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GOLD COAST BAKERIES, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JESUS GONZALEZ, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

GOLD COAST BAKERIES, LLC, a Delaware limited liability company; and DOES 1-50, inclusive,

Defendants.

Case No. 30-2021-01184280-CU-OE-CXC

SECOND AMENDED JOINT STIPULATION RE: CLASS ACTION SETTLEMENT

[Assigned for all purposes to The Honorable Layne H. Melzer, Dept. CX-102]

Action Filed: Feb. 16, 2021
FAC Filed: April 14, 2021
Trial Date: None

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TO THE COURT AND TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

This Joint Stipulation Re: Class Action Settlement (hereinafter, "Stipulation") is made and entered into by and between plaintiff Jesus Gonzalez ("Plaintiff"), on behalf of himself and on behalf of others similarly situated; and defendant Gold Coast Bakeries, LLC ("Defendant"), hereinafter collectively referred to as the "Parties." Subject to the approval of the Court, the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Stipulation. This Stipulation shall be binding on Plaintiff and the class he purports to represent, Defendant, and on their respective counsel, subject to the terms and conditions hereof and the approval of the Court.

THE PARTIES STIPULATE AND AGREE as follows:

I. DEFINITIONS

1. The following terms, as used throughout this Stipulation are defined as follows:

a) Action. The term "Action" shall mean and refer to the legal action pending in the Superior Court of California for the County of Orange County, entitled *Jesus Gonzalez, vs. Gold Coast Bakeries, LLC*, Case No. 30-2021-01184280-CU-OE-CXC.

b) Check Cashing Deadline. The term "Check Cashing Deadline" shall mean one hundred eighty (180) days after an Individual Settlement Award is issued to a Class Member by check.

c) Class. The term "Class" shall mean and refer, collectively, to all Class Members.

d) Class Counsel. The term "Class Counsel" shall mean and refer, collectively to Koul Law Firm, APC, and the Law Offices of Sahag Majarian, II, and all of their lawyers.

e) Class Members. The term "Class Members" shall mean: "All current and former hourly, non-exempt employees of Defendant in California, at any time during the Covered Period."

f) Class Representative. The term "Class Representative" shall mean and refer to plaintiff Jesus Gonzalez. The term "Class Representative" shall be synonymous with the term "Plaintiff".

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g) Court. The term "Court" shall refer to the Honorable Layne H. Melzer, Dept. CX102, of the Superior Court of California for the County of Orange County, before whom the Action is pending.

h) Covered Period. The term "Covered Period" shall mean the time period from April 20, 2019 through the July 1, 2025.

i) Defendant. The term "Defendant" shall mean and refer to Gold Coast Bakeries, LLC.

j) Defendant's Counsel. The term "Defendant's Counsel" shall refer to Ogletree, Deakins, Nash, Smoak & Stewart, P.C., and its attorneys.

k) Document Receipt Deadline. The term "Document Receipt Deadline" shall mean sixty (60) days after the Notices are mailed to Class Members by the Settlement Administrator.

l) Effective Date. The term "Effective Date" shall mean the date on which the Court's Judgment becomes final, as further detailed in Paragraph 8, herein.

m) Final Approval. The term "Final Approval" shall mean and refer to the Court finally and fully approving the Stipulation and the settlement contemplated as fair, reasonable, and adequate as further detailed in Paragraph 30, herein.

n) Final Approval Hearing. The term "Final Approval Hearing" shall mean and refer to a hearing before the Court to finally approve the Settlement as fair, reasonable, and adequate, as further detailed in Paragraph 30, herein.

o) Final Settlement Papers. The term "Final Settlement Papers" shall refer to and include a Motion for Final Approval of Settlement, Motion for Attorneys' Fees and Costs, and [Proposed] Final Approval Order and Judgment.

p) Funding Settlement Payment(s). The term "Funding Settlement Payment(s)" shall mean and refer to the monthly payment(s) Defendant makes to the Settlement Administrator to fund the Maximum Settlement Amount.

q) Individual Settlement Amount. The term "Individual Settlement Amount" shall mean a Class Member's share of the Net Settlement Amount, as further detailed in Paragraph 20, subparagraph (f), herein.

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r) Maximum Settlement Amount. The term "Maximum Settlement Amount" shall mean Two Hundred and Fifty Thousand Dollars and Zero Cents ($250,000). This is the maximum possible amount that may be paid by Defendant to resolve the Action. The Maximum Settlement Amount is a common fund, non-reversionary amount.

s) Net Settlement Amount. The term "Net Settlement Amount" shall mean and refer to the balance of the Maximum Settlement Amount, after all Court-approved deductions for attorneys' fees and actual costs to Class Counsel, the Settlement Administrator's cost and fees, the Class Representative's enhancement awards, and the PAGA Allocation. The Net Settlement Amount is the maximum amount that will be available for distribution to Class Members.

t) Notice. The term "Notice" shall mean the Notice of Class Action Settlement, attached hereto as **Exhibit 1**.

u) PAGA Group Members. The term "PAGA Group Members" shall mean "All current and former non-exempt employees employed in California at any time during the PAGA Period."

v) PAGA Period. The term "PAGA Period" shall mean the time period between January 22, 2020 through July 1, 2025.

w) Parties. The term "Parties" shall mean and refer collectively to plaintiff Jesus Gonzalez, on behalf of the Class, and Defendant.

x) Plaintiff. The term "Plaintiff" shall mean and refer to plaintiff Jesus Gonzalez. The term "Plaintiff" shall be synonymous with the term "Class Representative".

y) Preliminary Approval Date. The term "Preliminary Approval Date" shall mean the date that the Court enters the Preliminary Approval Order.

z) Released Parties. The term "Released Parties" shall mean and refer to Defendant and all of Defendant's current or former parent companies, including Gold Coast Baking Company, LLC, subsidiary companies, and/or related companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and/or future, direct and/or indirect, employees, officers, partners, principals,

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directors, stockholders, managers, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), investors, and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors.

aa) Settlement Administrator. The term "Settlement Administrator" shall refer to ILYM Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. If a Settlement Administrator is not agreed upon by the Parties, Class Counsel shall select a Settlement Administrator on the bases of cost and competence, with the best interest of the Class in mind, subject to approval by the Court for purposes of administering this Settlement.

bb) Stipulation. The term "Stipulation" shall refer to this document, entitled "Joint Stipulation Re: Class Action Settlement", including all exhibits attached hereto.

2. Date Of This Stipulation: This Stipulation is made as of the date of the last signature to appear on the bottom of the Stipulation, exclusive of exhibits and attachments, as set forth below by and between Plaintiff, on behalf of themselves and the Class, on the one hand, and Defendant, on the other hand, subject to approval of the Court.

II. BACKGROUND OF THE LEGAL ACTION

3. Brief Procedural History. The Parties briefly summarize the procedural history in the Action.

a) Plaintiff filed the instant Action entitled *Gonzalez v. Gold Coast Bakeries, LLC*., Case No. 30-2021-01184280-CU-OE-CXC on February 16, 2021, in the Superior Court for the County of Orange. The complaint alleges the following causes of action against Defendant: (1) Failure to Pay All Wages, Including Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Timely Meal Breaks; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Safe Working Conditions; (6) Late Pay and Waiting Time Penalties; (7) Failure to Provide Accurate Itemized Wage Statements and Maintain Accurate Records; (8) Failure to Maintain Complete and Accurate Payroll Records; and (9) Unfair Business Practices in Violation of California Business and Professions Code Section 17200 et seq.

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b) On April 14, 2021, Plaintiff filed a First Amended Complaint adding an additional cause of action for penalties under the California Private Attorneys General Act pursuant to California Labor Code section 2698 et seq.("PAGA").

c) On August 25, 2021 Plaintiff served his First Set of Special Interrogatories and the First Set of Requests for Production of Documents to Defendant.

d) On April 29, 2022, after Defendant filed a Notice of Related Case in the Action, the Court issued a Minute Order in identifying a related action pending before the same court entitled, *Arevalo, et al., v. Gold Coast Baking Company, Inc.*, Case No. 30-2022-01243370-CU-OE-CXC (the "Related Action"), taking notice that Related Action is related to the Action. The Related Actions alleges the same causes of action based on the same primary rights and facts as the instant Action, with the exception that the Related Action does not allege a PAGA cause of action.

4. Mediation And Settlement Agreement Reached By The Parties. On June 22, 2022, the Parties, by and through their counsel, participated in a private mediation before Hon. Carl J. West (Ret.). Those mediation efforts were ultimately unsuccessful with both Parties failing to agree to resolve the Action. On July 14, 2022, Plaintiff's Counsel re-served the discovery requests listed in Paragraph 3, subparagraph (c). The Parties continued settlement negotiations through Hon. West (Ret.), and then through their counsel directly. As part of its settlement negotiations, Defendant shared various financial audits and accounting documents with Plaintiff, including a Writ of Attachment. On June 18, 2024, Parties agreed to settle the matter.

5. Investigation. The Parties have conducted a detailed and comprehensive investigation of the claims asserted against Defendant and of the applicable law. The Parties exchanged informal discovery, which included: (a) analysis by the Parties of certain records, data, and policies pertaining to Plaintiff, Class Members, and the claims asserted in the Action; (b) research of the law applicable to Plaintiff's claims and Defendant's affirmative defenses, as well as the damages alleged by Plaintiff; (c) examination and analysis of information and documents; and (d) consideration of information disclosed at and in connection with mediation. Defendant also shared various accounting audits and other financial documents, including a Writ of Attachment against it, with Plaintiff to allow Plaintiff to evaluate Defendant's financial position.

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6. Benefits of Settlement. The Class Representative and Class Counsel recognize the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. The Class Representative and Class Counsel also are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, the defenses thereto, and the difficulties inherent in the Action. Based on the foregoing, the Class Representative and Class Counsel have determined that the settlement set forth in this Stipulation is a fair, adequate, and reasonable settlement, and that it is in the best interest of the Class Members. Based on their discovery and investigation, Class Counsel has determined that the settlement is well within the range of reasonableness. The settlement embodied and documented in this Stipulation is the product of extensive, arms-length negotiations, and is not the product of collusion. Likewise, Defendant has concluded that any further defense of the Action would be protracted and expensive. Substantial amounts of time, energy, and resources have been, and will continue to be, devoted to the defense of the Action unless this settlement is made. Therefore, Defendant has agreed to settle, in the manner and upon the terms set forth in this Stipulation, in order to fully and finally resolve the claims asserted in the Action.

7. Denial of Wrongdoing. Defendant has denied and continue to deny each of the claims asserted by Plaintiff in the Action and the Related Action, as identified and referenced in Paragraph 3, above. Defendant contends, among other things, that it complied at all times with the California Labor Code and applicable California Wage Orders, that it paid all wages owed to Plaintiff and Class Members, and that any claim for wage payments or penalties owed is not actionable and/or does not give rise to any liability under the California Labor Code. Defendant further contends that it complied at all times with the provisions of the California Business & Professions Code § 17200 *et seq*. Neither this Stipulation nor any action taken to carry out the Stipulation may be construed as an admission by Defendant of any fault, wrongdoing, or liability whatsoever.

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III. DATE OF SETTLEMENT

8. Effective Date. The Court's Judgment shall become final when all of the following events have occurred:

a) The Stipulation has been executed by all Parties, Class Counsel, and Defendant's Counsel;

b) The Court has given preliminary approval to the Stipulation;

c) The Court has held a Final Approval Hearing and approving the Stipulation; and

d) In the event that objections are presented at the Final Approval Hearing either in writing or through personal attendance, upon the later of:

i. The date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following review; or

ii. The date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or

iii. If no appeal is filed, the expiration date for filing any appeal from the Judgment.

e) In the event that no objections are presented at or before to the Final Approval Hearing, or that any filed written objections are withdrawn prior to the Final Approval Hearing, the Court's Judgment shall become final when the conditions set forth in subparagraphs (a) through (c) of this Paragraph 8, hereinabove, have been fulfilled.

IV. CLASS MEMBERS INCLUDED IN THE SETTLEMENT

9. Scope Of The Class. The Class is defined as follows: "Class Members" shall mean: "All current and former hourly, non-exempt employees of Defendant in California, at any time during the Covered Period." Class Members worked an estimated 52,397 workweeks during the Covered Period.

10. Class Members' Objection To This Settlement. Any Class Member may object to the Stipulation and the settlement contemplated therein by mailing a written objection to the Settlement Administrator at the address detailed in the Notice by no later than the Document Receipt Deadline which is sixty (60) calendar days after the date that the Settlement Administrator

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originally mails Notices to Class Members. Even if a Class Member fails to timely submit a written objection to the Settlement Administrator, he or she may appear at the Final Fairness Hearing to object to the settlement. Any Class Member who does not object to the settlement through a written objection and/or by appearing at the Final Fairness Hearing, however, may not appeal the Final Judgment. In the event that the Court approves this settlement notwithstanding the objections of any Class Members, Class Members who object to the settlement will nonetheless be bound by the Stipulation and settlement. Class Members who have opted out of the settlement as detailed in Paragraph 22, subparagraph (d), herein do not have standing to object to the settlement or to file an appeal for purposes of Paragraph 8.

11. Class Members' Exclusion ("Opt-Out") From This Settlement. Any Class Member may request to be excluded ("opt-out") from this settlement by mailing a written Request for Exclusion to the Settlement Administrator as prescribed in Paragraph 22, subparagraph (d), herein. Each Class Member who submits a valid Request for Exclusion shall not be a Class Member and shall not be bound by the Stipulation and settlement, except that if he or she is a PAGA Group Member he or she will still be bound by the PAGA Release and will receive his or her proportionate share of the portion of the PAGA Payment that is allocated to PAGA Group Members. Each Class Member who has not validly and timely opted-out as prescribed in Paragraph 22, subparagraph (d), herein, will be subject to the Release.

