

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

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

ABEL MATA, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

PURITAN BAKERY, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 21STCV03614

*[Assigned for all purposes to Hon. David S.
Cunningham III in Dept. 11]*

**DECLARATION OF PAUL K. HAINES
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 10, 2024
Time: 1:45 p.m.
Dept.: 11

Complaint Filed: January 29, 2021
Trial Date: None set

1 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder and principal of the law firm Haines Law Group, APC, and
3 counsel for the named Plaintiff Abel Mata (“Plaintiff”) and the proposed Settlement Class in the
4 above-captioned matter. I am a member in good standing of the bar of the State of California and
5 am admitted to practice in this Court. I have personal knowledge of the facts stated in this
6 declaration and could testify competently to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated
8 cum laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,
9 located in Encino, California. I also spent a semester in law school working as an extern for the
10 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central
11 District of California.

12 3. Since graduating from law school, my practice has focused almost exclusively on
13 employment litigation. In September 2007, I began working as an associate attorney at the
14 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
15 website is the “largest U.S.-based law firm exclusively devoted to representing management in
16 every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed
17 on wage and hour class actions venued in both state and federal courts, and I also worked on a
18 number of single and multi-plaintiff wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the
20 class actions that I was staffed on, as I was often the only associate staffed on such cases. In
21 particular, I received a wide-array of wage and hour class action experience performing the
22 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
23 from state court to federal court; drafting and responding to written discovery; drafting and
24 opposing discovery related motions; arguing discovery related motions; drafting motions to
25 consolidate related matters; interviewing putative class members and obtaining declarations in
26 connection with class certification; drafting oppositions to motions for class certification; drafting
27 motions for decertification following class certification; conducting exposure analyses to assess
28 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification

1 and potential damages resulting from such claims; drafting mediation briefs; serving as the
2 primary contact to in-house counsel; deposing named plaintiffs and putative class members;
3 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In
4 short, I played an integral role in all aspects of litigation from the inception of a matter through
5 and beyond class certification. I also supervised the work of several junior attorneys who were
6 staffed on the same wage and hour class actions.

7 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at
9 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
10 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective
11 actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I
12 performed the same job duties as described in the immediately preceding paragraph. In addition
13 to working on wage and hour class actions, I also worked on a number of “hybrid” actions
14 asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”), as well
15 as California-specific claims under Rule 23 of the Rules of Civil Procedure.

16 6. In July 2012, I transitioned into litigating wage and hour class actions from the
17 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
18 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
19 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
20 and I am currently responsible for prosecuting over one hundred (100) wage and hour class
21 actions filed in both State and Federal courts throughout California. I have been appointed as
22 Class Counsel in over two hundred (200) wage and hour class action settlements in state and
23 federal courts within California. A few examples of the matters in which I have been appointed
24 as Class Counsel, all of which have been granted final approval, include the following: *Sanchez*
25 *v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Hon.
26 John Shepard Wiley, Jr., presiding; *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-
27 3170 JFW (Ex), United States District Court, Central District of California, Hon. John F. Walter
28 presiding; *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, Santa

1 Clara County, Hon. Peter H. Kirwan presiding; *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712
2 HSG, United States District Court, Northern District of California, Hon. Haywood S. Gilliam, Jr.
3 presiding; *Longstreth v. PAQ, Inc., dba Food 4 Less*, Case No. 15CV-0206, California Superior
4 Court, County of San Luis Obispo, Hon. Charles S. Crandall presiding; *Nunez v. CompuCom*
5 *Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Hon. John
6 Shepard Wiley, Jr. presiding; *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No.
7 BC615310, Superior Court of California, County of Los Angeles, Hon. Elihu M. Berle presiding;
8 *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4:16-cv-00784-KAW, United States
9 District Court, Northern District of California, Hon. Kandis A. Westmore presiding.

10 7. I have also moved to certify and have received an order certifying a class action
11 and/or conditionally certifying a collective action, in the following cases:

- 12 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-
13 CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
14 Gail A. Andler, presiding (certifying a class of employees who were misclassified
15 as independent contractors);
- 16 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx),
17 United States District Court, Central District of California, Honorable Judge
18 Beverly Reid O'Connell, presiding (conditionally certifying an unpaid FLSA
19 overtime wage class);
- 20 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United
21 States District Court, Central District of California, Honorable Judge John F.
22 Walter, presiding (certifying a rest period violation class and conditionally
23 certifying a FLSA unpaid overtime wage class);
- 24 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District
25 Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr.,
26 presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 27 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United
28 States District Court, Eastern District of California, Honorable Jennifer L.

Thurston, presiding (conditionally certifying an unpaid FLSA overtime wage class);

- *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster, presiding (certifying unpaid overtime wage class and waiting time penalty class);

- *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC, California Superior Court, County of Orange, Honorable Glenda Sanders, presiding (certifying piece rate pay plan classes, expense reimbursement class, wage statement class, and waiting time penalties class);

- *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations);

- *Vasquez v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States District Court, Southern District of California, Honorable William Q. Hayes presiding (certifying classes for automatic meal period deductions, manual time deductions, late meal periods, and derivative wage statement and waiting time penalties);

- *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, United States District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations);

- *Barbara J. Bowlin-Burdick v. Life Care Centers of America, Inc.*, Case No. BC657139, Los Angeles County Superior Court, Honorable Maren E. Nelson,

presiding (certifying classes for late meal period violations, on-remises rest period violations, wage statement violations, and waiting time violations);

- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying a wage statement class);
- *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-2017-00015343-CU-OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon, presiding (certifying classes for rest period violations, meal period violations, on-call pay violations, wage statement violations, and waiting time violations);
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties);
- *McDonald, et al. v. Sierra Pacific Industries*, Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, rest period violations, wage statement violations, and waiting time penalties).

