' failure to pay Plaintiff and the other class members the unpaid
15 balance of overtime compensation, as required by California laws, violates the provisions of
16 California Labor Code sections 510 and 1198, and is therefore unlawful.

17 64. Pursuant to California Labor Code section 1194, Plaintiff and the other class
18 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
19 attorneys' fees.

20 **SECOND CAUSE OF ACTION**

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

22 **(Against RENAUD'S BAKERY AND BISTRO, INC. and DOES 1 through 100)**

23 65. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 64, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 66. At all relevant times, the IWC Order and California Labor Code sections 226.7
27 and 512(a) were applicable to Plaintiff's and the other class members' employment by
28 Defendants.

1 ///

2 67. At all relevant times, California Labor Code section 226.7 provides that no
3 employer shall require an employee to work during any meal or rest period mandated by an
4 applicable order of the California IWC.

5 68. At all relevant times, the applicable IWC Wage Order and California Labor
6 Code section 512(a) provide that an employer may not require, cause or permit an employee to
7 work for a work period of more than five (5) hours per day without providing the employee
8 with a meal period of not less than thirty (30) minutes, except that if the total work period per
9 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
10 consent of both the employer and employee.

11 69. At all relevant times, the applicable IWC Wage Order and California Labor
12 Code section 512(a) further provide that an employer may not require, cause or permit an
13 employee to work for a work period of more than ten (10) hours per day without providing the
14 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
15 that if the total hours worked is no more than twelve (12) hours, the second meal period may
16 be waived by mutual consent of the employer and the employee only if the first meal period
17 was not waived.

18 70. During the relevant time period, Plaintiff and the other class members who were
19 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
20 their legally-mandated meal periods by mutual consent, were required to work for periods
21 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
22 minutes and/or rest period.

23 71. During the relevant time period, Plaintiff and the other class members who were
24 scheduled to work for a period of time in excess of six (6) hours were required to work for
25 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
26 (30) minutes and/or rest period.

27 72. During the relevant time period, Plaintiff and other class members' meal periods
28 were missed, shortened, late, and/or were interrupted because Defendants required them to

perform and complete work duties, even when it resulted in missed, shortened, late, or interrupted meal periods. Defendants interrupted Plaintiff and the other class members during purported meal periods with business-related inquiries, instructions for tasks, and/or to require them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks.

73. As a result, Defendants failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

74. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

75. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

76. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

77. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against RENAUD'S BAKERY AND BISTRO, INC. and DOES 1 through 100)

78. Plaintiff incorporates by reference the allegations contained in paragraphs 1

1 through 77, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

3 79. At all times herein set forth, the applicable IWC Wage Order and California
4 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
5 employment by Defendants.

6 80. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC.

9 81. At all relevant times, the applicable IWC Wage Order provides that "[e]very
10 employer shall authorize and permit all employees to take rest periods, which insofar as
11 practicable shall be in the middle of each work period" and that the "rest period time shall be
12 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
13 hours or major fraction thereof" unless the total daily work time is less than three and one-half
14 (3 ½) hours.

15 82. During the relevant time period, Defendants required Plaintiff and other class
16 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
17 rest period per each four (4) hour period worked.

18 83. During the relevant time period, Defendants willfully required Plaintiff and the
19 other class members to work during rest periods and failed to pay Plaintiff and the other class
20 members the full rest period premium for work performed during rest periods.

21 84. During the relevant time period, Defendants failed to pay Plaintiff and the other
22 class members the full rest period premium due pursuant to California Labor Code section
23 226.7

24 85. Defendants' conduct violates applicable IWC Wage Orders and California
25 Labor Code section 226.7.

26 86. Pursuant to the applicable IWC Wage Orders and California Labor Code section
27 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
28 additional hour of pay at the employees' regular hourly rate of compensation for each work

1 day that the rest period was not provided.

2 **FOURTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

4 **(Against RENAUD’S BAKERY AND BISTRO, INC. and DOES 1 through 100)**

5 87. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 86, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 88. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
9 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
10 than the minimum so fixed is unlawful.