12. Class Members and PAGA Group Members' Disputes Regarding The Number Of Qualified Weeks or Qualified Pay Periods Attributable to Them. If a Class Member and/or PAGA Group Member wishes to dispute the number of Qualified Weeks or Qualified Pay Periods attributed to them and listed on the Class Notice, the Class or PAGA Group Member must notify the Settlement Administrator and should produce any available supporting evidence to the Settlement Administrator of the dates the Class Member or PAGA Group Member contends he or she worked during the Covered Period or PAGA Period by no later than the Document Receipt Deadline. Defendant will review their records and provide information to the Settlement Administrator in response to any such disputed claim. Defendant's records will be presumed to be determinative, but the Settlement Administrator will evaluate the evidence submitted by the Class

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Member or PAGA Group Member and make the decision as to which dates should be applied. The determination by the Settlement Administrator will be final and binding, subject to oversight by the Court. The Settlement Administrator will evaluate the evidence submitted and make the decision as to which dates should be applied. Upon re-determining the number of Qualified Weeks or Qualified Pay Periods, the disputing Class Member and/or PAGA Group Member will receive a re-mailed notice and will have forty-five (45) days from the date of re-mailing of the notice to object, or dispute their estimated share of the individual settlement or PAGA allocation.

If a person believes that he or she was wrongly excluded from being a member of the Class or PAGA Group, that person must notify the Settlement Administrator by the Document Receipt Deadline or he or she will be excluded from the Class or PAGA Group. The Parties will endeavor to resolve the issue informally. If they are unable to do so, the Parties will refer the matter to the Court for a final determination on whether relief should be provided to that individual.

13. Termination Provision. Defendant reserves the right to revoke this Stipulation and the settlement provided for herein prior to the Final Approval Hearing in the event that ten percent (10%) or more Class Members opt out of the Settlement by submitting timely and valid Requests for Exclusion in the manner set forth in Paragraph 22, subparagraph (d), below, in which case this Stipulation will not have any force and/or effect. Defendant shall make their election within seven (7) calendar days of receipt from the Settlement Administrator of the total percentage of opt-outs. The Parties and their Counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Stipulation and the settlement contemplated therein. If the Stipulation is voided, no payment will be made by Defendant to Plaintiff, any Class Member, or Class Counsel; and all Parties and third parties referenced in this Stipulation will bear their own costs, fees, and expenses associated with the Litigation. However, Defendant will be responsible for the costs incurred by the Settlement Administrator.

14. Finality Of Settlement. As of the Effective Date, the settlement contained herein, including the Release outlined below, shall be final and binding upon all Class Members who do not exclude themselves from the settlement, referred to as "Participating Class Member" or "Participating Class Members."

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V. RELEASES

15. Release By Plaintiff And Participating Class Members. As of the date the Maximum Settlement Amount has been fully funded, Plaintiff and Class Members (including the Class Representative) release the Released Parties from the following, collectively referred to as the "Released Class Claims":

> All causes of action and factual or legal theories/allegations that were alleged in the operative complaint in the Action, including but not limited to all of the following claims for relief: (a) failure to pay minimum wages, including overtime wages; (b) failure to pay minimum wages; (c) failure to provide timely uninterrupted meal breaks; (d) failure to provide and/or authorize rest periods; (e) failure to provide safe working conditions; (f) waiting time penalties for failure to pay earned wages upon discharge; (g) failure to provide timely, accurate itemized wage statements; (h) failure to maintain complete and accurate payroll records; (i) unlawful business practices pursuant to California's Business & Professions Code section 17200, et seq.; (j) any other claims or penalties under the wage and hour laws pleaded in the Action; (k) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Covered Period. The res judicata effect of the Judgment will be the same as that of the Release. Defendant shall be entitled to a release of Released Claims which occurred during the Covered Period only during such time that the Class Members were classified as non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Covered Period.

16. PAGA Release. As of the date the Maximum Settlement Amount has been fully funded, Plaintiff, the PAGA Group Members (including the Class Representative), and the State of California will release the Released Parties from the following claims for civil penalties, collectively referred to as the "Released PAGA Claims" during the PAGA Period:

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All causes of action and factual or legal theories for civil penalties, both potential and actual, that were alleged or reasonably could have been alleged based on the facts and theories of the operative complaints in the Action, including but not limited to claims for: (a) failure to pay minimum wages, including overtime wages; (b) failure to pay minimum wages; (c) failure to provide timely uninterrupted meal breaks; (d) failure to provide and/or authorize rest periods; (e) failure to provide safe working conditions; (f) waiting time penalties for failure to pay earned wages upon discharge; (g) failure to provide timely, accurate itemized wage statements; (h) failure to maintain complete and accurate payroll records; (i) any other claims for civil penalties under the wage and hour laws pleaded in the Action or that are based on the same predicate facts or primary rights associated with such laws; and (j) all statutory penalties and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders (collectively, the "PAGA Released Claims"). The period of the Release shall extend to the limits of the PAGA Period. The res judicata effect of the Judgment will be the same as that of the Release. These PAGA Released Claims will be released for PAGA Group Members regardless of whether they request exclusion from the class pursuant to Paragraph 11.

17. General Release By The Class Representative. In addition to the release set forth in the above Paragraph 15, as of the date the Maximum Settlement Amount is fully funded, the Class Representative makes the additional general release of all of their individual claims as follows: The Class Representative releases the Released Parties from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights, or liabilities of any nature and description whatsoever, known or unknown, that the Class Representative individually may possess against the Released Parties arising from the Class Representative's employment with Defendant, except as may be prohibited by law. The Class Representative hereby acknowledges that, upon receiving the sums provided pursuant to this Stipulation, they will have received all potential wages, damages, and penalties allegedly owing to them by the Released Parties, and,

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further, that they are not owed any additional wages, penalties, or damages from the Released Parties.

The Class Representative also agrees to expressly waive the provisions of California Civil Code section 1542, which provides as follows:

> **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**.

The Class Representative's general releases shall cover the time period from April 20, 2019 up to July 1, 2025.

18. Representation Regarding Claims. Plaintiff and Class Counsel make a binding representation that Plaintiff and Class Counsel are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Stipulation; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the operative complaint in this Action. Plaintiff and Class Counsel further represent that, other than the actions being resolved by this Stipulation, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiff and Class Counsel represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to the Stipulation and that this Agreement would not have been entered into were it not for this representation. Any misrepresentation regarding the above are deemed material breaches of this Stipulation and cause for nullification of the Stipulation pursuant to Paragraph 34.

Plaintiff, and the Class Members hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action, which are the subject matter of the Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way

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limit the scope or definition of the Released Class Claims, and by virtue of this Stipulation, Plaintiff and Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims as defined in this Stipulation.

VI. AMOUNT AND DISTRIBUTION OF SETTLEMENT

19. Settlement Amount. The Maximum Settlement Amount shall be Two Hundred Fifty Thousand Dollars and Zero cents ($250,000.00). Defendant will pay the Maximum Settlement Amount through eighteen (18) equal monthly Funding Settlement Payments to be paid over eighteen (18) calendar months following the Effective Date by wiring each payment to the Settlement Administrator. Funding Settlement Payments will be made in monthly installments to the Settlement Administrator. The Settlement Administrator will provide Defendant with a funding schedule identifying each monthly payment date and the precise amount to pay each month. Defendant's first Funding Settlement Payment shall be made within twenty-one (21) days of the Effective Date. Subsequent Funding Settlement Payments will be made monthly and no sooner than thirty (30) days after the previous Funding Settlement Payment, until the full Maximum Settlement Amount is funded. Under no circumstances will Defendant be obligated to pay more than the amount of $250,000 as a result of this Stipulation.

20. Deduction From Settlement Amount. Deductions from the Maximum Settlement Amount, all subject to Court approval, shall be made for:

a) Attorneys' Fees. Class Counsel may apply for an award of attorneys' fees, not to exceed 33.33% of the Maximum Settlement Amount which is equal to Eighty-Three Thousand, Three Hundred Twenty-Five Dollars and Zero Cents ($83,325). The attorneys' fees award shall be paid from the Maximum Settlement Amount. Defendant agrees not to oppose any such applications that are consistent with this paragraph. The amount of attorneys' fees shall include all past and future attorneys' fees incurred in the Action – including, without limitation, all time expended by Class Counsel in the Action or in defending the Stipulation and securing Final Approval of the Stipulation (including any appeals thereof). Even in the event that the Court reduces or does not approve the award of attorneys' fees discussed in this paragraph, Class

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Representative and Class Counsel shall not have the right to revoke this Stipulation. The Settlement Administrator will disburse this payment within ten (10) calendar days after the final Funding Settlement Payment is remitted to the Settlement Administrator.

b) Attorneys' Costs. In addition to attorneys' fees, Class Counsel may apply for an award of costs, not to exceed the sum of Twenty Thousand Dollars and Zero Cents ($20,000.00). The costs award shall be paid from the Maximum Settlement Amount. Defendant agrees not to oppose any such applications that are consistent with this paragraph. The amount of costs shall include all past and future costs associated with the Action – including, without limitation, all costs expended by Class Counsel in the Action on in defending the Stipulation and securing Final Approval of the Stipulation (including any appeals thereof). Even in the event that the Court reduces or does not approve the award of costs discussed in this paragraph, Class Representative and Class Counsel shall not have the right to revoke this Stipulation. The Settlement Administrator will disburse this payment within ten (10) calendar days after the final Funding Settlement Payment is remitted to the Settlement Administrator.

c) Class Representative's Enhancement Award. Class Counsel may apply for an enhancement award to the Class Representative in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00). The enhancement award shall be paid from the Maximum Settlement Amount. This enhancement payment is in addition to the payment to which Plaintiff is entitled to as a Class Member. Defendant agrees not to oppose any such application that is consistent with this paragraph. Even in the event that the Court reduces or does not approve the enhancement awards discussed in this paragraph, Class Representative and Class Counsel shall not have the right to revoke this Stipulation. The Settlement Administrator will disburse this payment within ten (10) calendar days after the final Funding Settlement Payment is remitted to the Settlement Administrator.

d) Claims Administration Costs and Fees. All actual costs for claims administration, including related accounting costs, in an amount not to exceed $8,250.00, shall be paid from the Maximum Settlement Amount. The Parties contemplate that the Settlement Administrator shall be ILYM Group, Inc., or any other third-party class action settlement administrator agreed to by the

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Parties and approved by the Court for the purposes of administering this Stipulation. If a Settlement Administrator is not agreed upon by the Parties, Class Counsel shall select a Settlement Administrator on the bases of cost and competence, with the best interest of the Class in mind, subject to approval by the Court for purposes of administering this Stipulation. To the extent actual costs for claims administration are less than $8,250.00, those amounts will be credited to the Total Class Action Settlement Amount prior to distribution of the Net Settlement Amount to Class Members. Defendant agrees not to oppose any such applications that are consistent with this paragraph. Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments. The Settlement Administrator will not deduct its costs and fees pursuant to this subparagraph until ten (10) calendar days after the final Funding Settlement Payment is remitted to the Settlement Administrator.

e) PAGA Allocation. The Parties agree to allocate Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) of the Maximum Settlement Amount to resolve the Class Members' claims arising under PAGA (the "PAGA Allocation"). Pursuant to PAGA, seventy-five percent (75%) of the PAGA Allocation, or Eighteen Thousand, Seven Hundred Fifty Dollars and Zero Cents ($18,750.00), shall be paid to the State of California Labor and Workforce Development Agency (the "LWDA"), with the remaining twenty-five percent (25%), or Six Thousand, Two Hundred Fifty Dollars and Zero Cents ($6,250.00), paid pro rata to the PAGA Group Members as set forth below. The Settlement Administrator will disburse this payment to the LWDA within ten (10) calendar days after the final Funding Settlement Payment is remitted to the Settlement Administrator.

f) Payment of Individual Settlement Awards To Participating Class Members. After the amounts described in Paragraph 20, subparagraphs (a) through (e), above, have been deducted from the Maximum Settlement Amount, the remainder – the Net Settlement Amount – shall be distributed to each Participating Class Member, in the following manner:

The Net Settlement Amount shall be divided by the number of aggregate Qualified Weeks worked by all Participating Class Members during the Covered Period to produce a

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"Weekly Settlement Value." A "Qualified Week" shall be a week where a Participating Class Member was employed by Defendant in California as a non-exempt employee, at any time from April 20, 2019 through July 1, 2025. If possible, Defendant may exclude from these calculation any weeks where the Participating Class Member did not perform any work for Defendant. Each Participating Class Member shall be eligible to receive a settlement payment in the amount of the total number of Qualified Weeks attributable to the Participating Class Member during the Covered Period multiplied by the Weekly Settlement Value, less applicable withholdings, provided that the Participating Class Member has not submitted a Request for Exclusion.

The Settlement Administrator will disburse this payment within ten (10) calendar days after the final Funding Settlement Payment is remitted to the Settlement Administrator.

g) Payment of Portion of PAGA Allocation to PAGA Group Members. Twenty-five percent (25%), or Six Thousand Two Hundred Fifty Dollars and Zero Cents ($6,250.00), of the PAGA Allocation to be paid to the PAGA Group Members shall be divided by the number of aggregate Qualified Pay Periods worked by all PAGA Group Members during the PAGA Period to produce a "Pay Period Settlement Value." A "Qualified Pay Period" shall be a pay period where a PAGA Group Member was employed by Defendant in California as a non-exempt employee, at any time from January 22, 2020 through July 1, 2025. If possible, Defendant may exclude from these calculations any pay periods where the PAGA Group Member did not perform any work for Defendant. Each PAGA Group Member shall be eligible to receive a settlement payment in the amount of the total number of Qualified Pay Periods attributable to the PAGA Group Member during the PAGA Period multiplied by the Pay Period Settlement Value.