8. In 2015-2017, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in Southern California each year. In 2018-2023, Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

1 9. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
2 involved in every aspect of this case from its inception through the present, and I believe that the
3 proposed Settlement is a favorable result for the Settlement Class.

4 10. In operation since 1938, Defendant Puritan Bakery, Inc. (“Puritan Bakery”) owns
5 and operates a wholesale bakery that sells and delivers a variety of baked goods throughout
6 California, Nevada, and Arizona.

7 11. On January 29, 2021, Plaintiff filed a Class Action Complaint against Puritan
8 Bakery in Los Angeles Superior Court, in the matter entitled *Abel Mata v. Puritan Bakery, Inc.*,
9 Case No. 21STCV03614 (the “Action”). That same day, Plaintiff submitted his PAGA letter to
10 the Labor & Workforce development Agency (“LWDA”). A true and correct copy of Plaintiff’s
11 January 29, 2021 PAGA letter is attached hereto as **Exhibit B**. On April 5, 2021, Plaintiff filed
12 the operative First Amended Class and Representative Action Complaint (“FAC”) to add a cause
13 of action for civil penalties under the Private Attorneys General Act (“PAGA”). The FAC alleges
14 the following causes of action: (1) minimum wage violations; (2) unlawful deductions from
15 wages; (3) wage statement violations; (4) waiting time penalties; (5) failure to reimburse
16 necessary business expenses; (6) unfair competition in violation of Cal. Business & Professions
17 Code § 17200, *et seq.*; and (7) civil penalties under the PAGA.

18 12. In connection with mediation, Puritan Bakery provided Plaintiff with a sampling
19 of timekeeping and payroll records for approximately 49 non-exempt employees, as well as
20 several classwide data points. Puritan Bakery also provided all relevant wage and hour policy
21 documents applicable during the Class Period and a detailed Class List which included Settlement
22 Class members’ hire and termination (if applicable) date. Plaintiff hired a labor economist with a
23 Ph.D. in economics to assist Plaintiff in conducting a comprehensive analysis and extrapolation
24 of the data produced to calculate class-wide damages for each of Plaintiff’s claims. This discovery
25 allowed the Parties to assess the merits and value of Plaintiff’s claims, the chances of certification
26 of Plaintiff’s claims, and Puritan Bakery’s potential defenses.

27 13. On August 6, 2021, the parties participated in a full-day mediation with Hon. Peter
28 D. Litchman (Ret.), a well-respected wage and hour class action mediator. During mediation, the

1 parties vigorously debated their opposing legal positions, the likelihood of certification of
2 Plaintiff's claims, and the legal basis for the claims and defenses, however, the parties did not
3 reach a settlement. Following the mediation, Plaintiff conducted extensive class certification
4 discovery. In response to Plaintiff's discovery requests, Puritan Bakery produced timekeeping
5 and payroll records for a sampling of Settlement Class members. The Parties also completed a
6 *Belaire-West* opt-out notice process, and Plaintiff's Counsel was provided with the contact
7 information for those employees who did not opt out. Thereafter, Plaintiff's counsel interviewed
8 Settlement Class members regarding their work experiences at Puritan Bakery. Following Puritan
9 Bakery's representation of its financial condition, Puritan Bakery turned over its financial records
10 to Plaintiff's retained expert, Keith D. Messerschmidt, who is a forensic accountant and has
11 consulted or provided expert testimony in dozens of litigation and insurance matters. After a
12 thorough review of Puritan Bakery's financial record, the Parties continued their settlement
13 discussions and ultimately agreed to a classwide resolution. During the months that followed, the
14 parties negotiated and finalized the long-form Settlement Agreement now before this Court. A
15 true and correct copy of the Stipulation of Settlement is attached hereto as **Exhibit A**. The
16 proposed Class Notice and Notice of Estimated Settlement Award are attached as **Exhibits 1** and
17 **2**, respectively, to the Settlement Agreement.

18 14. As an initial matter, Puritan Bakery contends that Plaintiff and the overwhelming
19 majority of its employees are unionized and covered by a Collective Bargaining Agreement
20 ("CBA"). Accordingly, Puritan Bakery argues that Plaintiff's claims are preempted due to the
21 CBA between Puritan Bakery and Local Union 572.

22 15. Plaintiff alleges that Puritan Bakery made unlawful deductions from Plaintiff's
23 and other non-exempt employees' wages for the cleaning and maintenance of their uniforms in
24 violation of Labor Code § 221. Specifically, Plaintiff alleges that Puritan Bakery required its non-
25 exempt employees to wear a uniform, including a branded shirt, and unlawfully deducted \$5.00 -
26 \$8.00 from employees' earned wages on a monthly basis for the costs associated with the cleaning
27 and maintenance of the uniforms. Based on Plaintiff's expert's review of the data provided by
28 Puritan Bakery, Plaintiff estimates Puritan Bakery's maximum exposure on this claim at

1 approximately \$28,065. Puritan Bakery argues that any deductions were lawful and made with
2 employee consent. Puritan Bakery also argues that this claim is not suitable for class treatment,
3 as it would require individualized determinations as to whether the uniforms were mandatory as
4 to each employee and whether each employee consented to the uniform deduction. In light of
5 these defenses, Plaintiff discounted Puritan Bakery's maximum exposure by 15% to account for
6 the risk of non-certification, and an additional 25% to account for Puritan Bakery's defenses on
7 the merits and the risk of Plaintiff's claims being preempted by the CBA, to arrive at an estimated
8 exposure of approximately \$17,891.