11 89. During the relevant time period, Defendants failed to pay minimum wage to
12 Plaintiff and the other class members as required, pursuant to California Labor Code sections
13 1194, 1197, and 1197.1. Defendants’ failure to pay minimum wages included, *inter alia*,
14 Defendants’ effective payment of zero dollars per hour for hours Plaintiff and the other class
15 members worked off-the-clock performing work duties.

16 90. Defendants’ failure to pay Plaintiff and the other class members the minimum
17 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
18 those sections Plaintiff and the other class members are entitled to recover the unpaid balance
19 of their minimum wage compensation as well as interest, costs, and attorney’s fees, and
20 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

21 91. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
22 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
23 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
24 minimum wages.

25 92. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
26 members are entitled to recover liquidated damages in an amount equal to the wages
27 unlawfully unpaid and interest thereon.

28 ///

1 ///

2 **FIFTH CAUSE OF ACTION**

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

4 **(Against RENAUD’S BAKERY AND BISTRO, INC. and DOES 1 through 100)**

5 93. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 92, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 94. At all relevant times herein set forth, California Labor Code sections 201 and
9 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
10 time of discharge are due and payable immediately, and if an employee quits his or her
11 employment, his or her wages shall become due and payable not later than seventy-two (72)
12 hours thereafter, unless the employee has given seventy-two (72) hours’ notice of his or her
13 intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 95. During the relevant time period, Defendants intentionally and willfully failed to
16 pay Plaintiff and the other class members who are no longer employed by Defendants their
17 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants’ employ.
18 Plaintiff and other class members were not paid at the time of their discharge wages earned and
19 unpaid throughout their employment, including but not limited to, minimum wages for time
20 worked off-the-clock to perform work duties and for meal and rest period premium payments.

21 96. Defendants’ failure to pay Plaintiff and the other class members who are no
22 longer employed by Defendants’ their wages, earned and unpaid, within seventy-two (72)
23 hours of their leaving Defendants’ employ, is in violation of California Labor Code sections
24 201 and 202.

25 97. California Labor Code section 203 provides that if an employer willfully fails to
26 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
27 shall continue as a penalty from the due date thereof at the same rate until paid or until an
28 action is commenced; but the wages shall not continue for more than thirty (30) days.

1 ///

2 98. Plaintiff and the other class members are entitled to recover from Defendants the
3 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
4 pursuant to California Labor Code section 203.

5 **SIXTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 204)**

7 **(Against RENAUD'S BAKERY AND BISTRO, INC. and DOES 1 through 100)**

8 99. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 98, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 100. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the 16th and the 26th day of the month during which the labor was
15 performed.

16 101. At all times herein set forth, California Labor Code section 204 provides that all
17 wages earned by any person in any employment between the 16th and the last day, inclusive,
18 of any calendar month, other than those wages due upon termination of an employee, are due
19 and payable between the 1st and the 10th day of the following month.

20 102. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned for labor in excess of the normal work period shall be paid no later than the
22 payday for the next regular payroll period.

23 103. During the relevant time period, Defendants intentionally and willfully failed to
24 pay Plaintiff and the other class members all wages due to them, within any time period
25 permissible under California Labor Code section 204.

26 104. Plaintiff and the other class members are entitled to recover all remedies
27 available for violations of California Labor Code section 204.

28 ///

1 ///

2 **SEVENTH CAUSE OF ACTION**

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

4 **(Against RENAUD’S BAKERY AND BISTRO, INC. and DOES 1 through 100)**

5 105. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 104, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 106. At all material times set forth herein, California Labor Code section 226(a)
9 provides that every employer shall furnish each of his or her employees an accurate itemized
10 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
11 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
12 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
13 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
14 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
15 his or her social security number, (8) the name and address of the legal entity that is the
16 employer, and (9) all applicable hourly rates in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate by the employee. The deductions
18 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
19 showing the month, day, and year, and a copy of the statement or a record of the deductions
20 shall be kept on file by the employer for at least three years at the place of employment or at a
21 central location within the State of California.

22 107. Defendants have intentionally and willfully failed to provide Plaintiff and the
23 other class members with complete and accurate wage statements. The deficiencies include,
24 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
25 the other class members.