The Settlement Administrator will disburse this payment within ten (10) calendar days after the final Funding Settlement Payment is remitted to the Settlement Administrator.

h) No Payment Of Attorney's Fees and Costs, Settlement Administrator Fees and Costs, nor Class Representative Enhancement Award Until Disbursement of Individual Settlement Awards and Individual Portion of PAGA Allocation to PAGA Group Members. No payments of Attorney's Fees and Costs, Settlement Administrator Fees and Costs, nor Class Representative

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Enhancement Award described in Paragraph 20, subparagraphs (a) through (e), shall be made until after disbursements of Individual Settlement Awards and individual portions of PAGA Allocation to Participate Class Members and PAGA Group Members.

21. Non-Reversionary Settlement. There will be no reversion to Defendant following the claims process. In the event that an Individual Settlement Award is paid to a Participating Class Member by check and the check is not cashed on or before the Check Cashing Deadline, the amount of the Individual Settlement Award shall be considered unclaimed. Each unclaimed Individual Settlement Award paid to a Class Member but not cashed on or before the Check Cashing Deadline shall be tendered to the State of California State Controller's Office, Unclaimed Property Fund in the Participating Class Member's name. If the Court does not approve this allocation then the parties will meet and confer in good faith to agree upon alternative cy pres recipient(s).

VII. SETTLEMENT ADMINISTRATION

22. Settlement Administrator's Duties. The Settlement Administrator shall be responsible for (a) processing the data provided by Defendant to be used in calculating Individual Settlement Awards; (b) preparing, printing, and mailing to Class Members the Notice (attached hereto as **Exhibit 1**), as well as following up with reasonable skip tracing; (c) notifying the Parties of the identity of Class Members who submit timely Requests for Exclusion; (d) calculating and mailing Individual Settlement Awards to Class Members; (e) filing any required federal and state tax forms and related agency reporting; (f) filing any required reports with the Court; and (g) any and all such other tasks as to which the Parties mutually agree, or which the Court orders the Settlement Administrator to perform. The claims process shall be anonymous to the extent possible.

Specifically, the Settlement Administrator shall perform the following duties:

a) Processing Of Data Provided By Defendant Regarding Class/PAGA Group Members. Upon receipt of the data provided by Defendant pursuant to Paragraph 27 herein, the Settlement Administrator shall determine, for each Class Member and/or PAGA Group Member: (i) the Class Member and/or PAGA Group Member's name, (ii) the Class Member and/or PAGA

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Group Member's last known address, (iii) the last four digits of the Class Member and/or PAGA Group Member's social security number, (iv) the Class Member's number of Qualified Weeks; (v) the Weekly Settlement Value to be paid to the Class Member pursuant to Paragraph 20, subparagraph (f), above; (vi) the PAGA Group Member's number of Qualified Pay Periods; (vii) and the Pay Period Settlement Value to be paid to the PAGA Group Members Periods pursuant to Paragraph 20, subparagraph (g), above.

b) Mailing Of Documents. Within thirty (30) calendar days of preliminary approval and receipt of the database containing the information to be provided by Defendant pursuant to Paragraph 27 herein, the Settlement Administrator shall mail a copy of the Notice to all Class Members by first class regular U.S. Mail, using the most current mailing address information provided by Defendant and/or obtained by the Settlement Administrator. Prior to mailing the Notice to Class Members, the Settlement Administrator shall run the addresses in the data provided by Defendant through the National Change of Address Database for any address updates and update the data as necessary. The Settlement Administrator will engage in address searches consistent with its normal practices in administering settlements of wage claims, including skip tracing. Such search efforts shall include, where necessary, using social security numbers to obtain better address information and attempting to call such Class Members. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class Members.

c) Re-Mailing Of Returned Notices. The Settlement Administrator will skip-trace and re-mail all returned, undelivered mail after receiving notice that a Notice was undeliverable. Notices returned to the Settlement Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the returned envelope within five (5) days of receipt of the returned notice. A returned Notice will be forwarded only once per Class Member by the Settlement Administrator. Such Class Members will then have the longer of forty-five (45) calendar days from the date of re-mailing or the remaining notice period to opt-out, object, or submit a pay period dispute. Upon completion of these steps by the Settlement Administrator, the Parties shall be deemed to have satisfied their obligation to provide the Notice to the affected Class Member. The

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affected Class Member shall be a Participating Class Member and shall be bound by all the terms of this Stipulation and the Court's Final Order and Judgment.

d) Processing Requests For Exclusion ("Opt-Outs") From Settlement. In the event that a Class Member wishes to be excluded ("opts out") from the settlement provided herein, he or she must mail a written Request for Exclusion to the Settlement Administrator by first class U.S. Mail, or equivalent, postage paid and postmarked, by no later than the Document Receipt Deadline, which is sixty (60) calendar days after the date that the Settlement Administrator originally mails Notices to Class Members. To be valid, the written Request for Exclusion must include (i) the Class Member's name, (ii) the Class Member's address, (iii) a request that the Class Member wishes to be excluded from the settlement, and (iv) the Class Member's signature. No specific language is required to be included in the Class Member's Request for Exclusion in order for the request to be valid. The Settlement Administrator shall notify Class Counsel and Defendant's Counsel of its receipt of all valid Requests for Exclusion within five (5) business days after having received each such Request for Exclusion.

e) Payment of Individual Settlement Awards. The Settlement Administrator shall be solely responsible for the disbursement of the Individual Settlement Award payments.

f) Declaration Of Due Diligence. No later than ten (10) calendar days prior to the Final Approval Hearing, the Settlement Administrator shall provide both Parties with a declaration of due diligence to be filed with the Court.

g) Allocating Portions Of the Individual Settlement As Wages. The Settlement Administrator shall be responsible for calculating the portion of each Individual Settlement Award to be allocated as wages. Twenty percent (20%) of each Individual Settlement Award shall be allocated as wages, and eighty percent (80%) of each Individual Settlement Award shall be allocated as interest and penalties.

h) Taxation Of Individual Settlement Awards. The portion of each Individual Settlement Award allocated as wages shall be subject to payroll withholding. The Settlement Administrator shall be responsible for paying the employees' share of federal, state, and local payroll and income taxes. Appropriate withholding of the employee's share of income taxes shall

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be deducted from each Individual Settlement Awards. The employer's share of payroll taxes shall be paid outside of the Maximum Settlement Amount.

i. Federal Tax Reporting. The Settlement Administrator shall issue an IRS Form W-2 to each Class Member for the portion of the Individual Settlement Award that is designated as wages. The Settlement Administrator shall issue an IRS Form 1099 to each Class Member for the portion of the Individual Settlement Awards that is not designated as wages. The Settlement Administrator shall issue an IRS Form 1099 to the Class Representative for any enhancement award paid pursuant to Paragraph 20, subparagraph (c), above, in connection with their role as the Class Representative.

ii. State Tax Reporting. The Settlement Administrator shall file, with the California Employment Development Department ("EDD"), the required reports of Personal Income Tax ("PIT") wages withheld from the Individual Settlement Awards, as well as the amounts to be paid as Unemployment Insurance ("UI"), Employment Training Tax ("ETT"), and State Disability Insurance ("SDI"). For purposes of this reporting, prior to disbursement of the Individual Settlement Awards, the Settlement Administrator shall provide Defendant with a list of all Class Members, and Defendant shall provide to the Settlement Administrator with its Form DE 2088, Notice of Contribution Rates and Statement of UI Account, for the current calendar year (if unavailable, Defendant may provide instead their California State Employer's Identification Number and applicable UI and ETT Rates).

iii. Responsibility For Tax Obligations. All Class Members and the Class Representative will be responsible for correctly characterizing the compensation they receive for tax purposes and for paying any taxes on the amounts received, except for the employer contributions, which will be handled as provided by this Stipulation. Defendant is not liable for any amounts assessed by a tax authority on account of the Class Members' or the Class Representative's failures to pay all taxes due on amounts they receive hereunder, except if the failure results from Defendant's failure to pay their own portion of

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taxes due. The liability of each Class Member and Class Representative is limited to the liability caused by that individual's own failure.

i) Taxation of Payment of Portion of PAGA Allocation. One Hundred Percent (100%) of the payment to PAGA Group Members as part of the PAGA Allocation will be treated as penalties and the Settlement Administrator shall issue to PAGA Group Members an IRS Form 1099 for that portion of the payment.

j) Mailing Of Individual Settlement Awards and Portion of PAGA Allocation to PAGA Group Members. Within ten (10) calendar days after Defendant's final Funding Settlement Payment to the Settlement Administrator, the Settlement Administrator shall mail all Participating Class Members and PAGA Group Members their full Individual Settlement Awards and/or portion of the PAGA Allocation. Each check issued to a Class Member shall remain valid and negotiable for one hundred eighty (180) days from the date of issuance. Those Individual Settlement Awards and/or portion of the PAGA Allocation payment not cashed by the Check Cashing Deadline shall be canceled automatically, in which event the Participating Class Member's and/or PAGA Group Member's check will be deemed void and the unclaimed funds shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the Participating Class Member and/or PAGA Group Member to whom the funds were distributed.

k) Certifying The Class Members Bound By The Settlement. Within fifty (50) calendar days from the Effective Date, the Settlement Administrator shall file written certification with the Court with copies to counsel for all Parties that all Class Members have been mailed their Individual Settlement Awards.

l) Payments To Class Counsel. Within ten (10) calendar days after Defendant's final Funding Settlement Payment to the Settlement Administrator, the Settlement Administrator shall pay the attorneys' fees and costs, as detailed in Paragraph 20, subparagraphs (a) and (b), above.

m) Payment Of PAGA Allocation. Within ten (10) calendar days after Defendant's final Funding Settlement Payment to the Settlement Administrator, the Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Allocation to the LWDA as civil penalties, as detailed in Paragraph 20, subparagraphs (e), above.

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n) The settlement administrator shall post the Operative Complaint, Settlement Agreement, Class Notice, Preliminary and Final Approval Motions and Orders, and the Final Judgment on its website for a period not less than 60 days.

23. Disputes Regarding The Settlement Administrator's Performance of Duties. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation until all payments and obligations contemplated by this Stipulation have been fully carried out, pursuant to CCP § 664.6 and CRC 3.769(h).

VIII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT APPROVAL

24. Submission Of Stipulation To Court. The Parties shall promptly submit this Stipulation to the Court in support of Plaintiff's motion for preliminary approval and determination by the Court as to the fairness, adequacy, and reasonableness of this Stipulation, and shall apply to the Court for the entry of an order substantially in the following form:

a) Scheduling a fairness hearing on the question of whether the proposed settlement contemplated by the Stipulation – including payment of attorneys' fees, attorneys' costs, appointment of the Class Representative and the amount of their enhancement awards, and the method of determining Individual Settlement Awards to be paid to Class Members– should be finally approved as fair, reasonable, and adequate as to the Class;

b) Approving as to form and content the proposed Notice (attached as **Exhibit 1**);

c) Directing the mailing to Class Members of the Notice, by first class U.S. Mail, pursuant to the terms specified herein;

d) Preliminarily approving the Stipulation, subject only to the objections of Class Members and final review by the Court; and

e) Enjoining the Class Representative and all Participating Class Members from filing or prosecuting any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Stipulation unless such individuals have submitted valid Requests for Exclusion to the Settlement Administrator.

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25. Amendment Of This Stipulation To Conform To The Court's Order. To the extent the Court does not approve this Stipulation, or any term contained herein, and instead allows the Parties to amend this Stipulation, the Parties agree to cooperate in good faith to amend the Stipulation in accordance with the Court's direction, and to retain all other terms of the Stipulation that the Court approves.

IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

26. Timely Approval Of Documents To Be Mailed By The Settlement Administrator. Counsel for the Parties shall respond to requests by the Settlement Administrator to approve all claims administration documents, including the Notice to be mailed to the Class, within four (4) business days of the Settlement Administrator's request for approval.

27. Defendant's Provision Of Class Member Data To Settlement Administrator. No later than twenty-one (21) calendar days following preliminary approval of this Settlement by the Court, Defendant shall provide the Settlement Administrator with data that is within Defendant's possession containing, for each Class Member and/or PAGA Group Member: (a) the Class Member/PAGA Group Member's name; (b) the Class Member/PAGA Group Member's last known address; (c) the Class Member/PAGA Group Member's social security number; (d) the Class Member's number of Qualified Weeks ; and (e) the PAGA Group Member's number of Qualified Pay Periods . This Class Member/PAGA Group Member information is confidential and not to be disclosed to anyone other than the Settlement Administrator. In the event that a dispute arises about the number of Qualified Weeks or Qualified Pay Periods for a Class Member and/or PAGA Group Member, Class Counsel may be provided with information identifying each Class Member and/or PAGA Group Member by number (with all other identifying information removed), and reflecting the number of Qualified Weeks or Qualified Pay Periods during the Covered Period and PAGA Period. This information shall be based on Defendant's payroll and other business records, and shall be in a format readily accessible to Defendant. In the event that approval of the documents pursuant to Paragraph 26 takes more than four (4) business days, the Settlement Administrator shall mail the Notice to the Class Members within three (3) business days of receiving approval of the documents pursuant to Paragraph 26.

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28. Disputes Arising From Claims Administration. Any disputes arising during the claims administration process must be resolved informally by counsel for the Parties and, if the Parties cannot agree, by the Settlement Administrator, within ten (10) calendar days of the Document Receipt Deadline.