9 16. Plaintiff alleges that Puritan Bakery utilized a timekeeping policy/practice that
10 resulted in a systematic underpayment of wages through a process of unlawful time-shaving
11 and/or rounding of hours worked. Specifically, Plaintiff alleges that Puritan Bakery's timekeeping
12 policies/practices were not neutral nor even-handed, and resulted in an underpayment of wages
13 to Settlement Class members. Based on Plaintiff's expert's analysis, Plaintiff estimates that
14 Puritan Bakery failed to compensate the Settlement Class by approximately 17,277 hours during
15 the Class Period. Therefore, Plaintiff estimates Puritan Bakery's potential exposure for this claim
16 at approximately \$407,737 (17,277 hrs * \$11.80 average weighted minimum wage * 2 (liquidated
17 damages per Lab. Code § 1194.2). Puritan Bakery maintains that its timekeeping
18 policies/practices complied with California law and that it has always properly compensated
19 Settlement Class members for all hours worked throughout the Class Period. Puritan Bakery
20 further argues that Settlement Class members were required to accurately record their time
21 worked for Puritan Bakery, and that Puritan Bakery paid Settlement Class members for all hours
22 reported on Settlement Class members' timesheets. Finally, Puritan Bakery asserts that Plaintiff
23 would be unable to certify this claim since its timekeeping policies/practices are facially neutral
24 and individualized inquiries would be necessary as to whether employees were in fact underpaid
25 for each workday in question, resulting in an unmanageable series of mini-trials. Based on these
26 defenses, Plaintiff discounted the maximum amount by 40% for risk of non-certification and an
27 additional 45% for risk of losing on the merits or failing to recover the full amount sought and
28 the risk of Plaintiff's claims being preempted by the CBA, to arrive at an estimated exposure of

1 approximately \$134,553.

2 17. Plaintiff alleges that Puritan Bakery required Settlement Class members to use
3 their personal cellular phones for work-related purposes, including communicating with Puritan
4 Bakery's supervisors regarding job assignments, and for GPS applications to direct them to their
5 various job sites. Despite requiring Plaintiff and Settlement Class members to incur these
6 expenses on a daily basis, Plaintiff alleges that Puritan Bakery failed to reimburse Settlement
7 Class members for these necessary business expenses, in violation of Labor Code § 2802(a).
8 Based on Plaintiff's expert's analysis and extrapolation of Puritan Bakery's records, Plaintiff
9 estimates that Settlement Class members have worked a total of approximately 17,666 months
10 during the Class Period. Using a conservative estimate of \$25 per month in reasonable work-
11 related personal cellular phone use, Plaintiff calculates Puritan Bakery's maximum exposure for
12 this claim at approximately \$441,650 (\$25/month * 17,666 months). Puritan Bakery maintains
13 that Settlement Class members were not required to use their personal cellular phones as part of
14 their job. Puritan Bakery further argues that any expenses incurred by Settlement Class members
15 were extremely minimal, given the wide availability of low-cost cellular phone plans. Puritan
16 Bakery further contends that this claim would require individual inquiries into whether Settlement
17 Class members actually used their personal cellular phones for work purposes, how much expense
18 they incurred, whether they submitted a request for reimbursement, and the reasonableness of that
19 expense, thus precluding class certification. Based on these defenses, Plaintiff discounted the
20 estimated maximum amount by 50% for risk of non-certification, and by an additional 55% to
21 account for risk of losing on the merits or failure to recover the maximal amount sought, and the
22 risk of Plaintiff's claims being preempted by the CBA, to arrive at an estimated exposure of
23 approximately \$99,371.

24 18. As a result of the unpaid wages discussed above, Plaintiff asserts that Puritan
25 Bakery failed to comply with its final payment obligations, in violation of Labor Code § 203.
26 Puritan Bakery's records reflected approximately 60 former Settlement Class members who
27 separated their employment with Puritan Bakery at any time from August 4, 2017 to November
28 21, 2023. Moreover, Plaintiff estimates an average waiting time penalty of \$10,819 (\$45.08/hr. *

8 hours per day * 30 days). Therefore, Plaintiff estimated Puritan Bakery's maximum waiting time penalty exposure at approximately \$649,140 (60 former employees * \$10,819 average penalty). Puritan Bakery argues that it possesses strong, good faith defenses to Plaintiff's underlying claims, thus precluding the recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage claims, Plaintiff would need to overcome Puritan Bakery's defenses, both as to class certification and on the merits, as to his underlying claims. Puritan Bakery further asserts Plaintiff's waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. Based on these defenses, Plaintiff discounted Puritan Bakery's maximum exposure by 50% for risk of non-certification, and an additional 70% for risk of being unsuccessful on the merits or failure to recover the full amount sought, and the risk of Plaintiff's claims being preempted by the CBA, to arrive at an estimated total of approximately \$97,371.