26 108. As a result of Defendants’ violation of California Labor Code section 226(a),
27 Plaintiff and the other class members have suffered injury and damage to their statutorily-
28 protected rights.

1 ///

2 109. More specifically, Plaintiff and the other class members have been injured by
3 Defendants' intentional and willful violation of California Labor Code section 226(a) because
4 they were denied both their legal right to receive, and their protected interest in receiving,
5 accurate and itemized wage statements pursuant to California Labor Code section 226(a).
6 Because Plaintiff's and the other class members' wage statements did not reflect the accurate
7 number of hours worked, Plaintiff and the other class members were unable to determine the
8 total amount they were owed, and were unable to verify they were paid the proper amount. In
9 order to determine how much Plaintiff and the other class members should have been paid,
10 Plaintiff and the other class members would have had to engage in discovery and mathematical
11 computations in order to reconstruct the missing information

12 110. Plaintiff and the other class members are entitled to recover from Defendants the
13 greater of their actual damages caused by Defendants' failure to comply with California Labor
14 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
15 employee.

16 111. Plaintiff and the other class members are also entitled to injunctive relief to
17 ensure compliance with this section, pursuant to California Labor Code section 226(h).

18 **EIGHTH CAUSE OF ACTION**

19 **(Violation of California Labor Code § 1174(d))**

20 **(Against RENAUD'S BAKERY AND BISTRO, INC. and DOES 1 through 100)**

21 112. Plaintiff incorporates by reference the allegations contained in paragraphs 1
22 through 111, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 113. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
25 central location in the state or at the plants or establishments at which employees are
26 employed, payroll records showing the hours worked daily by and the wages paid to, and the
27 number of piece-rate units earned by and any applicable piece rate paid to, employees
28 employed at the respective plants or establishments. These records shall be kept in accordance

1 with rules established for this purpose by the commission, but in any case shall be kept on file
2 for not less than two years.

3 114. Defendants have intentionally and willfully failed to keep accurate and complete
4 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
5 class members.

6 115. As a result of Defendants' violation of California Labor Code section 1174(d),
7 Plaintiff and the other class members have suffered injury and damage to their statutorily-
8 protected rights.

9 116. More specifically, Plaintiff and the other class members have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
11 they were denied both their legal right and protected interest, in having available, accurate and
12 complete payroll records pursuant to California Labor Code section 1174(d).

13 **NINTH CAUSE OF ACTION**

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

15 **(Against RENAUD'S BAKERY AND BISTRO, INC. and DOES 1 through 100)**

16 117. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 116, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 118. Pursuant to California Labor Code sections 2800 and 2802, an employer must
20 reimburse its employee for all necessary expenditures incurred by the employee in direct
21 consequence of the discharge of his or her job duties or in direct consequence of his or her
22 obedience to the directions of the employer.

23 119. Plaintiff and the other class members incurred necessary business-related
24 expenses and costs that were not fully reimbursed by Defendants. For example, the costs of
25 necessary purchasing and laundering work clothing and the costs of the use of personal cell
26 phones for business-related purposes.

27 120. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
28 other class members for all necessary business-related expenses and costs.

1 ///

2 121. Plaintiff and the other class members are entitled to recover from Defendants
3 their business-related expenses and costs incurred during the course and scope of their
4 employment, plus interest accrued from the date on which the employee incurred the necessary
5 expenditures at the same rate as judgments in civil actions in the State of California.

6 **TENTH CAUSE OF ACTION**

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

8 **(Against RENAUD’S BAKERY AND BISTRO, INC. and DOES 1 through 100)**

9 122. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 121, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 123. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
13 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants’
14 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public
15 interest within the meaning of Code of Civil Procedure section 1021.5.

16 124. Defendants’ activities as alleged herein are violations of California law, and
17 constitute unlawful business acts and practices in violation of California Business &
18 Professions Code section 17200, et seq.