29. Motions By Class Counsel.

a) Motions Required For Final Approval Of The Settlement. Class Counsel shall timely prepare, subject to Defendant's review and right to comment, Final Settlement Papers in conformance with the terms of this Settlement, including (1) a motion for Final Approval of the settlement; (2) a motion for award of attorneys' fees and costs; (3) a motion for the Class Representative's enhancement awards; (4) the [Proposed] Final Approval Order and Judgment; and (5) any other documents, petitions, or motions required to effectuate this Stipulation– including, but not limited to, any additional proposed orders requested by the Court. Class Counsel will endeavor to submit the Final Settlement Papers to Defendant's Counsel no later than five (5) court days prior to the deadline for filing the motion for Final Approval of the stipulation. In the event that Class Counsel and Defendant's Counsel cannot resolve any dispute regarding the Final Settlement Papers arising from Defendant's right to review and comment, Defendant's Counsel shall submit its objections to the Final Settlement Papers to the Court before or during the Final Approval Hearing.

b) [Proposed] Final Approval Order and Judgment. The [Proposed] Final Approval Order and Judgment shall include a proposed Final Order and Judgment ordering:

i. Approval of the Stipulation, adjudging the terms thereof to be fair, reasonable, adequate, and directing consummation of its terms and provisions;

ii. Approval of Class Counsel's application for an award of attorneys' fees and costs (Class Counsel will separately submit a motion for award of attorneys' fees and costs);

iii. Approval of the enhancement award to the Class Representative;

iv. Dismissal of the Action with prejudice and permanently barring and enjoining the Class Representative and all Class Members from prosecuting against the

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Released Parties any claims released herein pursuant to Paragraphs 15 and 16, above, including any Released Class Claims and, with respect to the Class Representative, any claims covered by the general release, upon satisfaction of all payments and obligations hereunder; and

v. Reserving jurisdiction over the construction, interpretation, implementation, and enforcement of the Parties' Stipulation, and over the administration and distribution of the settlement amounts.

30. Fairness Hearing. Upon expiration of the Document Receipt Deadline, the Parties shall attend a Final Approval Hearing with the Court to finally approve the Stipulation as fair, reasonable, and adequate as to (a) Class Members; (b) attorneys' fees and costs to Class Counsel; (c) the enhancement awards to the Class Representative; (d) the costs and fees for claims administration; (e) the PAGA Allocation; and (f) the Individual Settlement Awards to be paid to the Class Members, including the methodology used to calculate such awards.

X. DUTIES OF THE PARTIES FOLLOWING COURT APPROVAL

31. Final Approval, And Entry Of Judgment. At or before the Final Approval Hearing, Class Counsel shall submit the [Proposed] Final Approval Order and Judgment to the Court for the Court's approval and entry. After entry of the Final Approval Order and Judgment, the Court shall have continuing jurisdiction over the administration of the Stipulation, pursuant to CCP § 664.6 and CRC 3.769(h).

32. Payment Of Maximum Settlement Amount. The Settlement Administrator shall provide Defendant with a funding schedule identifying each Funding Settlement Payment monthly payment date and the precise Funding Settlement Payment amount to be paid each month. Not later than twenty-one (21) calendar days following the Effective Date, Defendant shall deposit the initial Funding Settlement Payment into an account established by the Settlement Administrator. Defendant's subsequent Funding Settlement Payments will be made monthly and no sooner than thirty (30) days after the previous Funding Settlement Payment, until the full Maximum Settlement Amount is fully funded according to the funding scheduled. The Settlement Administrator will retain authority over the deposited funds, which are to be used in accordance with this Stipulation

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and any orders of the Court. The Settlement Administrator shall make all payments and other disbursements required by this Stipulation from the Maximum Settlement Amount. Defendant shall have no further obligations over the distribution of the Maximum Settlement Amount.

33. Provision Of Final Approval Order And Judgment To Settlement Administrator. Within two (2) business days of Final Approval by the Court of the settlement provided for in this Stipulation, Class Counsel shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment.

XI. ADDITIONAL TERMS

34. Nullification Of Settlement. This Stipulation shall be null and void, and any order of judgment entered by the Court in furtherance of the Settlement shall be vitiated *nunc pro tunc*, if any of the following occurs:

a) The Court does not enter the Final Approval Order and Judgment as provided for herein or contemplated by this Stipulation;

b) The Court does not grant Final Approval of the settlement as provided for herein;

c) The Court does not enter a Final Approval Order and Judgment as provided for herein that becomes final as a result of the occurrence of the Effective Date;

d) The Stipulation does not become final for any other reason; or

e) Plaintiff or Class Counsel misrepresented their awareness of any unalleged claims against the Released Parties or unalleged facts or legal theories upon which claims or causes of actions could be brought against Defendant, pursuant to Paragraph 18.

In such a case, the Parties shall be returned to their respective statuses prior to the settlement, and the Parties shall proceed in all respects as if this Stipulation had not been executed. If an appeal is filed from the Court's Final Approval Order and Judgment prior to the Effective Date, administration of the Stipulation shall be immediately stayed pending final resolution of the appeal process.

35. No Admissions. Nothing contained herein is to be construed or deemed to be an admission of liability or wrongdoing by Defendant. This Stipulation and the attached exhibits are settlement documents, and, pursuant to California Evidence Code section 1152, these documents

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shall be inadmissible in any proceeding except in an action or proceeding to approve, interpret, or enforce this Stipulation.

36. Amendment Or Modification. This Stipulation may be amended or modified only by a written instrument signed by counsel for all Parties.

37. Entire Agreement. This Stipulation and the accompanying exhibits constitute and comprise the entire agreement between the Parties. No oral or written representations, warranties, or inducements have been made to any of the Parties concerning this Stipulation other than the representations, warranties, and covenants contained and memorialized herein.

38. Construction. The Parties agree that the terms of this Stipulation and the accompanying exhibits are the result of lengthy, arms-length negotiations, and that this Stipulation shall not be construed in favor of or against any of the Parties by reason of the extent to which any of the Parties or their respective counsel participated in the drafting of this Stipulation.

39. Parties' Authority. The signatories to this Stipulation represent that they are fully authorized to enter into this Stipulation and to bind the Parties hereto to the terms and conditions hereof.

40. Successors And Assigns. This Stipulation is binding upon, and inures to the benefit of, the Parties' successors and assigns. The Parties represent and warrant that they have not, directly or indirectly, assigned, transferred, or encumbered to any person or entity any portion of any claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

41. Enforcement Of Actions. In the event that any of the Parties to this Stipulation institutes any legal action, arbitration, or other proceeding against any of the other Parties to enforce the provisions of this Stipulation or to declare rights or obligations under this Stipulation, the successful Party shall be entitled to recover from the unsuccessful Party or Parties, reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such enforcement proceedings.

42. Governing Law. All terms of this Stipulation shall be governed by and interpreted according to the laws of the State of California.

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43. Jurisdiction Of The Court. Pursuant to CCP § 664.6 and CRC 3.769(h), the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith.

44. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. Signatures may be affixed either by original signatures, PDF, or facsimile.

45. Notices. Unless otherwise specifically provided in this Stipulation, all notices, demands, and/or other communications will be in writing and will be deemed to have been duly given as of the third (3rd) business day after mailing by U.S. Mail, addressed as follows:

To The Class:
KOUL LAW FIRM
Nazo Koulloukian
217 South Kenwood Street
Glendale, CA 91205

LAW OFFICES OF SAHAG MAJARIAN, II
Sahag Majarian, II
18250 Ventura Blvd.
Tarzana, CA 91356

To Defendant:
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Linda Claxton
Omar M. Aniff
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

46. Enforceability. The Parties intend for this Agreement to be enforceable in the Superior Court of California for the County of Orange, by and subject to the Court's pending jurisdiction.

47. Interpretation. This Stipulation shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against any Party. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and," and the singular or plural number shall be deemed to include the other. Captions and headings are intended solely for convenience of reference and shall not be used in the interpretation of this Stipulation.

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48. Confidentiality.

a) General. Plaintiff and Class Counsel shall agree not to disclose or publicize this Stipulation, its terms or contents, and the negotiations underlying the Stipulation, in any manner or form, directly or indirectly, to any person or entity, except potential Class Members and as shall be contractually required to effectuate the terms of the Stipulation. For avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases, communicate with or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or another medium, with any person or entity concerning the Stipulation, including the fact of the Stipulation, its terms or contents and the negotiations underlying the Stipulation, except as shall be contractually required to effectuate the terms of the Stipulation. However, for the limited purpose of allowing the Plaintiff's Counsel to prove adequacy as class counsel in other actions, Plaintiff's Counsel may disclose the name of the Parties in this action and the venue/case number of this actions (but not any other settlement details) for such purposes.

b) Media Comment. The Parties and their respective counsel agree that the terms of this Stipulation (including, but not limited to, any settlement amounts), the negotiations leading to this Stipulation, and all documents related to the Stipulation, shall not be discussed with, publicized, or promoted to the media, except as necessary in order to enforce its terms. Class Counsel and/or Plaintiff will not list or refer to the Action in any website, mailing, publicity or similar materials – including, but not limited to, any radio or television stations, newspapers, or magazines. In response to any inquiries, including those from media outlets, concerning the settlement, the Parties and their respective counsel agree that they shall simply respond by stating, "the matter has resolved."

c) Class Counsel Marketing And Adequacy Declarations. Class Counsel agrees not to use Defendant's name in marketing materials. Class Counsel and the Class Representative will not make any posting on any website, instant message site, blog, or social networking site that uses Defendant's name, and will not list or refer to the Action in any website, mailings, publicity, or other similar fora or materials. However, for the limited purpose of allowing Class Counsel to

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prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

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

50. Interim Stay Of Proceedings. The Parties agree to refrain from further litigation in the Action, except such proceedings necessary to implement and obtain an Order granting Final Approval of the terms of the Stipulation. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate either as of the Effective Date or the date upon which this Stipulation has been denied by the Court and all subsequent attempts to cure deficiencies pursuant to Paragraph 25 have ended.

51. Invalidity Of Any Provision. Before declaring any provision of this Stipulation invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation valid and enforceable.

52. Class Certification For Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Stipulation. If, for any reason, the Stipulation is not approved, the Parties stipulate that class certification will be revoked without prejudice. The Parties further agree that certification for purposes of the settlement is not an admission that class certification is proper under the standard applied to contested certification motions and that this Stipulation will not be admissible in this or any other proceeding as evidence that (i) a class should or should not be certified or (ii) Defendant is or is not liable to the Class Representative or the putative Class Members.

53. All Terms Subject To Final Court Approval. All amounts and procedures described in this Stipulation shall be subject to final Court approval.

54. Execution Of Necessary Documents. All Parties shall execute all documents reasonably necessary to effectuate the terms of this settlement.

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55. Binding Agreement. The Parties intend that this settlement shall be fully enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IT IS SO AGREED.

PLAINTIFF JESUS GONZALEZ

Dated: 10/20/2026

Firmado por:
93B169045185897...

Jesus Gonzalez

DEFENDANT GOLD COAST BAKERIES, LLC

Dated: _____

_____
Name: Julie Xu

Title:

APPROVED AS TO FORM.

KOUL LAW FIRM, APC
LAW OFFICES OF SAHAG MAJARIAN

Dated: _____

Nazo Koulloukian
Sahag Majarian, II
Attorneys for Plaintiff

OGLETREE DEAKINS

Dated: _____

_____
Linda Claxton
Omar M. Aniff
Attorneys for Defendant

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55. Binding Agreement. The Parties intend that this settlement shall be fully enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IT IS SO AGREED.

PLAINTIFF JESUS JOSE GONZALEZ

Dated: _____

_____
Jesus Gonzalez

DEFENDANT GOLD COAST BAKERIES LLC

Dated: 09-Oct-2026

Signed by:
Julie Xu
C643A1B8F1474A0...

Name: Julie Xu
Title: VP of Finance and Strategy

APPROVED AS TO FORM.

KOUL LAW FIRM, APC
LAW OFFICES OF SAHAG MAJARIAN

Dated: _____

_____
Nazo Koulloukian
Sahag Majarian, II
Attorneys for Plaintiff

OGLETREE DEAKINS

Dated: October 9, 2026

_____
Linda Claxton
Omar M. Aniff
Attorneys for Defendant

EXHIBIT A

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NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Gonzalez v. Gold Coast Bakeries, LLC
Superior Court of the State of California, County of Orange
Case No. 30-2021-01184280-CU-OE-CXC

To: all individuals who were employed by Gold Coast Bakeries, LLC ("Defendant") in the State of California at any time between April 20, 2019 and July 1, 2025:

THIS NOTICE is of a proposed settlement of a class action and representative lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on _____, 2027, to address whether the proposed settlement should be approved (the "Final Approval Hearing"). You may be entitled to receive a payment under the terms of the proposed settlement if it is approved.

[IDENTIFYING INFORMATION]

You have been identified as a Class Member and/or PAGA Group Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately **$INSERT AMOUNT** as your share of the settlement should the Court approve the settlement in full. This amount will be referred to as your "Individual Settlement Award." Please note that this is only an estimate. Your actual Individual Settlement Award may be more or less than this estimate. Your estimate is based on the number of Qualified Weeks that you worked from April 20, 2019 through July 1, 2025 (the "Covered Period") and the number of Qualified Pay Periods that you worked from January 22, 2020 through July 1, 2025 ("PAGA Period"). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full Individual Settlement Award, then no further action is required on your part. You will automatically receive your Individual Settlement Award from the Settlement Administrator if the settlement receives final approval by the Court. You will be bound by the terms of the settlement agreement and will give up your right to sue on the Released Class Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may "opt out" of the settlement of the Class Claims. If you choose to opt out, you must submit a Request for Exclusion by _____, 202_ (see Section V for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) not receive any settlement payment for the Class Claims, but you will preserve your right to pursue the Released Class Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. However, you may not opt-out of the settlement of the PAGA Claim. As a result, if you are also a PAGA Group Member you still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA"), and will release your claims for such civil penalties.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by _____, 202_ (see Section V for more details on how to object). However, you may not object to the settlement of the PAGA claim.
DISPUTE YOUR NUMBER OF QUALIFIED WEEKS OR QUALIFIED PAY PERIODS CREDITED	If you believe the number of Qualified Weeks or Qualified Pay Periods that you were credited with working during the Covered Period or PAGA Period is incorrect, you may submit a written dispute to the Settlement Administrator (see Section IV for more details on how to dispute your credited Qualified Weeks or Qualified Pay Periods). Defendant's records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that the Qualified Weeks or Qualified Pay Periods calculation is inaccurate.