19. As a further result of the unpaid wages, Plaintiff alleges that Puritan Bakery is liable for wage statement penalties pursuant to Labor Code § 226. Those penalties are calculated as \$50 for each "initial" violation and \$100 for each "subsequent" violation, with a maximum of \$4,000 per employee. In calculating the potential exposure for this claim, utilizing the "initial" and "subsequent" violation rates resulted in a number greater than the \$4,000 cap per employee. Therefore, Plaintiff calculated Puritan Bakery's maximum wage statement exposure under Labor Code § 226(e) by using the \$4,000 cap for each employee, for a total maximum exposure of \$1,096,000 (274 employees * \$4,000 max. penalty). Puritan Bakery argues that any alleged wage statement violations were not "knowing and intentional," and that Plaintiff cannot show he or other employees "suffer[ed] injury" due to alleged wage statement violations, as required to recover penalties under Section 226(e). Further, Puritan Bakery contends its wage statements always accurately reflected hours worked and amounts paid as well as all other required information, precluding liability for wage statement penalties. Puritan Bakery further argues the same defenses as to Plaintiff's underlying claims apply equally to Plaintiff's derivative wage statement claims. In light of these arguments, Plaintiff discounted the maximal exposure by 50%

for risk of non-certification, and by an additional 70% for risk of being unsuccessful on the merits and the risk of Plaintiff's claims being preempted by the CBA, to arrive at an estimated realistic total of approximately \$164,400.

20. As a result of the alleged Labor Code violations, Plaintiff alleges that Puritan Bakery is liable for civil penalties under the PAGA. Plaintiff's analysis reflected there were approximately 31,793 pay periods worked in the PAGA Period. Therefore, Plaintiff estimated a maximum total PAGA exposure of approximately \$3,179,300 (31,793 pay periods * \$100 "initial" penalty). Puritan Bakery asserts that the PAGA claim fails because Plaintiff's underlying claims fail. Additionally, Puritan Bakery maintains that, given its good-faith defenses, the Court would substantially reduce any PAGA civil penalties if it were to find Puritan Bakery liable for any of Plaintiff's claims. Therefore, based on these risks, Plaintiff discounted the maximum figure by 80% for risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and an additional 85% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately \$95,379.

21. Using these estimated figures for each of the claims described above, Plaintiff calculates a maximum potential recovery to be approximately \$608,965. The proposed settlement of \$500,000.00 therefore represents approximately 82.1% of the reasonably forecasted recovery for the Settlement Class.

22. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount ("GSA"):	\$500,000.00
• Minus Court-approved attorneys' fees:	\$166,666.67
• Minus Court-approved verified costs (up to):	\$40,000.00
• Minus Court-approved Enhancement Payment:	\$7,500.00
• Amount designated as PAGA penalties:	\$40,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$10,000.00</u>
Net Settlement Amount ("NSA"):	\$235,833.33
PLUS 25% "PAGA Amount" to Settlement Class:	\$10,000.00
Total Amount Paid to Settlement Class members:	\$245,833.33

23. Based on information from Puritan Bakery, there are approximately 375 Settlement Class members. Therefore, the average Settlement Amount from the Net Settlement

1 Amount is projected to be approximately \$628.89. There are also approximately 274 Aggrieved
2 Employees who worked during the PAGA Period. Therefore, the average payment from the
3 PAGA Amount is estimated to be approximately \$36.50.

4 24. Although the parties engaged in significant informal and formal discovery prior to
5 reaching the settlement, the parties still had significant formal discovery to complete had the
6 matter not settled. This would have required expenditure of substantial time and resources by both
7 parties that would have very likely spanned several years. Even if Plaintiff was to certify the
8 classes, the parties would incur considerably more attorneys' fees and costs through a possible
9 decertification motion, summary judgment motions, trial, and possible appeal. This Settlement
10 avoids those risks and the accompanying expense.

11 25. My office will apply for an attorneys' fees award of one-third of the Gross
12 Settlement Amount, which is currently estimated to be \$166,666.67, and up to \$40,000.00 in
13 verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for
14 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
15 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
16 analyzing Plaintiff's claims, conducting legal research, engaging in informal and formal written
17 discovery, completing a *Belaire-West* notice process and interviewing Settlement Class members,
18 analyzing Settlement Class members' payroll and timekeeping records, conducting a detailed
19 analysis and extrapolation of the timekeeping and payroll records in order to develop a
20 comprehensive damages model, preparing for and attending mediation, negotiating and preparing
21 the long-form Settlement Agreement, preparing this Motion, and otherwise litigating the case.
22 My office expects to expend additional attorney time in attending the hearing on this Motion,
23 overseeing the Notice process and fielding questions from Settlement Class members, preparing
24 the final approval papers, and attending the Final Approval hearing.

25 26. Plaintiff will apply for Class Representative Service Award at the time of seeking
26 final approval of the proposed class action settlement in the amount of \$7,500 for his service to
27 the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's requested
28 Service Award is intended to recognize the time and effort Plaintiff expended on behalf of the

1 Settlement Class, including providing substantial factual information and documents to Class
2 Counsel, discussing the claims and theories at issue in the litigation, actively participating in the
3 prosecution of his claims, as well as the significant risks Plaintiff undertook by agreeing to serve
4 as the named plaintiff in this case, and the fact that Plaintiff agreed to a general release of all
5 claims subject to a waiver of Civil Code § 1542.