19 125. A violation of California Business & Professions Code section 17200, et seq.
20 may be predicated on the violation of any state or federal law. In this instant case, Defendants’
21 policies and practices of requiring employees, including Plaintiff and the other class members,
22 to work overtime without paying them proper compensation violate California Labor Code
23 sections 510 and 1198. Additionally, Defendants’ policies and practices of requiring
24 employees, including Plaintiff and the other class members, to work through their meal and
25 rest periods without paying them proper compensation violate California Labor Code sections
26 226.7 and 512(a). Defendants’ policies and practices of failing to pay minimum wages violate
27 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants’ policies and
28 practices of failing to timely pay wages to Plaintiff and the other class members violate

California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

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

ELEVENTH CAUSE OF ACTION

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

(Against RENAUD'S BAKERY AND BISTRO, INC. and DOES 1 through 100)

129. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 128, and each and every part thereof with the same force and effect as though fully set forth herein.

130. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

131. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

132. Plaintiff and the other hourly-paid or non-exempt employees, are "aggrieved

employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

133. Defendants’ failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failing to Provide Meal Periods

134. Defendants’ failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

135. Defendants’ failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

136. Defendants’ failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197, and 1197.1.

Failure to Timely Pay Wages Upon Termination

137. Defendants’ failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

138. Defendants’ failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

139. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

140. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

141. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

142. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the

California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

143. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

144. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the first ten causes of action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

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

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

2 **As to the Third Cause of Action**

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

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

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

11 20. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

15 **As to the Fourth Cause of Action**

16 23. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
18 Plaintiff and the other class members;

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

21 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
22 for Plaintiff and the other class members in the amount as may be established according to
23 proof at trial;

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

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

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

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

As to the Fifth Cause of Action

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

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

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

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

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

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

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

As to the Seventh Cause of Action

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

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

1 41. For statutory penalties pursuant to California Labor Code section 226(e);

2 42. For injunctive relief to ensure compliance with this section, pursuant to
3 California Labor Code section 226(h); and

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

5 **As to the Eighth Cause of Action**

6 44. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
8 for Plaintiff and the other class members as required by California Labor Code section
9 1174(d);

10 45. For actual, consequential and incidental losses and damages, according to proof;

11 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

13 **As to the Ninth Cause of Action**

14 48. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
16 class members for all necessary business-related expenses as required by California Labor
17 Code sections 2800 and 2802;

18 49. For actual, consequential and incidental losses and damages, according to proof;

19 50. For the imposition of civil penalties and/or statutory penalties;

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

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

22 **As to the Tenth Cause of Action**

23 53. That the Court decree, adjudge and decree that Defendants violated California
24 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
25 other class members all overtime compensation due to them, failing to provide all meal and
26 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
27 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
28 wages timely as required by California Labor Code section 201, 202 and 204 and by violating

California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

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

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

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

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: November 15, 2021

LAWYERS for JUSTICE, PC

By: _____

Edwin Aiwanian
Attorneys for Plaintiff

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA,
FOR THE COUNTY OF LOS ANGELES

TREVOR JOHNSON v. RENAUD'S BAKERY & BISTRO, INC. DOES 1-100,
No. 19STCV35046

OFFICIAL COURT NOTICE **IMPORTANT – PLEASE READ CAREFULLY**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS CLASS ACTION SETTLEMENT AND YOUR RIGHTS WILL BE AFFECTED BY IT. IF SO, YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE COMPENSATION.

1. Why is this Notice being sent?

This Notice is to inform you of a class action settlement in the following case:

Trevor Johnson v. Renaud's Bakery & Bistro, Inc., and Does 1-100, Case No. 19STCV35046 (the “Action”).

The Action has settled, and because you are a Class Member, you are receiving this notice.

2. Description of the Litigation.

On October 2, 2019, Plaintiff Trevor Johnson (“Plaintiff”) filed a class action complaint in the Los Angeles County Superior Court, Case No. 19STCV35046, captioned *Trevor Johnson v. Renaud's Bakery & Bistro, Inc.* (“Action”). The Action alleged that Renaud's Bakery & Bistro, Inc. (“Renaud's Bakery”)¹ failed to properly pay its California non-exempt employees for overtime, meal and rest breaks, and reimburse for business expenses, as well as related record-keeping claims, at one or more of Defendant's locations in California, at any time since October 2, 2015. On [DATE], Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement of Cal. Lab. Code § 2698, Et Seq. (“Operative Complaint”).