I. Why did I get this Notice?

The Court has granted preliminary approval of a proposed settlement in *Gonzalez v. Gold Coast Bakeries, LLC*, Superior Court of the State of California, County of Orange, Case No. 30-2021-01184280-CU-OE-CXC (the "Lawsuit"). Because your rights may be affected by the settlement, it is important that you read this Notice carefully.

You received this Notice because the records show that you worked for Defendant at some point during the Covered Period. The Court ordered this Notice be sent to you because you may be entitled to money under the settlement and because the settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you meet the definition of a Class Member and received this Notice, you are automatically included in the settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed settlement, and to discuss your rights and options in connection with the Lawsuit and the settlement.

II. What is this lawsuit about?

Plaintiff and Class Representative Jesus Gonzalez filed a class and representative action lawsuit against Defendant on behalf of the Class Members and PAGA Group Members (which will be referred to as the "Action" or "Lawsuit"). The Action alleges the following Class Claims against Defendant on behalf of the Class Members: (1) Failure to Pay All Wages, Including Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Timely Meal Breaks; (4) Failure to Provide Rest Breaks; (5) Failure to Provide Safe Working Conditions; (6) Late Pay and Waiting Time Penalties; (7) Failure to Provide Accurate Itemized Wage Statements and Maintain Accurate Records; (8) Failure to Maintain Complete and Accurate Payroll Records; and (9) Unfair Business Practices in Violation of California Business and Professions Code Section 17200 et seq. (the "Class Claims"). The Lawsuit also seeks civil penalties on behalf of the California Labor Workforce Development Agency ("LWDA") pursuant to PAGA during the PAGA Period ("PAGA Claim").

Defendant has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle the Lawsuit, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action and/or a representative action. Rather, the Parties have agreed to settle the case as part of a compromise between Plaintiff and the Class Members and Defendant.

The Court has not ruled on the merits of Plaintiff's claims. And, by approving the settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendant and Plaintiff have concluded that it is in their respective best interests and the interests of the Class Members to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the settlement was reached following an arm's length mediation with a respected and experienced mediator. In those negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the proposed settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this settlement. Among the reasons for their support are the defenses to liability potentially available to Defendant, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant this settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this settlement. If a Class Member does not participate in the settlement, his/her share of the settlement of the Class Claims will be paid to those who do participate.

III. Who are the attorneys representing the Parties?

Class Counsel:	Attorneys for Defendant:
Nazo Koulloukian, Esq. *nazo@koullaw.com* KOUL LAW FIRM 217 South Kenwood Street Glendale, CA 91205 Tel: (213) 325-3032 Sahag Majarian, II *sahagii@aol.com* Garen Majarian *garen@majarianlawgroup.com* MAJARIAN LAW GROUP, APC 18250 Ventura Blvd. Tarzana, California 91356 Telephone: (818) 609-0807	Linda Claxton Linda.Claxton@ogletreedeakins.com Omar Aniff omar.aniff@ogletree.com OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Telephone: 213-330-0811

IV. What are the terms of the settlement?

On [PA DATE], the Court certified a class, for settlement purposes only, of all current and former hourly, non-exempt employees of Defendant in California at any time from April 20, 2019 through July 1, 2025 (the "Settlement Class" or "Class Members"). The Court also approved a representative group of all current and former hourly, non-exempt employees of Defendant in California at any time during the PAGA Period, which extends from January 22, 2020 through July 1, 2025 ("PAGA Group Members"). Class Members who do not opt out of the Settlement Class pursuant to the procedures set forth in this Notice will be mailed Individual Settlement Awards, and in exchange will be bound by the settlement and release of certain wage and penalty claims against Defendant.

Without admitting any wrongdoing, Defendant has agreed to pay $250,000 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Maximum Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the settlement. Under the settlement, up to $8,250 will be paid from the Maximum Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency. PAGA authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other PAGA Group Members and the State of California for alleged Labor Code violations. Under the settlement, $25,000 of the Maximum Settlement Amount will be allocated to Plaintiff's PAGA Claim. Of this amount, $18,750 will be paid to the LWDA in satisfaction of the claims for civil penalties under PAGA, and the remaining $6,250 will be divided between all PAGA Group Members based on the number of pay periods worked during the PAGA Period, regardless of their receipt of Individual Settlement Awards for the Class Claims. If you are also a PAGA Group Member, you do not have the right to opt-out or exclude yourself from receiving the civil penalties paid to pursuant to PAGA and you will be bound by the settlement and release of certain wage and penalty claims against Defendant

Enhancement to Class Representative. Class Counsel will ask the Court to award Plaintiff a Class Representative Enhancement to compensate him for his service and extra work provided on behalf of the Class Members and in exchange for a general release of claims totaling up to $7,500. The Class Representative also will receive his individual share of the settlement as a Class Member and PAGA Group Member.

Attorneys' Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the 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 Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or costs. Class Counsel will ask for fees of up to 33.33% of the Maximum Settlement Amount (which is $83,325) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through the finalization of the settlement. Class Counsel also will ask for reimbursement of up to $20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Awards to Class Members. After deducting the amounts above from the Maximum Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (Class Members who do not opt-out). The Net Settlement Amount will total approximately $_____. Individual Settlement Awards to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Class Member is credited with working during the Covered Period ("Qualified Weeks"). A Class Member is credited with one Qualified Week each time the Class Member worked at least one shift in a week for Defendant in California during the Covered Period. Specific calculations of Individual Settlement Awards will be made as follows: (a) first, the Settlement Administrator will divide the total Qualified Weeks by all Participating Class Members into the Net Settlement Amount to determine a per "Workweek Value;" then (b) the Workweek Value will be multiplied by the number of Qualified Weeks worked by each Participating Class Member during the Covered Period to determine the Individual Settlement Award, prior to legal deductions/withholdings, for each Class Member. If any Class Member opts out of the settlement, his/her Individual Settlement Award will be distributed to all Participating Class Members.

Qualified Weeks During the Covered Period	Your Share of the Net Settlement Amount
INSERT	$INSERT

Calculation of Individual PAGA Payments to PAGA Group Members. The Settlement Administrator will (1) first calculate the total number of Qualified Pay Periods worked by all PAGA Group Members, (2) second, divide $6,250 (the 25% portion of the PAGA Payment distributed to PAGA Group Members) by the total number of Qualified Pay Periods worked by all PAGA Group Members, and (3) third, multiply the quotient of the calculation in step (2) by each PAGA Group Member's individual number of Qualified Pay Periods worked.

Do you Qualify as a PAGA Group Member?	Pay Periods Worked as a PAGA Group Member	Your Share of PAGA Penalties
YES/NO	INSERT	$INSERT

Disputes to Qualified Weeks or Qualified Pay Periods Credited. For each Participating Class Member and PAGA Group Member, the numbers of Qualified Weeks and Qualifieid Pay Periods will be calculated from Defendant's available records. If you disagree with the number of Qualified Weeks or Qualified Pay Periods you are credited with above, you may submit evidence to the Settlement Administrator on or before _____, 202_ with documentation to establish the number of Qualified Weeks or Qualified Pay Periods you claim to have actually worked for Defendant during the Covered Period or PAGA Period. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

Payments to Participating Class Members and PAGA Group Members. Payments will be made after the entire Maximum Settlement Amount is fully funded. The Settlement provides that Defendant shall have eighteen (18) months to fund the Maximum Settlement Amount, and payments to Participating Class Members and PAGA Group Members will be made after this time. Once fully funded, Individual Settlement Awards will be mailed to all Class Members who did not timely request to be excluded. For those PAGA Group Members who requested to be excluded from the settlement of the Class Claims, their settlement checks will be for their share of PAGA civil penalties only for release of the PAGA Claim, and they will not include any payment for settlement of the Class Claims. Class Members and PAGA Group Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Class Member or PAGA Group Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Class Member or PAGA Group Member, so that the Class Member or PAGA Group

Member can attempt to collect the funds at a later date. You may search for unclaimed funds at the Controller's website: https://ucpi.sco.ca.gov/en/Property/SearchIndex.

Allocation and Taxes. Twenty percent (20%) of the Individual Settlement Award distributed to each Participating Class Member will be considered and reported as wages (IRS Form W-2 reporting). The remaining eighty percent (80%) will be considered and reported as interest and penalties (IRS Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Awards that are distributed as wages, including, but not limited to, state and federal tax withholdings, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Individual PAGA Payments shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Class Members and PAGA Group Members are responsible for the proper income tax treatment of the Individual Settlement Awards and their Individual PAGA Payments. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Awards or Individual PAGA Payments. Class Members and PAGA Group Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Awards or Individual PAGA Payments. Accordingly, Class Members and PAGA Group Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the settlement.

Release of Class Claims (aka the "Released Class Claims"). Once the Court approves the proposed settlement and enters Judgment, and Defendant funds the settlement, then the settlement will bind all Class Members who have not opted out of the settlement and will bar them from bringing the Class Claims against Defendant and the Released Parties (defined below). Specifically, Class Members will fully release and discharge the Released Parties of any and all causes of action and factual or legal theories/allegations that were alleged in the operative complaint in the Action, including but not limited to all of the following claims for relief: (a) failure to pay minimum wages, including overtime wages; (b) failure to pay minimum wages; (c) failure to provide timely uninterrupted meal breaks; (d) failure to provide and/or authorize rest periods; (e) failure to provide safe working conditions; (f) waiting time penalties for failure to pay earned wages upon discharge; (g) failure to provide timely, accurate itemized wage statements; (h) failure to maintain complete and accurate payroll records; (i) unlawful business practices pursuant to California's Business & Professions Code section 17200, et seq.; (j) any other claims or penalties under the wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief.

Release of PAGA Claim (aka the "Released PAGA Claim"). Also upon the Court's approval of the settlement, entry of Judgment, and Defendant's funding of the settlement, the settlement will bind the LWDA, Plaintiff, and all PAGA Group Members, and will bar them from bringing PAGA claims against Defendant and the Released Parties. Specifically, the LWDA, Plaintiff, and all PAGA Group Members will fully release and discharge the Released Parties of any and all causes of action and factual or legal theories for civil penalties, both potential and actual, that were alleged or reasonably could have been alleged based on the facts and theories of the operative complaints in the Action, including but not limited to claims for: (a) failure to pay minimum wages, including overtime wages; (b) failure to pay minimum wages; (c) failure to provide timely uninterrupted meal breaks; (d) failure to provide and/or authorize rest periods; (e) failure to provide safe working conditions; (f) waiting time penalties for failure to pay earned wages upon discharge; (g) failure to provide timely, accurate itemized wage statements; (h) failure to maintain complete and accurate payroll records; (i) any other claims for civil penalties under the wage and hour laws pleaded in the Action or that are based on the same predicate facts or primary rights associated with such laws; and (j) all statutory penalties and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders.

Released Parties. "Released Parties" means Defendant and all of Defendant's current or former parent companies, including Gold Coast Baking Company, LLC, subsidiary companies, and/or related companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and/or future, direct and/or indirect, employees, officers, partners, principals, directors, stockholders, managers, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), investors, and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors.

Conditions of Settlement. This 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.

V. What options do I have?

A. **Do Nothing and Participate in the settlement.** Under the settlement, you will automatically receive an Individual Settlement Award unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Qualified Weeks, as described in this Notice, you may dispute the allocation of the settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Award.

If you are a current employee, your decision as to whether or not to participate in this settlement will not be considered by Defendant, who will not take any adverse employment action against you based on your participation in the settlement.

B. **Exclude Yourself from the Class Claims in the settlement.** If you **do not** wish to take part in the release of the Class Claims in the settlement, you may exclude yourself by sending to the Settlement Administrator a "Request for Exclusion from the Class Action Settlement" letter postmarked no later than _____, 202_ with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

> "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE GONZALEZ V. GOLD COAST BAKERIES, LLC, LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator via U.S. Mail to [ADDRESS], **postmarked no later than _____, 202_**. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this settlement with respect to the Class Claims, including the right to object, appeal or comment on the settlement; (2) will not be entitled to receive any money for the Class Claims under this settlement; and (3) will not be bound by this settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this settlement with respect to the release of the PAGA Claim.

C. **Object to settlement.** You also have the right to object to the terms of the settlement with respect to the Class Claims if you believe they are unfair or unreasonable. 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 Class Claims portion of the settlement, you must submit a written objection stating your full name, address, telephone number, dates of employment at Defendant, the case name and number, the name and address of your attorney(s) if you are represented, and each specific reason in support of your objection. You must also include documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, [ADDRESS], **by no later than _____, 202_**. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. **You need not object to the settlement if you only dispute the number of Qualified Weeks**.