6 I declare under penalty of perjury under the laws of the State of California and the United
7 States that the foregoing is true and correct. Executed on May 15, 2024, at El Segundo, California.

8 
9 _____
10 Paul K. Haines

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Abel Mata (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Puritan Bakery, Inc. (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties,” or individually as a “Party.” Plaintiff and the Settlement Class are represented by Paul K. Haines and Sean M. Blakely of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Travis M. Gemoets and Raef J. Cogan of Jeffer Mangels Butler & Mitchell LLP.

On January 29, 2021, Plaintiff filed a class action complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Abel Mata v. Puritan Bakery, Inc.*, Case No. 21STCV03614 (the “Complaint”). On April 5, 2021, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“FAC”). The FAC alleges the following causes of action: (1) minimum wage violations; (2) unlawful deductions from wages; (3) wage statement violations; (4) waiting time penalties; (5) failure to reimburse necessary business expenses; (6) unfair competition in violation of Cal. Business & Professions Code § 17200, *et seq.*; and (7) civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”). The complaint and the FAC are referred to herein as the “Action.”

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees employed by Defendant Puritan Bakery, Inc. in California from August 4, 2016 through November 21, 2023 (the “Class Period”).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or under Rule 23 of the Federal Rules of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out and except as to the PAGA claims specified below) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, direct and/or indirect owners, members, parents, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, joint employers, employees, predecessors, successors, assigns, affiliates, brother and sister corporations, agents, principals, heirs, representatives, attorneys, insurers, accountants, administrators, auditors, consultants, divisions, related companies, related entities, and all of their respective successors and predecessors in interest, subsidiaries, affiliates,

parents and attorneys, and any individual or entity which could be liable for any of the Class Released Claims and/or PAGA Released Claims, (collectively the “Released Parties”), as follows:

- A. Upon the Effective Date and the complete funding of the Gross Settlement Amount, Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the FAC that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) unlawful deductions from wages; (c) failure to provide accurate, itemized wage statements; (d) failure to pay all wages upon separation of employment or all final wages due; (e) failure to reimburse all necessary business expenditures as required by law; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from January 29, 2020 through November 21, 2023 (the “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s Notification Letter to the Labor and Workforce Development Agency (“LWDA”) dated January 29, 2021 (“the PAGA Released Claims”).
- C. **Release by Plaintiff.** As a condition of receiving the Class Representative Service Award, and upon Defendant’s complete funding of the Gross Settlement Amount, Plaintiff has agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, without exception, against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers’ compensation claims, unemployment insurance claims, nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- 3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Gross Settlement Amount” of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
- B. The Settlement will become final and effective when: (a) the Court’s final approval of the Settlement (if no timely objections by or on behalf of the Settlement Class members have been filed, or any timely objections have been withdrawn); or (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed (“Effective Date”).
- C. The Gross Settlement Amount shall be deposited into Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator within thirty (30) calendar days of the Effective Date, or on April 30, 2024, whichever occurs last.
- D. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
 - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for Plaintiff’s Class Representative Service Award, in recognition of his contributions to the Action and his service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel’s attorneys’ fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Forty Thousand Dollars and Zero Cents (\$40,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys’ fees and/or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be payable to certain Settlement Class members as the “PAGA Amount,” which PAGA Amount will be distributed as described below.

- (6) Any difference between these requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

- D. **Escalator Clause.** The Gross Settlement amount is based on Defendant's representations that there are approximately 76,553 workweeks during the Class Period. If, at the time of preliminary approval, the number of workweeks has increased by 10% or more (i.e., if there are 84,209 or more workweeks), Defendant shall increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by Settlement Class members during the Class Period in excess of 10% (i.e., if there was 18% increase in the number of workweeks during the Class Period, Defendant shall increase the Gross Settlement Amount by 8%).
- E. Defendant's share of payroll taxes owed on the wage portions of the Individual Settlement Awards shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula:
- i. Payments to all participating Settlement Class members: Eighty percent (80%) of the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying 80% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
 - ii. Waiting Time Amount: Ten Percent (10%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." Each participating Settlement Class member whose employment with Defendant ended at any

time from August 4, 2017 to November 21, 2023, shall receive an equal, pro-rata share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with Defendant ended at any time from August 4, 2017 through November 21, 2023.

- iii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time from August 4, 2019 through November 21, 2023 shall receive a portion of the Wage Statement Amount proportionate to the number of Workweeks that he or she worked during the period from August 4, 2019 through November 21, 2023, and which will be calculated by multiplying 10% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked from August 4, 2019 through November 21, 2023, and the denominator of which is the total number of Workweeks worked by all participating Settlement Class members during the time period from August 4, 2019 through November 21, 2023.
 - iv. PAGA Amount: In addition to the Net Settlement Amount, the PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.
- C. Within ten (10) calendar days following Defendant’s complete deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties’ counsel for review and approval. Within seven (7) calendar days of approval by the Parties’ counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel.
 - D. For purposes of calculating applicable taxes and withholdings, each Individual Settlement Award shall be allocated as follows: Any payment from the Net Settlement Amount shall be allocated as 85% as penalties and interest; and 15% as

wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each member of the Settlement Class who receives an Individual Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$166,666.67). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with the Action, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff, for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff’s Individual Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff’s request to the Court to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for the