¹ “Defendant” or “Renaud's Bakery” means Renaud's Bakery & Bistro, Inc., and its current, former, and future affiliates, including, without limitation, its parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

Plaintiff, on behalf of himself and all those similarly situated, claim that Defendant's employees in California were denied their rights under the California Labor Code. Specifically, the Complaint alleged eleven causes of action against Defendant: 1. Failure to pay overtime wages (Labor Code §§ 510, 1198); 2. Failure to allow and pay meal periods (Labor Code §§ 226.7, 512); 3. Failure to allow and pay for rest periods (Labor Code § 226.7); 4. Failure to pay minimum wage (Labor Code §§ 1194, 1197, 1197.1); 5. Failure to pay wages at time of termination (Labor Code §§ 201, 202); 6. Failure to timely pay wages during employment (Labor Code § 204); 7. Failure to provide proper wage statement (Labor Code § 226); 8. Failure to keep proper payroll records (Labor Code § 1174(d)); 9. Failure to pay unreimbursed business expenses (Labor Code §§ 2800, 2802); 10. Unfair Business practices (Bus. & Prof. Code § 17200, et seq.); and 11. Private Attorney General Act of 2004 ("PAGA").

Renaud's Bakery denied and continues to deny any liability or wrongdoing, and denies any and all liability and damages to anyone with respect to the alleged facts or causes of action asserted in the Action and continues to assert general and affirmative defenses. Notwithstanding its position that it has acted in full compliance with applicable law, and that there is no merit to any of the Plaintiff's claims, Renaud's Bakery recognizes the risks and costs as well as the uncertainties of further litigation.

The Parties have reached an agreement to settle the Action, which is subject to approval by the Court. Stipulation of Settlement and Release ("Settlement") was reached as a result of extensive, arms-length negotiations between the Parties. Specifically, the Parties participated in a formal mediation session with Mr. Jeffrey Krivis of First Mediation Corporation, and protracted subsequent settlement negotiations.

The purpose of this Notice is to inform you of the terms of the Settlement, and of your rights and options in connection with it. If approved, the Settlement will resolve all claims in the Action as described and defined in the Stipulation of Settlement and Release ("Settlement Agreement").

3. Who is affected by the Settlement?

This Settlement affects all current and former hourly-paid or non-exempt employees who worked for Renaud's Bakery in the State of California at any time between October 2, 2015, through [Date of preliminary approval], as defined above and in the Settlement Agreement ("Class").

"Class Member" means a member of the Class as defined above.

"Class Period" means the time period from October 2, 2015 through [date of Preliminary Approval].

If you meet these criteria and you do not seek to exclude yourself from the Settlement (as described below), you will be deemed a Settlement Class Member, and will receive a monetary payment as described in the Settlement Agreement, and discussed below.

4. What are my options?

You have three (3) options with regard to this Settlement. You can: (1) do nothing; (2) object to the Settlement; or (3) request to be excluded from the Settlement. Details about each option and how it will affect your rights under the law are explained below.

5. What are the terms of the Settlement?

Pursuant to the Settlement, Renaud's Bakery will pay Two Hundred Sixty-Five Thousand Dollars and Zero Cents (\$265,000.00) (the "Gross Fund Value") to settle the Action. The portion of the Gross Fund Value that is available for payment to Class Members is referred to as the "Net Fund Value." The Net Fund Value will be the Gross Fund Value less the following payments which are subject to approval by the Court: (1) an award of attorneys' fees, not to exceed thirty-five percent of the Gross Fund Value (i.e., \$92,750), to Class Counsel, subject to Court approval ("Attorneys' Fees"); (2) reasonable litigation costs and expenses not to exceed \$25,000 to Class Counsel, subject to Court approval ("Litigation Costs"); (3) the costs of administering the Settlement not to exceed \$12,000 to the Settlement Administrator, subject to Court approval ("Administration Costs"); (4) an enhancement payment not to exceed \$6,500 to the Class Representative, subject to Court approval ("Enhancement Award"); and (5) payment of the California Labor Workforce Development Agency's ("LWDA") portion of the amount allocated towards the settlement of PAGA (i.e., 75% of \$20,000) (the "PAGA Payment") to the LWDA, subject to Court approval ("LWDA Penalty").