If you choose to object to the Class Claims portion of the settlement, you may also appear at the Final Approval Hearing scheduled for _____, 202_, at 2:00 p.m. in Department CX-102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California. 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 _____, 202_. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

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

VI. What is the effect of the settlement?

Released Rights and Claims. The settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Defendant in California at any time during the Covered Period and do not elect to exclude yourself from the Participating Class, you will be deemed to have entered into this Release and to have released the above-described Released Class Claims. All PAGA Group Members will be deemed to have entered into a release of the Released PAGA Claim. If the settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs and the Class Representative Enhancement to Plaintiff on _____, 2027 at 2:00 p.m. in Department CX- 102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the settlement. For more information, you may inspect the Court's files and the Joint Stipulation Re: Class Action Settlement at the Office of the Clerk, Orange County Superior Court, 751 West Santa Ana Boulevard, Santa Ana, California, during regular court hours. The Settlement Administrator will post the Operative Complaint, Settlement Agreement, Class Notice, Preliminary and Final Approval Motions and Orders, and the Final Judgment on its website for a period not less than 60 days. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

IX. Reminder as to time limits.

Class Members do not have to take any further action to participate in the settlement. The deadline for submitting a Request for Exclusion from the Settled Class Claims is _____**, 202_**. The deadline for mailing an objection to the Settlement Administrator is _____**, 202_**. These deadlines will be extended for an additional 45 days if your notice packet was returned and remailed to you. These deadlines will be strictly enforced.

PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT.

Certificate of Translation Accuracy

Translation of **Second Amended Settlement - Class Notice - Gonzalez V. Gold Coast** from **English** to **Spanish**

I, David Henriquez, certify that I am fluent in English and Spanish, have 13 years of professional translation experience (since 2013), am competent to translate from English into Spanish, and that this translation of the above-mentioned document is complete and accurate. I further certify that this document has not been translated for a family member, friend, or business associate.

David Henriquez
Translator
October 19, 2026

As an authorized representative of RushTranslate, a professional translation services agency, I certify that this translation was performed by David Henriquez, a professional translator engaged by RushTranslate whose identity and qualifications we have verified, and that it was prepared under RushTranslate's quality assurance process. RushTranslate concurs that the translation is complete and accurate. This certification attests to the correctness of the translation only; no claims are made about the authenticity or content of the original document. A copy of the translation is attached.

Mike Bortscheller
Authorized Representative
October 19, 2026

RushTranslate
640 South Fourth Street
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Louisville, KY 40202
United States



ANEXO A

AVISO DEL ACUERDO DE CONCILIACIÓN DE LA DEMANDA COLECTIVA Y DE LA ACCIÓN REPRESENTATIVA

Gonzalez v. Gold Coast Bakeries, LLC
Tribunal Superior del Estado de California, Condado de Orange
Caso No. 30-2021-01184280-CU-OE-CXC

Para: todas las personas que fueron empleadas por Gold Coast Bakeries, LLC ("Demandado") en el Estado de California en cualquier momento entre el 20 de abril de 2019 y el 1 de julio de 2025:

EL PRESENTE AVISO corresponde a una propuesta de acuerdo de conciliación de una demanda colectiva y representativa, y al anuncio de una audiencia ante el tribunal a la que usted puede optar por asistir. Sus derechos pueden verse afectados por el procedimiento judicial de la presente demanda. El Tribunal llevará a cabo una audiencia el _____ de 2027, para decidir si debe aprobarse el acuerdo de conciliación propuesto (la "Audiencia de Aprobación Definitiva"). Es posible que tenga derecho a recibir un pago conforme a los términos del acuerdo de conciliación propuesto si este se aprueba.

[INFORMACIÓN DE IDENTIFICACIÓN]

Se le ha identificado como Miembro de la Demanda Colectiva y/o Miembro del Grupo de la PAGA en la demanda mencionada anteriormente. Según los términos del acuerdo de conciliación propuesto, se estima que usted recibirá aproximadamente **$INSERTAR IMPORTE** como su parte del acuerdo de conciliación en caso de que el Tribunal apruebe el acuerdo de conciliación en su totalidad. Este importe se denominará su "Indemnización Individual del Acuerdo de Conciliación". Por favor, tenga en cuenta que se trata únicamente de una estimación. Su Indemnización Individual del Acuerdo de Conciliación real podría ser superior o inferior a esta estimación. Su estimación se basa en el número de Semanas Calificadas que trabajó desde el 20 de abril de 2019 hasta el 1 de julio de 2025 (el "Período Cubierto") y en el número de Períodos de Pago Calificados que trabajó desde el 22 de enero de 2020 hasta el 1 de julio de 2025 ("Período de la PAGA"). Sus opciones y los requisitos que debe cumplir para recibir los pagos se describen más abajo.

SUS DERECHOS Y OPCIONES LEGALES EN EL PRESENTE ACUERDO DE CONCILIACIÓN	
NO REALIZAR NINGUNA ACCIÓN Y RECIBIR UN PAGO DEL ACUERDO DE CONCILIACIÓN	Si desea recibir su Indemnización Individual del Acuerdo de Conciliación completa, entonces no se requiere ninguna otra acción de su parte. Recibirá automáticamente su Indemnización Individual del Acuerdo de Conciliación por parte del Administrador del Acuerdo de Conciliación si el acuerdo de conciliación recibe la aprobación definitiva del Tribunal. Quedará sujeto a los términos del acuerdo de conciliación y renunciará a su derecho a demandar por las Reclamaciones Exoneradas de la Demanda Colectiva descritas en la Sección IV.
EXCLUIRSE VOLUNTARIAMENTE	Si no desea participar en el acuerdo de conciliación de las Reclamaciones de la Demanda Colectiva, puede "optar por no participar" en el acuerdo de conciliación de las Reclamaciones de la Demanda Colectiva. Si decide optar por no participar, deberá presentar una Solicitud de Exclusión Voluntaria a más tardar el _____ de 202_ (consulte la Sección V para obtener más detalles sobre cómo optar por no participar). Si opta por no participar en el acuerdo de conciliación de las Reclamaciones de la Demanda Colectiva, dejará de ser Miembro de la Demanda Colectiva y (1)

	no recibirá ningún pago del acuerdo de conciliación por las Reclamaciones de la Demanda Colectiva, pero conservará su derecho a hacer valer las Reclamaciones Exoneradas de la Demanda Colectiva descritas en la Sección IV, con sujeción a los plazos de prescripción aplicables, y (2) se le impedirá presentar una objeción al acuerdo de conciliación. Sin embargo, no puede optar por no participar en el acuerdo de conciliación de la Reclamación de la PAGA. En consecuencia, si también es Miembro del Grupo de la PAGA, igualmente recibirá un pago como parte de las sanciones civiles pagadas de conformidad con la Ley del Procurador General Privado de California de 2004, secciones 2698, *et seq.* del Código Laboral de California ("PAGA", por sus siglas en inglés), y exonerará sus reclamaciones por dichas sanciones civiles.
OBJETAR	Si decide objetar el acuerdo de conciliación con respecto a las Reclamaciones de la Demanda Colectiva porque lo considera injusto o irrazonable, deberá presentar una objeción en la que indique por qué objeta el acuerdo de conciliación a más tardar el _____ de 202_ (consulte la Sección V para obtener más detalles sobre cómo objetar). Sin embargo, no puede objetar el acuerdo de conciliación de la reclamación de la PAGA.
DISPUTAR SU NÚMERO DE SEMANAS CALIFICADAS O PERÍODOS DE PAGO CALIFICADOS ACREDITADOS	Si considera que el número de Semanas Calificadas o Períodos de Pago Calificados que se le acreditaron como trabajados durante el Período Cubierto o el Período de la PAGA es incorrecto, puede presentar una disputa por escrito ante el Administrador del Acuerdo de Conciliación (consulte la Sección IV para obtener más detalles sobre cómo disputar sus Semanas Calificadas o Períodos de Pago Calificados acreditados). Se presumirá que los registros del Demandado son correctos, pero puede proporcionar al Administrador del Acuerdo de Conciliación evidencia que demuestre que el cálculo de las Semanas Calificadas o de los Períodos de Pago Calificados es inexacto.

I. ¿Por qué recibí el presente Aviso?

El Tribunal ha concedido la aprobación preliminar de un acuerdo de conciliación propuesto en *Gonzalez v. Gold Coast Bakeries, LLC*, Tribunal Superior del Estado de California, Condado de Orange, Caso No. 30-2021-01184280-CU-OE-CXC (la "Demanda"). Dado que el acuerdo de conciliación puede afectar a sus derechos, es importante que lea con atención el presente Aviso.

Recibió el presente Aviso porque los registros indican que trabajó para el Demandado en algún momento durante el Período Cubierto. El Tribunal ordenó que se le enviara este Aviso porque es posible que tenga derecho a recibir dinero en virtud del acuerdo de conciliación y porque el acuerdo de conciliación afecta a sus derechos legales.

NO ES NECESARIO REALIZAR NINGUNA ACCIÓN PARA RECIBIR DINERO EN VIRTUD DEL ACUERDO DE CONCILIACIÓN: Si cumple con la definición de Miembro de la Demanda Colectiva y recibió el presente Aviso, queda incluido automáticamente en el acuerdo de conciliación y no necesita realizar ninguna otra acción para recibir un pago.

El objetivo del presente Aviso es ofrecerle una breve descripción de la Demanda, informarle de los términos del acuerdo de conciliación propuesto y explicarle sus derechos y opciones en relación con la Demanda y el acuerdo de conciliación.

II. ¿En qué consiste la presente demanda?

El Demandante y Representante de la Demanda Colectiva Jesus Gonzalez presentó una demanda colectiva y representativa contra el Demandado en nombre de los Miembros de la Demanda Colectiva y de los Miembros del Grupo de la PAGA (a la que se denominará la "Acción" o la "Demanda"). La Acción alega las siguientes Reclamaciones de la Demanda Colectiva contra el Demandado en nombre de los Miembros de la Demanda Colectiva: (1) Incumplimiento en el pago de todos los salarios, incluidos los salarios por horas extras; (2) Incumplimiento en el pago de los salarios mínimos; (3) Incumplimiento en el otorgamiento de pausas para comer a tiempo; (4) Incumplimiento en el otorgamiento de pausas de descanso; (5) Incumplimiento en el otorgamiento de condiciones de trabajo seguras; (6) Pago tardío y sanciones por tiempo de espera; (7) Incumplimiento en la entrega de declaraciones salariales detalladas y precisas y en el mantenimiento de registros precisos; (8) Incumplimiento en el mantenimiento de registros de nómina completos y precisos; y (9) Prácticas comerciales desleales en violación de la Sección 17200 et seq. del Código de Negocios y Profesiones de California (las "Reclamaciones de la Demanda Colectiva"). La Demanda también reclama sanciones civiles en nombre de la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California ("LWDA", por sus siglas en inglés) de conformidad con la PAGA durante el Período de la PAGA ("Reclamación de la PAGA").

El Demandado ha negado, y continúa negando, las alegaciones fácticas y jurídicas de la Demanda y considera que tiene defensas válidas frente a las reclamaciones del Demandante. Al aceptar resolver la Demanda, el Demandado no admite responsabilidad alguna respecto a ninguna de las alegaciones fácticas o reclamaciones del caso, ni que el caso pueda o deba tramitarse como una demanda colectiva y/o una acción representativa. Por el contrario, las Partes han acordado resolver el caso como parte de un compromiso entre el Demandante y los Miembros de la Demanda Colectiva y el Demandado.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del Demandante. Y, al aprobar el acuerdo de conciliación y emitir el presente Aviso, el Tribunal no está dando a entender qué parte ganaría o perdería este caso si llegara a juicio. No obstante, con el fin de evitar gastos adicionales, inconvenientes y los riesgos que conlleva la prolongación del litigio, el Demandado y el Demandante han llegado a la conclusión de que lo más conveniente para sus respectivos intereses y para los intereses de los Miembros de la Demanda Colectiva es resolver la Demanda en los términos que se resumen en este Aviso. Tras proporcionar amplia información a los Asesores de la Demanda Colectiva, se llegó al acuerdo de conciliación después de una mediación en igualdad de condiciones con un mediador respetado y experimentado. En esas negociaciones, ambas partes reconocieron el riesgo sustancial de que el Tribunal fallara en su contra en el juicio y determinaron que el acuerdo de conciliación propuesto era una buena opción para resolver las reclamaciones en disputa.

El Representante de la Demanda Colectiva y los Asesores de la Demanda Colectiva respaldan el presente acuerdo de conciliación. Entre los motivos que justifican su respaldo se encuentran las posibles defensas frente a la responsabilidad de las que podría valerse el Demandado, el riesgo de que se deniegue la certificación de la demanda colectiva o el estatus representativo, el riesgo inherente a un juicio sobre el fondo del asunto, y los retrasos e incertidumbres asociados al litigio.

Si usted sigue siendo empleado del Demandado, el presente acuerdo de conciliación no afectará a su relación laboral. La ley de California prohíbe terminantemente las represalias ilícitas. Además, el Demandado no tomará ninguna medida desfavorable contra ningún Miembro de la Demanda Colectiva, ni emprenderá acciones contra él, ni tomará represalias ni lo discriminará, por el hecho de que dicho Miembro de la Demanda Colectiva participe o decida no participar en este acuerdo de conciliación. Si un Miembro de la Demanda Colectiva no participa en el acuerdo de conciliación, su parte del acuerdo de conciliación de las Reclamaciones de la Demanda Colectiva se pagará a quienes sí participen.