Settlement Administrator's services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be deducted from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Abel Mata as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, which are attached hereto as **Exhibits A** and **B**, respectively), and directing the mailing of same to the Settlement Class in English with a Spanish translation; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Settlement Class member while employed by Defendant during the Class Period (the "Class Data") to the extent that information is contained in Defendant's company records. The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement

Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days from receipt of the objections to file a response to the objections. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member

for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall

be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

- G. Weekly Reports. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to workweeks and/or PAGA pay periods received and/or resolved, and checks mailed for Individual Settlement Awards ("Weekly Report"). The Weekly Reports must include the Settlement Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

10. **Final Approval.** Following preliminary approval and the close of the period for filing Requests for Exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval of this Settlement Agreement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;
- B. Approving the Gross Settlement Amount, the PAGA Amount, Plaintiff's and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability by Defendant or that class certification and/or representative treatment is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other lawsuits, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel

13. **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Settlement Class member to opt out of or object to the Settlement, or appeal from the Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Settlement Class members in accordance with Class Counsel's ethical obligations owed to Settlement Class members.

14. **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

15. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Travis M. Gemoets of Jeffer Mangels Butler & Mitchell LLP, 1900 Avenue of the Stars, 7th Floor, Los Angeles, CA 90067; txg@JMBM.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

17. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

18. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Action contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

19. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

20. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the

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

DATED: _____, 2024

DEFENDANT PURITAN BAKERY, INC.

By: _____
Title:

DATED: 03/12/24, 2024

PLAINTIFF ABEL MATA

By: 
Abel Mata (Mar 12, 2024 18:55 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: _____, 2024

JEFFER MANGELS BUTLER & MITCHELL LLP

By: _____
Travis M. Gemoets
Raef J. Cogan
Attorneys for Defendant

DATED: March 12, 2024

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

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

DATED: April 4, 2024

DEFENDANT PURITAN BAKERY, INC.

By: 
Title: President

DATED: _____, 2024

PLAINTIFF ABEL MATA

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: April 4, 2024

JEFFER MANGELS BUTLER & MITCHELL LLP

By: 
Travis M. Gemoets
Raef J. Cogan
Attorneys for Defendant

DATED: _____, 2024

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ABEL MATA, individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

PURITAN BAKERY, INC., a California corporation;
and DOES 1 through 100,

Defendants.

Case No. 21STCV03614

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees employed by Defendant Puritan Bakery, Inc. in California from August 4, 2016 through November 21, 2023. Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Los Angeles County Superior Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in the case of *Abel Mata v. Puritan Bakery, Inc.*, Los Angeles Superior Court Case No. 21STCV03614 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Puritan Bakery, Inc.’s (“Puritan Bakery”) records show that you were employed at Puritan Bakery in California as a non-exempt employee between August 4, 2016 and November 21, 2023 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Abel Mata (“Plaintiff”) brought this Action against Puritan Bakery, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Puritan Bakery in California at any time during the Class Period. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Plaintiff alleges that Puritan Bakery failed to pay all minimum wages due to its timekeeping policies and practices, made unlawful deductions from wages, and failed to reimburse its employees for all necessary business expenditures. The Action also alleges that as a result of these alleged violations, Puritan Bakery failed to provide Settlement Class members with accurate and complete wage statements and failed to timely pay all final wages at the time of separation of employment. As a further result of the foregoing alleged

violations, Plaintiff alleges that Puritan Bakery engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Puritan Bakery denies that it has done anything wrong. Puritan Bakery denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Puritan Bakery, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Puritan Bakery has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Puritan Bakery provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Puritan Bakery, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Puritan Bakery, your decision about whether to participate in the Settlement will not affect your employment. California law and Puritan Bakery’s policy strictly prohibit unlawful retaliation. Puritan Bakery will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant Puritan Bakery: JEFFER MANGELS BUTLER & MITCHELL LLP Travis M. Gemoets tgemoets@jmbm.com Raef J. Cogan rcogan@jmbm.com 1900 Avenue of the Stars, 7th Floor Los Angeles, CA 90067 Tel: (310) 203-8080 Fax: (310) 712-3387 jmbm.com
---	--

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Puritan Bakery in California from August 4, 2016 until November 21, 2023. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Puritan Bakery as described below.

Puritan Bakery has agreed to pay \$500,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys’ fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representative’s Service Award.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties

relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$166,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$40,000.00 for verified costs Class Counsel incurred in connection with the Action.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount of \$7,500.00 to compensate him for his service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. \$30,000.00 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the \$40,000.00 the parties have agreed to allocate to the settlement of Plaintiff's claim on behalf of the Settlement Class members under the PAGA. The remaining \$10,000.00 will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Settlement Class Members' Individual Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$235,833.33 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: Eighty percent (80%) of the NSA will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying 80% of the NSA by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
- (ii) Waiting Time Amount: Ten Percent (10%) of the NSA shall be designated as the "Waiting Time Amount." Each participating Settlement Class member whose employment with Puritan Bakery ended at any time from August 4, 2017 to November 21, 2023, shall receive an equal, pro-rata share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with Puritan Bakery ended at any time from August 4, 2017 through November 21, 2023.
- (iii) Wage Statement Amount: Ten percent (10%) of the NSA shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Puritan Bakery at any time from August 4, 2019 through November 21, 2023 shall receive a portion of the Wage Statement Amount proportionate to the number of Workweeks that he or she worked during the period from August 4, 2019 through November 21, 2023, and which will be calculated by multiplying 10% of the NSA by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked from August 4, 2019 through November 21, 2023, and the denominator of which is the total number of Workweeks worked by all participating Settlement Class members during the time period from August 4, 2019 through November 21, 2023.