The Net Fund Value will be divided by the total number of Compensable Work Weeks. This calculation will produce a weekly factor, which then will be multiplied by each Participating Class Member's individual Compensable Work Weeks to calculate each individual's **Gross Settlement Payment**.

If the Settlement is approved by the Court, and you meet the criteria described in Section 3 above, you will be entitled to a Settlement Share, unless you choose to opt out of the Settlement, based on the number of weeks worked during the Class Period ("Workweeks").

The Settlement Administrator will calculate Settlement Shares by multiplying the Net Fund Value by a fraction which has as its numerator the Settlement Class Member's Workweeks and as the denominator the total Workweeks worked by all Settlement Class Members. Class Member's who do not opt out of the Settlement "Settlement Class Members") will automatically be issued payment of their Settlement Share.

Each Settlement Share will be allocated twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) interest and penalties which will be reported on an IRS Form 1099 (if applicable). The employer's portion of payroll taxes associated with the wages portion of Settlement Shares will be paid separately and in addition to the Gross Fund Value. Settlement Shares will be reduced for the employee's share of payroll taxes and withholdings.

If the Court grants final approval of the Settlement, Settlement Share checks will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. Also note Defendant is scheduled to fund the Gross Fund Value over three (3) payments over the court of eighteen

(18) months. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

6. Who represents the Settlement Class?

If you have any questions concerning the Settlement, you should contact the Class Counsel attorneys listed below:

Edwin Aiwazian
Arby Aiwazian
LAWYERS for JUSTICE, PC
410 Arden Avenue, Suite 203
Glendale, CA 91203
Phone (818) 265-1020
Fax (818) 265-1021

7. How will the attorneys for the Class be paid?

Class Counsel's fees and costs will be paid from the Gross Fund Value. Class Counsel will seek an award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross Fund Value, or \$92,750, and reimbursement of reasonable and necessary litigation costs in an amount not to exceed \$25,000 (together, "Attorneys' Fees and Litigation Costs"). The actual amount of fees and expenses awarded will be determined by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

8. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Six Thousand Five Hundred Dollars (\$6,500) ("Enhancement Award"), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Fund Value, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Settlement Share that he is entitled to under the Settlement.

9. Administration Costs to the Settlement Administrator

Payment to Phoenix Class Action Administration Solutions ("Settlement Administrator") is estimated not to exceed Twelve Thousand Dollars (\$12,000) ("Administration Costs") for the costs of the notice

and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and disputes of Workweeks, calculating Settlement Shares and Settlement Share checks, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Fund Value, subject to approval by the Court.

10. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From October 2, 2015 to [date of Preliminary Approval], you worked for Defendant as an hourly-paid or non-exempt employee in California for [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (1) contain your full name, telephone number, and address; (2) list the case name and number of the Action (Trevor Johnson v. Renaud's Bakery and Bistro, Inc., Case No. 19STCV35046; (3) clearly state that you contend the number of Workweeks allocated to you are incorrect and list the number of Workweeks you contend are correct; (4) attach any written documentation supporting your contention; and (5) be mailed to the Settlement Administrator at the address below, postmarked **no later than [the Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

[Fax Number]

11. Your Estimated Settlement Share

As explained above, your estimated Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Settlement Share is estimated to be \$[]. The Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Settlement Share reflected in this Notice is only an estimate. Your actual Settlement Share check may be higher or lower.

12. How do I participate in the Settlement and what happens if I do?

You do not need to take further action in order to participate in the Settlement. If the Court grants final approval of the Settlement and you have not opted out, you will be deemed a Settlement Class Member and upon the Effective Date you will be deemed to have fully and finally released the Releasees from the Released Claims (defined below). If the Court approves the Settlement, you will receive a Settlement Share calculated as described in Section 11 above.

“Releasees” means Defendant and each of its present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, employees, agents, attorneys, insurers, predecessors, representatives, accountants, past, present, and future, successors and assigns, specifically including Renaud’s Bakery & Bistro, Inc., and each and all of their respective officers, partners, directors, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys, past, present, and future, and all persons acting under, by through, or in concern with any of them.