III. ¿Quiénes son los abogados que representan a las Partes?

Asesores de la Demanda Colectiva:	Abogados del Demandado:
Abogada Nazo Koulloukian *nazo@koullaw.com* KOUL LAW FIRM 217 South Kenwood Street Glendale, CA 91205 Teléfono: (213) 325-3032 Sahag Majarian, II *sahagii@aol.com* Garen Majarian *garen@majarianlawgroup.com* MAJARIAN LAW GROUP, APC 18250 Ventura Blvd. Tarzana, California 91356 Teléfono: (818) 609-0807	Linda Claxton Linda.Claxton@ogletreedeakins.com Omar Aniff omar.aniff@ogletree.com OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Teléfono: 213-330-0811

IV. ¿Cuáles son los términos del acuerdo de conciliación?

El [FECHA DE APROBACIÓN PRELIMINAR], el Tribunal certificó una demanda colectiva, únicamente a efectos del acuerdo de conciliación, integrada por todos los empleados actuales y anteriores del Demandado, que reciben pago por hora y no exentos, en California en cualquier momento desde el 20 de abril de 2019 hasta el 1 de julio de 2025 (el "Acuerdo de Conciliación de la Demanda Colectiva" o los "Miembros de la Demanda Colectiva"). El Tribunal también aprobó un grupo representativo integrado por todos los empleados actuales y anteriores del Demandado, que reciben pago por hora y no exentos, en California en cualquier momento durante el Período de la PAGA, que abarca desde el 22 de enero de 2020 hasta el 1 de julio de 2025 ("Miembros del Grupo de la PAGA"). A los Miembros de la Demanda Colectiva que no opten por no participar en el Acuerdo de Conciliación de la Demanda Colectiva de conformidad con los procedimientos establecidos en el presente Aviso se les enviarán por correo postal las Indemnizaciones Individuales del Acuerdo de Conciliación y, a cambio, quedarán sujetos al acuerdo de conciliación y a la exoneración de determinadas reclamaciones salariales y de sanciones contra el Demandado.

Sin admitir ninguna conducta indebida, el Demandado ha acordado pagar $250,000 (el "Importe Máximo del Acuerdo de Conciliación") para resolver por completo todas las reclamaciones de la Demanda. Las Partes acordaron los siguientes pagos con cargo al Importe Máximo del Acuerdo de Conciliación:

Costos de Administración del Acuerdo de Conciliación. El Tribunal ha aprobado que ILYM Group, Inc. actúe como el "Administrador del Acuerdo de Conciliación", que es quien le envía el presente Aviso y desempeñará muchas otras funciones relacionadas con el acuerdo de conciliación. En virtud del acuerdo de conciliación, se pagarán hasta $8,250 con cargo al Importe Máximo del Acuerdo de Conciliación para cubrir los Costos de Administración del Acuerdo de Conciliación.

Sanciones a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California. La PAGA autoriza a los empleados a presentar demandas para intentar recuperar sanciones civiles en nombre de otros Miembros del Grupo de la PAGA y del Estado de California por presuntas violaciones del Código Laboral. En virtud del acuerdo de conciliación, $25,000 del Importe Máximo del Acuerdo de Conciliación se asignarán a la Reclamación de la PAGA del Demandante. De este importe, $18,750

se pagarán a la LWDA en satisfacción de las reclamaciones de sanciones civiles en virtud de la PAGA, y los $6,250 restantes se repartirán entre todos los Miembros del Grupo de la PAGA en función del número de períodos de pago trabajados durante el Período de la PAGA, independientemente de que reciban Indemnizaciones Individuales del Acuerdo de Conciliación por las Reclamaciones de la Demanda Colectiva. Si también es Miembro del Grupo de la PAGA, no tiene derecho a optar por no participar ni a excluirse voluntariamente de recibir las sanciones civiles pagadas de conformidad con la PAGA, y quedará sujeto al acuerdo de conciliación y a la exoneración de determinadas reclamaciones salariales y de sanciones contra el Demandado.

Incentivo para el Representante de la Demanda Colectiva. Los Asesores de la Demanda Colectiva solicitarán al Tribunal que otorgue al Demandante un Incentivo del Representante de la Demanda Colectiva para compensarlo por su servicio y el trabajo adicional realizado en nombre de los Miembros de la Demanda Colectiva y a cambio de una exoneración general de reclamaciones, por un total de hasta $7,500. El Representante de la Demanda Colectiva también recibirá su parte individual del acuerdo de conciliación como Miembro de la Demanda Colectiva y Miembro del Grupo de la PAGA.

Honorarios y Costos de los Abogados. Los Asesores de la Demanda Colectiva han llevado adelante la Demanda en nombre de los Miembros de la Demanda Colectiva sobre la base de honorarios contingentes (es decir, sin haber recibido ningún pago hasta la fecha) y han cubierto todos los costos y gastos de litigio. El Tribunal determinará el importe real que se concederá a los Asesores de la Demanda Colectiva en concepto de honorarios de los abogados, el cual se pagará con cargo al Importe Máximo del Acuerdo de Conciliación. Los Miembros de la Demanda Colectiva no son responsables personalmente de ninguno de los honorarios de los abogados ni de los costos de los Asesores de la Demanda Colectiva. Los Asesores de la Demanda Colectiva solicitarán unos honorarios de hasta el 33.33 % del Importe Máximo del Acuerdo de Conciliación (que equivale a $83,325) en concepto de indemnización razonable por el trabajo que los Asesores de la Demanda Colectiva han realizado y seguirán realizando en el marco de la presente Demanda hasta la finalización del acuerdo de conciliación. Los Asesores de la Demanda Colectiva también solicitarán el reembolso de hasta $20,000 por los costos en que hayan incurrido los Asesores de la Demanda Colectiva en relación con la Demanda.

Cálculo de las Indemnizaciones Individuales del Acuerdo de Conciliación para los Miembros de la Demanda Colectiva. Una vez deducidos los importes anteriores del Importe Máximo del Acuerdo de Conciliación, el saldo resultante constituirá el Importe Neto del Acuerdo de Conciliación que se distribuirá entre los Miembros Participantes de la Demanda Colectiva (Miembros de la Demanda Colectiva que no opten por no participar). El Importe Neto del Acuerdo de Conciliación ascenderá aproximadamente a $_____. Las Indemnizaciones Individuales del Acuerdo de Conciliación para los Miembros de la Demanda Colectiva se calcularán y prorratearán a partir del Importe Neto del Acuerdo de Conciliación con base en el número de semanas que se le acrediten como trabajadas a un Miembro de la Demanda Colectiva durante el Período Cubierto ("Semanas Calificadas"). A un Miembro de la Demanda Colectiva se le acredita una Semana Calificada cada vez que el Miembro de la Demanda Colectiva trabajó al menos un turno en una semana para el Demandado en California durante el Período Cubierto. Los cálculos específicos de las Indemnizaciones Individuales del Acuerdo de Conciliación se realizarán de la siguiente manera: (a) en primer lugar, el Administrador del Acuerdo de Conciliación dividirá el Importe Neto del Acuerdo de Conciliación entre el total de Semanas Calificadas de todos los Miembros Participantes de la Demanda Colectiva para determinar un "Valor de la Semana Laboral"; luego, (b) el Valor de la Semana Laboral se multiplicará por el número de Semanas Calificadas trabajadas por cada Miembro Participante de la Demanda Colectiva durante el Período Cubierto para determinar la Indemnización Individual del Acuerdo de Conciliación, antes de las deducciones/retenciones legales, de cada Miembro de la Demanda Colectiva. Si algún Miembro de la Demanda Colectiva opta por no participar en el acuerdo de conciliación, su Indemnización Individual del Acuerdo de Conciliación se distribuirá entre todos los Miembros Participantes de la Demanda Colectiva.

Semanas Calificadas durante el Período Cubierto	Su parte del Importe Neto del Acuerdo de Conciliación
INSERTAR	$INSERTAR

Cálculo de los Pagos Individuales de la PAGA para los Miembros del Grupo de la PAGA. El Administrador del Acuerdo de Conciliación (1) en primer lugar, calculará el número total de Períodos de Pago Calificados trabajados por todos los Miembros del Grupo de la PAGA, (2) en segundo lugar, dividirá $6,250 (la porción del 25 % del Pago de la PAGA distribuida a los Miembros del Grupo de la PAGA) entre el número total de Períodos de Pago Calificados trabajados por todos los Miembros del Grupo de la PAGA, y (3) en tercer lugar, multiplicará el cociente del cálculo del paso (2) por el número individual de Períodos de Pago Calificados trabajados por cada Miembro del Grupo de la PAGA.

¿Reúne los requisitos como Miembro del Grupo de la PAGA?	Períodos de Pago trabajados como Miembro del Grupo de la PAGA	Su parte de las sanciones de la PAGA
SÍ/NO	INSERTAR	$INSERTAR

Disputas sobre las Semanas Calificadas o los Períodos de Pago Calificados acreditados. Para cada Miembro Participante de la Demanda Colectiva y Miembro del Grupo de la PAGA, el número de Semanas Calificadas y de Períodos de Pago Calificados se calculará a partir de los registros disponibles del Demandado. Si no está de acuerdo con el número de Semanas Calificadas o de Períodos de Pago Calificados que se le acreditan más arriba, puede presentar evidencia ante el Administrador del Acuerdo de Conciliación a más tardar el _____de 202_ junto con documentación que acredite el número de Semanas Calificadas o de Períodos de Pago Calificados que usted afirma haber trabajado realmente para el Demandado durante el Período Cubierto o el Período de la PAGA. **LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO DE CONCILIACIÓN NO SE DEVOLVERÁ NI SE CONSERVARÁ; NO ENVÍE ORIGINALES.** El Administrador del Acuerdo de Conciliación dictará una resolución definitiva.

Pagos a los Miembros Participantes de la Demanda Colectiva y a los Miembros del Grupo de la PAGA. Los pagos se realizarán una vez que se haya financiado por completo la totalidad del Importe Máximo del Acuerdo de Conciliación. El Acuerdo de Conciliación establece que el Demandado dispondrá de dieciocho (18) meses para financiar el Importe Máximo del Acuerdo de Conciliación, y los pagos a los Miembros Participantes de la Demanda Colectiva y a los Miembros del Grupo de la PAGA se realizarán una vez transcurrido dicho plazo. Una vez financiado por completo, se enviarán por correo postal las Indemnizaciones Individuales del Acuerdo de Conciliación a todos los Miembros de la Demanda Colectiva que no hayan solicitado oportunamente su exclusión voluntaria. Para aquellos Miembros del Grupo de la PAGA que hayan solicitado ser excluidos del acuerdo de conciliación de las Reclamaciones de la Demanda Colectiva, sus cheques del acuerdo de conciliación corresponderán únicamente a su parte de las sanciones civiles de la PAGA por la exoneración de la Reclamación de la PAGA, y no incluirán ningún pago por la conciliación de las Reclamaciones de la Demanda Colectiva. Los Miembros de la Demanda Colectiva y los Miembros del Grupo de la PAGA tendrán 180 días a partir de la emisión del último cheque para cobrar todos los cheques. En caso de que algún Miembro de la Demanda Colectiva o Miembro del Grupo de la PAGA no cobre a tiempo un cheque del acuerdo de conciliación, se emitirá una orden de suspensión de pago sobre el cheque y los fondos se ingresarán en la Oficina del Contralor del Estado de California a nombre del Miembro de la Demanda Colectiva o Miembro del Grupo de la PAGA, de modo que el Miembro de la Demanda Colectiva o Miembro del Grupo de la PAGA pueda intentar cobrar los fondos en una fecha posterior. Puede buscar fondos no reclamados en el sitio web del Contralor: https://ucpi.sco.ca.gov/en/Property/SearchIndex.

Asignación e impuestos. El veinte por ciento (20 %) de la Indemnización Individual del Acuerdo de Conciliación distribuida a cada Miembro Participante de la Demanda Colectiva se considerará y reportará como salario (reporte en el Formulario W-2 del Servicio de Impuestos Internos (IRS, por sus siglas en

inglés)). El ochenta por ciento (80 %) restante se considerará y reportará como intereses y sanciones (reporte en el Formulario 1099 del IRS). El Administrador del Acuerdo de Conciliación aplicará todas las deducciones habituales y acostumbradas a las Indemnizaciones Individuales del Acuerdo de Conciliación que se distribuyan como salario, incluidas, entre otras, las retenciones de impuestos estatales y federales, las primas por discapacidad y las primas del seguro de desempleo. No se aplicará ninguna deducción a la distribución por intereses y sanciones; sin embargo, los pagos se reportarán en el Formulario 1099 del IRS como ingresos. Los Pagos Individuales de la PAGA se pagarán en un cien por ciento (100 %) como sanciones civiles sobre las cuales no se retendrá ningún impuesto y cuyo pago se reportará en el Formulario 1099 del IRS. Los Miembros de la Demanda Colectiva y los Miembros del Grupo de la PAGA son responsables del tratamiento adecuado, a efectos del impuesto sobre la renta, de las Indemnizaciones Individuales del Acuerdo de Conciliación y de sus Pagos Individuales de la PAGA. El Administrador del Acuerdo de Conciliación, el Demandado y sus asesores, y los Asesores de la Demanda Colectiva no pueden ofrecer asesoramiento fiscal y no formulan ninguna declaración en cuanto al tratamiento fiscal o el efecto legal de las Indemnizaciones Individuales del Acuerdo de Conciliación o de los Pagos Individuales de la PAGA. Los Miembros de la Demanda Colectiva y los Miembros del Grupo de la PAGA serán los únicos responsables del pago de cualquier impuesto y sanción que se imponga sobre sus Indemnizaciones Individuales del Acuerdo de Conciliación o Pagos Individuales de la PAGA. Por consiguiente, los Miembros de la Demanda Colectiva y los Miembros del Grupo de la PAGA deben consultar con sus asesores fiscales acerca de las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del acuerdo de conciliación.