- (iv) PAGA Amount: In addition to the NSA, the \$10,000.00 PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Puritan Bakery at any time from January 29, 2020 through November 21, 2023 (“PAGA Period”) (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

Allocation and Taxes. For tax purposes, each Individual Settlement Award will be treated as follows: Any payment from the NSA shall be allocated as 85% as penalties and interest; and 15% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Release. If the Court approves the Settlement, and upon the Effective Date and the complete funding of the Gross Settlement Amount, all Settlement Class members who did not submit a timely and valid Request for Exclusion, will fully release and discharge Puritan Bakery, and all of its past and present officers, directors, shareholders, direct and/or indirect owners, members, parents, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, joint employers, employees, predecessors, successors, assigns, affiliates, brother and sister corporations, agents, principals, heirs, representatives, attorneys, insurers, accountants, administrators, auditors, consultants, divisions, related companies, related entities, and all of their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any individual or entity which could be liable for any of the Class Released Claims and/or PAGA Released Claims, (collectively, the “Released Parties”) from all claims, demands, rights, liabilities and causes of action that were pled in the First Amended Class and Representative Action Complaint (“FAC”) that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) unlawful deductions from wages; (c) failure to provide accurate, itemized wage statements; (d) failure to pay all wages upon separation of employment or all final wages due; (e) failure to reimburse all necessary business expenditures as require by law; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Puritan Bakery at any time during the PAGA Period are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s Notification Letter to the LWDA dated January 29, 2021 (“the PAGA Released Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, the proportionate number of workweeks you worked from August 4, 2019 through November 21, 2023, the proportionate number of pay periods you worked from January 29, 2020 through November 21, 2023, and whether you separated your employment at any time from August 4, 2017 through November 21, 2023, as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, the proportionate number of workweeks you worked from August 4, 2019 through November 21, 2023, the proportionate number of pay periods you worked from January 29, 2020 through November 21, 2023, and whether you separated your employment at any time from August 4, 2017 through November 21, 2023. The information contained in Puritan Bakery's records regarding each of these factors, along with your estimated Individual Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Awards will be binding on the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion directly to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Puritan Bakery during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than **<<RESPONSE DEADLINE>>**.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department SSC-11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Abel Mata v. Puritan Bakery, Inc.*, Los Angeles Superior Court Case No. 21STCV03614. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, PURITAN BAKERY, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT 2

NOTICE OF ESTIMATED SETTLEMENT AWARD

ABEL MATA V. PURITAN BAKERY, INC.
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 21STCV03614

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Puritan Bakery, Inc.'s ("Puritan Bakery") records:

- (a) you worked [REDACTED] workweeks for Puritan Bakery in California between August 4, 2016 and November 21, 2023;
- (b) you worked [REDACTED] pay periods for Puritan Bakery in California between January 29, 2020 through November 21, 2023;
- (c) you worked [REDACTED] workweeks for Puritan Bakery in California between August 4, 2019 and November 21, 2023; and
- (d) your employment with Puritan Bakery <<DID/DID NOT>> end between August 4, 2017 and November 21, 2023.

Based on the above, your Settlement Award is estimated at \$ [REDACTED].

(IV) If you disagree with items (a)-(d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Puritan Bakery's records, Puritan Bakery's records will control unless you are able to provide documentation that establishes otherwise, and that Puritan Bakery's records are mistaken. If there is a dispute about whether Puritan Bakery's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

January 29, 2021

VIA LWDA WEBSITE

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

Re: *Abel Mata v. Puritan Bakery, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Abel Mata (“Mr. Mata”) in claims arising from his employment with Puritan Bakery, Inc., and DOES 1-100 (“Puritan Bakery”). Mr. Mata is an “aggrieved employee” as defined by Labor Code Section 2698, *et seq.*, due to Puritan Bakery’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of more than 180 days were suspended for 178 days, from April 6, 2020 through October 1, 2020. Accordingly, the relevant time period for the violations described herein is one year plus 178 days prior to the date of this letter. Thus, the “aggrieved employees” whom Mr. Mata seeks to represent include all non-exempt employees who worked for Puritan Bakery in California at any time from one year plus 178 days prior to the date of this letter through the present.

Mr. Mata was employed by Puritan Bakery as a non-exempt employee in the position of “Transport Driver” (or similar title), most recently from approximately late 2012 until his employment with Puritan Bakery ended in January 2021.

During the course of Mr. Mata’s employment with Puritan Bakery, as a matter of policy and/or practice, Puritan Bakery made, and on information and belief continues to make, unlawful deductions from Mr. Mata’s and other aggrieved employees’ wages for the cleaning and maintenance of their uniforms. Specifically, although the cleaning and maintenance of required uniforms is an expense that must be borne by the employer, Puritan Bakery has required Mr. Mata and other aggrieved employees to wear uniforms (including but not limited to branded shirts) and have unlawfully deducted approximately \$5.00 to \$8.00 from Mr. Mata’s and other aggrieved employees’ wages on a monthly basis for the costs associated with the cleaning and maintenance of their uniforms. These deductions are noted as “UNIFM” (or similar notation) on employee wage statements.