“Released Claims” means all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action arising from or related to the claims asserted in the Complaint, as well as all claims that could have been brought against Defendant based on the same operative facts alleged in the Complaint, for the Class Period, including but not limited to, claims for failure to pay overtime or minimum wages, failure to provide complaint meal and rests periods or premium payments in lieu thereof, failure to provide complaint wage statements, failure to keep requisite payroll records, failure to timely pay wages during employment and after termination, any and all claims under the California Labor Code, the California Government Code, any IWC Wage Order, the Business & Professions Code (including § 17200), claims for PAGA penalties based on violation of the Labor Code sections identified in the Complaint, and claims for attorneys’ fees and costs.

13. What if I choose to object to the Settlement?

You can object to the terms of the Settlement before final approval. However, if the Court approves the Settlement, you may still be bound by the terms of the Settlement. You may both object to the Settlement and participate in it. Only Class Members who have not opted out of the Settlement (i.e., Settlement Class Members) may object to the Settlement.

To object, you must send a letter or other writing stating that you object to the Settlement (“Objection”). A valid and timely Objection must: (1) contain your full name, telephone number, and address; (2) list the case name and number of the Action (*Trevor Johnson v. Renaud’s Bakery & Bistro, Inc.*, Case No. 19STCV35046); (3) clearly state that you object to the Settlement and the factual and legal basis for your object; (4) state the contact information for any attorneys who represent you (if any); (5) state whether or not you intend to appear and comment or object at the final approval hearing; and (6) be mailed to the Settlement Administrator **postmarked no later than [Response Deadline]**.

If you do not object in the manner described above, you shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the Settlement, the payment of attorneys’ fees, litigation costs, Enhancement Payment, the claims process, and any and all other aspects of the Settlement.

14. What if I choose to exclude myself or “Opt-Out” of the Settlement?

You may request to be excluded from the Settlement by submitting written opt out request (“Request for Exclusion”) to the Settlement Administrator. If you exclude yourself, you will not receive any monetary payment from the Gross Fund Value. You will, however, retain the right to assert any claims you may have against Renaud’s Bakery.

A valid and timely Request for Exclusion must: (1) contain your full name, telephone number, and address; (2) list the case name and number of the Action (*Trevor Johnson v. Renaud’s Bakery & Bistro, Inc.*, Case No. 19STCV35046); (3) clearly indicate that you wish to be excluded from the Settlement; and (4) be mailed to the Settlement Administrator **postmarked no later than** [Response Deadline].

15. What if I do nothing?

If you do nothing, you will participate in the Settlement, receive a monetary payment, and release claims against Renaud’s Bakery as described in the Settlement Agreement, and discussed in Section 8 above.

13. Final Approval Hearing.

The Court will hold a Final Approval Hearing on the fairness and adequacy of the Settlement, the plan of distribution, Class Counsel’s request for Attorneys’ Fees and Litigation Costs, the Administration Costs, and the Enhancement Award on _____, before the Honorable Carolyn B. Kuhl in Department SSC12 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued or adjourned without further notice to Class Members. If you wish to attend, you should confirm the date of the Final Approval Hearing with counsel listed in Section 6 above or with the Settlement Administrator. You are not required to appear at the hearing to participate in or opt out of the Settlement. If you so wish, you may be heard at that hearing by either appearing in person or through an attorney, but you must advise the Court in advance of your intention to appear.

14. Where can I get more information about the Settlement?

For more information about the Settlement, or if you have any questions regarding the Settlement, you may contact the Settlement Administrator at Phoenix Class Action Administration Solutions, [Administrator’s Info] regarding the Renaud’s Bakery Wage and Hour Settlement.

You may also contact the Class Counsel attorneys listed above.

PLEASE DO NOT CONTACT THE COURT DIRECTLY ABOUT THIS MATTER.
THE COURT CANNOT PROVIDE YOU WITH LEGAL ADVICE OR ANY OPINION
REGARDING THE ACTION OR THE SETTLEMENT.