Exoneración de las Reclamaciones de la Demanda Colectiva (también conocidas como las "Reclamaciones Exoneradas de la Demanda Colectiva"). Una vez que el Tribunal apruebe el acuerdo de conciliación propuesto y dicte la Sentencia, y el Demandado financie el acuerdo de conciliación, el acuerdo de conciliación será vinculante para todos los Miembros de la Demanda Colectiva que no hayan optado por no participar en el acuerdo de conciliación y les impedirá interponer las Reclamaciones de la Demanda Colectiva contra el Demandado y las Partes Exoneradas (definidas más abajo). En concreto, los Miembros de la Demanda Colectiva exonerarán y liberarán por completo a las Partes Exoneradas de todas y cada una de las causas de acción y teorías/alegaciones fácticas o jurídicas que se alegaron en la demanda operativa de la Acción, incluidas, entre otras, todas las siguientes reclamaciones de reparación: (a) incumplimiento en el pago de los salarios mínimos, incluidos los salarios por horas extras; (b) incumplimiento en el pago de los salarios mínimos; (c) incumplimiento en el otorgamiento de pausas para comer ininterrumpidas a tiempo; (d) incumplimiento en el otorgamiento y/o la autorización de períodos de descanso; (e) incumplimiento en el otorgamiento de condiciones de trabajo seguras; (f) sanciones por tiempo de espera por incumplimiento en el pago de los salarios devengados al momento del despido; (g) incumplimiento en la entrega de declaraciones salariales detalladas, precisas y a tiempo; (h) incumplimiento en el mantenimiento de registros de nómina completos y precisos; (i) prácticas comerciales ilícitas de conformidad con la sección 17200, et seq. del Código de Negocios y Profesiones de California; (j) cualquier otra reclamación o sanción en virtud de las leyes sobre salarios y horarios alegadas en la Acción; y (k) todos los daños y perjuicios, sanciones, intereses y otros importes recuperables en virtud de dichas reclamaciones, causas de acción o teorías jurídicas de reparación.

Exoneración de la Reclamación de la PAGA (también conocida como la "Reclamación Exonerada de la PAGA"). Asimismo, tras la aprobación del acuerdo de conciliación por parte del Tribunal, la emisión de la Sentencia y el financiamiento del acuerdo de conciliación por parte del Demandado, el acuerdo de conciliación será vinculante para la LWDA, el Demandante y todos los Miembros del Grupo de la PAGA, y les impedirá interponer reclamaciones de la PAGA contra el Demandado y las Partes Exoneradas. En concreto, la LWDA, el Demandante y todos los Miembros del Grupo de la PAGA exonerarán y liberarán por completo a las Partes Exoneradas de todas y cada una de las causas de acción y teorías fácticas o jurídicas de sanciones civiles, tanto potenciales como reales, que se alegaron o que razonablemente podrían haberse alegado con base en los hechos y teorías de las demandas operativas de la Acción, incluidas, entre otras, las reclamaciones por: (a) incumplimiento en el pago de los salarios mínimos, incluidos los salarios por horas extras; (b) incumplimiento en el pago de los salarios mínimos; (c) incumplimiento en el otorgamiento de pausas para comer ininterrumpidas a tiempo; (d) incumplimiento en

el otorgamiento y/o la autorización de períodos de descanso; (e) incumplimiento en el otorgamiento de condiciones de trabajo seguras; (f) sanciones por tiempo de espera por incumplimiento en el pago de los salarios devengados al momento del despido; (g) incumplimiento en la entrega de declaraciones salariales detalladas, precisas y a tiempo; (h) incumplimiento en el mantenimiento de registros de nómina completos y precisos; (i) cualquier otra reclamación de sanciones civiles en virtud de las leyes sobre salarios y horarios alegadas en la Acción o que se basen en los mismos hechos subyacentes o derechos primarios asociados a dichas leyes; y (j) todas las sanciones legales y otros importes recuperables en virtud de dichas causas de acción conforme a la ley de California, en la medida en que esté permitido, incluidos, entre otros, el Código Laboral de California y las Órdenes Salariales aplicables.

Partes Exoneradas. Por "Partes Exoneradas" se entiende el Demandado y todas las compañías matrices actuales o anteriores del Demandado, incluida Gold Coast Baking Company, LLC, las compañías subsidiarias y/o compañías relacionadas, sociedades, empresas conjuntas, afiliadas, divisiones y/o agencias de empleo, y, con respecto a cada una de ellas, todos los predecesores y sucesores de estas y/o de dichas entidades relacionadas, y, con respecto a cada una de dichas entidades, todos sus empleados, funcionarios, socios, directivos principales, directores, accionistas, gerentes, propietarios, representantes, cesionarios, abogados, agentes, aseguradoras, programas de beneficios para empleados (y los fideicomisarios, administradores, fiduciarios y aseguradoras de dichos programas) e inversionistas, pasados, presentes y/o futuros, directos y/o indirectos, y cualquier otra persona que actúe por medio de, a través de, bajo la dirección de o en concierto con cualquiera de las personas o entidades enumeradas en el presente inciso, y sus sucesores.

Condiciones del Acuerdo de Conciliación. El presente acuerdo de conciliación está supeditado a que el Tribunal dicte una orden en la Audiencia de Aprobación Definitiva o con posterioridad a ella, en la que apruebe definitivamente el acuerdo de conciliación como justo, razonable, adecuado y en el mejor interés del Acuerdo de Conciliación de la Demanda Colectiva, así como a que se dicte la Sentencia.

V. ¿Qué opciones tengo?

A. **No realizar ninguna acción y participar en el acuerdo de conciliación.** En virtud del acuerdo de conciliación, recibirá automáticamente una Indemnización Individual del Acuerdo de Conciliación, a excepción de que se excluya voluntariamente del acuerdo de conciliación siguiendo el procedimiento para optar por no participar que se describe más abajo. Si no está de acuerdo con el número de Semanas Calificadas, según se describe en el presente Aviso, puede disputar la asignación del acuerdo de conciliación sin excluirse ni objetar, según se describe anteriormente. Es responsabilidad de todos los Miembros de la Demanda Colectiva asegurarse de que el Administrador del Acuerdo de Conciliación tenga registrado su domicilio actual; de lo contrario, es posible que no reciba información importante o una Indemnización Individual del Acuerdo de Conciliación.

   Si usted es empleado actual, su decisión de participar o no en el presente acuerdo de conciliación no será tomada en consideración por el Demandado, quien no tomará ninguna medida laboral desfavorable contra usted con base en su participación en el acuerdo de conciliación.

B. **Excluirse voluntariamente de las Reclamaciones de la Demanda Colectiva en el acuerdo de conciliación.** Si **no** desea formar parte de la exoneración de las Reclamaciones de la Demanda Colectiva en el acuerdo de conciliación, puede excluirse voluntariamente enviando al Administrador del Acuerdo de Conciliación una carta de "Solicitud de Exclusión Voluntaria del Acuerdo de Conciliación de la Demanda Colectiva" con matasellos de fecha no posterior al _____ de 202_ con su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social o su fecha de nacimiento, y su firma. La Solicitud de Exclusión Voluntaria deberá indicar:

"DESEO SER EXCLUIDO VOLUNTARIAMENTE DEL ACUERDO DE

CONCILIACIÓN DE LA DEMANDA COLECTIVA EN LA DEMANDA GONZALEZ V. GOLD COAST BAKERIES, LLC. ENTIENDO QUE, SI SOLICITO SER EXCLUIDO DEL ACUERDO DE CONCILIACIÓN DE LA DEMANDA COLECTIVA, NO RECIBIRÉ DINERO ALGUNO DEL ACUERDO DE CONCILIACIÓN DE LAS RECLAMACIONES DE LA DEMANDA COLECTIVA EN LA PRESENTE DEMANDA".

Envíe la Solicitud de Exclusión Voluntaria directamente al Administrador del Acuerdo de Conciliación por correo postal de EE. UU. a [DIRECCIÓN], **con matasellos de fecha no posterior al _____ de 202_**. Cualquier persona que presente una Solicitud de Exclusión Voluntaria del Acuerdo de Conciliación de la Demanda Colectiva dentro del plazo establecido, una vez recibida: (1) no tendrá ningún derecho en virtud del presente acuerdo de conciliación con respecto a las Reclamaciones de la Demanda Colectiva, incluido el derecho a objetar, apelar o formular observaciones sobre el acuerdo de conciliación; (2) no tendrá derecho a recibir dinero alguno por las Reclamaciones de la Demanda Colectiva en virtud de este acuerdo de conciliación; y (3) no quedará sujeta a este acuerdo de conciliación ni a la Sentencia con respecto a las Reclamaciones de la Demanda Colectiva. Usted seguirá sujeto a este acuerdo de conciliación con respecto a la exoneración de la Reclamación de la PAGA.

C. **Objetar el acuerdo de conciliación.** También tiene derecho a objetar los términos del acuerdo de conciliación con respecto a las Reclamaciones de la Demanda Colectiva si considera que son injustos o irrazonables. No obstante, si el Tribunal desestima su objeción, usted seguirá sujeto a los términos del acuerdo de conciliación. Si desea objetar la parte del acuerdo de conciliación correspondiente a las Reclamaciones de la Demanda Colectiva, deberá presentar una objeción por escrito en la que indique su nombre completo, dirección, número de teléfono, fechas de empleo con el Demandado, el nombre y número del caso, el nombre y la dirección de su(s) abogado(s) si está representado, y cada uno de los motivos específicos que respaldan su objeción. También deberá incluir la documentación o evidencia que respalde la objeción, si la hubiera. Las objeciones deben presentarse por escrito y enviarse por correo postal al Administrador del Acuerdo de Conciliación, [DIRECCIÓN], **a más tardar el _____ de 202_**. Es posible que el Tribunal no tome en consideración las objeciones que no incluyan toda la información requerida o que no se presenten dentro del plazo establecido. **No es necesario que objete el acuerdo de conciliación si lo único que disputa es el número de Semanas Calificadas**.

Si decide objetar la parte del acuerdo de conciliación correspondiente a las Reclamaciones de la Demanda Colectiva, también puede comparecer en la Audiencia de Aprobación Definitiva programada para el _____ de 202_, a las 2:00 p. m., en la Sala CX-102 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, California. Tiene derecho a comparecer a esta audiencia en persona o a través de su propio abogado. Todo abogado que tenga la intención de representar a una persona que objete el acuerdo de conciliación deberá presentar un aviso de comparecencia ante el Tribunal y notificar a los asesores de todas las partes a más tardar el _____ de 202_. Todas las objeciones u otra correspondencia deberán indicar el nombre y el número del caso. Si desea comparecer en la Audiencia de Aprobación Definitiva, por favor, póngase en contacto con los Asesores de la Demanda Colectiva o con el Administrador del Acuerdo de Conciliación antes de la fecha prevista para la audiencia, a fin de asegurarse de que el Tribunal no la haya aplazado.

Si objeta el acuerdo de conciliación, seguirá siendo Miembro de la Demanda Colectiva y, si el Tribunal aprueba el acuerdo de conciliación, quedará sujeto a los términos del acuerdo de conciliación de la misma manera que los Miembros de la Demanda Colectiva que no objeten.

VI. ¿Cuál es el efecto del acuerdo de conciliación?

Derechos y reclamaciones exoneradas. El acuerdo de conciliación tiene por objeto conciliar todas las reclamaciones contra las Partes Exoneradas que se hicieron valer o que podrían haberse hecho valer en la Demanda en relación con las presuntas violaciones de las leyes sobre salarios y horarios. Si fue empleado del Demandado en California en cualquier momento durante el Período Cubierto y no opta por excluirse voluntariamente de los Miembros Participantes de la Demanda Colectiva, se considerará que ha suscrito la presente Exoneración y que ha exonerado las Reclamaciones Exoneradas de la Demanda Colectiva descritas anteriormente. Se considerará que todos los Miembros del Grupo de la PAGA han suscrito una exoneración de la Reclamación Exonerada de la PAGA. Si el Tribunal no aprueba el acuerdo de conciliación o este no adquiere carácter definitivo por cualquier otro motivo, la Demanda podrá continuar y las exoneraciones no surtirán efecto.

VII. ¿Cuál es el siguiente paso?

El Tribunal celebrará una Audiencia de Aprobación Definitiva sobre la idoneidad, razonabilidad e imparcialidad del acuerdo de conciliación, y sobre la solicitud de los Asesores de la Demanda Colectiva relativa a los honorarios de los abogados, el reembolso de los costos de litigio documentados y el Incentivo del Representante de la Demanda Colectiva para el Demandante, el _____ de 2027, a las 2:00 p. m., en la Sala CX- 102 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, California.

No es obligatorio que asista a la Audiencia de Aprobación Definitiva, aunque cualquier Miembro de la Demanda Colectiva puede asistir a la audiencia si lo desea.

VIII. ¿Cómo puedo obtener más información?

El presente Aviso es únicamente un resumen de la Demanda y del acuerdo de conciliación. Para obtener más información, puede consultar los expedientes del Tribunal y la Estipulación Conjunta Re: Acuerdo de Conciliación de la Demanda Colectiva en la Oficina del Secretario, Tribunal Superior del Condado de Orange, 751 West Santa Ana Boulevard, Santa Ana, California, durante el horario habitual de atención del tribunal. El Administrador del Acuerdo de Conciliación publicará en su sitio web la Demanda Operativa, el Acuerdo de Conciliación, el Aviso de la Demanda Colectiva, las Mociones y Órdenes de Aprobación Preliminar y Definitiva, y la Sentencia Definitiva durante un período no inferior a 60 días. Si desea obtener más información, también puede ponerse en contacto con los Asesores de la Demanda Colectiva o con el Administrador del Acuerdo de Conciliación utilizando los datos de contacto mencionados anteriormente.

IX. Recordatorio sobre los plazos.

Los Miembros de la Demanda Colectiva no tienen que realizar ninguna otra acción para participar en el acuerdo de conciliación. La fecha límite para presentar una Solicitud de Exclusión Voluntaria de las Reclamaciones Conciliadas de la Demanda Colectiva es el _____ **de 202_**. La fecha límite para enviar por correo postal una objeción al Administrador del Acuerdo de Conciliación es el _____ **de 202_**. Estos plazos se prorrogarán 45 días adicionales si su paquete del aviso fue devuelto y se le volvió a enviar por correo postal. Estos plazos se aplicarán de manera estricta.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL
PARA SOLICITAR INFORMACIÓN SOBRE EL PRESENTE ACUERDO DE CONCILIACIÓN.