In addition to its failure to pay for uniform maintenance as described above, Puritan Bakery also failed to reimburse Mr. Mata and other aggrieved employees for necessary business expenses. Specifically, Mr. Mata was required to use his personal cellular phone in the course of performing his job duties, in order to use GPS to find the best route to take each shift, as well as to communicate via phone and text message with his supervisors. However, Puritan Bakery failed to reimburse Mr. Mata for the costs incurred in using his personal cell phone for work purposes.

Puritan Bakery has also utilized a timekeeping system which resulted in Mr. Mata and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, upon information and belief, Puritan Bakery rounded Mr. Mata and other aggrieved employees' daily recorded hours in an uneven manner so that, over a period of time, they were deprived of all earned wages.

As a result of Puritan Bakery's failure to pay all earned wages, Puritan Bakery also failed to provide Mr. Mata and other aggrieved employees with accurate itemized wage statements, and failed to pay all earned wages at termination of employment.

As described herein, Puritan Bakery committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Puritan Bakery was, and is, required to pay Mr. Mata and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. See Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 1, § 4. As alleged above, Puritan Bakery maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Mr. Mata and other aggrieved employees for all hours worked. As a result of these policies/practices, Mr. Mata and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Unlawful Deductions from Wages

As alleged above, Puritan Bakery has made unlawful deductions from Mr. Mata's and other aggrieved employees' earned wages for the cost of cleaning and maintaining their uniforms. As alleged above, these deductions are unlawful as they are meant to reimburse Puritan Bakery for a business expenses that should have been borne by Puritan Bakery. See Labor Code §§ 221-223.

Wage Statement Violations

As alleged herein, Puritan Bakery knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Mata and other aggrieved employees with complete and accurate wage statements with respect to their total gross wages earned,

total net wages earned, total hours worked, and total hours worked at each rate of pay in violation of Labor Code § 226.

Failure to Pay All Final Wages at Termination

Labor Code §§ 201 and 202 require that employees be paid all of their final wages at the time of their separation of employment. As alleged herein, Puritan Bakery failed to timely pay Mr. Mata and other aggrieved former employees all of their final wages at the time of separation. Pursuant to Labor Code § 203, Puritan Bakery's failure to pay all final wages due to aggrieved former employees was willful and, consequently, entitles Mr. Mata and other aggrieved former employees to waiting time penalties equal to one day of wages for each day Puritan Bakery failed to pay their final wages after separation, up to a maximum of thirty days.

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, due to Puritan Bakery's unlawful policy and practice of requiring Mr. Mata and other aggrieved employees to indemnify Puritan Bakery for the costs of cleaning and/or maintaining company uniforms, and requiring Mr. Mata and other aggrieved employees to use their personal cellular phones and/or incur other expenses to perform their job duties and failing to reimburse Mr. Mata and other aggrieved employees for such expenses, Puritan Bakery has violated Labor Code § 2802, which provides: "An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer."

Mr. Mata is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an "aggrieved employee," Mr. Mata will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Mata's own investigation, and on information and belief, Puritan Bakery has committed the following Labor Code violations:

- a. Puritan Bakery has violated Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Mata and other aggrieved employees at least the statutory minimum wage for all hours worked;
- b. Puritan Bakery has violated Labor Code §§ 221-223, 558, and 1198 by unlawfully taking deductions from the wages earned by Mr. Mata and other aggrieved employees.
- c. Puritan Bakery has violated Labor Code § 226 by failing to furnish Mr. Mata and other aggrieved employees with accurate and complete itemized wage statements;

- d. Puritan Bakery has violated Labor Code §§ 201-203 by failing to pay Mr. Mata and other aggrieved former employees all final wages owed at the termination of their employment;
- e. Puritan Bakery has violated Labor Code §§ 2802 and 2804 by failing to reimburse and/or indemnify Mr. Mata and other aggrieved employees for all necessary work expenditures incurred;
- f. Puritan Bakery has violated Labor Code § 204 by failing to pay Mr. Mata and other aggrieved employees all earned wages at least twice during each calendar month; and
- g. Puritan Bakery has violated Labor Code §§ 1174, 1198 and 1199 by failing to maintain accurate records on behalf of Mr. Mata and other aggrieved employees.

Pursuant to Labor Code section 2699.3, please notify us and Puritan Bakery if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Puritan Bakery, Inc., c/o Matthew R. Grimes, Agent for Service of Process (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 01/30/2021

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8331 0033 14

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 01/29/2021

ORIGINAL INTENDED RECIPIENT:

PURITAN BAKERY INC

C/O: MATTHEW R GRIMES AGENT FOR SERVICE OF PROCESS

1624 E CARSON ST

CARSON CA 90745-2504

JH



Name and Address of Sender		Check type of mail or service		Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.													
USPS Tracking/Article Number		Addressee (Name, Street, City, State, & ZIP Code™)		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee	
1.	9214 8901 9403 8331 0033 14	PURITAN BAKERY INC C/O: MATTHEW R GRIMES AGENT FOR SERVICE OF PROCESS 1624 E CARSON ST CARSON CA 90745-2504		0.51	3.60	Handling Charge - if Registered and over \$50.00 in value							1.75				
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)													
1																	

